

NÓMINA DE SOCIOS O ACCIONISTAS DE UNA COMPAÑÍA EXTRANJERA QUE A SU VEZ ES SOCIA O ACCIONISTA DE COMPAÑÍA ECUATORIANA

1. COMPAÑÍA ECUATORIANA

NOMBRE: ENI ECUADOR S.A.
NÚMERO DE EXPEDIENTE: 8165
NOMBRE Y CARGO DEL REPRESENTANTE LEGAL: Enrico Galderisi, Gerente General

2. COMPAÑÍA EXTRANJERA SOCIA O ACCIONISTA DE LA SOCIEDAD ECUATORIANA

NOMBRE: Eni International B.V.
NACIONALIDAD DE LA COMPAÑÍA EXTRANJERA: Holandesa
LUGAR Y DEPENDENCIA ANTE LA CUAL OBTUVO SU REGISTRO COMO COMPAÑÍA: Amsterdam, Cámara de Comercio: De Ruyterkade 5, 1013AA Amsterdam, Holanda
DIRECCIÓN PRECISA DEL LUGAR Y PAÍS EN DONDE TIENE EL ASIENTO PRINCIPAL DE SUS NEGOCIOS: Strawinskylaan 1725, 1077XX Amsterdam, Holanda
NÚMERO DE IDENTIFICACIÓN FISCAL: 8036.59.829.B.01
DOMICILIO POSTAL Y CORREO ELECTRÓNICO: Strawinskylaan 1725, 1077XX Amsterdam, Holanda, info@eniinternational.com
NÚMERO DE FAX Y TELÉFONO CON CÓDIGO DE AREA DE DISCADO DIRECTO: (+31) 205707170, (+31) 207196000

NOTA 1.- A este formulario se debe acompañar una certificación extendida por la autoridad competente del país de origen o Cónsul del Ecuador en la que se acredite que la sociedad en cuestión se encuentra legalmente existente en dicho país.

3. REPRESENTANTES LEGALES U OTROS ADMINISTRADORES QUE ACTUAN EN EL ASIENTO PRINCIPAL DE NEGOCIOS U OFICINA MATRIZ DE LA COMPAÑÍA EXTRANJERA

NOMBRES Y APELLIDOS COMPLETOS: Roberto Castriota
NACIONALIDAD: Italiana
NÚMERO DE IDENTIFICACIÓN PERSONAL: AA3779530
PAÍS: Holanda
CIUDAD: Amsterdam
DIRECCIÓN: Strawinskylaan 1725, 1077XX
TELÉFONO, FAX: (+31) 207196000, (+31) 205707170
CORREO ELECTRÓNICO: roberto.castriota@eniinternational.com

4. DIRECTORES PRINCIPALES O SUPLENTE DE LA COMPAÑÍA EXTRANJERA

NOMBRES Y APELLIDOS COMPLETOS: Roberto Castriota, Andrea Simoni y Roberto Ulissi
PERIODO DE DESIGNACIÓN: Nombrados por 3 ejercicios sociales (fin del mandato en Abril 2014)
NACIONALIDAD: Italiana
NÚMERO DE IDENTIFICACIÓN PERSONAL: AA3779530, AA1782090, YA2302603 (respectivamente)
CIUDAD: Amsterdam
DIRECCIÓN: Strawinskylaan 1725, 1077XX
TELÉFONO, FAX: (+31) 205707105, (+31) 205707170
CORREO ELECTRÓNICO: paolo.conte@eniinternational.com Paolo Conte, Secretario del Directorio

