



NOTARIA
VIGÉSIMA QUINTA
QUITO

DR. FELIPE ITURRALDE DÁVALOS

NOTARIO



PROTOCOLIZACION No. 0042

DEL PODER ESPECIAL OTORGADO, EN IDIOMA INGLES, POR LA
COMPAÑÍA EN GERMANY HOLDINGS B.V. A FAVOR DE JORGE EDUARDO
YEPEZ LUCERO, DEBIDAMENTE APOSTILLADO, Y OTROS
DOCUMENTOS.

CUANTIA:

INDETERMINADA

Quito, a 12 de febrero del 2010

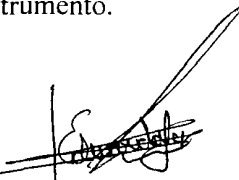
Di: 03 copias

Señor Notario:

En el registro de escrituras públicas a su cargo, sírvase protocolizar los siguientes documentos:

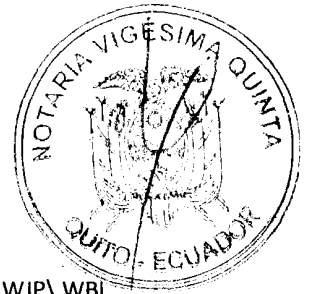
Poder Especial otorgado por la compañía EN GERMANY HOLDINGS B.V. a favor de Jorge Eduardo Yépez Lucero; y, documentos habilitantes debidamente apostillados conforme a la Convención de La Haya.

Usted señor Notario, se servirá agregar las demás cláusulas de estilo para la validez de este instrumento.



Dr. Jorge Yépez Lucero
ABOGADO MAT. 5187 C.A.P.

3 copias



Reference number: 20091545.01\WJP\ WBL

I, Anna Katarina Polhuis, candidate civil-law notary, hereinafter referred to as "civil-law notary", acting as substitute of Hendrik Willem Jan Matthijs Poldermans, civil-law notary, practising in Amsterdam, have been requested by **EN Germany Holdings B.V.**, a private company with limited liability ('besloten vennootschap met beperkte aansprakelijkheid'), having its corporate seat in Amsterdam, and offices at Prins Bernhardplein 200, 1097 JB Amsterdam, registered with the Trade Register of the Amsterdam Chamber of Commerce under number 34307557 (the '**Company**') to confirm:

(a) the authenticity of the signatures of:

1. **Stephen Philip Jones**, born in Manchester (Great Britain) on the fifth day of April nineteen hundred fifty-eight ('**Jones**'), acting in his capacity as Director A of the Company; and
2. **Marianne Wilhelmina Winter**, born in Zaanstad on the tenth day of January nineteen hundred seventy-six ('**Winter**'), acting in her capacity as Director B of the Company;

(b) the power of Jones and Winter to represent the Company in issuing the attached Power of Attorney as of 17 December 2009, which is prepared in both English and Spanish ('**Power of Attorney**').

For the purposes of this confirmation I have examined and relied upon the following documents:

- A. The Power of Attorney;
- B. An extract from the Trade Register of the Chamber of Commerce, dated 18 December 2009, which is, jointly with a free English translation thereof, attached to this document;

ALGEMENE VOORWAARDEN VAN BOEKEL DE NERÉE N.V.

