MEMORIAL

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Luxembourg

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RECUEIL DES SOCIETES ET ASSOCIATIONS

Le présent recueil contient les publications prévues par la loi modifiée du 10 août 1915 concernant les sociétés commerciales et par la loi modifiée du 21 avril 1928 sur les associations et les fondations sans but lucratif.

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CQS Aiguille de Chardonnet MF S.C.A. SICAV-SIF, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

Siège social: L-2346 Luxembourg, 20, rue de la Poste.

R.C.S. Luxembourg B 180.503.

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STATUTES

In the year two thousand and thirteen, on the twentieth day of the month of September.

Before Us Maître Henri Hellinckx, notary, residing in Luxembourg.

There appeared:

1) CQS Aiguille du Chardonnet, incorporated under the laws of Luxembourg with its registered office at Carré Bonn, 20, rue de la Poste, L-2346 Luxembourg, Grand Duchy of Luxembourg, represented by Me Joachim Cour, avocat à la Cour, residing professionally in Luxembourg, pursuant to a proxy dated 20 September 2013.

2) CQS Luxembourg Global S.à r.l., incorporated under the laws of Luxembourg with its registered office at 9, Rue Gabriel Lippmann, L-5365 Munsbach, Grand Duchy of Luxembourg, represented by Me Joachim Cour, avocat à la Cour, residing professionally in Luxembourg pursuant to a proxy dated 19 September 2013.

The proxies signed ne varietur by all the appearing parties and the undersigned notary, will remain annexed to this document to be filed with the registration authorities.

Such appearing parties, in the capacity in which they act, have requested the notary to state as follows the articles of incorporation of a company which they form between themselves:

Title I. Denomination, Registered office, Duration, Object

Art. 1. There is hereby established among the subscribers and all those who may become owners of shares (the "Shareholders") of the Company (as defined hereafter) hereafter issued, a company in the form of a société en commandite par actions qualifying as a société d'investissement à capital variable - fonds d'investissement spécialisé under the name of "CQS Aiguille du Chardonnet MF S.C.A. SICAV-SIF" (the "Company").

Art. 2. The registered office of the Company is established in Luxembourg City, in the Grand Duchy of Luxembourg.

If and to the extent permitted by law, the General Partner may decide to transfer the registered office of the Company to any other place in the Grand Duchy of Luxembourg. Wholly owned subsidiaries, branches or other offices may be established either in Luxembourg or abroad by decision of the General Partner.

In the event that the General Partner determines that events of force majeure have occurred or are imminent that would interfere with the normal activities of the Company at its registered office or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these abnormal circumstances; such temporary measures shall have no effect on the nationality of the Company which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg company.

Art. 3. The Company is established for an unlimited duration. The Company may be dissolved by a resolution of the Shareholders adopted in the manner required for amendment of these articles of incorporation (the "Articles"), but only with the consent of the General Partner.

The Company will not be dissolved in case the General Partner resigns, is liquidated, is declared bankrupt or is unable to continue its business. In such circumstances Article 14 will apply.

Art. 4. The exclusive object of the Company is to place the funds available to it in transferable securities of any kind and other permitted assets, including shares or units in other undertakings for collective investment, with the purpose of spreading investment risks and affording its Shareholders the results of the management of its portfolio.

The Company is subject to the provisions of the law of 13 February 2007 relating to specialised investment funds, as amended (the "Law of 2007") and may take any measures and carry out any operation which it may deem useful in the accomplishment and development of its purpose to the full extent permitted by the Law of 2007.

Title II. Share capital - Shares

Art. 5. The capital of the Company will be represented by Shares without nominal value and will at any time be equal to the net assets of the Company as defined in Article 24 hereof.

The capital of the Company will be represented by two categories of Shares, namely management shares held by the General Partner as unlimited shareholder (actionnaire commandite) ("Management Shares") and ordinary shares held by the limited shareholders (actionnaires commanditaires) ("Ordinary Shares") of the Company.

Each Ordinary Share and Management Share will be referred to as a "Share" and collectively as the "Shares", whenever the reference to a specific category of Shares is not justified.

The initial capital is forty-three thousand US Dollars (USD 43,000) divided into one (1) Management Share and forty-two (42) Ordinary Shares fully paid-up and without nominal value. These Ordinary Shares may be entirely redeemed at their initial value as of the date the General Partner may fix as the launch date of the Company.

The minimum capital of the Company will be the minimum capital required by Luxembourg law and must be reached within twelve months after the date on which the Company has been authorised as a specialised investment fund under the Law of 2007.

Shares may, as the General Partner shall determine, be of different classes (each a "Class"), each distinguished by such specific features (such as, but not limited to, specific sale, redemption or distribution charges, specific income distribution policies or any other features) as shall be disclosed in the sales documents of the Company.

For the purpose of determining the capital of the Company, the net assets attributable to each Class of Shares will, if not expressed in US Dollars, be converted into US Dollars and the capital will be the total of the net assets of all the Classes.

The general meeting of holders of Shares of a Class, deciding with simple majority, may consolidate or split the Shares of such Class.

Art. 6. The General Partner is authorised without limitation to issue further partly or fully paid Ordinary Shares at any time, in accordance with the procedures and subject to the terms and conditions determined by the General Partner and disclosed in the sales documents of the Company, without reserving to existing Shareholders preferential or pre-emptive rights to subscription of the Ordinary Shares to be issued. Unless otherwise decided by the General Partner and disclosed in the sales documents of the Company, the issue price will be equal to the Net Asset Value for the relevant Class of Shares as determined in accordance with the provisions of Article 24 hereof plus a sales charge, if any, as the sales documents of the Company may provide.

Ordinary Shares may only be subscribed by well-informed investors (investisseurs avertis) within the meaning of the Law of 2007 ("Eligible Investors").

The General Partner may delegate to any of its managers or to any duly authorised person, the duty of accepting subscriptions for delivering and receiving payment for such new Ordinary Shares.

The General Partner is further authorised and instructed to determine the conditions of any such issue and to make any such issue subject to payment at the time of issue of the Shares.

The issue of Shares will be suspended if the calculation of the Net Asset Value is suspended pursuant to Article 26 hereof.

The General Partner may, at its discretion, delay the acceptance of any subscription application for Shares until such time as the Company has received sufficient evidence that the applicant qualifies as an Eligible Investor.

In addition to any liability under applicable law, each Shareholder who does not qualify as an Eligible Investor, and who holds Shares in the Company, will hold harmless and indemnify the Company, the General Partner, the other Shareholders of the relevant Class and the Company's agents for any damages, losses and expenses resulting from or connected to such holding circumstances where the relevant Shareholder had furnished misleading or untrue documentation or had made misleading or untrue representations to wrongfully establish its status as an Eligible Investor or has failed to notify the Company of its loss of such status.

Art. 7. All Shares of the Company will be issued in registered form.

Unless specifically requested by a Shareholder, the Company will not issue Share certificates and Shareholders will receive a confirmation of their shareholding instead. If a Shareholder desires to obtain Share certificates, correspondent costs may be charged to such Shareholder.

Any Share certificate will be signed by the General Partner.

If Share certificates are issued and if any Shareholder can prove to the satisfaction of the Company that his Share certificate has been mislaid, mutilated or destroyed, then, at his request, a duplicate Share certificate may be issued under such conditions and guarantees, including a bond delivered by an insurance company but without restriction thereto, as the Company may determine. At the issuance of the new Share certificate, on which it will be recorded that it is a duplicate, the original Share certificate in place of which the new one has been issued will become void.

The Company may, at its election, charge the Shareholder for the costs of a duplicate or of a new Share certificate and all reasonable expenses undergone by the Company in connection with the issuance and registration thereof, or in connection with the annulment of the original Share certificate.

Fractions of Shares up to three (3) decimal places will be issued if so decided by the General Partner. Such fractional Shares will not be entitled to vote but will be entitled to participate in the net assets and any distributions attributable to the relevant Class of Shares on a pro rata basis.

A register of shareholders (the "Register") will be kept by a person responsible for the maintenance of the Register appointed by the General Partner, and such Register will contain the name of each owner of Shares, his residence or elected domicile as indicated to the Company, the number and Class of Shares held, the amount paid in on the Shares, and the bank wiring details of the Shareholder.

The inscription of the Shareholder's name in the Register evidences his right of ownership of such registered Shares.

The General Partner may accept and enter in the Register a transfer on the basis of any appropriate document(s) recording the transfer between the transferor and the transferee. Transfer of Shares are conditional upon the proposed transferee qualifying as an Eligible Investor. Transfers of Shares will be effected by inscription of the transfer in the Register upon delivery to the Company of a completed transfer form together with such other documentation as the Company may require.

Shareholders will provide the Company with an address to which all notices and announcements may be sent. Such address will also be entered into the Register. Shareholders may, at any time, change their address as entered into the Register by means of a written notification to the Company from time to time.

The Company recognizes only one single owner per Share. If one or more Shares are jointly owned or if the ownership of such Share(s) is disputed, all persons claiming a right to such Share(s) have to appoint one single person to represent such Share(s) towards the Company. The failure to appoint such person implies a suspension of all rights attached to such Share(s).

Art. 8. Restriction on ownership. The General Partner will have power to impose such restrictions as it may think necessary for the purpose of ensuring that no Shares in the Company are acquired or held by or on behalf of (a) any person, firm or corporate body not qualifying as an Eligible Investor, (b) any person, firm or corporate body in breach of the law or requirements of any country or governmental or regulatory authority (if the General Partner shall have determined that any of the Company, the General Partner, any manager of the Company's assets or any of the Company's investment managers or advisers would suffer any disadvantage as a result of such breach), (c) any person, firm or corporate body in circumstances which in the opinion of the General Partner might result in the Company incurring any liability or taxation (including any tax liabilities that might derive, inter alia, from any breach of the requirements imposed by the Foreign Account Compliance Act ("FATCA") and related US regulations), and in particular if the Company may become subject to tax laws other than those of the Grand Duchy of Luxembourg or suffering any disadvantage which the Company might not otherwise have incurred or suffered, including under any securities or investment or similar laws or requirements of any country or authority, or (d) any person, firm or corporate body would not comply with specific eligibility criteria for a specific Class as determined by the General Partner and laid down in the sales documents of the Company (such persons, including any U.S. persons, as such term is defined hereinafter, firms or corporate bodies to be determined by the General Partner being referred to as "Prohibited Persons"). More specifically, the Company may restrict or prevent the ownership of Shares in the Company by any Prohibited Person and for such purposes the Company may:

a) decline to issue any Share or to register any transfer of any Share where it appears to it that such registration would or might result in such Share being directly or beneficially owned by a Prohibited Person who is precluded from holding such Shares or might result in beneficial ownership of such Shares by any person who is a national of, or who is resident or domiciled in a specific country determined by the General Partner, exceeding the maximum percentage fixed by the General Partner of the Company's capital which can be held by such persons (the "maximum percentage") or might entail that the number of such persons who are Shareholders of the Company exceeds a number fixed by the General Partner (the "maximum number");

b) at any time require any person whose name is entered in the Register to furnish it with any information, supported by affidavit, which it may consider necessary for the purpose of determining whether or not beneficial ownership of such Shareholder's Share rests or will rest in a Prohibited Person or a person who is a national of, or who is resident or domiciled in such other country determined by the General Partner; and,

c) decline to accept the vote of any Prohibited Person at any meeting of Shareholders of the Company; and

d) where it appears to the General Partner that any Prohibited Person either alone or in conjunction with any other person is the beneficial owner of Shares or holds Shares in excess or the maximum percentage or would entail that the maximum number or maximum percentage would be exceeded or has produced forged certificates and guarantees determined by the General Partner, (i) direct such Shareholder to (a) transfer his Shares to a person qualified to own such Shares, or (b) request the Company to redeem his Shares, or (ii) compulsorily redeem from any such Shareholder all Shares held by such Shareholder in the following manner:

