

## **ANEXO 32**

FAXES ENVIADOS POR NUEVO MUNDO HOLDING AL  
CBA COMPAGNIE BANCAIRE DES ANTILLES, INSTRUYENDO LA COMPRA DE  
PROMISSORY NOTES DE LOS CLIENTES, LOS CUALES  
SE IDENTIFICAN CON CODIGOS CIFRADOS.  
ASIMISMO, INSTRUCCIONES VIA SWIFT QUE SUSTENTAN LAS  
TRANSFERENCIAS AL EXTERIOR A TRAVES DEL  
BANCO NUEVO MUNDO SA

1620

*Agencia K*



# Holding Nuevo Mundo

## PROMISSORY NOTE

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2223 - Telefax 358-2322

Lima, November 30, 2000

USD100,300.00 (One hundred thousand three hundred and 00/100 Dollars)

VALUE DATE: November 30, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred thousand three hundred and 00/100 U.S. Dollars (USD100,300.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg. 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the ra/te of **7.973%** annual for the period since **November 30, 2000 to January 02, 2001 (33 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

ELSA HUARCAYA  
(Name)

*V. Franco*  
(Signature)

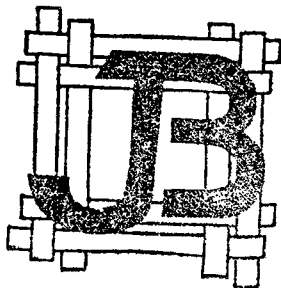
*Elsa Huarcaya*  
(Signature) 1621 182

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

5578

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

---

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

---

REF. : 117600 - ADE (1063)

---

FAX No. : (5999) 736-6868

---

FECHA/DATE: Noviembre 13, 2000

---

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523**

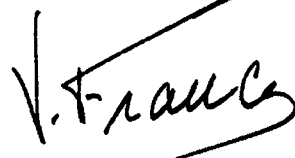
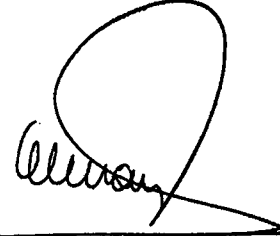
**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD128,500.00  
PLAZO : 91 días  
FECHA VALOR : Noviembre 15, 2000  
FECHA DE VENCIMIENTO: Febrero 14, 2001  
TASA : 9.75% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

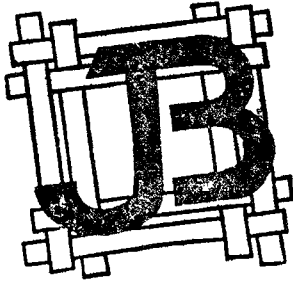
1622  
183

5688

**LEGALIZACION DE FOTOCOPIA**  
Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-226 - Lima 08  
Telf. 353-2322 - Telefax: 353-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



**JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08**



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 117600

FAX No. : (5999) 736-6868

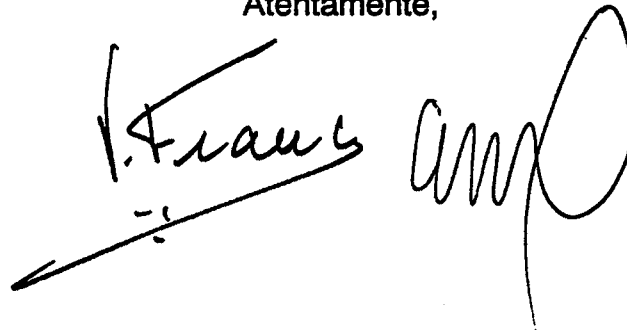
FECHA/DATE: Noviembre 13, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Con fecha valor 15 de noviembre, sírvanse cargar de nuestra cuenta No.119200 que mantenemos en vuestra Institución el importe de USD128,729.53, correspondiente a la cancelación del adeudado de la referencia (ADE - 1025).

Atentamente,



1623

184

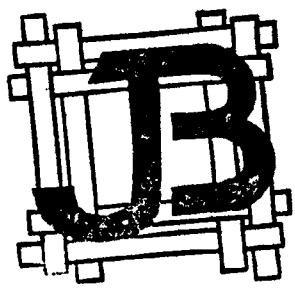
5689

**LEGALIZACION DE FOTOCOPIA**

Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado

ABOGADO JOSÉ BARRETO BOGGIANO  
Av. El Rosario No. 226 - Lima 08  
Telf. 358-2321 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



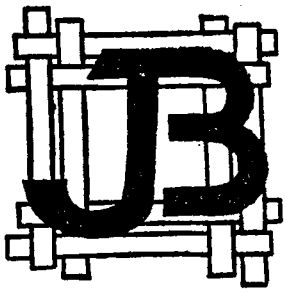
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



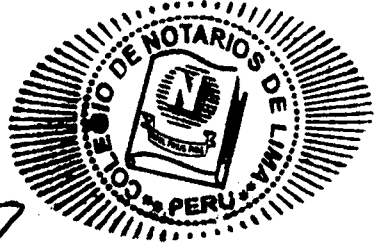


JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 228-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. -=====**  
**LIMA, 21 DE MAYO DEL 2001.- =====**



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



Lima 15 de Noviembre de 2000

JOSE BARRETO BOGGIANO  
ABOGADO / NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2325 - Telefax 358-2322

Señores  
**BANCO NUEVO MUNDO**  
Lima.-

Estimados señores:

Por medio de la presente les solicito con el producto del cheque de gerencia  
N° 00007630 por USD 155,551.33 del NBK Bank transferir  
US\$ 155,500 a:

CITIBANK N.A.

ABA: 021 000 089

In favor of: CBG COMPAGNIE BANCAIRE GENEVE

Account No. : 36118975

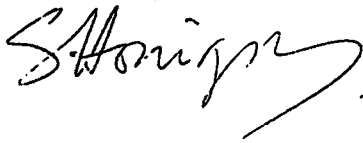
For further credit to CBA Compagnie Bancaire des Antilles N.V.

Account No. 809.770, conc. 117600

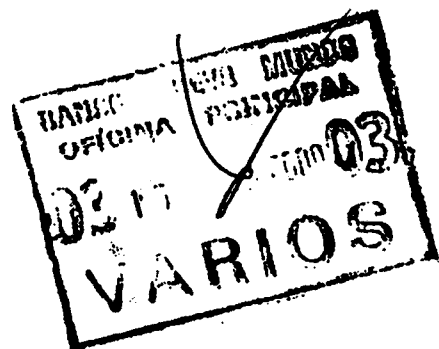
El saldo restante sirviesen entregar me lo en efectivo.

Sin otro particular, quedo de ustedes.

Atentamente,



Sara Pach de Honigman



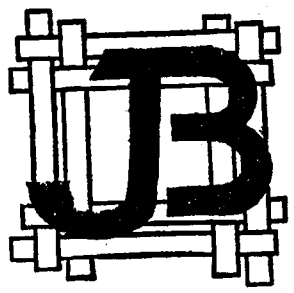
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

1625

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER  
DE/FROM : VITALY FRANCO / ELSA HUARCAYA  
REF. : 117600 - ADE 1064  
FAX No. : (5999) 736-6868  
FECHA/DATE: Noviembre 16, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

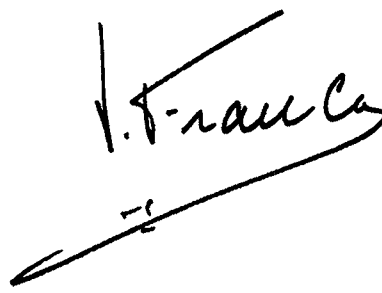
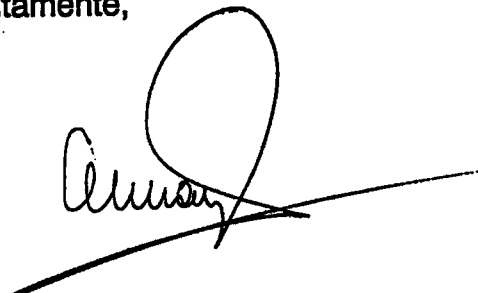
**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD155,500.00  
PLAZO : 60 días  
FECHA VALOR : Noviembre 17, 2000  
FECHA DE VENCIMIENTO: Enero 16, 2001  
TASA : 9.644% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

1626 184

5663

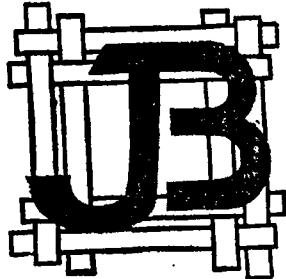
**LEGALIZACION DE FOTOCOPIA**

Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====**

**LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



Lima, November 17, 2000

USD155,500.00 (One hundred fifty five thousand five hundred and 00/100 Dollars )

VALUE DATE: November 17, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred fifty five thousand five hundred and 00/100 Dollars (USD155,500.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **9.644%** annual for the period since November 17, 2000 to January 16, 2001 (60 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

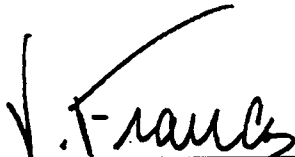
In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

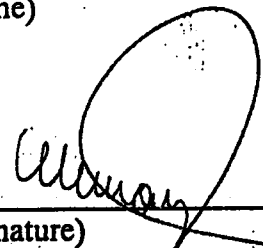
This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

  
**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

  
(Signature)

ELSA HUARCAYA  
(Name)

  
(Signature)

**LEGALIZACION DE FOTOCOPIA**

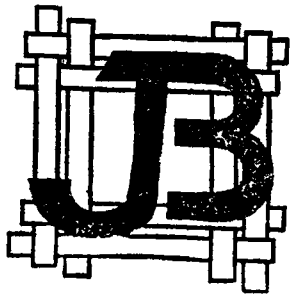
Art. 110 y 111 Ley del Notariado

1627 / 88

5664

Tel. 5000... 88  
5000-2000

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



JOSE BARRETO BOGGIANO  
ABOGADO / NOTARIO DE LIMA  
Av. El Rosero 226-228 - Lima 08  
Telf. 358-2323 / Telefax 358-2322

CITIBANK N.A.  
NEW YORK NY  
US

20: transaction reference no.  
TT43503

32A: value date, currency and amount  
Date : 16 November 2000  
Currency : USD (US DOLLAR)  
Amount : #155,500.00#

50: ordering customer  
SARA PACH DE HONIGMANN  
LIMA - PERU

56D: intermediary - name/address  
/36118975  
COMPAGNIE BANCAIRE GENEVE

57D: account with institution - address  
CBA COMPAGNIE BANCAIRE DES  
ANTILLES N.Y.

59: beneficiary customer  
/809770  
CONCEP/17600

71A: details of charges  
OUR

72: sender to receiver information  
/ACC/PAY BENEFICIARY  
//WITHOUT CHARGES

FIRST UNION NATIONAL BANK, PHILADELPHIA  
PHILADELPHIA, PA  
US

20: transaction reference no.  
TT43303

32A: value date, currency and amount  
Date : 08 November 2000  
Currency : USD (US DOLLAR)  
Amount : #130,000.00#

50: ordering customer  
NUEVO MUNDO HOLDING S.A  
LIMA - PERU

57D: account with institution - address  
//FW026009768  
ISRAEL DISCOUNT BANK

OF NEW YORK

59: beneficiary customer  
/0828537  
NUEVO MUNDO HOLDING S.A

Fuente: Mensajes Swift

LEGALIZACION DE FOTOCOPIA

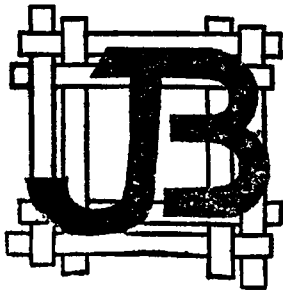
Art. 110 y 111 Ley del Notariado

1628 189  
4



JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written over the printed name.

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER  
DE/FROM : VITALY FRANCO / ELSA HUARCAYA  
REF. : 117400 - ADE 1060  
FAX No. : (5999) 736-6868  
FECHA/DATE: Noviembre 03, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD140,000.00  
PLAZO : 92 días  
FECHA VALOR : Noviembre 07, 2000  
FECHA DE VENCIMIENTO: Febrero 07, 2001  
TASA : 9.213% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

*V. Franco*  
*Elsa Huarcaya*

1629 190

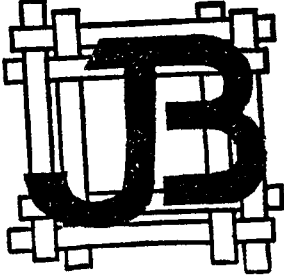
5673

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

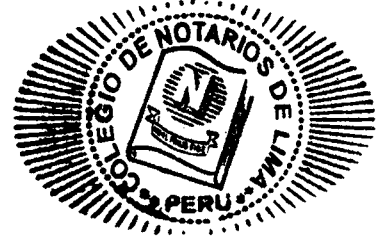
JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====**

**LIMA, 21 DE MAYO DEL 2001. =====**



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



Lima, November 07, 2000

USD140,000.00 (One hundred forty thousand and 00/100 Dollars)

VALUE DATE: November 07, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred forty thousand and 00/100 Dollars (USD140,000.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.


This Promissory Note shall pay interest at the rate of **9.213%** annual for the period since **November 07, 2000** to **February 07, 2001 (92 days)**. Interest shall be computed on the basis of a year of **360 days** and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

  
VITALY FRANCO  
(Name)

ELSA HUARCAYA  
(Name)

  
(Signature)

  
(Signature)

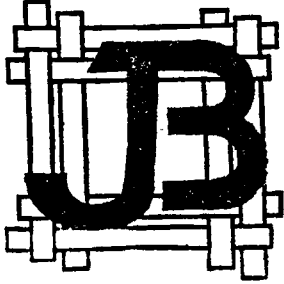
**LEGALIZACION DE FOTOCOPIA**


Art. 110 y 111 Ley del Notariado

1630  
5680  
191

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====



  
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



CITIBANK N.A.  
NEW YORK, NY  
US

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosal 200 - Lima 08  
Telf. 352-2222 - Telefax 352-2022

20: transaction reference no.  
TT36456  
32A: value date, currency and amount  
Date : 09 February 2000  
Currency : USD (US DOLLAR)  
Amount : #140,000.00#  
50: ordering customer  
ELSA ELENA MENDEZ DE PENELAS  
LIMA - PERU  
56D: intermediary - name/address  
/36118975  
CBG COMPAGNIE BANCARIE GENEVE  
57D: account with institution - address  
CBA COMPAGNIE BANCARIE DES ANTILLES  
N.V.  
59: beneficiary customer  
/809770  
CONC.117400  
71A: details of charges  
OUR

STANDARD CHARTERED BANK  
NEW YORK, NY  
US

20: transaction reference no.  
TT36417  
32A: value date, currency and amount  
Date : 08 February 2000  
Currency : USD (US DOLLAR)  
Amount : #16,100.00#  
50: ordering customer  
FRANKLIN BARMAC  
LIMA - PERU  
56D: intermediary - name/address  
//FW026007993  
UBS AG  
NEW YORK  
57D: account with institution - address  
/101WA388904010

192

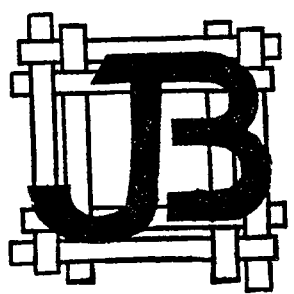
1631

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 228-226 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====



*Jose Barreto Boggiano*  
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARATO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 117300 / ADE - 1056

FAX No. : (5999) 736-6868

FECHA/DATE: Octubre 30, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

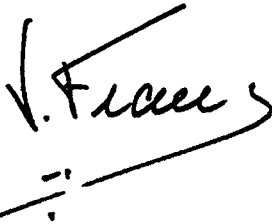
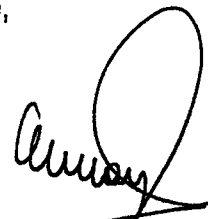
**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD100,000.00  
PLAZO : 91 días  
FECHA VALOR : Noviembre 02, 2000  
FECHA DE VENCIMIENTO: Febrero 01, 2001  
TASA : 9.212% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

1632

5685

193

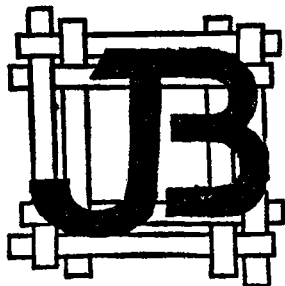
**LEGALIZACION DE FOTOCOPIA**

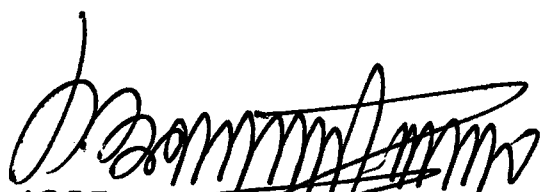
Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado



JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====



  
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





# Nuevo Mundo Holding PROMISSORY NOTE

**JOSE BARRETO BOGGIANO**  
ABOGADO METARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Lima, November 02, 2000

USD100,000.00 (One hundred thousand and 00/100 Dollars)

VALUE DATE: November 02, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred thousand and 00/100 U.S. Dollars (USD100,000.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the ra/te of **9.212%** annual for the period since **November 02, 2000 to February 01, 2001 (91 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO

ELSA HUARCAYA

(Name)

(Name)

(Signature)

(Signature)

194  
1633

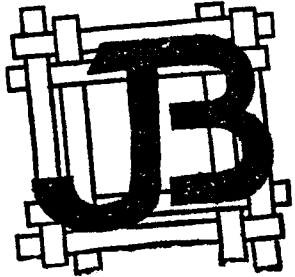
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

5686

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



**JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08**



CITIBANK N.A.  
NEW YORK, NY  
US

20: transaction reference no.  
TT36364

32A: value date, currency and amount

Date : 04 February 2000

Currency : USD (US DOLLAR)

Amount : #100,000.00#

50: ordering customer

~~ANATIORDAN~~

LIMA - PERU

56D: intermediary - name/address

/36118975

CBG COMPAGNIE BANCAIRE GENEVE

57D: account with institution - address

~~CBA COMPAGNIE BANCAIRE DES ANTILLES~~

N.V

59: beneficiary customer

/809770

CONC.117300

71A: details of charges

OUR

CITIBANK N.A.  
NEW YORK, NY  
US

20: transaction reference no.  
TT36305

32A: value date, currency and amount

Date : 03 February 2000

Currency : USD (US DOLLAR)

Amount : #133,200.00#

50: ordering customer

~~MARCOS CAPLANSKY~~

LIMA - PERU

56D: intermediary - name/address

/36118975

CBG COMPAGNIE BANCAIRE GENEVE

57D: account with institution - address

~~CBA COMPAGNIE BANCAIRE DES~~

ANTILLES N.V

59: beneficiary customer

/809770

CONC.117200

71A: details of charges

OUR

195

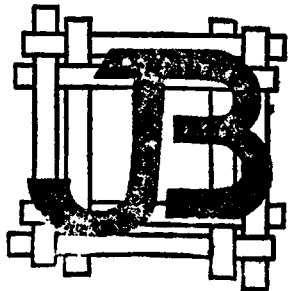
1634


**LEGALIZACION DE FOTOCOPIA**

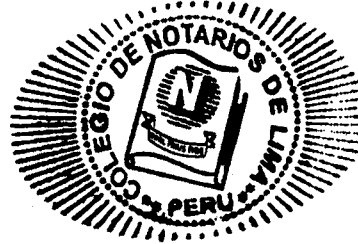
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====



  
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 117200 / ADE - 1057

FAX No. : (5999) 736-6868

FECHA/DATE: Octubre 30, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

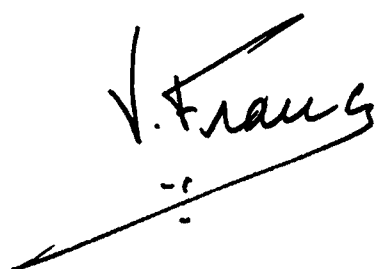
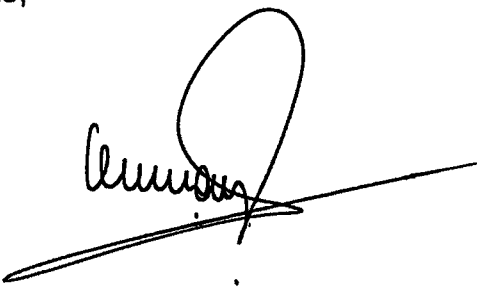
**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD142,100.00  
PLAZO : 91 días  
FECHA VALOR : Noviembre 02, 2000  
FECHA DE VENCIMIENTO: Febrero 01, 2001  
TASA : 9.212% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

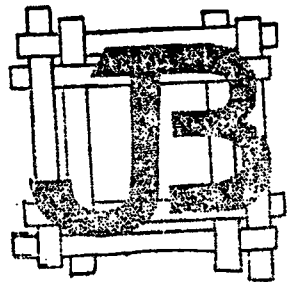
 

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

1635/96  
~~5683~~

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE, - =====  
LIMA, 21 DE MAYO DEL 2001. - =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**Holding**  
**Nuevo Mundo** PROMISSORY NOTE

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Lima, November 02, 2000

USD142,100.00 (One hundred forty two thousand one hundred and 00/100 Dollars)

VALUE DATE: November 02, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred forty two thousand one hundred and 00/100 U.S. Dollars (USD142,100.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **9.212%** annual for the period since **November 02, 2000 to February 01, 2001 (91 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO

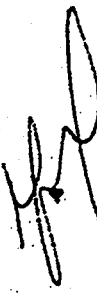

ELSA HUARCAYA

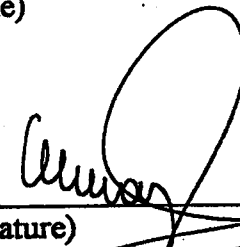
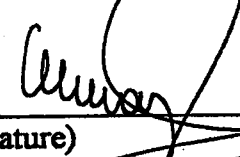
(Name)

(Name)

(Signature)

(Signature)

  
  
\_\_\_\_\_

  
  
\_\_\_\_\_

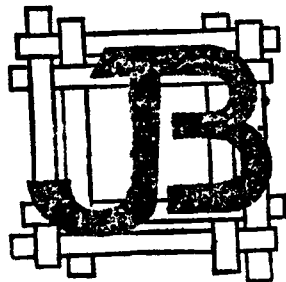
197  
1636  
5684

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado



JOSE BARRETO BOGGIANO  
ABOGADO - INDEPENDENCIA DE LIMA  
AV. EL ROSARIO 226-226 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano'.

**JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08**



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER  
DE/FROM : VITALY FRANCO / ELSA HUARCAYA  
REF. : 117050 / ADE - 1059  
FAX No. : (5999) 736-6868  
FECHA/DATE: Noviembre 02, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523**

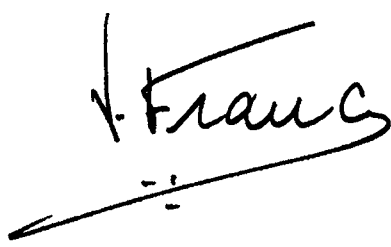
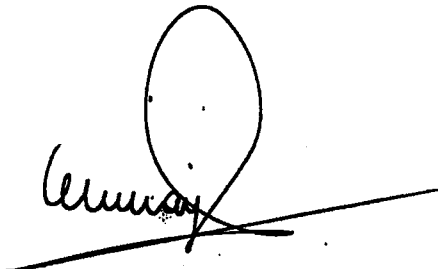
**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD100,000.00  
PLAZO : 90 días  
FECHA VALOR : Noviembre 03, 2000  
FECHA DE VENCIMIENTO: Febrero 01, 2001  
TASA : 8.961% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

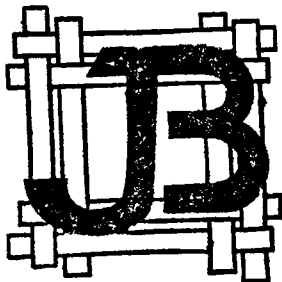
199

5681

**LEGALIZACION DE FOTOCOPIA**  
Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá. 1638  
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====



*[Handwritten signature]*  
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226 +  
LIMA 08





# Holding **Nuevo Mundo** PROMISSORY NOTE

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosero 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Lima, November 03, 2000

USD100,000.00 (One hundred thousand and 00/100 Dollars)

▼ **VALUE DATE:** November 03, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred thousand and 00/100 U.S. Dollars (USD100,000.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the ra/te of **8.961%** annual for the period since **November 03, 2000 to February 01, 2001 (90 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

▼ This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO

(Name)

ELSA HUARCAYA

(Name)

(Signature)

(Signature) 200

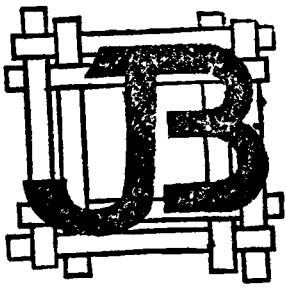
1639

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

5682

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



CITIBANK N.A.  
NEW YORK, NY  
US

20: transaction reference no.

TT43162

32A: value date, currency and amount

Date : 02 November 2000

Currency : USD (US DOLLAR)

Amount : #100,000.00#

50: ordering customer

MOISES RODRICH

LIMA - PERU

56D: intermediary - name/address

/36118975

CBG COMPAGNIE BANCAIRE GENEVE

57D: account with institution - address

CBA COMPAGNIE BANCAIRE DES ANTILLES

N.V.

59: beneficiary customer

/809770

CONC.117050

71A: details of charges

OUR

72: sender to receiver information

/ACC/PAY IN FULL 20: transaction reference no.

CITIBANK N.A.  
NEW YORK, NY  
US

TT43143

32A: value date, currency and amount

Date : 02 November 2000

Currency : USD (US DOLLAR)

Amount : #1,000,000.00#

50: ordering customer

NUEVO MUNDO HOLDING S.A.

LIMA - PERU

56D: intermediary - name/address

//FW026007993

UBS AG

NEW YORK

57D: account with institution - address

/101WA388904010

EFG PRIVATE BANK S.A.

SWITZERLAND

59: beneficiary customer

/588405

NUEVO MUNDO HOLDING S.A.

Fuente: Mensajes Swift

201

7

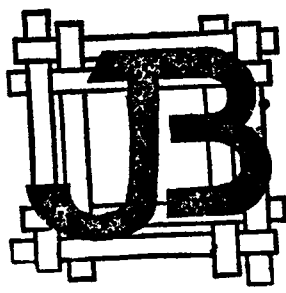
1640

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



*Jose Barreto Boggiano*  
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



CITIBANK N.A.  
NEW YORK, NY  
US

20: transaction reference no.  
TT42976

32A: value date, currency and amount  
Date : 25 October 2000  
Currency : USD (US DOLLAR)  
Amount : #135,000.00#

50: ordering customer  
CESAR ALFREDO BERGHUSEN GANDOLFO  
LIMA- PERU

56D: intermediary - name/address  
/36118975  
CBG COMPAGNIE BANCAIRE GENEVE

57D: account with institution - address  
CBA COMPAGNIE BANCAIRE DES ANTILLES  
N.V

59: beneficiary customer  
/809770  
CONC.117040

71A: details of charges  
OUR

CITIBANK N.A.  
NEW YORK, NY  
US

20: transaction reference no.  
TT42903

32A: value date, currency and amount  
Date : 23 October 2000  
Currency : USD (US DOLLAR)  
Amount : #150,000.00#

50: ordering customer  
RAUL HERNANDEZ  
LIMA- PERU

56D: intermediary - name/address  
/36118975  
CBG COMPAGNIE BANCAIRE GENEVE

57D: account with institution - address  
CBA COMPAGNIE BANCAIRE DES ANTILLES  
N.V

59: beneficiary customer  
/809770  
CONC.117020

71A: details of charges  
OUR

72: sender to receiver information  
/ACC/ PAY BENEFICIARY WITHOUT  
//CHARGES

Fuente: Mensajes Swift

10

1641

LEGALIZACION DE FOTOCOPIA

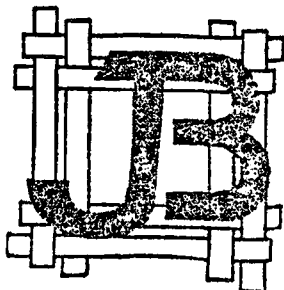
Art. 110 y 111 Ley del Notariado

202



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





**Holding Nuevo Mundo**

JOSE BARRERA BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323, Telefax 358-2322

*Adeudado*

**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / ARTURO NAQUIRA

REF. : 117040 - ADE 1052

FAX No. : (5999) 736-6868

FECHA/DATE: Octubre 25, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD135,000.00  
PLAZO : 90 días  
FECHA VALOR : Octubre 26, 2000  
FECHA DE VENCIMIENTO: Enero 24, 2001  
TASA : 9.750% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

*V. Frances* *FO*

*Nuevo...*  
*Cent* *1042*

**5690**

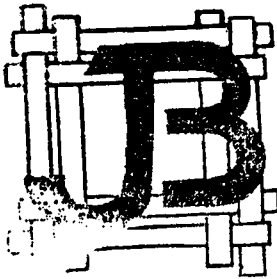
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado


Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, \_\_\_\_\_ 21 MAYO 2001 \_\_\_\_\_



  
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

**PROMISSORY NOTE**

**Lima, October 26, 2000**

**USD135,000.00 (One hundred thirty five thousand and 00/100 Dollars)**

**VALUE DATE: October 26, 2000.**

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred thirty five thousand and 00/100 Dollars (USD135,000.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **9.750%** annual for the period since **October 26, 2000** to **January 24, 2001 (90 days)**. Interest shall be computed on the basis of a year of **360 days** and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO

(Name)

(Signature)

ARTURO NAQUIRA

(Name)

(Signature)

205  
1643  
5681

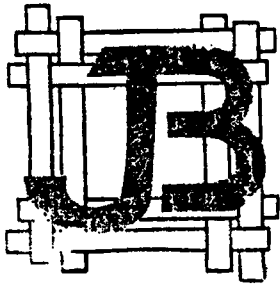
**LEGALIZACION DE FOTOCOPIA**


**Art. 110 y 111 Ley del Notariado**

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / LILIAN MOORE

REF. : 117020 - ADE 1049

FAX No. : (5999) 736-6868

FECHA/DATE: Octubre 20, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD50,000.00  
PLAZO : 365 días  
FECHA VALOR : Octubre 24, 2000  
FECHA DE VENCIMIENTO: Octubre 24, 2001  
TASA : 9.25% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

*V. Franco* *Juan*

NUEVO 206  
1644

5692

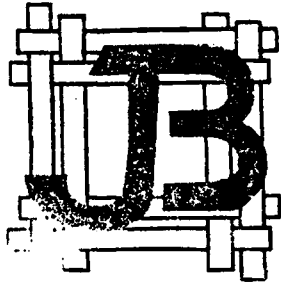
Edificio Plaza... **LEGALIZACION DE FOTOCOPIA** ... Calle 50, Panamá - República de Panamá.

Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**PROMISSORY NOTE**

Lima, October 24, 2000

**USD50,000.00 (Fifty thousand and 00/100 Dollars )**

**VALUE DATE: October 24, 2000**

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **Fifty thousand and 00/100 Dollars (USD50,000.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **9.25%** annual for the period since **October 24, 2000 to October 24, 2001 (365 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

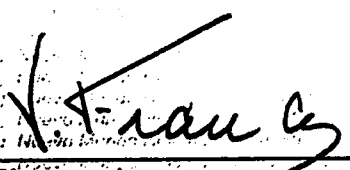
This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

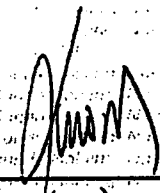
This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

LILIAN MOORE  
(Name)

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

204

1645  
5693

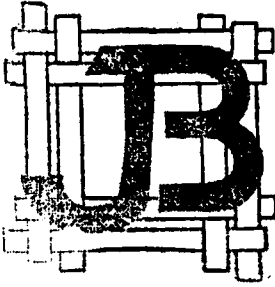
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



*[Handwritten signature]*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER  
DE/FROM : VITALY FRANCO / LILIAN MOORE  
REF. : 117020 - ADE 1048  
FAX No. : (5999) 736-6868  
FECHA/DATE: Octubre 20, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

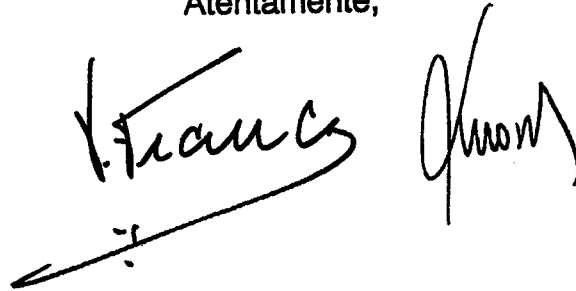
**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD100,000.00  
PLAZO : 365 días  
FECHA VALOR : Octubre 24, 2000  
FECHA DE VENCIMIENTO: Octubre 24, 2001  
TASA : 9.25% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,



nuevo 208  
CCH ✓

1646

5589

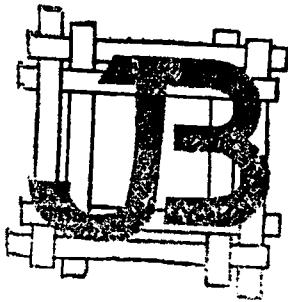
**LEGALIZACION DE FOTOCOPIA**

Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado

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Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**Nuevo Mundo**

**PROMISSORY NOTE**

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Lima, October 24, 2000

USD100,000.00 (One hundred thousand and 00/100 Dollars )

VALUE DATE: October 24, 2000

For value received, the undersigned, Nuevo Mundo Holding S.A., Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of CBA COMPAGNIE BANCAIRE DES ANTILLES N.V., the sum of One hundred thousand and 00/100 Dollars (USD100,000.00), and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature, at COMPAGNIE BANCAIRE DES ANTILLES N.V., Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of 9.25% annual for the period since October 24, 2000 to October 24, 2001 (365 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event Nuevo Mundo Holding S.A. fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by Netherlands Antilles law. Place of performance and place of execution proceedings shall be Curaçao and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Curaçao.

This Promissory Note shall be held under the custody and control of CBA COMPAGNIE BANCAIRE DES ANTILLES N.V., unless otherwise agreed by both parties, or in the event of default by Nuevo Mundo Holding S.A.

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO

(Name)

(Signature)

LILIAN MOORE

(Name)

(Signature)

209

1647

5590

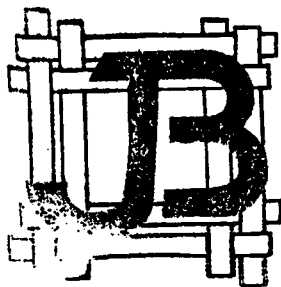
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

Nuevo Mundo Holding  
Av. Paseo de la República 3033  
Lima 27, Peru

October 27, 2000

**Subject: Our Fixed Term Loan to Your Institution**

Gentlemen,

Following your request of October 20, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

**Amount:** US\$ 100'000.00 (One hundred thousand 00/100 United States Dollars )

**Draw-Down:** October 24, 2000 /

**Repayment:** October 24, 2001 /

**Interest Rate:** 9.25% p.a. /

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

**Overriding Events:** In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the cost to the Bank of making or maintaining amounts

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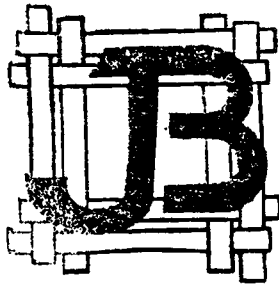
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

*M*

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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Lima, 21 MAYO 2001



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

**Event of Default:** Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

*Handwritten signature*

*Handwritten marks: 211, 1649, ML*

**LEGALIZACION DE FOTOCOPIA**  
Page 3 of 4  
Art. 110 y 111 Ley del Notariado

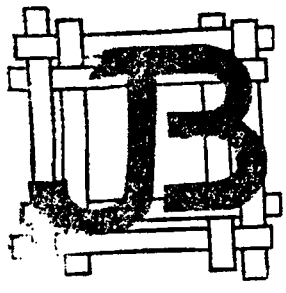
**5592**



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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Lima, 21 MAYO 2001 \_\_\_\_\_



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



- d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors; or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

**Indemnity:**

The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.

**Assignment:**

The Borrower shall not be entitled to assign all or any part of his rights under this Loan Agreement without the prior written consent of the Bank. The Bank may at any time assign all or any part of his rights hereunder.

**Governing Law:**

This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.



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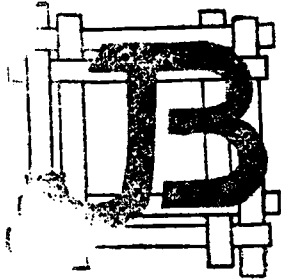
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Page 3 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
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confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written over a horizontal line.



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO/No. 226  
LIMA 08

Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,



Arno Büsser  
Chief Executive Officer

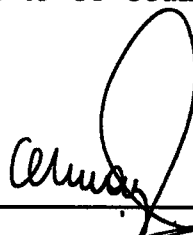


Waison Lam  
Comptroller

We herewith agree with the contents of and to be bound by this Loan Agreement.

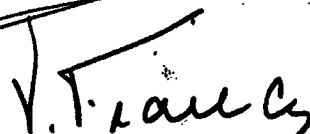
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Date

\_\_\_\_\_  
Signature



\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature



213

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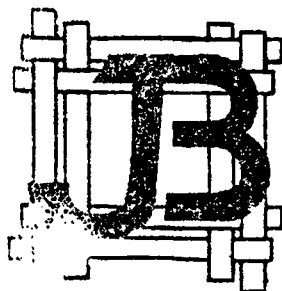
Page 4 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado


5594

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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confronté.- Doy fe.

Lima, 21 MAYO 2001



  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CITIBANK N.A.**  
**NEW YORK, NY**  
**US**

20: transaction reference no.  
TT42976

32A: value date, currency and amount

Date : 25 October 2000

Currency : USD (US DOLLAR)

Amount : #135,000.00#

50: ordering customer

GESAR ALFREDO BERGHUSEN GANDOLFO

LIMA - PERU

56D: intermediary - name/address

/36118975

CBG COMPAGNIE BANCAIRE GENEVE

57D: account with institution - address

CBA COMPAGNIE BANCAIRE DES ANTILLES

N.V

59: beneficiary customer

/809770

CONC.117040

71A: details of charges

OUR

**CITIBANK N.A.**  
**NEW YORK, NY**  
**US**

20: transaction reference no.  
TT42903

32A: value date, currency and amount

Date : 23 October 2000

Currency : USD (US DOLLAR)

Amount : #150,000.00#

50: ordering customer

RAUL HERNANDEZ

LIMA - PERU

56D: intermediary - name/address

/36118975

CBG COMPAGNIE BANCAIRE GENEVE

57D: account with institution - address

CBA COMPAGNIE BANCAIRE DES ANTILLES

N.V

59: beneficiary customer

/809770

CONC.117020

71A: details of charges

OUR

72: sender to receiver information

/ACC/ PAY BENEFICIARY WITHOUT

//CHARGES

214

1652

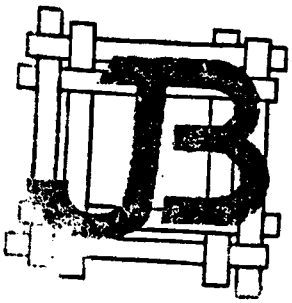
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano'. The signature is fluid and cursive, written over a horizontal line.

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



*Adeudado*

**JOSE BARRERO BOGGIANO**  
ABOGADO / NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

**PARA/TO :** CBA / ARNO BUSSER

---

**DE/FROM :** VITALY FRANCO / LILIAN MOORE

---

**REF. :** 116990 - ADE 1045

---

**FAX No. :** (5999) 736-6868

---

**FECHA/DATE:** Octubre 11, 2000

---

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523.**  
**IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

**IMPORTE :** USD80,000.00  
**PLAZO :** 60 días  
**FECHA VALOR :** Octubre 12, 2000  
**FECHA DE VENCIMIENTO:** Diciembre 11, 2000  
**TASA :** 8.463% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

*V. Franco* *L. Moore*

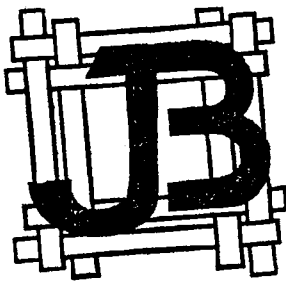
1653 215  
5610

**LEGALIZACION DE FOTOCOPIA**  
Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado



JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-200 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226 -  
LIMA 08



**PROMISSORY NOTE**

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosero 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Lima, October 12, 2000

USD80,000.00 (Eighty thousand and 00/100 Dollars )

VALUE DATE: October 12, 2000

For value received, the undersigned, Nuevo Mundo Holding S.A., Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of CBA COMPAGNIE BANCAIRE DES ANTILLES N.V., the sum of Eighty thousand and 00/100 Dollars (USD80,000.00), and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at COMPAGNIE BANCAIRE DES ANTILLES N.V., Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of 8.463% annual for the period since October 12, 2000 to December 11, 2000 (60 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event Nuevo Mundo Holding S.A. fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

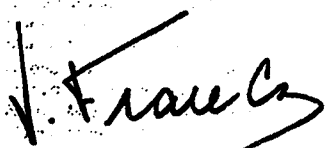
This Promissory Note shall exclusively be governed by Netherlands Antilles law. Place of performance and place of execution proceedings shall be Curaçao and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Curaçao.

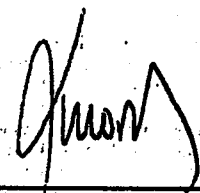
This Promissory Note shall be held under the custody and control of CBA COMPAGNIE BANCAIRE DES ANTILLES N.V., unless otherwise agreed by both parties, or in the event of default by Nuevo Mundo Holding S.A.

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

LILIAN MOORE  
(Name)

  
(Signature)

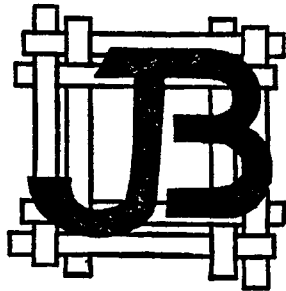
  
(Signature)

216  
1654  
5611

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. =====  
LIMA, 21 DE MAYO DEL 2001. =====



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



CONFIRMACION DE MENSAJE

FECHA : 11-OCT-2000 13:12  
NOMBRE : BANCO NUEVO MUNDO  
TEL. : 4424529

TELEFONO : 108  
PAGINAS : 3  
TIEMPO DE INICIO : 11-10 13:09  
TIEMPO TRANSCURRIDO : 01'08"  
MODO : MCE  
RESULTADOS : OK

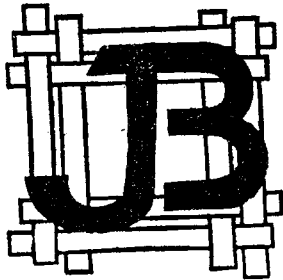
1655 2/4

5812

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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LIMA, 21 DE MAYO DEL 2001. =====



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



Nuevo Mundo Holding  
Av. Paseo de la República 3033  
Lima 27, Peru

October 11, 2000

**Subject: Our Fixed Term Loan to Your Institution**

Gentlemen,

Following your request of October 11, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

**Amount:** US\$ 80'000.00 ( Eighty thousand 00/100 United States Dollars )

**Draw-Down:** October 12, 2000

**Repayment:** December 11, 2000

**Interest Rate:** 8.463% p.a.

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

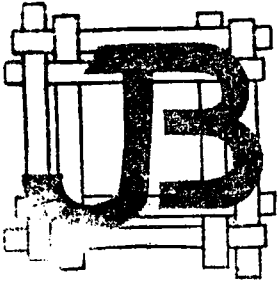
Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

**Overriding Events:** In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the cost to the Bank of making or maintaining amounts

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

**Event of Default:** Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

Page 2 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

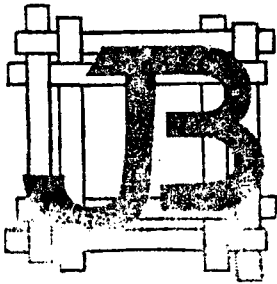
1657  
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M  
S  
Q




JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



  
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



- d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

**Indemnity:** The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.

**Assignment:** The Borrower shall not be entitled to assign all or any part of his rights under this Loan Agreement without the prior written consent of the Bank. The Bank may at any time assign all or any part of his rights hereunder.

**Governing Law:** This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.

Page 3 of 4  
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

1058 T

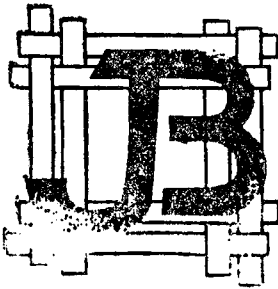
5645

Handwritten signature and initials.

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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Lima, 21 MAYO 2001



*[Handwritten Signature]*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,

Waison Lam  
*Deputy, Managing Director*

Arlene Criqué  
*Manager Private Banking*

We herewith agree with the contents of and to be bound by this Loan Agreement.

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

1659

221

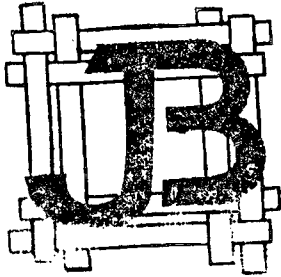
5616


**LEGALIZACION DE FOTOCOPIA**  
Page 5 of 7  
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 368-2323 - Telefax 368-2322

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confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



  
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



CITIBANK N.A.  
NEW YORK,NY  
US

20: transaction reference no.

TT42643

32A: value date,currency and amount

Date : 12 October 2000

Currency : USD (US DOLLAR)

Amount : #101,800.00#

50: ordering customer

AMELIA PAZ DE SANCHEZ-SALAZAR

LIMA- PERU

56D: intermediary - name/address

/36118975

CBG COMPAGNIE BANCAIRE GENEVE

57D: account with institution - address

CBA COMPAGNIE BANCAIRE DES ANTILLES

N.V

59: beneficiary customer

/809770

CONC.117010

71A: details of charges

OUR

CITIBANK N.A.  
NEW YORK,NY  
US

20: transaction reference no.

TT42603

32A: value date,currency and amount

Date : 11 October 2000

Currency : USD (US DOLLAR)

Amount : #80,000.00#

50: ordering customer

NORBERT HECHLER GLAZROT

LIMA- PERU

56D: intermediary - name/address

/36118975

CBG COMPAGNIE BANCAIRE GENEVE

57D: account with institution - address

CBA COMPAGNIE BANCAIRE DES ANTILLES

N.V

59: beneficiary customer

/809770

CONC 116990

71A: details of charges

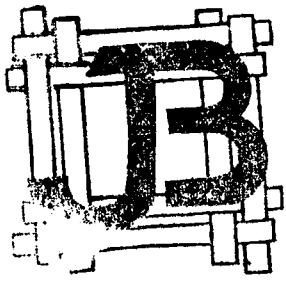
OUR

222

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

**HOJA DE TRANSMISION DE FACSIMILE**  
**FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER  
DE/FROM : VITALY FRANCO / ELSA HUARCAYA  
REF. : 116980  
FAX No. : (5999) 736-6868  
FECHA/DATE: Noviembre 09, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523

**FAX MESSAGE:**

Mucho agradeceremos se sirvan renovar el adeudado No. 1047 que vence el 16 de noviembre, bajo las siguientes condiciones:

IMPORTE : USD 400,000.00  
PLAZO : 32 días  
FECHA VALOR : Noviembre 16, 2000  
VENCIMIENTO : Diciembre 18, 2000  
TASA : 9.362% Nominal

Atentamente,

*V. Franco*      *Elsa Huarcaya*

223

5865

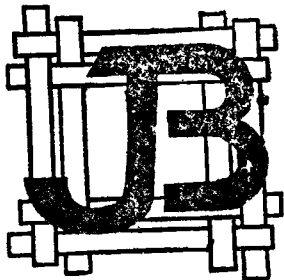
1661

**LEGALIZACION DE FOTOCOPIA**  
Edificio Plaza Bancomer - Calle 50, Panamá República de Panamá.  
Art. 110 y 111 Ley del Notariado



JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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**LIMA, 21 DE MAYO DEL 2001.- =====**



*Jose Barreto Boggiano*  
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE**  
**FACSIMILE TRANSMITTAL SHEET**

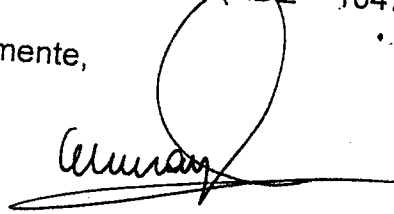
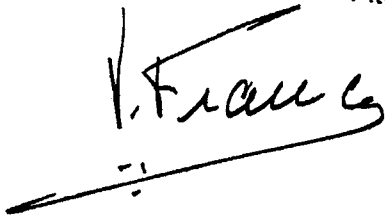
PARA/TO : CBA / ARNO BUSSER  
DE/FROM : VITALY FRANCO / ELSA HUARCAYA  
REF. : 116980  
FAX No. : (5999) 736-6868  
FECHA/DATE: Noviembre 09, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO**  
**(511) 442-4523.**  
**IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE**  
**FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Con fecha valor 16 de noviembre, sírvanse cargar de nuestra cuenta No.119200 que mantenemos en vuestra Institución el importe de USD3,120.00, correspondiente a los intereses del adeudado de la referencia (ADE - 1047).

Atentamente,



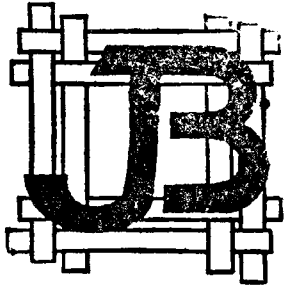
224

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1662

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



Lima, November 16, 2000

USD400,000.00 (Four hundred thousand and 00/100 Dollars)

VALUE DATE: November 16, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **Four hundred thousand and 00/100 U.S. Dollars (USD400,000.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **9.362% annual** for the period since **November 16, 2000 to December 18, 2000 (32 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by Netherlands Antilles law. Place of performance and place of execution proceedings shall be Curaçao, and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Curaçao.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO

(Name)

ELSA HUARCAYA

(Name)

(Signature)

(Signature)

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

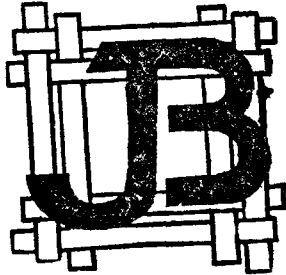
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5687

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 353-2323 - Telefax 353-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====**

**LIMA, 21 DE MAYO DEL 2001.- =====**



*Jose Barreto Boggiano*  
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



BANK OF AMERICA, N.A.  
MIAMI, FL  
US

20: transaction reference no.  
TT42727

32A: value date, currency and amount  
Date : 16 October 2000  
Currency : USD (US DOLLAR)  
Amount : #246,000.00#

50: ordering customer  
JUDITH STONE  
LIMA- PERU

56D: intermediary - name/address  
//FW026007993  
UBS AG  
NEW YORK

57D: account with institution - address  
/101WA388904010  
EFG PRIVATE BANK SA  
SWITZERLAND

59: beneficiary customer  
/588542  
JUDITH STONE

71A: details of charges  
OUR

FIRST UNION NATIONAL BANK, PHILADELPHIA  
PHILADELPHIA, PA  
US

20: transaction reference no.  
TT42714

32A: value date, currency and amount  
Date : 16 October 2000  
Currency : USD (US DOLLAR)  
Amount : #400,000.00#

50: ordering customer  
CLARA FLEISHMANN FHURMAN DE  
BATIEVSKY  
LIMA- PERU

56D: intermediary - name/address  
//FW021000089  
CITIBANK N.A.  
NEW YORK

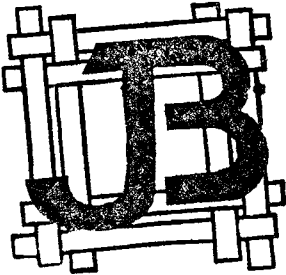
57D: account with institution - address  
/36118975  
CBG COMPAGNIE BANCAIRE GENEVE

59: beneficiary customer  
CBA COMPAGNIE BANCAIRE DES ANTILLES  
N.V  
ACCOUNT 809.770  
CONC 116980

71A: details of charges  
OUR

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-223 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / LILIAN MOORE

REF. : 116950 - ADE 1037

FAX No. : (5999) 736-6868

FECHA/DATE: Setiembre 20, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

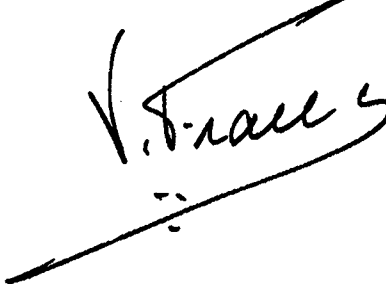
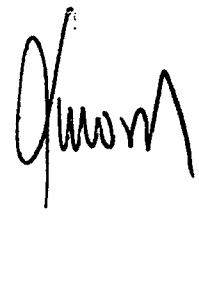
**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD130,000.00  
PLAZO : 90 días  
FECHA VALOR : Setiembre 22, 2000  
FECHA DE VENCIMIENTO: Diciembre 21, 2000  
TASA : 9.211% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

Cont 224

1665

5623

Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.

