

CARTA DE CESIÓN DE ACCIONES

Guayaquil, 12 de noviembre de 2020

Señor Ingeniero
GUILLERMO AMADO SCHNEIDER
DOARSA S. A.
Gerente General
Ciudad.-

De nuestras consideraciones:

En cumplimiento de lo dispuesto en el artículo 189 de la Ley de Compañías, comunicamos a usted que el día de hoy se ha realizado la siguiente transferencia de acciones del capital social de **DOARSA S.A. (con RUC #0993248282001)**:

La sociedad extranjera **HKE HOLDING LIMITED PARTNERSHIP (SE-Q-00007677)** de nacionalidad canadiense, ha cedido a título oneroso, la propiedad plena y absoluta, de **UNA (1) ACCION** ordinaria, nominativa y liberada, del valor nominal de un dólar de los Estados Unidos de América (US\$1.00), pagada en el cien por ciento de su valor, que es representativa del capital social de la compañía **DOARSA S.A.**, que está contenidas en el **Título de Acciones No. 1**, a favor del señor **GUILLERMO AMADO SCHNEIDER**, de nacionalidad ecuatoriana.

VALOR TOTAL DE LA TRANSACCIÓN: US\$1.00
VALOR POR ACCIÓN: US\$1.00

Por la transferencia de acciones efectuada, la CEDENTE declara que cede a favor del CESIONARIO, como en efecto quedan cedidos, todos los derechos que ella tenga o pudiese llegar a tener contra la compañía DOARSA S.A., por su pasada calidad de accionista, inclusive todo tipo de dividendo que sea declarado y/o que no hubiere percibido ni retirado o que por las utilidades del año en curso se declaren con posterioridad, así como las eventuales obligaciones que existieren a su favor por su pasada calidad de accionista; y, en general, toda y cualquier otra obligación exigible o que tenga o haya tenido DOARSA S.A. para con o a favor de la CEDENTE; así como todos los derechos que pudiese tener en cualquier aumento de capital que se hubiere resuelto y que se encontrare instrumentándose o en vías de instrumentación o que ya se hubiere concluido; por lo cual, con esta cesión también se transfieren a favor del CESIONARIO los eventuales derechos de atribución o de preferencia, en caso de cualquier aumento de capital que estuviere instrumentándose y todas las acciones que en tales aumentos le hubieran podido corresponder a la CEDENTE, por cualquier causa, e, inclusive, las que se estuvieren emitiendo o ya se hubieren emitido en títulos o certificados expedidos a su favor.

Con los antecedentes aquí expresados, sírvase usted proceder a registrar la antedicha transferencia de acciones en el Libro de Acciones y Accionistas de DOARSA S.A. y cumplir con lo dispuesto en el artículo 21 de la Ley de Compañías y demás disposiciones legales aplicables.


Atentamente,

"CEDENTE"

p. HKE HOLDING LIMITED PARTNERSHIP


Sr. Xavier Mancero Morales
C.I. #0902260512
Representante/Apoderado

"CESIONARIO"


Guillermo Amado Schneider
C.I. # 0908596414



Factura: 001-001-000005436



20200901061D00166

DILIGENCIA DE RECONOCIMIENTO DE FIRMAS N° 20200901061D00166

Ante mí, NOTARIO(A) CRISTEL PAMELA QUIROLA LEMA de la NOTARÍA SEXAGESIMA PRIMERA , comparece(n) MARIA GABRIELA ALIAGA CUNTO portador(a) de CÉDULA 0920937463 de nacionalidad ECUATORIANA, mayor(es) de edad, estado civil SOLTERO(A), domiciliado(a) en GUAYAQUIL, POR SUS PROPIOS DERECHOS en calidad de TRADUCTOR(A); quien(es) declara(n) que la(s) firma(s) constante(s) en el documento que antecede , es(son) suya(s), la(s) misma(s) que usa(n) en todos sus actos públicos y privados, siendo en consecuencia auténtica(s), para constancia firma(n) conmigo en unidad de acto, de todo lo cual doy fe. La presente diligencia se realiza en ejercicio de la atribución que me confiere el numeral noveno del artículo dieciocho de la Ley Notarial -. El presente reconocimiento no se refiere al contenido del documento que antecede, sobre cuyo texto esta Notaría, no asume responsabilidad alguna. – Se archiva un original. GUAYAQUIL, a 13 DE MAYO DEL 2020, (11:50).

Maria Gabriela Aliaga Cunto
MARIA GABRIELA ALIAGA CUNTO
CÉDULA: 0920937463



NOTARIO(A) CRISTEL PAMELA QUIROLA LEMA
NOTARÍA SEXAGESIMA PRIMERA DEL CANTÓN GUAYAQUIL



ABG. CRISTEL QUIROLA LEMA
GUAYAQUIL - ECUADOR

**HKE HOLDING LIMITED PARTNERSHIP
ACUERDO DE "LIMITED PARTNERSHIP"**

El presente Acuerdo de "Limited Partnership" se hace efectivo a partir del día 19 de marzo del 2020.

