

SECRETARY OF STATE



CERTIFICATE OF EXISTENCE WITH STATUS IN GOOD STANDING

I, BARBARA K. CEGAVSKE, the duly elected and qualified Nevada Secretary of State, do hereby certify that I am, by the laws of said State, the custodian of the records relating to filings by corporations, non-profit corporations, corporation soles, limited-liability companies, limited partnerships, limited-liability partnerships and business trusts pursuant to Title 7 of the Nevada Revised Statutes which are either presently in a status of good standing or were in good standing for a time period subsequent of 1976 and am the proper officer to execute this certificate.

I further certify that the records of the Nevada Secretary of State, at the date of this certificate, evidence, **SIA PRODUCTS LLC**, as a limited liability company duly organized under the laws of Nevada and existing under and by virtue of the laws of the State of Nevada since May 7, 2010, and is in good standing in this state.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Great Seal of State, at my office on December 30, 2015.

Barbara K. Cegavske

BARBARA K. CEGAVSKE
Secretary of State

Certified By: Raphael Alves
Certificate Number: C20151229-2028
You may verify this certificate
online at <http://www.nvsos.gov/>

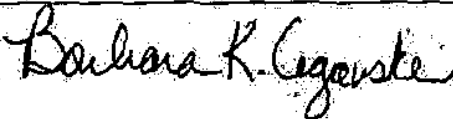


Secretary of State State of Nevada

STATE OF NEVADA



OFFICE OF THE
SECRETARY OF STATE

Apostille			
(Convention de La Haye du 5 octobre 1954)			
1. Country Pays / País:	United States of America		
This public document <i>Le présent acte public / El presente documento público</i>			
2. has been signed by a été signé par ha sido firmado por	BARBARA K. CEGAVSKE		
3. acting in the capacity of agissant en qualité de quien actúa en calidad de	NEVADA SECRETARY OF STATE		
4. bears the seal/stamp of est revêtu du sceau / timbre de y está revestido del sello / timbre de	STATE OF NEVADA		
CERTIFIED Attesté / Certificado			
5. at à / en	Carson City, Nevada, U.S.A.		
6. the le / el día	THIRTIETH DAY OF DECEMBER, 2015		
7. by par / por	Barbara K. Cegavske, Secretary of State, State of Nevada, U.S.A.		
8. Number sous no bajo el número	2016/015/RA		
9. Seal/Stamp: Sceau / timbre; Sello / timbre:		10. Signature: Signature: Firma:	 Barbara K. Cegavske Secretary of State

This Apostille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears.
This Apostille does not certify the content of the document for which it was issued.
This Apostille is not valid for use anywhere within United States of America, its territories or possessions.

Cette Apostille atteste uniquement la véracité de la signature, la qualité en laquelle le signataire de l'acte a agi et, le cas échéant, l'identité du sceau ou timbre dont cet acte public est revêtu.
Cette Apostille ne certifie pas le contenu de l'acte pour lequel elle a été émise.
L'utilisation de cette Apostille n'est pas valable en / au Etats-Unis d'Amérique, ses territoires ou possessions.

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Esta Apostilla no certifica el contenido del documento para el cual se expidió.
No es válido el uso de esta Apostilla en los Estados Unidos de América, sus territorios o posesiones.

TRADUCCION

SECRETARIA DE ESTADO

ESTADO DE NEVADA

APOSTILLE

(Acuerdo de La Haya del 5 de octubre de 1961)



1. País: *Estados Unidos de América*

Este documento público

2. ha sido firmado por Barbara K. Cegavske

3. actuando en calidad de SECRETARIA DE ESTADO DE NEVADA

4. lleva el sello/timbre del ESTADO DE NEVADA

CERTIFICADO

5. en *Carson City, Nevada, E.U.A.*

6. el día treinta de diciembre de 2015

7. por BARBARA K. CEGAVSKE, la Secretaria de Estado, Estado de Nevada, E.U.A.

8. No. 2016/015/RA

9. Sello/Timbre que dice: GRAN SELLO DEL ESTADO DE NEVADA

10. Firma:

(fdo. ilegible)

BARBARA K. CEGAVSKE
Secretaria de Estado

Esta Apostilla certifica únicamente la autenticidad de la firma, la calidad en que el signatario del documento haya actuado y, en su caso, la identidad del sello o timbre del que el documento público este revestido.