5. APODERADO LOCAL DE LA COMPAÑÍA EXTRANJERA SOCIA O ACCIONISTA DE LA COMPAÑÍA ECUATORIANA

NOMBRES Y APELLIDOS COMPLETOS: Juan Carlos Bustamante
NACIONALIDAD: Ecuatoriana
NÚMERO DE IDENTIFICACIÓN PERSONAL: C.C. No. 170162049-2
PAÍS: Ecuador
CIUDAD: Quito
DIRECCIÓN: Av. Patria y Amazonas, Esq. Edificio Cofec Pisos 4,5,10,11
TELÉFONO, FAX: : 2564064, 2559092
CORREO ELECTRÓNICO: jcbustamante@bustamante.com.ec

Estu

6. DATOS DE LOS SOCIOS O ACCIONISTAS DE LA COMPAÑIA EXTRANJERA

Nº	DENOMINACIÓN COMPLETA O RAZÓN SOCIAL	NACIONALIDAD	LUGAR Y DEPENDENCIA ANTE LA CUAL OBTUVO SU REGISTRO COMO COMPAÑÍA O PERSONA JURÍDICA	DIRECCIÓN DEL LUGAR Y PAÍS EN DONDE ACTUALMENTE TIENE EL ASIENTO PRINCIPAL DE SUS NEGOCIOS U OPERACIONES	NÚMERO DE IDENTIFICACIÓN FISCAL BAJO EL CUAL OPERA	DOMICILIO POSTAL Y CORREO ELECTRÓNICO DE LA COMPAÑÍA O PERSONA JURÍDICA	NÚMERO DE FAX Y TELÉFONO DE LA COMPAÑÍA O PERSONA JURÍDICA CON CÓDIGO DE ÁREA DE DISCAO DIRECTO	NOMBRES Y APELLIDOS COMPLETOS DE SUS REPRESENTANTES LEGALES U OTROS ADMINISTRADORES QUE ACTÚAN EN EL ASIENTO PRINCIPAL DE SUS NEGOCIOS	NACIONALIDAD DE SUS REPRESENTANTES LEGALES U OTROS ADMINISTRADORES QUE ACTÚAN EN EL ASIENTO PRINCIPAL DE SUS NEGOCIOS	NÚMERO DE IDENTIFICACIÓN PERSONAL DE SUS RESPECTIVOS REPRESENTANTES LEGALES U OTROS ADMINISTRADORES QUE ACTÚAN EN EL ASIENTO PRINCIPAL DE SUS NEGOCIOS	DIRECCIÓN DE LOS DOMICILIOS PERSONALES DE SUS RESPECTIVOS REPRESENTANTES LEGALES U OTROS ADMINISTRADORES QUE ACTÚAN EN EL ASIENTO PRINCIPAL DE SUS NEGOCIOS	NOMBRES Y APELLIDOS COMPLETOS DE LOS DIRECTORES PRINCIPALES O SUPLENTE EN FUNCIONES DE LA COMPAÑÍA O PERSONA JURÍDICA EXTRANJERA	PERÍODO DE DESIGNACIÓN DE LOS DIRECTORES PRINCIPALES O SUPLENTE EN FUNCIONES DE LA COMPAÑÍA O PERSONA JURÍDICA EXTRANJERA	NÚMERO DE IDENTIFICACIÓN PERSONAL DE LOS DIRECTORES PRINCIPALES O SUPLENTE EN FUNCIONES DE LA COMPAÑÍA O PERSONA JURÍDICA EXTRANJERA	DIRECCIÓN DEL DOMICILIO PERSONAL DE CADA DIRECTOR
1	Eni S.p.A.	Italiana	Roma (Italia)	Piazzale Enrico Mattei 1, 00144 Roma (Italia)	00484960588	Piazzale Enrico Mattei 1, 00144 Roma (Italia) www.eni.it	Tel. +390659821 Fax +39 06598221 41	Giuseppe Recchi (Presidente) Paolo Scaroni (CEO)	Italiana	Giuseppe Recchi (Carta de Identidad n° AR 8951792; Paolo Scaroni (Carta de Identidad n° 1529370AA)	Piazzale Enrico Mattei 1, 00144 Roma (Italia)	Giuseppe Recchi, Paolo Scaroni, Carlo Cesare Gatto, Alessandro Lorenzi, Paolo Marchionni, Roberto Petri, Alessandro Profumo, Mario Resca, Francesco Taranto	Nombrados por 3 ejercicios sociales (fin del mandato: Abril 2014)	Carlo Cesare Gatto (Carta de Identidad n° A0 5101475); Alessandro Lorenzi (Pasaporte n° YA1596853); Paolo Marchionni (Pasaporte n° AA18371066); Roberto Petri (Pasaporte n° A401860281); Alessandro Profumo (Carta de Identidad n° 1519660AA); Mario Resca (Carta de Identidad n° AK 5255662); Francesco Taranto (Carta de Identidad n° AS 1875596).	Piazzale Enrico Mattei 1, 00144 Roma (Italia)