1) The General Partner will serve a notice (hereinafter called the "redemption notice") upon the Shareholder holding such Shares or appearing in the Register as the owner of the Shares to be redeemed, specifying the Shares to be redeemed as aforesaid, the price to be paid for such Shares, and the place at which the redemption price in respect of such Share is payable. Any such notice may be served upon such Shareholder by posting the same in a prepaid registered envelope addressed to such Shareholder at his last address known to or appearing in the books of the Company. The said Shareholder will thereupon forthwith be obliged to deliver to the Company the Share certificate or certificates (if issued) representing the Shares specified in the redemption notice. Immediately after the close of business on the date specified in the redemption notice, such Shareholder will cease to be a Shareholder and the Shares previously held or owned by him will be cancelled;

2) The price at which the Shares specified in any redemption notice will be redeemed (herein called the "redemption price") will be an amount equal to the Net Asset Value per Share of Shares in the Company of the relevant Class, determined in accordance with Article 24 hereof, or any other amount specified in the sales documents of the Company, less any service charge (if any); where it appears that, due to the situation of the Shareholder, payment of the redemption price by the Company, the general Partner, any of their agents and/or any other intermediary may result in either the

Company, any of its agents and/or any other intermediary to be liable to a foreign authority for the payment of taxes or other administrative charges, the Company may further withhold or retain, or allow any of its agents and/or other intermediary to withhold or retain, from the redemption price an amount sufficient to cover such potential liability until such time that the Shareholder provides the Company, any of its agents and/or any other intermediary with sufficient comfort that their liability will not be engaged, it being understood (i) that in some cases the amount so withheld or retained may have to be paid to the relevant foreign authority, in which case such amount may no longer be claimed by the Shareholder, and (ii) that potential liability to be covered may extend to any damage that the Company, the General Partner, any of their agents and/or any other intermediary may suffer as a result of their obligation to abide by confidentiality rules;

3) Payment of the redemption price will be made to the Shareholder appearing as the owner thereof in the currency in which the Net Asset Value of the Shares of the Class concerned is determined and the redemption price will be deposited with a bank in Luxembourg or elsewhere (as specified in the redemption notice) for payment to such person but only, if a Share certificate has been issued, upon surrender of the Share certificate or certificates representing the Shares specified in such notice. Upon deposit of such price as aforesaid no person interested in the Shares specified in such redemption notice will have any further interest in such Shares or any of them, or any claim against or in the Company or its assets in respect thereof, except the right of the Shareholder appearing as the thereof owner to receive the price so deposited (without interest) from such bank as aforesaid;

4) The exercise by the Company and/or the General Partner of the powers conferred by this Article will not be questioned or invalidated in any case, on the ground that there was insufficient evidence of ownership of Shares by any person or that the true ownership of any Shares was otherwise than appeared to the Company and/or the General Partner at the date of any redemption notice, provided that in such case the said powers were exercised by the Company in good faith;

Whenever used in these Articles, and unless defined otherwise or more precisely in the sales documents of the Company, the term "U.S. person" will have the same meaning as in Regulation S, as amended from time to time, of the United States Securities Act of 1933, as amended (the "1933 Act") or as in any other regulation or act (including, but not limited to, FATCA) which will come into force within the United States of America and which will in the future replace Regulation S of the 1933 Act or which may further define the term "U.S. person".

The General Partner may, from time to time, amend or clarify the aforesaid meaning in particular via appropriate disclosure in the sales documents of the Company.

Art. 9. Redemption and Conversion of Shares. As is more specifically prescribed herein below, the Company has the power to redeem its own Shares at any time within the sole limitations set forth by law.

Any Shareholder may at any time request the redemption of all or part of his Shares by the Company under the terms, conditions and limits set forth by the General Partner in the sales documents of the Company. Any redemption request must be filed by such Shareholder in written form, subject to the conditions set out in the sales documents of the Company, at the registered office of the Company or with any other person or entity appointed by the General Partner as its agent for redemption of Shares, together with the delivery of the certificate(s) for such Shares in proper form (if issued).

Unless otherwise decided by the General Partner and disclosed in the sales documents of the Company, the redemption price will be based on the Net Asset Value for the relevant Class of Shares as determined in accordance with the provisions of Article 24 hereof less any charge(s) as the sales documents of the Company may provide. This price may be rounded up or down to the nearest decimal, as the General Partner may determine, and such rounding to accrue to the benefit of the Company, as the case may be. From the redemption price there may further be deducted any deferred sales charge if such Shares form part of a Class in respect of which a deferred sales charge has been contemplated in the sales documents of the Company. The redemption price per Share will be paid within a period as determined by the General Partner and disclosed in the sales documents of the Company provided that the Share certificates, if issued, and any requested documents have been received by the Company, subject to Article 26 hereof.

The Net Asset Value may (if provided for in the sales documents of the Company) be adjusted as the General Partner or its delegate may deem appropriate to reflect, among other considerations, any dealing charges including any dealing spreads, fiscal charges and potential market impact resulting from Shareholders transactions.

Alternatively to the above swing pricing provisions, a dilution levy may be imposed on deals as specified in the sales documents of the Company. Such dilution levy should not exceed a certain percentage of the Net Asset Value determined from time to time by the General Partner and disclosed in the sales documents of the Company. This dilution levy will be calculated taking into account the estimated costs, expenses and potential impact on security prices that may be incurred to meet redemption and conversion requests.

The General Partner may determine the notice period, if any, required for lodging any redemption request of any specific Class or Classes. The specific period for payment of the redemption proceeds of any Class of Shares of the Company and any applicable notice period as well as the circumstances of its application will be disclosed in the sales documents of the Company.

The General Partner may delegate to any duly authorised manager or officer of the Company or to any other duly authorised person, the duty of accepting requests for redemption and effecting payment in relation thereto.

Any request for redemption will be irrevocable except in the event of suspension of redemption pursuant to Article 26 hereof, or deferral of redemptions as provided for in this Article, or for any other reason as may be decided by the General Partner and disclosed in the sales documents of the Company. In the absence of revocation, redemption will occur as of the first applicable Valuation Day after the end of the suspension period.

Any Shareholder may request conversion of whole or part of his Shares of one Class into Shares of another Class at the respective Net Asset Values of the Shares of the relevant Classes, provided that the General Partner may impose such restrictions between Classes of Shares as disclosed in the sales documents of the Company as to, inter alia, frequency of conversion, and may make conversions subject to payment of a charge as specified in the sales documents of the Company.

The conversion request may not be accepted unless any previous transaction involving the Shares to be converted has been fully settled by such Shareholder.

If, on any Valuation Day, redemption requests and conversion requests relate to more than a certain level, as determined by the General Partner and disclosed in the sales documents of the Company, of the Net Asset Value of the Company, the General Partner may decide that part or all of such requests will be deferred for such period as the General Partner considers to be in the best interest of the Company and as may be further detailed in the sales documents of the Company. Redemptions will be limited with respect to all Shareholders seeking to redeem Shares as of a same day so that each such Shareholder will have the same percentage of its redemption request honoured. On the next Valuation Day following such deferral period, the balance of such redemption requests will be met in accordance with the procedures set forth in the sales documents of the Company.

If a redemption or conversion would reduce the value of the holdings of a single Shareholder of Shares of one Class below the minimum holding amount as the General Partner will determine from time to time, then the General Partner may decide that this request be treated as if such Shareholder had requested the redemption or conversion, as the case may be, of all his Shares of such Class.

The General Partner may in its absolute discretion compulsory redeem or convert any holding with a value of less than the minimum holding amount to be determined from time to time by the General Partner and to be disclosed in the sales documents of the Company.

Shareholders are required to notify the Company immediately in the event that they become U.S. Persons or hold shares for the account or benefit of U.S. Persons or otherwise hold shares in breach of any law or regulation or otherwise in circumstances having, or which may have, adverse regulatory tax or fiscal consequences for the Company or the Shareholders or otherwise be detrimental to the interests of the Company. Where the General Partner becomes aware that a Shareholder (a) is a U.S. Person or is holding shares for the account of a U.S. Person, (b) is holding shares in breach of any law or regulation or otherwise in circumstances having, or which may have, adverse regulatory, tax or fiscal consequences for the Company or the Shareholders or otherwise be detrimental to the interest of the Company, the General Partner may redeem the shares pursuant to the terms of these Articles or the sales documents of the Company.

In exceptional circumstances relating to a lack of liquidity of certain investments made by the Company and the related difficulties in determining the Net Asset Value per Share, the treatment of redemption requests may be postponed and/or the issue and redemptions of Shares suspended by the General Partner as may be further described in the sales documents of the Company.

Title III. Liability of holders of shares

Art. 10. The holders of Management Shares ("Unlimited Shareholders") are jointly and indefinitely and severally liable for all liabilities of the Company which can not be met out of the assets of the Company.

The holders of Ordinary Shares (the "Limited Shareholders") will refrain from acting on behalf of the Company in any manner or capacity other than by exercising their rights as Shareholders in general meetings and will only be liable for payment to the Company of the full subscription price of each Ordinary Share for which they subscribed and have been issued and outstanding commitments and other liabilities towards the Company. In particular the owners of Ordinary Shares will not be liable for the debt, liabilities and obligations of the Company beyond the amounts of such payments.

Art. 11. The Management Shares held by the General Partner are exclusively transferable to a successor or additional general partner with unlimited liability.

Title IV. Management and Supervision

Art. 12. The Company will be managed by "CQS Aiguille du Chardonnet" (the "General Partner"), in its capacity as Unlimited Shareholder of the Company.

Art. 13. The General Partner is vested with the broadest power to perform all acts of administration and disposition in compliance with the Company's corporate object. All powers not expressly reserved by law or the present Articles to the general meeting of Shareholders fall within the competence of the General Partner.

The General Partner will, based upon the principle of spreading of risks, determine the corporate and investment policy and the course of conduct of the management and business affairs of the Company.

The General Partner will also determine any restrictions which will from time to time be applicable to the investments of the Company.

It will have the power on behalf and in the name of the Company to carry out any and all of the purposes of the Company and to perform all acts and enter into and perform all contracts and other undertakings that it may deem necessary, advisable or useful or incidental thereto. Except as otherwise expressly provided, the General Partner has, and will have, full authority in its discretion to exercise, on behalf of and in the name of the Company, all rights and powers necessary or convenient to carry out the purposes of the Company.

The General Partner may, from time to time, appoint officers or agents of the Company considered necessary for the operation and management of the Company, provided however that the holders of Ordinary Shares may not act on behalf of the Company without jeopardising their limited liability.

The officers and/or agents appointed, unless otherwise stipulated in these Articles, will have the powers and duties given to them by the General Partner.

The General Partner may appoint special committees, such as an investment committee and an advisory committee, as may be described more fully in the sales documents of the Company, in order to conclude certain tasks and functions expressly delegated to such committee(s).

Art. 14. The Company will be bound towards third parties by the sole signature of the General Partner, acting through one or more of its duly authorised signatories such as designated by the General Partner at its sole discretion, or such person(s) to which such power has been delegated.

Any litigation involving the Company either as plaintiff or as defendant will be handled in the name of the Company by the General Partner.

In the event of legal incapacity, liquidation or inability to act or other permanent situation preventing the General Partner from acting as manager of the Company, the Company will not be dissolved and liquidated, provided an administrator is appointed, who need not to be a Shareholder, to effect urgent or mere administrative acts, until a general meeting of Shareholders is held, which will be convened by such administrator within fifteen days of his appointment. At such general meeting, the Shareholders may appoint, in accordance with the quorum and majority requirements for amendment of the Articles, a successor general partner. For the avoidance of doubt, the General Partner referred to hereunder will not vote or participate at such general meeting. Failing such appointment, the Company will be dissolved and liquidated.