Esta Apostilla no certifica el contenido del documento para el cual se expidió.

No es válido el uso de esta Apostilla en los Estados Unidos de América, sus territorios o posesiones.

La suscrita traductora certifica que lo anterior es una traducción fiel del documento en inglés.
Panamá, 5 de enero de 2016

Leticia Gutzmer Cruz
Leticia Gutzmer Cruz
Traductor Público Autorizado
Resolución No. 83-14 de Junio de 1985
Ministerio de Gobierno y Justicia



TRADUCCION

SECRETARIA DE ESTADO

ESTADO DE NEVADA

CERTIFICADO DE EXISTENCIA
CON ESTATUS DE A PAZ Y SALVO

Yo, BARBARA K. CEGAVSKE, siendo la Secretaria de Estado de Nevada debidamente electa y habilitada por la presente certifico que, conforme a las leyes de dicho Estado, soy la custodio de los registros relacionados con las inscripciones de las sociedades anónimas, sociedades sin fines de lucro, sociedad dirigida por órgano unipersonal, sociedades de responsabilidad limitada, sociedades comanditas limitadas, sociedades comanditas de responsabilidad limitada, y fideicomisos comerciales conforme al Título 7 de la Ley de Nevada, Revisada, las cuales actualmente están a paz y salvo o estuvieron a paz y salvo por un tiempo después de 1976, y soy la oficial apropiada para ejecutar la presente certificación.

Certifico además que los registros del Secretario de Estado de Nevada, en la fecha de la presente certificación, evidencian que SIA PRODUCTS LLC, una sociedad de responsabilidad limitada debidamente organizada conforme a las leyes de Nevada y existente conforme a, y en virtud de las leyes del Estado de Nevada desde el 7 de mayo de 2010, se encuentra a paz y salvo en este estado.

EN TESTIMONIO DE LO CUAL he suscrito mi firma y el Gran Sello de Estado, en mi despacho el 30 de diciembre de 2015.

(Firmado) ilegible
BARBARA K. CEGAVSKE
Secretaria de Estado
/sello/

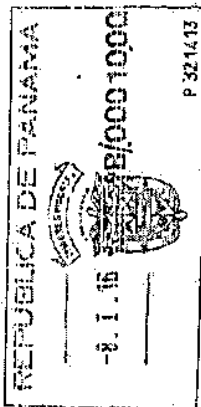
Certificado por: Raphael Alves

Certificado número: C20151229-2028

Puede verificar este certificado en línea en <http://www.nvsos.gov/>

La suscrita traductora certifica que lo anterior es una traducción fiel del documento en inglés.
Panamá, 5 de enero de 2016.

Leticia Gutzmer Cruz
Traductor Público Autorizado
Resolución No. 83-14 de Junio de 1985
Ministerio de Gobierno y Justicia



El suscrito, VICTOR MANUEL ALDANA APARICIO, Notario Público,
Octavo del Circuito de Panamá, con Cédula de identificación personal N° 4-107-627

CERTIFICADO:

Que el presente escrito ha sido presentado, personalmente ante
el por su(s) firmante(s), por consecuencia, dicha(s) firma(s) es
auténtica.

08 ENE 2016

Panamá,

[Signature]
VICTOR MANUEL ALDANA APARICIO
Notario Público Octavo del Circuito de Panamá



APOSTILLE

Convention de La Haye du 5 octobre 1961

1. País: PANAMÁ

El presente documento Público

2. Ha sido firmado por *V. Aldana*

3. quién actúa en calidad de: *Notario*

4. y está revestido del sello/timbre de:

CERTIFICADO

5. EN PANAMÁ

6. el **08 ENE 2016**

7. por DIRECCIÓN ADMINISTRATIVA

8. Bajo el número: *2016-1113*

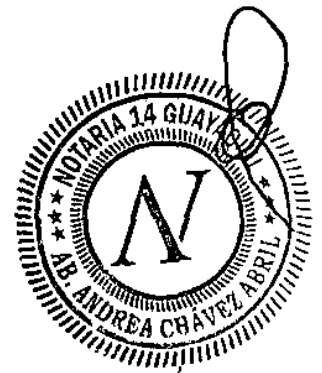
9. Sello/timbre *10 Firma* *[Signature]*



Esta Autorización no
implica responsabilidad
en cuanto al contenido
del documento.