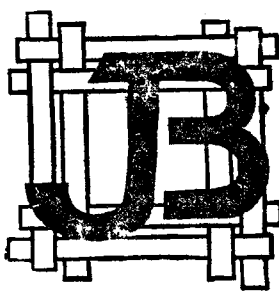
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado



JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**PROMISSORY NOTE**

**Lima, September 22, 2000**

**USD130,000.00 (One hundred thirty thousand and 00/100 Dollars)**

**VALUE DATE: September 22, 2000**

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred thirty thousand and 00/100 Dollars (USD130,000.00)**, and without deduction for and free of any taxes, **impost, levies, duties or withholdings present or future of any nature**, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, **Curaçao, Netherlands Antilles.**

This Promissory Note shall pay interest at the rate of **9.211% annual** for the period since **September 22, 2000 to December 21, 2000 (90 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

**VITALY FRANCO**  
(Name)

**LILIAN MOORE**  
(Name)

*V. Franco*  
(Signature)

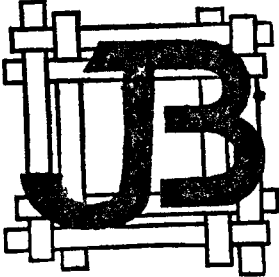
*Lilian Moore*  
(Signature)

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

1666  
5633  
228

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



*Jose Barreto Boggiano*  
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



Nuevo Mundo Holding  
Av. Paseo de la República 3033  
Lima 27, Peru

September 20, 2000

Subject: **Our Fixed Term Loan to Your Institution**

Gentlemen,

Following your request of September 20, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

Amount: US\$ 130'000.00 (One hundred and thirty thousand 00/100 United States Dollars )

Draw-Down: September 22, 2000

Repayment: December 21, 2000

Interest Rate: 9.211% p.a.

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

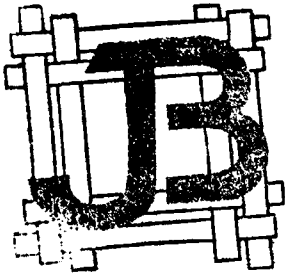
Overriding Events: In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the cost to the Bank of making or maintaining amounts

*Handwritten signature and date:*  
M 22/9

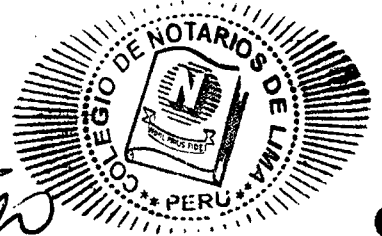
**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Tel. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

**Event of Default:** Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

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Page 2 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

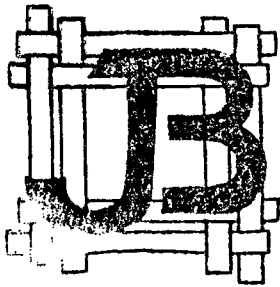
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[Handwritten signatures and initials]

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-5332

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



*[Handwritten signature]*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

**Indemnity:** The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.

**Assignment:** The Borrower shall not be entitled to assign all or any part of his rights under this Loan Agreement without the prior written consent of the Bank. The Bank may at any time assign all or any part of his rights hereunder.

**Governing Law:** This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.

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⊙

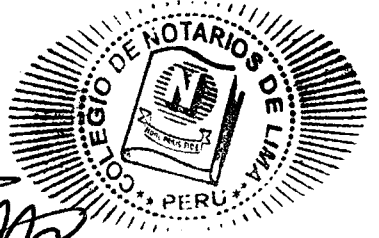
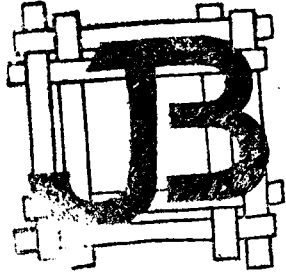
Page 3 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado



JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001

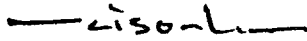


A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written over the printed name below.

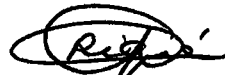
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,



Waison Lam  
*Deputy, Managing Director*



Arlene Criqué  
*Manager Private Banking*

We herewith agree with the contents of and to be bound by this Loan Agreement.

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

232

1670

5687

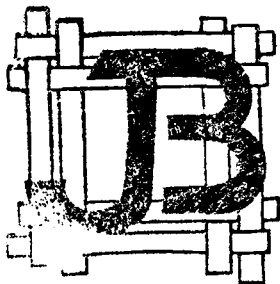
Page 4 of 4  
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

FIRST UNION NATIONAL BANK, PHILADELPHIA  
PHILADELPHIA, PA  
US

20: transaction reference no.  
TT42139

32A: value date, currency and amount  
Date : 25 September 2000  
Currency : USD (US DOLLAR)  
Amount : #350,000.00#

50: ordering customer  
NUEVO MUNDO HOLDING S.A  
LIMA - PERU

56D: intermediary - name/address  
//FW026007993  
UBS AG  
NEW YORK

57D: account with institution - address  
/101WA388904010  
EFG PRIVATE BANK S,A  
SWITZERLAND

59: beneficiary customer  
/588405  
NUEVO MUNDO HOLDING S.A

CITIBANK N.A.  
NEW YORK, NY  
US

20: transaction reference no.  
TT42089

32A: value date, currency and amount  
Date : 21 September 2000  
Currency : USD (US DOLLAR)  
Amount : #130,000.00#

50: ordering customer  
MARCO ANTONIO LUNA  
LIMA - PERU

56D: intermediary - name/address  
/36118975  
CBG COMPAGNIE BANCAIRE GENEVE

57D: account with institution - address  
CBA COMPAGNIE BANCAIRE DES ANTILLES  
N.V

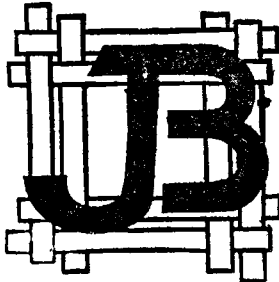
59: beneficiary customer  
/809770  
CONC 116950

71A: details of charges  
OUR

232

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. - =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



*Jose Barreto Boggiano*  
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

**PARA/TO :** CBA / ARNO BUSSER

---

**DE/FROM :** VITALY FRANCO / LILIAN MOORE

---

**REF. :** 116940 – ADE 1035

---

**FAX No. :** (5999) 736-6868

---

**FECHA/DATE:** Setiembre 15, 2000

---

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

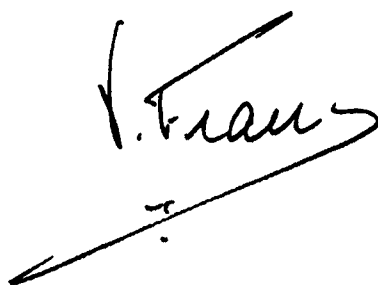
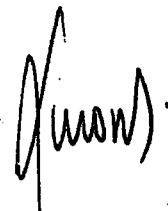
**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

**IMPORTE :** USD100,000.00  
**PLAZO :** 182 días  
**FECHA VALOR :** Setiembre 18, 2000  
**FECHA DE VENCIMIENTO:** Marzo 19, 2001  
**TASA :** 9.058% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

Cont ✓  
234

Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.

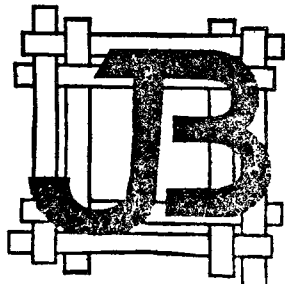
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

5646

1672

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA. DE LO QUE DOY FE. - =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**PROMISSORY NOTE**

**JOSE BARRERO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2322 - Telefax 358-2322

**Lima, September 18, 2000**

**USD100,000.00 (One hundred thousand and 00/100 Dollars)**

**VALUE DATE: September 18, 2000**

For value received, the undersigned, **Nuevo Mundo Holding S.A., Lima, Perú**, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred thousand and 00/100 Dollars (USD100,000.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V., Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.**

This Promissory Note shall pay interest at the rate of **9.058%** annual for the period since **September 18, 2000 to March 19, 2001 (182 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

**VITALY FRANCO**  
(Name)

**LILIAN MOORE**  
(Name)

(Signature)

(Signature)

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

1673

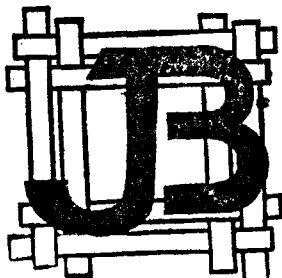
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JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



*[Handwritten Signature]*  
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



Nuevo Mundo Holding  
Av. Paseo de la República 3033  
Lima 27, Peru

September 20, 2000

**Subject: Our Fixed Term Loan to Your Institution**

Gentlemen,

Following your request of September 15, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

**Amount:** US\$ 100'000.00 (One hundred thousand 00/100 United States Dollars )

**Draw-Down:** September 18, 2000

**Repayment:** March 19, 2001

**Interest Rate:** 9.058% p.a.

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

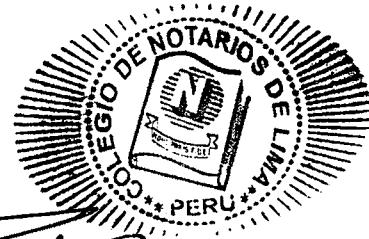
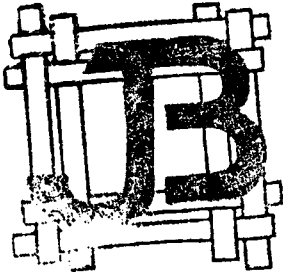
**Overriding Events:** In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the cost to the Bank of making or maintaining amounts

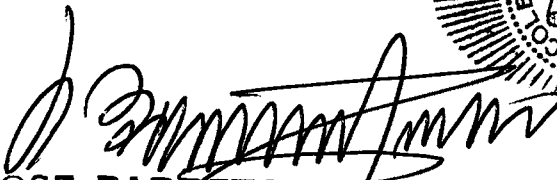
**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

21 MAYO 2001

Lima, \_\_\_\_\_



  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

**Event of Default:** Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

Page 2 of 4  
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

1675

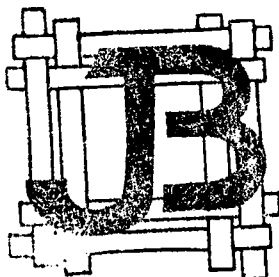
5649


237  
M. J. P.  
Ⓞ

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



  
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N<sup>o</sup>. 226  
LIMA 08

- d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

**Indemnity:** The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.

**Assignment:** The Borrower shall not be entitled to assign all or any part of his rights under this Loan Agreement without the prior written consent of the Bank. The Bank may at any time assign all or any part of his rights hereunder.

**Governing Law:** This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.

Page 3 of 4  
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

1676

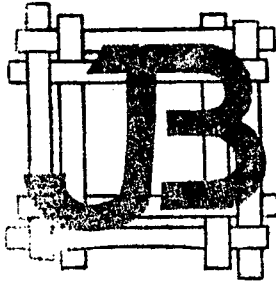
5650

238  
M  
B

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,

*Waison Lam*

Waison Lam  
*Deputy, Managing Director*

*Arlene Crique*

Arlene Crique  
*Manager Private Banking*

We herewith agree with the contents of and to be bound by this Loan Agreement.

\_\_\_\_\_  
Date

*V. Francis*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*[Signature]*  
\_\_\_\_\_  
Signature

239  
1677

Page 4 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

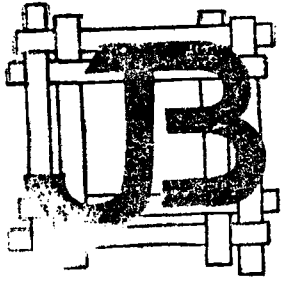
5651



JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written over a horizontal line.



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

BANK OF AMERICA, N.A.  
MIAMI,FL  
US

20: transaction reference no.  
TT41989

32A: value date,currency and amount  
Date : 18 September 2000  
Currency : USD (US DOLLAR)  
Amount : #63,735.04#

50: ordering customer  
CESAR FERNANDINI  
LIMA - PERU

56D: intermediary - name/address  
//FW026007993  
UBS AG  
NEW YORK

57D: account with institution - address  
/101WA388904010  
EFG PRIVATE BANK S.A  
SWITZERLAND

59: beneficiary customer  
/588468  
CESAR FERNANDINI

71A: details of charges  
OUR

CITIBANK N.A.  
NEW YORK,NY  
US

20: transaction reference no.  
TT41992

32A: value date,currency and amount  
Date : 18 September 2000  
Currency : USD (US DOLLAR)  
Amount : #100,000.00#

50: ordering customer  
JACK AZUS  
LIMA- PERU

56D: intermediary - name/address  
/36118975  
CBG COMPAGNIE BANCAIRE GENEVE

57D: account with institution - address  
CBA COMPAGNIE BANCAIRE DES ANTILLES  
N.V

59: beneficiary customer  
/809770  
CONC.116940

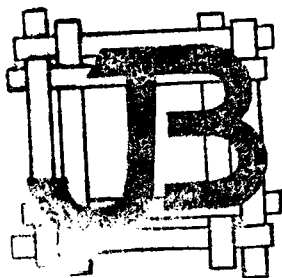
71A: details of charges  
OUR

243

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO (NOTARIO DE LIMA)  
AV. EL ROSARIO No. 226  
LIMA 08

**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER  
DE/FROM : VITALY FRANCO / LILIAN MOORE  
REF. : 116930 - ADE 1034  
FAX No. : (5999) 736-6868  
FECHA/DATE: Setiembre 06, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

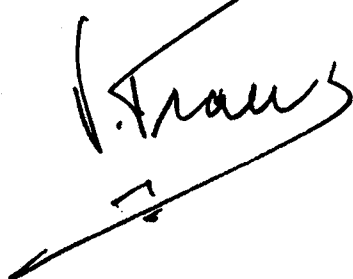

**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD805,600.00  
PLAZO : 90 días  
FECHA VALOR : Setiembre 06, 2000  
FECHA DE VENCIMIENTO: Diciembre 05, 2000  
TASA : 8.961% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

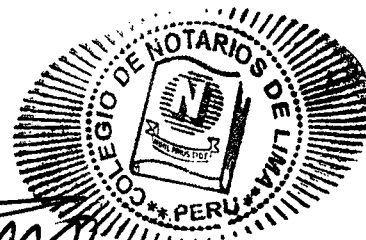
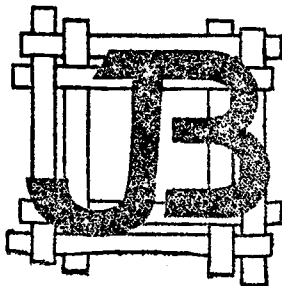
241

5652

1679

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

**PROMISSORY NOTE**

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-7323 - Tèlèfax 358-2322

Lima, September 06, 2000

USD805,600.00 (Eight hundred five thousand six hundred and 00/100 Dollars )

VALUE DATE: September 06, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **Eight hundred five thousand six hundred and 00/100 Dollars (USD805,600.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **8.961%** annual for the period since September 06, 2000 to December 05, 2000 (90 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

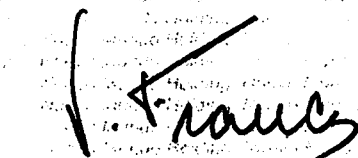
In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

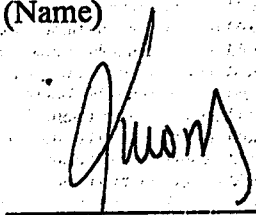
**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)



(Signature)

LILIAN MOORE  
(Name)



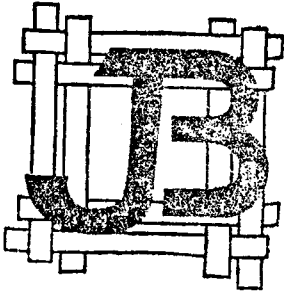
(Signature)

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

1680  
5653

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosarillo 220 228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

ESPACIO EN BLANCO

LEGALIZACION DE FOTOCOPIA  
Art. 110 y 111 Ley del Notariado

REPORT DE TRANSMISION

243

FECHA	HORA INICIO	DURACION	ID FAX REMOTO	PAGINAS
09-05-00	16:43:53		ID FAX: 4424329	
09-05-00	16:42:52	00:14"		001

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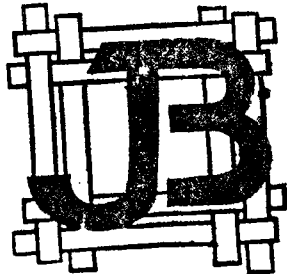
SU NOMBRE : BANCO NUEVO MUNDO

1681



COPIA FOTOSTÁTICA  
LIMA 08  
TEL. 353-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



**JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08**



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

ESPACIO EN BLANCO

LEGALIZACION DE FOTOCOPIA  
Art. 110 y 111 Ley del Notariado

REPORT DE TRANSMISION

FECHA	HORA INICIO	DURACION	ID FAX REMOTO	SU NOMBRE : BANCO NUEVO MUNDO	PAGINAS
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09-05-00	17:42:45	01:15"			001

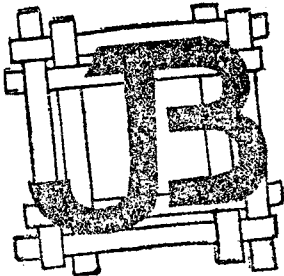
<RESULTADO> BIEN

244

1682

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**JOSE BARRERO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosario 225-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CITIBANK N.A.  
NEW YORK,NY  
US

20: transaction reference no.  
TT41704  
32A: value date,currency and amount  
Date : 06 September 2000  
Currency : USD (US DOLLAR)  
Amount : #805,613.28#  
50: ordering customer  
VICTOR CARPIO ADRIAZOLA  
LIMA- PERU  
56D: intermediary - name/address  
/36118975  
CBG COMPAGNIE BANCAIRE GENEVE  
57D: account with institution - address  
CBA COMPAGNIE BANCAIRE DES ANTILLES  
59: beneficiary customer  
/809770  
CONC.116930  
71A: details of charges  
OUR  
72: sender to receiver information  
/ACC/ PAY IN FULL

FIRST UNION NATIONAL BANK, PHILADELPHIA  
PHILADELPHIA,PA  
US

20: transaction reference no.  
TT41689  
32A: value date,currency and amount  
Date : 05 September 2000  
Currency : USD (US DOLLAR)  
Amount : #120,000.00#  
50: ordering customer  
NUEVO MUNDO HOLDING S.A  
LIMA- PERU  
57D: account with institution - address  
//FW026009768  
ISRAEL DISCOUNT BANK  
NEW YORK  
59: beneficiary customer  
/0828537

Fuente: Mensajes Swift

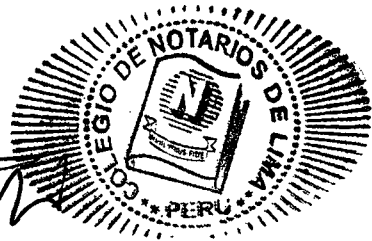
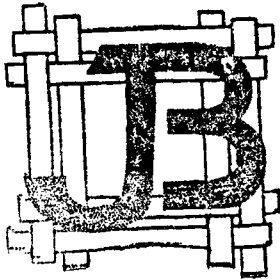
24/5  
8

**VALIDACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

1683

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / LILIAN MOORE

REF. : 116900 - ADE 1012

FAX No. : (5999) 736-6868

FECHA/DATE: Setiembre 14, 2000

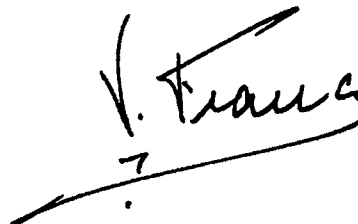
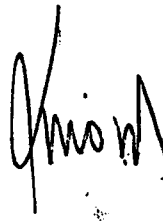
SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523

**FAX MESSAGE:**

Mucho agradeceremos se sirvan renovar el adeudado No. 1012 que vence el 18 de setiembre, bajo las siguientes condiciones:

IMPORTE : USD 115,000.00  
PLAZO : 91 días  
FECHA VALOR : Setiembre 18, 2000  
VENCIMIENTO : Diciembre 18, 2000  
TASA : 9.212% Nominal

Atentamente,

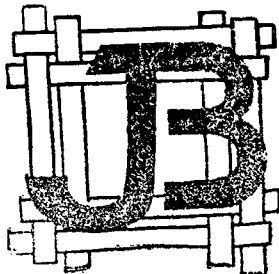
 

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. -=====**  
**LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

**PARA/TO :** CBA / ARNO BUSSER

---

**DE/FROM :** VITALY FRANCO / LILIAN MOORE

---

**REF. :** 116900

---

**FAX No. :** (5999) 736-6868

---

**FECHA/DATE:** Setiembre 14, 2000

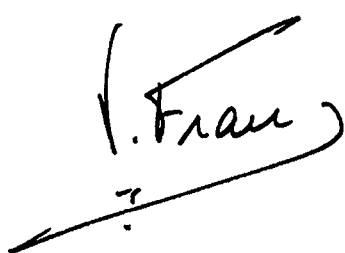
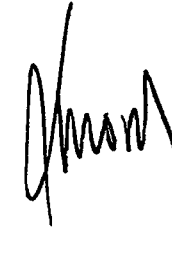
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**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Con fecha valor 18 de setiembre, sírvanse cargar de nuestra cuenta No.119200 que mantenemos en vuestra Institución el importe de USD2,677.88, correspondiente a los intereses del adeudado de la referencia (ADE - 1012).

Atentamente,

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

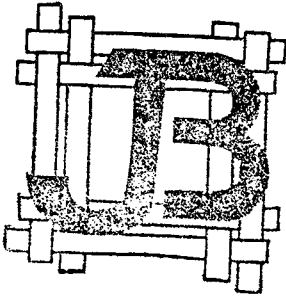
247

5639



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. - =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





# Holding Nuevo Mundo

## PROMISSORY NOTE

**JOSÉ BARRERO BOGGIANO**  
 ABOGADO NOTARIO DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2322 - Telefax 358-2322

Lima, September 18, 2000

USD115,000.00 (One hundred fifteen thousand and 00/100 Dollars)

VALUE DATE: September 18, 2000

For value received, the undersigned, Nuevo Mundo Holding S.A., Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of CBA COMPAGNIE BANCAIRE DES ANTILLES N.V., the sum of One hundred fifteen thousand and 00/100 Dollars (USD115,000.00), and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at COMPAGNIE BANCAIRE DES ANTILLES N.V., Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of 9.212% annual for the period since September 18, 2000 to December 18, 2000 (91 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event Nuevo Mundo Holding S.A. fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

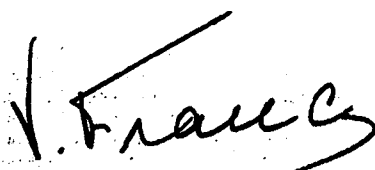
This Promissory Note shall exclusively be governed by Netherlands Antilles law. Place of performance and place of execution proceedings shall be Curaçao and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Curaçao.

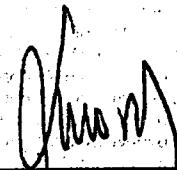
This Promissory Note shall be held under the custody and control of CBA COMPAGNIE BANCAIRE DES ANTILLES N.V., unless otherwise agreed by both parties, or in the event of default by Nuevo Mundo Holding S.A.

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
 (Name)

LILIAN MOORE  
 (Name)

  
 (Signature)

  
 (Signature)

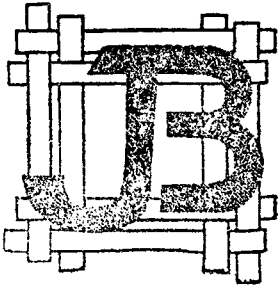
**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

248

5640  
1686

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2320 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



*[Handwritten signature]*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2223 - Telefax 358-2322

**CONFIRMACION DE MENSAJE**

FECHA : 14-SEP-2000 16:48  
NOMBRE : BANCO NUEVO MUNDO  
TEL. : 4424529

TELEFONO : 108  
PAGINAS : 6  
TIEMPO DE INICIO : 14-09 16:46  
TIEMPO TRANSCURRIDO : 01'47"  
MODO : MCE  
RESULTADOS : OK

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

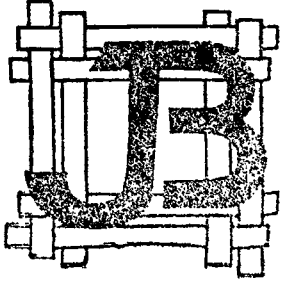
249

5641

1687

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





Nuevo Mundo Holding  
Av. Paseo de la República 3033  
Lima 27, Peru

September 14, 2000

**Subject: Our Fixed Term Loan to Your Institution**

Gentlemen,

Following your request of September 14, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

**Amount:** US\$ 115'000.00 (One hundred and fifteen thousand 00/100 United States Dollars )

**Draw-Down:** September 18, 2000

**Repayment:** December 18, 2000

**Interest Rate:** 9.212% p.a.

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

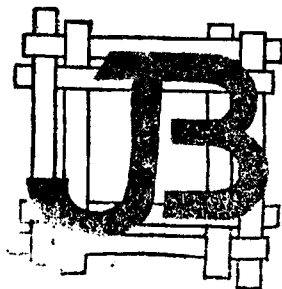
**Overriding Events:** In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the cost to the Bank of making or maintaining amounts

250  
M  
Ⓞ

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



*[Handwritten signature]*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

**Event of Default:** Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

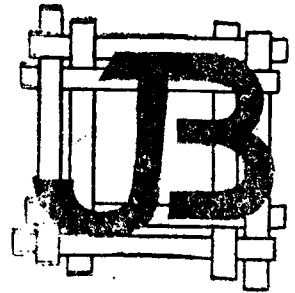
201  
M  
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1689



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

**Indemnity:** The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.

**Assignment:** The Borrower shall not be entitled to assign all or any part of his rights under this Loan Agreement without the prior written consent of the Bank. The Bank may at any time assign all or any part of his rights hereunder.

**Governing Law:** This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.

1690

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M  
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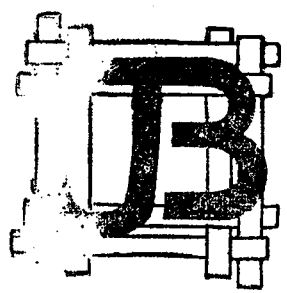
Page 3 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

5644

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



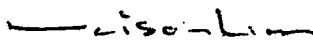
*[Handwritten Signature]*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,

  
Waison Lam  
Deputy, Managing Director

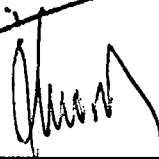
  
Arlene Orique  
Manager Private Banking

We herewith agree with the contents of and to be bound by this Loan Agreement.

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

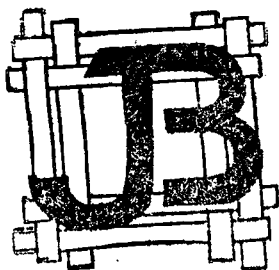
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado


1691 253  
5645

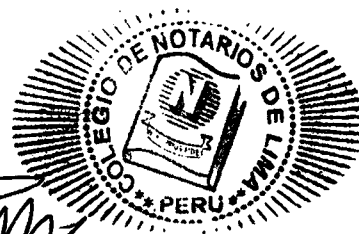
JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2322 - Telefax 358-2322

CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



  
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



CITIBANK N.A.  
NEW YORK,NY  
US

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosario 225-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

20: transaction reference no.  
TT39791  
32A: value date,currency and amount  
Date : 19 June 2000  
Currency : USD (US DOLLAR)  
Amount : #15,000.00#  
50: ordering customer  
MARCOS GROISMAN  
LIMA- PERU  
56D: intermediary - name/address  
/36118975  
CBG COMPAGNIE BANCAIRE GENEVE  
57D: account with institution - address  
CBA COMPAGNIE BANCAIRE DES ANTILLES  
59: beneficiary customer  
/809770  
CONC 116900  
71A: details of charges  
OUR

FIRST UNION NATIONAL BANK, PHILADELPHIA  
PHILADELPHIA,PA  
US

20: transaction reference no.  
TT39795  
32A: value date,currency and amount  
Date : 19 June 2000  
Currency : USD (US DOLLAR)  
Amount : #50,000.00#  
50: ordering customer  
NAHUM KIZNER  
LIMA- PERU  
56D: intermediary - name/address  
//FW026007993  
UBS AG  
NEW YORK  
57D: account with institution - address  
/101WA388904010  
EFG PRIVATE BANK S.A  
SWITZERLAND  
59: beneficiary customer  
/588179  
NAHUM KIZNER  
71A: details of charges  
OUR

Fuente: Mensajes Swift

**LEGALIZACION DE FOTOCOPIA**

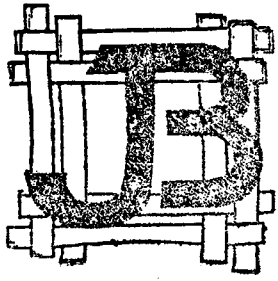
Art. 110 y 111 Ley del Notariado

1692

254

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. -=====**  
**LIMA, 21 DE MAYO DEL 2001. -----**



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / ARTURO NAQUIRA

REF. : 116890

FAX No. : (5999) 736-6868

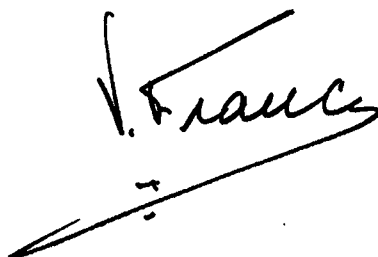
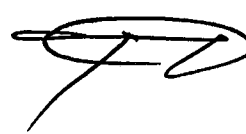
FECHA/DATE: Octubre 24, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Con fecha valor 27 de octubre, sírvanse cargar de nuestra cuenta No.119200 que mantenemos en vuestra Institución el importe de USD705,614.58, correspondiente a la cancelación del adeudado de la referencia (ADE - 1039).

Atentamente,

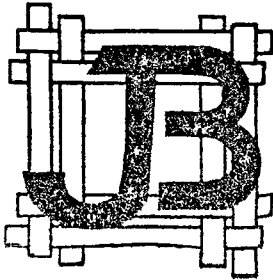
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA. DE LO QUE DOY FE. =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



CITIBANK N.A.  
NEW YORK, NY  
US

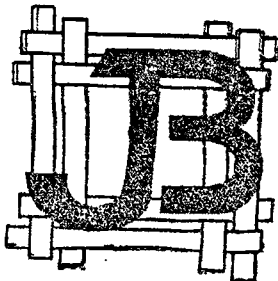
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TT42181  
32A: value date, currency and amount  
Date : 26 September 2000  
Currency : USD (US DOLLAR)  
Amount : #100,000.00#  
50: ordering customer  
MOISES FLEISCHMAN  
LIMA- PERU  
56D: intermediary - name/address  
/36118975  
CBG COMPAGNIE BANCAIRE GENEVE  
57D: account with institution - address  
CBA COMPAGNIE BANCAIRE DES ANTILLES  
N.V  
59: beneficiary customer  
/809770  
CONC 116890  
71A: details of charges  
OUR

FIRST UNION NATIONAL BANK, PHILADELPHIA  
PHILADELPHIA, PA  
US

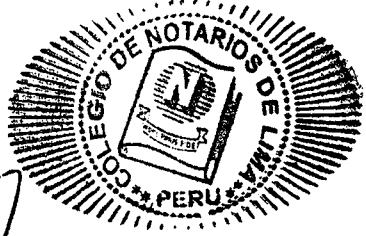
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TT42155  
32A: value date, currency and amount  
Date : 25 September 2000  
Currency : USD (US DOLLAR)  
Amount : #93,000.00#  
50: ordering customer  
MARIA LUISA DE BERTARELLI  
LIMA- PERU  
56D: intermediary - name/address  
//FW021000018  
BANK OF NEW YORK  
NEW YORK  
57A: account with institution - BIC  
CRESCHZZ80A

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
~~ABOGADO NOTARIO DE LIMA~~  
~~AV. EL ROSARIO No. 226~~  
LIMA 08



**JOSE BARETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CITIBANK N.A.  
NEW YORK, NY  
US

20: transaction reference no.  
TT41496  
32A: value date, currency and amount  
Date : 28 August 2000  
Currency : USD (US DOLLAR)  
Amount : #500,000.00#  
50: ordering customer  
MOISES FLEISCHMAN  
LIMA - PERU  
56D: intermediary - name/address  
/36118975  
CBG COMPAGNIE BANCAIRE GENEVE  
57D: account with institution - address  
CBA COMPAGNIE BANCAIRE DES ANTILLES  
N.V  
59: beneficiary customer  
/809770  
CONC.116890  
71A: details of charges  
OUR

STANDARD CHARTERED BANK  
NEW YORK, NY  
US

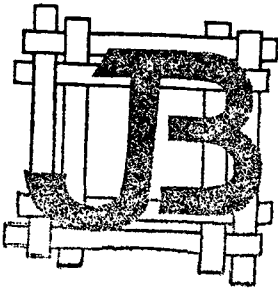
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TT41454  
32A: value date, currency and amount  
Date : 25 August 2000  
Currency : USD (US DOLLAR)  
Amount : #60,000.00#  
50: ordering customer  
LUIS GYGAX  
LIMA - PERU  
56D: intermediary - name/address  
//FW026007993  
UBS AG  
NEW YORK  
57D: account with institution - address  
/101WA388904010

257

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosal 226-228 - Lima 08  
Telf. 358-2322 - Telefax 358-2322

**SUPERINTENDENCIA DE BANCA Y SEGUROS  
COMISION DE INTERVENCIÓN  
AREA DE COMERCIO EXTERIOR**

**TRANSFERENCIAS ENVIADAS POR EL BANCO DEL NUEVO MUNDO**

**PERÍODO: AGOSTO 2000**

CITIBANK N.A.  
NEW YORK,NY  
US

20: transaction reference no.  
TT41537  
32A: value date,currency and amount  
Date : 29 August 2000  
Currency : USD (US DOLLAR)  
Amount : #180,000.00#  
50: ordering customer  
MARIA BASADRE  
LIMA- PERU  
56D: intermediary - name/address  
/36118975  
CBG COMPAGNIE BANCAIRE GENEVE  
57D: account with institution - address  
CBA COMPAGNIE BANCAIRE DES ANTILLES  
N.V  
59: beneficiary customer  
/809770  
CONC 116910  
71A: details of charges  
OUR

CITIBANK N.A.  
NEW YORK,NY  
US

20: transaction reference no.  
TT41495  
32A: value date,currency and amount  
Date : 28 August 2000  
Currency : USD (US DOLLAR)  
Amount : #100,000.00#  
50: ordering customer  
MOISES FLEISCHMAN  
LIMA - PERU  
56D: intermediary - name/address  
/36118975  
CBG COMPAGNIE BANCAIRE GENEVE  
57D: account with institution - address  
CBA COMPAGNIE BANCAIRE DES ANTILLES  
59: beneficiary customer  
/809770  
CONC. 116890  
71A: details of charges  
OUR

258

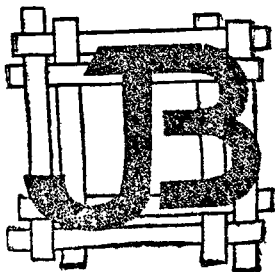
Fuente: Mensajes Swift

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

1696

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / LILIAN MOORE

REF. : 116820 - ADE 1019

FAX No. : (5999) 736-6868

FECHA/DATE: Octubre 12, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Mucho agradeceremos se sirvan renovar el adeudado No. 1019 que vence el 19 de octubre, bajo las siguientes condiciones:

IMPORTE : USD110,000.00  
PLAZO : 90 días  
FECHA VALOR : Octubre 19, 2000  
VENCIMIENTO : Enero 17, 2000  
TASA : 8.961% Nominal

Atentamente,

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

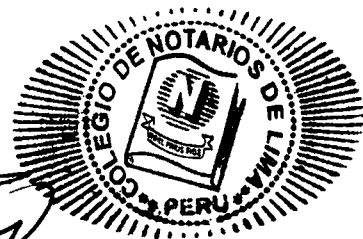
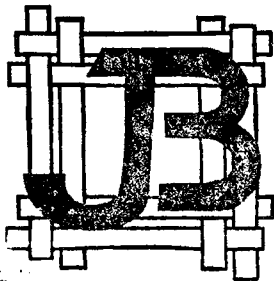
Cont 259

5595



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / LILIAN MOORE

REF. : 116820

FAX No. : (5999) 736-6868

FECHA/DATE: Octubre 12, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523

**FAX MESSAGE:**

Con fecha valor 19 de octubre, sírvanse cargar de nuestra cuenta No.119200 que mantenemos en vuestra Institución el importe de USD2,464.28, correspondiente a los intereses del adeudado de la referencia (ADE;- 1019).

Atentamente,

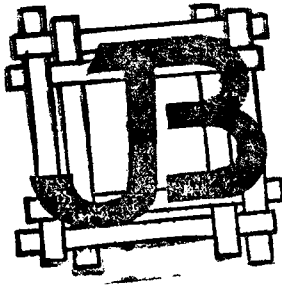
*V. Franco* *L. Moore*

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



*[Handwritten signature]*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



# Nuevo Mundo

## PROMISSORY NOTE

JOSE BARRERO BOGGIANO  
LIMA

AV. EL PARADISO 228, Lima-08  
New 036 2333333 Telefax 358-2322

USD 10,000.00 (One hundred ten thousand and 00/100 Dollars)

VALUE DATE: October 19, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Peru, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred ten thousand and 00/100 Dollars (USD 10,000.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curacao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **8.961% annual** for the period since **October 19, 2000 to January 17, 2001 (90 days)**. Interest shall be computed on the basis of a year of **360 days** and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curacao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curacao**.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.** unless otherwise agreed by both parties. In the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING SA**

**LILIAN MOORE**

(Name)

(Name)

(Signature)

(Signature)

COPIACION DE FOTOCOPIA

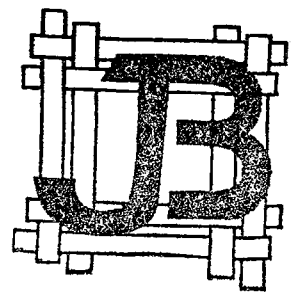
100% by Notario

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1699

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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LIMA, 21 DE MAYO DEL 2001. -----**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

CONFIRMACION DE MENSAJE

FECHA : 19-OCT-2000 09:36  
NOMBRE : BANCO NUEVO MUNDO  
TEL. : 4424529

TELEFONO : 108  
PAGINAS : 1  
TIEMPO DE INICIO : 19-10 09:35  
TIEMPO TRANSCURRIDO : 00'29"  
MODO : MCE  
RESULTADOS : OK

ESPACIO EN BLANCO

262

5598

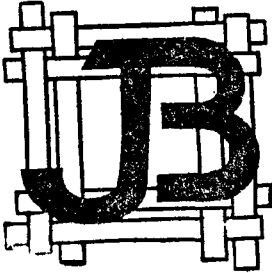
LEGALIZACION DE FOTOCOPIA

Art. 110 y 111 Ley del Notariado

1700

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





Nuevo Mundo Holding  
Av. Paseo de la República 3033  
Lima 27, Peru

October 19, 2000

**Subject: Our Fixed Term Loan to Your Institution**

Gentlemen,

Following your request of October 12, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

**Amount:** US\$ 110'000.00 ( One hundred and ten thousand 00/100 United States Dollars )

**Draw-Down:** October 19, 2000

**Repayment:** January 17, 2001

**Interest Rate:** 8.961% p.a.

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

**Overriding Events:** In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the cost to the Bank of making or maintaining amounts

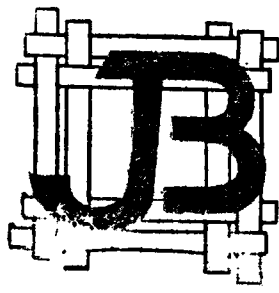
*Handwritten signature and initials*



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
Av. El Rosario 228-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written over a horizontal line.

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228.  
LIMA 08



available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

Event of Default: Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

Page 2 of 4  
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

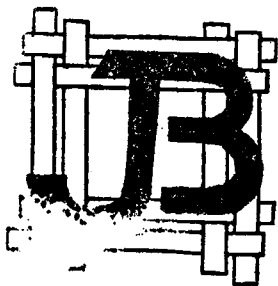
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**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe.

Lima, 21 MAYO 2001



*[Handwritten signature]*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



- d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

- Indemnity:** The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.
- Assignment:** The Borrower shall not be entitled to assign all or any part of his rights under this Loan Agreement without the prior written consent of the Bank. The Bank may at any time assign all or any part of his rights hereunder.
- Governing Law:** This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.

*Handwritten signature*

*265*

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

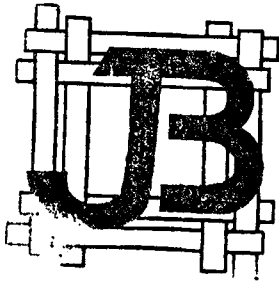
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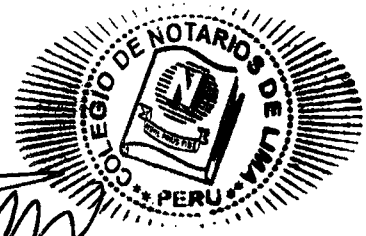
**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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del **ANVERSO** es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written over a horizontal line.



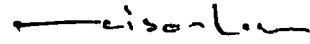
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,



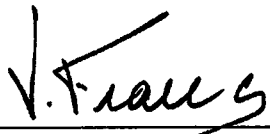
Arno Büsser  
*Chief Executive Officer*




Waison Lam  
*Comptroller*

We herewith agree with the contents of and to be bound by this Loan Agreement.

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

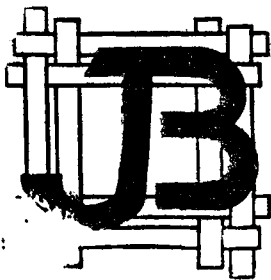
**LEGALIZACION DE FOTOCOPIA**  
Page 1 of 4  
Art. 110 y 111 Ley del Notariado

266  
5602  
1704

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written in a cursive style.

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



FIRST UNION NATIONAL BANK, PHILADELPHIA  
PHILADELPHIA, PA  
US

20: transaction reference no.  
TT40665  
32A: value date, currency and amount  
Date : 24 July 2000  
Currency : USD (US DOLLAR)  
Amount : #3,620,000.00#  
50: ordering customer  
NUEVO MUNDO HOLDING  
LIMA- PERU  
57D: account with institution - address  
//FW026003023  
SAFRA NATIONAL BANK  
OF NEW YORK  
59: beneficiary customer  
/17000004  
NUEVO MUNDO HOLDING S.A  
72: sender to receiver information  
/ACC/ ATTN MIAMI BRANCH

FIRST UNION NATIONAL BANK, PHILADELPHIA  
PHILADELPHIA, PA  
US

20: transaction reference no.  
TT40640  
32A: value date, currency and amount  
Date : 21 July 2000  
Currency : USD (US DOLLAR)  
Amount : #110,000.00#  
50: ordering customer  
GLORIA HORNA DE FOLLEGATI  
LIMA- PERU  
56D: intermediary - name/address  
//FW021000089  
CITIBANK N.A  
NEW YORK  
57D: account with institution - address  
/36118975  
CBG COMPAGNIE BANCAIRE GENEVE  
59: beneficiary customer  
CBA COMPAGNIE BANCAIRE DES ANTILLES  
N.V  
ACCOUNT 809.770 CONC 116820  
71A: details of charges  
OUR

Fuente: Mensajes Swift

2

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

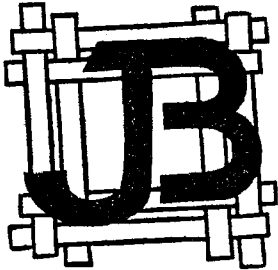
1705

267



JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Tel. 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. -=====**  
**LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER  
DE/FROM : VITALY FRANCO/ LILIAN MOORE  
REF. : 116800 (ADE-1038)  
FAX No. : (5999) 736-6868  
FECHA/DATE: Setiembre 21, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523

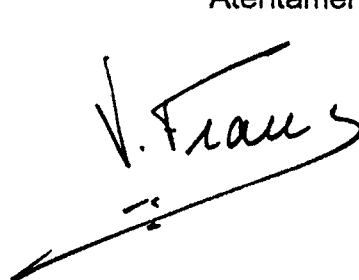

**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD994,000.00  
PLAZO : 92 días  
FECHA VALOR : Setiembre 26, 2000  
FECHA DE VENCIMIENTO: Diciembre 27, 2000  
TASA : 9.213% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

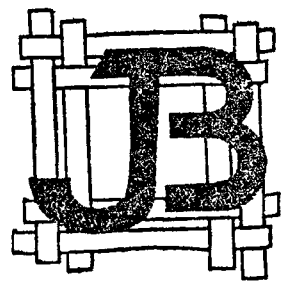
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

268-  
5624

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 225-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

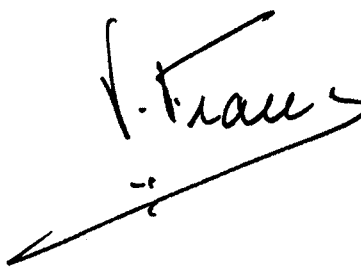
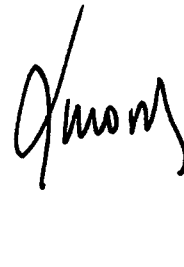
PARATO : CBA / ARNO BUSSER  
DE/FROM : VITALY FRANCO / LILIAN MOORE  
REF. : 116800  
FAX No. : (5999) 736-6868  
FECHA/DATE: Setiembre 21, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Con fecha valor 26 de setiembre, sírvanse cargar de nuestra cuenta No.119200 que mantenemos en vuestra Institución el importe de USD995,192.16, correspondiente a la cancelación del adeudado de la referencia (ADE - 1015).

Atentamente,

**LEGALIZACION DE FOTOCOPIA**

Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.

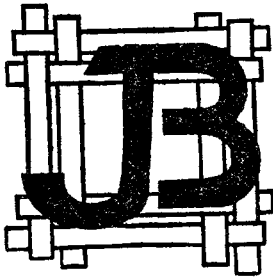
**Art. 110 y 111 Ley del Notariado**

269  
5625

1707

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
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LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



Lima, September 26, 2000

USD994,000.00 (Nine hundred ninety four thousand and 00/100 Dollars )

VALUE DATE: September 26, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **Nine hundred ninety four thousand and 00/100 Dollars (USD994,000.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **9.213%** annual for the period since September 26, 2000 to December 27, 2000 (92 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

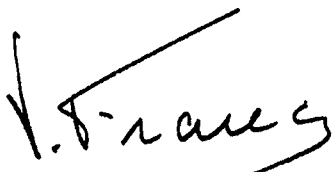
This Promissory Note shall exclusively be governed by Netherlands Antilles law. Place of performance and place of execution proceedings shall be Curaçao and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Curaçao.

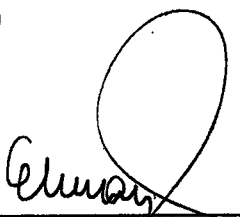
This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

ELSA HUARCAYA  
(Name)

  
(Signature)

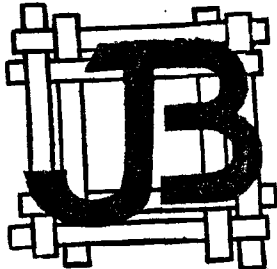
  
(Signature)

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

220  
5626  
1708

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
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LIMA, 21 DE MAYO DEL 2001.- =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CONFIRMACION DE MENSAJE**

FECHA : 26-SEP-2000 14:48  
NOMBRE : BANCO NUEVO MUNDO  
TEL. : 4424529

TELEFONO	:	108
PAGINAS	:	1
TIEMPO DE INICIO	:	26-09 14:47
TIEMPO TRANSCURRIDO	:	00'46"
MODO	:	MCE
RESULTADOS	:	OK

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

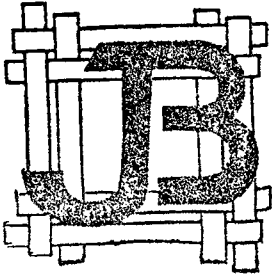
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1709



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



Nuevo Mundo Holding  
Av. Paseo de la República 3033  
Lima 27, Peru

September 21, 2000

**Subject: Our Fixed Term Loan to Your Institution**

Gentlemen,

Following your request of September 21, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

**Amount:** US\$ 994'000.00 (Nine hundred and ninety four thousand 00/100 United States Dollars )

**Draw-Down:** September 26, 2000

**Repayment:** December 27, 2000

**Interest Rate:** 9.213% p.a.

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

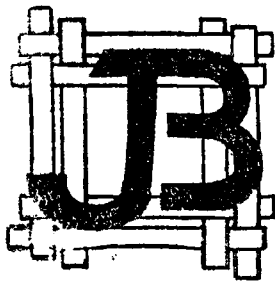
**Overriding Events:** In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the cost to the Bank of making or maintaining amounts

*MFC*  
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**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2022

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe.

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

Event of Default: Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

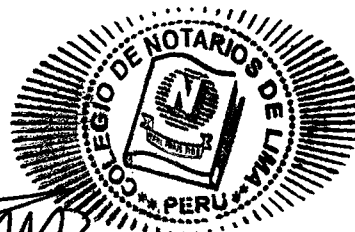
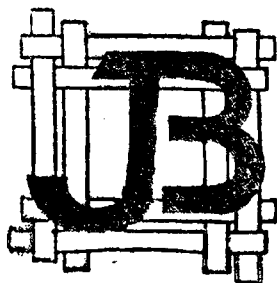
Page 2 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

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Handwritten initials and numbers: "M 223" and a signature.

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



- d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

**Indemnity:** The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.

**Assignment:** The Borrower shall not be entitled to assign all or any part of his rights under this Loan Agreement without the prior written consent of the Bank. The Bank may at any time assign all or any part of his rights hereunder.

**Governing Law:** This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.

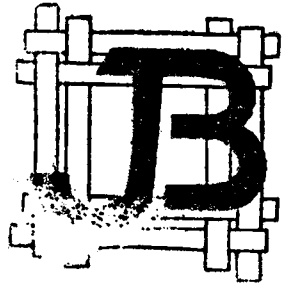
Page 3 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

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**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written in a cursive style.

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,

*Waison Lam*

Waison Lam  
Deputy, Managing Director

*Arlene Crique*

Arlene Crique  
Manager Private Banking

We herewith agree with the contents of and to be bound by this Loan Agreement.

\_\_\_\_\_  
Date

*V. Francis*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*[Signature]*  
\_\_\_\_\_  
Signature

1713 275

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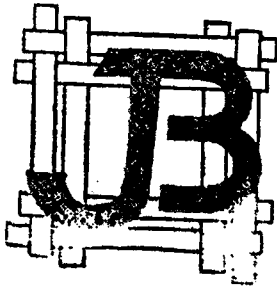
Page 4 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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Lima, 21 MAYO 2001



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER  
DE/FROM : VITALY FRANCO / ELSA HUARCAYA  
REF. : 116790  
FAX No. : (5999) 736-6868  
FECHA/DATE: Noviembre 09, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523

**FAX MESSAGE:**

Mucho agradeceremos se sirvan renovar el adeudado No. 1026 que vence el 14 de noviembre, bajo las siguientes condiciones:

IMPORTE : USD 100,000.00  
PLAZO : 63 días  
FECHA VALOR : Noviembre 14, 2000  
VENCIMIENTO : Enero 16, 2001  
TASA : 8.933% Nominal

Atentamente,

*V. Franco* *Elsa Huarcaya*

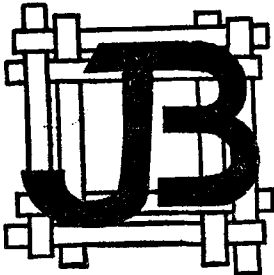
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**LEGALIZACION DE FOTOCOPIA**

1714

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 116790

▼ FAX No. : (5999) 736-6868

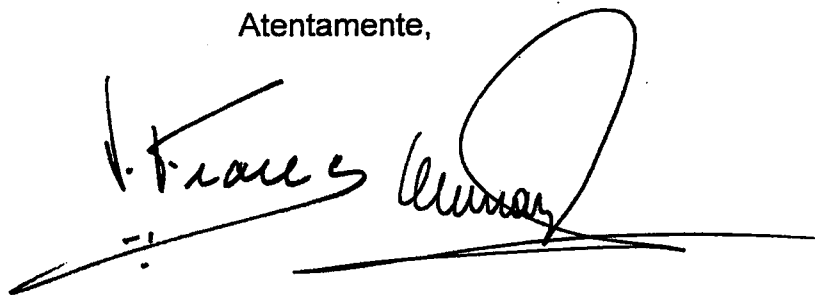
FECHA/DATE: Noviembre 09, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523

**FAX MESSAGE:**

Con fecha valor 14 de noviembre, sírvanse cargar de nuestra cuenta No.119200 que mantenemos en vuestra Institución el importe de USD2,240.25, correspondiente a los intereses del adeudado de la referencia (ADE - 1026).