ENTRE

XMM SERVICES LTD., una compañía constituida bajo las leyes de la provincial de "British Columbia", Canadá, de ahora en adelante denominada como el "Socio General";

DE LA PRIMERA PARTE,

Y

El Señor **XAVIER EDUARDO MANCERO MORALES**, de ahora en adelante denominado como el "Socio Limitado Inicial"

DE LA SEGUNDA PARTE.

CONSIDERANDO que la Sociedad se forma mediante la ejecución y entrega de este Acuerdo y la presentación de un Certificado de Sociedad Limitada de conformidad con la Ley (como se define a continuación).

AHORA POR TANTO en consideración de las promesas y acuerdos mutuos hechos aquí, las partes acuerdan lo siguiente:

(Para los requerimientos solicitados por la Superintendencia de Compañías, se ha traducido únicamente los puntos 46 y 47 referentes a los poderes otorgados al Socio General)

Poder

46. Cada socio limitado por la presente otorga al socio general, sus sucesores y cesionarios, poder general que constituye al socio general, con pleno poder de sustitución, como el representante verdadero y legal del socio limitado, con pleno poder y autoridad, en el nombre, y lugar de dicho Socio Limitado para ejecutar, bajo sello o de otra manera, jurar, reconocer, entregar y registrar o archivar, según sea el caso, según y donde se requiera:

a. este Acuerdo, cualquier enmienda a este Acuerdo, o cualquier otro instrumento que el Socio General considere necesario o apropiado para calificar, continuar la calificación de, o mantener en buen estado, la Asociación o cumplir con las leyes de la Provincia de Columbia Británica o cualquier otra jurisdicción en la que la Sociedad pueda continuar o se considere que pueda realizar actividades comerciales, o el Socio general puede considerar prudente registrar la Sociedad, a fin de mantener la responsabilidad limitada de los socios limitados o cumplir con las leyes aplicables;

b. cualquier certificado u otro instrumento que el Socio General considere necesario o apropiado para reflejar cualquier enmienda, cambio o modificación de la Sociedad de acuerdo con los términos de este Acuerdo;

c. cualquier certificado u otro instrumento que el Socio General considere necesario o apropiado para cumplir con las leyes de Canadá o cualquier subdivisión política de Canadá;

d. cualquier medio o instrumento que el Socio General considere necesario o apropiado para reflejar ya sea en relación con la disolución o la terminación de la Sociedad de conformidad con los términos de este Acuerdo;

e. cualquier documento que el Socio General considere necesario o apropiado para ser archivado en relación con el negocio, los activos o la empresa de la Asociación o este Acuerdo;



ABG. CRISTEL QUIROLA LEMA
GUAYAQUIL - ECUADOR

f. cualquier documento que deba presentarse ante cualquier organismo, agencia o autoridad gubernamental en relación con el negocio, los activos o la empresa de la Asociación o este Acuerdo;

g. cualquier formulario de transferencia u otro certificado o instrumento en relación a o en representación de quien sea necesario para efectuar la transferencia de cualquier Unidad o fracción de acuerdo con los términos de este Acuerdo; y

h. cualquier otro documento o instrumento en relación a y en representación de la Sociedad o los Socios Limitados que puedan ser necesarios para dar efecto a este Acuerdo.

47. El poder otorgado por el presente es irrevocable, es un poder unido a un interés, sobrevivirá a la asignación por parte de los Socios Limitados de la totalidad o parte del interés de los Socios Limitados en la Sociedad y sobrevivirá a la muerte, quiebra o incapacidad de los Socios Limitados y se extenderá para obligar a los herederos, ejecutores, administradores, representantes personales, sucesores y cesionarios de los Socios Limitados. Cada socio limitado acuerda estar obligado por cualquier representación o acción realizada o tomada por el socio general de conformidad con este poder y por la presente renuncia a todas y cada una de las acciones legales que puedan estar disponibles para impugnar, negar o desafirmar cualquier acción del socio general tomada en buena fe bajo este poder notarial.



ABG. CRISTEL QUIROLA LEMA
GUAYAQUIL - ECUADOR

Yo, María Gabriela Aliaga Cuntó, certifico que el documento que antecede se encuentra debidamente traducido de su versión original en idioma inglés al idioma español.

