

Quito, 31 de enero de 2011
LMZ- 240-2011

Doctora
Mariela Pozo Acosta
Notará Trigésima Primera del Cantón Quito
Presente.-

De mi consideración:

María Fernanda Fabara Guerra, abogada en libre ejercicio, solicito a usted comedidamente se sirva protocolizar en el Registro de Escrituras Públicas de la Notaría actualmente a su cargo, el siguiente documento:

Copia certificada del Poder otorgado por MANUCHAR NV a favor de José Rafael Meythaler Baquero y/o Margarita Rosa Zambrano Albuja.

Esta solicitud la fundamento en el artículo 18 de la Ley Notarial.

Agradezco su atención a la presente.



fe
Ab. María Fernanda Fabara
Mat. 12008 C.I.A.P.

PODER

En la ciudad de Amberes a los 27 días del mes de agosto del 2009, el señor Philippe Huybrechs a nombre y en representación de MANUCHAR NV, manifiesta:

PRIMERA.- COMPARECIENTES.-

Comparece el señor Philippe Huybrechs en su calidad de Managing Director y como tal, representante legal de MANUCHAR NV, legalmente constituida bajo las leyes de Bélgica con domicilio principal en la ciudad de Amberes, a la que en adelante se la denominará simplemente "LA MANDANTE", quien en forma libre y voluntaria a través del presente otorga poder a favor de los abogados Doctores José Rafael Meythaler Baquero y/o Carlos Alfonso Larreátegui Nardi y/o Margarita Rosa Zambrano Albuja, a quienes en adelante se los podrá denominar simplemente "MANDATARIOS", para que de forma individual o conjunta, representen a la MANDANTE en la República del Ecuador.

SEGUNDA.- AMBITO DEL MANDATO.-

Los MANDATARIOS están facultados para representar a la MANDANTE en todos los actos y contratos que se deriven de la calidad de accionista de **SOCIEDAD DE IMPORTACION E IMPORTACION MAPRIPLASTEC DEL ECUADOR S.A.** de nacionalidad ecuatoriana, en la cual la MANDANTE posee acciones. Para el cumplimiento de este encargo podrán realizar todos los actos necesarios para ejercer los derechos y cumplir con las obligaciones que le correspondan a la MANDANTE en su calidad de accionista, en especial: suscribir certificados provisionales y títulos de acciones; comparecer a las Juntas Generales de Accionistas; presentar peticiones al Administrador de Compañías; presentar la información a la que esté obligada según la legislación ecuatoriana, en calidad de accionista; registrar las inversiones que realice la MANDANTE en el Banco Central del Ecuador.

Los MANDATARIOS tienen la atribución de contestar demandas e intervenir judicial y extrajudicialmente para defender los derechos e intereses de la MANDANTE; realizar y suscribir en nombre de la MANDANTE, todos los actos y contratos que se requieran ante los jueces y/o autoridades competentes, judiciales, administrativas, públicas, privadas o privadas del Ecuador.

Los MANDATARIOS podrán hacer, a nombre de la MANDANTE, todo lo necesario para cumplir a cabalidad con el mandato conferido y para defender los derechos e intereses de la MANDANTE, por lo que ninguna entidad y/o persona pública o privada del Ecuador podrá alegar insuficiencia de poder. Los MANDATARIOS por ningún motivo serán personalmente responsables de las acciones de la MANDANTE, conforme lo dispone el artículo 1 de la Ley de Compañías del Ecuador, publicada en el Registro Oficial No. 1713 del 2009.

GENERAL CONDITIONS OF SALE

1. Offers are submitted without engagement. Offers are made on basis of the current price. Final invoicing will be based on prices valid at the time of delivery, unless otherwise agreed upon.

A verbal agreement will be binding only if and insofar it has been confirmed in writing or/and insofar it has been fulfilled by shipment and invoicing of the goods. Variations from these conditions, especially deviating stipulations by the buyer, shall only be valid after confirmation in writing by the seller.