Atentamente,

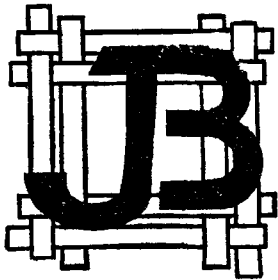


**LEGALIZACION DE FOTOCOPIA**  
Edificio Plaza Bancomer, Calle 114 Ley del Notariado República de Panamá.

277  
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**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



*[Handwritten signature]*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA





# Holding Nuevo Mundo

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Lima, November 14, 2000

USD100,000.00 (One hundred thousand and 00/100 Dollars)

VALUE DATE: November 14, 2000

For value received, the undersigned, Nuevo Mundo Holding S.A., Lima, Peru, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred thousand and 00/100 U.S. Dollars (USD100,000.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V., Gaitoweg 35, P.O. Box 4729, Curacao, Netherlands Antilles.**

This Promissory Note shall pay interest at the rate of **8.933% annual** for the period since **November 14, 2000 to January 16, 2001 (63 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event Nuevo Mundo Holding S.A. fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curacao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curacao**.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO

ELSA HUARCAYA

(Name)

(Name)

(Signature)

(Signature)

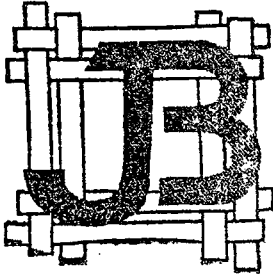
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

1716 5678

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA. DE LO QUE DOY FE. =====  
LIMA, 21 DE MAYO DEL 2001. =====**



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

FIRST UNION NATIONAL BANK, PHILADELPHIA  
PHILADELPHIA, PA  
US

20: transaction reference no.  
TT41268  
32A: value date, currency and amount  
Date : 18 August 2000  
Currency : USD (US DOLLAR)  
Amount : #100,000.00#  
50: ordering customer  
ALDO FERNANDO KAHAN NOVOA  
LIMA - PERU  
57D: account with institution - address  
//FW026003023  
SAFRA NATIONAL BANK OF NEW YORK  
NEW YORK  
59: beneficiary customer  
/17001973  
ALDO KAHAN NOVOA  
71A: details of charges  
OUR  
72: sender to receiver information  
/ACC/ ATTN MIAMI BRANCH

CITIBANK N.A.  
NEW YORK, NY  
US

20: transaction reference no.  
TT41172  
32A: value date, currency and amount  
Date : 15 August 2000  
Currency : USD (US DOLLAR)  
Amount : #100,000.00#  
50: ordering customer  
JUANA GANDELMAN DE MALAMUD  
LIMA - PERU  
56D: intermediary - name/address  
/36118975  
CBG COMPAGNIE BANCAIRE GENEVE  
57D: account with institution - address  
CBA COMPAGNIE BANCAIRE DES ANTILLES  
N.V  
59: beneficiary customer  
/809770  
CONC 116790

Fuente: Mensajes Swift

4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

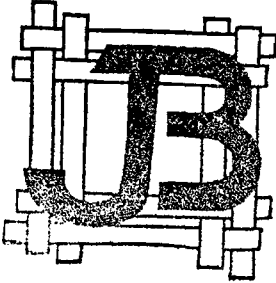
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**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2223

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE**  
**FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER  
DE/FROM : VITALY FRANCO / LILIAN MOORE  
REF. : 116790 - Ade 1017  
FAX No. : (5999) 736-6868  
FECHA/DATE: Octubre 12, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523.**  
**IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Mucho agradeceremos se sirvan renovar el adeudado No. 1017 que vence el 17 de octubre, bajo las siguientes condiciones:

IMPORTE : USD 150,000.00  
PLAZO : 91 días  
FECHA VALOR : Octubre 17, 2000  
VENCIMIENTO : Enero 16, 2001  
TASA : 8.962% Nominal

Atentamente,

*V. Franco*  
*[Signature]*

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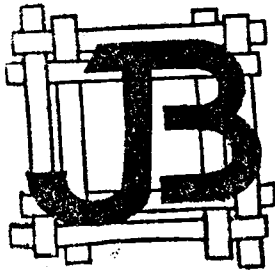
290


**LEGALIZACION DE FOTOCOPIA**  
Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado

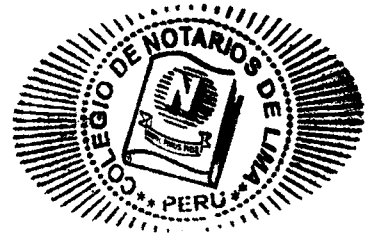
**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





# Holding **Nuevo Mundo** PROMISSORY NOTE

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Lima, October 17, 2000

USD150,000.00 (One hundred fifty thousand and 00/100 Dollars)

VALUE DATE: October 17, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred fifty thousand and 00/100 U.S. Dollars (USD150,000.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **8.962%** annual for the period since **October 17, 2000 to January 16, 2001 (91 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by Netherlands Antilles law. Place of performance and place of execution proceedings shall be Curaçao and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Curaçao.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

LILIAN MOORE  
(Name)

*V. Franco*  
(Signature)

*L. Moore* 1719  
(Signature)

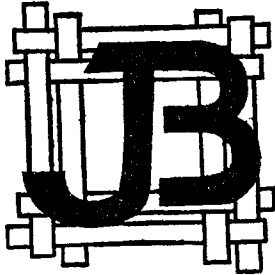
281

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

5604

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



*[Handwritten signature]*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARATO : CBA / ARNO BUSSER  
DE/FROM : VITALY FRANCO / LILIAN MOORE  
REF. : 116790  
FAX No. : (5999) 736-6868  
FECHA/DATE: Octubre 12, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Con fecha valor 17 de octubre, sírvanse cargar de nuestra cuenta No.119200 que mantenemos en vuestra Institución el importe de USD3,398.09, correspondiente a los intereses del adeudado de la referencia (ADE - 1017).

Atentamente,





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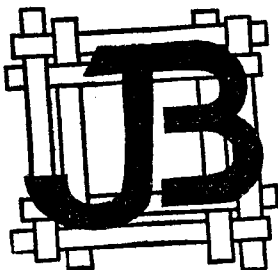
5605

Edificio Plaza Bancomer - Calle 50, Panamá, - República de Panamá.  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

282

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**Nuevo Mundo Holding**  
**Av. Paseo de la República 3033**  
**Lima 27, Peru**

October 12, 2000

**Subject: Our Fixed Term Loan to Your Institution**

Gentlemen,

Following your request of October 12, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

**Amount:** US\$ 150'000.00 ( One hundred and fifty thousand 00/100 United States Dollars )

**Draw-Down:** October 17, 2000

**Repayment:** January 16, 2001

**Interest Rate:** 8.962% p.a.

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

**Overriding Events:** In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the cost to the Bank of making or maintaining amounts

CBA Compagnie Bancaire des Antilles N.V.

Gaitoweg 35

P.O. Box 4729

Curaçao - Netherlands Antilles

Telephone 599 9 / 736 67 68

Telephone 599 9 / 24 30 30

Fax 599 9 / 736 68 68

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

1721

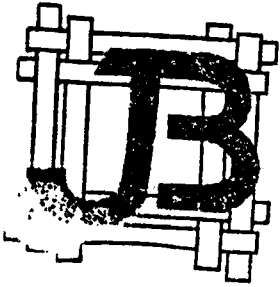
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**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





**JOSE BARRERO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Roble 220-228 - Lima 08  
Telf. 358-2320 - Telefax 358-2322

available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

Event of Default: Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

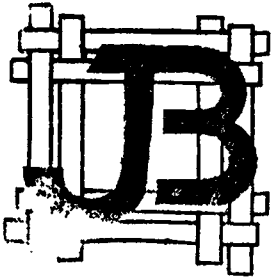
4 M 284  
1722 5607

Page 2 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosero 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

- d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

**Indemnity:** The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.

**Assignment:** The Borrower shall not be entitled to assign all or any part of his rights under this Loan Agreement without the prior written consent of the Bank. The Bank may at any time assign all or any part of his rights hereunder.

**Governing Law:** This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.

*Handwritten signature and initials*

1723

285

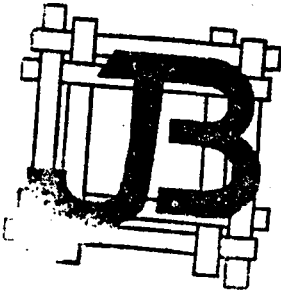
5608

Page 2 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



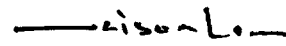
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08

Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,



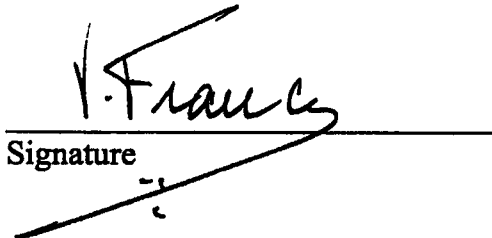
**Arno Büsser**  
*Chief Executive Officer*



**Waison Lam**  
*Comptroller*

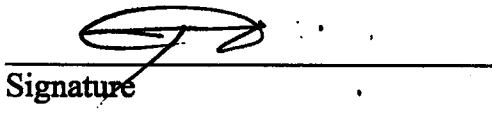
We herewith agree with the contents of and to be bound by this Loan Agreement.

\_\_\_\_\_  
Date



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



\_\_\_\_\_  
Signature

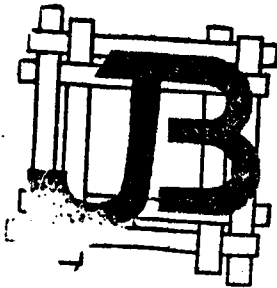
Page 4 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

3809  
1724 286

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe.

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2328 - Telefax 358-2322

FIRST UNION NATIONAL BANK, PHILADELPHIA  
PHILADELPHIA, PA  
US

20: transaction reference no.  
TT40539  
32A: value date, currency and amount  
Date : 18 July 2000  
Currency : USD (US DOLLAR)  
Amount : #105,000.00#  
50: ordering customer  
TERESA COLOMA SIDIA DE CORI  
LIMA- PERU  
56D: intermediary - name/address  
//FW021000089  
CITIBANK N.A  
NEW YORK  
57D: account with institution - address  
/36118975  
CBG COMPAGNIE BANCAIRE GENEVE  
59: beneficiary customer  
CBA COMPAGNIE BANCAIRE DES ANTILLES  
N.V  
ACCOUNT 809.770 , CONC 116810  
T.C.C  
71A: details of charges  
OUR

FIRST UNION NATIONAL BANK, PHILADELPHIA  
PHILADELPHIA, PA  
US

20: transaction reference no.  
TT40540  
32A: value date, currency and amount  
Date : 18 July 2000  
Currency : USD (US DOLLAR)  
Amount : #150,000.00#  
50: ordering customer  
JUANA G DE MALAMUD  
LIMA PERU  
56D: intermediary - name/address  
//FW021000089  
CITIBANK N.A  
NEW YORK  
57D: account with institution - address  
/36118975  
CBG COMPAGNIE BANCAIRE GENEVE  
59: beneficiary customer  
CBA COMPAGNIE BANCAIRE DES ANTILLES  
N.V  
ACCOUNT 809.770 CONC 116790  
71A: details of charges  
OUR

Fuente: Mensajes Swift

4

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

1725

287

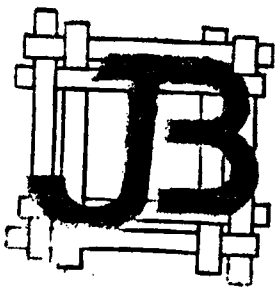


**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

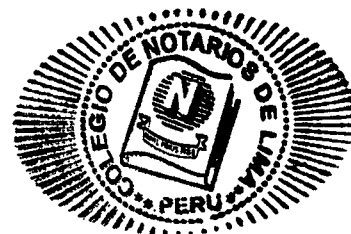
21 MAYO 2001

Lima. \_\_\_\_\_



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written over the printed name below.

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



*Adeudado*  
**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosal 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

**PARA/TO :** CBA / ARNO BUSSER  
**DE/FROM :** VITALY FRANCO/ LILIAN MOORE  
**REF. :** 116780 (ADE-1044)  
**FAX No. :** (5999) 736-6868  
**FECHA/DATE:** Octubre 06, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

**IMPORTE :** USD188,500.00  
**PLAZO :** 91 días  
**FECHA VALOR :** Octubre 10, 2000  
**FECHA DE VENCIMIENTO:** Enero 09, 2001  
**TASA :** 8.962% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

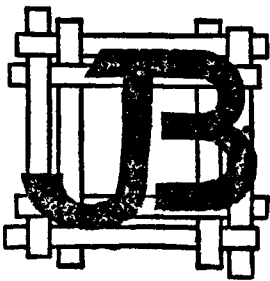
*V. Franco* *Juan*

*Car!* 1726  
288

**LEGALIZACION DE FOTOCOPIA** 5617  
Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



*[Handwritten signature]*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER  
DE/FROM : VITALY FRANCO / LILIAN MOORE  
REF. : 116780  
FAX No. : (5999) 736-6868  
FECHA/DATE: Octubre 06, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Con fecha valor 10 de octubre, sírvanse cargar de nuestra cuenta No.119200 que mantenemos en vuestra Institución el importe de USD153,538.11, correspondiente a la cancelación del adeudado de la referencia (ADE - 1016).

Atentamente,

*V. Franco* *Quinn*

1727<sup>99</sup>  
2

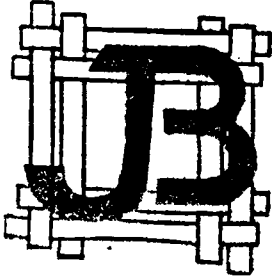
5648

**LEGALIZACION DE FOTOCOPIA**  
Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe.

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

**Event of Default:** Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

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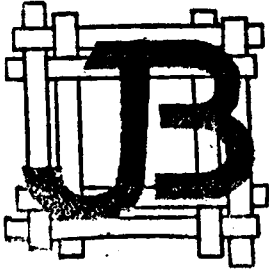
Page 2 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

5621

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe.

Lima, 21 MAYO 2001



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written over the printed name.

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**JOSE BARRERO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

**Indemnity:** The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.

**Assignment:** The Borrower shall not be entitled to assign all or any part of his rights under this Loan Agreement without the prior written consent of the Bank. The Bank may at any time assign all or any part of his rights hereunder.

**Governing Law:** This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.

Page 3 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

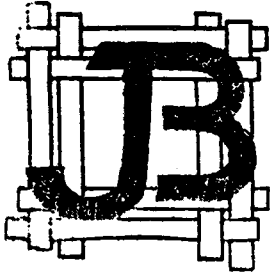
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5622  
ML  
Ⓞ



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe.

Lima, 21 MAYO 2001



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano'. The signature is fluid and cursive, written over the printed name below.



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosarillo 226-228 - Lima 08  
Telf. 358-1223 - Telefax 358-2322

Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,

Waison Lam  
*Deputy, Managing Director*

Arlene Criqué  
*Manager Private Banking*

We herewith agree with the contents of and to be bound by this Loan Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

1732 294

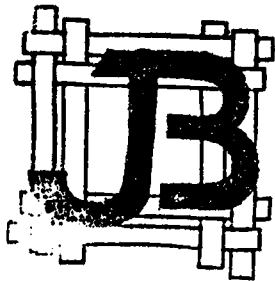
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Page 4 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

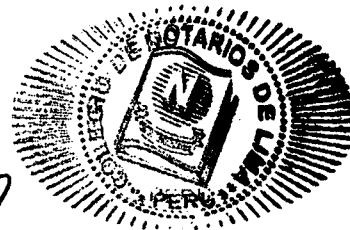
**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
T. 358-2323 - Telefax 358-2323

**CERTIFICO:** Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**JOSE BARBETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CITIBANK N.A.  
NEW YORK, NY  
US

20: transaction reference no.  
TT40331  
32A: value date, currency and amount  
Date : 10 July 2000  
Currency : USD (US DOLLAR)  
Amount : #150,115.58#  
50: ordering customer  
CESAR MARTINALLI  
LIMA- PERU  
56D: intermediary - name/address  
/36118975  
CBG COMPAGNIE BANCAIRE GENEVE  
57D: account with institution - address  
CBA COMPAGNIE BANCAIRE DES ANTILLES  
N.V  
59: beneficiary customer  
/809770  
CONC 116780  
71A: details of charges  
OUR

STANDARD CHARTERED BANK  
NEW YORK, NY  
US

20: transaction reference no.  
TT40286  
32A: value date, currency and amount  
Date : 07 July 2000  
Currency : USD (US DOLLAR)  
Amount : #90,000.00#  
50: ordering customer  
PEDRO MUNAR  
LIMA- PERU  
56D: intermediary - name/address  
//FW026007993  
UBS AG  
NEW YORK  
57D: account with institution - address  
/101WA388904010

Fuente: Mensajes Swift

1733

8

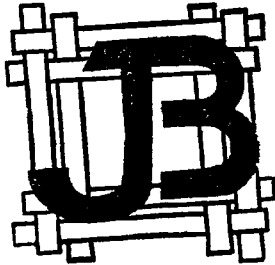
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

295

**JOSE BARRETO BOGGIANO**  
**ABOGADO - NOTARIO DE LIMA**  
**Av. El Rosario 226-228 - Lima 08**  
**Telf. 358-2323 - Telefax 358-2322**

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL**  
**DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. =====**  
**LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
**ABOGADO NOTARIO DE LIMA**  
**AV. EL ROSARIO No. 226**  
**LIMA 08**



**HOJA DE TRANSMISION DE FACSIMILE**  
**FACSIMILE TRANSMITTAL SHEET**

PARATO : CBA / ARNO BUSSER  
DE/FROM : VITALY FRANCO / LILIAN MOORE  
REF. : 116750 - ADE. 1007  
FAX No. : (5999) 736-6868  
FECHA/DATE: setiembre 14, 2000.

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523

**FAX MESSAGE:**

Mucho agradeceremos se sirvan renovar el adeudado No. 1007 que vence el 08 de agosto, bajo las siguientes condiciones:

IMPORTE : USD 100,000.00  
PLAZO : 91 días  
FECHA VALOR : Setiembre 19, 2000  
VENCIMIENTO : Diciembre 19, 2000  
TASA : 9.212% Nominal

Atentamente,

*V. Franco* *L. Moore*

**LEGALIZACION DE FOTOCOPIA**

Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado

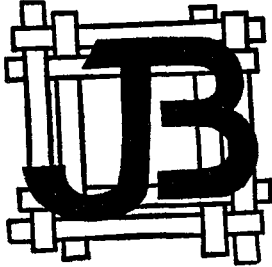
1734


5582

296

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



  
**JOSE BARRETO BOGGIANO**  
~~ABOGADO NOTARIO DE LIMA~~  
~~AV. EL ROSARIO No. 226~~  
LIMA 08





# Holding **Nuevo Mundo** PROMISSORY NOTE

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Lima, September 19, 2000

USD100,000.00 (One hundred thousand and 00/100 Dollars)

VALUE DATE: September 19, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred thousand and 00/100 U.S. Dollars (USD100,000.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **9.212%** annual for the period since **September 19, 2000 to December 19, 2000 (91 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

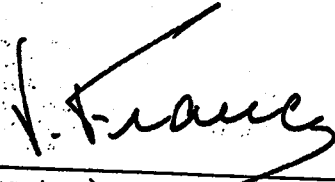
This Promissory Note shall exclusively be governed by Netherlands Antilles law. Place of performance and place of execution proceedings shall be Curaçao and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Curaçao.

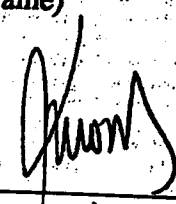
This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

LILIAN MOORE  
(Name)

  
(Signature)

  
(Signature)

1735

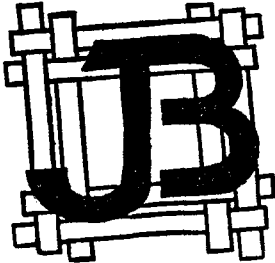
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

5583  
297



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. =====  
LIMA, 21 DE MAYO DEL 2001. =====**



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER  
DE/FROM : VITALY FRANCO / LILIAN MOORE  
REF. : 116750  
FAX No. : (5999) 736-6868  
FECHA/DATE: setiembre 14, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523

**FAX MESSAGE:**

Con fecha valor 19 de setiembre, sírvanse cargar de nuestra cuenta No.119200 que mantenemos en vuestra Institución el importe de USD2,328.59, correspondiente a los intereses del adeudado de la referencia (ADE - 1007).

Atentamente,

*[Handwritten signature: V. Franco]* *[Handwritten signature: Lilian Moore]*

1736

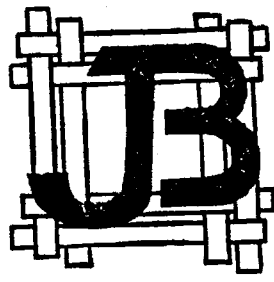
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**LEGALIZACION DE FOTOCOPIA**  
Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO  
Av. El Rosario No. 226 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. - =====  
LIMA, 21 DE MAYO DEL 2001. =====



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosarito 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Nuevo Mundo Holding  
Av. Paseo de la República 3033  
Lima 27, Peru

September 14, 2000

**Subject: Our Fixed Term Loan to Your Institution**

Gentlemen,

Following your request of September 14, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

**Amount:** US\$ 100'000.00 (One hundred thousand 00/100 United States Dollars )  
**Draw-Down:** September 19, 2000  
**Repayment:** December 19, 2000  
**Interest Rate:** 9.212% p.a.

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

**Overriding Events:** In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the cost to the Bank of making or maintaining amounts

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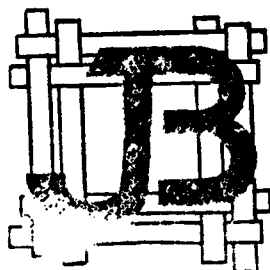
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

5585

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática  
del **ANVERSO** es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





**JOSE BARRETO BOGGIANO**  
ABOGADO / NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

**Event of Default:**

Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

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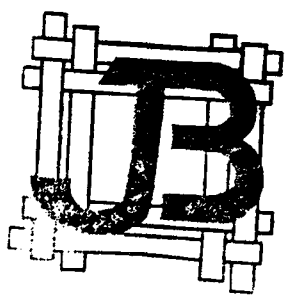
**LEGALIZACION DE FOTOCOPIA**  
Page 2 of 4  
**Art. 110 y 111 Ley del Notariado**

5586

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe.

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



- d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

**Indemnity:** The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.

**Assignment:** The Borrower shall not be entitled to assign all or any part of his rights under this Loan Agreement without the prior written consent of the Bank. The Bank may at any time assign all or any part of his rights hereunder.

**Governing Law:** This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

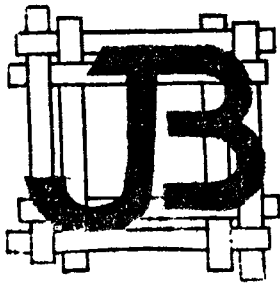
1739  
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**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe.

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,

*Waison Lam*

Waison Lam  
Deputy, Managing Director

*Arlene Crique*

Arlene Crique  
Manager Private Banking

We herewith agree with the contents of and to be bound by this Loan Agreement.

\_\_\_\_\_  
Date

*J. Frances*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*[Signature]*  
\_\_\_\_\_  
Signature

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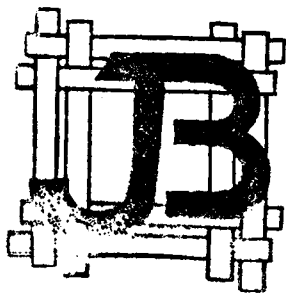
302

5588

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe.

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosario 216-228 - Lima 08  
Telf. 358-2223 - Telefax 358-2322

**CITIBANK N.A.**  
**NEW YORK, NY**  
**US**

**20: transaction reference no.**  
TT37709  
**32A: value date, currency and amount**  
Date : 24 March 2000  
Currency : USD (US DOLLAR)  
Amount : #100,000.00#  
**50: ordering customer**  
**MANUEL BEHAR**  
**LIMA - PERU**  
**57D: account with institution - address**  
//FW026003023  
**SAFRA NATIONAL BANK**  
**OF NEW YORK**  
**59: beneficiary customer**  
//17000918  
**MANUEL BEHAR**  
**71A: details of charges**  
OUR  
**72: sender to receiver information**  
/ACC/ ATTN MIAMI BRANCH

**CITIBANK N.A.**  
**NEW YORK, NY**  
**US**

**20: transaction reference no.**  
TT37660  
**32A: value date, currency and amount**  
Date : 22 March 2000  
Currency : USD (US DOLLAR)  
Amount : #100,000.00#  
**50: ordering customer**  
**MARCO ANTONIO LUNA RIVERA**  
**LIMA - PERU**  
**56D: intermediary - name/address**  
/36118975  
**CBG COMPAGNIE BANCAIRE GENEVE**  
**57D: account with institution - address**  
**CBG COMPAGNIE BANCAIRE DES ANTILLES**  
**N.V**  
**59: beneficiary customer**  
/809770  
**CONC 116750**  
**71A: details of charges**  
OUR

Fuente: Mensajes Swift

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

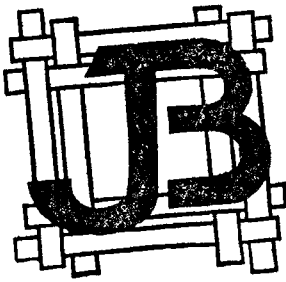
3

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**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-6302

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER  
DE/FROM : VITALY FRANCO / ELSA HUARCAYA  
REF. : 116700 - ADE 1061  
FAX No. : (5999) 736-6868  
FECHA/DATE: Noviembre 08, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

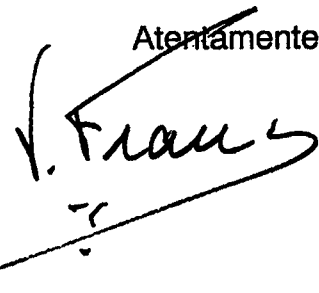
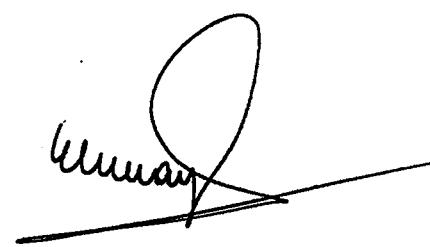
**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD223,500.00  
PLAZO : 92 días  
FECHA VALOR : Noviembre 14, 2000  
FECHA DE VENCIMIENTO: Febrero 14, 2001  
TASA : 9.213% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

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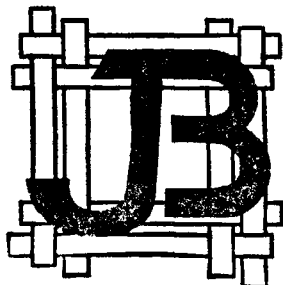
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**LEGALIZACION DE FOTOCOPIA**

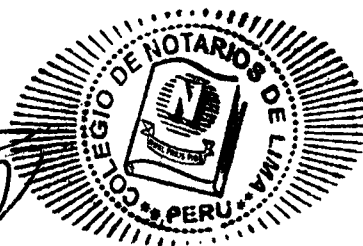
Edificio Plaza Bancaria, Art. 110 y 111 Ley del Notariado, Panamá, República de Panamá.

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario No. 226  
Telf. 358-2222

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**PROMISSORY NOTE**

Lima, November 14, 2000

**USD223,500.00** (Two hundred twenty three thousand five hundred and 00/100 Dollars )

**VALUE DATE:** November 14, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **Two hundred twenty three thousand five hundred and 00/100 Dollars (USD223,500.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **9.213% annual** for the period since **November 14, 2000** to **February 14, 2001 (92 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**



**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

ELSA HUARCAYA  
(Name)

V. Franco  
(Signature)

E. Huarcaya  
(Signature)

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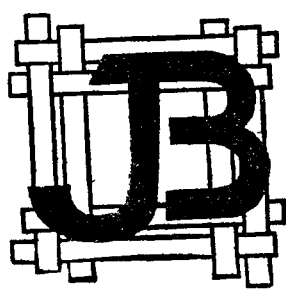
5075

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



*[Handwritten signature]*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



*Adquiere*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**HOJA DE TRANSMISION DE FACSIMILE**  
**FACSIMILE TRANSMITTAL SHEET**

**PARA/TO :** CBA / ARNO BUSSER

**DE/FROM :** VITALY FRANCO / ARTURO NAQUIRA

**REF. :** 117500

**FAX No. :** (5999) 736-6868

**FECHA/DATE:** Octubre 25, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523.**  
**IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Con fecha valor 27 de octubre, sírvanse cargar de nuestra cuenta No.119200 que mantenemos en vuestra Institución el importe de USD160,620.37, correspondiente a la pre-cancelación del adeudado de la referencia (ADE - 1024), considerando la tasa nominal de 8.695%.

Atentamente,

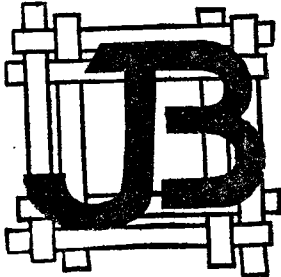
*V. Franco*

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**LEGALIZACION DE FOTOCOPIA**  
Edificio Plaza Bancomer, Calle 50, Panamá, República de Panamá.  
Art. 110 y 111 Ley del Notariado

AV. EL ROSARIO 226-228 - Lima C8  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA C8



*file* *Adeudado*

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 26-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**HOJA DE TRANSMISION DE FACSIMILE**  
**FACSIMILE TRANSMITTAL SHEET**

**PARA/TO :** CBA / ARNO BUSSER

---

**DE/FROM :** VITALY FRANCO / LILIAN MOORE

---

**REF. :** 117030 / ADE - 1051

---

**FAX No. :** (5999) 736-6868

---

**FECHA/DATE:** Octubre 23, 2000

---

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523.**  
**IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523**

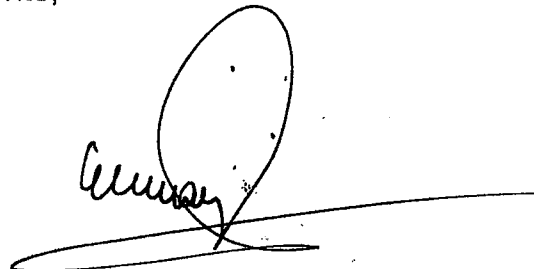
**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

**IMPORTE :** USD70,000.00  
**PLAZO :** 90 días  
**FECHA VALOR :** Octubre 24, 2000  
**FECHA DE VENCIMIENTO:** Enero 22, 2001  
**TASA :** 8.961% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,



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*NOVED*  
*cont* *307*

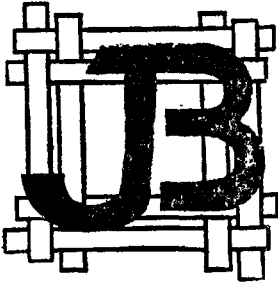
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**LEGALIZACION DE FOTOCOPIA**

Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**Holding**  
**Nuevo Mundo PROMISSORY NOTE**

Lima, October 24, 2000

USD70,000.00 (Seventy thousand and 00/100 Dollars)

VALUE DATE: October 24, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **Seventy thousand and 00/100 U.S. Dollars (USD70,000.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **8.961%** annual for the period since **October 24, 2000 to January 22, 2001 (90 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

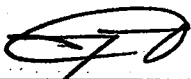
This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

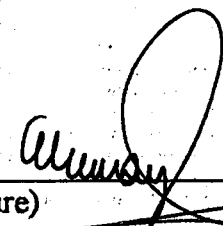
This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

ELSA HUARCAYA  
(Name)

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

1746

308

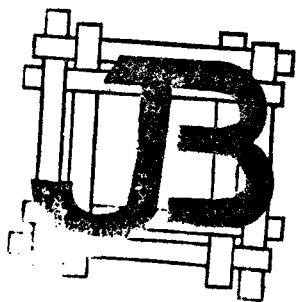
5565


**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe.

Lima, 21 MAYO 2001



  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

**Event of Default:** Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

1748  
310

*[Handwritten signature]*

Page 2 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

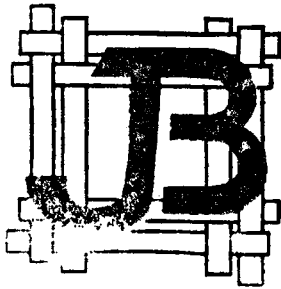
5567



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2622 - Telefax 350-2622

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confronté.- Doy fe.

Lima, 21 MAYO 2001



*[Handwritten Signature]*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



- d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

**Indemnity:** The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.

**Assignment:** The Borrower shall not be entitled to assign all or any part of his rights under this Loan Agreement without the prior written consent of the Bank. The Bank may at any time assign all or any part of his rights hereunder.

**Governing Law:** This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.

Handwritten signature or initials.

1749

Handwritten number 711

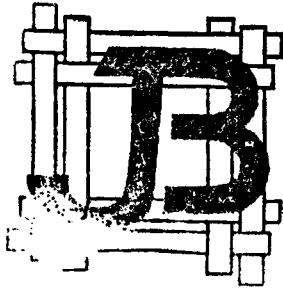
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Page 3 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

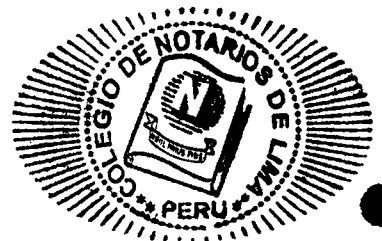
**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,

Arno Büsser  
Chief Executive Officer

Waison Lam  
Comptroller

We herewith agree with the contents of and to be bound by this Loan Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

1750  
3/2

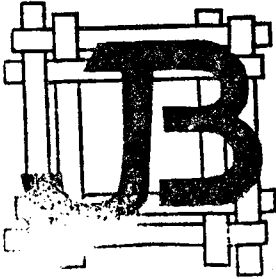
5569

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
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Lima, 21 MAYO 2001



A handwritten signature in dark ink, appearing to read 'Jose Barreto Boggiano', written in a cursive style.

**JOSE BARRETO BOGGIANO**  
~~ABOGADO NOTARIO DE LIMA~~  
~~AV. EL ROSARIO No. 226~~  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

---

DE/FROM : VITALY FRANCO / ARTURO NAQUIRA

---

REF. : 116970

---

FAX No. : (5999) 736-6868

---

FECHA/DATE: Octubre 27, 2000

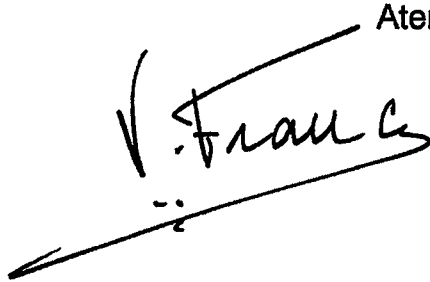
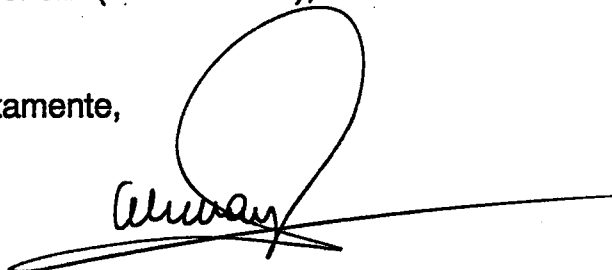
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**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO - (511) 442-4523.**  
**IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Con fecha valor 30 de octubre, sírvanse cargar de nuestra cuenta No.119200 que mantenemos en vuestra Institución el importe de USD72,081.54, correspondiente a la pre-cancelación del adeudado de la referencia (ADE - 1042), considerando la tasa nominal de 8.647%.

Atentamente,

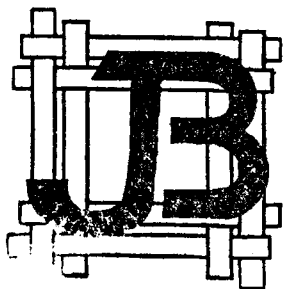
1751  
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**LEGALIZACION DE FOTOCOPIA**  
Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
AV. EL ROSARIO 226-228 - Lima 08  
TEL 358-2323 - Telefax 358-2322

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Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2622 - Telefax 358-2322

Lima, July 27, 2000

▼ USD165,000.00 (One hundred sixty five thousand and 00/100 Dollars)

VALUE DATE: July 27, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of One hundred sixty five thousand and 00/100 U.S. Dollars (USD165,000.00), and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of 9.74% annual for the period since July 27, 2000 to December 26, 2000 (152 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

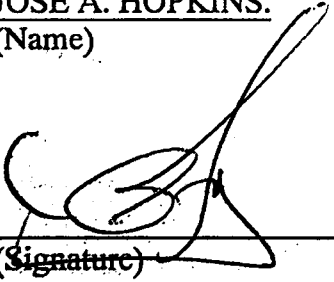
▼ In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by Netherlands Antilles law. Place of performance and place of execution proceedings shall be Curaçao and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Curaçao.

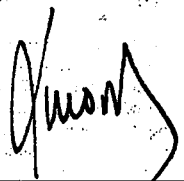
This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

JOSE A. HOPKINS.  
(Name)

  
(Signature)

LILIAN MOORE  
(Name)

  
(Signature)



1753

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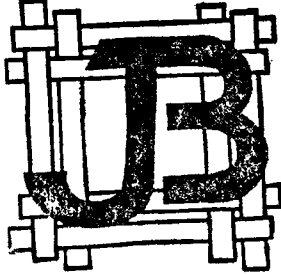
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

5653



JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima Ue  
Telf. 358-2323 - Teletax 358-2323

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====



*Jose Barreto Boggiano*

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA CB



Nuevo Mundo Holding  
Av. Paseo de la República 3033  
Lima 27, Peru

July 27, 2000

**Subject: Our Fixed Term Loan to Your Institution**

Gentlemen,

Following your request of July 26, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

**Amount:** US\$ 165'000.00 (One hundred and sixty five thousand 00/100 United States Dollars )

**Draw-Down:** July 27, 2000 ✓

**Repayment:** December 26, 2000 ✓

**Interest Rate:** 9.74% p.a. ✓

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

**Overriding Events:** In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the cost to the Bank of making or maintaining amounts

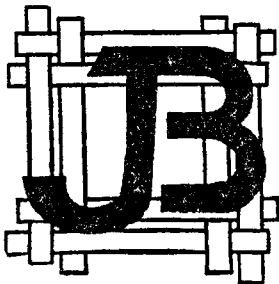
1754

Handwritten signature and initials  
+ 3/6

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written over the printed name.

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

**Event of Default:** Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

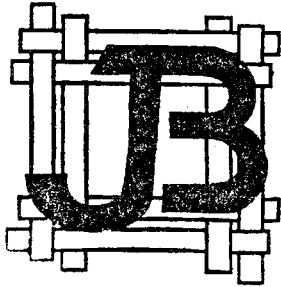
- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

1755  
*[Handwritten signature]*  
5657 3/2

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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Lima, 21 MAYO 2001



  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



- d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

**Indemnity:**

The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.

**Assignment:**

The Borrower shall not be entitled to assign all or any part of his rights under this Loan Agreement without the prior written consent of the Bank. The Bank may at any time assign all or any part of his rights hereunder.

**Governing Law:**

This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.

*Handwritten signature*

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*Handwritten number 318*

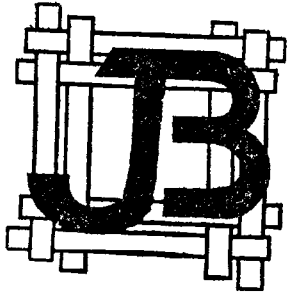
**LEGALIZACION of DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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Lima, 21 MAYO 2001



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written over the printed name.

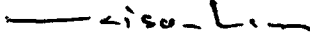
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,

P/O   
Arno Büsser  
Chief Executive Officer

  
Waison Lam  
Comptroller

We herewith agree with the contents of and to be bound by this Loan Agreement.

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

1757

Page 4 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

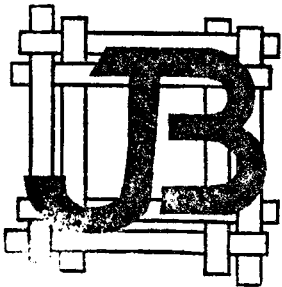
5659




**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax: 358-2322

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Lima, 21 MAYO 2001



  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

---

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

---

REF. : 116730 - ADE 1062

---

FAX No. : (5999) 736-6868

---

FECHA/DATE: Noviembre 10, 2000

---

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523.**  
**IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD111,600.00  
PLAZO : 90 días  
FECHA VALOR : Noviembre 15, 2000  
FECHA DE VENCIMIENTO: Febrero 13, 2001  
TASA : 9.75% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

*V. Franco*

*Elsa Huarcaya*

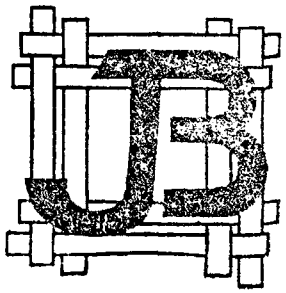
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

1758

5671

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



8272



# Nuevo Mundo Holding

## PROMISSORY NOTE

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Tefefax 358-2322

Lima, November 15, 2000

USD111,600.00 (One hundred eleven thousand six hundred and 00/100 Dollars)

VALUE DATE: November 15, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred eleven thousand six hundred and 00/100 Dollars (USD111,600.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curacao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **9.75% annual** for the period since November 15, 2000 to February 13, 2001 (90 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curacao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curacao**.

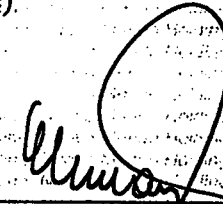
This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

ELSA HUARCAYA  
(Name)

  
(Signature)

  
(Signature)

1759

**LEGALIZACION DE FOTOCOPIA**

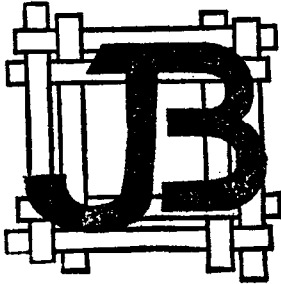
5672

Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====**

**LIMA, 21 DE MAYO DEL 2001.- =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSE

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 116730

FAX No. : (5999) 736-6868

FECHA/DATE: Noviembre 10, 2000

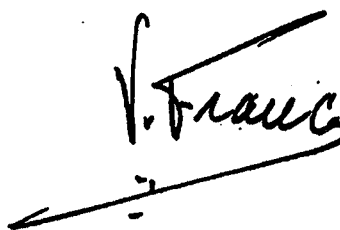
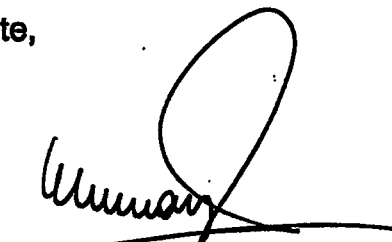
**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.**

**IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Con fecha valor 15 de noviembre, sírvanse cargar de nuestra cuenta No.119200 que mantenemos en vuestra Institución el importe de USD137,577.39, correspondiente a la pre-cancelación del adeudado de la referencia (ADE - 1013), considerando la tasa nominal de 9.21% y plazo de 57 días.

Atentamente,

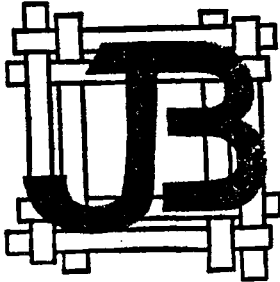
**LEGALIZACION DE FOTOCOPIA**

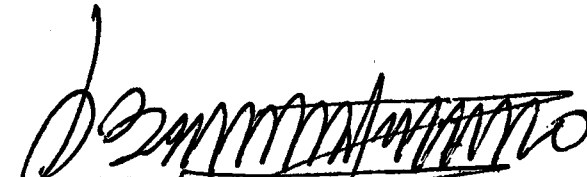
Edificio Plaza Bancomer, Art. 110 y 111, Ley del Notariado, Calle 50, Panamá - República de Panamá.

5072  
1760  
322

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA. DE LO QUE DOY FE. =====  
LIMA, 21 DE MAYO DEL 2001. =====



  
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 116720 - ADE 1006

FAX No. : (5999) 736-6868

FECHA/DATE: Noviembre 20, 2000

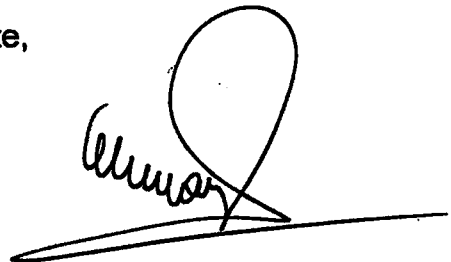
**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Mucho agradeceremos se sirvan renovar el adeudado No. 1006 que vence el 21 de noviembre, bajo las siguientes condiciones:

IMPORTE : USD 101,300.00  
PLAZO : 92 días  
FECHA VALOR : Noviembre 21, 2000  
VENCIMIENTO : Febrero 21, 2001  
TASA : 9.681% Nominal

Atentamente,



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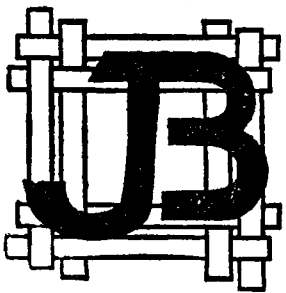
**LEGALIZACION DE FOTOCOPIA**  
Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado

223



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARATO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 116720

FAX No. : (5999) 736-6868


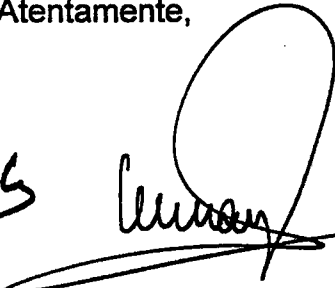
FECHA/DATE: Noviembre 20, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523

**FAX MESSAGE:**

Con fecha valor 21 de noviembre, sírvanse cargar de nuestra cuenta No.119200 que mantenemos en vuestra Institución el importe de USD2,506.20, correspondiente a los intereses del adeudado de la referencia (ADE - 1006).

Atentamente,

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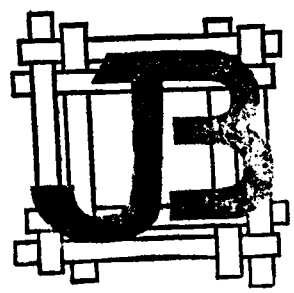
**LEGALIZACION DE FOTOCOPIA**

Edificio Plaza Bancomer - Calle 50, Panamá República de Panamá.  
Art. 110 y 111 Ley del Notariado

324

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 356-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
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LIMA, 21 DE MAYO DEL 2001.- =====**



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**JOSE BARRETO BOGGIANO**  
ABOGADO INOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**PROMISSORY NOTE**

Lima, November 20, 2000

USD101,300.00 (One hundred one thousand three hundred and 00/100 Dollars)

VALUE DATE: November 21, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred one thousand three hundred and 00/100 U.S. Dollars (USD101,300.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, **Curaçao, Netherlands Antilles.**

This Promissory Note shall pay interest at the rate of **9.681% annual** for the period since **November 21, 2000 to February 21, 2001 (92 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

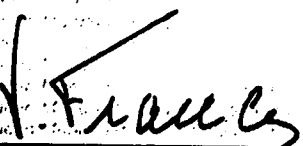
This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

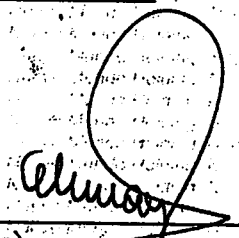
This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

ELSA HUARCAYA  
(Name)

  
(Signature)

  
(Signature)

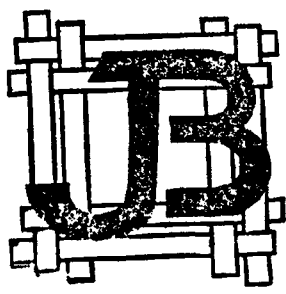
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**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111. Ley del Notariado

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JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 353-2323 - Telef. 353-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 116710 - 1004

FAX No. : (5999) 736-6868

FECHA/DATE: Noviembre 15, 2000

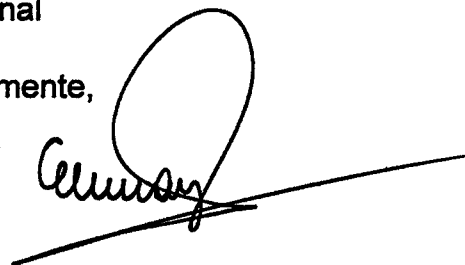
**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Mucho agradeceremos se sirvan renovar el adeudado No. 1004 que vence el 22 de noviembre, bajo las siguientes condiciones:

IMPORTE : USD 160,000.00  
PLAZO : 91 días  
FECHA VALOR : Noviembre 22, 2000  
VENCIMIENTO : Febrero 21, 2001  
TASA : 9.212% Nominal

Atentamente,



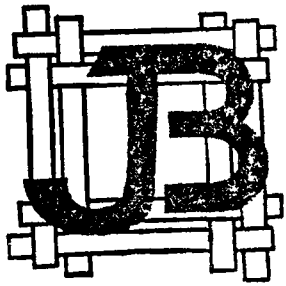
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**LEGALIZACION DE FOTOCOPIA**

Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE**  
**FACSIMILE TRANSMITTAL SHEET**

PARATO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 116710

FAX No. : (5999) 736-6868

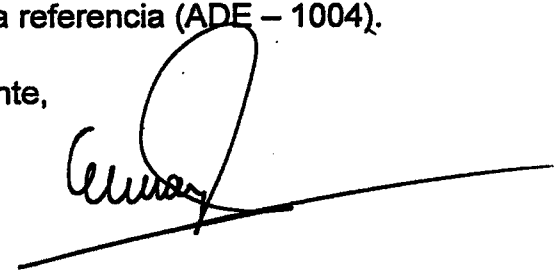
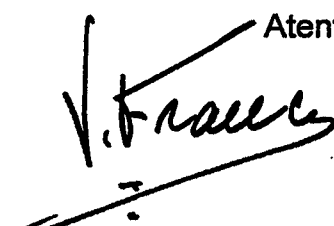
FECHA/DATE: Noviembre 15, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO**  
**(511) 442-4523.**  
**IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE**  
**FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Con fecha valor 22 de noviembre, sírvanse cargar de nuestra cuenta No.119200 que mantenemos en vuestra Institución el importe de USD3,767.09, correspondiente a los intereses del adeudado de la referencia (ADE - 1004).

Atentamente,



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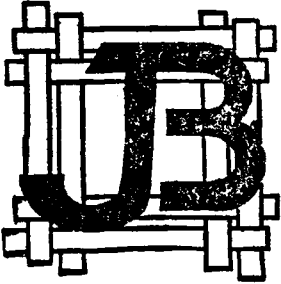
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**LEGALIZACION DE FOTOCOPIA**  
Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



# Nuevo Mundo

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 229-228 - Lima 08.  
Telf: 358-2823 - Telefax 358-2322

## PROMISSORY NOTE

Lima, November 22, 2000

**USD 160,000.00 (One hundred sixty thousand and 00/100 Dollars)**

**VALUE DATE: November 22, 2000**

For value received, the undersigned, **Nuevo Mundo Holding S.A., Lima, Perú**, hereby **unconditionally and irrevocably promises to pay to the order of CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred sixty thousand and 00/100 U.S. Dollars (USD 160,000.00)**, and without deduction for and free of any taxes, **imposed levies, duties or withholdings present or future of any nature, at COMPAGNIE BANCAIRE DES ANTILLES N.V., Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.**

This Promissory Note shall pay interest at the rate of **9.212% annual** for the period **since November 22, 2000 to February 21, 2001 (91 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed.

Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A. fails to make full payment on this Promissory Note on its due date**, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

**VITALY FRANCO**

**ELSA HUARCAYA**

(Name)

(Name)

(Signature)

(Signature)

1766

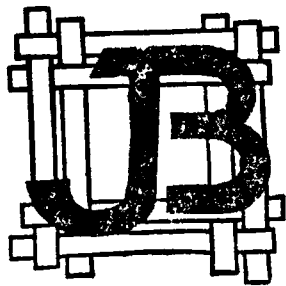
5581

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228  
Telf. 358-2323

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written in a cursive, flowing style.