1. Boekel De Nerée N.V. is een naamloze vennootschap die tot doel heeft de uitoefening van de rechtspraktijk, daaronder begrepen de advocatuur en het notariaat. De vennootschap is gevestigd te Amsterdam. Op verzoek wordt een lijst toegezonden van de personen die door middel van hun vennootschappen aandelen in Boekel De Nerée N.V. houden en die ook wel met de term 'partners' worden aangeduid.
2. Deze algemene voorwaarden zijn van toepassing op alle door Boekel De Nerée N.V. aanvaarde opdrachten, eventuele vervolgoopdrachten en alle overige werkzaamheden.
3. Alle opdrachten worden met terzijdestelling van art. 7:404 BW en art. 7:407 lid 2 BW uitsluitend aanvaard en uitgevoerd door Boekel De Nerée N.V., ook indien het de (stiltzwijgende) bedoeling is dat een opdracht door een bepaalde persoon wordt uitgevoerd.
4. Tenzij schriftelijk anders is overeengekomen, zal het honorarium worden vastgesteld aan de hand van de gewerkte uren vermenigvuldigd met de toepasselijke tarieven zoals die door Boekel De Nerée N.V. periodiek zullen worden vastgesteld.
5. Iedere aansprakelijkheid van Boekel De Nerée N.V. is beperkt tot het bedrag dat in het desbetreffende geval onder de beroepsaansprakelijkheidsverzekering wordt uitbetaald, vermeerderd met het bedrag van het eigen risico dat volgens de polisvoorwaarden niet ten laste van de verzekeraar komt.
6. Indien en voor zover om welke reden dan ook krachtens bedoelde beroepsaansprakelijkheidsverzekering geen uitkering plaatsvindt, is de hiervoor bedoelde aansprakelijkheid beperkt tot EURO 250.000 of, indien het door Boekel De Nerée N.V. voor de uitvoering van de desbetreffende opdracht in rekening gebrachte honorarium hoger is, tot het bedrag van dat honorarium met een maximum van EURO 500.000.
7. De keuze van door Boekel De Nerée N.V. in te schakelen derden zal, waar mogelijk, geschieden in overleg met de opdrachtgever met inachtneming van de nodige zorgvuldigheid. Boekel De Nerée N.V. is niet aansprakelijk voor tekortkomingen van deze derden. De opdrachtgever machtigt Boekel De Nerée N.V. eventuele door derden bedongen aansprakelijkheidsbeperkingen namens hem te aanvaarden.
8. De uitvoering van de verstrekte opdracht geschiedt uitsluitend ten behoeve van de opdrachtgever. Derden kunnen aan de inhoud van de verrichte werkzaamheden geen rechten ontleenen.
9. Indien de opdrachtgever de inhoud van de door Boekel De Nerée N.V. voor hem verrichte werkzaamheden aan derden verstrekt, is de opdrachtgever jegens Boekel De Nerée N.V. gehouden die derde erop te wijzen dat die werkzaamheden worden verricht onder toepasselijkheid van deze algemene voorwaarden. Indien een derde van de inhoud van die werkzaamheden op enigerlei wijze gebruik maakt, is die derde aan de inhoud van deze algemene voorwaarden gebonden.
10. Deze algemene voorwaarden zijn mede bedongen ten behoeve van al diegenen die namens Boekel De Nerée N.V. bij de uitvoering van de opdracht betrokken zijn.
11. Deze voorwaarden bestaan ook in de Engelse en Duitse taal. In geval van verschil tussen die teksten en de Nederlandse tekst, is deze laatste bindend.
12. De overeenkomst tussen de opdrachtgever en Boekel De Nerée N.V. is onderworpen aan Nederlands recht. Eventuele geschillen zullen uitsluitend worden beslecht door de bevoegde rechter te Amsterdam.

GENERAL CONDITIONS OF BOEKEL DE NERÉE N.V.

1. Boekel De Nerée N.V. is a limited liability company, incorporated under the laws of the Netherlands whose purpose is to offer professional services as advocaten and civil-law notaries (notarissen). Boekel De Nerée N.V. has its registered office in Amsterdam. A list of the persons who by means of their companies own shares in Boekel De Nerée N.V. - and are also called 'partners' - will be provided on request.
2. These general conditions apply to all services performed or to be performed by Boekel De Nerée N.V.
3. Instructions to Boekel De Nerée N.V. or to any of the partners and/or employees constitute instructions accepted and carried out exclusively by Boekel De Nerée N.V. The applicability of Article 7:404 Dutch Civil Code, which addresses the last mentioned case, and Article 7:407 paragraph 2 Dutch Civil Code, which creates joint and several liability in the event that an instruction is given to two or more persons, is excluded. This shall also apply if the instructions were explicitly or implicitly intended for a particular person.
4. Unless otherwise agreed in writing, the fee will be calculated on the basis of the hours worked multiplied by the applicable rates as periodically fixed by Boekel De Nerée N.V.
5. Any liability of Boekel De Nerée N.V. in any matter is limited to the amount, which is paid out under Boekel De Nerée N.V.'s professional liability insurance in the matter concerned, including the deductible, which Boekel De Nerée N.V. carries pursuant to the insurance policy.
6. If and to the extent that and for whatever reason, no compensation is paid under the professional liability insurance, all liability is limited to EURO 250,000 or, if the fees charged by Boekel De Nerée N.V. for the performance of the relevant matter exceed EURO 250,000, then the maximum liability is the amount of the fees actually charged, with a maximum of EURO 500,000.
7. The choice of Boekel De Nerée N.V. of third parties to be instructed shall be made with due care and, if possible, after consultation with the client. Boekel De Nerée N.V. shall not be liable for any default or failings of such third parties. The client authorizes Boekel De Nerée N.V. to accept any limitation of liability stipulated by third parties.
8. Boekel De Nerée N.V.'s services shall be exclusively for the benefit of the client. The contents of our services may not be used or relied on for any other purpose or by any person other than the client.
9. If the client discloses the contents of the services performed by Boekel De Nerée N.V. to any third party on its behalf, the client is obliged to inform such third party that the general conditions are applicable to these services. In the event that a third party wishes to make use in any way whatsoever of the services performed, such third party shall also be bound by these general conditions.
10. These general conditions have also been agreed for the benefit of all persons involved in performing the services on behalf of Boekel De Nerée N.V.
11. These general conditions have been translated into English and German. In the event of any difference between these texts, the Dutch text shall prevail.
12. The relationship between the client and Boekel De Nerée N.V. is subject to Dutch law. Any and all disputes will be settled exclusively by the competent court of Amsterdam, the Netherlands.
13. These general conditions have been deposited at the Court Registry of the District Court of Amsterdam and are available at www.boekeldeneree.com.