Ma. Gabriela Aliaga C.
Ma. Gabriela Aliaga Cuntó
Cédula No. 0920937463



ABG. CRISTEL QUIROLA LEMA
GUAYAQUIL - ECUADOR

ABG. CRISTE QUIROLA LEMA
GUAYAQUIL - ECUADOR



CERTIFICADO DIGITAL DE DATOS DE IDENTIDAD

Número único de identificación: 0920937463

Nombres del ciudadano: ALIAGA CUNTO MARIA GABRIELA

Condición del cedulao: CIUDADANO

Lugar de nacimiento: ESTADOS UNIDOS DE AMÉRICA/ESTADOS UNIDOS DE AMÉRICA

Fecha de nacimiento: 26 DE JUNIO DE 1991

Nacionalidad: ECUATORIANA

Sexo: MUJER

Instrucción: SUPERIOR

Profesión: ESTUDIANTE

Estado Civil: SOLTERO

Cónyuge: No Registra

Fecha de Matrimonio: No Registra

Nombres del padre: CLAUDIO ALIAGA VAN DER STEEN

Nacionalidad: CHILENA

Nombres de la madre: MARIA DOLORES CUNTO YCAZA

Nacionalidad: ECUATORIANA

Fecha de expedición: 14 DE AGOSTO DE 2009

Condición de donante: SI DONANTE POR LEY

Información certificada a la fecha: 13 DE MAYO DE 2020

Emisor: CRISTEL PAMELA QUIROLA LEMA - GUAYAS-GUAYAQUIL-NT 61 - GUAYAS - GUAYAQUIL



Mra. Gabriela Aliaga C



ABG. CRISTEL QUIROLA LEMA
GUAYAQUIL - ECUADOR

N° de certificado: 206-313-46100



206-313-46100

Ldo. Vicente Taiano G.

Director General del Registro Civil, Identificación y Cedulación

Documento firmado electrónicamente



ESPA
EN
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EN
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HKE HOLDING LIMITED PARTNERSHIP
LIMITED PARTNERSHIP AGREEMENT

This Limited Partnership Agreement is made effective as of the 19th day of March, 2020.

BETWEEN:

XMM SERVICES LTD., a company formed under the laws of the Province of British Columbia, Canada, hereinafter referred to as the "General Partner"

OF THE FIRST PART

AND

XAVIER EDUARDO MANCERO MORALES, hereinafter referred to as the "Initial Limited Partner"

OF THE SECOND PART.

WHEREAS the Partnership is being formed by the execution and delivery of this Agreement and the filing of a Certificate of Limited Partnership in accordance with the Act (as defined below).

NOW THEREFORE in consideration of the mutual promises and agreements made herein, the parties hereto agree as follows:

Definitions

1. In this Agreement, the following terms have the following meanings:
 - a. "Act" means the *Partnership Act* (British Columbia);
 - b. "Agreement" means this Limited Partnership Agreement, as the same may be amended, supplemented or restated;
 - c. "Attorney" has the meaning given to it pursuant to Paragraph 8;
 - d. "Capital Contribution" of a Partner means the total amount of money or property contributed or agreed to be contributed to the Partnership by such Partner in respect of its interest as a partner of the Partnership;



- e. "General Partner" means **XMM SERVICES LTD.** and each other person or entity admitted as an additional or substitute general partner of the Partnership, so long as they remain general partners of the Partnership;
- f. "GP Unit" means a general partner unit in the capital of the Partnership issued to the General Partner, carrying (in the aggregate together with all other general partner units) a 0.01% economic interest in the Partnership;
- g. "IFRS" means, at any time, international financial reporting standards in effect in Canada at that time;
- h. "Income Tax Act" means the *Income Tax Act* of Canada, R.S.C. 1985 (5th Supplement), c.1, as it may be amended or replaced from time to time;
- i. "Limited Partner" means the Initial Limited Partner and all other persons or entities admitted as additional or substitute Limited Partners of the Partnership and shown on the record of Limited Partners maintained by the General Partner, as contemplated by the Act, so long as they remain limited partners of the Partnership, and "Limited Partners" means all of them;
- j. "LP Units" means the limited partner units in the capital of the Partnership, all such LP Units collectively representing a 99.99% economic interest in the Partnership and a 100% voting interest in the Partnership with respect to those matters on which Limited Partners are entitled to vote;
- k. "Partners" means those persons or entities who from time to time are the General Partners and the Limited Partners;
- l. "Partnership" means the limited partnership formed upon the filing of the Certificate and to which this Agreement pertains;
- m. "Units" means the LP Units and the GP Units collectively; and
- n. "U.S.\$" means lawful money of the United States of America.

Name

2. The Partners hereby form and enter into the Partnership in accordance with the provisions of the Act and the terms of this Agreement, provided that the General Partner files the Certificate of Limited Partnership under the Act as required. Subject to the provisions of the Act and any other applicable laws, the name of the Partnership shall be **HKE HOLDING LIMITED PARTNERSHIP** or such other name as the General Partner may from time to time determine.