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**Nuevo Mundo Holding**  
**Attn.: Mrs. Sonia Romero Caro**  
**Av. Paseo de la República 3033**  
**Lima 27, Peru**

**December 01, 2000**

**Subject: Our Fixed Term Loan to Your Institution**

**Gentlemen,**

Following your request of November 23, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

**Amount: US\$ 160'000.00 (One hundred and sixty thousand 00/100 United States Dollars )**

**Draw-Down: November 30, 2000**

**Repayment: January 02, 2001**

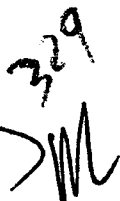
**Interest Rate: 8.902% p.a.**

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

**Overriding Events:** In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the

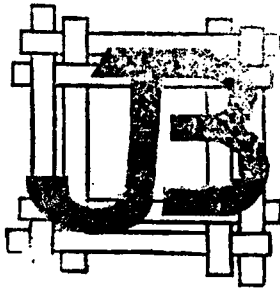
1767

329  


**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe.

Lima, 21 MAYO 2001



  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



cost to the Bank of making or maintaining amounts available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

**Event of Default:** Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

1768

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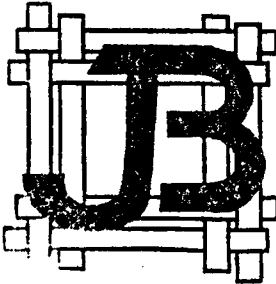
554J


**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
T. 358-2323 - Telefax: 358-2322

CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





- d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

**Indemnity:**

The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.

**Assignment:**

The Borrower shall not be entitled to assign all or any part of his rights under this Loan Agreement without the prior written consent of the Bank. The Bank may at any time assign all or any part of his rights hereunder.

**Governing Law:**

This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.

*Handwritten signature*

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Page 3 of 4  
**LEGALIZACION DE FOTOCOPIA**

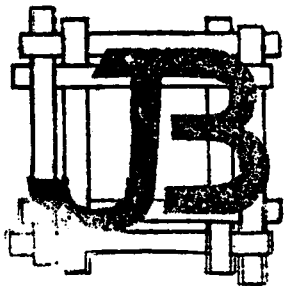
Art. 110 y 111 Ley del Notariado



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 06  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA ,  
AV. EL ROSARIO No. 228  
LIMA 06





Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,

**Arno Büsser**  
*Chief Executive Officer*

**Waison Lam**  
*Comptroller*

We herewith agree with the contents of and to be bound by this Loan Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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232

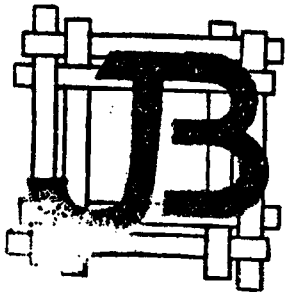
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Page 4 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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Lima, 21 MAYO 2001



  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



Nuevo Mundo Holding  
Attn.: Mrs. Sonia Romero Caro  
Av. Paseo de la República 3033  
Lima 27, Peru

December 01, 2000

**Subject: Our Fixed Term Loan to Your Institution**

Gentlemen,

Following your request of November 23, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

**Amount:** US\$ 160'000.00 (One hundred and sixty thousand 00/100 United States Dollars )

**Draw-Down:** November 30, 2000

**Repayment:** January 02, 2001

**Interest Rate:** 8.902% p.a.

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

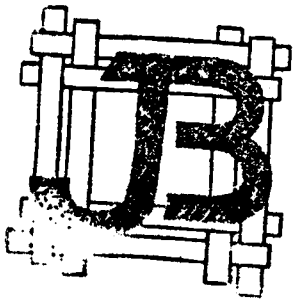
Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

**Overriding Events:** In the event that any change in any applicable law in direction or the interpretation thereof by any authority charged with the administration thereof is to increase the

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





cost to the Bank of making or maintaining amounts available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

**Event of Default:** Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

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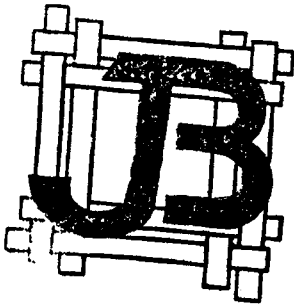
**LEGALIZACION DE FOTOCOPIA**


Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
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Lima, 21 MAYO 2001



  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



- d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

**Indemnity:**

The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.

**Assignment:**

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**Governing Law:**

This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.

*Handwritten signature*

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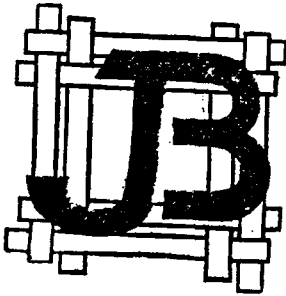
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**LEGALIZACION DE FOTOCOPIA**  
Page 3 of 4  
Art. 110 y 111 Ley del Notariado



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
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Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

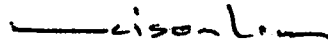


Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,



**Arno Büsser**  
*Chief Executive Officer*



**Waison Lam**  
*Comptroller*

We herewith agree with the contents of and to be bound by this Loan Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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1774

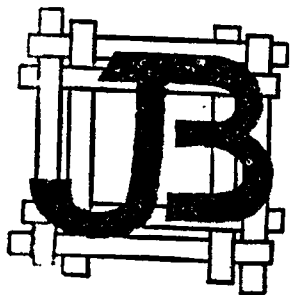
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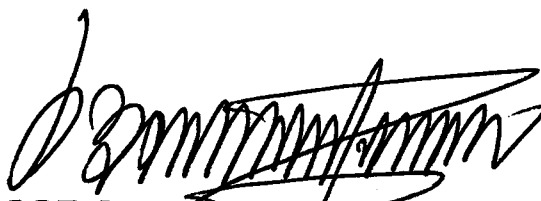
Page 4 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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Lima, 21 MAYO 2001



  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





Nuevo Mundo Holding  
Attn.: Mrs. Sonia Romero Caro  
Av. Paseo de la República 3033  
Lima 27, Peru

December 01, 2000

**Subject: Our Fixed Term Loan to Your Institution**

Gentlemen,

Following your request of November 23, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

**Amount:** US\$ 149'100.00 (One hundred and forty nine thousand one hundred 00/100 United States Dollars )

**Draw-Down:** December 01, 2000

**Repayment:** January 02, 2001

**Interest Rate:** 8.669% p.a.

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

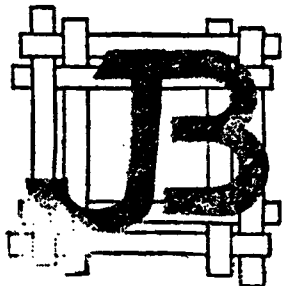
Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.


**Overriding Events:** In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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Lima, 21 MAYO 2001



  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





cost to the Bank of making or maintaining amounts available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

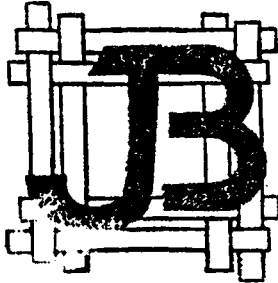
**Event of Default:** Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2622

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Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



- d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

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**Assignment:**

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**Governing Law:**

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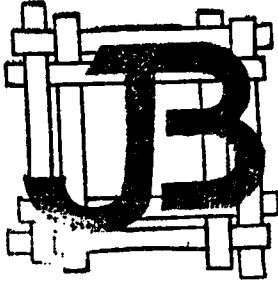
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**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No 226  
LIMA 08



Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,



Arno Büsler  
*Chief Executive Officer*



Waison Lam  
*Comptroller*

We herewith agree with the contents of and to be bound by this Loan Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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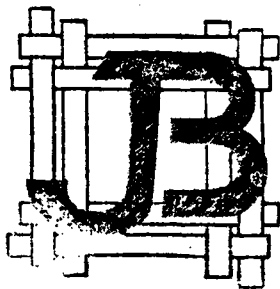
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Page 4 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
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Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





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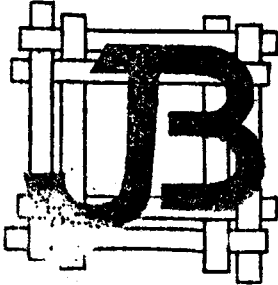
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Page 3 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
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Lima, 21 MAYO 2001



  
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



Nuevo Mundo Holding  
Attn.: Mrs. Sonia Romero Caro  
Av. Paseo de la República 3033  
Lima 27, Peru

December 01, 2000

**Subject: Our Fixed Term Loan to Your Institution**

Gentlemen,

Following your request of November 23, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

**Amount:** US\$ 149'100.00 (One hundred and forty nine thousand one hundred 00/100 United States Dollars)

**Draw-Down:** December 01, 2000

**Repayment:** January 02, 2001

**Interest Rate:** 8.669% p.a.

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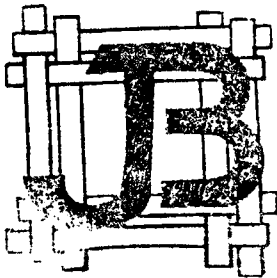
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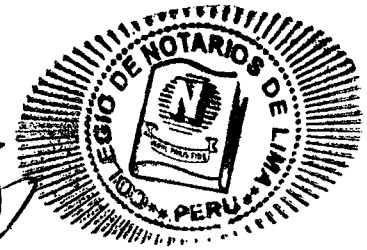
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Lima, 21 MAYO 2001



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano'. The signature is fluid and cursive, written over a horizontal line.

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



cost to the Bank of making or maintaining amounts available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

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Page 2 of 4  
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado



**JOSE BARRETO BOGGIANO**

ABOGADO - NOTARIO DE LIMA

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Telf. 358-2323 - Telefax 358-2322

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Lima, 21 MAYO 2001

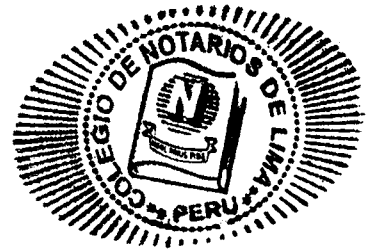


**JOSE BARRETO BOGGIANO**

ABOGADO NOTARIO DE LIMA

AV. EL ROSARIO No. 226

LIMA 08





- d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

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*Handwritten initials*

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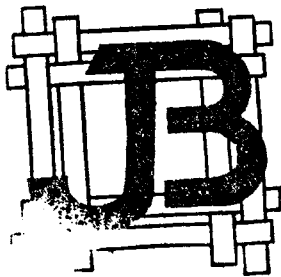
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Page 3 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-223 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_  
Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



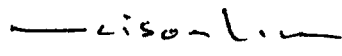
**JOSE BARRATO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,



Arno Büsser  
*Chief Executive Officer*



Waison Lam  
*Comptroller*

We herewith agree with the contents of and to be bound by this Loan Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

344

1783

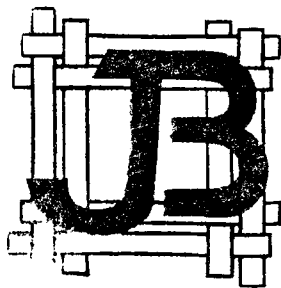
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

5559

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-223 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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Lima, 21 MAYO 2001



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano'. The signature is fluid and cursive, written over a horizontal line.

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





Nuevo Mundo Holding  
Attn.: Mrs. Sonia Romero Caro  
Av. Paseo de la República 3033  
Lima 27, Peru

December 01, 2000

**Subject: Our Fixed Term Loan to Your Institution**

Gentlemen,

Following your request of November 23, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

**Amount:** US\$ 100'300.00 (One hundred thousand three hundred 00/100 United States Dollars )

**Draw-Down:** November 30, 2000

**Repayment:** January 02, 2001

**Interest Rate:** 7.973% p.a.

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

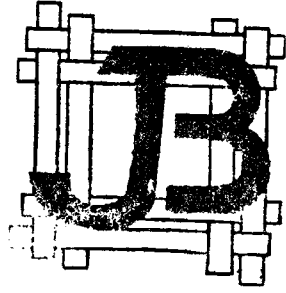
Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

**Overriding Events:** In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 220-223 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





cost to the Bank of making or maintaining amounts available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

**Event of Default:** Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

346  
1785

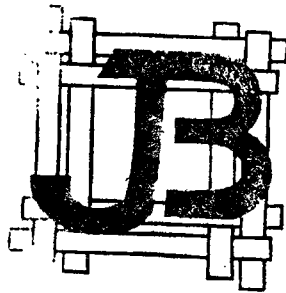
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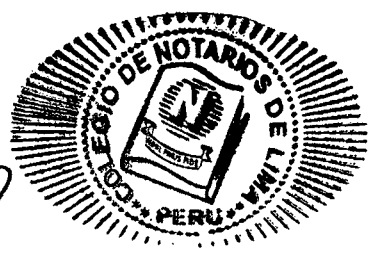
**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-223 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

**Indemnity:**

The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.

**Assignment:**

The Borrower shall not be entitled to assign all or any part of his rights under this Loan Agreement without the prior written consent of the Bank. The Bank may at any time assign all or any part of his rights hereunder.

**Governing Law:**

This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.

*Handwritten signature*

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1786

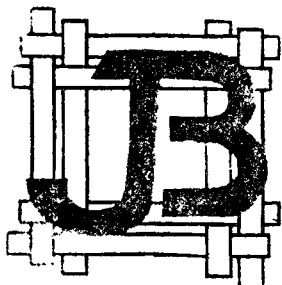
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**LEGALIZACION DE 4 FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

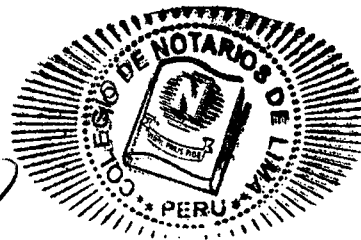
**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2623 - Telefax 350-2622

**CERTIFICO:** Que la copia fotostática  
del **ANVERSO** es idéntica a su original  
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confronté.- Doy fe. \_\_\_\_\_

Lima, 29 MARZO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



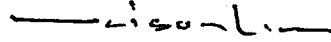
**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosado 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,



Arno Büsler  
*Chief Executive Officer*



Waison Lam  
*Comptroller*

We herewith agree with the contents of and to be bound by this Loan Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

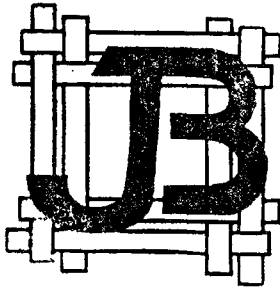
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Page 4 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



Nuevo Mundo Holding  
Attn.: Mrs. Sonia Romero Caro  
Av. Paseo de la República 3033  
Lima 27, Peru

December 01, 2000

**Subject: Our Fixed Term Loan to Your Institution**

Gentlemen,

Following your request of November 23, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

**Amount:** US\$ 100'300.00 (One hundred thousand three hundred 00/100 United States Dollars )

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**Repayment:** January 02, 2001

**Interest Rate:** 7.973% p.a.

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

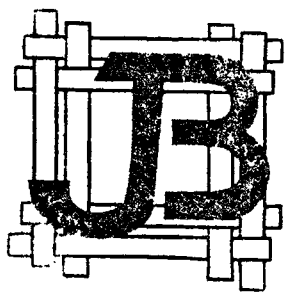
Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

**Overriding Events:** In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written over a horizontal line.

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





cost to the Bank of making or maintaining amounts available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

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- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

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1789  
J.M.

Page 2 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

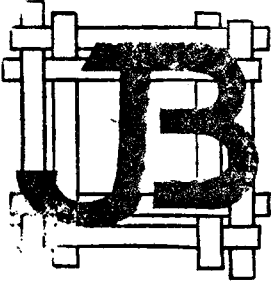
5571



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYU 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



- d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

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The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.

**Assignment:**

The Borrower shall not be entitled to assign all or any part of his rights under this Loan Agreement without the prior written consent of the Bank. The Bank may at any time assign all or any part of his rights hereunder.

**Governing Law:**

This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.

*DM*

351  
1790

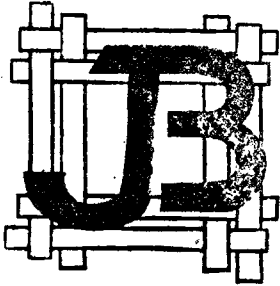
**LEGALIZACION DE FOTOCOPIA**  
Page 3 of 4  
Art. 110 y 111 Ley del Notariado

5572

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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confronté.- Doy fe.

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



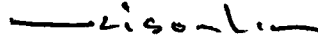
0071

Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,



Arno Büsler  
*Chief Executive Officer*



Waison Lam  
*Comptroller*

We herewith agree with the contents of and to be bound by this Loan Agreement.

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

352

1791

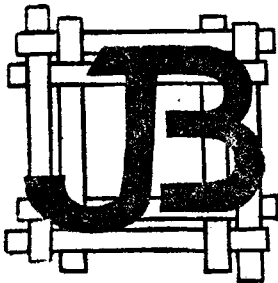
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

557-

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





*Alfonso - (Padre)*



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

*para su conocimiento*  
*06/04/01*

To: Ms. Sonia Romero Caro  
From: Ms. A. Criqué / Ms. J. González  
Date: 01/16/01  
Re: Statements: Valuations, current accounts and advices. (32 accounts)

Please receive attached the asset valuation statements as of December 31, 2000 and the corresponding current account statements for the same month of the following accounts:

116.710	116.860	117.010
116.720	116.870	117.020
116.730	116.880	117.030
116.740	116.890	117.040
116.750	116.900	117.050
116.760	116.910	117.200
116 780	116.940	117.300
116 810	116.950	117.400
116 820	116.960	117.600
116 830	116.970	119.200
116.850	116.990	

Note: Accounts: 116.700, 116.790, 116.800, 116.840, 116.930 and 116.980 were requested by their corresponding account holders to mail our correspondence elsewhere.

Sincerely yours,

*Arno Büsser*

Arno Büsser  
Chief Executive Officer

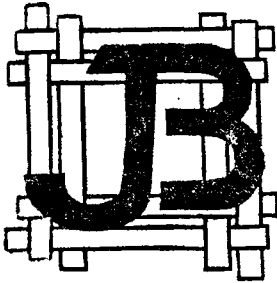
*J. González*  
Júblank González  
Secretary

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





**COMPAGNIE BANCAIRE  
 DES ANTILLES N.V.**

P.O. Box 4729  
 Curaçao  
 Netherlands Antilles  
 Telephone: 599 9 7366830  
 Fax: 599 9 7366868

Titulaire / Holder

116720

Adresse d'expédition / Mail address

C/O BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

CLT-M1

**JOSE BARRETO BOGGIANO**  
 ABOGADO NOTARIO DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2223 - Telefax 358-2322

VALUATION AS OF  
 31/12/00

FOLDER NO  
 00116720/001/0/

CURRENCY PAGE  
 USD 2

3671

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
---------------------------	-------------	-------------------	---------------	-------	----------------------

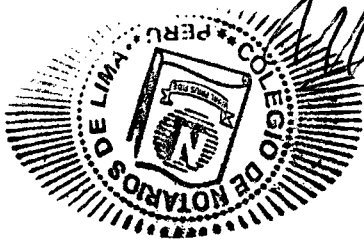
TOTAL ASSETS	1.64
ACCRUED INTERESTS	1 089.65
NET VALUATION	1 091.29

=====

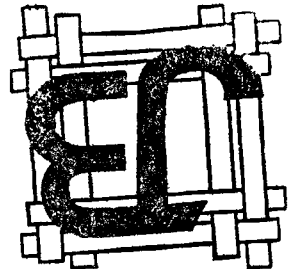
**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 226  
LIMA 08



*[Handwritten signature]*



CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté. Doy fe.  
Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Tel. 358-2323 - Telefax 358-2322



Titulaire / Holder

117300

Adresse d'expédition / Mail address

BANCO NUEVO MUNDO  
 P.O. BOX 10135-LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO LIMA 27

CLT-M1

**JOSE BARRETO BOGGIANO**  
 ABOGADO / NOTARIO DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2328 - Telefax 358-2322

1794

VALUATION AS OF  
 31/12/00

FOLDER NO  
 00117300/001/0/

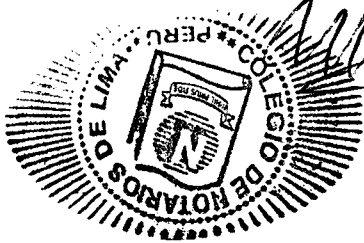
CURRENCY PAGE  
 USD 2

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE VALUE	ACCRUED INTERESTS
---------------------------	-------------	-------------------	---------------	----------------	----------------------

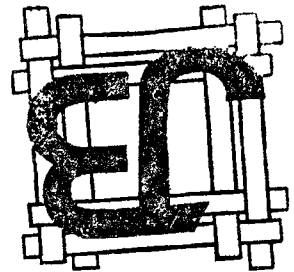
	TOTAL ASSETS			0.74	
	ACCRUED INTERESTS			1 509.75	
	NET VALUATION			1 510.49	
				=====	

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 228  
LIMA 08



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que he tenido a la vista, con el cual la  
controto. - Doy fe. \_\_\_\_\_  
Lima, 07 JUN. 2001



JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 228-228 - Lima 08  
Tel. 358-2323 - Teletax 358-2322

Titulaire / Holder

116880.

Adresse d'expédition / Mail address

BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

**JOSE BARRETO BOGGIANO**  
 ABOGADO NOTARIO DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

VALUATION AS OF  
 31/12/00

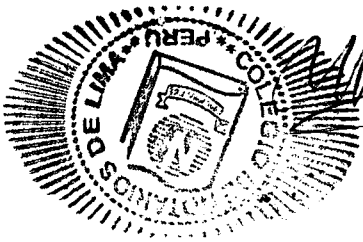
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CURRENCY PAGE  
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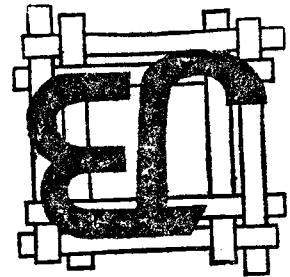
NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
	TOTAL DEPOSITS			690.18	16 326.50
	TOTAL ASSETS			690.18	
	ACCRUED INTERESTS			16 326.50	
	NET VALUATION			17 016.68	

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 226  
LIMA 08



*[Handwritten signature]*



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confronté.- Doy fe.  
Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Tel. 358-2323 - Telefax 358-2322



**COMPAGNIE BANCAIRE  
 DES ANTILLES N.V.**

P.O. Box 4729  
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 Netherlands Antilles  
 Telephone 599 9 7366830  
 Fax 599 9 7366868

Titulaire / Holder

116910

Adresse d'expédition / Mail address

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 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

**JOSE BARRIETA BOGGIANO**  
 ABOGADO  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

VALUATION AS OF  
 31/12/00

FOLDER NO  
 00116910/001/0/

CURRENCY PAGE  
 USD 1

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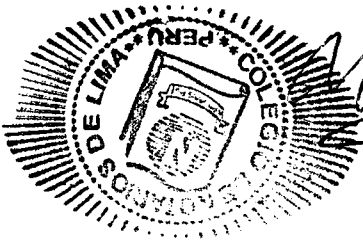
6  
 21

CUR.	QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
USD		CASH POSITIONS				
		-----				
		CURRENT ACCOUNTS				
		-----				
		TOTAL CURRENT ACCOUNTS			-0.01	
		-----				
		TOTAL CASH POSITIONS			-0.01	
		-----				
		MONEY MARKET				
		-----				
		MONEY MARKET PAPERS				
		-----				
		TOTAL MONEY MARKET PAPERS			0.00	1 226.50
		-----				
		TOTAL MONEY MARKET			0.00	1 226.50
		-----				
		TOTAL DEPOSITS			-0.01	1 226.50
		-----				

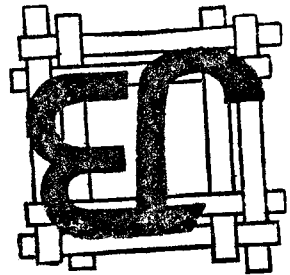
**REALIZACION EN COPIA**

Art. 110 y 111 Ley del Notariado

JOSE BARETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 226  
LIMA 08



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JOSE BARETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
AV. EL ROSARIO 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

001 CLT-MI

116730

Titulaire / Holder

BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 5003  
 SAN ISIDRO, LIMA 27

**JOSE BARRERO ROSGANO**  
 ABOGADO  
 Av. El Rosal  
 Telf. 358-5325

du/rom 30 11 00  
 d/fo 31 12 00

CURRENT ACCOUNT USD

00116730/00/00/000/

31/12/00

Date	Avis Advice	Libelle / Description	Débit / Debit	Crédit / Credit	Solde / Balance
30 11 00	18	BALANCE CARRIED FORWARD	0.00		
		<b>LEGALIZACION DE FOTOCOPIA</b> <b>Art. 110 y 111 Ley del Notariado</b>			
		BALANCE AS OF 31/12/00			-52.41

Sauf avis contraire de votre part dans les 30 jours ce relevé sera reconnu exact

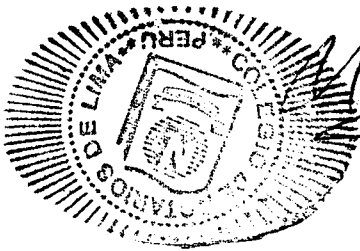
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déviées

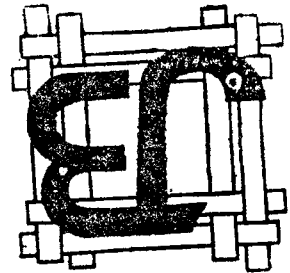
TO YOUR DEBIT



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA /  
AV. EL ROSARIO No. 228  
LIMA 08



*[Handwritten signature]*



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Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 228-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322



GROUP CHG BANKING  
CORPORATION GENEVA

COMPAGNIE BANCAIRE  
DES ANTILLES N.V.

P.O. Box 4729  
Curaçao  
Netherlands Antilles  
Telephone 599 9 7 8688 30  
Fax 599 9 7 8688 88

Titulaire / Holder

116730

Adresse d'expédition / Mail address

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P.O. BOX 10135 - LIMA 100  
AV. PASEO DE LA REPUBLICA 3033  
SAN ISIDRO, LIMA 27

**JOSE BARRIETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CLT-M1  
8  
14

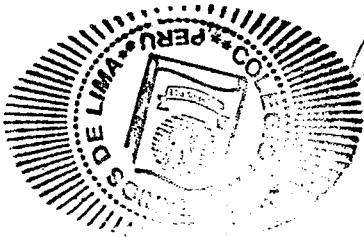
VALUATION AS OF  
31/12/00  
FOLDER NO  
00116730/001/0/

CURRENCY PAGE  
USD 1

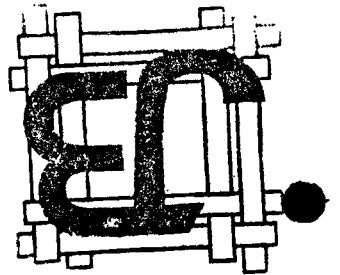
NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
CASH POSITIONS					
-----					
CURRENT ACCOUNTS					
USD	-52.41 CURRENT ACCOUNT			-52.41	
TOTAL CURRENT ACCOUNTS					
-----					
TOTAL CASH POSITIONS					
-----					
MONEY MARKET					
-----					
MONEY MARKET PAPERS					
USD	111 600 PROM. NOTE NMH S.A. (VALUE:P.M.)	100		0.00	1 390.35
	9.75 % 2000/2001 13-02/1				
TOTAL MONEY MARKET PAPERS					
-----					
TOTAL MONEY MARKET					
-----					
TOTAL DEPOSITS					
-----					
-----					

LEGALIZACION DE FOTOCOPIA

Notariado



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



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Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

001 CLT-M1

Titulaire / Holder  
 116780

Du/From 30/11/00  
 Au/To 31/12/00

CURRENT ACCOUNT USD

00116780/00/00/0000/

31/12/00

Page

6

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 AV. PASEO DE LA REPUBLICA 3033  
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**JOSE BARRIETO BOGGIANO**  
 ABOGADO NOTARIO DE LIMA  
 Av. El Rosal 236-228 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

11

Date	Avis Advice	Libellé / Description	Débit / Debit	Crédit / Credit	Solde / Balance	Valeur Value
301100	7	BALANCE CARRIED FORWARD		0.00	85.17	101000
		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p><b>LEGALIZACION DE FOTOCOPIA</b>            Art. 110 y 111 Ley del Notariado</p> </div>				
		BALANCE AS OF 31/12/00			85.17	

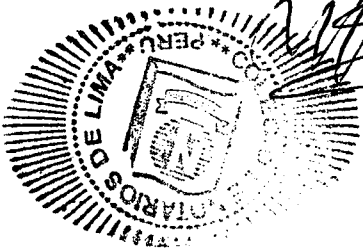
Sauf avis contraire de votre part dans les 30 jours ce relevé sera reconnu exact

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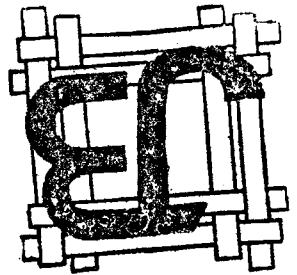
Vos dévoués

TO YOUR CREDIT

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 226  
LIMA 08



*[Handwritten signature]*



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Lima, 07 JUN. 2001

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AV. EL ROSARIO 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322



**COMPAGNIE BANCAIRE  
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 SAN ISIDRO, LIMA 27

**JOSE BARRIJO BOGGIANO**  
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 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

VALUATION AS OF  
 31/12/00

FOLDER NO  
 00116780/001/0/

CURRENCY PAGE  
 USD 2

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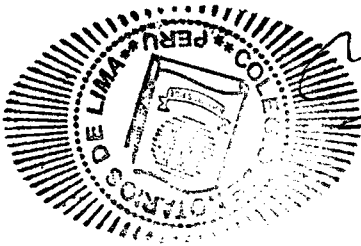
008871

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
---------------------------	-------------	----------------	------------	-------	-------------------

TOTAL ASSETS				85.17	
ACCRUED INTERESTS				3 847.95	
NET VALUATION				3 933.12	

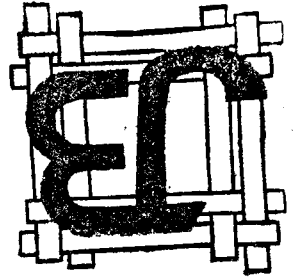
**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 228  
LIMA 08



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Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322





**COMPAGNIE BANCAIRE  
DES ANILLES N.Y.**

P.O. Box 4729  
Curacao  
Netherlands Antilles  
Telephone 599 9 7366330  
Fax 599 9 7366368

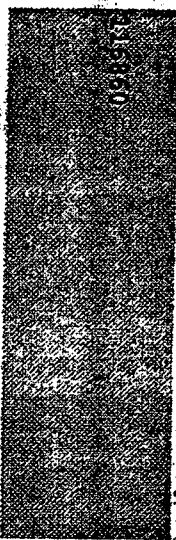
VALUATION AS OF  
31/12/00

FOLDER NO  
00116860/001/0/

CURRENCY  
USD

PAGE  
1

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Address of execution / Mail address

BANCO MIERVO MENDES  
P.O. BOX 10113, JMWVA 1008  
AV. PASEO DE LA REPUBLICA 1013  
SAN SEBASTIÁN, LIMA 271

CUR-AL

**JOSE BARRERO BOGADO**  
ABOGADO  
AV. EL ROSA 1022-6-218  
- Telefax 458 2722

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
---------------------------	-------------	-------------------	---------------	-------	----------------------

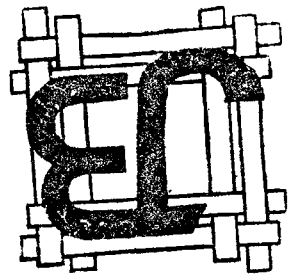
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	<b>MONEY MARKET PAPERS</b>				
	<b>TOTAL MONEY MARKET PAPERS</b>			0.00	3,751.40
	<b>TOTAL MONEY MARKET</b>			0.00	3,751.40
	<b>TOTAL DEPOSITS</b>			0.00	3,751.40
	<b>TOTAL ASSETS</b>			0.00	3,751.40
	<b>ACCRUED INTERESTS</b>			3,751.40	
	<b>NET VALUATION</b>			3,751.40	

**LEGALISATION DE FOTOCOPIA**  
Art. 110 y 115 Ley del Notariado





JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 228  
LIMA 08



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Lima, 07 JUN. 2001

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ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358 2323



001 CLT-M1

Titulaire / Holder  
 116750

Du/From 30/11/00  
 Au/To 31/12/00

CURRENT ACCOUNT USD

00116750/00/00/000/

31/12/00

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8

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 SAN ISIDRO, LIMA 27

**JOSE BARRETO BOGGIANO**  
 ABOGADO / NOTARIO DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

2081

Date	Avis Advice	Libellé / Description	Débit / Debit	Crédit / Credit	Solde / Balance	Valeur Value
301100	12	BALANCE CARRIED FORWARD		0.00	4.46	180900
		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <b>LEGALIZACION DE FOTOCOPIA</b>                      Art. 110 y 111 Ley del Notariado                 </div>				
		BALANCE AS OF 31/12/00			4.46	

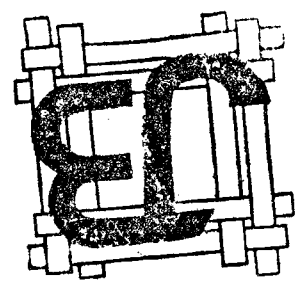
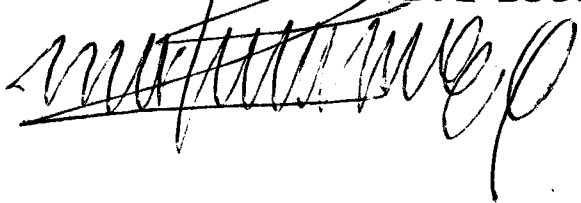
Sauf avis contraire de votre part dans les 30 jours, ce relevé sera reconnu exact

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Vos dévoués

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JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 226  
LIMA 08



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Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
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Adresse d'expédition / Mail address

INVERSIONES NMB S.A.C.

AVENIDA PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA

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**JOSE BARRETO BOGGIANO**  
 ABOGADO NOTARIO DE LIMA  
 Av. El Rosario 26-228 - Lima 08  
 Telf. 358-3223 - Telefax 358-2322

VALUATION AS OF  
 31/12/00

FOLDER NO  
 00116870/001/0/

CURRENCY PAGE  
 USD 1

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
---------------------------	-------------	-------------------	---------------	-------	----------------------

LOANS AND ADVANCES

ADVANCES  
 USD -7 300 000.00 FIXED TERM SECURED LOAN  
 11% ECH: 20/02/2001 AC016631

-7 300 000.00 -292 202.78

TOTAL ADVANCES

-7 300 000.00 -292 202.78

TOTAL LOANS AND ADVANCES

-7 300 000.00 -292 202.78

TOTAL ASSETS  
 ACCRUED INTERESTS  
 NET VALUATION

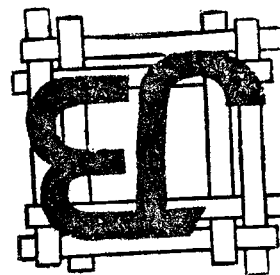
-7 300 000.00  
 -292 202.78  
 -7 592 202.78

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

08 08 01



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



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Lima, 07 JUN. 2001

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ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322



Titulaire / Holder

116880

Adresse d'expédition / Mail address

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 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

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4  
 180

**JOSE BARRIETO BOGGIANO**  
 ABOGADO NOTARIO DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2823 - Telefax 358-2322

VALUATION AS OF  
 31/12/00

FOLDER NO  
 00116880/001/0/

CURRENCY PAGE  
 USD 1

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
---------------------------	-------------	-------------------	---------------	-------	----------------------

CASH POSITIONS

USD 690.18 CURRENT ACCOUNT

TOTAL CURRENT ACCOUNTS  
 TOTAL CASH POSITIONS

MONEY MARKET

MONEY MARKET PAPERS

USD	125 000	PROM. NOTE MMH S.A. (VALUE:P.M.)	100	0.00	4 176.25
		9.252 & 2000/2001			
USD	125 000	PROM. NOTE MMH S.A. (VALUE:P.M.)	100	0.00	4 176.25
		9.252 & 2000/2001			
USD	125 000	PROM. NOTE MMH S.A. (VALUE:P.M.)	100	0.00	4 176.25
		9.252 & 2000/2001			
USD	125 000	PROM. NOTE MMH S.A. (VALUE:P.M.)	100	0.00	3 797.75
		10.222 & 2000/2001			

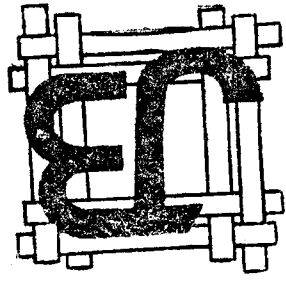
TOTAL MONEY MARKET PAPERS

TOTAL MONEY MARKET

**LEGALIZACION DE FOTOCOPIA**

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

*[Handwritten signature]*



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Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima  
Telf. 358-2323 - Telefax 358-2322



**COMPAGNIE BANCAIRE  
 DES ANTILLES N.V.**

INCORPORATED IN THE NETHERLANDS  
 P.O. Box 4729  
 Curaçao  
 Netherlands Antilles  
 Telephone 599 9 7366830  
 Fax 599 9 7366868

Titulaire / Holder

116810

Adresse d'expédition / Mail address

BANCO NUEVO MUNDO  
 P.O. BOX 10135- LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

**JOSE BARRIETO BOGGIANO**  
 ABOGADO Y NOTARIO DE LIMA  
 Av. El Rosario 220-228 - Lima 08  
 Telf. 358 0323 - Telefax 358-2322

VALUATION AS OF  
 31/12/00

FOLDER NO  
 00116810/001/0/

CURRENCY PAGE  
 USD 1

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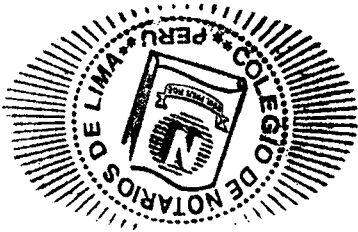
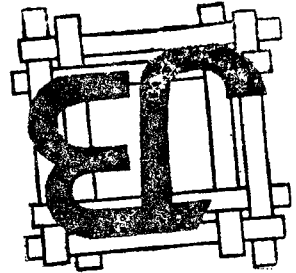
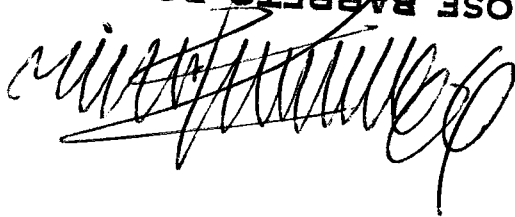
15  
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 14

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
USD 105 000	PROM. NOTE NMH S.A. (VALUE:P.M.)	100		0.00	4 720.65
	9.75 % 2000/2001 13-07/1				
	<b>MONEY MARKET PAPERS</b>				
	TOTAL MONEY MARKET PAPERS			0.00	4 720.65
	<b>TOTAL MONEY MARKET</b>				
	TOTAL DEPOSITS			0.00	4 720.65
	<b>TOTAL ASSETS</b>				
	ACCRUED INTERESTS			4 720.65	
	NET VALUATION			4 720.65	

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



CERTIFICO: Que la copia fotostática  
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Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322



Titulaire / Holder

116820

Adresse d'expédition / Mail address

BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

CLT-M1

**JOSE BARRETO BOGGIANO**  
 ABOGADO / NOTARIO DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

VALUATION AS OF  
 31/12/00

FOLDER NO  
 00116820/001/0/

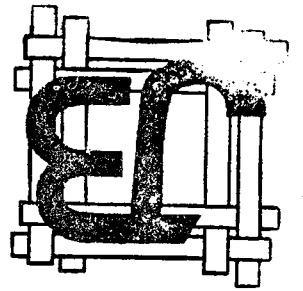
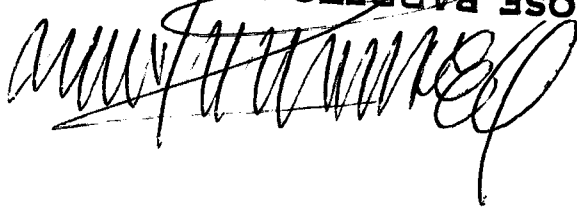
CURRENCY PAGE  
 USD 2

9081

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE VALUE	ACCRUED INTERESTS
	TOTAL ASSETS			31.27	
	ACCRUED INTERESTS			1 998.80	
	NET VALUATION			2 030.07	
=====					

**GALIZIA**  
 Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



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Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

001 CLT-M1

116820

Titulaire / Holder

Du/From 30/11/00  
 Au/To 31/12/00

CURRENT ACCOUNT USD

00116820/00/00/000 /

31/12/00

Page

4

BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

**JOSE BARRETO BOGGIANO**  
 ABOGADO - ABOGADO EN LEY  
 AV. EL REPARTO 220-228 - Lima 08  
 Telf. 358-2323 Telefax 358-2322

Date	Avis Advice	Libelle / Description	Débit / Debit	Crédit / Credit	Solde / Balance	Valeur Value
30/11/00	7	BALANCE CARRIED FORWARD		0.00	31.27	191000
					BALANCE AS OF 31/12/00	31.27

**ALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

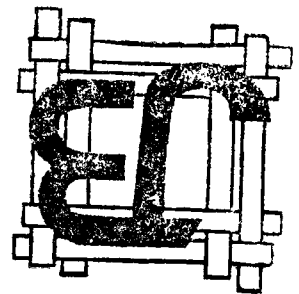

Sauf avis contraire de votre part dans les 30 jours ce relevé sera reconnu exact

Formule sans signature

Vos dévoués

TO YOUR CREDIT

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



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Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322



001 CLT-M1

Titulaire / Holder

NUЕVO MUNDO HOLDING S.A.

C/O BANCO DE NUEVO MUNDO  
 ATTN.: JACQUES LEVY CALVO  
 AV. PASEO DE LA REPUBLICA 3033 SAN ISIDRO  
 LIMA 27

**JOSE BARRITO BOGGIANO**  
 ABOGADO NOTARIO DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2523 - Telefax 358-2322

To/From 30/09/00  
 A/To 31/12/00

TIME DEPOSIT USD

00119200/22/01/000/20/02/2001

31/12/00

Page 2

Date	Avis Advice	Libelle / Description	Débit / Debit	Crédit / Credit	Solde / Balance	Valeur Value
300900	1	BALANCE CARRIED FORWARD		0.00	7300000.00	220800
		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p><b>LEGALIZACION DE FOTOCOPIA</b>            Art. 110 y 111 Ley del Notariado</p> </div>				
		BALANCE AS OF 31/12/00			7300000.00	

Formule avec signature

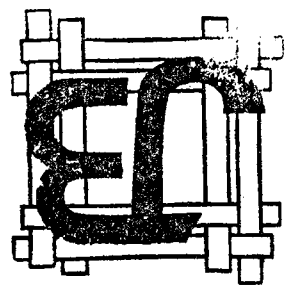
Formule avec signature

Formule avec signature

TO YOUR CREDIT

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08

*[Handwritten signature]*



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confronta.- Doy fe.  
Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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Titulaire / Holder

NUEVO MUNDO HOLDING S.A.

C/O BANCO DE NUEVO MUNDO  
 ATTN.: JACQUES LEVY CALVO  
 AV. PASEO DE LA REPUBLICA 3033 SAN ISIDRO  
 LIMA 27

**JOSE BARRETO BOGGIANO**  
 ABOGADO NOTARIO DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2323 / Telefax 358-2322

Du/From 06/12/00 Au/To 31/12/00

BLOCKED ACC. USD

00119200/27/00/000/

31/12/00

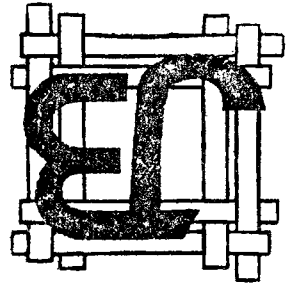
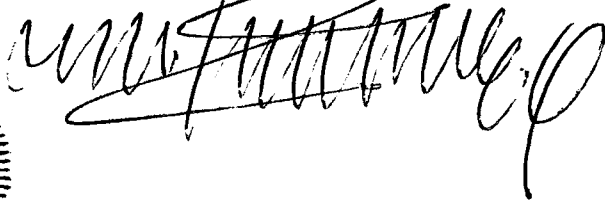
Page 08 1

Date	Avis Advice	Libelle / Description	Débit / Debit	Crédit / Credit	Solde / Balance	Valeur Value
061200	1	TRANSFER TO BLOCKED POSITION BALANCE B/FWD		182604.58	182604.58	061200
		BALANCE AS OF 31/12/00			182604.58	

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado



JOSÉ BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO Nº 226  
LIMA 08



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Lima, 07 JUN. 2001

JOSÉ BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
AV. EL ROSARIO 226-228 - Lima 08  
Tel: 358-2323 - Telefax 358-2322

Tel: Box 4/29  
 Curacao  
 Netherlands Antilles



COMPAGNIE BANCAIRE  
 DES ANTILLES N.V.

Telephone: 599 97 6008-10  
 Fax: 599 97 6008-08  
 CURACAO 01/12/2000  
 A D V I C E 187  
 001  
 CLT-M1 GROUP CRG BANKING  
 CORPORATION GENEVA  
 93

Adresse d'expédition / Mail address

C/O BANCO DE NUEVO MUNDO  
 ATTN.: JACQUES LEVY CALVO  
 AV. PASEO DE LA REPUBLICA 3033 SAN ISIDRO  
 LIMA 27

**JOSE BARRETO BOGGIANO**  
 ABOGADO NOTARIO DE LIMA  
 Av. El Rosario 225-228 - Lima 08  
 Telf. 358-2323 Telefax 358-2322

NUEVO MUNDO HOLDING S.A.

Compte / Account

CURRENT ACCOUNT  
 00119200-00-00-000

AC020215

USD

01/12/2000

Transaction / Transaction

TRADE DATE: 01/12/00 PLACE: HORS BOURSE

Ancien solde / Previous balance

33504.58

PROMISSORY NOTES  
 PROMISSORY NOTE NUEVO MUNDO HOLDING S.A.  
 8.669 % 2000/2001

AMOUNT 149100 PRICE: 100 USD

149100.00

Débit / Debit

USD

149100.00

Credit / Credit

149100.00

TOTAL  
 WE CREDIT YOUR ACCOUNT  
 NO. 00119200-00-00-000.

WE THANK YOU FOR YOUR ORDER.

Nouvelle position / New position

0

Nouveau solde / New balance

182604.58

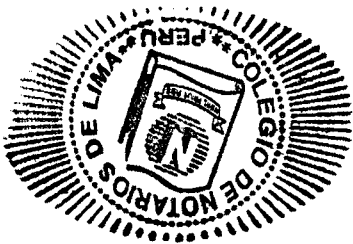
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9999999/02

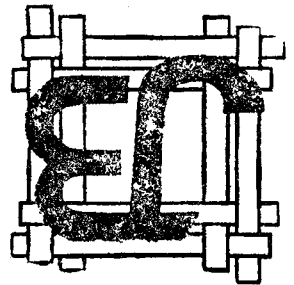
TO YOUR CREDIT

1810

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado



*[Handwritten signature]*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
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LIMA 08



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Lima, 7 JUN. 2001

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

P.O. Box 4729  
 Curaçao  
 Netherlands Antilles  
 Telephone 599 9 7366830  
 Fax 599 9 7366868

CURACAO 06/12/2000  
 A D V I C E 190  
 001

CLT-M1 GROUP CBG BANKING  
 CORPORATION GENEVA  
 240



COMPAGNIE BANCAIRE  
 DES ANTILLES N.V.

Adresse d'expédition / Mail address

C/O BANCO DE NUEVO MUNDO  
 ATTN.: JACQUES LEVY CALVO  
 AV. PASEO DE LA REPUBLICA 3033 SAN ISIDRO  
 LIMA 27

JOSE BARRETO BOGGIANO  
 ABOGADO NOTARIO DE LIMA  
 Av. El Rosario 229-228 - Lima 08  
 Telf. 358-2823 - Telefax 358-2322

11  
 00  
 11

Titulaire / Holder  
 NUEVO MUNDO HOLDING S.A.