C. A copy of the Company's articles of association ('statuten').

In giving this confirmation I have not examined and not relied upon documents other than those referred to above and I have made the following assumptions:

1. I have assumed that the execution and delivery of the Power of Attorney by the Company and the execution and delivery of any and all agreements, deeds, instruments and other documents to be entered into by the Company on the basis of the Power of Attorney (if any) as well as the obligations arising from the Power of Attorney and any and all such agreements, deeds, instruments and documents (i) are and will be undertaken in good faith, (ii) are and will be of benefit to and in the corporate interest ('*vennootschappelijk belang*') of the Company and (iii) are and will be legal, valid, binding and enforceable on the Company according to the laws (other than the Laws of The Netherlands) by which the obligations are or are to be governed.
2. I have assumed that the execution and delivery of the Power of Attorney by the Company and the execution and delivery of any and all agreements, deeds, instruments and documents to be entered into by the Company on the basis of the Power of Attorney (if any) will not constitute a direct, indirect or qualitative conflict of interest ('*tegenstrijdig belang*') in respect of the Company with Speth, Jones, Wolthuis-Geeraedts and Winter.

Based on the documents referred to in A. B. and C. above and subject to the assumptions made above and the qualifications set out below and subject to any matters, documents or events not disclosed to one, I confirm:

1. The signatures endorsed on the Power of Attorney are the signatures of Jones and Winter; and
2. Jones and Winter are jointly authorized to represent the Company in issuing the attached Power of Attorney.

The qualifications to which this confirmation is subject are as follows:

- a. I have not made an independent verification or investigation of the factual matters set forth in the documents referred to in A. B. and C. above. I did not prepare and have not advised with respect to the Power of Attorney nor with respect to any agreements, deeds, instruments and other documents to be entered into by the Company on the basis of the Power of Attorney (if any). Moreover, the Power of Attorney is prepared in both English and Spanish and I do not understand the Spanish language.
- b. Enforcement of the Power of Attorney and of any and all agreements, deeds, instruments and other documents to be entered into by the Company on the basis of the Power of Attorney (if any) may be limited by bankruptcy, reorganization, insolvency, moratorium or other similar laws affecting generally the enforcement of creditors' rights (such as, but not limited to, the 'actio pauliana') and by general principles of good faith, reasonableness and fairness. The courts of The Netherlands may change the effects of a contractual obligation on the basis of abuse of authority ('*misbruik van bevoegdheid*'). Moreover, enforcement of the Power of Attorney and of any and all agreements, deeds, instruments and other documents to be entered into by the Company on the basis of the Power of Attorney (if any) may be subject to restrictions as a result of lack of consensus ad idem ('*wilsgebreken*') and the legal consequences thereof.
- c. This confirmation is confined solely to the laws of The Netherlands as in force at the date of this confirmation and I have made no investigation and no confirmation is expressed or implied as to the laws of another jurisdiction.
- d. This confirmation is given on the basis that it is governed by and construed in accordance with the laws of The Netherlands. Any disputes related to this confirmation shall be settled to the courts of The Netherlands only.
- e. Boekel De Nerée N.V. is a limited liability company, incorporated and is validly existing



under the laws of The Netherlands whose purpose is to offer professional services as attorney's-at-law ('advocaten') and civil-law notaries ('notarissen'). Boekel De Nerée N.V. has its registered office in Amsterdam. The General Conditions of Boekel De Nerée N.V., which contain a limitation of liability, are applicable. These conditions are printed at the reverse side of this document.