Art. 15. No contract or other transaction between the Company and any other company or entity will be affected or invalidated by the fact that the General Partner or any one or more shareholder(s), manager(s) or officer(s) of the General Partner is interested in, or is a shareholder, director, officer or employee of such other company or entity with which the Company will contract or otherwise engage in business. The General Partner or such officers will not by reasons of such affiliation with such other company or entity be prevented from considering and voting or acting upon any matters with respect to such contract or other business.

The Company shall indemnify the General Partner, its directors or officers, and their heirs, executors and administrators, against expenses reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of them being or having been the General Partner of the Company (or a director or officer thereof) or, at their request, of any other corporation of which the Company is a shareholder or creditor and from which they are not entitled to be indemnified, except in relation to matters as to which they shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Company is advised by counsel that the person to be indemnified did not commit such a breach of duty. The foregoing right of indemnification shall not exclude other rights to which they may be entitled.

Art. 16. Approved Statutory Auditor. The operations of the Company and its financial situation including in particular its books will be supervised by an approved statutory auditor ("réviseur d'entreprises agréé") who will satisfy the requirements of Luxembourg law as to honorability and professional experience and who will carry out the duties prescribed by the Law of 2007. The approved statutory auditor will be elected or dismissed by the annual general meeting of Shareholders until the next annual general meeting of Shareholders and until its successor is elected.

Title V. General meeting

Art. 17. The general meeting of Shareholders will represent all the Shareholders of the Company. Without prejudice of the provisions of Article 13 of these Articles and to any other powers reserved to the General Partner by these Articles, it will have the powers to order, carry out or ratify acts relating to the operations of the Company provided that, unless otherwise provided herein, no resolution will be validly passed unless approved by the General Partner.

General meetings of Shareholders will be convened by the General Partner. General meetings of Shareholders will be convened pursuant to a notice given by the General Partner, or if applicable the administrator referred to under Article 14 hereof, setting forth the agenda and sent to the Shareholders in accordance with Luxembourg law.

Art. 18. The annual meeting of Shareholders will be held in Luxembourg at the registered office of the Company, or such other place in Luxembourg as may be specified in the notice of the meeting on the third Monday of the month of

March at 2.00 p.m. (Luxembourg time), and for the first time on 16 March 2015. If such a day is not a business day in Luxembourg, the meeting will be held on the next following bank business day. The annual general meeting may be held abroad if, in the absolute and final judgment of the General Partner, exceptional circumstances so require.

Other meetings of Shareholders may be held at such places and times as may be specified in the respective notices of meeting.

If all the Shareholders are present or represented at the general meeting of the Shareholders and if they state that they have been informed of the agenda of the meeting, the meeting may be held without prior notice.

If permitted by and on the conditions set forth in Luxembourg laws and regulations, the notice of any general meeting of Shareholders may specify that the quorum and the majority applicable for this general meeting will be determined by reference to the Shares issued and in circulation at a certain date and time preceding the general meeting (the "Record Date"), whereas the right of a Shareholder to participate at a general meeting of Shareholders and to exercise the voting rights attached to his/its/her Shares will be determined by reference to the Shares held by this Shareholder as at the Record Date.

All Shareholders can attend any general meeting of Shareholders. A Shareholder may act at any general meeting of Shareholders by appointing another person, who need not be a Shareholder, as his proxy, in writing or by telefax or any other means of transmission approved by the General Partner capable of evidencing such proxy. Such proxy will be deemed valid, provided that it is not revoked, for any reconvened Shareholders' meeting. The general meetings of the Shareholders will be presided by the General Partner or by a person designated by the General Partner. The chairman of the general meeting of Shareholders will appoint a secretary. The general meeting of Shareholders may elect a scrutineer.

Except as otherwise required by law or as otherwise provided herein, resolutions at the meeting of Shareholders duly convened will be passed by a simple majority of the votes cast. Except as otherwise provided herein or required by law, no resolution will be validly passed unless approved by the General Partner.

Art. 19. These Articles may be amended from time to time by a general meeting of Shareholders, subject to the quorum and majority requirements provided by the laws of Luxembourg. Unless otherwise provided for in these Articles, no resolution for the purpose of amending these Articles will be validly passed unless approved by the General Partner.

Art. 20. The minutes of the general meeting of Shareholders will be signed by the board of the meeting. Copies or extracts of these minutes to be produced in judicial proceedings or otherwise will be signed by the General Partner.

Title VI. Financial year, Allocation of profits

Art. 21. The financial year of the Company will begin on 1 st October and will end on 30 th September of the next year. The first financial year of the Company will begin at its incorporation and will end on 30 th September 2014.

Art. 22. Distribution. The annual general meeting of Shareholders, upon recommendation of the General Partner and within the limits provided by Luxembourg law, will determine how the results of the Company may be disposed of and may, without ever exceeding the amounts proposed by the General Partner (as the case may be, in accordance with the relevant provisions set forth in the sales documents of the Company), declare dividends from time to time. Distributions may be made out of investment income, capital gains or capital.

Dividends if any will be paid in the denomination currency of the respective Class.

Interim dividends may be distributed upon decision of the General Partner in compliance with applicable law.

No distribution of dividends may be made if, as a result thereof, the capital of the Company falls below the minimum prescribed by law.

A dividend declared but not paid on a Share during five years cannot thereafter be claimed by the holder of such Share, will be forfeited by the holder of such Share, and will revert to the Company.

No interest will be paid on dividends declared and unclaimed which are held by the Company on behalf of holders of Shares.

Title VII. Valuation - Determination of net asset value

Art. 23. Valuation Day/Frequency of calculation of Net Asset Value per Share

The Net Asset Value per Share will, for the purposes of the redemption, conversion and issue of Shares, be determined by the General Partner (or its agent), from time to time, at the frequency decided by the General Partner and as disclosed in the sales documents of the Company (every such day or time for determination of Net Asset Value being referred to herein as a "Valuation Day").

Art. 24. Determination of Net Asset Value per Share. The net asset value per Share of each Class (the "Net Asset Value") will be expressed in the reference currency of the relevant Class (and/or in such other currencies as the General Partner will from time to time determine) as a per Share figure and will be determined as of any Valuation Day by dividing the total net assets of the Company properly allocated to the relevant Class, being the value of the assets of the Company properly allocated to such Class, less the liabilities properly allocated to such Class, on any such Valuation Day, by the number of Shares of the relevant Class then outstanding, in accordance with the rules set forth below.

The Net Asset Value per Share will be calculated up to three (3) decimal places.

I. The assets of the Company will include (without limitation):

1) all cash on hand or on deposit, including any interest accrued thereon;

2) all bills and demand notes payable and accounts receivable (including proceeds of securities sold but not delivered);

3) all securities, units/shares in undertakings for collective investment ("UCIs"), time notes, certificates of deposit, shares, stock, debentures, debenture stocks, subscription rights, warrants, options and other investments, securities, financial instruments and similar assets owned or contracted for by the Company;

4) all stock dividends, cash dividends and cash distributions receivable by the Company to the extent information thereon is reasonably available to the Company;

5) all interest accrued on any interest-bearing assets owned by the Company except to the extent that the same is included or reflected in the principal amount of such asset;

6) the preliminary expenses of the Company, including the cost of issuing and distributing Shares of the Company, insofar as the same have not been written off;

7) the liquidating value of all futures and forward contracts and all call and put options the Company has an open position in;

8) all other assets of any kind and nature including expenses paid in advance.

For the purpose of the determination of the Net Asset Value, the value of the assets will be determined as follows:

(a) any security which is listed or quoted on any securities exchange or similar electronic system and regularly traded thereon is valued at its last traded price on the relevant Valuation Day or, if no trades occurred on such day, at the closing bid price if held long by the Company and at the closing offer price if sold short by the Company, as of the Valuation Day, and as adjusted in such manner as the General Partner, in its sole discretion, thinks fit, having regard to the size of the holding, and where prices are available on more than one exchange or system for a particular security the price is the last traded price or closing bid or offer price, as the case may be, on the exchange which constitutes the main market for such security or the one which the General Partner in its sole discretion determines provides the fairest criteria in ascribing a value to such security;

(b) any security which is not listed or quoted on any securities exchange or similar electronic system or if, being so listed or quoted, is not regularly traded thereon or in respect of which no prices as described above are available, is valued at its fair market value as determined in good faith by the General Partner having regard to objective third party market data (if such data is available and the General Partner or its appointed agent, including any investment manager, believes such data reasonably reflects actual trading prices), dealer quotations, the price at which any recent transaction in the security may have been effected, the size of the holding having regard to the total amount of such security in issue, and such other factors as the General Partner in its sole discretion deems relevant in considering a positive or negative adjustment to the valuation;

(c) investments, other than securities, which are dealt in or traded through a clearing firm or an exchange or through a financial institution are valued by reference to the most recent official settlement price quoted by that clearing house, exchange or financial institution. If there is no such price, then the average is taken between the lowest offer price and the highest bid price at the close of business on any market on which such investments are or can be dealt in or traded, provided that where such investments are dealt in or traded on more than one market, the General Partner may determine at its sole discretion which markets shall prevail;

(d) investments, other than securities, including loans and over-the-counter derivatives contracts, which are not dealt in or traded through a clearing firm or an exchange or through a financial institution are valued on the basis of objective third party market data (if such data is available and the General Partner or its appointed agent, including any investment manager, believes such data reasonably reflects actual trading prices). If such data is unavailable these investments are valued on the basis of the latest available valuation provided by the relevant counterparty;

(e) futures and options are valued by reference to the day's closing price on the relevant market; the market prices used are the futures exchanges settlement prices;

(f) swaps contracts will be valued at the market value fixed in good faith by the General Partner. Asset based swap contracts will be valued by reference to the market value of the underlying assets. Cash flow based swap contracts will be valued by reference to the net present value of the underlying future cash flows;

(g) the value of any cash on hand or on deposit, bills and demand notes and accounts receivable (including any rebates on fees and expenses payable by any UCI), prepaid expenses, cash dividends declared and interest accrued, and not yet received shall be deemed to be the full amount thereof, unless, however, the same is unlikely to be paid or received in full, in which case the value thereof shall be determined after making such discount as the General Partner may consider appropriate to reflect the true value thereof; and

(h) any value (whether of an investment or cash) not stated in U.S. Dollars are converted into U.S. Dollars at the rate (whether official or otherwise) which the General Partner in its absolute discretion deems applicable as at the close of business on the Valuation Day, having regard, among other things, to any premium or discount which it considers may be relevant and to costs of exchange.

The General Partner may from time to time adopt and update (a) valuation policy(ies) based on the principles set out above but which shall enable the General Partner to proceed to a fairer valuation of (a) certain category(ies) of assets. Shareholders shall be informed of the adoption or of the amendment of such valuation policy(ies), copies of which may be obtained free of charge from the registered office of the Company. In such circumstances, neither the General Partner nor the administrative agent of the Company shall, in the absence of manifest error on the part of the General Partner or the administrative agent, be responsible for any loss suffered by the Company or any Shareholder by reason of any error in the calculation of the Net Asset Value per Share resulting from any inaccuracy in the information provided by such valuation policies.

In circumstances where the interests of the Company or its shareholders so justify (avoidance of market timing practices, for example), the General Partner may take any appropriate measures, such as applying a fair pricing methodology to adjust the value of the Company's assets, as further described in the sales documents of the Company.

If any of the aforesaid valuation principles does not reflect the valuation method commonly used in specific markets or if any such valuation principles does not seem accurate for the purpose of determining the value of the Company's assets, the General Partner may fix different valuation principles in good faith and in accordance with generally accepted valuation principles and procedures.

For the avoidance of doubt, the provisions of this Article 24 are rules for determining Net Asset Value per Share and are not intended to affect the treatment for accounting or legal purposes of the assets and liabilities of the Company or any securities issued by the Company.