Roberto Castriota

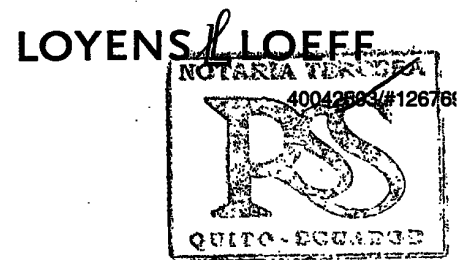
Roberto Castriota
Managing Director of Eni International B.V.

NOTA 2.- Si este formulario hubiere sido otorgado en el exterior, deberá estar autenticado por Cónsul ecuatoriano o apostillado.

FECHA DE PRESENTACIÓN: 14 de enero de 2013

EL PRESENTE FORMULARIO NO SE ACEPTARÁ CON ENMIENDAS O TACHONES





STATEMENT

The undersigned:

Rudolf van Bork, civil law notary, officiating in Amsterdam, the Netherlands,

hereby certifies that:

the signature appearing on the attached document is the true and genuine signature of:

- **Roberto Castriota**, born in Rome, Italy, on 18 January 1958, bearer of Italian passport with number AA3779530, valid until 1 February 2019.

According to the registration with the Trade Register of the Dutch Chamber of Commerce under number 33264934, Mr. R. Castriota is a member of the management board (*bestuurder*) with the title of managing director (*uitvoerende directeur*) and a proxyholder (*gevolmachtigde*) of **Eni International B.V.**, a company with limited liability (*besloten vennootschap met beperkte aansprakelijkheid*) incorporated under the laws of the Netherlands, having its official seat in Amsterdam, the Netherlands, and its office address at Strawinskylaan 1725, 1077 XX Amsterdam, the Netherlands (the **Company**).

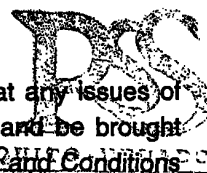
On 6 April 2011, the Board of Directors of the Company resolved to grant Mr. Castriota certain powers of attorney to represent the Company within the limits as set out in the resolution of the Board of Directors (the **Resolution**), a copy of which is attached to this statement (on the authenticity, the validity and adoption of which I have received a statement by the company secretary of the Company). The Resolution was signed by Mr. A. Simoni (Chairman), Mr. R. Castriota (Managing Director) and Mr. Ulissi (Director). Based upon the foregoing, Mr. R. Castriota has the power to sign the attached document for and on behalf of the Company, when acting solely and independently.

The significance of this statement is strictly limited to the ascertainment of the identity and the signature of the person mentioned herein. No judgements are made by the undersigned, civil law notary, with respect to - inter alia - the content and possible legal consequences of the attached document or any other aspects thereof.