2. The delivery dates are not binding but are merely given as an indication, unless expressly agreed upon otherwise.

3. We shall be relieved of our obligation to supply as long as the buyer is in arrears with payment, this without notice and without prejudice to the seller's right of compensation. If any doubt exists as to the solvency of the buyer, we reserve the right to halt deliveries until satisfactory securities have been provided or advance payment has been made.

Non-fulfilment of the terms and conditions of this contract shall be considered as «breach of contract», the buyer-contractant will be held liable for all the costs that result of this non-performance.

Force majeure, breakdowns, shortage of labour, power or raw-materials, strikes, lock-outs, transport-holdups and official restraint shall extend delivery dates for a reasonable period of time. They shall also entitle us to withdraw from the unfulfilled sections of the contract without incurring any liability.

4. All shipments are effected at the buyer's risk. Route and means of transportation shall be determined by the seller. Buyer's wishes shall be taken into consideration as far as possible. The most recent version of the «INCOTERMS», issued by the International Chamber of Commerce, shall apply, except where they are different from the conditions of sale.

5. Any complaints concerning quality or quantity must be presented at the latest within seven calendar days after delivery of the goods in general.

In particular, in case of FAS/FOB-shipments, claims must be presented prior to delivery on quay/board of the vessel in the port of shipment.

In case of CFR/CIF-shipments, claims must be presented at the latest seven days after arrival of the

vessel in the port of unloading.

A complaint or any other invoice-discussion can exonerate the debtor from payment.

For claims that were presented in good time considered to be justified, the seller reserves right to replace or partly replace damaged goods to partly or in full refund the invoice amount. And exceeding damages are herewith expressly rejected.

6. The goods remain property of the seller until payment of the related buyer's invoice.

The buyer is obligated to participate in all actions the seller undertakes to guard his interests. The buyer is expected and obligated to inform the seller of any action which may have a negative impact on the seller's rights of ownership.

7. The prices of this contract are based on the exchange on the date of contract.

Any loss as a consequence of the volatility in exchange rates is on buyer's account.

Any increase in freight, customs or duties subsequent to the conclusion of this contract is for account of the buyer.

8. The buyer commits himself to collect all documents when presented by the bank or agents. Further, he will undertake all actions necessary for the immediate transfer of the documents.

9. Any amounts that remain unpaid on the invoice incur interest at a rate of two percent above the central bank rate of discount of the country where the invoice was issued, without further notice.

10. If, within a period of 15 days starting from the forwarding by registered mail of a notice that the amount due has not been paid, the amount due in addition to the interests stipulated in the contract, will be automatically increased by 15% as compensation for irreducible damages for administrative and commercial perturbations.

11. LAW AND DISPUTES.

The sales contract will be governed by the law of the country of origin of the goods.

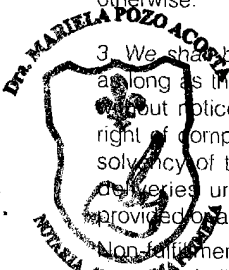
All judicial suits must be brought before the Commercial Court of Antwerp.

TERCERA.- F

De conformidad con las Condiciones de Venta de las Compañías del 17009, el presente contrato es válido en el territorio ecuatoriano.

CUARTA.- DUL

El presente puede ser



Philippe Huybre

Philippe Huybre
Managing Director
Pasaporte n° EF

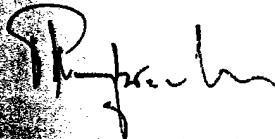
MANUCHAR N

TERCERA.- FORMALIDADES.-

De conformidad con lo dispuesto en el artículo 1 de la Ley Reformativa a la Ley de Compañías del Ecuador, publicada en el Registro Oficial No. 591 de 15 de mayo del 2009, el presente poder no deberá ni inscribirse ni publicarse por la prensa en el territorio ecuatoriano.