II. The liabilities of the Company will include (without limitation):

1) all loans, bills and accounts payable;

2) all accrued interest on loans of the Company (including accrued fees for commitment for such loans);

3) all accrued or payable fees and expenses (including administrative expenses, management fees, including incentive fees, depositary fees, central administrative agent's and registrar and transfer agent's fees);

4) all known liabilities, present and future, including all matured contractual obligations for payments of money or property, including the amount of any unpaid dividends declared by the Company;

5) an appropriate provision for future taxes based on capital and income to the Valuation Day, as determined from time to time by the General Partner, and other reserves (if any) authorized and approved by the General Partner, as well as such amount (if any) as the General Partner may consider to be an appropriate allowance in respect of any contingent liabilities of the Company;

6) all other liabilities of the Company of whatsoever kind and nature reflected in accordance with generally accepted accounting principles. In determining the amount of such liabilities the General Partner will take into account all expenses payable by the Company which will comprise but not be limited to fees payable to its General Partner, investment managers/advisers, including performance fees, if any, fees and expenses payable to its depositary and its correspondents, domiciliary and corporate agent, administrative agent, the registrar and transfer agent, listing agent, any paying agent, any distributor, any permanent representatives in places of registration, as well as any other agent employed by the Company, fees and expenses for legal, accounting and auditing services, any fees and expenses involved in registering and maintaining the registration of the Company with any government agencies or stock exchanges in the Grand Duchy of Luxembourg and in any other country, reporting and publishing expenses, including the cost of preparing, printing, advertising and distributing prospectuses and similar documents, explanatory memoranda, periodical reports or registration statements, the cost of printing Share certificates, if any, and the costs of any reports to the Shareholders, expenses incurred in determining the Company's Net Asset Value, the costs of convening and holding Shareholders' meetings, all taxes, duties, governmental and similar charges, and all other operating expenses, including the costs of buying and selling assets and any issue or transfer taxes chargeable in connection with any securities transactions, reasonable travelling costs in connection with the selection of local or regional investment structures and of investments in such investment structures, the costs of publishing the issue and redemption prices, if applicable, interest, bank charges, research costs from brokers or any consulting companies, currency conversion costs and brokerage, postage, telephone and telex, the cost of insurance (if any), litigation and indemnification expenses and extraordinary expenses not incurred in the ordinary course of business, being inter alia marketing and promotional expenses. The Company may calculate administrative and other expenses of a regular or recurring nature based on an estimated amount rateably for yearly or other periods, and may accrue the same in equal proportions over any such period.

III. For the purpose of this Article:

1) Shares of the Company to be redeemed pursuant to Article 9 will be treated as existing and taken into account until immediately after the time specified by the General Partner on the Valuation Day on which such valuation is made and from such time and until paid by the Company the price therefor will be deemed to be a liability of the Company;

2) Shares of the Company to be issued will be treated as being in issuance as from the time specified by the General Partner on the Valuation Day on which such valuation is made and from such time and until received by the Company the price therefor will be deemed to be a debt due to the Company;

3) all investments, cash balances and other assets expressed in currencies other than the reference currency of the Company will be valued after taking into account the market rate or rates of exchange in force at the date and time for determination of the Net Asset Value of Shares; and

4) where on any Valuation Day the Company has contracted to:

- purchase any asset, the value of the consideration to be paid for such asset will be shown as a liability of the Company and the value of the asset to be acquired will be shown as an asset of the Company;

- sell any asset, the value of the consideration to be received for such asset will be shown as an asset of the Company and the asset to be delivered will not be included in the assets of the Company;

provided however, that if the exact value or nature of such consideration or such asset is not known on such Valuation Day, then its value will be estimated by the Company.

Art. 25. Co-Management and Pooling. The General Partner may authorise investment and management of all or any part of the portfolio of assets of the Company on a co-managed or cloned basis with assets belonging to other Luxembourg collective investment schemes, all subject to appropriate disclosure and compliance with applicable regulations, and as more fully described in the sales documents of the Company.

Art. 26. Temporary suspension of calculation of Net Asset Value per Share and of issue of Shares. The General Partner may temporarily suspend the calculation of the Net Asset Value and the issue, redemption and conversion of Shares of any Class in any of the following events:

(a) any stock exchange or over-the-counter market on which a substantial part of the investments owned by the Company are traded is closed or trading on any such exchange or market is restricted or suspended;

(b) there exists a state of affairs that constitutes a state of emergency as a result of which disposal of the investments owned by the Company is not reasonably practicable or it is not reasonably practicable to determine fairly the value of its assets;

(c) a breakdown occurs in any of the means normally employed in ascertaining the value of a substantial part of the assets of the Company or when for any other reason the value of such assets cannot reasonably be ascertained;

(d) there exist such other extraordinary circumstances, as determined in good faith by the General Partner (including without limitation impending Net Asset Value termination events under Company counterparty agreements), that cause withdrawals or such payments to be impracticable under existing economic or market conditions or conditions relating to the Company;

(e) redemptions would, in the opinion of the General Partner, result in a violation of applicable laws and regulations;

(f) any transfer of funds involved in the realization or acquisition of investments or payments due on redemption of Shares cannot, in the opinion of the General Partner, be effected at advantageous rates of exchange;

(g) the Company is being or may be wound up on, or following the date on which notice is given of the general meeting of shareholders at which a resolution to wind up the Company is to be proposed; or

(h) in the opinion of the General Partner there exist circumstances outside its control where it would be impracticable or unfair towards the shareholders to continue dealing in Shares.

The General Partner may cease the issue, redemption and conversion of the Shares forthwith upon the occurrence of an event causing it to enter into liquidation or upon the order of the Luxembourg supervisory authority.

Shareholders who have requested redemption of their Shares will be promptly notified in writing of any such suspension and of the termination thereof.

Art. 27. Depositary Agreement. The Company will enter into a depositary agreement with a credit institution, which will satisfy the requirements of the Law of 2007 (the "Depositary"). All assets of the Company are to be held by or to the order of the Depositary who will assume towards the Company and its Shareholders the responsibilities provided by Luxembourg law.

In case of withdrawal, whether voluntarily or not, of the Depositary, the Depositary will remain in function until the appointment, which should happen within two months, of another eligible credit institution.

Title VIII. Dissolution, Liquidation

Art. 28. In the event of a dissolution of the Company, liquidation will be carried out, in accordance with the provisions of the laws of Luxembourg, by one liquidator (if a legal entity although duly represented by one or more physical persons) or one or more liquidators, if physical persons, named by the general meeting of Shareholders resolving upon such dissolution on proposal of the General Partner. Such meeting will determine their powers and their remuneration.

Art. 29. In the event that the Net Asset Value of a Class decreases to a level and for a period, which, according to the General Partner, justify the termination of such Class, or in case the General Partner deems it appropriate because of changes in the economic or political situation affecting specifically the relevant Class, or because it is deemed to be in the best interest of the relevant Shareholders, the General Partner may redeem all Shares of the Class concerned at a price reflecting the anticipated realisation and liquidation costs for closing of the relevant Class, but with no redemption fee,

may reorganise the relevant Class by means of a division into different classes or may consolidate different Classes of the Company.

In addition, liquidation of a Class, or its reorganisation by means of division, or its consolidation, may be effected after approval of the Shareholders of the Class concerned at a duly convened general meeting of the holders of Shares of such Class, which may be validly held without a quorum and take decisions by a simple majority of the votes cast.

A reorganisation so decided by the General Partner or approved by the Shareholders of the Class concerned will be binding on the holders of Shares of such Class upon prior notice given to them in accordance with Luxembourg laws and regulations.

Liquidation proceeds not claimed by the Shareholders at the close of the liquidation of a Class will ultimately be deposited at the Caisse de Consignation in Luxembourg. If not claimed, they shall be forfeited in accordance with Luxembourg law.

Title IX. General provisions

Art. 30. All matters not governed by these Articles are to be determined in accordance with the law of 10 th August 1915 on commercial companies as amended and the Law of 2007.

Subscription and Payment

The subscribers have subscribed for the number of Shares and have paid in cash the amounts as mentioned hereafter:

Subscriber	Management Shares	Ordinary Shares	Subscribed Capital
1) CQS Aiguille du Chardonnet prenamed	1	0	USD 1,000
2) CQS Aiguille du Chardonnet, prenamed	0	1	USD 1,000
3) CQS Luxembourg Global S.à r.l., prenamed	0	41	USD 41,000
Total	1	42	USD 43,000

Proof of all such payments has been given to the undersigned notary.

Expenses

The expenses, costs, remunerations or charges in any form whatsoever which will be borne by the Company as a result of its formation are estimated at approximately EUR 3,000.-.

Statements

The undersigned notary states that the conditions provided for in articles 26, 26-3, and 26-5 of the law of 10 th August 1915 on commercial companies, as amended, have been observed.

General meeting of shareholders

The above named persons, representing the entire subscribed capital and considering themselves as fully convened, have immediately proceeded to an extraordinary general meeting.

Having first verified that it was regularly constituted, they have passed the following resolutions by unanimous vote.

First resolution

The following is elected approved statutory auditor (réviseur d'entreprises agréé) until the next general meeting of Shareholders:

ERNST & YOUNG S.A., having its registered office at 9, rue Gabriel Lippmann - Parc d'activité Syrdall 2, L-5365 Munsbach, Grand Duchy of Luxembourg.

Second resolution

The registered office of the Company is fixed at Carré Bonn, 20, rue de la Poste, L-2346 Luxembourg.

The undersigned notary who understands and speaks English, states herewith that on request of the above appearing persons, the present deed is worded in English.

Whereof the present notarial deed was drawn up in Luxembourg, on the day named at the beginning of this document.

The document having been read to the appearing persons, known to the notary by their name, surname, civil status and residence, the said persons appearing signed together with us, the notary, the present original deed.

Signé: J. COUR et H. HELLINCKX.

Enregistré à Luxembourg A.C., le 24 septembre 2013. Relation: LAC/2013/43293.

Reçu soixante-quinze euros (75.- EUR).

Le Receveur (signé): I. THILL.

- POUR EXPEDITION CONFORME - délivrée à la société sur demande

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Luxembourg, le 2 octobre 2013.
Référence de publication: 2013138483/624.
(130168757) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 octobre 2013.

Spinelle Investments S.à r.l., Société à responsabilité limitée.

Capital social: USD 24.000.000,00.

Siège social: L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 167.042.

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DRAFT TERMS OF DIVISION

Whereas it is intended that the Company transfer, without dissolution, all the shares it holds in MOTFIVE S.A.P.I. de C.V., a Mexican corporation (sociedad an nima promotora de inversion de capital variable), organized under the laws of Mexico, having its registered office at Avenida Americas No. 999, piso 13, Col. Villas del Country, 44619 Guadalajara, Jalisco, Mexico and registered with the Public Registry of Commerce of the State of Jalisco under number 70143*1 (the Transferred Shares), to the New Company (as defined below) in exchange for the allocation to the Company's sole shareholder, Spinelle Overseas Investments B.V., a limited liability company (besloten vennootschap met beperkte aansprakelijkheid), incorporated under the laws of the Netherlands, having its official seat in Amsterdam, and registered with the Chamber of Commerce of Amsterdam under number 55302076 (the Sole Shareholder) of shares and share premium in the New Company.

The board of managers of the Company put forward the following terms for a division of the Company, without dissolution of the Company, by the incorporation of a new company (the Division) within the meaning of article 288 of the law of August 10, 1915 on commercial companies, as amended (the Law).

These draft terms of Division (the Division Proposal) are drawn up in English and in French, and that in case of any discrepancy between the English and the French versions, the English version will prevail.

The specifics to be mentioned pursuant to articles 307 and 289 of the Law are as follows:

a. Form, corporate denomination and registered office of the companies involved in the Division.

A) Company to be divided

SPINELLE INVESTMENTS S.à r.l., a private limited liability company (société à responsabilité limitée), having its registered office at 65, boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B 167.042.