LIMITED LIABILITY COMPANY AGREEMENT
OF
SIA PRODUCTS LLC



LIMITED LIABILITY COMPANY AGREEMENT

OF

SIA PRODUCTS LLC

The undersigned, sole member of **SIA PRODUCTS LLC**, a limited liability company formed pursuant to and in accordance with the Limited Liability Company Act of the State of Nevada, hereby agrees as follows:

1. **Name.** The name of the Limited Liability Company formed hereby is **SIA PRODUCTS LLC**.
2. **Term.** The term of the Company shall continue forever unless dissolved before such time in accordance with the Nevada Limited Liability Company Law (NLLCL) and article eight of this Agreement.
3. **Purpose.** The Company is formed for the purpose of engaging in any lawful act or activity that limited liability companies may be formed under the NLLCL and engaging in any and all activities necessary or incidental to the foregoing.
4. **Registered Office.** The registered office is to be located at:

Corporate Creations Network Inc.
8275 South Eastern Avenue #200
Las Vegas, NV 89123

5. **Members.** As used herein, the term "Member" shall mean any individual or entity who executes this Agreement and who is listed on the attached Schedule A as a member of the Company. The name, and business, residence, or mailing address of the Member is listed on attached schedule A.
6. **Management.** Management of the Company shall be vested in its manager, **EUCLIDES JUVENAL PALACIOS PALACIOS**. Manager shall have power to do any and all acts necessary or convenient to further the business of the company, including, but not limited to, acting as a signatory on bank accounts and banking transactions, entering into contracts with third parties on behalf of the company, and issuing Powers of Attorney's to third parties to transact Company business. The member(s) shall have the power to remove any directors, officers, managers and/or agents of the Company for or without cause.
7. **Issuance of Units.**
 - (a) A "unit" means an interest in the Company representing a fractional part of the interests of all Member(s) equal to the quotient of one (1) divided by the total number of Units.

- (b) The Member(s) may issue additional units from time to time to existing or new Member(s). Units may be issued for any consideration, including, without limitation, cash or other property, tangible or intangible, received or to be received by the Company, or services rendered or to be rendered to the Company. At the time of authorization of the issuance of additional Units, the Member(s) shall state, by resolution, their determination of fair value to the Company in monetary terms of any consideration other than cash for which Units are to be issued.}
- (c) Unless the Member(s) otherwise determine by unanimous vote, Member(s) holding units shall have the preemptive right to subscribe for additional units, securities convertible or exchangeable into units, and options, warrants, and rights to purchase additional units. Upon any proposed issuance of such securities, the Member(s) shall give notice of the proposed issuance to the holders of units, and such holders shall have the right to subscribe for such securities for the cash purchase price stated in such notice on a *pro rata* basis, with the right to oversubscribe to any securities that would otherwise be unsubscribed because of the failure of one or more Member(s) to subscribe for their *pro rata* amount. Any securities remaining unsubscribed after 30 days from the date of such notice may be sold at a cash purchase price stated in such notice.
- (d) The Member(s) may decide whether such units may be represented by, and issued in, the form of certificates. Any certificates so issued will be reflected in the records of the company and each certificate will be signed and validated by at least one member of the company who shall be duly authorized and appointed by a majority of the members to execute and validate such certificates. Such certificates will contain the name of the company, the name of the holder of the certificate, the number of the certificate, and the quantity units held by the holder of the certificate. The quantity of units stated on the certificates shall reflect what percent or proportion of units the certificate represents of the total units in the company.
- (e) In the event the Company issues new units, the Member(s) then current proportions or percentages of their interests, which may result from the newly issued units, shall be reflected in the records of the Company. If the Company has issued certificates to its members, the Company shall issue new certificates reflecting the then current proportions or percentages of the holdings of each Member, which may result from the newly issued units, on the certificates.
8. **Dissolution and Winding Up.** The Company shall be dissolved and its affairs shall be wound up upon the earlier of:
- (i) The majority in interest of the Member(s) of the Company consent in writing to dissolve the Company:
- (ii) The bankruptcy, death, dissolution, expulsion, incapacity or withdrawal of the Member(s) specified in the operating agreement, unless within thirty (30) days after such event,



Company is continued either (1) by the vote or consent of all the specified Member(s) in the operating agreement, or if not specified, all the remaining Member(s) and (2) at all times during such thirty day period (30) there are no fewer than one (1) remaining Member(s).