Offices

3. The Partnership shall have its principal place of business outside of Canada at such place as may be determined by the General Partner.



4. The registered office of the Partnership in British Columbia, Canada, shall be:

6th Floor, 890 West Pender Street
Vancouver, British Columbia V6C 1J9

or such other place as the General Partner may determine.

Term

5. The Partnership shall commence upon the filing of the Certificate of Limited Partnership and shall continue until its dissolution.

Business of the Partnership

6. The business of the Partnership shall be that of investing, with a view to profit, in portfolio companies, bonds, stock options and other securities and such other business as the General Partner may determine, acting reasonably, from time to time.

Management of the Partnership

7. The General Partner shall have authority to manage the operations and affairs of the Partnership and to make all decisions regarding the activities of the Partnership and the General Partner shall have the exclusive authority to bind the Partnership and to admit additional Limited Partners. No person dealing with the Partnership shall be required to verify the power of the General Partner to take any measure or any decision in the name of the Partnership.
8. Without limiting the generality of the foregoing Paragraph 7, the General Partner may nominate, constitute and appoint another person as its agent and true and lawful attorney (the "**Attorney**") to act on its behalf with full power and authority in its name, place and stead to invest any monies forming part of the assets of the Partnership in or upon any investments of whatsoever nature and wherever situate and whether producing income or not as the Attorney may in his or her discretion consider advisable. The power of attorney granted herein may be exercised by the Attorney on behalf of the General Partner in executing any instrument by listing such Attorney thereon and executing such instrument as the attorney and agent for the General Partner.
9. No Limited Partner, in its status as such shall:
- a. have the right to take part in the control of the business of the Partnership or to act for or bind the Partnership or otherwise to transact any business on behalf of the Partnership;
 - b. have any authority or power to act for or undertake any obligation or responsibility on behalf of any other Partner or Partnership;
 - c. bring any action for partition or sale or otherwise in connection with the Partnership or any interest in any property of the Partnership, whether real or personal, tangible or intangible,

or file or register or permit to be filed, registered or remain undischarged any lien or charge in respect of any property of the Partnership; or

- d. compel or seek a partition, judicial or otherwise, of any of the assets of the Partnership distributed or to be distributed to the Partners in kind in accordance with this Agreement.
10. The General Partner is not personally liable for the return of any Capital Contribution made by any Limited Partner to the Partnership. Moreover, notwithstanding anything else contained in this Agreement, neither the General Partner nor its representatives, employees or agents are liable, responsible for, or accountable in, damages or otherwise to the Partnership or any Limited Partner for any action taken or failure to act on behalf of the Partnership within the scope of the authority conferred on the General Partner by this Agreement or by law unless such act or omission was taken in bad faith or constituted gross negligence.
11. The General Partner shall prepare or cause to be prepared and shall file on or before the due date, or any extension thereof, any federal, provincial or local tax and information returns required to be filed by the Partnership. The General Partner shall furnish each Limited Partner with such information concerning the Partnership as may be needed to enable the Limited Partner to file its income tax return under the Income Tax Act and under the applicable laws of the province or other jurisdiction in which it is resident

Capital Contributions

12. The General Partner has agreed to a contribution of U.S.\$1.00 to the capital of the Partnership in exchange for one (1) GP Unit which amount has been paid to the Partnership. The Initial Limited Partner has agreed to contribute U.S.\$1.00 to the capital of the Partnership in exchange for one (1) LP Unit, which amount shall be paid to the Partnership within 10 days after execution of this Agreement.
13. The Limited Partner may but is not required to make additional Capital Contributions in excess of the Capital Contribution contemplated in Paragraph 12.
14. No Partner shall be entitled to interest on any portion of its contributed capital.

Allocations and Distributions

15. Distributions of cash and other assets of the Partnership shall be made at such times and in such amounts as the General Partner may determine.
16. Distributions shall be made to, and all income, gains or other profits of the Partnership shall be allocated to the Partners in the proportion of their Capital Contributions, provided that no such distribution shall be made unless there remains, after making the distribution, sufficient property of the Partnership to satisfy all liabilities of and claims against the Partnership.

A negative balance in the capital account of a Partner shall not terminate the interest of such Partner in the Partnership.