The Company was incorporated pursuant to a deed of Maître Jean Seckler, notary residing in Junglinster, Grand Duchy of Luxembourg, on January 19, 2012, published in the Mémorial C, Recueil des Sociétés et Associations under number 898 on April 5, 2012. The articles of association of the Company were amended for the last time pursuant to a deed of Maître Francis Kesseler, notary residing in Esch-sur-Alzette, Grand Duchy of Luxembourg, on March 22, 2013, published in the Mémorial C, Recueil des Sociétés et Associations under number 1445 on June 18, 2013.

B) Recipient company

SPINELLE INVESTMENTS II S.à r.l., a private limited liability company (société à responsabilité limitée), which will have its registered office at 65, boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg (the New Company, and together with the Company, the Companies).

Pursuant to article 307 (3) of the Law, the draft deed relating to the incorporation of the New Company is attached to the present Division Proposal as Schedule 1.

b. Share exchange ratio. The Transferred Shares are valued at four million seven hundred seventy thousand two hundred nineteen United States Dollars and sixty United States Cents (USD 4,770,219.60) on the basis of the annual accounts of the Company as at December 31, 2012, a copy of which being attached hereto as Schedule 2.

As consideration for the transfer by the Company of the Transferred Shares to the New Company, the New Company shall issue two million (2,000,000) shares, having a par value of one United States Cent (USD 0.01) each, to Sole Shareholder.

The difference between the value of the Transferred Shares and the accounting value of the shares allotted to the Sole Shareholder in consideration for the transfer of the Transferred Shares, i.e. four million seven hundred fifty thousand two hundred nineteen United States Dollars and sixty United States Cents (USD 4,750,219.60), will be recorded in the share premium account of the New Company.

No cash payment will be made to the Sole Shareholder.

The shares to be issued by the New Company to the Sole Shareholder (the Spinelle II Shares) and the share premium to be recorded (the Spinelle II Share Premium) shall fully be paid-up by the transfer of the Transferred Shares to the New Company.

The Spinelle II Shares shall be issued, and the Spinelle II Share Premium shall be recorded, in exchange for (i) the surrender of three hundred eighty-three thousand one hundred thirty-nine (383,139) shares, having a par value of one

United States Cent (USD 0.01) each, held by the Sole Shareholder in the Company, and (ii) the decrease of the capital contribution account (apport en capitaux propres non rémunéré par des titres) of the Company by an amount of four million seven hundred sixty-six thousand three hundred eighty-eight United States Dollars and twenty-one Cents (USD 4,766,388.21). The surrendered shares shall be cancelled immediately following the Division so that, following the Division, the share capital of the Company and the capital contribution account (apport en capitaux propres non rémunéré par des titres) of the Company shall be brought to an amount of twenty-three million nine hundred ninety-six thousand one hundred sixty-eight United States Dollars and sixty-one Cents (USD 23,996,168.61) and zero United States Dollar (USD 0) respectively.

As a consequence of the Division, the Sole Shareholder will subscribe to two million (2,000,000) shares, having a par value of one United States Cent (USD 0.01) each, in the New Company, in exchange for three hundred eighty-three thousand one hundred thirty-nine (383,139) shares, having a par value of one United States Cent (USD 0.01) each, in the Company.

c. Terms for the delivery of shares in the New Company. The Spinelle II Shares shall be issued to the Sole Shareholder and the Spinelle II Share Premium shall be recorded on the occasion of the extraordinary general meeting of the shareholders of the Company resolving on the present Division Proposal pursuant to article 291 of the Law (the Extraordinary General Meeting). Such Extraordinary General Meeting shall only take place after the term of one month provided for by article 290 of the Law has elapsed, term during which the publication of this Division Proposal shall be made in accordance with articles 9 and 290 of the Law.

The Division shall be effective between the Companies as of the date of the Extraordinary General Meeting, and, vis-a-vis third parties, as of the publication of the notarial deed recording the Extraordinary General Meeting in accordance with articles 301 and 302 of the Law.

The Division shall have as consequence, ipso jure and simultaneously, the transfer, both as between the Companies and vis-à-vis third parties, of the Transferred Shares in accordance with article 303 of the Law.

d. Date as from which the shares in the New Company shall carry the right to participate in the profits and any special conditions relating to that right. The Sole Shareholder shall participate in the equity and the profits of the New Company as from the date of incorporation of the New Company, as per the articles of association of the New Company and without any restriction or limitation.

e. Date from which the operations of the Company in relation to the Transferred Shares shall be treated, for accounting purposes, as being carried out on behalf of the New Company. For accounting purposes, all operations, rights and obligations related to the Transferred Shares shall be treated, as per the date of the Extraordinary General Meeting, as being carried out on behalf of the New Company.

f. Rights conferred by the New Company to members having special rights and to the holders of securities other than shares, or the measures proposed concerning them. The Company has not issued to any person any securities other than the shares held by the Sole Shareholder in the share capital of the Company.

No particular rights shall be conferred, as a result of the Division, by any of the Companies to member(s) having special rights and to the holder(s) of securities other than shares of the Companies, pursuant to article 289 (2) of the Law.

g. Any special advantage granted to the experts referred to in article 294 of the Law, to the members of the management bodies and to the statutory auditors of the companies involved in the Division. In accordance with articles 296 and 307 (5) of the Law, no expert has or will be appointed in connection with the Division.

No special advantage will be granted to the managers of the Companies or to any of the persons (if any) referred to in article 289 (2) g) of the Law in connection with or as a result of the Division.

h. Precise description and allocation of the assets and liabilities to be transferred to the New Company. The Company shall transfer the Transferred Shares to the New Company, corresponding to eighteen million four hundred eighty-six thousand five hundred thirty-two (18,486,532) shares, having a par value of one Mexican peso (MXN 1), in the share capital of MOTFIVE S.A.P.I. de C.V.

As described above, the Transferred Shares are valued at four million seven hundred seventy thousand two hundred nineteen United States Dollars and sixty United States Cents (USD 4,770,219.60).

The Transferred Shares are the only asset of the Company that shall be allocated to the New Company. No liabilities shall be allocated to the New Company as a result of the Division.

i. Allocation among the shareholders of the Company of shares in the New Company, and criterion upon which such allocation is based. All the shares of the New Company shall be allocated to the Sole Shareholder.

j. Special reports. According to article 307 (5) of the Law, the various special reports mentioned under articles 293, 294 and 295 §(1), c), d) and e) on the Division shall not be issued, given that 100% of the shares to be issued by the New Company will be allocated to the Sole Shareholder.

k. Additional provisions. The Company and the New Company shall carry out all required and necessary formalities in order to carry out the Division.

The fees and costs of the Division and all the fiscal debts (if any) related to the assets contributed will be borne by the Company.

I. Annexes

Annexes to this Division Proposal form an integrated part of this Division Proposal.

(Remainder of page intentionally left blank - Signature page follows)

Luxembourg, on October 8, 2013.

In the name and on behalf of SPINELLE INVESTMENTS S.à r.l.
Authorized representative
Signatures

Suit la version française du texte qui précède:

SPINELLE INVESTMENTS S.à r.l., Société à responsabilité limitée.

Capital social: USD 24.000.000,00.

Siège social: L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg: B 167.042.

(la Société)

PROJET DE SCISSION

Etant entendu qu'il est prévu que la Société transfère, sans dissolution, toutes les actions qu'elle détient dans MOTFIVE S.A.P.I. de C.V., une société mexicaine (sociedad an nima promotora de inversion de capital variable) régie par le droit mexicain, ayant son siège social au Avenida Americas No. 999, piso 13, Col. Villas del Country, 44619 Guadalajara, Jalisco, Mexique et immatriculée au Public Registry of Commerce of the State of Jalisco sous le numéro 70143*1 (les Actions Transférées), à la Nouvelle Société (telle que définie ci-après) en échange de l'allocation à l'associé unique de la Société, Spinelle Overseas Investments B.V., une société à responsabilité limitée (besloten vennootschap met beperkte aansprakelijkheid), constituée selon le droit néerlandais, ayant son siège social à Amsterdam et immatriculée à la Chambre de Commerce d'Amsterdam sous le numéro 55302076 (l'Associé Unique) d'actions et de prime d'émission dans la Nouvelle Société.

Le conseil de gérance de la Société présente les termes suivants d'une scission de la Société, sans dissolution de la Société, par la constitution d'une nouvelle société (la Scission) au sens de l'article 288 de la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée (la Loi).

Les termes de ce projet de Scission (le Projet de Scission) sont rédigés en anglais et en français et, en cas de divergence entre les versions anglaise et française, la version anglaise prévaudra.

Les particularités devant être mentionnées en vertu des articles 307 et 289 de la Loi sont les suivantes:

a. Forme, dénomination et siège social des sociétés participant à la Scission.

A) Société à scinder

SPINELLE INVESTMENTS S.à r.l., une société à responsabilité limitée, ayant son siège social au 65, boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg, et immatriculée au Registre du Commerce et des Sociétés du Luxembourg sous le numéro B 167.042.

La Société a été constituée suivant un acte reçu par Maître Jean Seckler, notaire résident à Junglinster, Grand-Duché du Luxembourg, le 19 janvier 2012, publié au Mémorial C, Recueil des Sociétés et Associations sous le numéro 898 le 5 avril 2012. Les statuts de la Société ont été modifiés pour la dernière fois suivant un acte reçu par Maître Francis Kesseler, notaire résident à Esch-sur-Alzette, Grand-Duché du Luxembourg, le 22 mars 2013, publié au Mémorial C, Recueil des Sociétés et Associations sous le numéro 1445 le 18 juin 2013.

B) Société récipiendaire

SPINELLE INVESTMENTS II S.à r.l., une société à responsabilité limitée qui aura son siège social au 65, boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg (la Nouvelle Société, et ensemble avec la Société, les Sociétés).

Conformément à l'article 307 (3) de la Loi, le projet d'acte relatif à la constitution de la Nouvelle Société est annexé au présent Projet de Scission en tant qu'Annexe 1.

b. Rapport d'échange des parts sociales. Les Actions Transférées sont évaluées à quatre millions sept cent soixante-dix mille deux cent dix-neuf dollars et soixante cents (USD 4.770.219,60) sur base des comptes annuels de la Société au 31 décembre 2012, une copie de ces comptes étant annexée en tant qu'Annexe 2.

En échange du transfert par la Société des Actions Transférées à la Nouvelle Société, la Nouvelle Société émettra deux millions (2.000.000) de parts sociales, ayant une valeur nominale d'un cent de dollar américain (USD 0,01) chacune, à l'Associé Unique.

La différence entre la valeur des Actions Transférées et la valeur comptable des parts sociales allouées à l'Associé Unique en échange du transfert des Actions Transférées, à savoir quatre millions sept cent cinquante mille deux cent dix-neuf dollars et soixante cents (USD 4.750.219,60), sera inscrite au compte de prime d'émission de la Nouvelle Société.

Aucune paiement en numéraire ne sera fait à l'Associé Unique.

Les parts sociales à émettre par la Nouvelles Société à l'Associé Unique (les Parts Sociales Spinelle II) et la prime d'émission à inscrire (la Prime d'Emission Spinelle II) seront entièrement libérées par le transfert des Actions Transférées à la Nouvelle Société.

Les Parts Sociales Spinelle II seront émises, et la Prime d'Emission Spinelle II sera inscrite, en échange de (i) la restitution de trois cent quatre-vingt-trois mille cent trente-neuf (383.139) parts sociales, ayant une valeur nominale d'un cent de dollar américain (USD 0,01) chacune, détenue par l'Associé Unique dans la Société, et (ii) la diminution du compte des apports en capitaux propres non rémunérés par des titres de la Société par un montant de quatre millions sept cent soixante-six mille trois cent quatre-vingt-huit dollars et vingt et un cents (USD 4.766.388,21). Les parts sociales restituées seront immédiatement annulées suite à la Scission de sorte que, suite à la Scission, le capital social de la Société et le compte des apports en capitaux propres non rémunérés par des titres de la Société soient amenés à un montant de vingt-trois millions neuf cent quatre-vingt-seize mille cent soixante-huit dollars et soixante et un cents (USD 23.996.168,61) et zéro dollar américain (USD 0) respectivement.