Compte / Account

CURRENT ACCOUNT  
 00119200-00-00-000

Transaction / Transaction

TRANSFER

Motif / Currency  
 AC020375 USD  
 06/12/2000

Valeur / Value  
 182604.58

TRANSFER TO BLOCKED POSITION

AMOUNT: USD 182 604.58

WE D E B I T YOUR ACCOUNT WITH OURSELVES. USD

182604.58

Débit / Debit  
 182604.58

Credit / Credit

Nouvelle position / New position

Nouveau solde / New balance

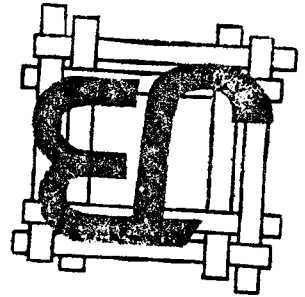
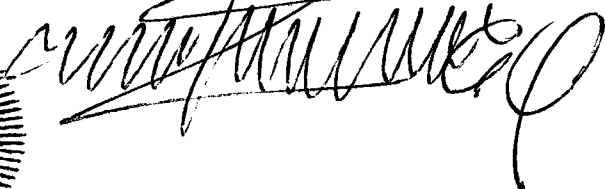
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LEGALIZATION DE FOTOCOPIA

Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



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Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322



Titulaire / Holder

117400

Adresse d'expédition / Mail address

BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

CLT-M1

**JOSE BARRETO BOGGIANO**  
 ABOGADO NOTARIO DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

VALUATION AS OF  
 31/12/00

FOLDER NO  
 00117400/001/0/

CURRENCY PAGE  
 USD 2

1812

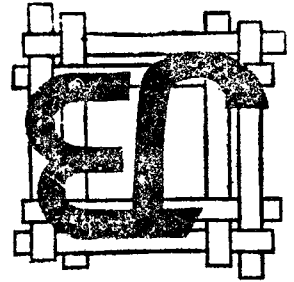
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---------------------------	-------------	-------------------	---------------	----------------	----------------------

TOTAL ASSETS -0.01  
 ACCRUED INTERESTS 1 934.75  
 NET VALUATION 1 934.74  
 =====

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado



*Jose Barreto Boggiano*  
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 228  
LIMA 08



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Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Tel. 358-2323 - Telefax 358-2322



001 CLT-M1

Titulaire / Holder  
 117400

du/From 30/11/00  
 au/To 31/12/00

CURRENT ACCOUNT USD

00117400/00/00/0000/

31/12/00

Page 6

BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3030  
 SAN ISIDRO, LIMA 27

**JOSE BARRITO BOGGIANO**  
 ABOGADO  
 Av. El Rosario 226228 - Lima 08  
 Telf. 358-2923 - Telefax 358-2322

Date	Avis Advice	Libelle / Description	Débit / Debit	Crédit / Credit	Solde / Balance	Valeur Value
301100	21	BALANCE CARRIED FORWARD	0.00		-0.01	1011.00
		BALANCE AS OF 31/12/00			-0.01	

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

Sauf avis contraire de votre part dans les 30 jours, ce relevé sera reconnu exact

Formule sans signature

vos dévoués

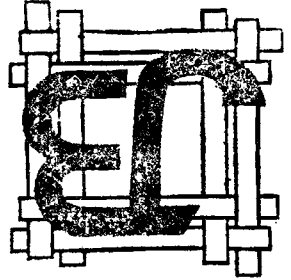
TO YOUR DEBIT





JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08

*[Handwritten signature]*



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confronté.- Doy fe.  
Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322



Titulaire / Holder

117600

Adresse d'expédition / Mail address

C/O BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

CLT-M1

**JOSE BARRITO BOGGIANO**  
 ABOGADO / NOTARIO DE LIMA  
 Av. El Rosario 228-228 - Lima 08  
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VALUATION AS OF  
 31/12/00

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 00117600/001/0/

CURRENCY PAGE  
 USD 1

1814

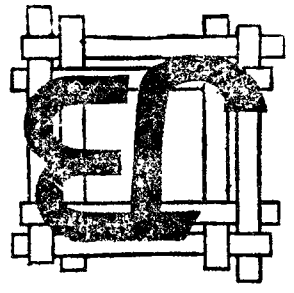
NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
<b>CASH POSITIONS</b>					
-----					
USD	81.49 CURRENT ACCOUNT			81.49	
TOTAL CURRENT ACCOUNTS					
-----					
TOTAL CASH POSITIONS					
=====					
81.49					
<b>MONEY MARKET</b>					
-----					
<b>MONEY MARKET PAPERS</b>					
-----					
USD	155 500 PROM. NOTE NMH S.A. (VALUE:P.M.)	100		0.00	1 832.90
	9.644 & 2000/2001		16-01/1		
USD	128 500 PROM. NOTE NMH S.A. (VALUE:P.M.)	100		0.00	1 600.90
	9.75 & 2000/2001		14-02/1		
TOTAL MONEY MARKET PAPERS					
=====					
0.00					
3 433.80					
TOTAL MONEY MARKET					
=====					
0.00					
3 433.80					
TOTAL DEPOSITS					
=====					
81.49					
3 433.80					
=====					

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 226  
LIMA 08

*[Handwritten signature]*



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confronté.- Doy fe.  
Lima,  
07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322



Titulaire / Holder

Adresse d'expédition / Mail address

**JOSE BARRETO BOGGIANO**  
 ABOGADO NOTARIO DE LIMA  
 Av. El Rosario 278-228 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

116970

CLT-MI

BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

151  
 181

VALUATION AS OF  
 31/12/00

FOLDER NO  
 00116970/001/0/

CURRENCY PAGE  
 USD 1

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
---------------------------	-------------	-------------------	---------------	-------	----------------------

CASH POSITIONS

CURRENT ACCOUNTS

USD

0.01 CURRENT ACCOUNT

0.01

TOTAL CURRENT ACCOUNTS

0.01

TOTAL CASH POSITIONS

0.01

TOTAL DEPOSITS

0.01

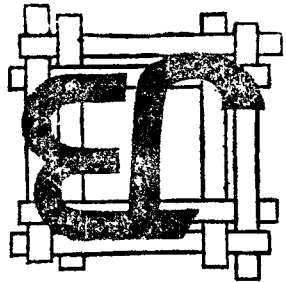
TOTAL ASSETS  
 ACCRUED INTERESTS  
 NET VALUATION

0.01  
 0.01  
 0.01

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 228  
LIMA 08

*[Handwritten signature]*



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Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322



Titulaire / Holder

116720

Adresse d'expédition / Mail address

C/O BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

CLP-M1

**JOSE BARRITO BOGGIANO**  
 ABOGADO NOTARIO DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

VALUATION AS OF  
 31/12/00

FOLDER NO  
 00116720/001/0/

CURRENCY PAGE  
 USD 1

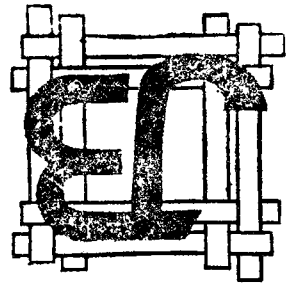
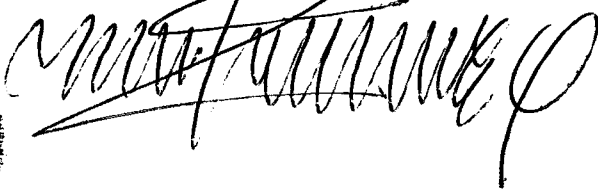
9181

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
	CASH POSITIONS				
	-----				
	CURRENT ACCOUNTS				
USD	1.64 CURRENT ACCOUNT			1.64	
	TOTAL CURRENT ACCOUNTS			1.64	
	-----				
	TOTAL CASH POSITIONS			1.64	
	-----				
	MONEY MARKET				
	-----				
	MONEY MARKET PAPERS				
USD	101 300 PROM. NOTE NMH S.A. (VALUE:P.M.)	100		0.00	1 089.65
	9.681 % 2000/2001 21-02/1.				
	TOTAL MONEY MARKET PAPERS			0.00	1 089.65
	-----				
	TOTAL MONEY MARKET			0.00	1 089.65
	-----				
	TOTAL DEPOSITS			1.64	1 089.65
	-----				

**LEGALIZACION DE FOTOCOPIA**

Ante el Sr. Notario del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



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Lima,  
07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Titulaire / Holder

Adresse d'expédition / Mail address

**JOSE BARRITO BOGGIANO**  
 ABOGADO / NOTARIO DE LIMA  
 Av. El Rosero 226-228 - Lima 08  
 Telf. 358-2323 - Télefax 358-2322

VALUATION AS OF  
 31/12/00

FOLDER NO  
 00116710/001/0/

CURRENCY PAGE  
 USD 1

C/O BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

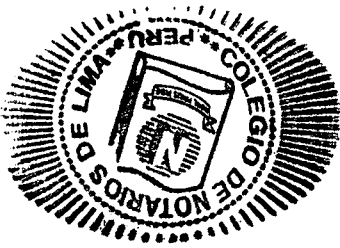
CLT-MI

2181

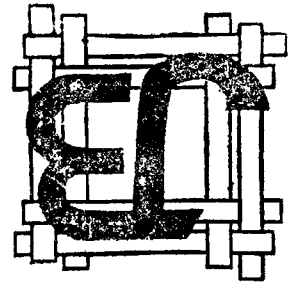
NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
	CASH POSITIONS				
	-----				
	CURRENT ACCOUNTS				
USD	0.01 CURRENT ACCOUNT			0.01	
	-----				
	TOTAL CURRENT ACCOUNTS			0.01	
	-----				
	TOTAL CASH POSITIONS			0.01	
	-----				
	MONEY MARKET				
	-----				
	MONEY MARKET PAPERS				
USD	160 000 PROM. NOTE MMH S.A. (VALUE:P.M.)	100		0.00	1 596.75
	9.212 % -2000/2001 21-02/1				
	-----				
	TOTAL MONEY MARKET PAPERS			0.00	1 596.75
	-----				
	TOTAL MONEY MARKET			0.00	1 596.75
	-----				
	TOTAL DEPOSITS			0.01	1 596.75
	-----				

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado





JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



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confronté.- Doy fe.  
Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Tel. 358-2323 - Telefax 358-2322

Titulaire / Holder

116850

Adresse d'expédition / Mail address

BANCO NUEVO MUNDO  
 P.O. BOX 10135-LIMA 100  
 AV. PASO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

**JOSE BARRERO BOGGIANO**  
 ABOGADO  
 Av. El Rosario 228-230 - Lima 08  
 Telf. 358-2330 - Telefax 358-2322

VALUATION AS OF  
 31/12/00

FOLDER NO  
 00116850/001/0/

CURRENCY PAGE  
 USD 1

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
---------------------------	-------------	-------------------	---------------	-------	----------------------

USD 200 000 PROM. NOTE NMH S.A. (VALUE:P.M.) 100  
 9.25 & 2000/2001 06-08/1

0.00 7 297.20

MONEY MARKET PAPERS  
 -----  
 MONEY MARKET  
 -----  
 TOTAL MONEY MARKET PAPERS  
 TOTAL MONEY MARKET

0.00 7 297.20

TOTAL DEPOSITS

0.00 7 297.20

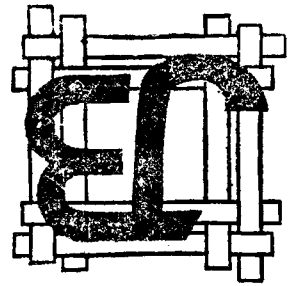
TOTAL ASSETS  
 ACCRUED INTERESTS  
 NET VALUATION

0.00  
 7 297.20  
 7 297.20

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

8181

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 228  
LIMA 08



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Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Titulars / Holder

116760

VALUATION AS OF  
 31/12/00

FOLDER NO  
 00116760/001/0/

Address of expedition / Mail address  
 BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

**JOSE BARRIJO BOGGIANO**  
 ABOGADO NOTARIO DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2323 - Télefax 358-2322  
 CMT-MI

1819

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
---------------------------	-------------	-------------------	---------------	-------	----------------------

CASH POSITIONS  
 -----  
 CURRENT ACCOUNTS  
 0.03 CURRENT ACCOUNT

TOTAL CURRENT ACCOUNTS  
 TOTAL CASH POSITIONS

TOTAL DEPOSITS  
 TOTAL ASSETS  
 ACCRUED INTERESTS  
 NET VALUATION

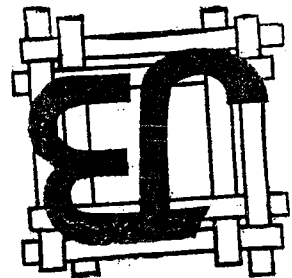
0.03				0.03	
0.03				0.03	
0.03				0.03	
0.03				0.03	
0.03				0.03	
0.03				0.03	

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

CURRENCY PAGE  
 USD 1



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



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Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
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Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

1813

Titulaire / Holder

116740

VALUATION AS OF  
 31/12/00

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 00116740/001/0/

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 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

**JOSE BARRITO BOGGIANO**  
 ABOGADO - NOTARIO DE LIMA  
 Av. El Rocío 226-228 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322  
 CDT-MI

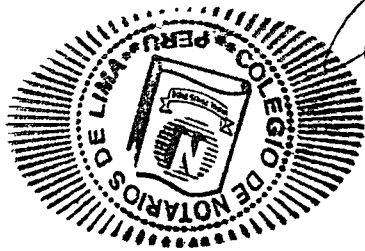
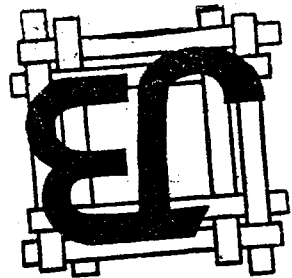
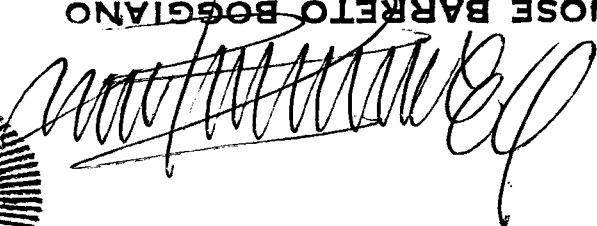
CURRENCY PAGE  
 USD 1

1820

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
	CASH POSITIONS				
	-----				
	CURRENT ACCOUNTS				
USD	-0.01 CURRENT ACCOUNT			-0.01	
	TOTAL CURRENT ACCOUNTS			-0.01	
	TOTAL CASH POSITIONS			-0.01	
	-----				
	TOTAL DEPOSITS			-0.01	
	-----				
	TOTAL ASSETS			-0.01	
	ACCRUED INTERESTS				
	NET VALUATION			-0.01	

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



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Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
AV. EL ROSARIO 226-228 - Lima 08  
Tel: 358-2323 - Telefax 358-2322

1250



Titulaire / Holder

116750

Adresse d'expédition / Mail address

BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

CLT-M1

**JOSE BARRITO BOGGIANO**  
 ABOGADO - NOTARIO DE LIMA  
 Av. El Rosario 226228 - Lima 08  
 Telf. 358-2328 - Telefax 358-2322

VALUATION AS OF  
 31/12/00

FOLDER NO  
 00116750/001/0/

CURRENCY PAGE  
 USD 2

1281

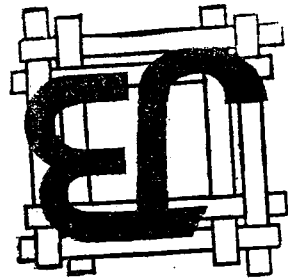
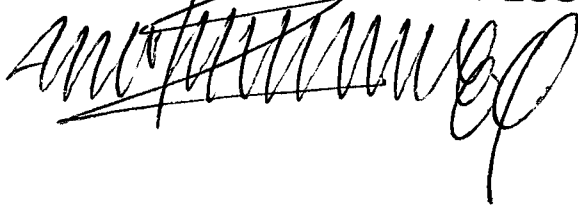
NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
---------------------------	-------------	-------------------	---------------	-------	----------------------

	TOTAL ASSETS			4.46	
	ACCRUED INTERESTS				
	NET VALUATION			4.46	

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



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confronté. - Doy fe.  
Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322



1831

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VALUATION AS OF  
 31/12/00

FOLDER NO  
 00116750/001/0/

BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

Adresse d'expédition / Mail address

**JOSE BARRETO BOGGIANO**  
 ABOGADO - NOTARIO DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-0343 - Telefax 358-2322

CLT-M1

CURRENCY PAGE  
 USD 1

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
---------------------------	-------------	-------------------	---------------	-------	----------------------

CASH POSITIONS

USD 4.46 CURRENT ACCOUNT

TOTAL CURRENT ACCOUNTS

TOTAL CASH POSITIONS

MONEY MARKET

USD 100 000 PROM. NOTE NMH S.A. (VALUE:P.M.)  
 9.212 & 2000/2000 19-12/1 100.

TOTAL MONEY MARKET PAPERS

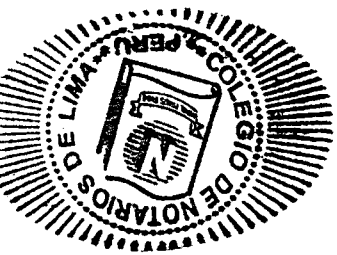
TOTAL MONEY MARKET

TOTAL DEPOSITS

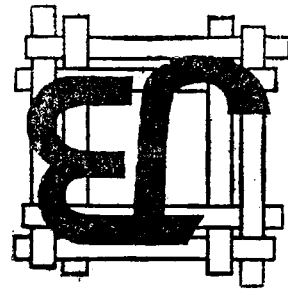
4.46	=====				
4.46	=====				
4.46	=====				
0.00	=====				
0.00	=====				
4.46	=====				

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado



JOSE BARRETO BOGGIANO  
ABOGADO (NOTARIO DE LIMA  
AV. EL ROSARIO N° 226  
LIMA 08



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Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

1855



001 CLF-M1

116740

Titulaire / Holder

BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

02  
 02  
 01

Adresse d'expédition / Mail

**JOSE BARRERO BOGGIANO**  
 ABOGADO - NOTARIO DE LIMA  
 Av. El Rosal 15726-228 - Lima 08  
 Telf: 358-2323 - Telefax 358-2322

From 30/11/00 To 31/12/00

CURRENT ACCOUNT USD

00116740/00/00/000/

31/12/00

Page

8

Date	Avis Advice	Libellé / Description	Débit / Debit	Crédit / Credit	Solde / Balance	Valeur Value
301100	10	BALANCE CARRIED FORWARD	0.00		-0.01	181000
		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p><b>LEGALIZACION DE FOTOCOPIA</b>            Art. 110 y 111 Ley del Notariado</p> </div>				
		BALANCE AS OF 31/12/00			-0.01	

Confirmez l'exactitude des données et dates par votre signature en présence d'un témoin autorisé

Formule sans signature

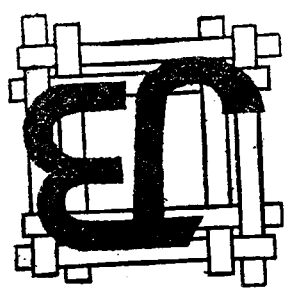
des dévotés

TO YOUR DEBIT



*Jose Barreto Boggiانو*

**JOSE BARRETO BOGGIANO**  
 ABOGADO NOTARIO DE LIMA  
 AV. EL ROSARIO No. 226  
 LIMA 08



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Lima, 07 JUN. 2001

**JOSE BARRETO BOGGIANO**  
 ABOGADO - NOTARIO DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

1853

001 CJP-M1

116710

C/O BANCO NUEVO MUNDO  
P.O. BOX 10135 - LIMA 100  
AV. PASEO DE LA REPUBLICA 3033  
SAN ISIDRO, LIMA 27

**1824**

Printed 11 08  
ATP 11 12 02

CURRENT ACCOUNT USE

10116710 00 01

31 00 00

Page

Date	Avs / Advice	Libelle / Description	Debit / Debit	Credit / Credit	Saldo / Balance	Value / Value
101130	17	BALANCE CARRIED FORWARD		0.00		0.01 211105
<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p><b>LEGALIZACION DE FOTOCOPIA</b> Art. 110 y III Ley del Notariado</p> </div>						
		BALANCE AS OF 31/12/00				0.01

Sauf avis contraire de votre part dans les 30 jours ce relevé sera reconnu exact

Escriba su nombre y apellido

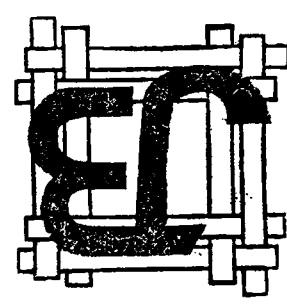
Vos initiales

TO YOUR CREDIT



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08

*[Handwritten signature]*



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Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima C.  
Telf. 358-2323 - Telefax 358-232

1853

**JOSE BARRIETO BOGGIANO**  
 ABOGADO / ABOGADO DE LIMA  
 AV. El Rosario 226-228 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

001 CLP-MI

116900

BANCO NUEVO MUNDO  
 P.O. BOX 10135  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

15  
 62  
 88  
 11

Debitum / 11.000  
 Adito 31.12.00

CURRENT ACCOUNT

30116900 00/00/0000

31/12/00

Page

5

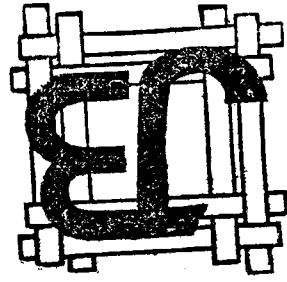
Date	AVIS Advice	Libelle / Description	Debit / Debit	Credit / Credit	Solde / Balance	Valeur Value
30.11.00	20	BALANCE CARRIED FORWARD		0.00	0.02	180900
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BALANCE AS OF 31/12/00						0.02

FOR YOUR CREDIT





**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



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Lima, 07 JUN. 2001

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima (8)  
Telf. 358-2323 - Telefax 358-2328

**JOSE BARRÉTO BOGGIANO**  
 ABOGADO - NOTARIO DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2223 - Telefax 358-2322

001 CLT-M1

116880

Titulaire / Holder

BANCO NUEVO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

**19  
 22  
 88  
 74**

Date from 31/11/00  
 Au To 31/12/00

CURRENT ACCOUNT END

00116880/00/00/0000

31/12/00

Page

5

Date	Avis Advice	Libelle / Description	Debit / Debit	Credit / Credit	Solde / Balance	Valeur Value
30/11/00	12	BALANCE CARRIED FORWARD		0.00	690.18	101000
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BALANCE AS OF 31/12/00					690.18	

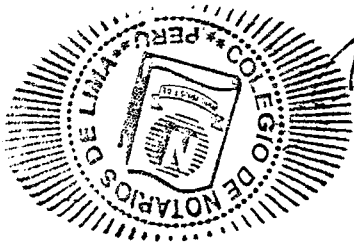
Sauf avis contraire de votre part dans les 30 jours, ce relevé sera reconnu exact

Formule sans signature

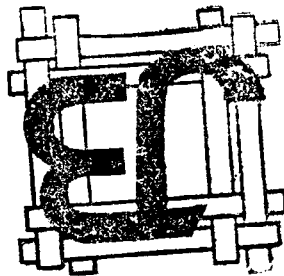
Vos dévoués

TO YOUR CREDIT

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



*[Handwritten signature]*



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Lima, 07 JUN. 2001

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ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322



Titulaire / Holder

NUEVO MUNDO HOLDING S.A.

C/O BANCO DE  
 ATTN.: JACQUES LEVY CALVO  
 AV. PASEO DE LA REPUBLICA 3033 SAN ISIDRO  
 LIMA 27

**JOSE BARRETO BOGGIANO**  
 ABOGADO - NOTARIO DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2322 - Telefax 358-2322

001 CLT-M1

Debit from 30/11/00  
 Au/To 31/12/00

CURRENT ACCOUNT USD

00119200/00/00/000/

31/12/00

Page

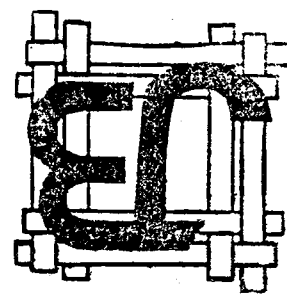
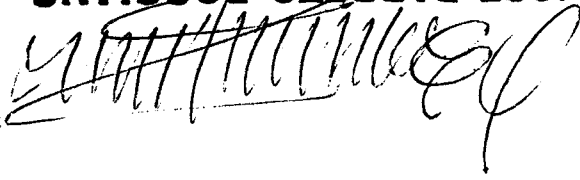
11

Date	Avis Advice	Libelle / Description	Debit / Debit	Credit / Credit	Solde / Balance	Valeur Value
		BALANCE B/FWD			182674.48	
011200	186	TRANSFER TRANSFER P.N. 9999999/87	149169.90		33504.58	011200
011200	187	SALE 149100 P.N. 8.669 & 2000/2001 PROM. NO		149100.00	182604.58	011200
051200	188	TRANSFER P.N. 9999999/62	823647.45		-641042.87	051200
061200	189	TRANSFER P.N. 9999999/62	-823647.45		182604.58	051200
061200	190	TRANSFER TRANSFER TO BLOCKED POSITION	182604.58		0.00	061200
BALANCE AS OF 31/12/00					0.00	

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

1827

JOSE BARETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



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Lima, 07 JUN. 2001

JOSE BARETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Tel. 358-2323 - Telefax 358-2322

BANCO  
 Necherhans Antilles  
 CURACAO 06/12/2000  
 A D V I C E 1  
 001

1  
 CLT-MI  
 244  
 GROUP CBG BANKING  
 CORPORATION GIBNEYA

COMPAGNIE BANCAIRE  
 DES ANTILLES N.V.  
 Adresse d'expédition / Mail address

**JOSE BARRETO BOGGIANO**  
 ABOGADO - NOTARIO DE LIMA  
 Av. El Rosario 26228 - Lima 08  
 Telf. 358-2323 Teletax 358-2322

Titulaire / Holder  
 NUEVO MUNDO HOLDING S.A.

C/O BANCO DE NUEVO MUNDO  
 ATTN.: JACQUES LEVY CALVO  
 AV. PASEO DE LA REPUBLICA 3033 SAN ISIDRO  
 LIMA 27

8961

Compte / Account  
 BLOCKED ACC.  
 00119200-27-00-000

Monnaie / Currency  
 USD  
 06/12/2000

Transaction / Transaction  
 TRANSFER

Ancien solde / Previous balance  
 0.00

TRANSFER TO BLOCKED POSITION	AMOUNT:	USD	182 604.58
WE C R E D I T YOUR ACCOUNT WITH OURSELVES.	USD		182604.58

Nouvelle position / New position  
 Nouveau solde / New balance  
 182604.58  
 No valeur / Security no  
 TPO YOUR CREDIT

Credit / Credit  
 182604.58

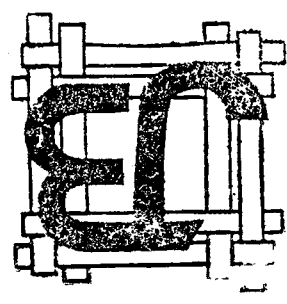
Sauf avis contraire de votre part dans les 30 jours, cet avis sera reconnu exact

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

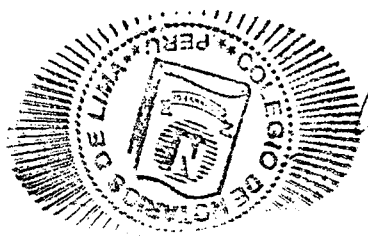
JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe.

Lima, 07 JUN. 2001



*[Handwritten signature]*  
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



001 CLT-M1

117200

BANCO NUEVO /  
 P.O. BOX 10135-LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO LIMA 27

Due From 30/11/00  
 Av To 31/12/00

CURRENT ACCOUNT USD

00117200/00/00/000/

31/12/00

Page

9

Date	Avis Advice	Libellé / Description	Debit / Debit	Credit / Credit	Solde / Balance	Valeur Value
301100	16	BALANCE CARRIED FORWARD		0.00	92.97	101100
		<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p><b>LEGALIZACION DE FOTOCOPIA</b>                      Art. 110 y 111 Ley del Notariado</p> </div>				
		BALANCE AS OF 31/12/00			92.97	

Si el saldo confirmado de esta cuenta no coincide con el saldo en el momento de la impresión...

Exempta de impuestos...

Vinculada a...

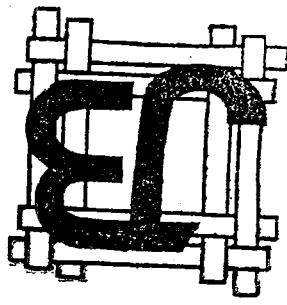
TO YOUR CREDIT





**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 228  
LIMA 08

*[Handwritten signature]*



**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la  
confronté.- Doy fe.  
Lima, 07 JUN. 2001

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Titulaire / Holder

001 CLF-M1  
 116910

BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

Adresse d'expedition

**JOSE BARRERO BOGGIANO**  
 ABOGADO - ~~NOTARIO~~ DE LIT.  
 Av. El Rosal 6 226-228 - Lima 06  
 Telf. 358-2323 - Telefax 358-2322

De From 30/11/00 31/12/00 CURRENT ACCOUNT USD 00116910/00.00.000/ 31/12/00 Page 4  
 No To 31/12/00

Date	AVIS Advice	Libelle / Description	Débit / Debit	Credit / Credit	Salde / Balance	Valeur Value
301100	17	BALANCE CARRIED FORWARD	0.00		-0.01	301100
		BALANCE AS OF 31/12/00			-0.01	

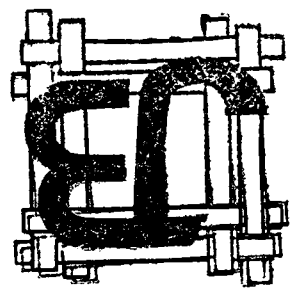
**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

Exempt to stamp collection  
 Vencido a pagar

TO YOUR DEBIT



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 226  
LIMA 08



**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté. - Doy fe.  
Lima, **07 JUN. 2001**

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Tel. 358-2323 - Telefax 358-2322

CIBANCA  
 COMPAGNIE BANCAIRE  
 DES ANTILLES N.V.  
 CURACAO 01/12/2000  
 A D V I C E 186  
 001  
 CLF-MI GROUP CHG BANKING  
 CORPORATION GENEVA  
 81

Adresse d'expédition / Mail address  
 C/O BANCO DE NUEVO MUNDO  
 ATTN.: JACQUES LEVY CALVO  
 AV. PASEO DE LA REPUBLICA 3033 SAN ISIDRO  
 LIMA 27

**JOSE BARRETO BOGGIANO**  
 ABOGADO NOTARIO DE LIMA  
 Av. El Rosario 225-228 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

Titulaire / Holder  
 NUEVO MUNDO HOLDING S.A.

Compte / Account  
 CURRENT ACCOUNT  
 00119200-00-00-000  
 Transaction / Transaction  
 TRANSFER

Monnaie / Currency  
 USD  
 Valeur / Value  
 01/12/2000

Ancien solde / Previous balance  
 182674.48

TRANSFER P.N. 999999/87		
AMOUNT:	USD	149 169.90
WE D E B I T	YOUR ACCOUNT WITH OURSELVES.	USD

Débit / Debit  
 149169.90

Nouvelle position / New position  
 No valeur / Security no  
 Nouveau solde / New balance  
 33504.58

TO YOUR CREDIT

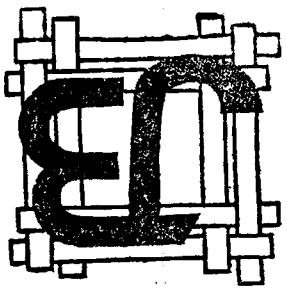
Sauf avis contraire de votre part dans les 30 jours, cet avis sera reconnu exact

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y III Ley del Notariado

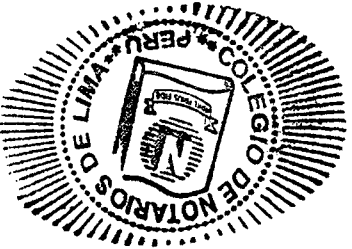
1381

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telex 358-2322

CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual se  
confronta. - Doy fe.  
Lima, 07 JUN. 2001



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 226  
LIMA 08



Titulaire / Holder

Adresse d'expedition / Mail address

BANCO NUEVO MUNDO  
 P.O. BOX 10135  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

CLT-M1

281

VALUATION AS OF  
 31.12.00

FOLDER NO  
 00116900.001.9

CURRENCY  
 USD

PAGE  
 1

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE VALUE	ACCRUED INTERESTS
CASH POSITIONS					
-----					
CURRENT ACCOUNTS					
USD	0.02 CURRENT ACCOUNT			0.02	
-----					
TOTAL CURRENT ACCOUNTS					
				0.02	
-----					
TOTAL CASH POSITIONS					
				0.02	
-----					
MONEY MARKET					
-----					
MONEY MARKET PAPERS					
USD	115 000 PROM. NOTE MMH S.A. (VALUE:P.M.)	100		0.00	
	9.212 & 2000/2000 18-12/1				
-----					
TOTAL MONEY MARKET PAPERS					
				0.00	
-----					
TOTAL MONEY MARKET					
				0.00	
-----					
TOTAL DEPOSITS					
				0.02	
=====					

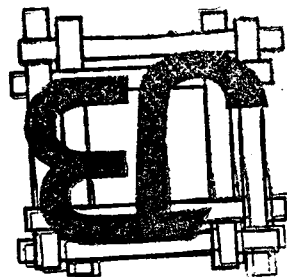
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
 ABOGADO NOTARIO DE LIMA  
 Av. El Rosario 298-228 - Lima 08  
 Telf. 358-2823 - Telefax 358-2822



JOSE BARETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 228  
LIMA 08



**CERTIFICO:** Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe.  
Lima, 07 JUN. 2001

JOSE BARETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
AV. EL ROSARIO 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Titulaire / Holder

Adresse d'expédition / Mail address

BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

117020

CLT-M1

**33**  
**183**  
**1**

VALUATION AS OF  
 31/12/99

FOLDER NO  
 00117020/001/0/

CURRENCY PAGE  
 USD 1

CUR.	QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS	
MONEY MARKET							
-----							
MONEY MARKET PAPERS							
USD	100 000	PROM. NOTE NMH S.A. (VALUE:P.M.)	100		0.00	1 747.20	
		3.25 % 2000/2001					
		24-10/1					
USD	50 000	PROM. NOTE NMH S.A. (VALUE:P.M.)	100		0.00	373.60	
		3.25 % 2000/2001					
		24-10/1					
-----							
TOTAL MONEY MARKET PAPERS						0.00	2 620.80
=====							
TOTAL MONEY MARKET						0.00	2 620.80
=====							
TOTAL DEPOSITS						0.00	2 620.80
=====							
TOTAL ASSETS						0.00	
ACCRUED INTERESTS							2 620.80
NET VALUATION							2 620.80
=====							

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

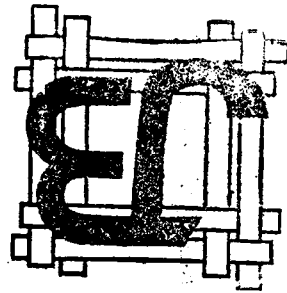
**JOSE BARREIRO BOGGIANO**  
 ABOGADO - NOTARIO DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



*[Handwritten signature]*



**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la  
confronté.- Doy fe.  
Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

*Titulaire / Holder*

116990

*Adresse d'expédition / Mail address*

BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

CLT-M00  
 63  
 11

**JOSE BARRIETO BOGGIANO**  
 ABOGADO - ~~San Isidro~~ DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

VALUATION AS OF  
 31/12/00

FOLDER NO  
 00116990/001/0

CURRENCY PAGE  
 USD 1

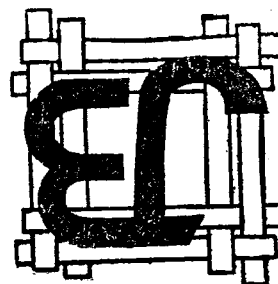
NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
USD 80 000	PROM. NOTE MMH S.A. (VALUE:P.M.)	100		0.00	
	8.463 & 2000/2000 11-12/1				
	MONEY MARKET PAPERS				
	TOTAL MONEY MARKET PAPERS			0.00	
	TOTAL MONEY MARKET			0.00	
	TOTAL DEPOSITS			0.00	
	TOTAL ASSETS			0.00	
	ACCRUED INTERESTS			0.00	
	NET VALUATION			0.00	

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 228  
LIMA 08



CERTIFICO: Que la copia fotostática  
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que he tenido a la vista, con el cual la  
confronté. - Doy fe.  
Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

1834

Titulaire / Holder

Adresse d'expédition / Mail address

BANCO NUEVO MUNDO  
 P.O. BOX 10135-LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO LIMA 27

CLT-M1

VALUATION AS OF  
 31/12/00

FOLDER NO  
 00117200/001/0/

CURRENCY PAGE  
 USD 1

15631

**JOSE BARRETO BOGGIANO**  
 ABOGADO - NOTARIO DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE VALUE	ACCRUED INTERESTS
---------------------------	-------------	-------------------	---------------	----------------	----------------------

CASH POSITIONS  
 -----

USD 92.97 CURRENT ACCOUNT

TOTAL CURRENT ACCOUNTS

TOTAL CASH POSITIONS

MONEY MARKET  
 -----

USD 142 100 PROM. NOTE NMH S.A. (VALDE:P.M.)  
 9.212 8.2000/2001 01-02/1

MONEY MARKET PAPERS

TOTAL MONEY MARKET PAPERS

TOTAL MONEY MARKET

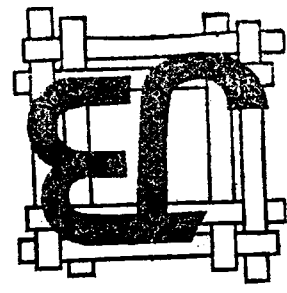
TOTAL DEPOSITS

0.00	2	145.35	=====
0.00	2	145.35	=====
0.00	2	145.35	=====
92.97	2	145.35	=====

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 228  
LIMA 08



**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la **confronté.** - Doy fe. \_\_\_\_\_  
Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

1835

A unqyad  
 Netherlands Antilles  
 CURACAO 05.12.2000  
 A D V I C E 188  
 001

**CBA**  
 GROUP CBG BANKING  
 CORPORATION GENEVA  
 65

**COMPAGNIE BANCAIRE  
 DES ANTILLES N.V.**  
 Adresse d'expédition / Mail address

Titulaire / Holder  
 NUEVO MUNDO HOLDING S.A.

C/O BANCO DE NUEVO MUNDO  
 ATTN.: JACQUES LEVY CALVO  
 AV. PASEO DE LA REPUBLICA 3033 SAN ISIDRO  
 LIMA 27

**JOSE BARRETO BOGGIANO**  
 ABOGADO / NOTARIO DE LIMA  
 Av. El Rosar 6226-228 - Lima 08  
 Telf. 358-2323 - Teletax 358-2322

9681

Compte / Account

CURRENT ACCOUNT  
 00119200-00-00-000

AC020319

USD

05/12/2000

Transaction / Transaction

DEBIT ADVICE

Ancien solde / Previous balance

182604.58

TRANSFER P.N. 999999/62

AMOUNT: USD 823 647.45

WE D E B I T YOUR ACCOUNT WITH OURSELVES. USD

823647.45

Débit / Debit

823647.45

Credit / Credit

Nouvelle position / New position

Nouveau solde / New balance

-641042.87

No valeur / Security no

TO YOUR DEBIT

**LEGALIZACION DE FOTOCOPIA**

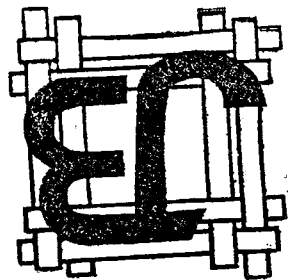
Art. 110 y III Ley del Notariado

Si el AWS Contrate de votre part dans les 90 jours, cet avis sera reconnu avant

Erreurs sans responsabilité

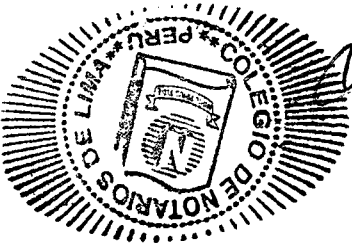
Une notice

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la  
confronté.- Doy fe.  
Lima, 07 JUN. 2001

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322



1236

Titulaire / Holder

Adresse d'expédition / Mail address

**JOSE BARRETO BOGGIANO**  
 ABOGADO NOTARIO DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358 2323 / Telefax 358-2322

117300

CLT-M1

181

BANCO NUEVO MUNDO  
 P.O. BOX 10135-LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO LIMA 27

VALUATION AS OF  
 31/12/00

FOLDER NO  
 00117300/001/0/

CURRENCY PAGE  
 USD 1

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
	CASH POSITIONS				
	-----				
	CURRENT ACCOUNTS				
USD	0.74 CURRENT ACCOUNT			0.74	
	-----				
	TOTAL CURRENT ACCOUNTS			0.74	
	-----				
	TOTAL CASH POSITIONS			0.74	
	=====				
	MONEY MARKET				
	-----				
	MONEY MARKET PAPERS				
USD	100 000 PROM. NOTE MMH S.A. (VALUE:P.M.)	100		0.00	1 509.75
	9.212 & 2000/2001 01-02/1				
	-----				
	TOTAL MONEY MARKET PAPERS			0.00	1 509.75
	=====				
	TOTAL MONEY MARKET			0.00	1 509.75
	=====				
	TOTAL DEPOSITS			0.74	1 509.75
	=====				

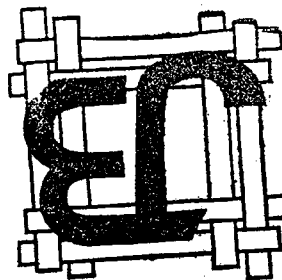
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado





**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la  
confronté.- Doy fe.  
Lima, 07 JUN. 2001

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Gatoweg 35  
 P.O. Box 4729  
 Curaçao  
 Netherlands Antilles  
 Telephone 599 9 7366760  
 Telephone 599 9 7366830  
 Fax 599 9 7366868

Titulaire / Holder

117600

Adresse d'expédition / Mail address

VALUATION AS OF  
 31/12/00

FOLDER NO  
 00117600/001/0/

C/O BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

CLT-MI

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS	CURRENCY	PAGE
						USD	2

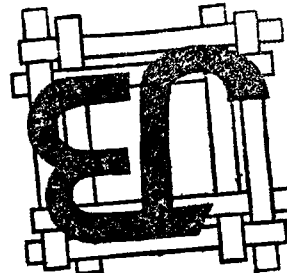
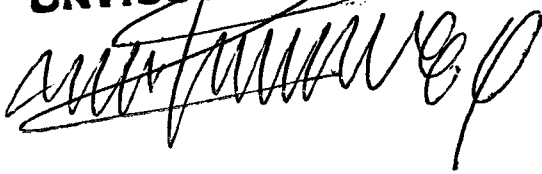
TOTAL ASSETS  
 ACCRUED INTERESTS  
 NET VALUATION

81.49  
 3 433.80  
 3 515.29  
 =====

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
 ABOGADO - ~~NOTARIO~~ DE LIMA  
 Av. El Rosario 228-228 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 228  
LIMA 08



CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe.  
Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322



1232



Titulaire / Holder

Adresse d'expédition / Mail address

116910

CLT-M1

BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

VALUATION AS OF  
 31.12.99

FOLDER NO  
 00116910/001/0/

CURRENCY PAGE  
 USD 3

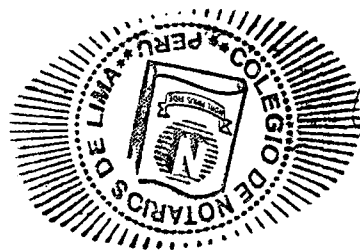
NOMINAL CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
--------------------------	-------------	-------------------	---------------	-------	----------------------

	TOTAL ASSETS			-0.01	
	ACCRUED INTERESTS			1 226.50	
	NET VALUATION			1 226.49	

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

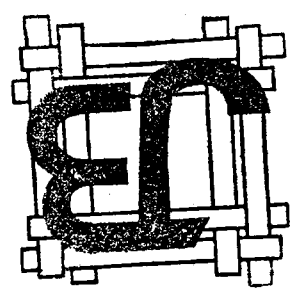
**JOSE BARRETO BOGGIANO**  
 ABOGADO / NOTARIO DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2223 - Telefax 358-2322

99  
 99



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

*[Handwritten signature]*



**CERTIFICO:** Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_  
Lima, 07 JUN. 2001

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

1828

Titulaire / Holder

001 CLT-M1

116890

BANCO NUEVO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

Adresse d'expedition /

**JOSE BARRETO BOGGIANO**  
 ABOGADO / NOTARIO DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2325 - Telefax 358-2322

Debitom 30/11/00  
 A/TD 31/12/00

CURRENT ACCOUNT USD

00116890/00/00/0000

31/12/00

Page

5

Date	Avis Advice	Libelle / Description	Debit / Debit	Credit / Credit	Solde / Balance	Valueur Value
30/11/00	14	BALANCE CARRIED FORWARD		0.00	0.02	301000
		BALANCE AS OF 31/12/00			0.02	

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

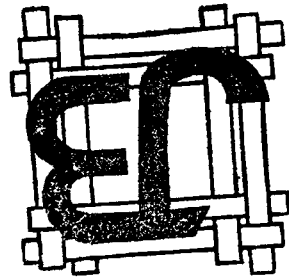
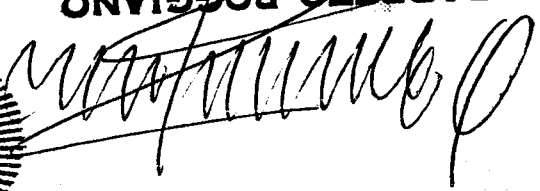
Siul avis contraire de votre part dans les 30 jours, ce relevé sera reconnu exact

Formule sans signature

Vos décaus

TO YOUR CREDIT

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la  
confronté. - Doy fe.  
Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

1820



001 CLT-M1

116720

Titulaire / Holder

C/O BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

**JOSE BARRETO BOGGIANI**  
 ABOGADO / NOTARIO DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2223 - Telefax 358-2322

Date From 30/11/00  
 Au/To 31/12/00

CURRENT ACCOUNT USD

00116720/00/00/000/

31/12/00

Page

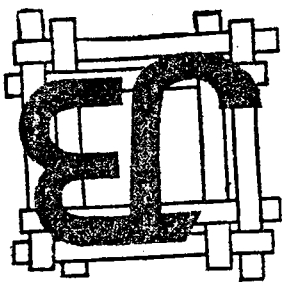
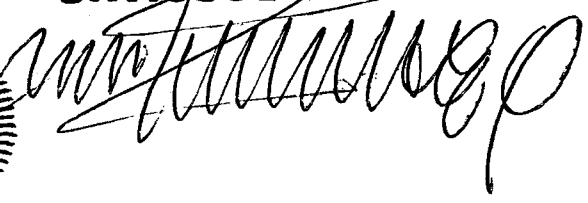
3

Date	Avis Advice	Libellé / Description	Débit / Debit	Crédit / Credit	Solde / Balance	Valeur Value
301100	18	BALANCE CARRIED FORWARD		0.00	1.64	221100
<b>LEGALIZACION DE FOTOCOPIA</b> Art. 110 y III Ley del Notariado						BALANCE AS OF 31/12/00
						1.64

TO YOUR CREDIT



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



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confronté.- Doy fe.  
Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

1241

**JOSE BARRIETO BOGGIANO**  
 ABOGADO / ABOGADO DE LIMA  
 AV. EL ROSAY 226-228 - Lima 08  
 Telf. 358-2923 - Telefax 358-2322

001 CLT-M1

116760

BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3035  
 SAN ISIDRO, LIMA 27

Due From 30/11/00  
 As To 31/12/00

CURRENT ACCOUNT USD

00116760/00/00/0000/

31/12/00

Page

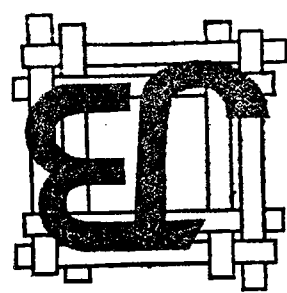
8

Date	AVIS Advice	Libellé / Description	Débit / Debit	Crédit / Credit	Solde / Balance	Valeur Value
301100	11	BALANCE CARRIED FORWARD		0.00	0.03	280900
<div style="border: 2px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p><b>LEGALIZACION DE FOTOCOPIA</b>            Art. 110 y 111 Ley del Notariado</p> </div>						
BALANCE AS OF 31/12/00						0.03

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
controta. - Doy fe.

Lima, 07 JUN. 2001



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



*Titulaire / Holder*

001 CLT-M1  
 117600

*Adresse d'expedition /*

C/O BANCO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

**JOSE BARRITO BOGGIANO**  
 ABOGADO - NOTARIO DE LIMA  
 Av. El Rosay 228-228 - Lima 08  
 Telf. 358-2523 - Telefax 358-2322

Due from 30/11/00  
 Av/To 31/12/00  
 CURRENT ACCOUNT USD

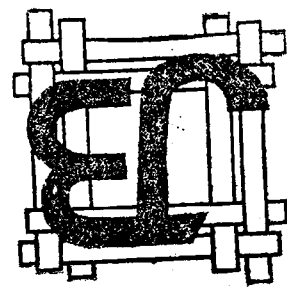
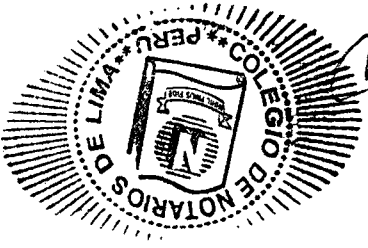
00117600/00/00/000/

31.12/00

Page 9

Date	Avis Advice	Libelle / Description	Débit / Debit	Crédit / Credit	Solde / Balance	Valeur Value
301100	18	BALANCE CARRIED FORWARD		0.00	81.49	171100
<b>LEGALIZACION DE FOTOCOPIA</b> Art. 110 y 111 Ley del Notariado					BALANCE AS OF 31/12/00	81.49

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 226  
LIMA 08



CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe.  
Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

1100 Bank 4729  
 Curaçao Netherlands Antilles  
 Telephone: 599 9 73008340  
 Fax: 599 9 7300838

CURACAO 30/11/2000  
 A D V I C E 184  
 001

CLT-M1 GROUP CBG BANKING  
 CORPORATION GENEVA  
 533



COMPAGNIE BANCAIRE  
 DES ANTILLES N.V.

Adresse d'expédition / Mail address

C/O BANCO DE NUEVO MUNDO  
 ATTN.: JACQUES LEVY CALVO  
 AV. PASEO DE LA REPUBLICA 3033 SAN  
 LIMA 27

TITULAIRE / Holder  
 NUEVO MUNDO HOLDING S.A.

Compte / Account

CURRENT ACCOUNT  
 00119200-00-00-000

Monnaie / Currency  
 AC020168 USD

Value / Valeur  
 30/11/2000

Transaction / Transaction

SALE  
 TRADE DATE: 30/11/00 PLACE: HORS BOURSE

Ancien solde / Previous balance  
 -77625.52

PROMISSORY NOTES  
 PROMISSORY NOTE NUEVO MUNDO HOLDING S.A.  
 8.902 & 2000/2001

AMOUNT 160000 PRICE: 1.00 USD

160000.00

Debit / Debit

TOTAL  
 WE CREDIT YOUR ACCOUNT  
 NO. 00119200-00-00-000.

160000.00

Credit / Credit

160000.00

WE THANK YOU FOR YOUR ORDER.

Nouvelle position / New position

0

Nouveau solde / New balance

82374.48

No valeur / Security no

99999999/00

TO YOUR CREDIT

JOSE BARRETO BOGGIANO  
 ABOGADO NOTARIO DE LIMA  
 AV. El Rosario 228-228 - Lima 08  
 Telf. 358-2323 Telefax 358-2322

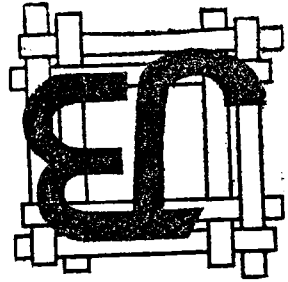
81

LEGALIZACION DE FOTOCOPIA

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 226  
LIMA 08



*[Handwritten signature]*



Lima, ~~07 JUN. 2001~~

CERTIFICO: Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la compare. - Doy fe.

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322



001 CLT-M1

117300

Titulaire / Holder

Du/From 30/11/00  
 Au/To 31/12/00

CURRENT ACCOUNT USD

00117300/00/00/000/

31/12/00

Page

9

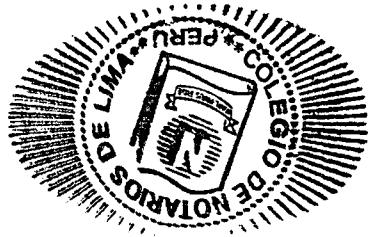
BANCO NUEVO  
 P.O. BOX 10135-LIMA 100  
 AV. PASEO DE LA REPUBLICA 1083  
 SAN ISIDRO LIMA 27

Adresse d'expédition /

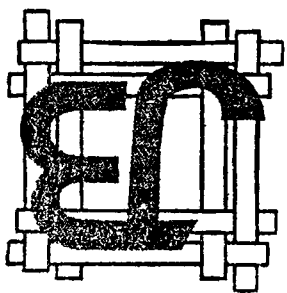
**JOSE BARRITO BOGGIANO**  
 ABOGADO - NOTARIO DE LIMA  
 AV. El Rosal 226-928 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

Date	AVIS Advice	Libelle / Description	Débit / Debit	Crédit / Credit	Solde / Balance	Valeur Value
301100	19	BALANCE CARRIED FORWARD		0.00	0.74	101100
<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p><b>LEGALIZACION DE FOTOCOPIA</b>                      Art. 110 y 111 Ley del Notariado</p> </div>						
BALANCE AS OF 31/12/00						0.74





JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 226  
LIMA 08



**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la  
confronté. - Doy fe.  
Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Surgeon  
Netherlands Antilles  
CURACAO 30/11/2000  
A D V I C E 181  
001

CLT-M1 GROUP CRG BANKING  
CORPORATION (FINNVA)  
315

**CBA**  
COMPAGNIE BANCAIRE  
DES ANTILLES N.V.

**JOSE BARRERO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rdsario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Titulaire / Holder  
NUEVO MUNDO HOLDING S.A.

C/O BANCO DE NUEVO MUNDO  
ATTN.: JACOUES LEVY CALVO  
AV. PASEO DE LA REPUBLICA 3033 SAN ISIDRO  
LIMA 27

Compte / Account  
CURRENT ACCOUNT  
00119200-00-00-000

Monsieur / Currency  
AC020118 USD

Transaction / Transaction  
DEBIT ADVICE NO. AC020118

Valeur / Value  
24/11/2000  
Ancien solde / Previous balance  
834402.83

OUR PAYMENT:  
UBS AG NEW YORK

IN FAVOUR OF:  
EFG PRIVATE BANK S.A., SWITZERLAND

REFERENCE:  
FFC NUEVO MUNDO HOLDING S.A.

A M O U N T : USD 650 000.00  
F E E S : USD 15.00  
T O T A L : VALUE: 24/11/00 USD  
W E D E B I T YOUR ACCOUNT  
NO. 00119200-00-00-000 WITH US.

Debit / Debit  
650015.00

Credit / Credit  
650015.00

Nouvelle position / New position

Nouveau solde / New balance

184387.83

No valeur / Security no

TO YOUR CREDIT

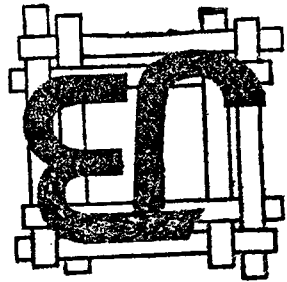
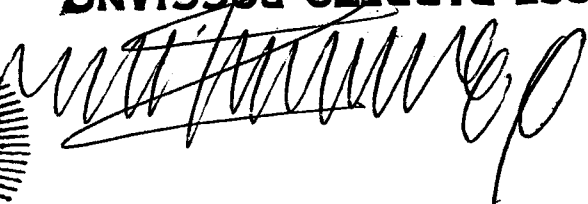
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

Si sur avis contraire de votre part dans les 30 jours cet avis sera considéré comme nul

9  
81

JOSE BARETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 226  
LIMA 08



**CERTIFICO:** Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual se  
confronta. - Doy fe.  
Lima, \_\_\_\_\_  
07 JUN. 2001

JOSE BARETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
AV. EL ROSARIO 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

1248

CURACAO 06/12/2000  
 A D V I C E 189  
 001 REVERSAL  
 CLT-M1 GROUP CRG BANKING  
 10 CORPORATION GINNEVA



**COMPAGNIE BANCAIRE  
 DES ANTILLES N.V.**  
 Adresse d'expédition / Mail address

C/O BANCO DE NUEVO MUNDO  
 ATTN.: JACQUES LEVY CALVO  
 AV. PASEO DE LA REPUBLICA 3033 SAN ISIDRO  
 LIMA 27

**JOSE BARBELO BOGGIANO**  
 ABOGADO / NOTARIO DE LIMA  
 AV. EL ROSARIO 226228 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

1847

Signature / Holder

NUEVO MUNDO HOLDING S.A.