(iii) A decree of judicial dissolution has been entered with respect to the Company under the NLLCL.

(b) Upon the dissolution of the Company, the Member(s) shall proceed without any unnecessary delay to wind up the Company's business, and to pay or make due provision for the payment of all debts, liabilities and obligations of the Company and to make distributions to Member(s) as provided herein. The Member(s) shall continue to share profits and losses during liquidation in the same proportions as before liquidation. Except as expressly provided herein, no Member(s) shall have any obligation whatsoever to restore any deficit balance in his capital account. Each Member(s) shall be furnished with a statement prepared by his Company's accountant, which shall set forth the assets and liabilities of the company as of the date of dissolution. The proceeds of liquidation shall be distributed, as realized, in the following order and priority:

(i) To creditors of the Company, including Member(s) who are creditors, to the extent otherwise permitted by laws in satisfaction of the liabilities of the Company (whether by payment or the making for reasonable provision of payment thereof), other than liabilities for which reasonable provision for payment has been made and liabilities for distributions to members; and

(ii) To Member(s) in accordance with the respective positive capital account balances of the members. Any Member(s) with a deficit in his capital account immediately prior to any liquidating distributions shall restore such deficit capital account balance to zero.

9. **Capital Contributions.** The Member(s) have contributed to the Company the following amounts, in the form of cash, property or services rendered, or a promissory note or other obligation to contribute cash or property or to render services as listed on Schedule B.

10. **Additional Contributions.** No Member is required to make any additional capital contributions the Company.

11. **Capital Accounts.**

(a) The company will maintain a separate capital account for each Member(s) and each member will be furnished with a statement of his capital account as of the close of each fiscal year of the Company.

(b) The capital account of each member will be equal to said Member(s) capital contributions to the Company increased by the profits of the Company allocated to said Member(s) and

decreased by the amount of any cash distributions and the fair market value of any property distributions made to said Member(s), and decreased by the losses allocated to said Member(s).

- (c) No interest will be paid by the Company to any Member(s) on any amount credited to his capital account.
- (d) In the event of a transfer of all or a portion of a Member(s) limited liability company interest in the Company pursuant to the provisions hereof, a separate capital account will be created for the transferee as of the effective date of such transfer, in which will be reflected the portion of the transferring Member(s) capital account transferred to the transferee, and the capital account of the transferring Member(s) will be correspondingly adjusted as of such date.

12. Allocation of Profits and Losses. The company's profits and losses shall be allocated in proportion to the respective percentage interests of the Member(s).

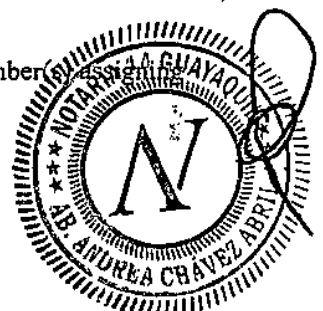
13. Distributions. Distributions shall be made to the Member(s) at the times and in the aggregate amounts as determined by the Member(s). Such distributions shall be allocated among the Member(s) in the same proportion as each Member(s) percentage interest.

14. Accounting.

- (a) The fiscal year of the Company shall be the calendar year.
- (b) Funds of the Company shall be deposited in its name in such bank account or accounts as may be designated by the Member(s).
- (c) The Member(s) shall keep, or cause to be kept, full and true books of account, in which each Company transaction shall be entered fully and accurately. Each Member(s) shall at all reasonable times have access thereto at the Company's principal place of business. The books shall be kept for an annual accounting period consisting of the calendar year.

15. Assignments.

- (a) A Member may not assign in whole or in part his limited liability company interest except upon unanimous consent of all the existing Member(s).
- (b) An assignee of a limited liability interest in the Company shall be admitted as a substitute member of the Company with respect to the portion of the limited liability company interest in the Company so assigned to him upon:
 - (i) the approval of all the members of the Company other than the Member(s) assigning



his limited liability interest in the Company;

(ii) the execution and delivery to the Member(s) other than the Assigning Member by such assignee of an amendment of this Agreement; and

(iii) such assignee's permitted admission being reflected in the records of the Company.

(c) The admission of substitute members of the Company pursuant to this section 15 shall be accomplished by the amendment of this Agreement.