Units of the Partnership

17. The Partnership is authorized to issue an unlimited number of LP Units and an unlimited number of GP Units.
18. Each Limited Partner holding an LP Unit shall be entitled to one (1) vote for each LP Unit held by such Limited Partner.
19. A General Partner holding GP Units shall be entitled to zero (0) votes for each GP Unit held by such General Partner.
20. Units may, but need not, be evidenced by way of a certificate.
21. Except as otherwise described herein, no Limited Partner shall, in respect of any Unit held by such Limited Partner, be entitled to any preference, priority or right in any circumstance over any other Limited Partner in respect of any LP Unit held by another Limited Partner.
22. The Partnership shall issue Units only as fully paid and non-assessable. The Partnership may issue fractional Units.
23. The General Partner shall act as registrar and transfer agent for the Partnership and shall maintain such books as are necessary and appropriate to record the names and addresses of the Partners, the number of Units held by each Partner and particulars of transfers of Units. The General Partner shall ensure that such books are maintained in accordance with applicable law. The General Partner shall perform all duties usually performed by transfer agents and registrars of certificates of shares in a corporation, except as the same may be modified by reason of the nature of the Units or by this Agreement.
24. The General Partner shall permit any Limited Partner or its agent duly appointed in writing, at the expense of such Limited Partner, to inspect the register of Limited Partners and the books and records at any reasonable time during normal business hours.
25. Where a Partner claims that a certificate for its Units has been mutilated, lost, destroyed or wrongly taken, the General Partner shall cause a new certificate to be issued in substitution for the original certificate, upon delivery by the Partner to the General Partner of evidence satisfactory to the General Partner of such mutilation, loss, destruction or theft, and such indemnification as the General Partner deems appropriate in the circumstances.
26. Upon the dissolution of the Partnership and distribution to a Partner of the assets to which such Partner is entitled hereunder, any certificate representing Units issued to such Partner shall become null and void.
27. The General Partner shall not be bound to see to the execution of any trust (whether express, implied or constructive), charge, pledge or equity to which any Unit or any interest therein is subject, nor to ascertain or inquire whether any sale or assignment of any Unit or any interest therein by any Partner is authorized by such trust, charge, pledge or equity, nor to recognize any person as having any interest in any Unit except for the person recorded on the Record as the holder of such Unit. The receipt by the person in whose name any Unit is recorded on the Record shall be a sufficient

discharge for all monies, securities and other property payable, issuable or deliverable in respect of such Unit and from all liability therefor. The Partnership and the General Partner are entitled to treat the person in whose name a Unit is registered as the absolute owner thereof.

28. A Limited Partner may assign, pledge or hypothecate the LP Units held by it as security for a loan. If the LP Units are so assigned, pledged or hypothecated, the General Partner will, upon receipt by the General Partner of a written request from the Limited Partner, deliver a written acknowledgment to the person specified by the Limited Partner in the written request acknowledging the assignment, pledge or hypothecation and confirming that, upon receipt by the General Partner of a written order from such person setting forth an address for service, all distributions by the Partnership in respect of such LP Units following the receipt by the General Partner of the written order will be made to such person at the address set forth therein until such person delivers a release of the acknowledgment to the General Partner. By delivering the written request to the General Partner, the Limited Partner hereby authorizes the General Partner to make, and consents to the making of, all such distributions pursuant to the written order. In addition to the foregoing and notwithstanding any other provision of this Agreement, the General Partner is authorized to enter into such agreements and to accept such appointments as a lawful attorney and agent of the Limited Partners as considered appropriate by the General Partner in order to facilitate the assigning, pledging or hypothecation of the LP Units in connection with borrowings by the Limited Partners.

Return of Capital

29. Subject to the provisions of the Act, Limited Partners have the right to request and receive, the return of all or any part of such Partner's Capital Contribution, provided that upon the dissolution of the Partnership, the assets of the Partnership shall be distributed as provided in the Act. No Partner shall have the right to withdraw its capital or to receive any distribution from the Partnership, except as expressly provided in this Agreement.
30. For purposes of the right described in the foregoing Paragraph 29, the Partner's Capital Contribution shall mean exclusively an amount equal to the value of the resources and assets contributed by the Limited Partner at the time of such contribution. This amount shall be recorded in Mexican Pesos, valued by applying the foreign exchange rate published by the Mexican Central Bank in the Federal Official Gazette of Mexico on the working day before the transfer of the assets. This amount should be adjusted, from time to time, for the return of all or any part of such Partner's Capital Contribution, by applying the Mexican inflation in accordance with the Mexican Consumer Price Index, in accordance with the rules established under article 17-A of the Mexican Federal Fiscal Code.

Additional Partners

31. The General Partner has the right to admit additional Limited Partners upon such terms and conditions, at such time or times, and for such Capital Contributions as shall be determined by the General Partner.