CURRENT ACCOUNT  
 00119200-00-00-000

AC020319

Monnaie / Currency  
USD

Valour / Value  
 05/12/2000

DEBIT ADVICE

Ancien solde / Previous balance  
 -641042.87

TRANSFER P.N. 999999/62

AMOUNT:	USD	-823 547.45
WE D E B I T	YOUR ACCOUNT WITH OURSELVES.	USD

Debit / Debit  
 -823647.45

Credit / Credit

Nouvelle position / New position

Nouveau solde / New balance

182604.58

No valeur / Security no

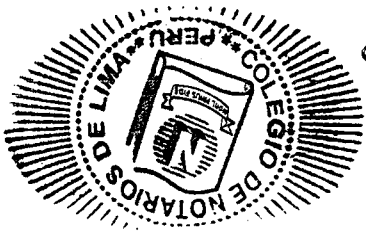
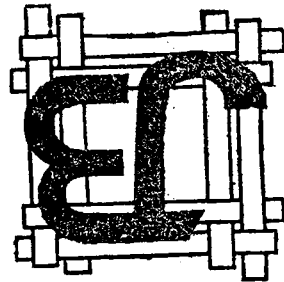
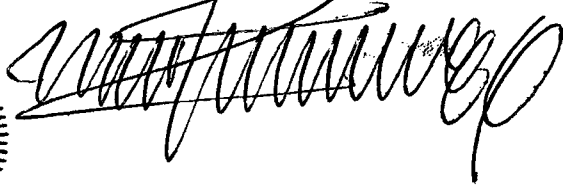
TO YOUR CREDIT

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

Seul avis contraire de votre part dans les 30 jours cet avis sera reconnu exact

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 228  
LIMA 08



**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual se confronta. - Doy fe.

Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Bank of America  
Netherlands Antilles  
CURACAO 01/12/2000  
A D V I C E  
001

**CIBA**  
GROUP CBG BANKING  
CORPORATION GENEVA  
89

**COMPAGNIE BANCAIRE  
DES ANTILLES N.V.**

Adresse d'expedition / Mail address

NUEVO MUNDO HOLDING S.A.

C/O BANCO DE NUEVO MUNDO  
ATTN.: JACQUES LEVY CALVO  
AV. PASEO DE LA REPUBLICA 3033 SAN ISIDRO  
LIMA 27

Titulaire / Holder

REF. ACCOUNTING  
00119200

AC020214

USD

01/12/2000

Transaction / Transaction

STOCKS BROUGHT IN  
PROMISSORY NOTES

Ancien solde / Previous balance

PAR VALUE: USD 149 100

PROMISSORY NOTE NUEVO MUNDO HOLDING S.A.  
8.569 \* 2000/2001

Debit / Debit

COMMISSION: FREE OF CHARGES

Credit / Credit

Nouvelle position / New position

149100

Nouveau solde / New balance

No valeur / Security no

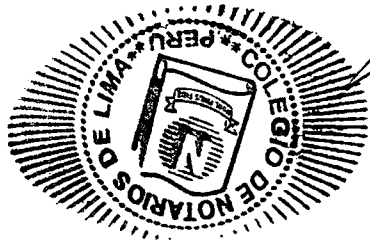
99999999/02

**JOSE BARRERO BOGGIANO**  
ABOGADO  
AV. El Rosario 126-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

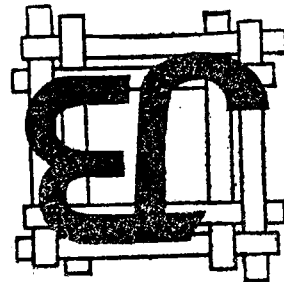
08  
09  
10

**LEGALIZACION DE FOTOCOPIA**

Art 110 v 1º del Manual Notarial



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 228  
LIMA 08



**CERTIFICO:** Que la copia fotostática  
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que he tenido a la vista, con el cual la  
confronté.- Doy fe.  
Lima, 07 JUN. 2001

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

1878



*Titulaire / Holder*

001 CLT-M1

116970

P.O. Box 4729  
 Curaçao  
 Netherlands Antilles

Telephone 599 9 7 800840  
 Fax 599 9 7 800808

*Adresse d'expédition / Mail*

BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

**JOSE BARRERO BOGGIANO**  
 ABOGADO NOTARIO DE LIMA  
 AV. EL ROSARIO 226-928 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

Due from 30/11/00  
 Av/To 31/12/00

CURRENT ACCOUNT USD

00116970/00/00/000

31/12/00

Page

3

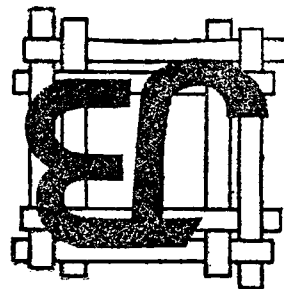
Date	Avis Advice	Libelle / Description	Débit / Debit	Crédit / Credit	Solde / Balance	Valeur Value
301100	7	BALANCE CARRIED FORWARD		0.00	0.01	301000
		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: 0 auto;"> <p><b>LEGALIZACION DE FOTOCOPIA</b>            Art. 110 y 111 Ley del Notariado</p> </div>			BALANCE AS OF 31/12/00	0.01

TO YOUR CREDIT





JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N.º 228  
LIMA 08



Lima, 07 JUN. 2001  
confronte.- Doy fe.  
que he tenido a la vista, con el cual la  
del ANVERSO es idéntica a su original  
CERTIFICO: Que la copia fotostática

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

1877

Titulaire / Holder

001 CLT-M1

116960

Adresse d'expédition / Mail

BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

**JOSE BARRETO BOGGIANO**  
 ABOGADO - NOTARIO DE LIMA  
 Av. El Rosario 226-928 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

Du/From 30/11/00  
 Au/To 31/12/00

CURRENT ACCOUNT USD

00116960/00/00/000/

31/12/00

**018**

Date	Avis Advice	Libellé / Description	Débit / Debit	Crédit / Credit	Solde / Balance	Valeur Value
301100	12	BALANCE CARRIED FORWARD		0.00	30.57	301100
					BALANCE AS OF 31/12/00	30.57

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y III Ley del Notariado

Sauf avis contraire de votre part dans les 30 jours, ce relevé sera reconnu exact

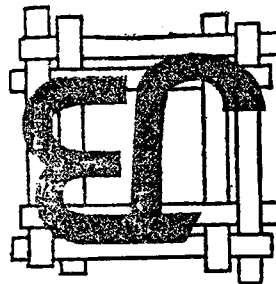
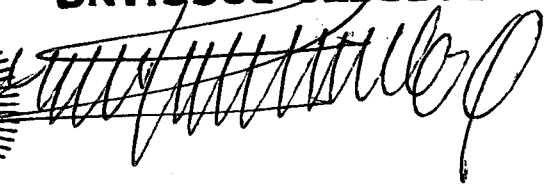
Formule sans signature

Vos devoues

TO YOUR CREDIT

ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 228  
LIMA 08

~~JOSE BARRETO BOGGIANO~~



**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la  
confronté.- Doy fe.  
Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

1220

Titulaire / Holder

NUEVO MUNDO HOLDING S.A.

C/O BANCO DE NUEVO MUNDO  
 ATTN.: JACQUES LEVY CALVO  
 AV. PASEO DE LA REPUBLICA 3033 SAN ISI  
 LIMA 27

Adresse d'expedition / Mail address

**JOSE BARRERO BOGGIANO**  
 ABOGADO NOTARIO DE LIMA  
 Av. El Rosal No 228-228 - Lima 08  
 Telf. 358-2323 Telefax 358-2322

VALUATION AS OF  
 31/12/00

FOLLER NO  
 00119200/001/0/

CURRENCY PAGE  
 USD 2

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE VALUE	ACCRUED INTERESTS
---------------------------	-------------	-------------------	---------------	----------------	----------------------

TOTAL ASSETS 7 482 604.58  
 ACCRUED INTERESTS 7 482 604.58  
 NET VALUATION =====

GUARANTEES  
 -----

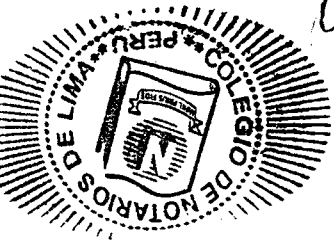
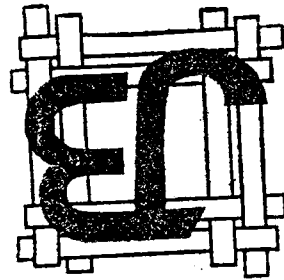
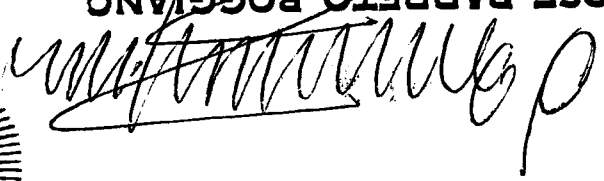
GUARANTEES ISSUED  
 USD -7 300 000.00 DEBITOR AVAL, PLEDGE AND GUARANTEE  
 & ECH: 20/02/2001 AC016718

TOTAL GUARANTEES ISSUED -7 300 000.00  
 TOTAL GUARANTEES -7 300 000.00  
 =====

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

CLM1  
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 21

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 228  
LIMA 08



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Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
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1897



Inclusion / Holder

Adresse d'expédition / Mail address

BANCO NUEVO MUNDO  
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 SAN ISIDRO, LIMA 27

**JOSE BARRITO BOGGIANO**  
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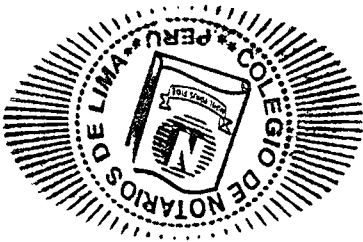
VALUATION AS OF  
 31.12.00

FOLDER NO  
 00116960/001.01

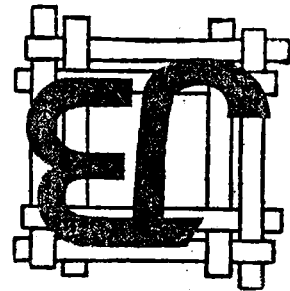
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 USD 1

CUR.	QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
USD	30.57	CURRENT ACCOUNT			30.57	
		TOTAL CURRENT ACCOUNTS			30.57	
		TOTAL CASH POSITIONS			30.57	
		MONEY MARKET				
		-----				
		MONEY MARKET PAPERS				
USD	100 300	PROM. NOTE NMH S.A. (VALUE:P.M.)	100		0.00	688.60
	7.973	& 2000/2001 02-01/1				
		TOTAL MONEY MARKET PAPERS			0.00	688.60
		TOTAL MONEY MARKET			0.00	688.60
		TOTAL DEPOSITS			30.57	688.60

**LEGALIZACION DE FOTOCOPIA**



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GROUP CRG BANKING  
CORPORATION GENEVA

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DES ANTILLES N.V.

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Netherlands Antilles  
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Titulaire / Holder

116950

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SAN ISIDRO, LIMA 27

CLT-M115  
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01

JOSE BARRETO BOGGIANO  
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VALUATION AS OF  
31/12/00

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CURRENCY PAGE  
USD 1

CUR.	QUANTITY	NOMINAL	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
USD	130 000		PROM. NOTE NMH S.A. (VALUE:P.M.)	9.211	100	0.00	
			2000/2000				
			21-12/1				
			MONEY MARKET PAPERS				
			TOTAL MONEY MARKET PAPERS			0.00	
			TOTAL MONEY MARKET			0.00	
			TOTAL DEPOSITS			0.00	
			TOTAL ASSETS			0.00	
			ACRUED INTERESTS			0.00	
			NET VALUATION			0.00	

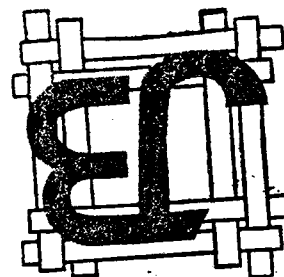
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado





**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
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Titulaire / Holder

NUEVO MUNDO HOLDING S.A.

Adresse d'expédition / Mail address

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 ATTN.: JACQUES LEVY CALVO  
 AV. PASEO DE LA REPUBLICA 3033 SAN ISI  
 LIMA 27

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 17

**JOSE BARRERO BOGGIANO**  
 ABOGADO  
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CURRENCY PAGE  
 USD 1

CUR.	NOMINAL/ QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
		CASH POSITIONS				
		-----				
		MARGIN ACCOUNTS				
USD	182 604.58	BLOCKED ACC.			182 604.58	
		TOTAL MARGIN ACCOUNTS			182 604.58	
		TOTAL CASH POSITIONS			182 604.58	
		-----				
		BANK DEPOSITS				
		-----				
		BANK DEPOSITS				
USD	7 300 000.00	CBA COMPAGNIE BANCAIRE DES ANTILLES		10.8125 %	7 300 000.00	
		10.8125% ECH: 20/02/2001 AC016632				
		TOTAL BANK DEPOSITS			7 300 000.00	
		TOTAL BANK DEPOSITS			7 300 000.00	
		TOTAL DEPOSITS			7 482 604.58	

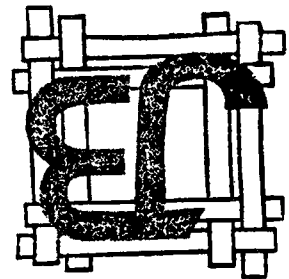
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

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ABOGADO NOTARIO DE LIMA  
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Titulaire / Holder

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CURRENCY PAGE  
 USD 1

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE VALUE	ACRUED INTERESTS
---------------------------	-------------	-------------------	---------------	----------------	---------------------

CASH POSITIONS  
 -----  
 CURRENT ACCOUNTS  
 USD 85.17 CURRENT ACCOUNT 85.17  
 -----  
 TOTAL CURRENT ACCOUNTS 85.17  
 -----  
 TOTAL CASH POSITIONS 85.17  
 =====

MONEY MARKET  
 -----  
 MONEY MARKET PAPERS  
 USD 188 500 PROM. NOTE NMH S.A. (VALUE:P.M.) 100 0.00 3 847.95  
 8.962 % 2000/2001 09-01/1

-----  
 TOTAL MONEY MARKET PAPERS 0.00 3 847.95  
 =====  
 TOTAL MONEY MARKET 0.00 3 847.95  
 =====  
 TOTAL DEPOSITS 85.17 3 847.95  
 =====

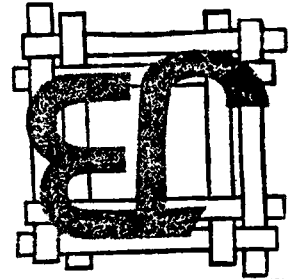
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
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CURRENCY PAGE  
 USD 2

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
---------------------------	-------------	-------------------	---------------	-------	----------------------

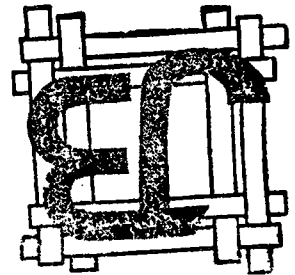
TOTAL ASSETS					
ACCRUED INTERESTS					
NET VALUATION					
				30.57	
				688.60	
				719.17	

**LEGALIZACION DE FOTOCORIA**  
 Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
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JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 228  
LIMA 08





**COMPAGNIE BANCAIRE  
 DES ANTILLES N.V.**

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 Netherlands Antilles  
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116820

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 00116820/001/0/

CURRENCY PAGE  
 USD 1

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
USD	31.27 CURRENT ACCOUNT			31.27	
	CURRENT ACCOUNTS			31.27	
	TOTAL CURRENT ACCOUNTS			31.27	
	TOTAL CASH POSITIONS			31.27	
	MONEY MARKET				
	-----				
	MONEY MARKET PAPERS				
USD	110 000 PROM. NOTE MMH S.A. (VALUE:P.M.)		100	0.00	1 998.80
	8.961 & 2000/2001. 17-01/1				
	TOTAL MONEY MARKET PAPERS			0.00	1 998.80
	TOTAL MONEY MARKET			0.00	1 998.80
	TOTAL DEPOSITS			31.27	1 998.80

**LEGALIZACION DE FOTOCOPIA**

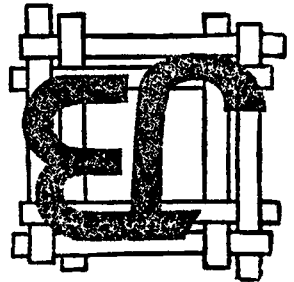
Art. 110 y 111 Ley del Notariado



JOSE BARRETO BOGGIANO  
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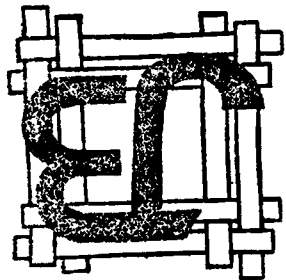
NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
	TOTAL ASSETS			92.97	
	ACCRUED INTERESTS			2 145.35	
	NET VALUATION			2 238.32	
=====					

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
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SAN ISIDRO, LIMA 27

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VALUATION AS OF  
31/12/00

FOLDER NO  
00117040/001/0/

CURRENCY PAGE  
USD 1

NOMINAL/  
CUR. QUANTITY

DESIGNATION

PURCHASE PRICE RATE PRICE

VALUE ACCRUED INTERESTS

MONEY MARKET

MONEY MARKET PAPERS

USD 135 000 PROM. NOTE NMH S.A. (VALUE:P.M.)

100

0.00 2 413.15

9.75 % 2000/2001 24-01/1

TOTAL MONEY MARKET PAPERS

0.00 2 413.15

TOTAL MONEY MARKET

0.00 2 413.15

TOTAL DEPOSITS

0.00 2 413.15

TOTAL ASSETS

2 413.15

ACCRUED INTERESTS

2 413.15

NET VALUATION

2 413.15

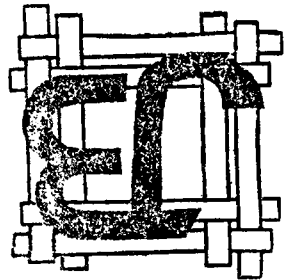
LEGALIZACION DE FOTOCOPIA

Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
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LIMA 08



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*Titulaire / Holder*

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116710

C/O BANCO NUEVO MUNDO  
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 SAN ISIDRO, LIMA 27

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**0981**

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 31/12/88

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 00116710/001/07

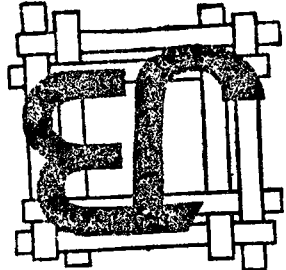
CURRENCY PAGE  
 USD 2

NOMINAL CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
	TOTAL ASSETS			1	0.01
	ACCRUED INTERESTS			1	596.75
	NET VALUATION			1	596.76
=====					

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

**JOSE BARRÉTO BOGGIANO**  
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 Av. El Rosal 256-228 - Lima 06  
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JOSE BARRETO BOGGIANO  
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**COMPAGNIE BANCAIRE  
 DES ANTIILLES N.V.**

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 SAN ISIDRO, LIMA 27

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108

**JOSE BARRÉTO BOGGIANO**  
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 Telf. 358-2323 Telex 358-2322

VALUATION AS OF  
 31/12/00

FOLDER NO  
 00116940/001/0/

CURRENCY PAGE  
 USD 1

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
	MONEY MARKET				
	-----				
	MONEY MARKET PAPERS				
USD	100 000 PROM. NOTE NMH S.A. (VALUE:P.M.)	100		0.00	2 616.75
	9.058 % 2000/2001 19-03/1				
	-----				
	TOTAL MONEY MARKET PAPERS			0.00	2 616.75
	-----				
	TOTAL MONEY MARKET			0.00	2 616.75
	-----				
	TOTAL DEPOSITS			0.00	2 616.75
	-----				
	TOTAL ASSETS			0.00	2 616.75
	ACCRUED INTERESTS				2 616.75
	NET VALUATION				2 616.75
	-----				

**LEGALIZACION DE FOTOCOPIA**

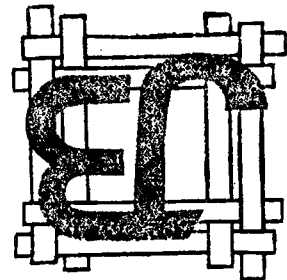
Art. 110 y 111 Ley del Notariado



JOSÉ BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



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Titular / Holder

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BANCO NUEVO MUNDO  
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 SAN ISIDRO, LIMA 27

CLF-

281

**JOSE BARRITO BOGGIANO**  
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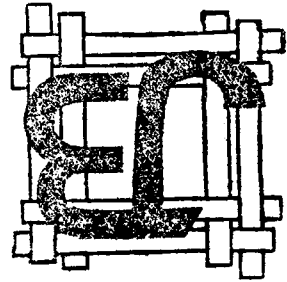
FOLDER NO  
 00116730/001/07

CURRENCY PAGE  
 USD 2

NOMINAL/ QTY. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
	TOTAL ASSETS			-52.41	
	ACCRUED INTERESTS			1 390.35	
	NET VALUATION			1 337.94	

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

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AV. El Rosario 226-228 - Lima 08  
Tel. 358-2323 - Telefax 358-2322



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Adresse d'expédition: Mail address

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 AV. PASEO DE LA REPUBLICA 3033  
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**JOSE BARRETO BOGGIANO**  
 ABOGADO - NOTARIO DE LIMA  
 Av. El Rosal No 226-228 - Lima 08  
 Telf. 358-2823 - Telefax 358-2322

VALUATION AS OF  
 31 12/90

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 00116900/001.0

CURRENCY PAGE  
 USD 2

NOMINAL  
 QTY. QUANTITY

DESIGNATION

PURCHASE  
 PRICE

RATE  
 PRICE

VALUE  
 VALUE

ACCRUED  
 INTERESTS

TOTAL ASSETS  
 ACCRUED INTERESTS  
 NET VALUATION

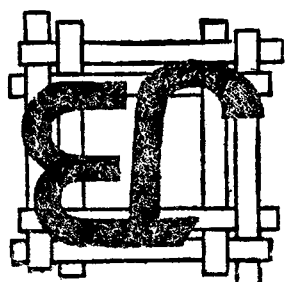
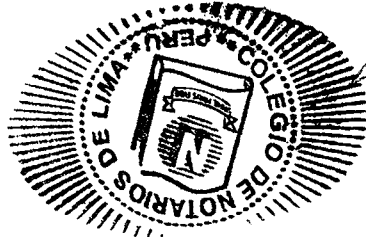
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**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 226  
LIMA 08

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CERTIFICO: Que la copia fotostática  
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Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Teletax 358-2322



**COMPAGNIE BANCAIRE  
 DES ANTILLES N.V.**

P.O. Box 4129  
 Curaçao  
 Netherlands Antilles

Telephone 599 9 7366830  
 Fax 599 9 7366868

*Titulaire / Holder*

*Adresse d'expédition / Mail address*

BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
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 SAN ISIDRO, LIMA 27

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**JOSE BARRERO BOGGIANO**  
 ABOGADO NOTARIO DE LIMA  
 Av. El Rosero 296-228 - Lima 08  
 Telf. 358-5323 - Telefax 358-2322

VALUATION AS OF  
 31/12/00

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CURRENCY PAGE  
 USD 1

**1864**

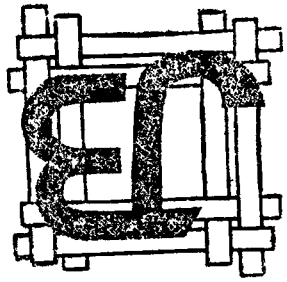
NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
MONEY MARKET					
-----					
MONEY MARKET					
-----					
MONEY MARKET PAPERS					
USD	70 000 PROM. NOTE MMH S.A. (VALUE:P.M.)	100		0.00	1 184.85
	3.951 % 2000/2001 22-01/1				
	TOTAL MONEY MARKET PAPERS			0.00	1 184.85
	TOTAL MONEY MARKET			0.00	1 184.85
	TOTAL DEPOSITS			0.00	1 184.85
	TOTAL ASSETS			0.00	1 184.85
	ACCRUED INTERESTS				1 184.85
	NET VALUATION				1 184.85

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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Lima, 07 JUN. 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





GROUP CBG BANKING CORPORATION GENEVA

COMPAGNIE BANCAIRE DES ANTIILLES N.V.

P.O. Box 1129  
Curacao  
Netherlands Antilles  
Telephone: 599 9 746830  
Fax: 599 9 746868

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Adresse d'expédition / Mail address

BANCO NUEVO MUNDO  
P.O. BOX 10135 - LIMA 100  
AV. PASEO DE LA REPUBLICA 3033  
SAN ISIDRO, LIMA 27

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158671

JOSE BARRITO BUGGIANU  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-928 - Lima 08  
Telf. 3582223 - Telefax 358-2322

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31/12/00

HOLDER NO  
00117400/001/0/

CURRENCY PAGE  
USD 1

CUR.	NOMINAL/ QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
------	----------------------	-------------	-------------------	---------------	-------	----------------------

USD -0.01 CURRENT ACCOUNT

CURRENT ACCOUNTS

-0.01

TOTAL CURRENT ACCOUNTS

-0.01

TOTAL CASH POSITIONS

-0.01

MONEY MARKET

USD 140 000 PROM. NOTE NMH S.A. (VALUE:P.M.) 100

9.213 % 2000/2001 07-02/1

MONEY MARKET PAPERS

0.00

1 934.75

TOTAL MONEY MARKET PAPERS

0.00

1 934.75

TOTAL MONEY MARKET

0.00

1 934.75

TOTAL DEPOSITS

-0.01

1 934.75

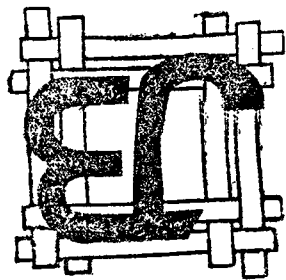
LEGALIZACION DE FOTOCOPIA

Art. 110 y 111 Ley del Notariado



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO SE-LIMA  
AV. EL ROSARIO No. 228  
LIMA 08

*[Handwritten signature]*



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Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322



Titulaire / Holder

Adresse d'expédition / Mail address

BANCO NUEVO MUNDO  
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 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

**JOSE BARETO BOGGIANO**  
 ABOGADO - NOTARIO DE LIMA  
 Av. El Rosal 10226-228 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

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VALUATION AS OF  
 31/12/00

FOLDER NO  
 00116830/001/0/

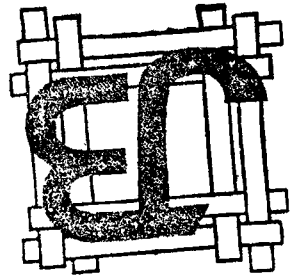
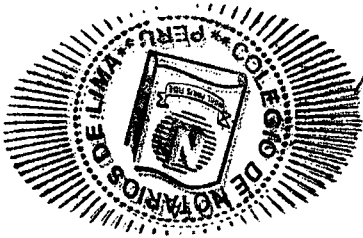
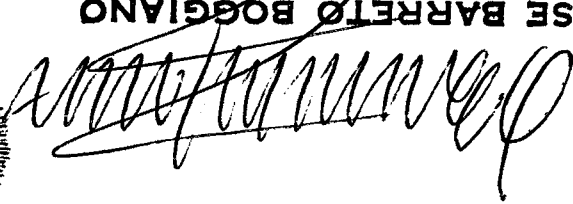
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NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE VALUE	ACCRUED INTERESTS
USD 165 000	PROM. NOTE NMH S.A. (VALUE:P.M.)		100	0.00	
9.74	& 2000/2000				
	MONEY MARKET PAPERS				
	TOTAL MONEY MARKET PAPERS			0.00	
	TOTAL MONEY MARKET			0.00	
	TOTAL DEPOSITS			0.00	
	TOTAL ASSETS			0.00	
	ACCRUED INTERESTS			0.00	
	NET VALUATION			0.00	

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y III Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 226  
LIMA 08



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Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322



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BANCO NUEVO MUNDO

AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA

VALUATION AS OF  
 31/12/00

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 00117050/001/0/

CURRENCY PAGE  
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CUT-TW

79  
 89  
 91

**JOSE BARRITO BUGGIA**  
 ABOGADO NOTARIO DE LIMA  
 Av. El Rosal No 226-228 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE VALUE	ACCRUED INTERESTS
---------------------------	-------------	-------------------	---------------	----------------	----------------------

USD 100 000 PROM. NOTE NMH S.A. (VALUE:P.M.) 100  
 8.961 \$ 2000/2001 01-02/1

0.00 1 443.70

MONEY MARKET PAPERS  
 -----  
 MONEY MARKET  
 -----  
 TOTAL MONEY MARKET PAPERS  
 TOTAL MONEY MARKET

0.00 1 443.70

TOTAL DEPOSITS

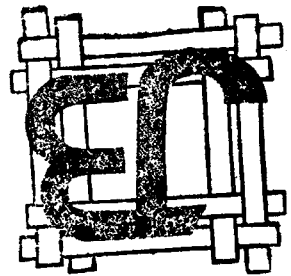
0.00 1 443.70

TOTAL ASSETS  
 ACCRUED INTERESTS  
 NET VALUATION

0.00  
 1 443.70  
 1 443.70

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
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AV. EL ROSARIO N° 228  
LIMA 08



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Lima, 07 JUN. 2001

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 SAN ISIDRO, LIMA 27

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**JOSE BARRETO BOGGIANO**  
 ABOGADO NOTARIO DE LIMA  
 Av. El Rosal 229-228 - Lima 08  
 Telf. 358-2323 Telefax 358-2322

VALUATION AS OF  
 31/12/00

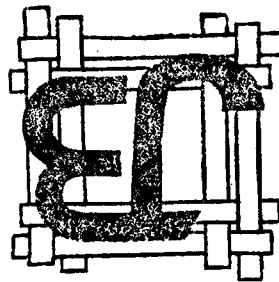
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CURRENCY PAGE  
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NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE VALUÉ	ACCRUED INTERESTS
	MONEY MARKET				
	-----				
	MONEY MARKET PAPERS				
USD 100 000	PROM. NOTE MMH S.A. (VALUE:P.M.)	100		0.00	2 616.75
	9.058 \$ 2000/2001 19-03/1				
	TOTAL MONEY MARKET PAPERS			0.00	2 616.75
	TOTAL MONEY MARKET			0.00	2 616.75
	TOTAL DEPOSITS			0.00	2 616.75
	TOTAL ASSETS			0.00	2 616.75
	ACCRUED INTERESTS				2 616.75
	NET VALUATION				2 616.75

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 228  
LIMA 08

*[Handwritten signature]*



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confronta. - Doy fe.  
Lima, 07 JUN. 2001

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ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

CLT-02

80  
 11

**JOSE BARRITO BOGGIANO**  
 ABOGADO - ~~Notario~~ **NOTARIO DE LIMA**  
 Av. El Rosario 226-228 - Lima 08  
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VALUATION AS OF  
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CURRENCY PAGE  
 USD 2

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
	TOTAL ASSETS			-52.41	
	ACCRUED INTERESTS			1 390.35	
	NET VALUATION			1 337.94	

**LEGALIZACION DE FOTOCOPIA**

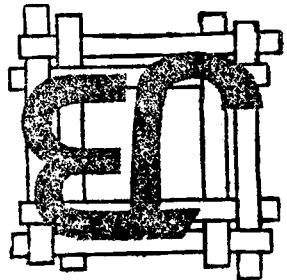
Art. 110 y 111 Ley del Notariado



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Lima, 07 JUN. 2001



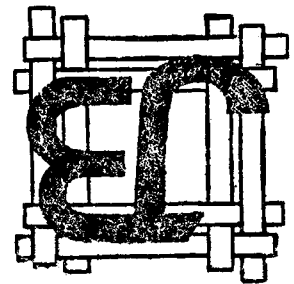
JOSE BARRETO BOGGIANO,  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N° 226  
LIMA 08







JOSE BARRETO BOGGIANO  
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Adresse d'expédition / Mail address

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 SAN ISIDRO, LIMA 27

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**1864**

**JOSE BARRERO BUGGIANU**  
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CURRENCY PAGE  
 USD 1

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
MONEY MARKET					
-----					
MONEY MARKET					
-----					
MONEY MARKET PAPERS					
USD	70 000 PROM. NOTE NMH S.A. (VALUE:P.M.)	100		0.00	1 184.85
	8.961 & 2000/2001				
					22-01/1
TOTAL MONEY MARKET PAPERS					
				0.00	1 184.85
TOTAL MONEY MARKET					
				0.00	1 184.85
TOTAL DEPOSITS					
				0.00	1 184.85
TOTAL ASSETS					
				1 184.85	
ACCRUED INTERESTS					
				1 184.85	
NET VALUATION					
				1 184.85	
=====					

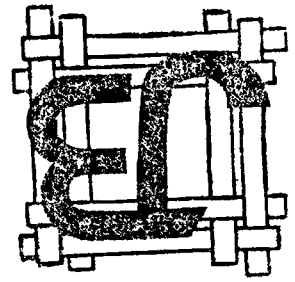
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
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Lima, 07 JUN. 2001



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO Nº. 226  
LIMA 08





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 SAN ISIDRO, LIMA 27

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15  
 89  
 7

**JOSE BARRITO BUGGIANU**  
 ABOGADO - NOTARIO DE LIMA  
 Av. El Rosario 226-328 - Lima 08  
 Telf. 358-2223 - Telefax 358-2322

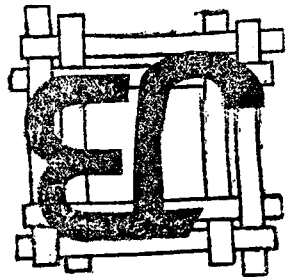
VALUATION AS OF 31/12/00  
 FOLDER NO 00117400/001/07

CURRENCY PAGE  
 USD 1

CUR.	NOMINAL/ QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
USD	-0.01	CURRENT ACCOUNT			-0.01	
		CURRENT ACCOUNTS			-0.01	
		TOTAL CURRENT ACCOUNTS			-0.01	
		TOTAL CASH POSITIONS			-0.01	
		MONEY MARKET				
		MONEY MARKET PAPERS				
USD	140 000	PROM. NOTE MMH S.A. (VALUE:P.M.)		100	0.00	1 934.75
		9.213 % 2000/2001 07-02/1				
		MONEY MARKET PAPERS				
		TOTAL MONEY MARKET PAPERS			0.00	1 934.75
		TOTAL MONEY MARKET			0.00	1 934.75
		TOTAL DEPOSITS			-0.01	1 934.75

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y III Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



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Lima, 07 JUN. 2001

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**JOSE BARRETO BOGGIANO**  
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 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2323 - Teletax 358-2322

VALUATION AS OF  
 31/12/00

FOLDER NO  
 00116830/001/0/

BANCO NUEVO MUNDO  
 P.O. BOX 10135-LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

116830

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CURRENCY PAGE  
 USD 1

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
---------------------------	-------------	-------------------	---------------	-------	----------------------

USD 165 000 PROM. NOTE NMH S.A. (VALUE:P.M.) 100  
 9.74 & 2000/2000 26-12/1 0.00

MONEY MARKET PAPERS  
 TOTAL MONEY MARKET PAPERS  
 TOTAL MONEY MARKET

TOTAL DEPOSITS  
 TOTAL ASSETS  
 ACCRUED INTERESTS  
 NET VALUATION

=====

0.00  
 =====

0.00  
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0.00  
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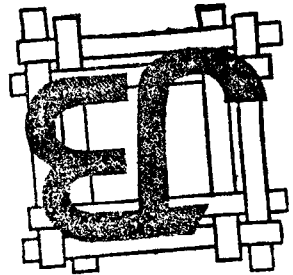
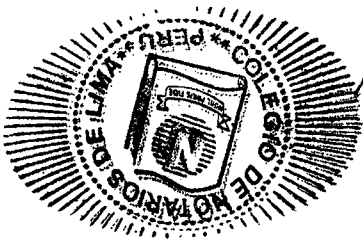
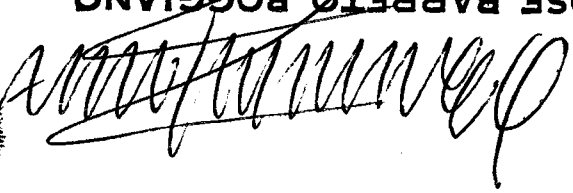
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**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

59  
 69  
 77



JOSE BARETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



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confronté.- Doy fe.  
Lima, 07 JUN. 2001

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AV. EL ROSARIO 226-228 - Lima 08  
Tel. 358-2323 - Telefax 358-2322

Titulaire / Holder

117050

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BANCO NUEVO MUNDO

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 SAN ISIDRO, LIMA

CUR-TM

1981

VALUATION AS OF  
 31/12/00

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 00117050/001/0/

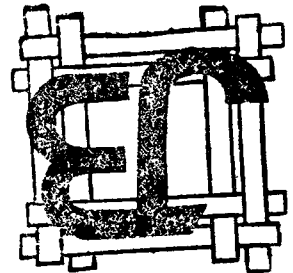
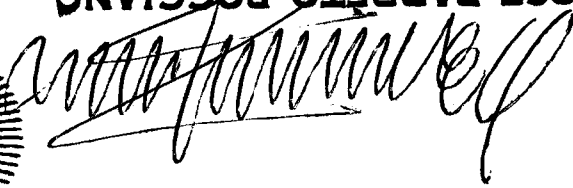
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NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE	ACCRUED INTERESTS
MONEY MARKET					
-----					
MONEY MARKET PAPERS					
USD	100 000 PROM. NOTE NMH S.A. (VALUE:P.M.)		100	0.00	1 443.70
	8.961 \$ 2000/2001				
					01-02/1
-----					
	TOTAL MONEY MARKET PAPERS			0.00	1 443.70
-----					
	TOTAL MONEY MARKET			0.00	1 443.70
-----					
	TOTAL DEPOSITS			0.00	1 443.70
-----					
	TOTAL ASSETS			0.00	1 443.70
-----					
	ACCRUED INTERESTS			0.00	1 443.70
-----					
	NET VALUATION			0.00	1 443.70
=====					

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
 ABOGADO NOTARIO DE LIMA  
 Av. El Rosal No 226-228 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe.  
Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322



Titulaire / Holder

Adresse d'expédition / Mail address

BANCO NUEVO MUNDO  
 P.O. BOX 10135 - LIMA 100  
 AV. PASEO DE LA REPUBLICA 3033  
 SAN ISIDRO, LIMA 27

C/T-M1

08  
 09  
 08

**JOSE BARRETO BOGGIANO**  
 ABOGADO NOTARIO DE LIMA  
 Av. El Rosario 226-228 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

VALUATION AS OF  
 31.12.00

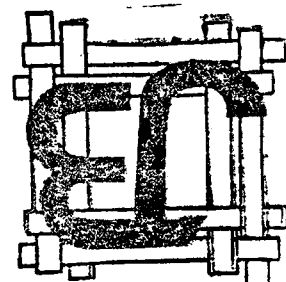
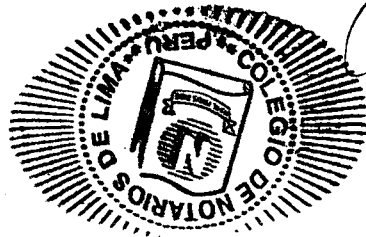
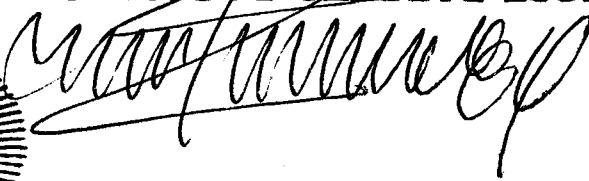
FOLDER NO  
 00117010/00107

CURRENCY PAGE  
 USD 1

NOMINAL/ CUR. QUANTITY	DESIGNATION	PURCHASE PRICE	RATE PRICE	VALUE VALUE	ACCRUED INTERESTS
	MONEY MARKET				
	-----				
	MONEY MARKET PAPERS				
USD 101 800	PRCM. NOTE MMH S.A. (VALUE:P.M.)	100		0.00	2 001.85
	3.961 8 2000/2001 11-01/1				
	TOTAL MONEY MARKET PAPERS			0.00	2 001.85
	TOTAL MONEY MARKET			0.00	2 001.85
	TOTAL DEPOSITS			0.00	2 001.85
	TOTAL ASSETS			0.00	2 001.85
	ACCRUED INTERESTS				2 001.85
	NET VALUATION				2 001.85
	=====				=====

**LEGALIZACION DE FOTOCOPIA**  
 Art. 110 y III Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
controto. - Doy fe.  
Lima, 07 JUN. 2001

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

## **ANEXO 33**

FAXES ENVIADOS POR NUEVO MUNDO HOLDING AL  
SAFRA NATIONALBANK, INSTRUYENDO LA COMPRA DE  
PROMISSORY NOTES DE LOS CLIENTES, LOS CUALES  
SE IDENTIFICAN CON CODIGOS CIFRADOS.  
ASIMISMO, INSTRUCCIONES VIA SWIFT QUE SUSTENTAN LAS  
TRANSFERENCIAS AL EXTERIOR A TRAVES DEL  
BANCO NUEVO MUNDO SA

**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 17002260

FAX No. : (786) 777-6099

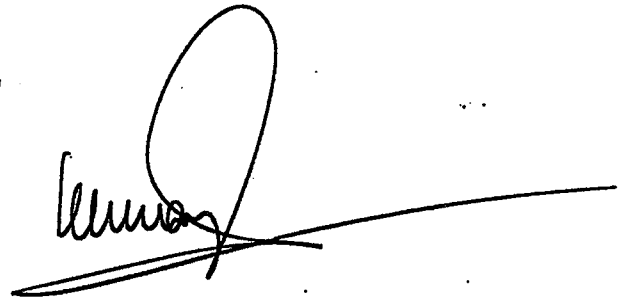
FECHA/DATE: Noviembre 27, 2000

SI NO RECIBE BIEN ESTE FAX, SÍRVASE CONTACTARSE CON EL SIGUIENTE  
TELEFONO (511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523

**FAX MESSAGE:**

Mediante el presente fax solicitamos a ustedes se sirvan anular la solicitud del  
adeudado bajo la referencia # 17002260 por US\$104,400.00, con fecha valor  
29 de noviembre del 2000.

Atentamente,



353

1871

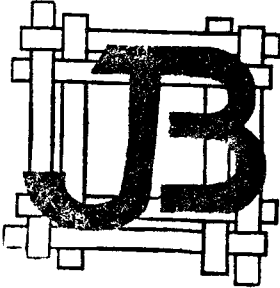
5094

**LEGALIZACION DE FOTOCOPIA**

Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2327

CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté. - Doy fe. \_\_\_\_\_  
Lima, 12 1 MAYO 2001



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano'.

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO ELSA HUARCAYA

FAX No. : (786) 777 6099

REF. : 17002260

FECHA/DATE: NOVIEMBRE 23, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL  
SIGUIENTE TELEFONO (511) 442-4523**

**(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT  
THE FOLLOWING TELEPHONE NUMBER (511) 442-4523**

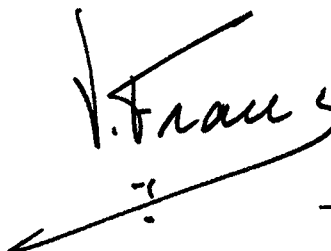
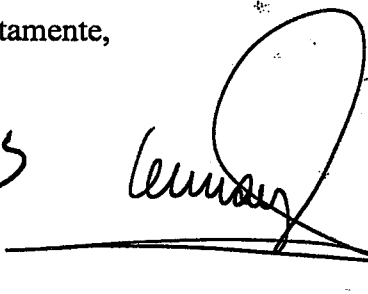
**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD104,400.00  
PLAZO : 90 días  
FECHA VALOR : Noviembre 29, 2000  
VENCIMIENTO : Febrero 27, 2001  
TASA : 9.179 PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No.17000004 que mantenemos en vuestra Institución.

Atentamente,

  354

**LEGALIZACION DE FOTOCOPIA**

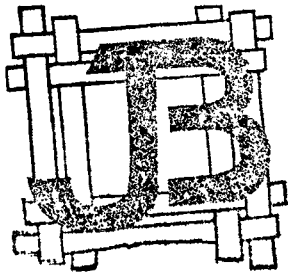
Art. 110 y 111 Ley del Notariado

5695

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOGRAFICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====**

**LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO / ELSA HUARCAYA


REF. : 17002260

FAX No. : (786) 777-6099


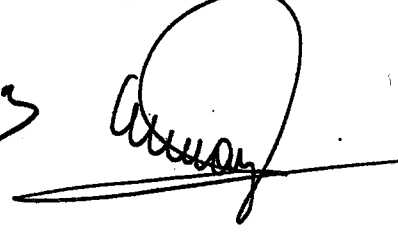
FECHA/DATE: Noviembre 23, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE  
TELEFONO (511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523

**FAX MESSAGE:**

 Con fecha valor 29 de noviembre, sírvanse cargar de nuestra cuenta No.17000004 que mantenemos en vuestra Institución el importe de USD104,442.94 correspondiente a la cancelación del adeudado de la referencia (ADE - 2022).

Atentamente,

1873<sup>355</sup>

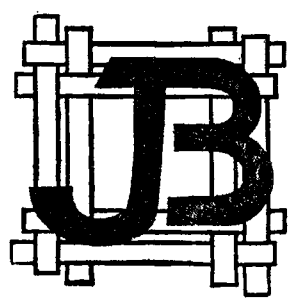
5696

**LEGALIZACION DE FOTOCOPIA**

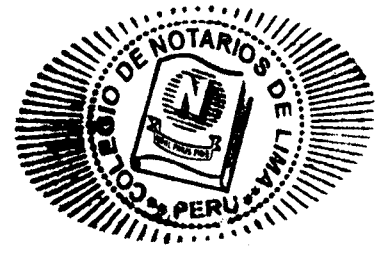
Edificio Plaza Bancomer, Calle 50, Panamá, República de Panamá.  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



*[Handwritten signature]*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



111

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Lima, November 29, 2000

USD104,400.00 (One hundred four thousand four hundred and 00/100 dollars)

VALUE DATE: November 29, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **SAFRA NATIONAL BANK OF NEW YORK**, the principal sum of **USD104,400.00** (One hundred four thousand four hundred and 00/100 US Dollars) plus interest, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature on **February 27, 2001**, at **SAFRA NATIONAL BANK OF NEW YORK**, 801 Brickell Avenue, Suite 2300, Miami, Florida 33131.

This Promissory Note shall pay interest at the rate of **9.179%** annual for the period since **November 29, 2000** to **February 27, 2001** (90 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

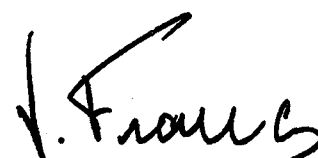
This Promissory Note shall exclusively be governed by the laws of the State of Florida. Place of performance and place of execution proceedings shall be Florida and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Florida.

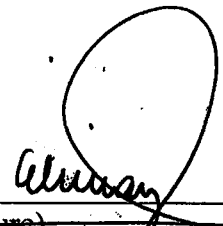
This Promissory Note shall be held under the custody and control of **SAFRA NATIONAL BANK OF NEW YORK**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

ELSA HUARCAYA  
(Name)

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

356  
1874

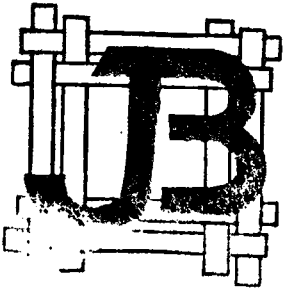
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

5697

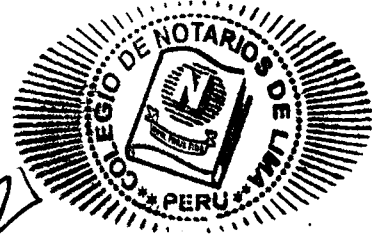
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226 LIMA 08  
Tel. 527.1111

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe.

Lima, 21 MAYO 2001



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



FIRST UNION NATIONAL BANK, PHILADELPHIA  
PHILADELPHIA, PA  
US

20: transaction reference no.  
TT39392  
32A: value date, currency and amount  
Date : 02 June 2000  
Currency : USD (US DOLLAR)  
Amount : #100,000.00#  
50: ordering customer  
GONZALO TAMAYO ZAMORA  
LIMA- PERU  
57D: account with institution - address  
//FW0026003023  
SAFRA NATIONAL BANK  
OF NEW YORK  
59: beneficiary customer  
/17002260  
PEDRO TAMAYO ZAMORA  
71A: details of charges  
OUR  
72: sender to receiver information  
/ACC/ ATTN MIAMI BRANCH

STANDARD CHARTERED BANK  
NEW YORK, NY  
US

20: transaction reference no.  
TT39391  
32A: value date, currency and amount  
Date : 02 June 2000  
Currency : USD (US DOLLAR)  
Amount : #83,000.00#  
50: ordering customer  
ERIC SEINFELD  
LIMA- PERU  
56D: intermediary - name/address  
//FW026007993  
UBS AG  
NEW YORK  
57D: account with institution - address  
/101WA388904010  
EFG PRIVATE BANK S.A  
SWITZERLAND  
59: beneficiary customer  
/588456  
ERIC SEINFELD  
71A: details of charges  
OUR

354

1875

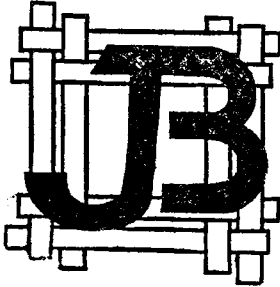
**LEGALIZACION DE FOTOCOPIA**


Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO ELSA HUARCAÑA

FAX N<sup>o</sup>. : (786) 777 6099

ADE-2029

REF. : 17002236

FECHA/DATE: NOVIEMBRE 16, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523**

**(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE NUMBER (511) 442-4523**

**FAX MESSAGE:**

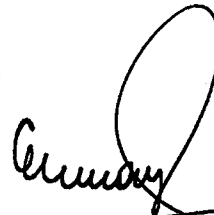
Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD106,700.00  
PLAZO : 92 días  
FECHA VALOR : Noviembre 22, 2000  
VENCIMIENTO : Febrero 22, 2001  
TASA : 9.088 PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No.17000004 que mantenemos en vuestra Institución.

Atentamente,





1876

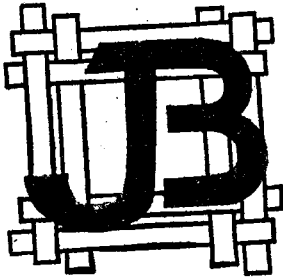
5698

**LEGALIZACION DE FOTOCOPIA**

Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 17002236

FAX No. : (786) 777-6099

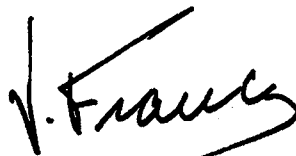
FECHA/DATE: Noviembre 16, 2000

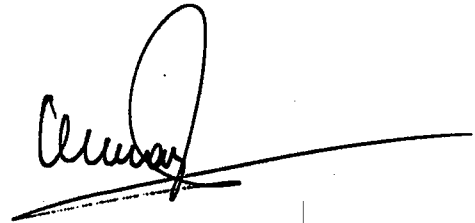
SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE  
TELEFONO (511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523

**FAX MESSAGE:**

Con fecha valor 22 de noviembre, sírvanse cargar de nuestra cuenta No.17000004 que mantenemos en vuestra Institución el importe de USD106,875.81 correspondiente a la cancelación del adeudado de la referencia (ADE - 2021).

Atentamente,

  
V. Franco

  
Elsa Huarcaya

1877

358

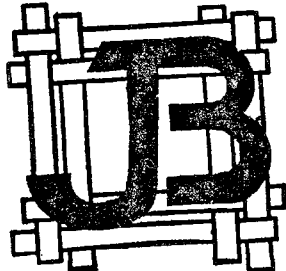
5699

**LEGALIZACION DE FOTOCOPIA**

Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2322 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rps 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

# Nuevo Mundo PROMISSORY NOTE

Lima, November 22, 2000

**USD106,700.00** (One hundred six thousand seven hundred and 00/100 dollars)

**VALUE DATE:** November 22, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **SAFRA NATIONAL BANK OF NEW YORK**, the principal sum of **USD106,700.00** (One hundred six thousand seven hundred and 00/100 US Dollars) plus interest, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature on **February 22, 2001**, at **SAFRA NATIONAL BANK OF NEW YORK, 801 Brickell Anenue, Suite 2300, Miami Florida 33131**.

This Promissory Note shall pay interest at the rate of **9.088%** annual for the period since **November 22, 2000** to **February 22, 2001** (92 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by the laws of the State of Florida. Place of performance and place of execution proceedings shall be Florida and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Florida.