(d) Any assignment of a limited liability company interest, which has not obtained the consent of all the other Member(s), shall serve only as an assignment of the rights to profits and losses only with all voting and other rights and obligations remaining with the assigning Member(s).

16. Withdrawal of a Member. A member may withdraw or resign upon not less than six months prior written notice to the Company and to each other member and the manager or managers.

17. Admission of Additional Members.

(a) From time to time and upon such terms as then determine, the Company may issue additional limited liability company interests and additional Member(s) of the Company may be admitted with respect to such additional limited liability company interests issued by Company. A person shall be admitted as an additional Member(s) of the Company upon:

(i) the consent of all Member(s)

(ii) the execution and delivery to the other Member(s) by such person of an amendment to this Agreement; and

(iii) such person's admission being reflected in the records of the Company.

(b) The admission of Member(s) of the Company pursuant to Section 15 shall be accomplished by the amendment of this Agreement.

18. Notices. All notices and other communications required or permitted to be given under this agreement to any person shall be in writing and personally delivered or sent by mail, postage prepaid to such person at his address in the Company records, or to such other place as he directs by written notice addressed to the Company's principal office, and shall be deemed to have been served at the time of personal delivery or mailings as the case may be.

19. Severability. In the event of any provision of this Agreement or any application thereof is invalid, or unenforceable in any respect, the validity, legality and enforceability of the

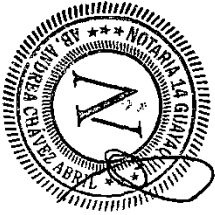
SIA PRODUCTS LLC
Schedule "A"

File Number: E0239012010-4

Date of Incorporation: May 7, 2010.

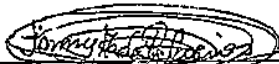
Date	Members Name	Address	Unit Number	Capital Contribution
May 7, 2010	JENNY JUDITH MÁRQUEZ MUÑOZ	Machala y Eloy Alfaro, Machala, Ecuador.	1	US\$1,000.00

Page No. 1



IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby, have duly executed this Operating Agreement as of the 7th day of May, 2010.

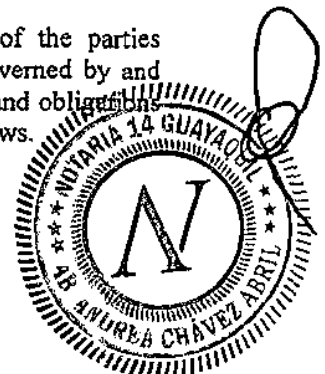
MEMBER:



JENNY JUDITH MARQUEZ MUÑOZ
Sole Member

remaining provisions hereof and any other application thereof shall not in any way be affected or impaired thereby.

20. **Amendments:** Except for amendments caused by the assignment or issuance of limited liability interests or the admission of substitute or additional Member(s), in accordance with this Agreement, this agreement may be amended, supplemented, revoked or terminated only by a written agreement signed by a majority of the members.
21. **Construction.** Wherever the context permits, the use of any gender shall be deemed to include all genders and the singular shall include the plural and vice versa.
22. **Successors.** The terms and conditions of this agreement shall inure to the benefit of and be binding upon the parties hereto and, except as may be otherwise provided herein, their respective executors, administrators, heirs, permitted assigns and all other successors in interest.
23. **Partition.** The Member(s) hereby agree that no member, nor any successor to any member, shall have the right while this agreement remains in effect to have any property of the Company partitioned, or to file a complaint or to institute any proceedings at law or in equity to the property of the Company partitioned, and to the fullest extent permitted by law, each member, on behalf of itself and its successors, hereby waives any such right.
24. **Remedies Cumulative.** The rights and remedies provided by this agreement are cumulative of the use of any one right or remedy by any party shall not preclude or waive its right to use any or all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance, or otherwise.
25. **Failure to Pursue Remedies.** The failure of any party to seek redress for violation of, or to insist upon the strict performance of, any provision of this agreement shall not prevent a subsequent act, which would have originally constituted a violation, from having the effect of an original violation.
26. **Captions.** Titles or captions of sections and subsections contained in this agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.
27. **Counterparts.** This agreement may be executed in any number of counterparts with the same effect as if all the parties had signed the same document. All counterparts shall be construed together and shall constitute one agreement, binding on all of the parties.
28. **Governing Law.** Agreement and the rights, remedies and obligations of the parties hereunder, and of their heirs, successors and permitted assigns, shall be governed by and interpreted in accordance with the laws of Nevada, and all rights, remedies and obligations shall be governed by laws without regard to the principles of the conflicts of laws.