This confirmation is given on behalf of Boekel De Nerée N.V. In this confirmation the expression "I" should be construed accordingly. The provisions of articles 7:404 and 7:407 (2) of the Dutch Civil Code will not be applicable.

Signed in Amsterdam on 21 December 2009.



APOSTILLE

Convention de La Haye du 5 octobre 1961

1. Country: THE NETHERLANDS
This public document
2. Has been signed by: mr. A.K. Polhuis
3. Acting in the capacity of: candidate notary at
Amsterdam
4. Bears the seal/stamp of:
mr. H.W.J.M. Poldermans
Certified
5. At Amsterdam
6. On 22 december 2009
7. By the clerk of the Court of Amsterdam



043153

10. Signature
dhr. F. Wardenaar

POWER OF ATTORNEY

We, **EN GERMANY HOLDINGS B.V.**, a public limited company organized under the laws of Netherlands, being a shareholder in the capital of **Siemens Enterprise Communications S.A.**, with identification number 1792053048001, a company organized under the laws of Ecuador (the "Company"), hereby authorize:

Jorge Eduardo Yopez Lucero, Ecuadorian, Lawyer, enrolled with Identification Document 0400923256, with office at Av. Eloy Alfaro y Av. 6 de Diciembre, Edif Monasterio Plaza, of. 804, Quito – Ecuador.

As our proxy to represent us in our name, according to the Law "Ley de Compañías" of the Republic of Ecuador, to whom it grants the powers indicated below, for a period until June 30th, 2010. If the company will be sold to another shareholder before this date this proxy ceases latest upon closing, if not revoked before.

1. To represent legal, judicial and extrajudicial.
2. To execute all the legal acts and businesses that have effects in national territory
3. Answer the demands and to fulfill the obligations contracted.
4. To present judicial or extrajudicial demands against third parties, for the fulfillment of the contractual obligations
5. To represent in the Shareholders Meeting of the Company, to take part in the deliberation described in the attached Agenda, vote on any resolution, and, generally, to exercise at said meeting all those same powers and rights which the undersigned itself would exercise if it were an individual member present in person at said meeting and to do any act in connection with the representation hereby authorized which may be necessary or useful therefore

Signed in Amsterdam , this Decemberof 2009. ²

EN GERMANY HOLDINGS B.V



By: Stephen Jones
Title: Director A


winter

By: Marianne Winter
Title: Director B



CARTA-PODER

Nosotros, **EN GERMANY HOLDINGS B.V.**, una compañía de responsabilidad limitada, debidamente organizada bajo las leyes de los Países Bajos, como accionistas en el capital social de **Siemens Enterprise Communications S.A.**, bajo la cédula jurídica 1792053048001, (La "Compañía"), una compañía organizada bajo las leyes de Ecuador, a través del presente autorizamos a:

Jorge Eduardo Yépez Lucero, de nacionalidad ecuatoriana, de profesión abogado, identificado con la cédula de identidad N° 0400923256, domiciliado en la ciudad de Quito, en la Av. Eloy Alfaro y Av. 6 de Diciembre, Edif Monasterio Plaza, oficina 804.

Como nuestro apoderado para representarnos conforme a la Ley de Compañías de la República del Ecuador, a quien confiere los siguientes poderes, con plazo hasta el 30 de junio de 2010. Si la compañía se vende a otro accionista antes de esta fecha, este poder terminará de manera inmediata a menos que este sea revocado antes.

- 1- Representar legal, judicial y extrajudicialmente.
- 2- Realizar todos los actos jurídicos y de negocios que tienen efectos en territorio nacional.
- 3- Contestar demandas y cumplir con las obligaciones contratadas.
- 4- Presentar demandas judiciales y extrajudiciales, contra terceros para el cumplimiento de las obligaciones contractuales.
- 5- Representar en la Junta de Accionistas de la Compañía, para tomar parte en la deliberación conforme la agenda anexa, votar en cualquier resolución, y de forma general ejercitar en la reunión mencionada todos los mismos poderes y derechos que el representado hubiese ejercitado de haber estado presente en persona en la reunión mencionada y a efectuar cualquier acción que sea necesaria o útil en conexión con la representación otorgada y autorizada en el presente,.