CUARTA.- DURACION.-

El presente poder se confiere por tiempo indefinido

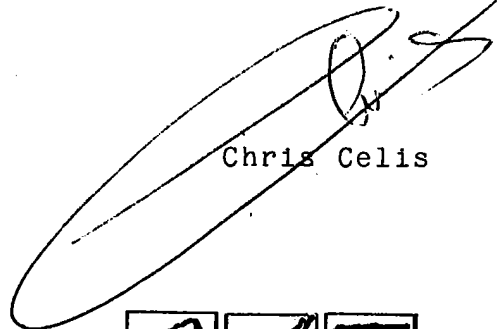


Philippe Huybrechs
Managing Director
Pasaporte n° EF819662

MANUCHAR NV

El infrascrito, Chris Celis, Notario Publico en Brasschaat, Bélgica, certifica la autenticidad de la firma de Don Philippe Huybrechs.

Brasschaat, 16/09/2009



Chris Celis



CELIS Chris
NOTARIS

Burgerlijke Vennootschap
onder de vorm van een BVBA
Door Verstraetelei 38
2930 BRASSCHAAT

Dra. Mariela Pozo Acosta

18071



REPUBLICA DEL ECUADOR



RAZON DE PROTOCOLIZACION - A Petición de la abogada María Fernanda Fabara con matrícula profesional número 12008 del Colegio de Abogados de Pichincha, protocolizo en el Registro de Escritura públicas a mi cargo actualmente de la Notaria Trigésima Primera, copia certificada del poder otorgado por MANUCHAR N.V. a favor de Dr. Jose Meythaler Baquero, constante de tres fojas útiles incluida la petición del abogado, a uno de febrero del 2011.- GRH

LA NOTARIA

[Firma manuscrita]

DRA. MARIELA POZO ACOSTA

NOTARIA TRIGÉSIMA PRIMERA DEL CANTON QUITO

PROTOCOLIZO, ANTE MI DOCTORA MARIELA POZO ACOSTA, NOTARIA TRIGÉSIMA PRIMERA DEL CANTON QUITO, Y EN FE DE ELLO CONFIERO ESTA **TERCERA** CERTIFICADA, DEBIDAMENTE FIRMADA Y SELLADA EN QUITO A, DIEZ DE ENERO DEL DOS MIL DOCE. GRH.

NOTARIA TRIGESIMA PRIMERA
DEL DISTRITO METROPOLITANO DE QUITO



LA NOTARIA

[Firma manuscrita]

DRA. MARIELA POZO ACOSTA
NOTARIA TRIGÉSIMA PRIMERA DEL CANTON QUITO
Dra. MARIELA POZO ACOSTA
QUITO



NOTARIA TRIGÉSIMA PRIMERA DEL D.M. DE QUITO

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APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Land: België

2. Deze openbare akte is ondertekend door: Celis, Chris

3. Handelend in de hoedanigheid van: Notaris

4. Is voorzien van het zegel/ de stempel van: Notaris

Brasschaat

Voor echt verklaard

5. Te Brussel

6. Op: 17/09/2009

7. Door de Federale Overheidsdienst Buitenlandse Zaken, Buitenlandse Handel en Ontwikkelingssamenwerking

8. Onder nr. 9805090917198011

9. Zegel / Stempel:

10. Ondertekening:

Melard Carole

RAZON. DE ACUERDO CON EL NUMERAL CINCO DEL ARTICULO DIECIOCHO DE LA LEY NOTARIAL, DOT FE QUE LA COPIA QUE ANTECEDEN) CONSTANTE DE 02..... FOLIOS UTILES EN (SON IGUALES) AL DOCUMENTO PRESENTADO ANTE LA NO UARIA TINGESIMO PRIMERA DEL CANTON

QUITO, 01. 09. 2009

LA NOTARIA

Dr. Mariela Pozo Acosta

CANTON TINGESIMO PRIMERA DEL CANTON QUITO