Martín Vergara Solís, de nacionalidad ecuatoriana; de profesión abogado, perito en idioma español e inglés, bajo juramento declaro que en el Estatuto de la Compañía Responsabilidad Limitada SIA PRODUCTS LLC, se encuentra el siguiente texto en inglés, que traducido al español, dice:



Carátula.

**Estatuto de la Compañía de Responsabilidad Limitada
SIA PRODUCTS LLC**

Página 1.

**Estatutos Sociales de la Compañía de Responsabilidad Limitada
SIA PRODUCTS LLC**

El suscrito, único socio de la compañía SIA PRODUCTS LLC, una sociedad de responsabilidad limitada constituida en cumplimiento y de conformidad con la Ley de Sociedades de Responsabilidad Limitada del Estado de Nevada, dispone lo siguiente:

1. **Nombre.** El nombre de la Sociedad de Responsabilidad Limitada constituida en este acto es SIA PRODUCTS LLC.

2. **Plazo.** La sociedad tendrá duración indefinida, salvo que se encuentre en una de las causales de disolución establecidas en la Ley de Compañías de Responsabilidad Limitada del Estado de Nevada (LCRLN) y el artículo ocho del presente Estatuto.

3. **Objeto.** La sociedad se constituye con el propósito de incurrir en todo acto lícito o actividad que tengan a bien las sociedades de responsabilidad limitada constituidas con arreglo al LCRLN; así como también a participar en cualquiera de las actividades necesarias o incidentales a lo anterior.

4. **Domicilio.** El domicilio de la compañía se encuentra en:

Corporate Creations Network Inc.
8275 South Eastern Avenue #200
Las Vegas, NV 89123

5. **Socios.** El término "socios" se utilizará indistintamente para identificar a cualquier persona natural o jurídica que se encuentre sometido a este Estatuto y que aparezca en el Anexo A como un socio de la Compañía. El nombre y la empresa, domicilio o dirección de correo del Socio se encuentra determinado en el Anexo A.

6. **Directiva.** La dirección de la Sociedad será ejercida por su gerente, EUCLIDES JUVENAL PALACIOS PALACIOS. El Gerente tendrá el poder de hacer todos los actos necesarios o convenientes para promover a la sociedad, incluyendo, pero no de manera restrictiva, actuar en calidad de signatario de cuentas bancarias y transacciones bancarias, suscribir contratos con terceros en nombre de la Compañía, otorgar poder de procuración a terceros para realizar transacciones comerciales de la empresa. El/Los



- (i) Cuando por decisión mayoritaria de sus socios se disponga por resolución la disolución de la Compañía;
- (ii) La quiebra, muerte, disolución, expulsión, incapacidad o la remoción del socio especificado en los estatutos sociales, a menos que dentro de los treinta (30) días después del evento, la Sociedad se mantenga con vida (1) por el voto o consentimiento de sus miembros que consten en los estatutos sociales, o si no se especifica, todos los miembros restantes y (2) en todo momento dentro del período de treinta días (30) cuando no haya menos de un (1) socio.

Página 3

- (iii) Sentencia judicial que resuelva la disolución de la Compañía de acuerdo con las disposiciones de la LCRLN.

(b) Decretada la disolución de la Compañía, los socios procederán sin demora, a cerrar sus negocios y a pagar o hacer provisión para el pago de todas las deudas, pasivos y obligaciones de la Compañía y hacer las respectivas distribuciones a los socios según lo dispuesto en el presente estatuto. Los socios seguirán compartiendo las ganancias y las pérdidas durante la liquidación en las mismas proporciones que antes de la liquidación. Con excepción de lo expresado en el presente documento, ningún socio tendrá ningún tipo de obligación de restablecer el saldo déficit en su cuenta de capital. Cada socio recibirá una declaración, preparada por el contador de la Compañía, en la que se expondrán los activos y pasivos de la empresa en la fecha de disolución. El producto de la liquidación se distribuirá, como se refleja, en el siguiente orden y prioridad:

- (i) Para los acreedores de la Compañía, incluyendo los socios que tuvieran un crédito a su favor, en la medida en que sea permitido por las leyes (ya sea mediante el pago o la provisión razonable de pago de los mismos), excepto los pasivos por los que se haya hecho provisión razonable de pago y pasivos del pago de los deudores;
- (ii) Para los socios, en la medida de que estén al día en sus aportaciones. Los socios que no estuvieran al día en sus aportaciones, antes de cualquier distribución de la liquidación de capital, deberán restablecer dicho déficit.