En conséquence de la Scission, l'Associé Unique souscrira à deux millions (2.000.000) de parts sociales, ayant une valeur nominale d'un cent de dollar américain (USD 0,01) chacune, dans la Nouvelle Société, en l'échange de trois cent quatre-vingt-trois mille cent trente-neuf (383.139) parts sociales, ayant une valeur nominale d'un cent de dollar américain (USD 0,01) chacune, dans la Société.

c. Modalités de remise des parts sociales dans la Nouvelle Société. Les Parts Sociales Spinelle II seront émises à l'Associé Unique et la Prime d'Emission Spinelle II sera inscrite à l'occasion de l'assemblée générale extraordinaire des associés de la Société se prononçant sur le présent Projet de Scission conformément à l'article 291 de la Loi (l'Assemblée Générale Extraordinaire). Cette Assemblée Générale Extraordinaire aura seulement lieu après que le délai d'un mois prévu à l'article 290 de la Loi ait été écoulé, délai pendant lequel la publication de ce Projet de Scission sera effectuée en vertu des articles 9 et 290 de la Loi.

La Scission prendra effet entre les Sociétés à la date de l'Assemblée Générale Extraordinaire et, vis-à-vis des tiers, à la date de publication de l'acte notarié actant l'Assemblée Générale Extraordinaire en vertu des articles 301 et 302 de la Loi.

La Scission entraînera de plein droit et simultanément le transfert, tant entre les Sociétés qu'à l'égard des tiers, des Actions Transférées en vertu de l'article 303 de la Loi.

d. Date à partir de laquelle les parts sociales de la Nouvelle Société donnent droit de participer aux bénéfices ainsi que toute modalité particulière relative à ce droit. L'Associé Unique participera au capital et aux profits de la Nouvelle Société à compter de la constitution de la Nouvelle Société, conformément aux statuts de la Nouvelle Société et sans restriction ni limitation.

e. Date à partir de laquelle les opérations de la Société relatives aux Actions Transférées seront considérées, du point de vue comptable, comme accomplies par la Nouvelle Société. D'un point de vue comptable, toutes les opérations, droits et obligations relatives aux Actions Transférées seront considérées, à partir de l'Assemblée Générale Extraordinaire, comme accomplies par la Nouvelle Société.

f. Droits assurés par la Nouvelle Société aux associés ayant des droits spéciaux et aux porteurs de titres autres que des parts sociales ou les mesures proposées à leur égard. La Société n'a émis à personne des titres autres que les parts sociales détenues par l'Associé Unique dans le capital de la Société.

Aucun droit particulier ne sera conféré, suite à la Scission, par une des Sociétés à un ou plusieurs membres ayant des droits spéciaux ou à un ou plusieurs détenteurs de titres autres que des parts sociales des Sociétés, en vertu de l'article 289 (2) de la Loi.

g. Tous avantages particuliers attribués aux experts mentionnés à l'article 294 de la Loi, aux membres des organes de gestion ainsi qu'aux commissaires aux comptes des sociétés participant à la Scission. En vertu des articles 296 et 307 (5) de la Loi, aucun expert n'a ou ne sera nommé en lien avec la Scission.

Aucun avantage spécial ne sera octroyé aux gérants des Sociétés ni à aucune personne mentionnée à l'article 289 (2) g) de la Loi en lien ou suite à la Scission.

h. Description et répartition précise des éléments du patrimoine actif et passif à transférer à la Nouvelle Société. La Société transférera les Actions Transférées à la Nouvelle Société, correspondant à dix-huit millions quatre cent quatre-vingt-six mille cinq cent trente-deux (18.486.532) actions, ayant une valeur nominale d'un peso mexicain (MXN 1) chacune, dans le capital social de MOTFIVE S.A.P.I. de C.V.

Comme décrit plus haut, les Actions Transférées sont évaluées à quatre millions sept cent soixante-dix mille deux cent dix-neuf dollars et soixante cents (USD 4.770.219,60).

Les Actions Transférées sont le seul actif de la Société qui sera alloué à la Nouvelle Société. Aucun élément de passif ne sera alloué à la Nouvelle Société suite à la Scission.

i. Répartition entre associés de la Société des parts sociales dans la Nouvelle Société, et critère sur lequel cette répartition est fondée. Toutes les parts sociales dans la Nouvelle Société seront allouées à l'Associé Unique.

j. Rapports spéciaux. Conformément à l'article 307 (5) de la Loi, les divers rapports spéciaux mentionnés aux articles 293, 294 et 295 §(1), c), d) et e) sur la Scission ne seront pas émis étant donné que 100% des parts sociales à émettre par la Nouvelle Société seront alloués à l'Associé Unique.

k. Stipulations additionnelles. La Société et la Nouvelle Société effectueront toutes les formalités utiles et nécessaires en vue de la Scission.

Les frais et coûts de la Scission et toutes (éventuelles) dettes fiscales relatives aux actifs transférés seront supportés par la Société.

I. Annexes

Les annexes au Projet de Scission font partie intégrante du Projet de Scission.

(Le reste de la page est intentionnellement laissé en blanc - la page de signature suit)

Luxembourg, le 8 octobre 2013.

Au nom et pour le compte de SPINELLE INVESTMENTS S.à r.l.
Représentant légal
Signatures

Schedule 1. Incorporation deed of SPINELLE INVESTMENTS II S.à r.l.

Annexe 1. Acte de constitution de SPINELLE INVESTMENTS II S.à r.l.

SPINELLE INVESTMENTS S.à r.l., Société à responsabilité limitée.
Capital social: USD 24.000.000,00.
Siège social: L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte.
R.C.S. Luxembourg: B 167.042

Division by the incorporation of:

SPINELLE INVESTMENTS II S.à r.l., Société à responsabilité limitée.
Capital social: USD 20.000,00.
Siège social: L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte.
R.C.S. Luxembourg: in process

In the year two thousand and thirteen, on the [•] day of [•],

Before Us, Maître Francis Kesseler, notary residing in Esch-sur-Alzette, Grand Duchy of Luxembourg,

was held the extraordinary general meeting of the sole shareholder (the Meeting) of SPINELLE INVESTMENTS S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée) having its registered office at 65, boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg, having a share capital of twenty-four million United States Dollars (USD 24,000,000) and registered with the Luxembourg Register of Commerce and Companies under number B 167.042 (the Company). The Company was incorporated pursuant to a deed of Maître Jean Seckler, notary residing in Junglinster, Grand Duchy of Luxembourg, on January 19, 2012, published in the Mémorial C, Recueil des Sociétés et Associations (the Mémorial) under number 898 on April 5, 2012. The articles of association of the Company (the Articles) were amended for the last time pursuant to a deed of Maître Francis Kesseler, notary residing in Esch-sur-Alzette, Grand Duchy of Luxembourg, on March 22, 2013, published in the Mémorial under number 1445 on June 18, 2013.

THERE APPEARED:

Spinelle Overseas Investments B.V., a limited liability company (besloten vennootschap met beperkte aansprakelijkheid), incorporated under the laws of the Netherlands, having its official seat in Amsterdam, and registered with the Chamber of Commerce of Amsterdam under number 55302076 (the Sole Shareholder),

here represented by [•], [•], residing professionally in Esch-sur-Alzette, by virtue of a proxy given under private seal.

The said proxy, after having been signed "ne varietur" by the proxyholder of the appearing party and the undersigned notary, will remain annexed to the present deed for the purpose of registration.

The appearing party, represented as stated here above, has requested the undersigned notary to record the following:

I. that two billion four hundred million (2,400,000,000) shares, having a nominal value of one United States Cent (USD 0.01) each, and representing the entirety of the share capital of the Company, are duly represented at this Meeting which is consequently regularly constituted and may deliberate upon the items of the agenda, hereinafter reproduced.

II. that the agenda of the Meeting is worded as follows:

1. confirmation of the waiver by the sole shareholder of the Company of the application of articles 293, 294 paragraph 1 and 295 paragraph 1 c) and d) of the law of August 10, 1915 on commercial companies as amended (the Law);

2. approval of the draft terms of the division of the Company (the Division Proposal) by the transfer of all the shares held by the Company in MOTFIVE S.A.P.I. de C.V., a Mexican corporation (sociedad an nima promotora de inversion de capital variable), organized under the laws of Mexico, having its registered office at Avenida Americas No. 999, piso 13, Col. Villas del Country, 44619 Guadalajara, Jalisco, Mexico and registered with the Public Registry of Commerce of the State of Jalisco under number 70143*1 (the Transferred Shares) to a private limited liability company to be incorporated;

3. incorporation of the recipient company to the division under the name SPINELLE INVESTMENTS II S.à r.l. (the New Company);

4. decreases to the share capital account and the capital contribution account (apport en capitaux propres non rémunéré par des titres) of the Company as a consequence of the approval of the Division Proposal;

5. amendment to the first paragraph of article 6 of the articles of association of the Company in order to reflect the share capital decrease contemplated under item 4.;

6. delegation of powers; and

7. miscellaneous.

III. that after the foregoing was approved by the Sole Shareholder, the Sole Shareholder took the following resolutions:

First resolution

The Sole Shareholder confirms waiving the application of articles 293, 294 paragraph 1 and 295 paragraph 1 c) and d) of the Law, in accordance with article 296 of the Law and a waiver letter signed by the Sole Shareholder dated [•], 2013.

A copy of the waiver letter signed by the Sole Shareholder shall remain attached to the present deed to be filed together with it with the registration authorities.

Second resolution

In accordance with article 291 of the Law, the Sole Shareholder resolves to approve the Division Proposal executed by the Company on [•], 2013 and published in the Mémorial C, Recueil des Sociétés et Associations n° [•] dated [•], 2013.

Third resolution

In the light of the foregoing, the Sole Shareholder resolves to adopt the articles of association of the New Company and require the undersigned notary to state the articles of association as follows:

Art. 1. There is hereby established a private limited company ("société à responsabilité limitée"), which will be governed by the laws in force, namely the Companies' Act of August 10, 1915 and by the present articles of association.

Art. 2. The company's name is "SPINELLE INVESTMENTS II S.à r.l.".

Art. 3. The purpose of the company is the acquisition, the management, the enhancement and the disposal of participations in whichever form in domestic and foreign companies. The company may also contract loans and grant all kinds of support, loans, advances and guarantees to companies, in which it has a direct or indirect participation or which are members of the same group.

The company may further (i) manage (a) its own assets and/or (b) the assets of its subsidiaries, shareholders and subsidiaries of its shareholders and (c) the assets of companies or undertakings of the same group as the company on behalf of/for the benefit of its parent companies and/or appoint one or more asset manager(s) which will manage any such assets, and/or (ii) provide investment, economic, commercial or financial advice, valuations, analysis, management services and recommendations (a) to its shareholders, its subsidiaries or for other subsidiaries of its shareholders, and (b) in general to companies or undertakings of the same group as the company, it being understood that the company may not conduct any regulated activity without having before obtained the requisite authorisation.

It may open branches in Luxembourg and abroad.

Furthermore, the company may acquire and dispose of all other securities by way of subscription, purchase, exchange, sale or otherwise.

It may also acquire, enhance and dispose of patents and licenses, as well as rights deriving therefrom or supplementing them.

In addition, the company may acquire, manage, enhance and dispose of real estate located in Luxembourg or abroad.

In general, the company may carry out all commercial, industrial and financial operations, whether in the area of securities or of real estate, likely to enhance or to supplement the above-mentioned purposes.