This Promissory Note shall be held under the custody and control of **SAFRA NATIONAL BANK OF NEW YORK**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

(Signature)

ELSA HUARCAYA  
(Name)

(Signature)

*Vitaly Franco*

*Elsa Huarcaya*  
360  
1878

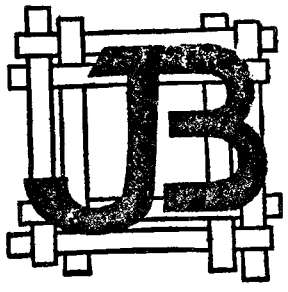
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

5700

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



FIRST UNION NATIONAL BANK, PHILADELPHIA  
PHILADELPHIA,PA  
US

20: transaction reference no.  
TT39192  
32A: value date,currency and amount  
Date : 26 May 2000  
Currency : USD (US DOLLAR)  
Amount : #277,000.00#  
50: ordering customer  
SONIA FLINT  
LIMA- PERU  
56D: intermediary - name/address  
//FW026007993  
UBS AG  
NEW YORK  
57D: account with institution - address  
/101WA388904010  
EFG PRIVATE BANK S.A  
SWITZERLAND  
59: beneficiary customer  
/588454  
SONIA FLINT  
71A: details of charges  
OUR  
72: sender to receiver information  
/ACC/PAYY IN FULL

FIRST UNION NATIONAL BANK, PHILADELPHIA  
PHILADELPHIA,PA  
US

20: transaction reference no.  
TT39185  
32A: value date,currency and amount  
Date : 26 May 2000  
Currency : USD (US DOLLAR)  
Amount : #102,366.09#  
50: ordering customer  
EDUARDO DE LAS CASAS  
LIMA- PERU  
57D: account with institution - address  
//FW026003023  
SAFRA NATIONAL BANK  
OF NEW YORK  
59: beneficiary customer  
/17002236  
EDUARDO DE LAS CASAS  
71A: details of charges  
OUR  
72: sender to receiver information  
/ACC/MIAMI BRANCH  
//PAY IN FULL

**LEGALIZACION DE FOTOCOPIA**

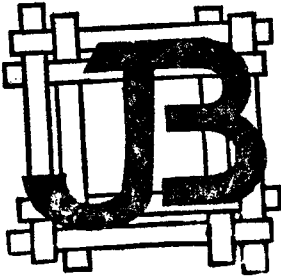
Art. 110 y 111 Ley del Notariado

1879

361

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano'.

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

FAX No. : (786) 777 6099

REF. : 17002112 - ADE 2018

FECHA/DATE: NOVIEMBRE 16, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523**

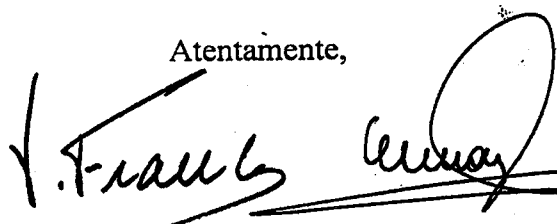
**(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE NUMBER (511) 442-4523**

**FAX MESSAGE:**

Mucho agradeceremos se sirvan renovar el adeudado de la referencia bajo las siguientes condiciones:

IMPORTE : USD265,000.00  
PLAZO : 92 días  
FECHA VALOR : Noviembre 20, 2000  
VENCIMIENTO : Febrero 20, 2001  
TASA : 9.556 PCT

Atentamente,



1880

5718

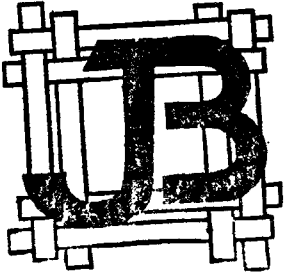
**LEGALIZACION DE FOTOCOPIA**

Edificio Plaza Bancaria 10 y Calle 50, Panamá, República de Panamá.

362

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 17002112

FAX No. : (786) 777-6099

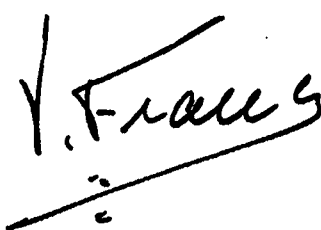
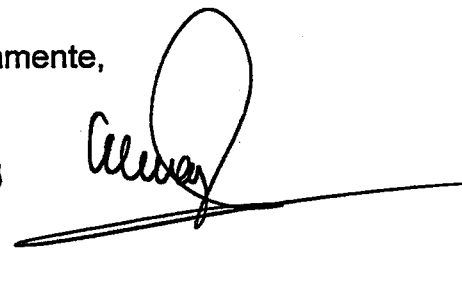
FECHA/DATE: Noviembre 16, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE  
TELEFONO (511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523

**FAX MESSAGE:**

Con fecha valor 20 de noviembre, sírvanse cargar de nuestra cuenta No.17000004 que mantenemos en vuestra Institución el importe de USD6,329.53, correspondiente a los intereses del adeudado de la referencia (ADE - 2018).

Atentamente,

1881

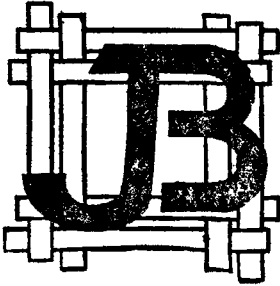
5719

**LEGALIZACION DE FOTOCOPIA**  
Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado

363

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



1121

**PROMISSORY NOTE**

Lima, November 20, 2000

USD265,000.00 (Two hundred sixty five thousand and 00/100 dollars)

VALUE DATE: November 20, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **SAFRA NATIONAL<sup>9</sup> BANK OF NEW YORK**, the principal sum of **USD265,000.00** (Two hundred sixty five thousand and 00/100 US Dollars) plus interest, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature on **February 20, 2001**, at **SAFRA NATIONAL BANK OF NEW YORK**, 801 Brickell Anenue, Suite 2300, Miami, Florida 33131.

This Promissory Note shall pay interest at the rate of **9.556%** annual for the period since **November 20, 2000** to **February 20, 2001** (92 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by the laws of the State of Florida. Place of performance and place of execution proceedings shall be Florida and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Florida.

This Promissory Note shall be held under the custody and control of **SAFRA NATIONAL BANK OF NEW YORK**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

ELSA HUARCAYA  
(Name)

V. Franco  
(Signature)

ELSA  
(Signature)

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

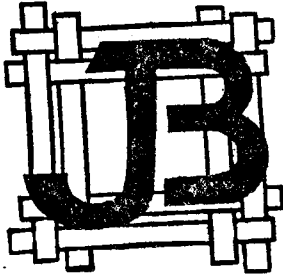
1882

364

5720

**JOSE BARRETO BOGGIANO**  
**ABOGADO - NOTARIO DE LIMA**  
**Av. El Rosario 226-228 - Lima 08**  
**Telf. 358-2323 - Telefax 358-2322**

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL**  
**DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====**  
**LIMA, 21 DE MAYO DEL 2001. =====**



*[Handwritten signature]*  
**JOSE BARRETO BOGGIANO**  
**ABOGADO NOTARIO DE LIMA**  
**AV. EL ROSARIO No. 226**  
**LIMA 08**



FIRST UNION NATIONAL BANK, PHILADELPHIA  
PHILADELPHIA, PA  
US

20: transaction reference no.  
TT39118  
32A: value date, currency and amount  
Date : 24 May 2000  
Currency : USD (US DOLLAR)  
Amount : #350,000.00#  
50: ordering customer  
GERALD COOKLIN ZIMMERMAN  
LIMA - PERU  
57D: account with institution - address  
/FW026003023  
SAFRA NATIONAL BANK  
OF NEW YORK  
59: beneficiary customer  
/17002112  
GERALD COOKLIN  
72: sender to receiver information  
/ACC/ ATTN MIAMI BRANCH

FIRST UNION NATIONAL BANK, PHILADELPHIA  
PHILADELPHIA, PA  
US

20: transaction reference no.  
TT39058  
32A: value date, currency and amount  
Date : 23 May 2000  
Currency : USD (US DOLLAR)  
Amount : #10,612.00#  
50: ordering customer  
DAVID LEVY F.  
LIMA - PERU  
56D: intermediary - name/address  
/FW026007993  
UBS AG  
NEW YORK  
57D: account with institution - address  
/101WA388904010  
EFG PRIVATE BANK S.A  
SWITZERLAND  
59: beneficiary customer  
/588165  
ALBERTO LEVY  
71A: details of charges  
OUR

1883

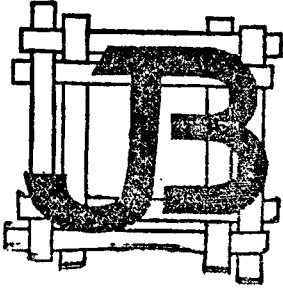
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

365

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08







**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

FAX No. : (786) 777 6099

REF. : 17002090 - ADE 2008

FECHA/DATE: NOVIEMBRE 16, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL  
SIGUIENTE TELEFONO (511) 442-4523**

**(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT  
THE FOLLOWING TELEPHONE NUMBER (511) 442-4523**

**FAX MESSAGE:**

Mucho agradeceremos se sirvan renovar el adeudado de la referencia bajo las siguientes condiciones:

IMPORTE	:	USD132,500.00
PLAZO	:	92 días
FECHA VALOR	:	Noviembre 21, 2000
VENCIMIENTO	:	Febrero 21, 2001
TASA	:	9.556 PCT

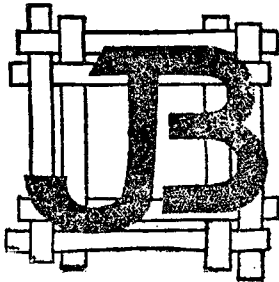
Atentamente,

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

366 1884  
5715

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

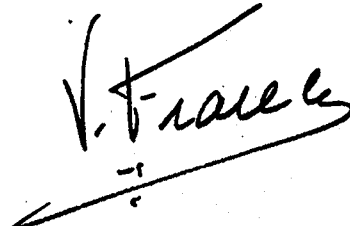
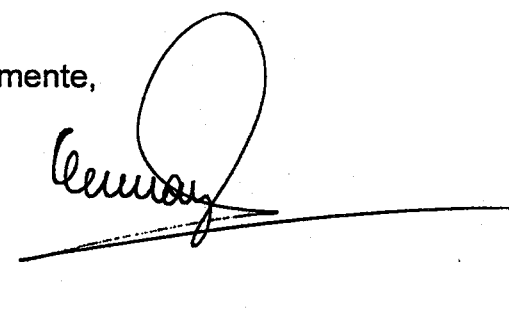
PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY  
DE/FROM : VITALY FRANCO / ELSA HUARCAYA  
REF. : 17002090  
FAX No. : (786) 777-6099  
FECHA/DATE: Noviembre 16, 2000

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523

**FAX MESSAGE:**

Con fecha valor 21 de noviembre, sírvanse cargar de nuestra cuenta No.17000004 que mantenemos en vuestra Institución el importe de USD3,235.77, correspondiente a los intereses del adeudado de la referencia (ADE - 2008).

Atentamente,

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

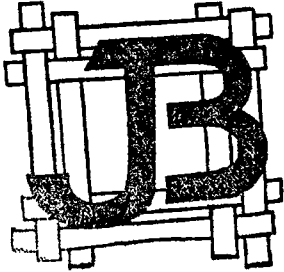
1885

367

5716

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



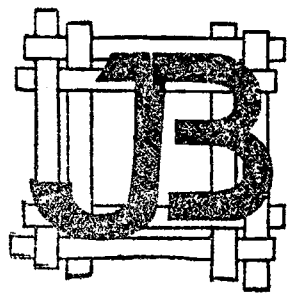
*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

5224

FIRST UNION NATIONAL BANK, PHILADELPHIA  
PHILADELPHIA, PA  
US

20: transaction reference no.  
TT39043  
32A: value date, currency and amount  
Date : 22 May 2000  
Currency : USD (US DOLLAR)  
Amount : #132,500.03#  
50: ordering customer  
JOAQUIN CARNEIRO  
LIMA - PERU  
57D: account with institution - address  
//FW026003023  
SAFRA NATIONAL BANK  
OF NEW YORK  
59: beneficiary customer  
/17002090  
JOAQUIN CARNEIRO  
71A: details of charges  
OUR  
72: sender to receiver information  
/ACC/ ATTN MIAMI BRANCH

STANDARD CHARTERED BANK  
NEW YORK, NY  
US

20: transaction reference no.  
TT39038  
32A: value date, currency and amount  
Date : 22 May 2000  
Currency : USD (US DOLLAR)  
Amount : #20,000.00#  
50: ordering customer  
ELBA ROSAS DE AGUSTI  
LIMA - PERU  
56D: intermediary - name/address  
//FW026007993  
UBS AG  
NEW YORK  
57D: account with institution - address  
/101WA388904010  
EFG PRIVATE BANK S.A  
SWITZERLAND  
59: beneficiary customer  
/588197  
ELBA ROSAS  
71A: details of charges  
OUR

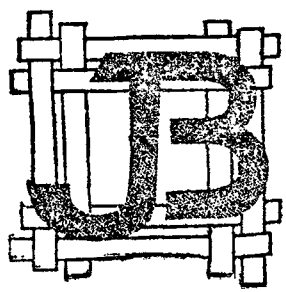
369

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

FAX No. : (786) 777 6099

*AIDE-2017*

REF. : 17001191

FECHA/DATE: NOVIEMBRE 07, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523**

**(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE NUMBER (511) 442-4523**

**FAX MESSAGE:**

Mucho agradeceremos se sirvan renovar el adeudado de la referencia bajo las siguientes condiciones:

IMPORTE	:	USD205,000.00
PLAZO	:	90 días
FECHA VALOR	:	Noviembre 08, 2000
VENCIMIENTO	:	Febrero 06, 2001
TASA	:	9.32 PCT

Atentamente,

*V. Franco*  
*Elsa Huarcaya*

*370*

**1888**

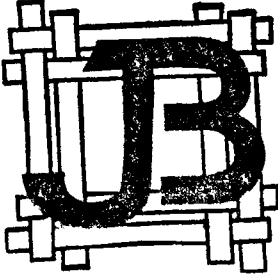
**5721**

**LEGALIZACION DE FOTOCOPIA**

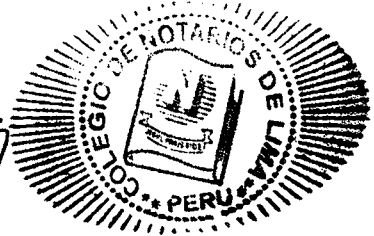
Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosal 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

STANDARD CHARTERED BANK  
NEW YORK, NY  
US

20: transaction reference no.  
TT38829  
32A: value date, currency and amount  
Date : 12 May 2000  
Currency : USD (US DOLLAR)  
Amount : #25,000.00#  
50: ordering customer  
ABRAHAM LEVY  
LIMA - PERU  
56D: intermediary - name/address  
//FW026007993  
UBS AG  
NEW YORK  
57D: account with institution - address  
//FW101WA388904010  
EFG PRIVATE BANK S.A  
SWITZERLAND  
59: beneficiary customer  
/588169  
ABRAHAM LEVY  
71A: details of charges  
OUR

FIRST UNION NATIONAL BANK. PHILADELPHIA



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY  
DE/FROM : VITALY FRANCO / ELSA HUARCAYA  
REF. : 17001191  
FAX No. : (786) 777-6099  
FECHA/DATE: Noviembre 07, 2000

1889

SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE  
TELEFONO (511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523

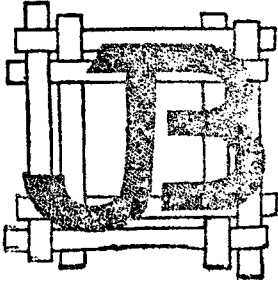
**LEGALIZACION DE FOTOCOPIA**

FAX MESSAGE:

Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





**Nuevo Mundo** PROMISSORY NOTE

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2223 - Telefax 358-2322

Lima, November 08, 2000

USD205,000.00 (Two hundred five thousand and 00/100 dollars)

VALUE DATE: November 08, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **SAFRA NATIONAL BANK OF NEW YORK**, the principal sum of **USD205,000.00** (Two hundred five thousand and 00/100 US Dollars) plus interest, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature on **February 06, 2001**, at **SAFRA NATIONAL BANK OF NEW YORK**, 801 Brickell Avenue, Suite 2300, Miami, Florida 33131.

This Promissory Note shall pay interest at the rate of **9.320%** annual for the period since **November 08, 2000** to **February 06, 2001** (90 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by the laws of the State of Florida. Place of performance and place of execution proceedings shall be Florida and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Florida.

This Promissory Note shall be held under the custody and control of **SAFRA NATIONAL BANK OF NEW YORK**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

ELSA HUARCAYA  
(Name)

(Signature)

(Signature)

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

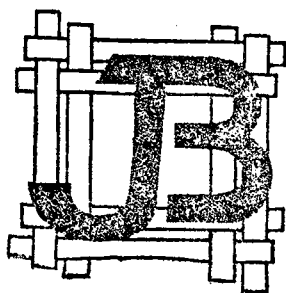
1890

372

5723

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written over a horizontal line.



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO / ARTURO NAQUIRA

FAX No. : (786) 777 6099

REF. : 17001175 - ADE 2027

FECHA/DATE: OCTUBRE 27, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523**

**(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE NUMBER (511) 442-4523**

**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD100,000.00  
PLAZO : 360 días  
FECHA VALOR : Octubre 27, 2000  
VENCIMIENTO : Octubre 22, 2001  
TASA : 9.375 PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No.17000004 que mantenemos en vuestra Institución.

Atentamente,

*V. Franco* *Arturo Naquirá*

1891

373

5711

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

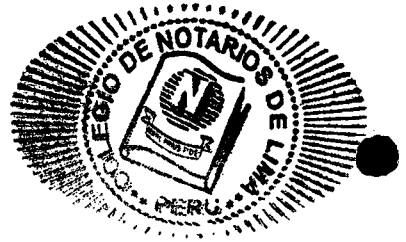
**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática  
del **ANVERSO** es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe.

Lima, 21 MAYO 2001



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08







# Holding Nuevo Mundo PROMISSORY NOTE

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosal 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Lima, October 27, 2000

USD100,000.00 (One hundred thousand and 00/100 dollars)

VALUE DATE: October 27, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **SAFRA NATIONAL BANK OF NEW YORK**, the principal sum of USD100,000.00 (One hundred thousand and 00/100 US Dollars) plus interest, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature on **October 22, 2001**, at **SAFRA NATIONAL BANK OF NEW YORK**, 801 Brickell Anenue, Suite 2300, Miami, Florida 33131.

This Promissory Note shall pay interest at the rate of **9.375%** annual for the period since **October 27, 2000 to October 22, 2001** (360 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

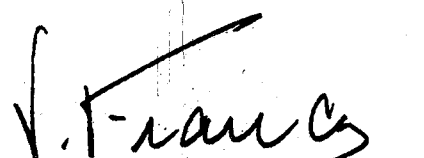
This Promissory Note shall exclusively be governed by the laws of the State of Florida. Place of performance and place of execution proceedings shall be Florida and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Florida.

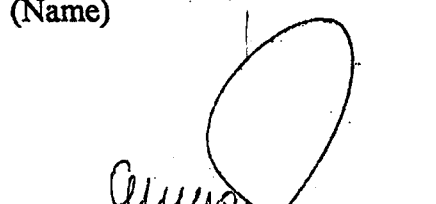
This Promissory Note shall be held under the custody and control of **SAFRA NATIONAL BANK OF NEW YORK**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

ELSA HUARCAYA  
(Name)

  
(Signature)

  
(Signature)

1892

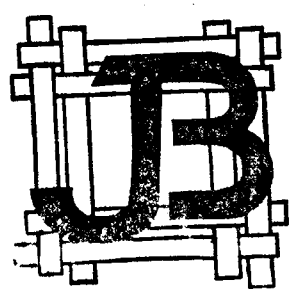
5712

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

374

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**JOSE BARRERO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 • Telefax 358-2323

CITIBANK N.A.  
NEW YORK,NY  
US

20: transaction reference no.  
TT43113  
32A: value date,currency and amount  
Date : 31 October 2000  
Currency : USD (US DOLLAR)  
Amount : #100,000.00#  
50: ordering customer  
NUEVO MUNDO HOLDING S.A  
LIMA- PERU  
56D: intermediary - name/address  
/36118975  
CBG COMPAGNIE BANCAIRE GENEVE  
57D: account with institution - address  
CBA COMPAGNIE BANCAIRE DES ANTILLES  
N.V  
59: beneficiary customer  
/809770  
CONC. 119200

CITIBANK N.A.  
NEW YORK,NY  
US

20: transaction reference no.  
TT43041  
32A: value date,currency and amount  
Date : 27 October 2000  
Currency : USD (US DOLLAR)  
Amount : #100,000.00#  
50: ordering customer  
ROBERTO ARAMBURU RAYGADA  
LIMA- PERU  
57D: account with institution - address  
//FW026003023  
SAFRA NATIONAL BANK  
OF NEW YORK  
59: beneficiary customer  
/17001175

Fuente: Mensajes Swift

1893

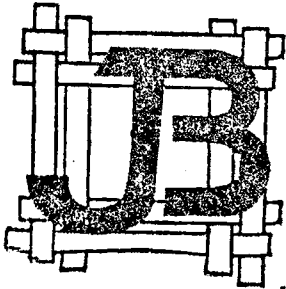
8

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

375

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO ELSA HUARCAYA

FAX No. : (786) 777 6099

ADE-2028

REF. : 17001159

FECHA/DATE: OCTUBRE 30, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL  
SIGUIENTE TELEFONO (511) 442-4523**

**(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT  
THE FOLLOWING TELEPHONE NUMBER (511) 442-4523**

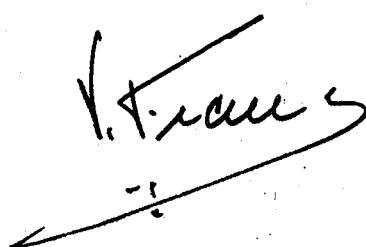
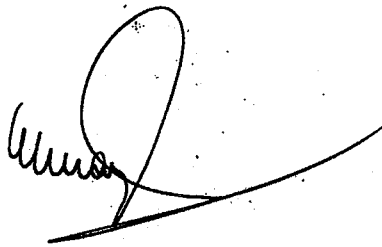
**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD124,000.00  
PLAZO : 90 días  
FECHA VALOR : Noviembre 02, 2000  
VENCIMIENTO : Enero 31, 2001  
TASA : 9.086 PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 17000004 que mantenemos en vuestra Institución.

Atentamente,

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

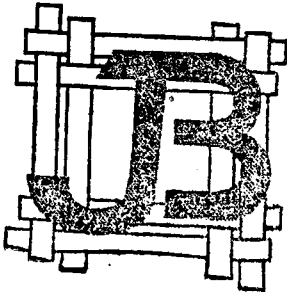
1894

5724

376

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE, - =====  
LIMA, 21 DE MAYO DEL 2001. - =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 17001159

FAX No. : (786) 777-6099

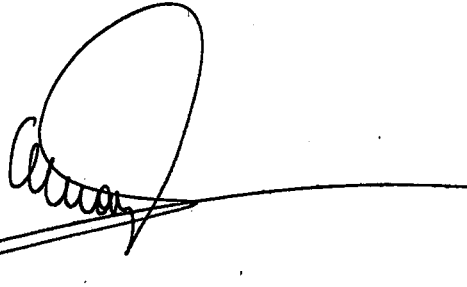
FECHA/DATE: Octubre 30, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE  
TELEFONO (511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Con fecha valor 02 de noviembre, sírvanse cargar de nuestra cuenta No.17000004 que mantenemos en vuestra Institución el importe de USD124,833.44 correspondiente a la cancelación del adeudado de la referencia (ADE - 2015).

Atentamente,

*V. Franco* 

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

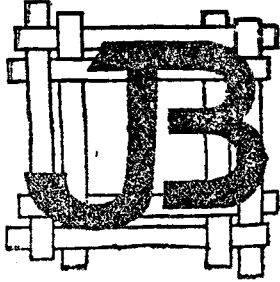
1895

5725

377

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano'.



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





# Holding Nuevo Mundo PROMISSORY NOTE

**JOSE BARRETO BOGGIANCO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Lima, November 02, 2000

USD124,000.00 (One hundred twenty four thousand and 00/100 dollars)

VALUE DATE: November 02, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Peru, hereby unconditionally and irrevocably promises to pay to the order of **SAFRA NATIONAL BANK OF NEW YORK**, the principal sum of USD124,000.00 (One hundred twenty four thousand and 00/100 US Dollars) plus interest, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature on **January 31, 2001**, at **SAFRA NATIONAL BANK OF NEW YORK**, 801 Brickell Avenue, Suite 2300, Miami, Florida 33131.

This Promissory Note shall pay interest at the rate of **9.086%** annual for the period since **November 02, 2000** to **January 31, 2001** (90 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

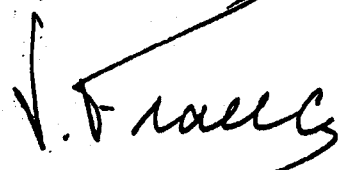
This Promissory Note shall exclusively be governed by the laws of the State of Florida. Place of performance and place of execution proceedings shall be Florida and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Florida.

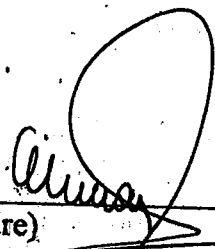
This Promissory Note shall be held under the custody and control of **SAFRA NATIONAL BANK OF NEW YORK**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

ELSA HUARCAYA  
(Name)

  
(Signature)

  
(Signature)

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

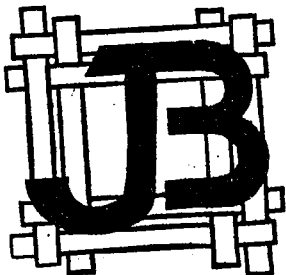
1896

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5726

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



FIRST UNION NATIONAL BANK, PHILADELPHIA  
PHILADELPHIA, PA  
US

20: transaction reference no.  
TT38560

32A: value date, currency and amount  
Date : 04 May 2000  
Currency : USD (US DOLLAR)  
Amount : #20,000.00#

50: ordering customer  
GERARDO SILBERMANN BERGER  
LIMA - PERU

57D: account with institution - address  
//FW266086554  
CITIBANK F.S.B  
50 396 CORAL GABLES  
FLORIDA 33134  
U.S.A

59: beneficiary customer  
/310069518  
MARIA ALVAREZ REY  
ANGEL RAMON REY

FIRST UNION NATIONAL BANK, PHILADELPHIA  
PHILADELPHIA, PA  
US

20: transaction reference no.  
TT38559

32A: value date, currency and amount  
Date : 03 May 2000  
Currency : USD (US DOLLAR)  
Amount : #120,000.19#

50: ordering customer  
ENRIQUE LUIS MENDISABAL RAIG  
LIMA - PERU

57D: account with institution - address  
//FW026003023  
SAFRA NATIONAL BANK  
NEW YORK

59: beneficiary customer  
/17001159  
ENRIQUE MENDISABAL RAIG

72: sender to receiver information  
/ACC/ ATTN MIAMI BRACH

1897

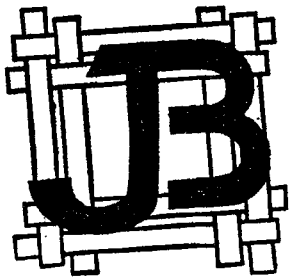
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

379

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. =====  
LIMA, 21 DE MAYO DEL 2001. =====**



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano'.

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

**PARA/TO :** SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY  
**DE/FROM :** VITALY FRANCO / LILIAN MOORE  
**FAX No. :** (786) 777 6099  
**REF. :** 17000918 - *Asc 2024*  
**FECHA/DATE:** SETIEMBRE 18, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523**  
**(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE NUMBER (511) 442-4523**

**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

**IMPORTE :** USD104,500.00  
**PLAZO :** 91 días  
**FECHA VALOR :** Setiembre 20, 2000  
**VENCIMIENTO :** Diciembre 20, 2000  
**TASA :** 9.091 PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No.17000004 que mantenemos en vuestra Institución.

Atentamente,

*V. Franco*      *Quom*

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

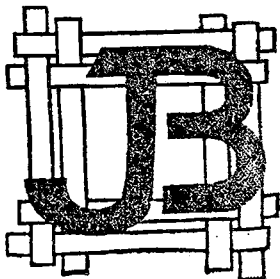
1898

5704

*380*

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. -=====**  
**LIMA, 21 DE MAYO DEL 2001. -=====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

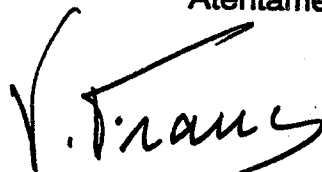
PARA/TO : SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY  
DE/FROM : VITALY FRANCO / LILIAN MOORE  
REF. : 17000918  
FAX No. : (786) 777-6099  
FECHA/DATE: Setiembre 18, 2000

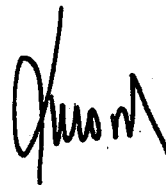
**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE  
TELEFONO (511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Con fecha valor 20 de setiembre, sírvanse cargar de nuestra cuenta No.17000004 que mantenemos en vuestra Institución el importe de USD104,423.54 correspondiente a la cancelación del adeudado de la referencia (ADE - 2013).

Atentamente,





1899

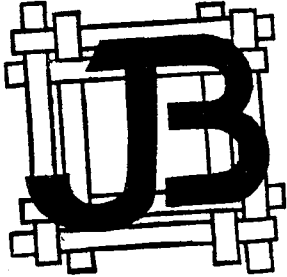
570

Edificio Plaza **LEGALIZACION DE FOTOCOPIA** Panamá - República de Panamá.

Art. 110 y 111 Ley del Notariado

381

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. =====  
LIMA, 21 DE MAYO DEL 2001. =====



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08







# **Holding** **Nuevo Mundo** PROMISSORY NOTE

**JOSE BARRÉTO BOGGIANO**  
ABOGADO / NOTARIO DE LIMA  
Av. El Rosarillo 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Lima, September 20, 2000

USD104,500.00 (One hundred four thousand five hundred and 00/100 dollars)

VALUE DATE: September 20, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **SAFRA NATIONAL BANK OF NEW YORK**, the principal sum of USD104,500.00 (One hundred four thousand five hundred and 00/100 US Dollars) plus interest, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature on December 20, 2000, at **SAFRA NATIONAL BANK OF NEW YORK**, 801 Brickell Avenue, Suite 2300, Miami, Florida 33131.

This Promissory Note shall pay interest at the rate of 9.091% annual for the period since September 20, 2000 to December 20, 2000 (91 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

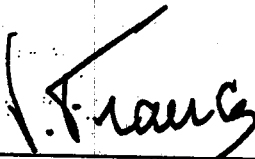
This Promissory Note shall exclusively be governed by the laws of the State of Florida. Place of performance and place of execution proceedings shall be Florida and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Florida.

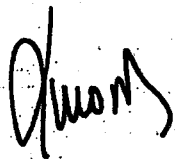
This Promissory Note shall be held under the custody and control of **SAFRA NATIONAL BANK OF NEW YORK**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO VARON  
(Name)

LILIAN MOORE  
(Name)

  
(Signature)

  
(Signature)

1900

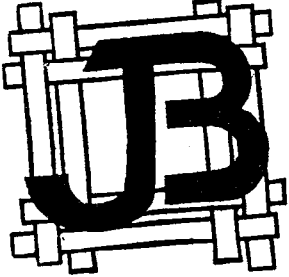
5706

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

382

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-229 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



0001

CITIBANK N.A.  
NEW YORK,NY  
US

20: transaction reference no.  
TT37709  
32A: value date,currency and amount  
Date : 24 March 2000  
Currency : USD (US DOLLAR)  
Amount : #100,000.00#  
50: ordering customer  
MANUEL BEHAR  
LIMA- PERU  
57D: account with institution - address  
//FW026003023  
SAFRA NATIONAL BANK  
OF NEW YORK  
59: beneficiary customer  
/17000918  
MANUEL BEHAR  
71A: details of charges  
OUR  
72: sender to receiver information  
/ACC/ ATTN MIAMI BRANCH

CITIBANK N.A.  
NEW YORK,NY  
US

20: transaction reference no.  
TT37660  
32A: value date,currency and amount  
Date : 22 March 2000  
Currency : USD (US DOLLAR)  
Amount : #100,000.00#  
50: ordering customer  
MARCO ANTONIO LUNA RIVERA  
LIMA - PERU  
56D: intermediary - name/address  
/36118975  
CBG COMPAGNIE BANCARIE GENEVE  
57D: account with institution - address  
CBG COMPAGNIE BANCAIRE DES ANTILLES  
N.V  
59: beneficiary customer  
/809770  
CONC.116750  
71A: details of charges  
OUR

1991

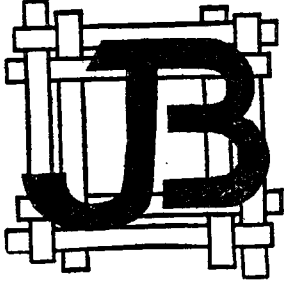
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

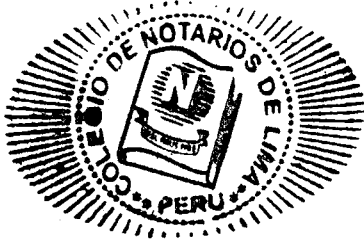
383

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. -----**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



2001

**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

**PARA/TO :** SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

**DE/FROM :** VITALY FRANCO / LILIAN MOORE

**FAX No. :** (786) 777 6099

**REF. :** 17200470 - ADE 2025

**FECHA/DATE:** OCTUBRE 16, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523**  
**(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE NUMBER (511) 442-4523**

**FAX MESSAGE:**

Mucho agradeceremos se sirvan renovar el adeudado de la referencia bajo las siguientes condiciones:

IMPORTE	:	USD104,400.00
PLAZO	:	62 días
FECHA VALOR	:	Octubre 17, 2000
VENCIMIENTO	:	Diciembre 18, 2000
TASA	:	9.239 PCT

Atentamente,

*V. Franco* *Quinn*

1902

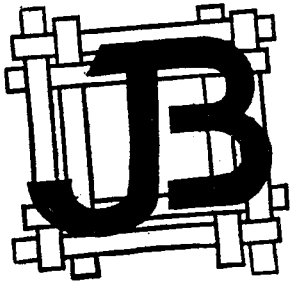
5701

**LEGALIZACION DE FOTOCOPIA**  
Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado

384

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. =====  
LIMA, 21 DE MAYO DEL 2001. -----**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



2001

COPIA DE LA ORIGINAL  
LIMA, 21 DE MAYO DEL 2001

**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

**PARA/TO :** SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

**DE/FROM :** VITALY FRANCO / LILIAN MOORE

**REF. :** 17200470

**FAX No. :** (786) 777-6099

**FECHA/DATE:** Octubre 16, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE  
TELEFONO (511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Con fecha valor 17 de octubre, sírvanse cargar de nuestra cuenta No.17000004 que mantenemos en vuestra Institución el importe de USD104,575.67 correspondiente a la cancelación del adeudado de la referencia (ADE - 2014).

Atentamente,

*V. Franco* *Quinn*

1903

5702

385

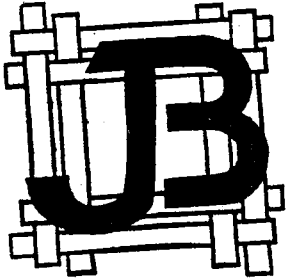
**LEGALIZACION DE FOTOCOPIA**

Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado

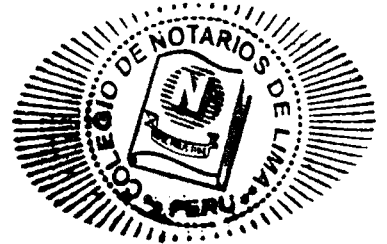
JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA. DE LO QUE DOY FE. =====

LIMA, 21 DE MAYO DEL 2001. =====



JOSE BARRETO BOGGIANO  
ABOGADO ~~NOTARIO DE LIMA~~  
AV. EL ROSARIO No. 226  
LIMA 08



800





# Holding Nuevo Mundo

## PROMISSORY NOTE

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Lima, October 17, 2000

USD104,400.00 (One hundred four thousand four hundred and 00/100 dollars)

VALUE DATE: October 17, 2000

For value received, the undersigned, Nuevo Mundo Holding S.A., Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **SAFRA NATIONAL BANK OF NEW YORK**, the principal sum of USD104,400.00 (One hundred four thousand four hundred and 00/100 dollars) plus interest, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature on December 18, 2000, at **SAFRA NATIONAL BANK OF NEW YORK**, 801 Brickell Avenue, Suite 2300, Miami, Florida 33131.

This Promissory Note shall pay interest at the rate of 9.239% annual for the period from October 17, 2000 to December 18, 2000 (62 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event Nuevo Mundo Holding S.A. fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

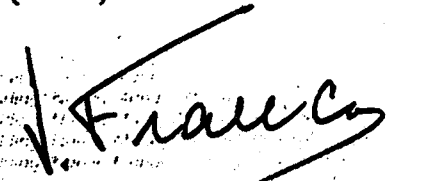
This Promissory Note shall exclusively be governed by the laws of the State of Florida. Place of performance and place of execution proceedings shall be Florida and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Florida.

This Promissory Note shall be held under the custody and control of **SAFRA NATIONAL BANK OF NEW YORK**, unless otherwise agreed by both parties, or in the event of default by Nuevo Mundo Holding S.A.

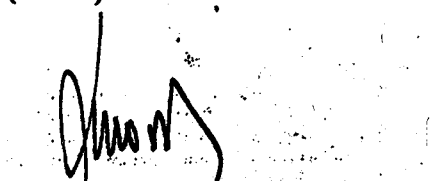
**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

LILIAN MOORE  
(Name)



(Signature)



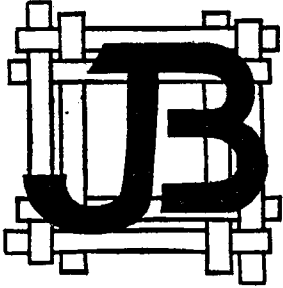
(Signature)

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

1904  
5703  
386

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA. DE LO QUE DOY FE. =====  
LIMA, 21 DE MAYO DEL 2001. =====



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



1001

**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

**PARA/TO :** SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

**DE/FROM :** VITALY FRANCO / LILIAN MOORE

**FAX No. :** (786) 777 6099

2

**REF. :** 17001973 - *ADC 2019*

**FECHA/DATE:** AGOSTO 18, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523**

**(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE NUMBER (511) 442-4523**

**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

**IMPORTE :** USD100,000.00  
**PLAZO :** 180 días  
**FECHA VALOR :** Agosto 18, 2000  
**VENCIMIENTO :** Febrero 14, 2001  
**TASA :** 9.181 PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No.17000004 que mantenemos en vuestra Institución.

Atentamente,

*[Handwritten signatures]*

1905  
5713

Edificio **LEGALIZACION DE FOTOCOPIA** de Panamá.

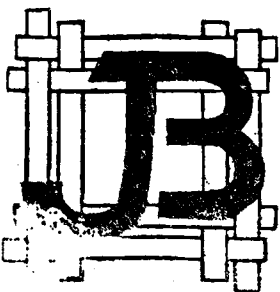
Art. 110 y 111 Ley del Notariado

387

ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe.

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



Lima, August 18, 2000

USD100,000.00 (One hundred thousand and 00/100 dollars)

VALUE DATE: August 18, 2000

For value received, the undersigned, Nuevo Mundo Holding S.A., Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **SAFRA NATIONAL BANK OF NEW YORK**, the principal sum of **USD100,000.00** (One hundred thousand and 00/100 US Dollars) plus interest, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature on **February 14, 2001**, at **SAFRA NATIONAL BANK OF NEW YORK**, 801 Brickell Avenue, Suite 2300, Miami, Florida 33131.

This Promissory Note shall pay interest at the rate of **9.181%** annual for the period from **August 18, 2000** to **February 14, 2001** (180 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

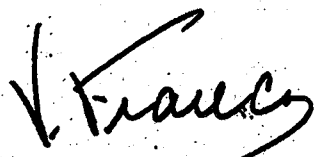
In the event Nuevo Mundo Holding S.A. fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by the laws of the State of Florida. Place of performance and place of execution proceedings shall be Florida and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Florida.

This Promissory Note shall be held under the custody and control of **SAFRA NATIONAL BANK OF NEW YORK**, unless otherwise agreed by both parties, or in the event of default by Nuevo Mundo Holding S.A.

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

  
(Signature)

LILIAN MOORE  
(Name)

  
(Signature)

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

1906

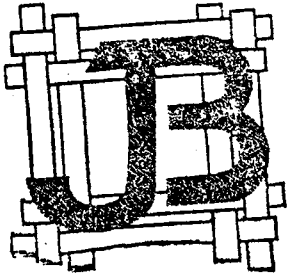
5714

3724

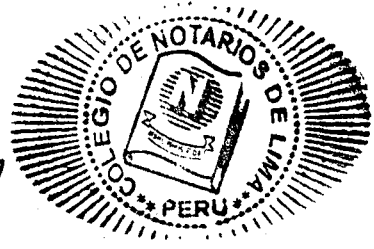
388

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



*[Handwritten signature]*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



2001

**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

**PARA/TO :** SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

**DE/FROM :** JACQUES LEVY CALVO / LILIAN MOORE

**FAX No. :** (786) 777 6099

**REF. :** 17001973

*ADG - 2020*

**FECHA/DATE:** AGOSTO 23, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL  
SIGUIENTE TELEFONO (511) 442-4523**

**(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT  
THE FOLLOWING TELEPHONE NUMBER (511) 442-4523**

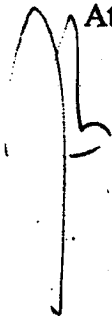
**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

**IMPORTE :** USD230,800.00  
**PLAZO :** 181 días  
**FECHA VALOR :** Agosto 23, 2000  
**VENCIMIENTO :** Febrero 20, 2001  
**TASA :** 9.182 PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No.17000004 que mantenemos en vuestra Institución.

Atentamente,



1907

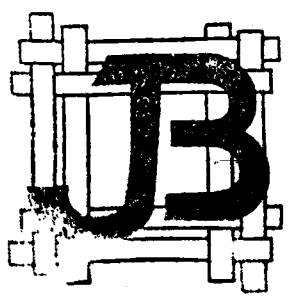
5709

389

ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

7081



**PROMISSORY NOTE**

Lima, August 23, 2000

USD230,800.00 (Two hundred thirty thousand eight hundred and 00/100 dollars)

VALUE DATE: August 23, 2000

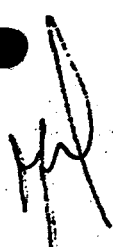
For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **SAFRA NATIONAL BANK OF NEW YORK**, the principal sum of USD230,800.00 (Two hundred thirty thousand eight hundred and 00/100 US Dollars) plus interest, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature on **February 20, 2001**, at **SAFRA NATIONAL BANK OF NEW YORK**, 801 Brickell Avenue, Suite 2300, Miami, Florida 33131.

This Promissory Note shall pay interest at the rate of **9.182%** annual for the period since **August 23, 2000** to **February 20, 2001** (181 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by the laws of the State of Florida. Place of performance and place of execution proceedings shall be Florida and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Florida.

This Promissory Note shall be held under the custody and control of **SAFRA NATIONAL BANK OF NEW YORK**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

 **NUEVO MUNDO HOLDING S.A.**

JACQUES LEVY CALVO  
(Name)

LILIAN MOORE  
(Name)

  
(Signature)

  
(Signature)

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

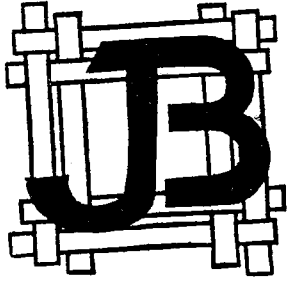
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**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICADO QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA. DE LO QUE DOY FE. =====  
LIMA, 21 DE MAYO DEL 2001. =====



*[Handwritten signature]*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



008

**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

**PARA/TO :** SAFRA NATIONAL BANK / CARLOS E. NASLAUSKY

**DE/FROM :** VITALY FRANCO / LILIAN MOORE

**FAX No. :** (786) 777 6099

**REF. :** ~~17002260~~ <sup>17000632</sup> - 2023

**FECHA/DATE:** SETIEMBRE 08, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523**

**(IF YOU HAVE ANY PROBLEM WITH THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE NUMBER (511) 442-4523**

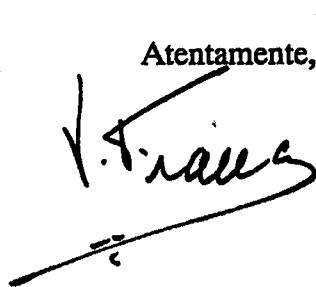
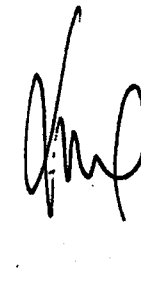
**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

**IMPORTE :** USD114,800.00  
**PLAZO :** 91 días  
**FECHA VALOR :** Setiembre 12, 2000  
**VENCIMIENTO :** Diciembre 12, 2000  
**TASA :** 9.087 PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No.17000004 que mantenemos en vuestra Institución.

Atentamente,

**LEGALIZACION DE FOTOCOPIA**

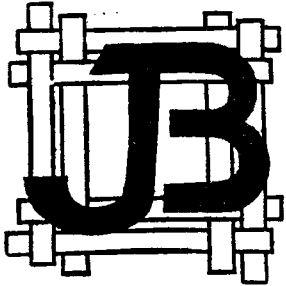
Edificio Plaza Bancomer, Calle 50, Panamá, República de Panamá.  
Art. 110 y 111 Ley de Notariado

1909  
5707

391

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOGRAFICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA. DE LO QUE DOY FE. =====  
LIMA, 21 DE MAYO DEL 2001. =====



*Jose Barreto Boggiano*  
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



2001

**PROMISSORY NOTE**

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Lima, September 12, 2000

USD114,800.00 (One hundred fourteen thousand eight hundred and 00/100 dollars)

VALUE DATE: September 12, 2000

For value received, the undersigned, Nuevo Mundo Holding S.A., Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **SAFRA NATIONAL BANK OF NEW YORK**, the principal sum of USD114,800.00 (One hundred fourteen thousand eight hundred and 00/100 dollars) plus interest, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature on December 12, 2000, at **SAFRA NATIONAL BANK OF NEW YORK**, 801 Brickell Avenue, Suite 2300, Miami, Florida 33131.

This Promissory Note shall pay interest at the rate of **9.087%** annual for the period from **September 12, 2000 to December 12, 2000 (91 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event Nuevo Mundo Holding S.A. fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

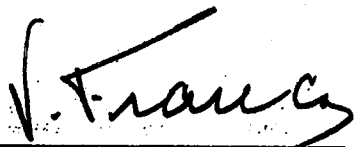
This Promissory Note shall exclusively be governed by the laws of the State of Florida. Place of performance and place of execution proceedings shall be Florida and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Florida.

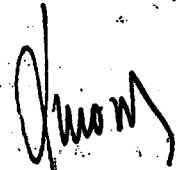
This Promissory Note shall be held under the custody and control of **SAFRA NATIONAL BANK OF NEW YORK**, unless otherwise agreed by both parties, or in the event of default by Nuevo Mundo Holding S.A.

  
**NUEVO MUNDO HOLDING S.A.**

**VITALY FRANCO**  
(Name)

**LILIAN MOORE**  
(Name)

  
(Signature)

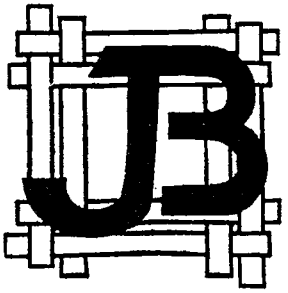
  
(Signature)

**LEGALIZACIÓN DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

1910  
5708  
392

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOGRAFICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**CANCELADOS**

**1911**



# Holding Nuevo Mundo PROMISSORY NOTE

**JOSE BARRERO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

Lima, November 01, 2000

USD148,100.00 (One hundred forty eight thousand one hundred and 00/100 Dollars)

VALUE DATE: November 01, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred forty eight thousand one hundred and 00/100 U.S. Dollars (USD148,100.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **8.668%** annual for the period since **November 01, 2000 to December 01, 2000 (30 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO

ELSA HUARCAYA

(Name)

(Name)

(Signature)

(Signature)

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

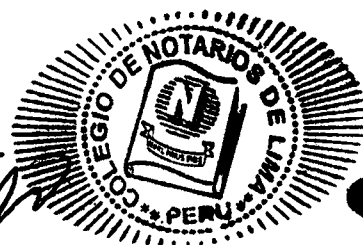
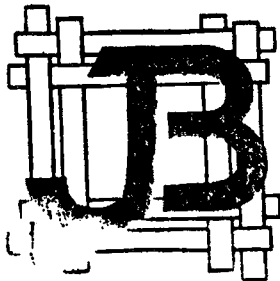
1912  
5727  
393



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08

Lima, October 02, 2000

USD147,100.00 (One hundred forty seven thousand one hundred and 00/100 Dollars )

VALUE DATE: October 02, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred forty seven thousand one hundred and 00/100 Dollars (USD147,100.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of 8.668% annual for the period since October 02, 2000 to November 01, 2000 (30 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by Netherlands Antilles law. Place of performance and place of execution proceedings shall be Curaçao and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Curaçao.

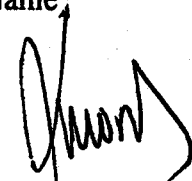
This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

  
(Signature)

LILIAN MOORE  
(Name)

  
(Signature)

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

1913

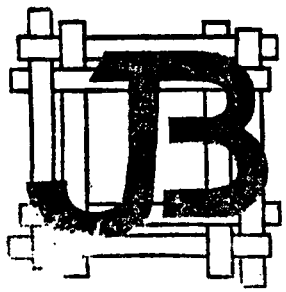
394

5728

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe.

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



# Nuevo Mundo

## PROMISSORY NOTE

**JOSE BARRIO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosal 228 - Lima 08  
Telf: 358-2395 - Telefax 358-2322

Lima, November 30, 2000

USD 160,000.00 (One hundred sixty thousand and 00/100 Dollars)

VALUE DATE: November 30, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A., Lima, Perú,** hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred sixty thousand and 00/100 U.S. Dollars (USD 160,000.00)** and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V. Gaitoweg 35, P.O. Box 14729, Curaçao, Netherlands Antilles**.

This Promissory Note shall pay interest at the rate of **8.902%** annual for the period since **November 30, 2000 to January 02, 2001 (33 days)**. Interest shall be computed on the basis of a year of **360 days** and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.** unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**  
(Name)

**VITALY FRANCO**  
(Name)

**ELSA HUARCAYA**  
(Name)

*[Signature]*  
(Signature)

*[Signature]*  
(Signature)

*[Signature]*  
(Signature)

*[Signature]*  
(Signature)

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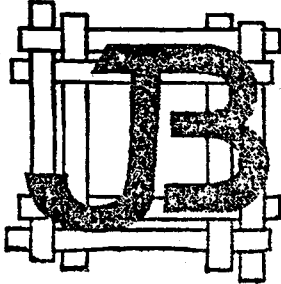
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(Signature)

*[Signature]*  
(Signature)

*[Signature]*  
(Signature)

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
~~ABOGADO NOTARIO DE LIMA~~  
AV. EL ROSARIO No. 226  
LIMA 08





## PROMISSORY NOTE

**JOSE BARRETO BOGGIAN**  
ABOGADO NOTARIO DE LIM.  
Av. El Rosario 226-228 - Lima  
Telf. 358-2323 - Telefax 358-237

Lima, December 01, 2000

USD149,100.00 (One hundred forty nine thousand one hundred and 00/100 Dollars)

VALUE DATE: December 01, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Peru, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred forty nine thousand one hundred and 00/100 U.S. Dollars (USD149,100.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **8.669% annual** for the period since **December 01, 2000 to January 02, 2001 (32 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

ELSA HUARCAYA  
(Name)

V. Franco  
(Signature)

Alvarado  
(Signature)

1915

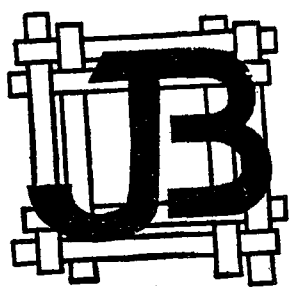
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

396

5730

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. =====  
LIMA, 21 DE MAYO DEL 2001. =====**



*[Handwritten signature]*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



El 06 de Noviembre del 2000

Banco Nuevo Mundo  
Att.: Sra. Sonia Romero  
Av. Paseo de la República 3033  
Lima 27, Perú

Asunto: Vencimiento de Promissory Notes

Estimada Sra. Romero,

Por medio de la presente, es un placer enviarle los Promissory Notes originales ya vencidos de los siguientes clientes:

116 890  
116 910  
116 960  
116 970  
117 100  
117 200  
117 300  
117 500

Quisieramos también informarle que hemos recibido una copia de los Promissory Notes, que fueron renovados, por fax.

Esperamos poder recibir los originales lo más pronto posible.