9. **Aportaciones de capital.** El socio podrá aportar a la Compañía en cualquiera de las siguientes formas: en numerario, bienes o servicios prestados, o por medio de un pagaré u otra obligación de aportar dinero, bienes o prestar servicios que se enumeran en el Anexo B.

10. **Contribuciones adicionales.** Ningún Miembro está obligado a capitalizar a la Compañía mediante contribuciones adicionales.

11. **Cuentas de capital.**



- (i) La aprobación de todos los miembros de la Compañía, con excepción del socio que transfirió sus participaciones.



Página 5

- (ii) La reforma de los estatutos sociales, dejando constancia de la cesión realizada y de sus efectos;
- (iii) La aceptación del cesionario deberá constar en los libros sociales.
- (c) La admisión de socios subrogantes, conforme a lo establecido en el numeral 15 de estos estatutos se realizará por la enmienda del presente acuerdo.
- (d) Las transferencias de participaciones de la compañía de responsabilidad limitada, que no han obtenido el consentimiento de todos los demás socios, se entenderán que solo otorgan al adquirente de las mismas el derecho de recibir utilidades y sufrir las pérdidas. Los demás derechos y obligaciones, como el de votar, permanecen con el socio que transfirió las participaciones.

16. **Remoción de los socios.** Todo miembro podrá retirarse o renunciar notificando por escrito a la Compañía y a cada socio y gerente en un período no menor de seis meses.

17. **Admisión de nuevos socios.**

- (a) De manera ocasional y en las condiciones que a continuación se señalan, la Sociedad podrá emitir participaciones y en consecuencia admitir a miembros adicionales. Se tomará en consideración:
- (i) El consentimiento de todos los socios;
- (ii) La reforma de los estatutos sociales, adicionando al nuevo socio.
- (iii) La aceptación y admisión del nuevo socio deberá verse reflejada en los libros sociales de la Compañía,

(b) La admisión de nuevos socios, conforme a lo establecido en el numeral 15 de estos estatutos se realizará por la reforma del presente estatuto.

18. **Notificaciones.** Toda comunicación u oficio que deba efectuarse a cualquier persona por virtud del presente estatuto, se hará por escrito y deberá ser notificada personalmente o por correo postal a la dirección del destinatario que conste en los registros de la Compañía o, hacia cualquier otro lugar que el destinatario señale mediante notificación escrita dirigida al domicilio principal de la sociedad, y se considerará que se ha cumplido con la notificación en el momento de la entrega personal o arribo del correo, según el caso.

19. **Divisibilidad.** En el caso de que alguna disposición de este estatuto o cualquier aplicación del mismo no sea válida o aplicable en cualquier aspecto, la validez, legalidad y exigibilidad de las restantes disposiciones y cualquier otra aplicación de las mismas no podrá en modo alguno resultar afectada.



EN FE DE LO CUAL, el suscriptor, con la intención de estar legalmente sometido al presente estatuto, lo da por perfeccionado el 7 de mayo de 2010.

SOCIO

(firma ilegible)

JENNY JUDITH MARQUEZ MUÑOZ

Socio único

Es fiel traducción.

Guayaquil, julio 28 de 2010


Ab. Martín Vergara Solís
Mat. No. 09-2010-30 C.N.J.
Traductor

ABOGADO CESARIO LEONIDAS CONDO CHIRIBOGA, Notario Quinto del Cantón Guayaquil, Doy fe: Que la firma precedente del señor don MARTIN ALEJANDRO VERGARA SOLIS, portador de la Cédula de Ciudadanía Número 09-18922220, estampada al pie del documento que antecede, es auténtica; siendo la misma que usa en todos sus actos y contratos.- Guayaquil, veintiocho de julio del año dos mil diez.


Ab. Cesario L. Condo Chiriboga
Notario 5o. del Cantón
Guayaquil