Art. 4. The registered office of the company is established in the City of Luxembourg.

The address of the registered office may be transferred within the city by simple decision of the manager or in case of plurality of managers, by a decision of the board of managers.

The registered office may be transferred to any other place in the Grand Duchy of Luxembourg by means of a resolution of an extraordinary general meeting of shareholders deliberating in the manner provided for the amendments of the articles of association.

if extraordinary events of a political or economic nature which might jeopardize the normal activity at the registered office or the easy communication of this registered office with foreign countries occur or are imminent, the registered office may be transferred abroad provisionally until the complete cessation of these abnormal circumstances. Such decision will have no effect on the company's nationality. The declaration of the transfer of the registered office will be made and brought to the attention of third parties by the organ of the company which is best situated for this purpose under the given circumstances.

Art. 5. The company is established for an unlimited duration.

Art. 6. The corporate capital is set at twenty thousand United States Dollars (USD 20,000) represented by two million (2,000,000) shares having a nominal value of one United States Cent (USD 0.01) each.

When and as long as all the shares are held by one person, the articles 200-1 and 200-2 among others of the amended law concerning trade companies are applicable, i.e. any decision of the single shareholder as well as any contract between the latter and the company must be recorded in writing and the provisions regarding the general shareholders' meeting are not applicable.

The company may acquire its own shares provided that they be cancelled and the capital reduced proportionally.

Art. 7. The shares are indivisible with respect to the company, which recognizes only one owner per share. If a share is owned by several persons, the company is entitled to suspend the related rights until one person has been designated as being with respect to the company the owner of the share. The same applies in case of a conflict between the usufructuary and the bare owner or a debtor whose debt is encumbered by a pledge and his creditor. Nevertheless, the voting rights attached to the shares encumbered by usufruct are exercised by the usufructuary only.

Art. 8. The transfer of shares inter vivos to other shareholders is free and the transfer of shares inter vivos to third parties is conditional upon the approval of the general shareholders' meeting representing at least three quarter of the corporate capital.

The transfer of shares mortis causa to other shareholders or to third parties is conditional upon the approval of the general shareholders' meeting representing at least three quarter of the corporate capital belonging to the survivors.

This approval is not required when the shares are transferred to heirs entitled to a compulsory portion or to the surviving spouse.

If the transfer is not approved in either case, the remaining shareholders have a preemption right proportional to their participation in the remaining corporate capital.

Each unexercised preemption right inures proportionally to the benefit of the other shareholders for a duration of three months after the refusal of approval. If the preemption right is not exercised, the initial transfer offer is automatically approved.

Art. 9. Apart from its capital contribution, each shareholder may with the previous approval of the other shareholders make cash advances to the company through the current account. The advances will be recorded on a specific current account between the shareholder who has made the cash advance and the company. They will bear interest at a rate fixed by the general shareholders' meeting with a two third majority. These interests are recorded as general expenses.

The cash advances granted by a shareholder in the form determined by this article shall not be considered as an additional contribution and the shareholder will be recognized as a creditor of the company with respect to the advance and interests accrued thereon.

Art. 10. The death, the declaration of minority, the bankruptcy or the insolvency of a shareholder will not put an end to the company. In case of the death of a shareholder, the company will survive between his legal heirs and the remaining shareholders.

Art. 11. The creditors, assigns and heirs of the shareholders may neither, for whatever reason, affix seals on the assets and the documents of the company nor interfere in any manner in the management of the company. They have to refer to the company's inventories.

Art. 12. The company is managed and administered by one or more managers, whether shareholders or third parties. If several managers have been appointed, they will constitute a board of managers, composed of manager(s) of the category A and manager(s) of the category B.

The mandate of manager is entrusted to him/them until his dismissal ad nutum by the general shareholders' meeting deliberating with a majority of votes.

In case of a single manager, the single manager exercises the powers devolving on the board of managers, and the company shall be validly bound towards third parties in all matters by the sole signature of the manager.

In case of plurality of managers, the company shall be validly bound towards third parties in all matters by the joint signatures of a manager of the category A together with a manager of the category B.

The board of managers can deliberate or act validly only if a majority of the managers is present or represented at a meeting of the board of managers. Decisions shall be taken by a majority vote of the managers present or represented at such meeting. Meetings of the board of managers may also be held by phone conference or video conference or by any other telecommunication means, allowing all persons participating at such meeting to hear one another. The participation in a meeting by these means is equivalent to a participation in person at such meeting.

The board of managers may, unanimously, pass resolutions by circular means expressing its approval in writing, by cable, telegram, telex or facsimile, or any other similar means of communication, to be confirmed in writing. The entirety will form the minutes giving evidence of the passing of the resolution.

The manager(s) has (have) the broadest power to deal with the company's transactions and to represent the company in and out of court.

The manager, or in case of plurality of managers, the board of managers, may appoint attorneys of the company, who are entitled to bind the company by their sole or joint signatures, but only within the limits to be determined by the power of attorney.

Art. 13. No manager enters into a personal obligation because of his function and with respect to commitments regularly contracted in the name of the company; as an agent, he is liable only for the performance of his mandate.

Art. 14. The collective resolutions are validly taken only if they are adopted by shareholders representing more than half of the corporate capital. Nevertheless, decisions amending the articles of association can be taken only by the majority of the shareholders representing three quarter of the corporate capital.

Interim dividends may be distributed under the following conditions:

- interim accounts are drafted on a quarterly or semi-annual basis,
- these accounts must show a sufficient profit including profits carried forward,
- the decision to pay interim dividends is taken by an extraordinary general meeting of the shareholders.

Art. 15. The company's financial year runs from the first of January to the thirty first of December of each year.

Art. 16. Each year, as of the thirty first day of December, the management will draw up the annual accounts and will submit them to the shareholders.

Art. 17. Each shareholder may inspect the annual accounts at the registered office of the company during the fifteen days preceding their approval.

Art. 18. The company may be supervised by one or several supervisory auditors, who need not be shareholders of the company. They will be appointed by the general meeting of shareholders which will fix their number and their remuneration, as well as the term of their office, which must not exceed six years.

In case the number of shareholders exceeds twenty five (25), the supervision of the company must be entrusted to one or more supervisory auditor(s).

Whenever required by law or if the general meeting of shareholders so decides, the company is supervised by one or several approved statutory auditors in lieu of the supervisory auditor(s).

The approved statutory auditors are appointed, pursuant to the related legal provisions, either by the general meeting of shareholders or by the board of managers.

The approved statutory auditors shall fulfill all the duties set forth by the related law.

The supervisory auditors and the approved statutory auditors may be reappointed.

Art. 19. The credit balance of the profit and loss account, after deduction of the general expenses, the social charges, the amortizations and the provisions represents the net profit of the company.

Each year five percent (5%) of the net profit will be deducted and appropriated to the legal reserve. These deductions and appropriations will cease to be compulsory when the reserve amounts to ten percent (10%) of the corporate capital, but they will be resumed until the complete reconstitution of the reserve, if at a given moment and for whatever reasons the latter has been touched. The balance is at the shareholders' free disposal.

Art. 20. In the event of the dissolution of the company for whatever reason, the liquidation will be carried out by the management or any other person appointed by the shareholders.

When the company's liquidation is closed, the company's assets will be distributed to the shareholders proportionally to the shares they are holding.

Losses, if any, are apportioned similarly, provided nevertheless that no shareholder shall be forced to make payments exceeding his contribution.

Art. 21. With respect to all matters not provided for by these articles of association, the shareholders refer to the legal provisions in force.

Art. 22. Any litigation, which will occur during the liquidation of the company, either between the shareholders themselves or between the manager(s) and the company, will be settled, insofar as the company's business is concerned, by arbitration in compliance with the civil procedure.

Transitional provision

The Company's first financial year shall begin on the date of this deed and shall end on the thirty-first (31) of December 2013.

Subscription and Payment

As a consequence of the division of the Company, the shares in the New Company shall be subscribed to by the Sole Shareholder, and fully paid-up, by the transfer of the Transferred Shares, having an aggregate value of four million seven hundred seventy thousand two hundred nineteen United States Dollars and sixty United States Cents (USD 4,770,219.60), to the New Company, it being understood that the difference between the value of the Transferred Shares and the accounting value of the shares allotted to the Sole Shareholder in consideration for the transfer of the Transferred Shares to the New Company, i.e. four million seven hundred fifty thousand two hundred nineteen United States Dollars and sixty United States Cents (USD 4,750,219.60), will be recorded in the share premium account of the New Company.

The valuation of the Transferred Shares is evidenced by the annual accounts of the Company as at December 31, 2012 (the Balance Sheet).

The Balance Sheet, after signature ne varietur by the proxyholder of the appearing party and the undersigned notary, will remain annexed to the present and to be filled with the registration authorities.

Resolutions of the shareholder

Immediately after the incorporation of New Company, the Sole Shareholder, acting in its capacity as sole shareholder of the New Company, and representing the entirety of the subscribed share capital of the New Company, has passed the following resolutions:

1. The following persons are appointed as class A managers of the Company for an indefinite period:

- Emanuele Grippo, born in Bassano del Grappa (Italy), on September 3, 1971, and residing professionally at 65, boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg; and

- Valérie Pechon, born in Caracas (Venezuela), on November 10, 1975, and residing professionally at 65, boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg.

2. The following person is appointed as class B manager of the Company for an indefinite period:

Mark Vrijhoef, born in Zaanstad (the Netherlands), on September 12, 1974, and residing professionally at 65, boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg.

3. The registered office of the New Company is set at 65, boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg.

Fifth resolution

As a consequence of the transfer by the Company of the Transferred Shares to the New Company, the Sole Shareholder resolves to (i) decrease the share capital of the Company by an amount of three thousand eight hundred thirty-one United States Dollars and thirty-nine United States Cents (USD 3,831.39) in order to bring it from its present amount of twenty four million United States (USD 24.000.000), represented by two billion four hundred million (2.400.000.000) shares, having a par value of one United States Cent (USD 0.01) each, to twenty-three million nine hundred ninety-six thousand one hundred sixty-eight United States Dollars and sixty-one United States Cents (USD 23,996,168.61), represented by two billion three hundred ninety-nine million six hundred sixteen thousand eight hundred sixty-one (2,399,616,861) shares, having a par value of one United States Cent (USD 0.01) each (the Share Capital Decrease), and (ii) decrease the capital contribution account (apport en capitaux propres non rémunéré par des titres) of the Company by an amount of four million seven hundred sixty-six thousand three hundred eighty-eight United States Dollars and twenty-one Cents (USD 4,766,388.21), in order to bring it from its present amount of four million seven hundred sixty-six thousand three hundred eighty-eight United States Dollars and twenty-one Cents (USD 4,766,388.21) to zero United States Dollar (USD 0).

Sixth resolution

As a consequence to the Share Capital Decrease, the Sole Shareholder resolves to amend the first paragraph of article 6 of the Articles, so that it shall henceforth read as follows:

" **Art. 6.** The corporate capital is set at twenty-three million nine hundred ninety-six thousand one hundred sixty-eight United States Dollars and sixty-one United States Cents (USD 23,996,168.61) represented by two billion three hundred ninety-nine million six hundred sixteen thousand eight hundred sixty-one (2,399,616,861) shares, having a par value of one United States Cent (USD 0.01) each."

Seventh resolution

The Sole Shareholder resolves to amend the register of shareholders of the Company in order to reflect the above changes with power and authority given to any manager of the Company to proceed, on behalf of the Company, to the registration of the above changes.

Statement

The undersigned notary declares, in accordance with the provisions of article 300 (2) of the Law that he has verified the existence and the validity of the operations and formalities which need to be complied with by the Company and those required pursuant to the Division Proposal.