Rights of Limited Partners

32. No Limited Partner has priority over any other Limited Partner.

33. No Limited Partner has the right to demand property other than cash in return for the Limited Partner's Capital Contribution; however, if agreed they may receive other assets, subject to applicable securities laws, regulations and orders, and subject to compliance with the terms and conditions of this Agreement.
34. Limited Partners shall not sell, transfer or otherwise dispose of its interest in the Partnership assets without the prior written consent of the General Partner not to be unreasonably withheld. A condition to the transfer shall be that the transferee shall have no more rights than the transferor had under the terms of this Agreement. If requested by the General Partner, the new Limited Partner shall execute an adoption agreement in a form satisfactory to the General Partner whereby the new Limited Partner agrees to be bound by this Agreement, as amended from time to time, as if it were an original signatory thereto.
35. Where the Limited Partner has sold, transferred or otherwise disposed of its interest in the Partnership assets in compliance with Paragraph 34, the transferee of the interest in the Partnership assets shall be, and shall in all respects be deemed to be, a substituted Limited Partner and not merely an assignee of the interest in the Partnership assets.

Title to Partnership Assets

36. All property owned by the Partnership, whether real or personal, tangible or intangible, shall be deemed to be owned by the Partnership as an entity and no Limited Partner shall individually have any ownership in such property. The General Partner may hold title to the property of the Partnership in its own name for the benefit of the Partnership (and, accordingly, for the benefit of the Partners in accordance with their ownership interests in the Partnership based on the terms of this Agreement). The General Partner will execute one or more declarations of trust thereof in favour of the Partnership and cause each such declaration to be filed or registered whenever and wherever the General Partner considers advisable for the protection of the interests of the Partnership.

Acknowledgement by Limited Partners

37. Each of the Limited Partners hereby acknowledges and agrees as follows:
- a. such Limited Partner has all necessary power and authority to enter into this Agreement, to give the representations, warranties and covenants made by such Limited Partner in this Agreement, and to grant the power of attorney set out in Paragraph 46 and is liable for all obligations of a Limited Partner of the Partnership; and
 - b. all documents executed and other actions taken on behalf of the Limited Partner pursuant to the power of attorney set out in Paragraph 46 will be binding upon such Limited Partner, and each Limited Partner hereby agrees to ratify any of such documents or actions upon request by the General Partner.



Limited Liability of Limited Partners

38. Subject to the provisions of the Act, the liability of each Limited Partner for the debts, liabilities and obligations of the Partnership is limited to the Limited Partner's Capital Contribution and its interest in the Partnership assets.
39. Limited Partners shall not take part in the management or control of the business of the Partnership, transact any business for the Partnership, execute any document which binds or purports to bind any other Partner or the Partnership, hold itself out as having the power and authority to bind any other Partner or the Partnership, or have the power to act for or to bind or undertake any obligation or responsibility on behalf of any other Partner or the Partnership.

Determination and Allocation of Net Income and Loss

40. At the end of each fiscal year of the Partnership or for any stub period ending on the date of dissolution of the Partnership, the net profits or losses of the Partnership for such year shall be determined by the General Partner in accordance with IFRS, consistently applied.
41. The net income or loss of the Partnership for each fiscal year or for any stub period ending on the date of dissolution of the Partnership shall be allocated between the General Partner and the Limited Partners by the General Partner in accordance with the proportion of their Capital Contributions.
42. The General Partner shall have the right, in computing the income or loss of the Partnership for tax purposes, to adopt a different method of accounting than required by Paragraph 39, to adopt different treatments of particular items and to make and revoke such elections on behalf of the Partnership and the Partners as the General Partner deems to be appropriate in order to reflect the terms of this Agreement.
43. All income, gains, losses, deductions and credits of the Partnership shall be allocated, for federal and provincial income tax purposes, among the Partners as at the end of the fiscal year of the Partnership or as at the end of any stub period ending on the date of dissolution of the Partnership, in the same proportions as the net income or loss is allocated to the Partners pursuant to Paragraph 40 except that if any such allocation for tax purposes is not permitted by the Income Tax Act or other applicable law, the Partnership's subsequent income, gains, losses, deductions and credits shall be allocated, for federal and provincial tax purposes, among the Partners in the Partnership as at the end of the fiscal year of the Partnership or as at the end of any stub period ending on the date of dissolution of the Partnership, so as to reflect as nearly as possible the allocation contemplated pursuant to Paragraph 40.
44. Each Partner shall prepare and file such documents as may be required to be prepared and filed under the Income Tax Act or other applicable law and shall include in its computation of income



the income or loss of the Partnership for tax purposes as may be determined and allocated to it pursuant to this Agreement.

Indemnity of the Initial Limited Partner

45. The General Partner will indemnify and hold harmless the Initial Limited Partner for all costs, expenses, damages or liabilities suffered or incurred by the Initial Limited Partner in connection with the business activities of the Partnership however they may arise, except such as are caused by the fraudulent acts of the Limited Partner.