LOYENS & LOEFF

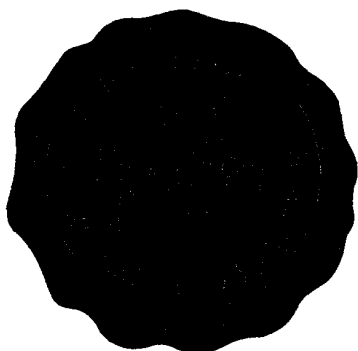
NOTARIA TIER 2 ERA



This certificate may only be relied upon on the express condition that any issues of interpretation or liability there under will be governed by Dutch law and be brought exclusively before a Dutch Court and is subject to the General Terms and Conditions of Loyens & Loeff N.V. (lawyers, tax advisors and civil-law notaries)¹ which include a limitation of liability clause.

Signed in Amsterdam, the Netherlands, on 21 January 2013.

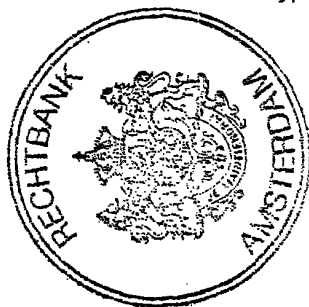
R. van Bork



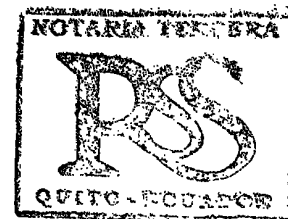
APOSTILLE

Convention de La Haye du 5 octobre 1961

1. Country: THE NETHERLANDS
This public document.
2. Has been signed by: mr. R. van Bork
3. Acting in the capacity of: civil law notary in
Amsterdam
4. Bears the seal/stamp of:
mr. R. van Bork
Certified
5. At Amsterdam
6. On 21 januari 2013
7. By the clerk of the Court of Amsterdam
8. No: 02510
9. Seal/Stamp:
10. Signature
Aw. S.M. van Triest



¹ These conditions were deposited with the Registry of the Rotterdam District Court on 1 July 2009 under number 43/2009 and can be found at <http://www.loyensloeff.com>.



ENI INTERNATIONAL B.V.
RESOLUTION OF THE BOARD OF DIRECTORS
APRIL 6, 2011

WE THE UNDERSIGNED, being all the members of the Board of Directors of Eni International B.V., a company organised and existing under the laws of the Netherlands and having its registered office at Strawinskylaan 1725, 1077 XX Amsterdam – The Netherlands, hereinafter referred to as “the Company”;

WHEREAS, at the Annual General Meeting held on April 6, 2011 the sole Shareholder resolved to appoint Messrs. Andrea SIMONI, Roberto CASTRIOTA and Roberto ULISSI as Members of the Board of Directors;

WHEREAS, on even date the aforesaid Board Members appointed Mr. Andrea SIMONI as Chairman of the Board and Mr. Roberto Castriota as Managing Director with immediate effect;

WHEREAS, according to article 14.2 of Company's Articles of Association, the Board may grant to the Managing Director a general or limited power to represent the Company;

WHEREAS, according to the article 13.4 of the Company's Articles of Association, the Board of Directors may adopt resolutions without holding a meeting, provided such resolutions are adopted in writing, by cable, by telex or by telecopier and all the directors have voted in favour of the proposal concerned;

BY THESE PRESENTS, adopt the following resolutions in writing:

Delegation of powers of attorney.

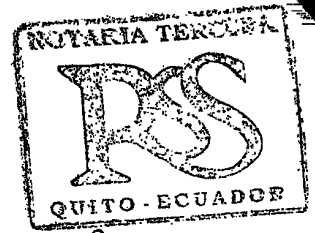
IT IS RESOLVED

- To grant to the Managing Director of the Company, Mr. Roberto CASTRIOTA, the following powers of attorney:

Represent the Company in The Netherlands and abroad in its relations with central and local government bodies, of the European Union and other supranational and international organizations, the State, Regulatory Authorities, Tax Authorities, as well as public agencies and private entities and with natural and legal persons, also before courts, tax courts and administrative tribunals, with the definite power to sign and submit any statement, tax return, application and mandatory or necessary documentation, petitions, waivers, complaints and appeals; perform in the name and on behalf of the Company all actions in any way inherent to the Company object, with the exception of those actions which, in accordance with the law or with by-laws, are the sole competence of the Board of Directors or of General Meetings of the Shareholders; in particular, perform all actions, none excluded, for the exercise of the following powers:

1. Represent the Company at the General Meetings or equivalent corporate bodies of the companies in which the Company has a participation and exercise all the rights pertaining to the Company as a shareholder, inclusive of those involving the Company's commitment not exceeding the amount of euro 10,000,000 (ten million);

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Eni International B.V.
Meeting of the Board of Directors -

- appoint proxies for attending single General Meetings or equivalent corporate bodies of the participated companies, providing the related voting instructions;
2. Represent the Company in its relations with insurance companies and social security institutions, public and private agencies to adjust and settle insurance premiums, to contest measures imposed by the controlling bodies of private and public agencies and the government, as well as fulfill any obligations arising from employment contracts, signing the related documents;
 3. Draw up and sign with all appropriate clauses, including arbitration, amend, terminate and assign contracts for:
 - the purchase, sale and exchange of movable property, including public negotiable instruments and debentures, excluding however other financial instruments, companies and on-going concerns;
 - the lease of urban premises and productive property for periods not exceeding 10 years, excluding companies and on-going concerns;
 - consultants' services for periods non exceeding 12 months and for amounts not exceeding Euro 500,000 (five hundred thousand) for each contract;
 - the performance of works
 - hiring;
 - transportation and forwarding;
 - independent contracting;
 - insurance as insured;
 - mandate;
 - comission;
 - agency;
 - deposit;
 - commodatum (gratuitous bailment);
 - supply;
 - publishing or printing;
 - sale and purchase, rental, leasing and hiring of hardware and software and ICT systems.
 4. Draw up and sign with all appropriate clauses, including arbitration, amend and terminate consortium and joint venture contracts;
 5. Compete in tenders for the supply of works, goods and services, called by any legal entity, including any central and local government bodies, the European Union and other supranational and international organizations, the State, public agencies, regulatory authorities, private agencies and entities, in the Netherlands and abroad; submit bids and sign any necessary documents;
 6. Manage insurance contracts entered into by the Company; subscribe applications to open insurance policies and policy amendments relating to premium adjustments;
 7. Draw up and sign, as lessee, with all appropriate clauses, including arbitration, amend, terminate and assign contracts for financial leasing, excluding companies and concerns or branches of business, involving single commitments not exceeding Euro 2,500,000 (two million five-hundred thousand) for real estate and Euro 1,000,000 (one million) for movable property, in either cases, with the power, upon termination, to redeem or return the property or extend the duration of the lease;
 8. Draw up and sign, as assignor, with all appropriate clauses, including arbitration, amend and terminate contracts of factoring for amounts not exceeding Euro 50,000,000 (fifty million) per each transaction;
 9. Perform financial transactions whether as creditor or debtor, including the endorsement of bills of exchange, the issuing of real and personal guarantees. This power cannot be exercised to finance third parties outside the eni Group and to

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Eni International B.V.
Meeting of the Board of Directors -



guarantee third parties (In the interest of the Company and its participated companies) if the guaranteed amount is not proportionate to the participation held. Moreover, where the guarantee is in favour of third parties and in the interest of the Company and its participated company and proportionate to the participation held, the commitments involved shall not exceed the amount Euro 50,000,000 (fifty million) for each transaction;