Firmado en Amsterdam, el día Diciembre..... del 2009. ²

EN GERMANY HOLDINGS B.V

Jones

Por: Stephen Jones
Titulo: Director A

Winter

Por: Marianne Winter
Titulo: Director B

Dossiernummer: 34307557

Blad 00001

Uittreksel uit het handelsregister van de Kamers van Koophandel
Deze inschrijving valt onder het beheer van de Kamer van Koophandel voor
Amsterdam

Rechtspersoon:

Rechtsvorm	: Besloten vennootschap
Naam	: EN Germany Holdings B.V.
Statutaire zetel	: Amsterdam
Eerste inschrijving in het Handelsregister	: 28-07-2008
Akte van oprichting	: 25-07-2008
Akte laatste statutenwijziging	: 18-02-2009
Maatschappelijk kapitaal	: EUR 90.000,00
Geplaatst kapitaal	: EUR 18.000,00
Gestort kapitaal	: EUR 18.000,00

Onderneming:

Handelsnaam(en)	: EN Germany Holdings B.V.
Adres	: Prins Bernhardplein 200, 1097JB Amsterdam
Telefoonnummer	: 020-5214777
Faxnummer	: 020-5214888
Datum vestiging	: 25-07-2008
Bedrijfsomschrijving	: Holding- en financieringsactiviteiten
Werkzame personen	: 0

Enig aandeelhouder:

Naam	: Enterprise Networks Holdings B.V.
Adres	: Prins Bernhardplein 200, 1097JB Amsterdam
Inschrijving handelsregister onder dossiernummer	: 34307546
Enig aandeelhouder sedert	: 25-07-2008

Bestuurder(s):

Naam	: Jones, Stephen Philip
Geboortedatum en -plaats	: 05-04-1958, Manchester, Verenigd Koninkrijk
Infunctietreding	: 18-02-2009
Titel	: Bestuurder A
Bevoegdheid	: Gezamenlijk bevoegd (met andere bestuurder(s), zie statuten)

18-12-2009

Blad 00002 volgt.



Dossiernummer: 34307557

Blad 00002

Naam	:Chouragui, David Robert
Geboortedatum en -plaats	:20-11-1979, Nice, Frankrijk
Infunctietreding	:18-02-2009
Titel	:Bestuurder A
Bevoegdheid	:Gezamenlijk bevoegd (met andere bestuurder(s), zie statuten)

Naam	:Wolthuis-Geeraedts, Nicole Josephina Johannes Maria
Geboortedatum en -plaats	:26-06-1970, Venlo
Infunctietreding	:18-02-2009
Titel	:Bestuurder B
Bevoegdheid	:Gezamenlijk bevoegd (met andere bestuurder(s), zie statuten)

Naam	:Winter, Marianne Wilhelmina
Geboortedatum en -plaats	:10-01-1976, Zaanstad
Infunctietreding	:18-02-2009
Titel	:Bestuurder B
Bevoegdheid	:Gezamenlijk bevoegd (met andere bestuurder(s), zie statuten)

Gevolmachtigde(n) :

Naam	:Intertrust (Netherlands) B.V.
Adres	:Prins Bernhardplein 200, 1097JB Amsterdam
Inschrijving handelsregister onder dossiernummer	:33144202
Infunctietreding	:12-11-2008
Titel	:Procuratiehouder
Bevoegdheid	:Voor inhoud volmacht raadpleeg dossier

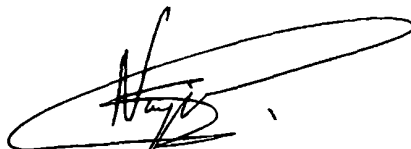
Alleen geldig indien door de kamer voorzien van een ondertekening.

ossiernummer: 34307557

Blad 00003

Amsterdam, 18-12-2009
Uittreksel is vervaardigd om 15.20 uur

Voor uittreksel

A handwritten signature in black ink, consisting of a large, stylized 'S' followed by a smaller 'n' and 'j', with a horizontal line extending to the right.