Power of Attorney

46. Each Limited Partner hereby grants to the General Partner, its successors and assigns, a power of attorney constituting the General Partner, with full power of substitution, as the Limited Partner's true and lawful attorney and agent, with full power and authority, in that Limited Partner's name, place and stead to execute, under seal or otherwise, swear to, acknowledge, deliver, and record or file, as the case may be, as and where required:
- a. this Agreement, any amendment to this Agreement, or instrument, instrument which the General Partner deems necessary or appropriate to qualify, continue the qualification of, or keep in good standing, the Partnership in, or otherwise comply with the laws of, the Province of British Columbia or any other jurisdiction wherein the Partnership may carry on or be deemed to carry on business, or the General Partner may deem it prudent to register the Partnership, in order to maintain the limited liability of the Limited Partners or to comply with applicable laws;
 - b. any certificate or other instrument which the General Partner deems necessary or appropriate to reflect any amendment, change or modification of the Partnership in accordance with the terms of this Agreement;
 - c. any certificate or other instrument which the General Partner deems necessary or appropriate to comply with the laws of Canada or any political subdivision of Canada;
 - d. any conveyance or other instrument which the General Partner deems necessary or appropriate to reflect or in connection with the dissolution or termination of the Partnership pursuant to the terms of this Agreement;
 - e. any documents which the General Partner deems necessary or appropriate to be filed in connection with the business, assets or undertaking of the Partnership or this Agreement;
 - f. any document required to be filed with any governmental body, agency or authority in connection with the business, assets or undertaking of the Partnership or this Agreement;
 - g. any transfer forms or other certificate or instrument on behalf of or in the name of whomsoever as may be necessary to effect the transfer of any Unit or fraction thereof in accordance with the terms of this Agreement; and



- h. any other document or instrument on behalf of and in the name of the Partnership or the Limited Partners as may be required to give effect to this Agreement.
47. The power of attorney granted hereby is irrevocable, is a power coupled with an interest, shall survive the assignment by the Limited Partners of the whole or any part of the interest of the Limited Partners in the Partnership and shall survive the death, bankruptcy or incapacity of the Limited Partners and shall extend to bind the heirs, executors, administrators, personal representatives, successors and assigns of the Limited Partners. Each Limited Partner agrees to be bound by any representation or action made or taken by the General Partner pursuant to this power of attorney and hereby waives any and all defences which may be available to contest, negate or disaffirm any action of the General Partner taken in good faith under this power of attorney.

Dissolution

48. The Partnership shall be dissolved and its affairs wound up and terminated upon the first to occur of the following:
- a. the unanimous determination by all the Partners to dissolve the Partnership; or
 - b. the occurrence of an event causing a dissolution of the Partnership under the Act.
49. The Partnership shall not be dissolved by the admission of any Partner or the retirement, death, mental incompetence or insolvency of any Partner, or by the dissolution of any Partner that is a corporation and any remaining General Partner shall have the right to continue the business of the Partnership in the event of the retirement, death or mental incompetence of a General Partner or the dissolution of a corporate General Partner.
50. The death or legal incapacity of a Limited Partner who is an individual shall not cause a dissolution of the Partnership, but the rights of such Limited Partner to share in the profits and losses of the Partnership, to receive distributions of Partnership funds and to assign an LP Unit pursuant to Paragraph 33 shall, on the happening of such an event, devolve on his personal representative, or in the event of the death of a Limited Partner whose Unit is held in joint tenancy, shall pass to the surviving joint tenant, subject to the terms and conditions of this Agreement, and the Partnership shall continue as a limited partnership. The estate of the deceased Limited Partner or such surviving joint tenant, as the case may be, shall be liable for all obligations of the deceased Limited Partner. However, in no event shall such personal representative or surviving joint tenant become a substituted Limited Partner, except in accordance with Paragraph 34 of this Agreement.

Distribution of Assets on Dissolution

51. Upon the dissolution of the Partnership pursuant to paragraph 48, the General Partner or such other person ("Liquidator") as may be appointed by unanimous consent resolution of the Partners, will in the following order:
- a. pay or provide for the payment of the debts and liabilities of the Partnership and liquidation expenses;



- b. sell or otherwise dispose of such of the Partnership's assets as the General Partner or Liquidator will consider appropriate for the purpose of making the payments contemplated by this Agreement;
 - c. pay or provide to the extent permitted by law for the payment of the loans, if any, from the Partners to the Partnership;
 - d. distribute the remaining assets of the Partnership to the remaining Limited Partners as recorded in the books of the Partnership on the date of dissolution, in proportion to their respective Capital Contribution less any amounts already distributed; and
 - e. satisfy all applicable formalities in such circumstances as may be prescribed by the laws of British Columbia and such other jurisdictions where the Partnership may be registered.
52. Except as otherwise allowed in this Agreement, no Limited Partner will have the right to call for the dissolution of the Partnership, for the winding-up of its affairs or for the distribution of its assets.
53. Dissolution is effective on the day on which the event occurs which gives rise to the dissolution, but, in spite of the dissolution of the Partnership, this Agreement will not terminate until all the provisions of paragraph 51 will have been complied with.