10. Draw up and sign, with all appropriate clauses, including arbitration, amend and terminate loan agreements arranging all relevant terms, conditions and guarantees. This power may be exercised only in respect of eni S.p.A. and its controlled companies;
11. Issue sureties and other personal guarantees in favour of third parties in the interest of the Company or other companies where the Company has a participation, in this case provided that the guaranteed amount is proportional to the participation held in such companies. This power may be exercised in respect of amounts not exceeding Euro 50,000,000 (fifty million) per each transaction;
12. Request eni S.p.A. to issue, or to cause authorized intermediaries to issue, sureties and other personal guarantees in favour of third parties in the interest of the Company or other companies where the Company has a participation, in this case provided that the guaranteed amount is proportional to the participation held in such companies, granting appropriate counter-guarantee. This power may be exercised in respect of amounts not exceeding Euro 100,000,000 (one hundred million) per each transaction;
13. Issue, accept, give quittances for, endorse for discount, assignment and collection of bills of exchange;
14. Draw up and sign, amend and terminate contracts for the opening of credit, current accounts, deposits, contracts for advances guaranteed by securities and contracts for safe deposit boxes. This power may be exercised within the overdraft agreed limit;
15. Draw up and sign, amend and terminate contracts for purchase of foreign currency. This power may be exercised only in respect of transactions involving single commitments not exceeding Euro 650,000,000 (six hundred and fifty million) if the counterparty is a bank or another financial institution and Euro 800,000,000 (eight hundred million) if the counterparty is eni S.p.A. or its controlled companies;
16. Draw up and sign with all appropriate clauses, including arbitration, amend and terminate contracts for the purchase and swap of financial instruments, including derivative contracts on such financial instruments, excluding shares, rights on securities and in general participation rights in companies, associations, enterprises or any other legal entity. Such powers may be exercised only in transactions to be entered into with eni S.p.A. and its controlled companies involving a commitment not exceeding an amount of Euro 20,000,000 (twenty million) and a duration of 10 (ten) years for each transaction;
17. Sign deeds of incorporation of companies involving amounts not exceeding 10,000,000 (ten million) per each deed;
18. Effect transactions in the Company current accounts within the limits of overdraft granted;
19. Draw, endorse and collect cheques; cause bank drafts to be issued, endorsed and collected;
20. Draw promissory notes and accept drafts for payments deriving from obligations assumed under contracts and under orders for supplies;
21. Draw drafts on customers in relation to the collection of credits deriving from orders for supplies;
22. Issue and cause to be issued warrants for goods, accept such documents and endorse them for assignment, for discount and for advancing funds;
23. Collect, assign and settle credits, issuing receipts in full discharge;

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Eni International B.V.
Meeting of the Board of Directors -