N. Snijders
plv. Algemeen Directeur



number: 34307557 Page 00001

Dutch translation of an extract from the trade register of the Chambers of Commerce. This registration is administrated by the Chamber of Commerce for Amsterdam

Legal person:
Legal form :Besloten Vennootschap (Private Limited Liability Company)
Statutory seat :EN Germany Holdings B.V.
First registration in the :Amsterdam
Trade register :28-07-2008
Incorporation deed :25-07-2008
Date of latest amendment of :18-02-2009
Articles :EUR 90.000,00
Authorized capital :EUR 18.000,00
Issued capital :EUR 18.000,00
Paid up capital :EUR 18.000,00

Undertaking:
Trade name(s) :EN Germany Holdings B.V.
Address :Prins Bernhardplein 200, 1097JB Amsterdam
Telephone number :020-5214777
Tax number :020-5214888
Date of establishment :25-07-2008
Description of business :See Dutch extract
Conducted :0
Employees :0

Single shareholder:
Name :Enterprise Networks Holdings B.V.
Address :Prins Bernhardplein 200, 1097JB Amsterdam
Registration trade register :34307546
under file number :25-07-2008
Single shareholder since :25-07-2008

Director(s):
Name :Jones, Stephen Philip
Date and place of birth :05-04-1958, Manchester, United Kingdom
Date of entry into office :18-02-2009
Title :Bestuurder A
Powers :Authorised jointly (with other director(s), ...
18-12-2009 Page 00002 follows.

File number: 34307557

Page 00002

see articles)

Name :Chouraqui, David Robert

Date and place of birth :20-11-1979, Nice, France

Date of entry into office :18-02-2009

Title :Bestuurder A

Powers :Authorised jointly (with other director(s), ...
see articles)

Name :Wolthuis-Geeraedts, Nicole Josephina Johannes .
Maria

Date and place of birth :26-06-1970, Venlo

Date of entry into office :18-02-2009

Title :Bestuurder B

Powers :Authorised jointly (with other director(s), ...
see articles)

Name :Winter, Marianne Wilhelmina

Date and place of birth :10-01-1976, Zaanstad

Date of entry into office :18-02-2009

Title :Bestuurder B

Powers :Authorised jointly (with other director(s), ...
see articles)

Authorized signatory(signatories):

Name :Intertrust (Netherlands) B.V.

Address :Prins Bernhardplein 200, 1097JB Amsterdam

Registration trade register
under file number :33144202

Date of entry into office :12-11-2008

Title :Procuratiehouder

Powers :See Dutch extract

Issued by the chamber of commerce



File number: 34307557

Page 00003

Amsterdam, 18-12-2009
Extract has been produced at 15.20

For extract

A handwritten signature in black ink, consisting of a stylized, cursive script that appears to read "N. Snijders". The signature is enclosed within a large, horizontal oval shape.

N. Snijders
plv. Algemeen Directeur

DR. FELIPE ITURRALDE DÁVALOS

NOTARIO



NOTARIA
VIGÉSIMA QUINTA
QUITO

RAZON DE PROTOCOLIZACION: A petición del Doctor Jorge Yépez Lucero, Abogado con matrícula profesional número cinco mil ciento ochenta y siete del Colegio de Abogados de Pichincha, en esta fecha y en ocho (08) fojas útiles, protocolizo en el Registro de Escrituras Públicas de la Notaría Vigésima Quinta del Cantón Quito, cuyo protocolo se halla actualmente a mi cargo, DEL PODER ESPECIAL OTORGADO, EN IDIOMA INGLES, POR LA COMPAÑIA EN GERMANY HOLDINGS B.V. A FAVOR DE JORGE EDUARDO YEPEZ LUCERO, DEBIDAMENTE APOSTILLADO Y OTROS DOCUMENTOS.- Quito, a doce de febrero del dos mil diez.

DR. FELIPE ITURRALDE DÁVALOS
NOTARIO VIGÉSIMO QUINTO DEL CANTÓN QUITO

Se protocolizó ante mi doctor FELIPE ITURRALDE DAVALOS, Notario Vigésimo Quinto del cantón Quito, cuyo protocolo se encuentra actualmente a mi cargo, en fe de ello confiero esta **PRIMERA COPIA CERTIFICADA**, debidamente firmada y sellada en Quito, a diez y siete de febrero del dos mil diez.

DR. FELIPE ITURRALDE DAVALOS
NOTARIO VIGÉSIMO QUINTO DEL CANTÓN QUITO