Resignation and Removal of General Partner

54. Subject to this Agreement, in particular paragraphs 56 and 56, in the event of resignation, insolvency, bankruptcy, dissolution or incapacity of the General Partner, the business of the Partnership shall continue by any new General Partner or remaining General Partner, as the case may be, provided any new General Partner has unconditionally agreed in writing to assume and perform the obligations of the General Partner hereunder.
55. The interest of the General Partner as the general partner of the Partnership may not be transferred without a new General Partner first being appointed and the approval of the Limited Partners.
56. The General Partner may not resign without the unanimous consent of the Limited Partners and appointment of a replacement General Partner.

Amendments

57. This Agreement may only be amended or otherwise modified by written agreement executed by the party to be bound by the amendment or modification.

Counterparts

58. This Agreement may be executed in any number of counterparts (including without limitation counterparts by facsimile or other electronic means) and all such counterparts taken together will be deemed to constitute one and the same instrument. The party sending the facsimile transmission or other electronic means will forthwith thereafter deliver the original signed counterpart to the other party; however, failure to so deliver the original signed counterpart shall not invalidate this Agreement.



Governing Law

59. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws of the Province of British Columbia and the federal laws of Canada applicable therein.

Interpretation

60. Any reference in this Agreement to general includes all genders. Words importing the singular number only include the plural and vice versa.
61. The division of this Agreement into paragraphs and other subdivisions and the insertion of headings are convenient reference only and do not affect its interpretation.
62. In this Agreement:
- a. the words "including", "includes" and "include" mean including (or includes or include) without limitation; and
 - b. the expression "paragraph" and other subdivision followed by a number mean and refer to the specified paragraph or other subdivisions of this Agreement.
63. Except as otherwise provided in this Agreement, any reference to this Agreement refers to this Agreement as the same may have been or may from time to time be amended, modified, extended, renewed, restated, replaced, supplemented or novated and includes all annexes to it.
64. Except as otherwise provided in this Agreement, any reference in this Agreement to a statute refers to such statute and all rules and regulations made under it as the same may have been or may from time to time be amended or re-enacted.
65. In the event that one or more of the provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect under any applicable law, the validity, legality or enforceability of the remaining provisions hereof shall not be affected or impaired thereby. Each of the provisions of this Agreement is hereby declared to be separate and distinct.
66. This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.

[The remainder of this page is intentionally left blank]



IN WITNESS WHEREOF, the undersigned have duly executed this Agreement as of the date first above written.

GENERAL PARTNER

XMM SERVICES LTD.

By: _____

Authorized Signatory

Name: *Xavier Eduardo Mancero Morales*

LIMITED PARTNER

XAVIER EDUARDO MANCERO MORALES



DOY FE QUE ESTE DOCUMENTO ES FIEL COPIA DE
SU ORIGINAL QUE ME FUE EXHIBIDO Y QUE
CONSTA DE 7 FOJA(S).

GUAYAQUIL,

13 MAY 2020



ABG. CRISTEL QUIROLA LEMA
GUAYAQUIL - ECUADOR

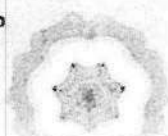


REPÚBLICA DEL ECUADOR
DIRECCIÓN GENERAL DE REGISTRO CIVIL,
IDENTIFICACIÓN Y CEDULACIÓN



CÉPULA DE
CIUDADANÍA
APELLIDOS Y NOMBRES
**MANCERO MORALES
XAVIER EDUARDO**
LUGAR DE NACIMIENTO
**GUAYAS
CARBO (CONCEPCION)**
FECHA DE NACIMIENTO **1964-03-10**
NACIONALIDAD **ECUATORIANA**
SEXO **HOMBRE**
ESTADO CIVIL **CASADO**
**PATRICIA LUZ DEL ROSARIO
CUNTO ICAZA**

N. 090226051-2



INSTRUCCIÓN
SUPERIOR

PROFESIÓN / OCUPACIÓN
INGENIERO

APELLIDOS Y NOMBRES DEL PADRE
MANCERO PACHECO JORGE

APELLIDOS Y NOMBRES DE LA MADRE
MORALES PAREDES ELSA

LUGAR Y FECHA DE EXPEDICIÓN
**GUAYAS
2018-08-13**

FECHA DE EXPIRACIÓN
2028-08-13

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DIRECTOR GENERAL

FIRMA DEL CÉPULADO