24. Receive securities as collateral in the form of public and private negotiable instruments and securities in general, issuing receipts;
 25. Deposit securities as collateral in the form of public and private negotiable instruments and securities in general; extinguish the same, issuing receipts in full discharge;
 26. Lodge negotiable instruments and securities in general for custody and administration; withdraw the same, issuing receipts in full discharge;
 27. Settle, also by compromise, the liquidation of claims for damages. Appoint for this purpose experts, medical examiners, average adjusters, legal advisers and arbitrators;
 28. Grant mortgages, accept and register privileges, pledges, liens and other real encumbrances; grant in particular subrogations, reductions, cancellations, lowering in rank of the lien, and any other mortgage entry on the Company's property. Enter mortgages, accept and register privileges, pledges, liens and other real encumbrances; grant in particular subrogations, reductions, cancellations, lowering in rank of the lien, and any other mortgage entry on property of third parties in general.
- Unless otherwise provided herein, each of these powers may be exercised only in respect of acts involving single commitments not exceeding Euro 1,500,000 (one million five-hundred thousand) or the equivalent of said sum in local currency and having a duration not exceeding eight years.
29. Draw up, sign and terminate individual employment contracts, except those concerning General Managers and Deputy General Managers; amend individual employment contracts;
 30. Sign all the necessary deeds and documents in respect to training and orienting terms with trainees and entities promoting the same training;
 31. Draw up and sign with all appropriate clauses, including arbitration, amend and terminate contracts for procurement of temporary employment, limited to actions involving commitments of single amount not exceeding Euro 150,000 (one hundred thousand) and duration not exceeding 24 (twenty-four) months;
 32. Sign orders to suppliers within the scope of open agreements, previously entered into by the Company, in strict respect of the terms set forth therein;
 33. Enroll the Company's personnel in courses, congresses, seminars, etc., in the Netherlands and abroad, in associations and non-profit organizations, performing all necessary actions; amend or terminate such enrolments. This power may be exercised only in respect to actions involving commitments of single amount not exceeding Euro 20,000 (twenty thousand) and duration not exceeding 24 (twenty-four) months;
 34. Enroll the Company in non-profit associations and organizations, performing all necessary actions; withdraw from the same. This power may be exercised only in respect to actions involving commitments of single amount not exceeding Euro 10,000 (ten thousand) and duration not exceeding 36 (thirty-six) months;
 35. Grant in favour of Company's employees or their heirs, in case of death or serious illness, amounts up to Euro 70,000 (seventy thousand) for single action, signing all the necessary documents. Such power may not be delegated;
 36. Grant in support of social or cultural initiatives amounts up to Euro 25,000 (twenty-five thousand) for a duration not exceeding 36 (thirty-six) months, executing and signing all the necessary deeds and documents. Such power may not be delegated;
 37. Represent the Company before any arbitrator or court, whether ordinary, tax, special or administrative, supranational, international, national or regional, in any stage and degree, in all judicial cases and/or proceedings, including execution enforcements or bankruptcy proceedings, whether as plaintiff or defendant; with the power to appoint and revoke lawyers, arbitrators, dispute mediators and experts, lodge petitions, claims and complaints, bring actions, settle and compromise the single litigation,

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waive and/or accept waivers of either the action or the single judicial acts and respond to informal or formal examinations regarding the specific facts in dispute; with the option of appointing special attorneys as substitutes, limited to single judicial cases, to exercise the powers herein conferred; pay, settle and compromise cash settlements, penalty interest, penalties, fines and charges. The power to compromise disputes may be exercised for single actions involving amounts not exceeding Euro 2,000,000 (two million);

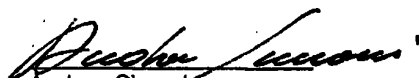
38. Settle disputes by way of either alternative dispute resolutions or arbitration proceedings, or when called to solve disputes as amicable arbitrators;
39. Appoint and remove attorneys to exercise all or part of the powers herein conferred, excluding those aforesaid powers which may not be delegated.

The power described under no. 12 above shall be exercised in compliance with the guidelines and procedures in-force for financial transactions and in line with the powers of attorney granted within eni S.p.A.


The Managing Director shall exercise his powers in compliance with the laws in force and the Code of Ethics, with the "Organizational, Management and Control Model" adopted pursuant to Italian Legislative Decree No 231 of 2001, with guidelines, policies, procedures, general and specific practices in force within the Company and the eni Group, as well as to related parties transactions.

This resolution may be executed in two or more counterparts, any of which shall be deemed an original, but all of them shall constitute one and the same document. Each of the undersigned may deliver a signed copy of this resolution by fax and any such faxed copy shall be an original for all purposes.

Signed this 6th day of April 2011 by


Andrea Simoni
Chairman


Roberto Castriota
Managing Director


Roberto Ulissi
Director

I hereby certify that this resolution is authentic and validly adopted and has not been amended by a subsequent resolution.

18-1-2013


Eni International B.V.
Company Secretary
Paolo M. Conte

ESPACIO EN BLANCO

CERTIFICO: Que la copia fotostática que antecede y que obra
De NUEVE foja(s) útil(es), sellada y rubricada por el
suscrito notario, es exacta al original que he tenido a la vista,
de lo cual doy té.

22 MAR. 2013

Quito



DR. ROBERTO SALGADO SALGADO
NOTARIO TERCERO
QUITO - ECUADOR