Sin más por el momento, le saludamos

Muy cordialmente,

  
Arlene Criqué  
Manager Banca Privada

  
Julblank González  
Secretaria

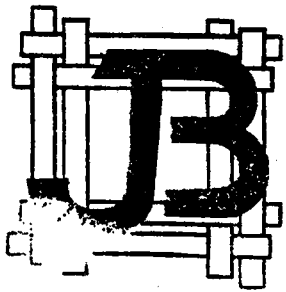
Anexo (8)



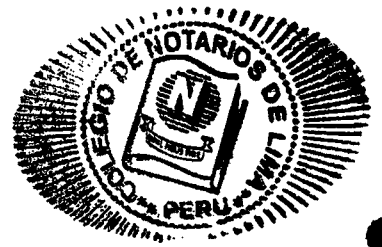
**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe.

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARATO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 116840 / ADE - 1055

FAX No. : (5999) 736-6868

FECHA/DATE: Octubre 30, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

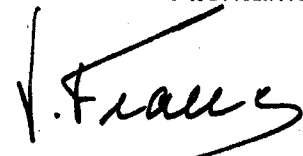
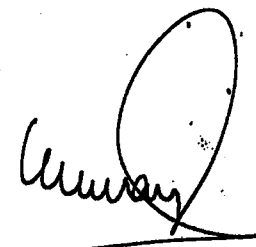
**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD148,100.00  
PLAZO : 30 días  
FECHA VALOR : Noviembre 01, 2000  
FECHA DE VENCIMIENTO: Diciembre 01, 2000  
TASA : 8.668% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

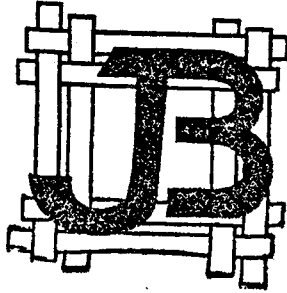
Corr

398 1917

5732

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2327

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. -=====**  
**LIMA, 21 DE MAYO DEL 2001. -=====**



**JOSE BARRETO BOGGIANO**  
~~ABOGADO NOTARIO DE LIMA~~  
AV. EL ROSARIO No. 226  
LIMA 08

101

**HOJA DE TRANSMISION DE FAOSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARATO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 116840

FAX No. : (5999) 736-6868

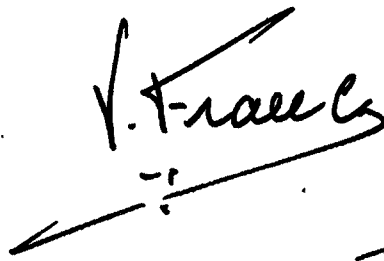
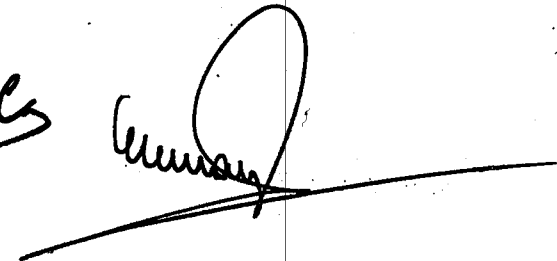
FECHA/DATE: Octubre 30, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Con fecha valor 01 de noviembre, sírvanse cargar de nuestra cuenta No.119200 que mantenemos en vuestra Institución el importe de USD148,162.55, correspondiente a la cancelación del adeudado de la referencia (ADE - 1040).

Atentamente,

1918

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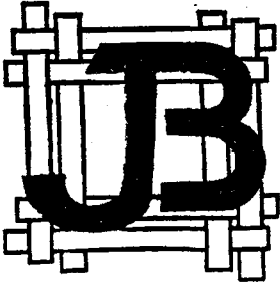
**LEGALIZACION DE FOTOCOPIA**

Edificio Plaza Bancomer - Calle 50, Panamá República de Panamá.  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====**

**LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE**  
**FACSIMILE TRANSMITTAL SHEET.**

VENCIDO

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 116960 / ADE - 1054

FAX No. : (5999) 736-6868

FECHA/DATE: Octubre 27, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523.**  
**IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD100,100.00  
PLAZO : 31 días  
FECHA VALOR : Octubre 30, 2000  
FECHA DE VENCIMIENTO: Noviembre 30, 2000  
TASA : 7.972% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

*V. Franco*

Cost 1919

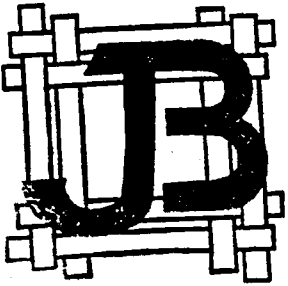
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**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. -----**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



101

**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

**PARA/TO :** CBA / ARNO BUSSER

**DE/FROM :** VITALY FRANCO / ELSA HUARCAYA

**REF. :** 116960

**FAX No. :** (5999) 736-6868

**FECHA/DATE:** Octubre 27, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.**

**IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Con fecha valor 30 de octubre, sírvanse cargar de nuestra cuenta No.119200 que mantenemos en vuestra Institución el importe de USD100,686.48, correspondiente a la cancelación del adeudado de la referencia (ADE - 1041).

Atentamente,

*V. Franco* *Elsa Huarcaya*

**LEGALIZACION DE FOTOCOPIA**

Edificio Plaza Bancomer, Calle 50, Panamá, República de Panamá.  
Art. 110 y 111 Ley de Notarías

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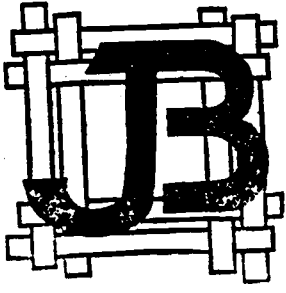
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JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 353-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====



*Jose Barreto Boggiano*  
JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



0907

Lima, October 30, 2000

**USD100,100.00** (One hundred thousand one hundred and 00/100 Dollars)

**VALUE DATE: October 30, 2000**

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby **unconditionally and irrevocably** promises to pay to the order of **CBA. COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred thousand one hundred and 00/100 U.S. Dollars (USD100,100.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, **Curaçao, Netherlands Antilles.**

This Promissory Note shall pay interest at the rate of **7.972%** annual for the period since **October 30, 2000 to November 30, 2000 (31 days)**. Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

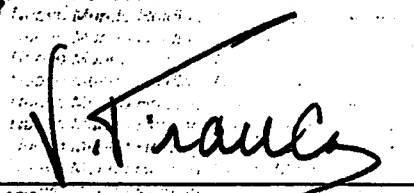
This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

This Promissory Note shall be held under the custody and control of **CBA. COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

**VITALY FRANCO**

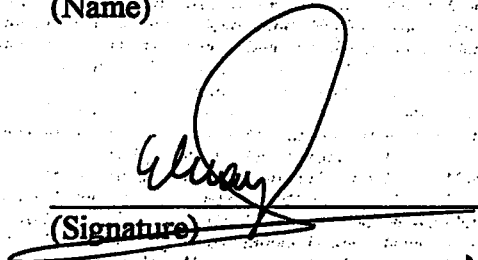
(Name)



(Signature)

**ELSA HUARCAYA**

(Name)



(Signature)

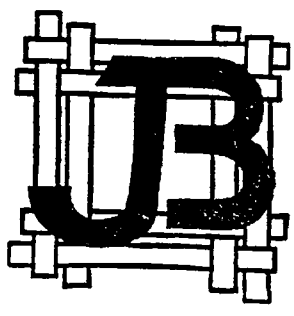
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**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

**5736**

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



1200

**HOJA DE TRANSMISION DE FACSIMILE**  
**FACSIMILE TRANSMITTAL SHEET**

*VENIC*

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 116910

FAX No. : (5999) 736-6868

FECHA/DATE: Octubre 27, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523.**  
**IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Mucho agradeceremos se sirvan renovar el adeudado No. 1032 que vence el 30 de agosto, bajo las siguientes condiciones:

*debe*

IMPORTE	:	USD 160,000.00
PLAZO	:	31 días
FECHA VALOR	:	Octubre 30, 2000
VENCIMIENTO	:	Noviembre 30, 2000
TASA	:	8.900% Nominal

*[Handwritten signature]*

Atentamente,

*V. Franco*      *[Signature]*

*Cont* ✓

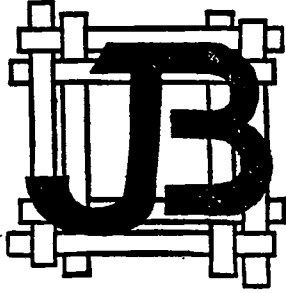
4103 1922  
5737

Edificio Plaza Comercio - Calle 50, Panamá - República de Panamá.

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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LIMA, 21 DE MAYO DEL 2001.- =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / ELSA HUARCAYA

REF. : 116910

FAX No. : (5999) 736-6868

FECHA/DATE: Octubre 27, 2000

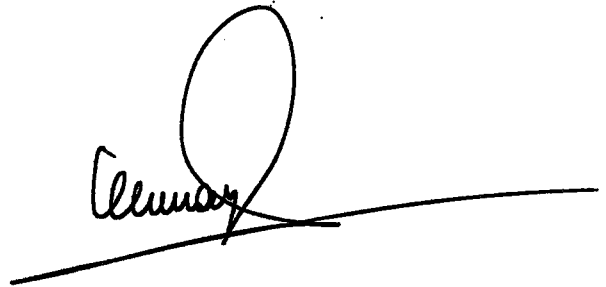
**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Con fecha valor 30 de octubre, sírvanse cargar de nuestra cuenta No.119200 que mantenemos en vuestra Institución el importe de USD1,265.64, correspondiente a los intereses del adeudado de la referencia (ADE - 1032).

Atentamente,





1923

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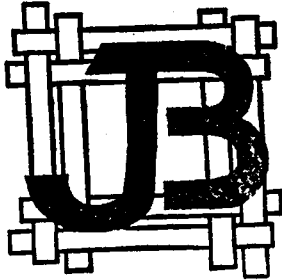
5738

**LEGALIZACION DE FOTOCOPIA**

Edificio Plaza Bancomer, Calle 50, República de Panamá.  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE. -=====**  
**LIMA, 21 DE MAYO DEL 2001. =====**



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO,**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





# Nuevo Mundo PROMISSORY NOTE

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosero 226-228 - Lima 08  
Telf. 358-2323 Tefefax 358-2322

Lima, October 30, 2000

USD160,000.00 (One hundred sixty thousand and 00/100 Dollars)

VALUE DATE: October 30, 2000

For value received, the undersigned, Nuevo Mundo Holding S.A., Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of CBA COMPAGNIE BANCAIRE DES ANTILLES N.V., the sum of One hundred sixty thousand and 00/100 U.S. Dollars (USD160,000.00), and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at COMPAGNIE BANCAIRE DES ANTILLES N.V., Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of 8.900% annual for the period since October 30, 2000 to November 30, 2000 (31 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event Nuevo Mundo Holding S.A. fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by Netherlands Antilles law. Place of performance and place of execution proceedings shall be Curaçao and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Curaçao.

This Promissory Note shall be held under the custody and control of CBA COMPAGNIE BANCAIRE DES ANTILLES N.V., unless otherwise agreed by both parties, or in the event of default by Nuevo Mundo Holding S.A.

**NUEVO MUNDO HOLDING S.A.**

**VITALY FRANCO**

**ELSA HUARCAYA**

(Name)

(Name)

*Vitaly Franco*

*Elsa Huarcaya*

(Signature)

(Signature)

1924

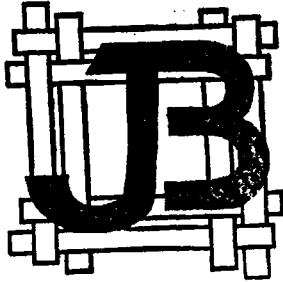
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

105 5739



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO,**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE**  
**FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO / LILIAN MOORE

REF. : 116970 - ADE 1042

FAX No. : (5999) 736-6868

FECHA/DATE: Setiembre 29, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO**  
**(511) 442-4523.**  
**IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE**  
**FOLLOWING TELEPHONE (511) 442-4523**

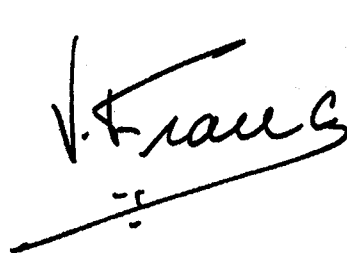
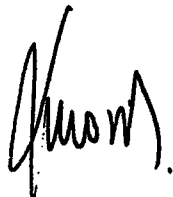
**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD71,600.00  
PLAZO : 92 días  
FECHA VALOR : Octubre 02, 2000  
FECHA DE VENCIMIENTO: Enero 02, 2001  
TASA : 8.963% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

1925

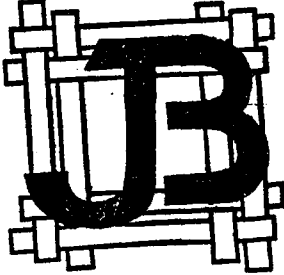
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**LEGALIZACION DE FOTOCOPIA**  
Ar. 116 y 115 Ley del Notariado

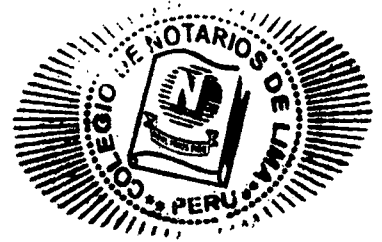
**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====**

**LIMA, 21 DE MAYO DEL 2001.- =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



**PROMISSORY NOTE**

Lima, October 02, 2000

USD71,600.00 (Seventy one thousand six hundred and 00/100 Dollars )

VALUE DATE: October 02, 2000

For value received, the undersigned, Nuevo Mundo Holding S.A., Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of CBA COMPAGNIE BANCAIRE DES ANTILLES N.V., the sum of Seventy one thousand six hundred and 00/100 Dollars (USD71,600.00), and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at COMPAGNIE BANCAIRE DES ANTILLES N.V., Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of 8.963% annual for the period since October 02, 2000 to January 02, 2001 (92 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event Nuevo Mundo Holding S.A. fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

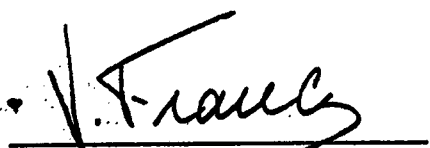
This Promissory Note shall exclusively be governed by Netherlands Antilles law. Place of performance and place of execution proceedings shall be Curaçao and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Curaçao.

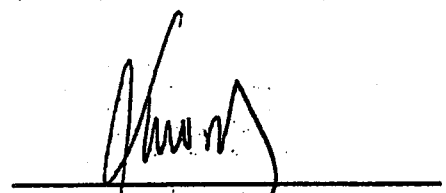
This Promissory Note shall be held under the custody and control of CBA COMPAGNIE BANCAIRE DES ANTILLES N.V., unless otherwise agreed by both parties, or in the event of default by Nuevo Mundo Holding S.A.

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

LILIAN MOORE  
(Name)

  
(Signature)

  
(Signature)

1926

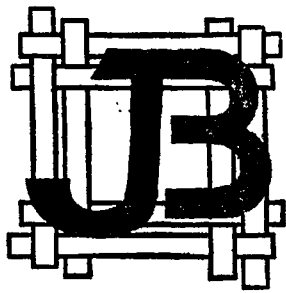
407

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

5741

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





# Nuevo Mundo Holding

## PROMISSORY NOTE

**JOSE BARRETO BOGGIANO**  
 ABOGADO / NOTARIO DE LIMA  
 Av. El Rosarito 226-228 - Lima 08  
 Telf. 358-2323 - Telefax 358-2322

Lima, October 02, 2000

USD71,600.00 (Seventy one thousand six hundred and 00/100 Dollars)

**CANCELADO**

VALUE DATE: October 02, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **Seventy one thousand six hundred and 00/100 Dollars (USD71,600.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **8.963%** annual for the period since **October 02, 2000** to **January 02, 2001 (92 days)**. Interest shall be computed on the basis of a year of **360 days** and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
 (Name)

LILIAN MOORE  
 (Name)

V. Franco  
 (Signature)

Lilian Moore  
 (Signature)

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**LEGALIZACION DE FOTOCOPIA.**

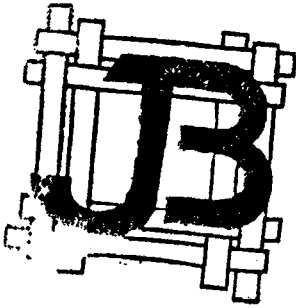
Art. 110 y 111 Ley del Notariado

999999/14. 408

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



7401

Nuevo Mundo Holding  
Av. Paseo de la República 3033  
Lima 27, Peru

September 29, 2000

**Subject: Our Fixed Term Loan to Your Institution**

Gentlemen,

Following your request of September 29, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

**Amount:** US\$ 71'600.00 (Seventy One thousand six hundred 00/100 United States Dollars )

**Draw-Down:** October 02, 2000

**Repayment:** January 02, 2001

**Interest Rate:** 8.963% p.a.

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

**Overriding Events:** In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the cost to the Bank of making or maintaining amounts

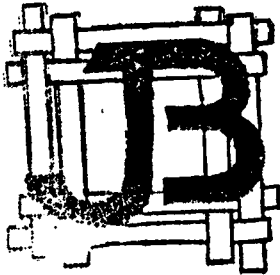
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**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



*[Handwritten signature]*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

**Event of Default:** Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

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**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

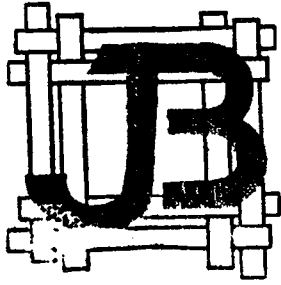
Page 2 of 4

5744

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

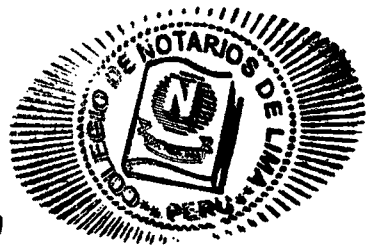
**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written in a cursive style.

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



- d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

**Indemnity:**

The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.

**Assignment:**

The Borrower shall not be entitled to assign all or any part of his rights under this Loan Agreement without the prior written consent of the Bank. The Bank may at any time assign all or any part of his rights hereunder.

**Governing Law:**

This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.

**LEGALIZACION DE FOTOCOPIA**

Page 3 of 4

Art. 110 y 111 Ley del Notariado

5745

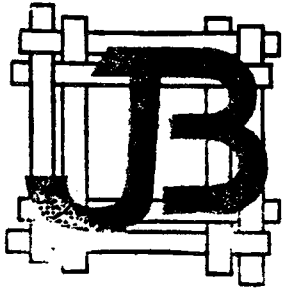
1980


Handwritten signature and initials, including "411" and "M".

JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,

  
**Waison Lam**  
*Deputy, Managing Director*

  
**Arlene Criqué**  
*Manager Private Banking*

We herewith agree with the contents of and to be bound by this Loan Agreement.

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

1931

Page 4 of 4  
**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

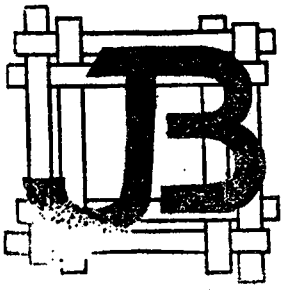
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**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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Lima, 21 MAYO 2001



*[Handwritten Signature]*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER  
DE/FROM : VITALY FRANCO / LILIAN MOORE  
REF. : 116730 / ADE - 1036  
FAX No. : (5999) 736-6868  
FECHA/DATE: Setiembre 18, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523**

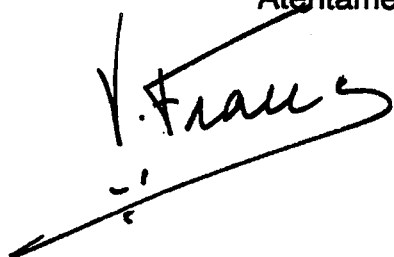

**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD135,600.00  
PLAZO : 91 días  
FECHA VALOR : Setiembre 19, 2000  
FECHA DE VENCIMIENTO: Diciembre 19, 2000  
TASA : 9.75% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

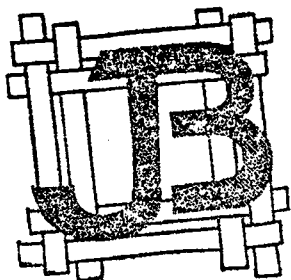
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

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**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001. =====**



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**

**ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08**



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

DE/FROM : JACQUES LEVY / LILIAN MOORE

REF. : 116730

FAX No. : (5999) 736-6868

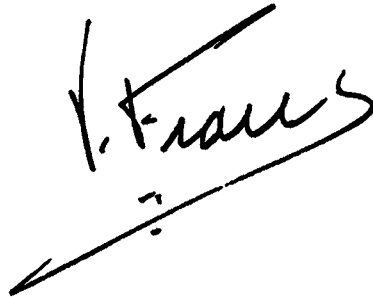

FECHA/DATE: Setiembre 18, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO  
(511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE  
FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Con fecha valor 19 de setiembre, sírvanse cargar de nuestra cuenta No.119200 que mantenemos en vuestra Institución el importe de USD190,839.48, correspondiente a la cancelación del adeudado de la referencia (ADE - 1013).

Atentamente,

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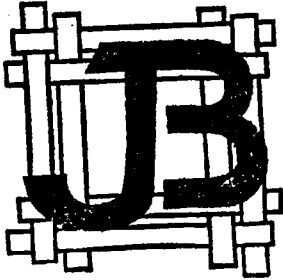
**LEGALIZACION DE FOTOCOPIA**

Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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**LIMA, 21 DE MAYO DEL 2001. =====**



*[Handwritten signature]*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



2001

Lima, September 19, 2000

USD135,000.00 (One hundred thirty five thousand and 00/100 Dollars )

VALUE DATE: September 19, 2000

For value received, the undersigned, Nuevo Mundo Holding S.A., Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred thirty five thousand and 00/100 Dollars (USD135,000.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **9.75%** annual for the period since September 19, 2000 to December 19, 2000 (91 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event Nuevo Mundo Holding S.A. fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by Netherlands Antilles law. Place of performance and place of execution proceedings shall be Curaçao and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Curaçao.

This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by Nuevo Mundo Holding S.A.

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

  
(Signature)

LILIAN MOORE  
(Name)

  
(Signature)

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

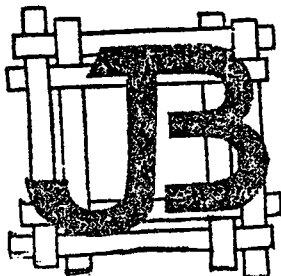
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**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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LIMA, 21 DE MAYO DEL 2001. =====**

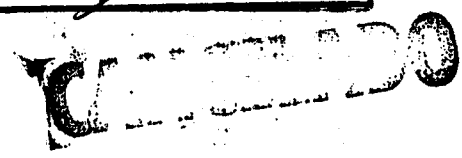


A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano', written over a horizontal line.



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

**PROMISSORY NOTE**



Lima, September 19, 2000

USD135,600.00 (One hundred thirty five thousand six hundred and 00/100 Dollars )

VALUE DATE: September 19, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **One hundred thirty five thousand six hundred and 00/100 Dollars (USD135,600.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curacao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **9.75%** annual for the period since September 19, 2000 to December 19, 2000 (91 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

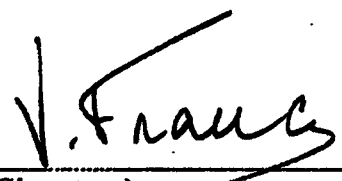
This Promissory Note shall exclusively be governed by Netherlands Antilles law. Place of performance and place of execution proceedings shall be Curacao and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Curacao.


This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

VITALY FRANCO  
(Name)

LILIAN MOORE  
(Name)

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

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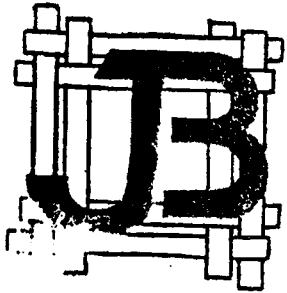
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**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
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que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08

2001

Nuevo Mundo Holding  
Av. Paseo de la República 3033  
Lima 27, Peru

September 18, 2000

**Subject: Our Fixed Term Loan to Your Institution**

Gentlemen,

Following your request of September 18, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

**Amount:** US\$ 135'600.00 (One hundred and thirty five thousand six hundred 00/100 United States Dollars )

**Draw-Down:** September 19, 2000

**Repayment:** December 19, 2000

**Interest Rate:** 9.75% p.a.

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

**Overriding Events:** In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the cost to the Bank of making or maintaining amounts

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*Handwritten initials*

*Handwritten initials and numbers*  
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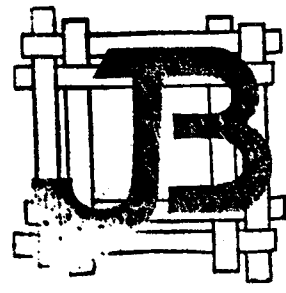
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JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano'. The signature is fluid and cursive, written over a horizontal line.

JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

**Event of Default:** Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

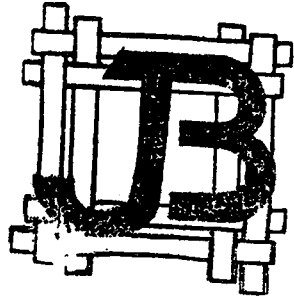
Page 2 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

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**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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Lima, 21 MAYO 2001



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08





d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

**Indemnity:**

The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.

**Assignment:**

The Borrower shall not be entitled to assign all or any part of his rights under this Loan Agreement without the prior written consent of the Bank. The Bank may at any time assign all or any part of his rights hereunder.

**Governing Law:**

This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.

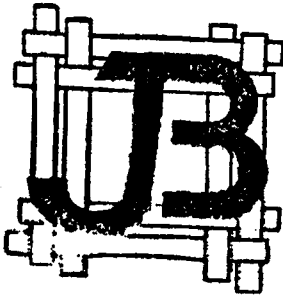
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado


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**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
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Lima, 21 MAYO 2001



  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,

*Waison Lam*

Waison Lam  
Deputy Managing Director

*(Rique)*

Arlene Crique  
Manager Private Banking

We herewith agree with the contents of and to be bound by this Loan Agreement.

\_\_\_\_\_  
Date

*V. Francis*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*[Signature]*  
\_\_\_\_\_  
Signature

Page 4 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

1939

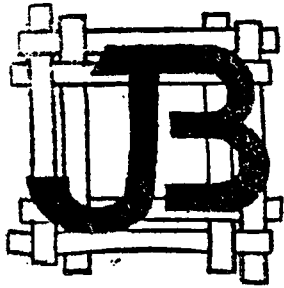
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AV. El Rosario 226-223 - Lima 08  
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Lima, 21 MAYO 2001



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER  
DE/FROM : VITALY FRANCO / LILIAN MOORE  
REF. : 117010 - ADE 1046  
FAX No. : (5999) 736-6868  
FECHA/DATE: Octubre 12, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523.  
IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523**

**FAX MESSAGE:**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD101,800.00  
PLAZO : 90 días  
FECHA VALOR : Octubre 13, 2000  
FECHA DE VENCIMIENTO: Enero 11, 2001  
TASA : 8.961% PCT

Asimismo, los fondos deberán ser abonados en nuestra cuenta No. 119200 que mantenemos en vuestra Institución.

Atentamente,

*V. Franco* *Quinn*

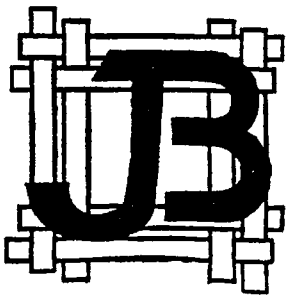
**LEGALIZACION DE FOTOCOPIA**  
Edificio Plaza Bancomer - Calle 50, Panamá, República de Panamá.  
Art. 110 y 111 Ley del Notariado

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JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
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LIMA, 21 DE MAYO DEL 2001. =====



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



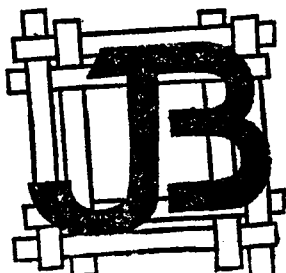
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Faint, illegible text at the bottom of the page, possibly a stamp or additional notes.



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

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DOCUMENTO QUE HE TENIDO A LA VISTA. DE LO QUE DOY FE. =====  
LIMA, 21 DE MAYO DEL 2001. =====**



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



Nuevo Mundo Holding  
Av. Paseo de la República 3033  
Lima 27, Peru

October 12, 2000

**Subject: Our Fixed Term Loan to Your Institution**

Gentlemen,

Following your request of October 12, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

**Amount:** US\$ 101'800.00 ( One hundred one thousand eight hundred 00/100 United States Dollars )

**Draw-Down:** October 13, 2000

**Repayment:** January 11, 2001

**Interest Rate:** 8.961% p.a.

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

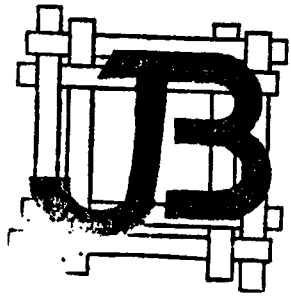
Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

**Overriding Events:** In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the cost to the Bank of making or maintaining amounts

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
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Lima, 21 MAYO 2001



A handwritten signature in black ink, appearing to read 'Jose Barreto Boggiano'. The signature is fluid and cursive.

**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

**Event of Default:** Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

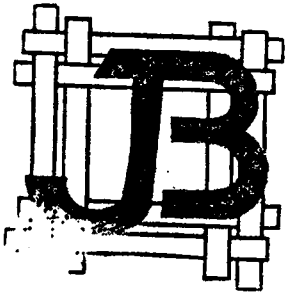
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**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
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Lima, 21 MAYO 2001



  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



- d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

**Indemnity:**

The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.

**Assignment:**

The Borrower shall not be entitled to assign all or any part of his rights under this Loan Agreement without the prior written consent of the Bank. The Bank may at any time assign all or any part of his rights hereunder.

**Governing Law:**

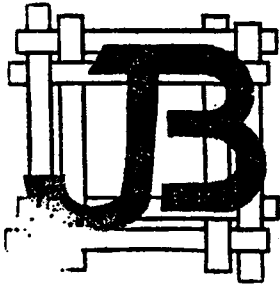
This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.



**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**JOSE BARRIO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2523 - Telefax 358-2322

Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,

*Waison Lam*

**Waison Lam**  
*Deputy, Managing Director*

*Arlene Crique*

**Arlene Crique**  
*Manager Private Banking*

We herewith agree with the contents of and to be bound by this Loan Agreement.

\_\_\_\_\_  
Date

*V. Kraus*  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*[Signature]*  
\_\_\_\_\_  
Signature

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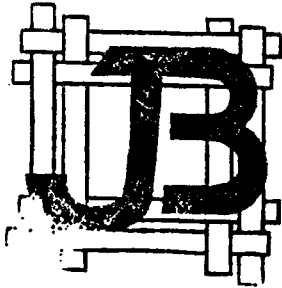
427

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe.

Lima, 21 MAYO 2001



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**HOJA DE TRANSMISION DE FACSIMILE  
FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER  
DE/FROM : VITALY FRANCO - ELSA HUARCAYA  
REF. : 116740  
FAX No. :  
FECHA/DATE: Junio 12, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523**  
**(IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523)**

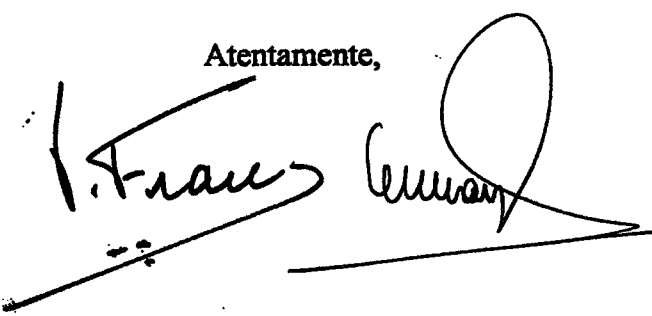
**FAX MESSAGE :**

Mucho agradeceremos se sirvan otorgarnos un adeudado bajo las siguientes condiciones:

IMPORTE : USD311,200.00  
PLAZO : 180 días  
FECHA VALOR : Junio 14, 2000  
FECHA DE VENCIMIENTO: Diciembre 11, 2000  
TASA : 9.306% Nominal

Asimismo, los fondos deberán ser abonados en nuestra cuenta No.119200 que mantenemos en vuestra Institución.

Atentamente,



1946

Cont -  
pro -

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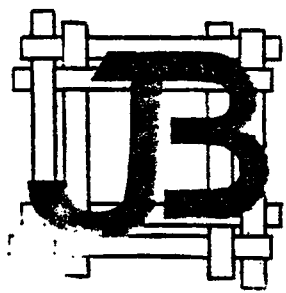
428

Edificio Plaza Bancomer - Calle 30, Panamá - República de Panamá.  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

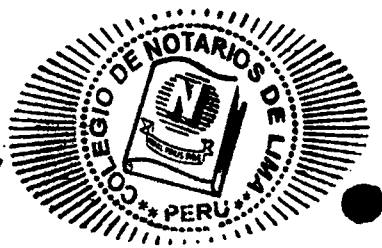
**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe.

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08



LEGALIZACION DE FOTOCOPIA  
Art 440

ESPACIO EN BLANCO

REPORT DE TRANSMISION

1947

06-12-00 17:21:04 ID FAX: 4424529

SU NOMBRE : BANCO NUEVO MUNDO

FECHA	HORA INICIO	DURACION	ID FAX REMOTO	PAGINAS
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06-12-00	17:18:00	02:57"	+
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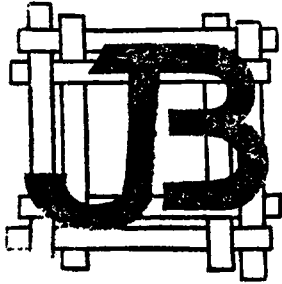
429

RESULTADO: BIEN

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



*[Handwritten signature]*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





Holding  
**Nuevo Mundo**

**JOSE BARRERO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Tel: 511-442-4523 Telefax 358-2322

**TRANSMISION DE FAX**  
**FACSIMILE TRANSMITTAL SHEET**

PARA/TO : CBA / ARNO BUSSER

DE/FROM : VITALY FRANCO - ELSA HUARCAYA

REF. : 116740

FAX No. :

FECHA/DATE: Junio 12, 2000

**SI NO RECIBE BIEN ESTE FAX, SIRVASE CONTACTARSE CON EL SIGUIENTE TELEFONO (511) 442-4523**  
**(IF YOU HAVE ANY PROBLEM RECEIVING THIS FAX, PLEASE CONTACT US AT THE FOLLOWING TELEPHONE (511) 442-4523)**

**FAX MESSAGE :**

Mucho agradeceremos se sirvan cargar en nuestra cuenta No. 119200, con fecha valor 14 de Junio, el importe de USD311,665.78, correspondiente a la cancelación del adeudado bajo su referencia 116740.

Atentamente,

*V. Franco*  
*Alvarez*

1948

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**LEGALIZACION DE FOTOCOPIA**  
Edificio Plaza Bancomer - Calle 50, Panamá - República de Panamá.  
Art. 110 y 111 Ley del Notariado

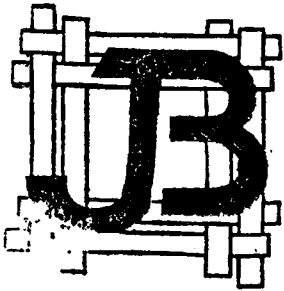
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**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



100



**Holding**  
**Nuevo Mundo**

**PROMISSORY NOTE**

**JOSE BARBETA BOGGIANI**  
ABOGADO EN LEY DE LIMA  
Av. El... 128 - Lima 0  
Telf. 358-2323 telefax 358-2322

Lima, June 14, 2000

USD311,200.00 (THREE HUNDRED ELEVEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS)

VALUE DATE: June 14, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **THREE HUNDRED ELEVEN THOUSAND TWO HUNDRED AND 00/100 U.S. Dollars (USD311,200.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **9.306%** annual for the period since **June 14, 2000** to **December 11, 2000 (180 days)**. Interest shall be computed on the basis of a year of **360 days** and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

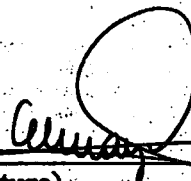
This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

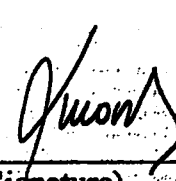
This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**.

**NUEVO MUNDO HOLDING S.A.**

**ELSA HUARCAYA**  
(Name)

**LILIAN MOORE**  
(Name)

  
(Signature)

  
(Signature)

**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

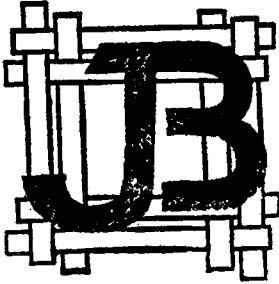
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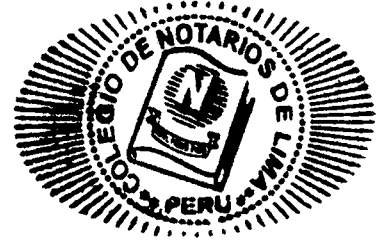
u 71

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA. DE LO QUE DOY FE. =====  
LIMA, 21 DE MAYO DEL 2001. =====**



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



**CANCELADO**

Lima, June 14, 2000

USD311,200.00 (THREE HUNDRED ELEVEN THOUSAND TWO HUNDRED AND 00/100 DOLLARS)

VALUE DATE: June 14, 2000

For value received, the undersigned, **Nuevo Mundo Holding S.A.**, Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, the sum of **THREE HUNDRED ELEVEN THOUSAND TWO HUNDRED AND 00/100 U.S. Dollars (USD311,200.00)**, and without deduction for and free of any taxes, impost, levies, duties or withholdings present or future of any nature, at **COMPAGNIE BANCAIRE DES ANTILLES N.V.**, Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of **9.306%** annual for the period since **June 14, 2000 to December 11, 2000 (180 days)**. Interest shall be computed on the basis of a year of **360 days** and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event **Nuevo Mundo Holding S.A.** fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.


This Promissory Note shall exclusively be governed by **Netherlands Antilles law**. Place of performance and place of execution proceedings shall be **Curaçao** and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of **Curaçao**.

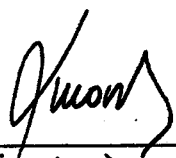
This Promissory Note shall be held under the custody and control of **CBA COMPAGNIE BANCAIRE DES ANTILLES N.V.**, unless otherwise agreed by both parties, or in the event of default by **Nuevo Mundo Holding S.A.**

**NUEVO MUNDO HOLDING S.A.**

**ELSA HUARCAYA**  
(Name)

**LILIAN MOORE**  
(Name)

  
\_\_\_\_\_  
(Signature)

  
\_\_\_\_\_  
(Signature)

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

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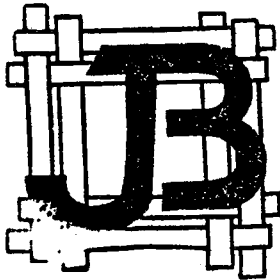
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JOSE BARRETO BOGGIANO  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-232

CERTIFICO: Que la copia fotostática  
del ANVERSO es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



JOSE BARRETO BOGGIANO  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



Nuevo Mundo Holding  
Av. Paseo de la República 3033  
Lima 27, Peru

June 14, 2000

**Subject: Our Fixed Term Loan to Your Institution**

Gentlemen,

Following your request of June 12, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

**Amount:** US\$ 311'200.00 (Three hundred and eleven thousand two hundred United States Dollars 00/100)

**Draw-Down:** June 14, 2000

**Repayment:** December 11, 2000

**Interest Rate:** 9.306% p.a.

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

**Overriding Events:** In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the cost to the Bank of making or maintaining amounts

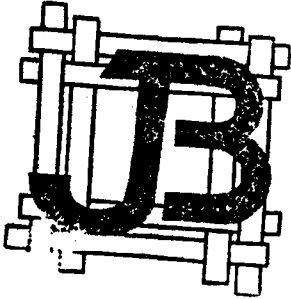
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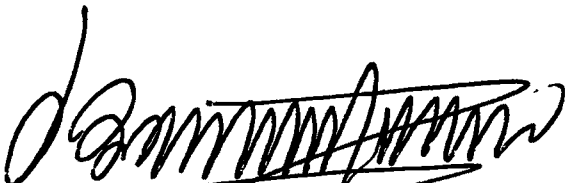
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**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2327

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



  
**JOSE BARRETO BOGGIANO**  
~~ABOGADO NOTARIO DE LIMA~~  
~~AV. EL ROSARIO No. 226~~  
LIMA 08





available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

**Event of Default:** Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

**LEGALIZACION DE FOTOCOPIA**

Page 2 of 4

Art. 110 y 111 Ley del Notariado

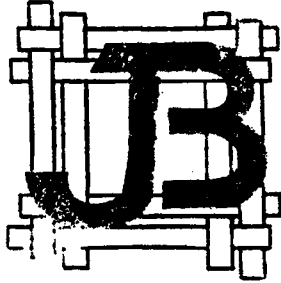
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**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2327

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





d) Under such laws as shall be controlling with respect to the Borrower, the Borrower shall make an assignment for the benefit of his creditors or shall make or seek to make a composition or other arrangements with its creditors, or a petition or applications to any court of tribunal is made for a receiver or trustee for the Borrower or any order or resolution is petitioned, made or passed for the readjustment of the Borrower's debit, his liquidation or winding up. The Borrower undertakes to notify the Bank as soon as he becomes aware that an Event of Default has occurred or is imminent.

**Indemnity:** The Borrower shall indemnify the Bank against any loss or expenses, including legal fees, which the Bank may sustain or incur as a consequence of any default in payment of the principal amount of the Loan, interest thereon or any amount due under this Loan Agreement.

**Assignment:** The Borrower shall not be entitled to assign all or any part of his rights under this Loan Agreement without the prior written consent of the Bank. The Bank may at any time assign all or any part of his rights hereunder.

**Governing Law:** This Loan Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Netherlands Antilles. Any disputes hereunder will be exclusively brought before the competent courts of Curaçao, Netherlands Antilles.

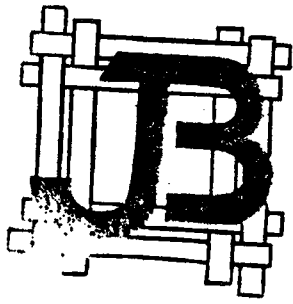
**LEGALIZACION DE FOTOCOPIA**  
Page 3 of 4  
Art. 110 y 111 Ley del Notariado

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[Handwritten signatures]

**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-0002

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 228  
LIMA 08





Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,

**Arno Büsser**  
*Chief Executive Officer*

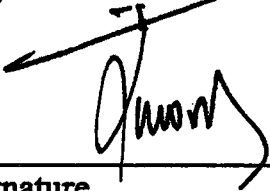
**Waison Lam**  
*Comptroller*

We herewith agree with the contents of and to be bound by this Loan Agreement.

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Signature

**LEGALIZACION DE FOTOCOPIA**  
Page 4 of 4  
**Art. 110 y 111 Ley del Notariado**

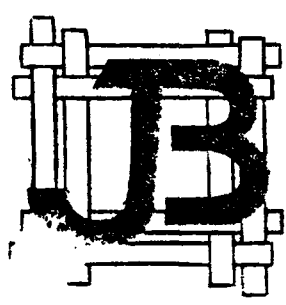
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**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-7292

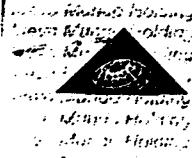
**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08





# Holding Nuevo Mundo PROMISSORY NOTE

JOSE BARRERA BOGGIANO  
ABOGADO - LIMA  
Av. El Rosario 220-222 - Lima 08  
Telf. 358-2328 - Telefax 358-2322

Lima, November 01, 2000

USD148,100.00 (One hundred forty eight thousand one hundred and 00/100 Dollars)

VALUE DATE: November 01, 2000

For value received, the undersigned, Nuevo Mundo Holding S.A., Lima, Perú, hereby unconditionally and irrevocably promises to pay to the order of CBA COMPAGNIE BANCAIRE DES ANTILLES N.V., the sum of One hundred forty eight thousand one hundred and 00/100 U.S. Dollars (USD148,100.00), and without deduction for and free of any taxes, impost, levies, duties or withholdin/gs present or future of any nature, at COMPAGNIE BANCAIRE DES ANTILLES N.V., Gaitoweg 35, P.O. Box 4729, Curaçao, Netherlands Antilles.

This Promissory Note shall pay interest at the rate of 8.668% annual for the period since November 01, 2000 to December 01, 2000 (30 days). Interest shall be computed on the basis of a year of 360 days and paid for the actual number of days elapsed. Interest shall accrue from and including the first day of the interest period but excluding the last day, and shall be payable on the last day of that interest period.

In the event Nuevo Mundo Holding S.A. fails to make full payment on this Promissory Note on its due date, this Promissory Note shall bear interest from the date of such default and until the total payment at the interest rate above.

This Promissory Note shall exclusively be governed by Netherlands Antilles law. Place of performance and place of execution proceedings shall be Curaçao and the exclusively place of jurisdiction for all kinds of judicial proceedings shall be the courts of Curaçao.

This Promissory Note shall be held under the custody and control of CBA COMPAGNIE BANCAIRE DES ANTILLES N.V., unless otherwise agreed by both parties, or in the event of default by Nuevo Mundo Holding S.A.

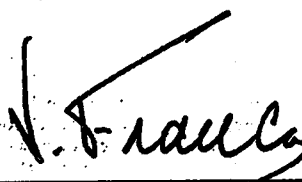
**NUEVO MUNDO HOLDING S.A.**

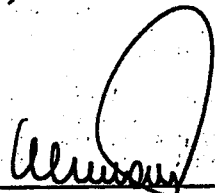
VITALY FRANCO

ELSA HUARCAYA

(Name)

(Name)





(Signature)

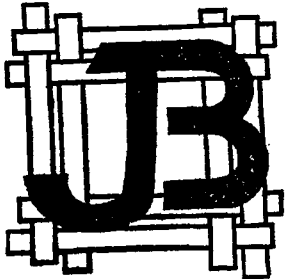
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**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

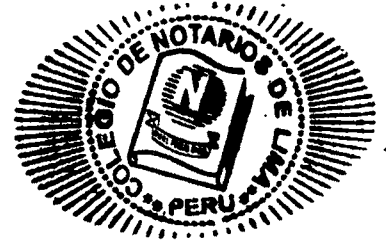
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**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO: QUE LA PRESENTE COPIA FOTOSTATICA ES IGUAL AL  
DOCUMENTO QUE HE TENIDO A LA VISTA.- DE LO QUE DOY FE.- =====  
LIMA, 21 DE MAYO DEL 2001.- =====**



*Jose Barreto Boggiano*  
**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



Nuevo Mundo Holding  
Av. Paseo de la República 3033  
Lima 27, Peru

November 02, 2000

**Subject: Our Fixed Term Loan to Your Institution**

Gentlemen,

Following your request of October 30, 2000 we (the "Bank") are pleased to confirm that we are willing to grant to you (the "Borrower") the following fixed term loan (the "Loan") on the basis of this agreement (the "Loan Agreement").

**Amount:** US\$ 148'100.00 (One hundred and forty eight thousand one hundred 00/100 United States Dollars )

**Draw-Down:** November 01, 2000 ✓

**Repayment:** December 01, 2000 ✓

**Interest Rate:** 8.668% p.a. ✓

Interest shall be computed on the basis of a year of 360 days, and paid for the actual number of days (including the first day but excluding the last day) elapsed.

Principal amount, interest and costs are payable to us net of any deductions of withholding tax and/or other costs of whatever nature.

**Overriding Events:** In the event that any change in any applicable law or direction or the interpretation thereof by any authority charged with the administration thereof is to increase the cost to the Bank of making or maintaining amounts

1956

CBA Compagnie Bancaire des Antilles N.V.

Gaitoweg 35

P.O. Box 4729

Curacao - Netherlands Antilles

Telephone 599/9/736 67 60

Telephone 599/9/736 68 60

Fax 599/9/736 68 68

**LEGALIZACION DE FOTOCOPIA**

Art. 110 y 111 Ley del Notariado

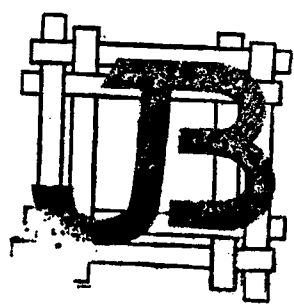
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**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté.- Doy fe. \_\_\_\_\_  
21 MAYO 2001  
Lima. \_\_\_\_\_



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08



available under the Loan Agreement or to reduce the amount of any payment of principal, interest or any moneys whatsoever receivable by the Bank, then the Borrower will pay to the Bank on demand such additional amounts as will compensate the Bank for such additional cost or reduction. Any additional payments under this clause will be computed from the effective date at which such additional cost have to be borne by the Bank. Notwithstanding any other provision herein, the Bank shall not be required to maintain the Loan hereunder in the event that any applicable law or governmental regulations or any change therein or in the interpretation hereof by any governmental authority charged with the administration hereof, shall make it unlawful for the Bank to maintain the Loan as contemplated by this Loan Agreement. In any such event, the Loan, if not yet made, shall not be available, and if outstanding shall become repayable in full upon the Bank's request. In any such event the Bank shall notify the Borrower as soon as possible that such an event has occurred.

**Event of Default:** Upon the occurrence of any of the events as specified in the Bank's General Terms and Conditions and as particularly specified below (each such event an "Event of Default") the Bank shall be entitled to cancel any outstanding commitment and declare the Loan immediately due and payable together with all interest, costs, charges and expenses accrued thereon:

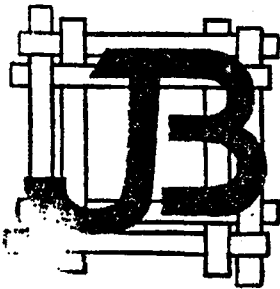
- a) The Borrower shall fail to pay when due the principal of or any interest on the Loan or any other amount payable under this Loan Agreement.
- b) The Borrower is in breach of any of the terms and conditions of this Loan Agreement.
- c) There shall be a material adverse change in the condition, financial or otherwise, of the Borrower.

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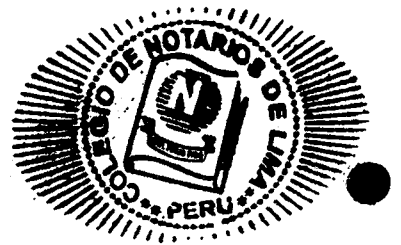
**JOSE BARRETO BOGGIANO**  
ABOGADO - NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-

**CERTIFICO:** Que la copia fotostática  
del **ANVERSO** es idéntica a su original  
que he tenido a la vista, con el cual la  
confronté.- Doy fe. \_\_\_\_\_

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO N°. 226  
LIMA 08



Please indicate your agreement with the aforementioned terms and conditions by signing and returning to us the enclosed copy of this Loan Agreement.

Sincerely yours,



Arno Büsler  
*Chief Executive Officer*

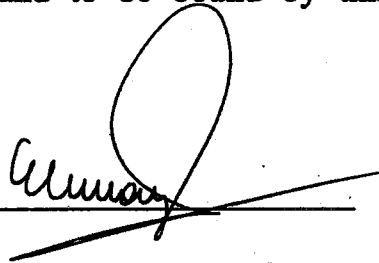


Waison Lam  
*Comptroller*

We herewith agree with the contents of and to be bound by this Loan Agreement.

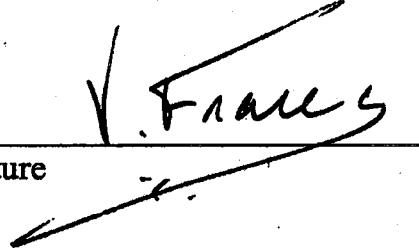
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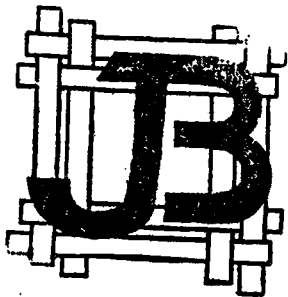
Page 4 of 4  
**LEGALIZACION DE FOTOCOPIA**  
Art. 110 y 111 Ley del Notariado

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COLEGIO DE NOTARIOS  
ABOGADO NOTARIO DE LIMA  
Av. El Rosario 226-228 - Lima 08  
Telf. 358-2323 - Telefax 358-2322

**CERTIFICO:** Que la copia fotostática del ANVERSO es idéntica a su original que he tenido a la vista, con el cual la confronté. - Doy fe.

Lima, 21 MAYO 2001



**JOSE BARRETO BOGGIANO**  
ABOGADO NOTARIO DE LIMA  
AV. EL ROSARIO No. 226  
LIMA 08