Evaluation of costs

The aggregate amount of the costs, expenditures, remunerations or expenses, in any form whatsoever, which the Company incurs or for which it is liable amounts to approximately EUR [ ]. [To be included by the notary]

Nothing further being on the agenda, the Meeting is closed.

The undersigned notary, who understands and speaks English, states herewith that on request of the appearing party the present deed is worded in English, followed by a French version at the request of the same appearing parties, in case of discrepancies between the English and the French texts, the English version will prevail.

Whereof, the present deed was drawn up in Esch-sur-Alzette, on the date stated here above.

In witness whereof, We, the Undersigned notary, have set our hand and seal on the day and year first here above mentioned.

The document having been read to the appearing party who signed, together with the notary, this original notarial deed.

Suit la traduction française du texte qui précède:

L'an deux mille treize, le [•] jour du mois de [•],

Par-devant Maître Francis Kesseler, notaire de résidence à Esch-sur-Alzette, Grand-Duché de Luxembourg,

s'est tenue une assemblée générale extraordinaire de l'associé unique (l'Assemblée) de SPINELLE INVESTMENTS S.à r.l., une société à responsabilité limitée de droit luxembourgeois, ayant son siège social au 65, boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg, ayant un capital social de vingt-quatre millions de dollars américains (USD 24.000.000) et immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 167.042 (la Société). La Société a été constituée par un acte de Maître Jean Seckler, notaire résidant à Junglinster, Grand-Duché du Luxembourg, le 19 janvier 2012, publié au Mémorial C, Recueil des Sociétés et Associations (le Mémorial) sous le numéro 898 le 5 avril 2012. Les statuts de la Société (les Statuts) ont été modifiés pour la dernière fois suivant un acte de Maître Francis Kesseler, notaire de résidence à Esch-sur-Alzette, Grand-Duché de Luxembourg, le 22 mars 2013, publié au Mémorial sous le numéro 1445 le 18 juin 2013.

A COMPARU:

Spinelle Overseas Investments B.V., une société à responsabilité limitée (besloten vennootschap met beperkte aansprakelijkheid), constituée selon le droit néerlandais, ayant son siège social à Amsterdam et immatriculée à la Chambre de Commerce d'Amsterdam sous le numéro 55302076 (l'Associé Unique),

ici représentée par [•], [•], ayant sa résidence professionnelle à Esch-sur-Alzette, en vertu d'une procuration donnée sous seing privé.

Ladite procuration, après signature ne varietur par le mandataire de la partie comparante et le notaire instrumentant, restera annexée au présent acte pour les besoins de l'enregistrement.

La partie comparante, représentée comme indiqué ci-dessus, a prié le notaire instrumentant d'acter ce qui suit:

I. que deux milliards quatre cent millions (2.400.000.000) parts sociales, ayant une valeur nominale d'un cent américain (USD 0,01) chacune, et représentant l'entièreté du capital social de la Société, sont dûment représentées à l'Assemblée qui est dès lors régulièrement constituée et peut délibérer sur les points de l'ordre du jour, ci-après reproduits.

II. que l'ordre du jour de l'Assemblée est libellé de la manière suivante:

1. confirmation de la renonciation par l'associé unique de la Société de l'application des articles 293, 294 paragraphe 1 et 295 paragraphe 1 c) et d) de la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée (la Loi);

2. approbation du projet de scission de la Société (le Projet de Scission) par le transfert de toutes les actions détenues par la Société dans MOTFIVE S.A.P.I. de C.V., une société mexicaine (sociedad an nima promotora de inversion de capital variable), régie par le droit mexicain, ayant son siege social à Avenida Americas No. 999, piso 13, Col. Villas del Country, 44619 Guadalajara, Jalisco, Mexique et immatriculée au Registre du Commerce Public de l'Etat de Jalisco sous le numéro 70143*1 (les Actions Transférées) à une société à responsabilité limitée à constituer;

3. constitution de la société récipiendaire de la scission sous la dénomination SPINELLE INVESTMENTS II S.à r.l. (la Nouvelle Société);

4. diminutions du compte de capital social et de comptes des apports en capitaux propres non rémunérés par des titres de la Société en conséquence de l'approbation du Projet de Scission;

5. modification du premier paragraphe de l'article 6 des statuts de la Société afin de refléter la diminution de capital social décrite au point 4.;

6. délégation de pouvoirs; et

7. divers.

III. qu'après que les faits précités aient été approuvés par l'Associé Unique, l'Associé Unique a pris les résolutions suivantes:

Première résolution

L'Associé Unique confirme renoncer à l'application des articles 293, 294 paragraphe 1 et 295 paragraphe 1 c) et d) de la Loi, en vertu de l'article 296 de la Loi et d'une lettre de renonciation signée par l'Associé Unique et datée du [•] 2013.

Une copie de la lettre de renonciation signée par l'Associé Unique restera attachée au présent acte afin d'être enregistrée avec lui auprès de l'enregistrement.

Deuxième résolution

En vertu de l'article 291 de la Loi, l'Associé Unique décide d'approuver le Projet de Scission signé par la Société le [•] 2013 et publié au Mémorial C, Recueil des Sociétés et Associations n° [•] en date du [•] 2013.

Troisième résolution

Au vu de ce qui précède, l'Associé Unique décide d'adopter les statuts de la Nouvelle Société et a prié le notaire instrument d'acter de la façon suivante ces statuts:

Art. 1 er . Il est formé par les présentes une société à responsabilité limitée qui sera régie par les lois en vigueur et notamment par celle modifiée du 10 août 1915 sur les sociétés commerciales, ainsi que par les présents statuts.

Art. 2. La société prend la dénomination de «SPINELLE INVESTMENTS II S.à r.l.».

Art. 3. La société a pour objet l'acquisition, la gestion, la mise en valeur et l'aliénation de participations, de quelque manière que ce soit, dans d'autres sociétés luxembourgeoises et étrangères. Elle peut aussi contracter des emprunts et accorder aux sociétés, dans lesquelles elle a une participation directe ou indirecte ou qui sont membres du même groupe, toutes sortes d'aides, de prêts, d'avances et de garanties.

La société peut par ailleurs (i) gérer (a) ses propres biens et/ou (b) les biens de ses filiales, associés et filiales de ses associés et (c) les biens de sociétés et entreprises du même groupe que la société pour le compte de/pour le bénéfice de ses sociétés mères et/ou nommer un ou plusieurs gestionnaires de biens qui administreront ces biens, et/ou (ii) donner des conseils d'investissement, économiques, commerciaux ou financiers, des estimations, d'analyses, de services de gestion et de recommandations (a) à ses associés, ses filiales ou à d'autres filiales de ses associés, et (b) de manière générale aux sociétés et entreprises du même groupe que la société, étant entendu que la société ne peut pas effectuer d'activité réglementée sans avoir obtenu l'autorisation requise.

Elle peut créer des succursales au Luxembourg et à l'étranger.

Par ailleurs, la société peut acquérir et aliéner toutes autres valeurs mobilières par souscription, achat, échange, vente ou autrement.

Elle peut également acquérir, mettre en valeur et aliéner des brevets et licences, ainsi que des droits en dérivant ou les complétant.

De plus, la société a pour objet l'acquisition, la gestion, la mise en valeur et l'aliénation d'immeubles situés tant au Luxembourg qu'à l'étranger.

D'une façon générale, la société peut faire toutes opérations commerciales, industrielles et financières, de nature mobilière et immobilière, susceptibles de favoriser ou de compléter les objets ci-avant mentionnés.

Art. 4. Le siège social est établi à Luxembourg-Ville.

L'adresse du siège social peut être transférée à l'intérieur de la ville par simple décision du gérant ou, en cas de pluralité de gérants, du conseil de gérance.

Le siège social peut être transféré en tout autre endroit du Grand-Duché de Luxembourg par une délibération de l'assemblée générale extraordinaire des associés délibérant comme en matière de modification des statuts.

Dans le cas où des événements extraordinaires d'ordre politique ou économique de nature à compromettre l'activité normale au siège social ou la communication aisée de ce siège avec l'étranger se produiraient ou seraient imminents, le siège social pourra être transféré provisoirement à l'étranger jusqu'à cessation complète des circonstances anormales. Une telle décision n'aura aucun effet sur la nationalité de la société. La déclaration de transfert de siège sera faite et portée à la connaissance des tiers par l'organe de la société qui se trouvera le mieux placé à cet effet dans les circonstances données.

Art. 5. La société est constituée pour une durée indéterminée.

Art. 6. Le capital social est fixé à vingt mille dollars américains (USD 20.000), représenté par deux million (2.000.000) de parts sociales ayant une valeur nominale d'un centime de dollar américain (USD 0,01) chacune.

Lorsque, et aussi longtemps qu'un associé réunit toutes les parts sociales entre ses seules mains, les articles 200-1 et 200-2, entre autres, de la loi modifiée sur les sociétés commerciales sont d'application, c'est-à-dire chaque décision de l'associé unique ainsi que chaque contrat entre celui-ci et la société doivent être établis par écrit et les clauses concernant les assemblées générales des associés ne sont pas applicables.

La société peut acquérir ses propres parts à condition qu'elles soient annulées et le capital réduit proportionnellement.

Art. 7. Les parts sociales sont indivisibles à l'égard de la société, qui ne reconnaît qu'un seul propriétaire pour chacune d'elles. S'il y a plusieurs propriétaires d'une part sociale, la société a le droit de suspendre l'exercice des droits afférents, jusqu'à ce qu'une seule personne soit désignée comme étant à son égard, propriétaire de la part sociale. Il en sera de même en cas de conflit opposant l'usufruitier et le nu-propriétaire ou un débiteur et un créancier-gagiste. Toutefois, les droits de vote attachés aux parts sociales grevées d'usufruit sont exercés par le seul usufruitier.

Art. 8. Les cessions de parts entre vifs à des associés sont libres et les cessions de parts entre vifs à des non-associés sont subordonnées à l'agrément donné en assemblée générale des associés représentant les trois quarts au moins du capital social.

Les cessions de parts à cause de mort à des associés et à des non-associés sont subordonnées à l'agrément donné en assemblée générale des associés représentant les trois quarts au moins du capital social appartenant aux survivants.

Cet agrément n'est pas requis lorsque les parts sont transmises à des héritiers réservataires, soit au conjoint survivant.

En cas de refus d'agrément dans l'une ou l'autre des hypothèses, les associés restants possèdent un droit de préemption proportionnel à leur participation dans le capital social restant.

Le droit de préemption non exercé par un ou plusieurs associés échoit proportionnellement aux autres associés. Il doit être exercé dans un délai de trois mois après le refus d'agrément. Le non-exercice du droit de préemption entraîne de plein droit agrément de la proposition de cession initiale.

Art. 9. A côté de son apport, chaque associé pourra, avec l'accord préalable des autres associés, faire des avances en compte-courant de la société. Ces avances seront comptabilisées sur un compte-courant spécial entre l'associé, qui a fait l'avance, et la société. Elles porteront intérêt à un taux fixé par l'assemblée générale des associés à une majorité des deux tiers. Ces intérêts seront comptabilisés comme frais généraux.

Les avances accordées par un associé dans la forme déterminée par cet article ne sont pas à considérer comme un apport supplémentaire et l'associé sera reconnu comme créancier de la société en ce qui concerne ce montant et les intérêts.

Art. 10. Le décès, l'interdiction, la faillite ou la déconfiture d'un des associés ne mettent pas fin à la société. En cas de décès d'un associé, la société sera continuée entre les associés survivants et les héritiers légaux.

Art. 11. Les créanciers, ayants droit ou héritiers des associés ne pourront pour quelque motif que ce soit, apposer des scellés sur les biens et documents de la société, ni s'immiscer en aucune manière dans les actes de son administration. Ils doivent pour l'exercice de leurs droits s'en rapporter aux inventaires sociaux.

Art. 12. La société est gérée et administrée par un ou plusieurs gérants, associés ou non. Si plusieurs gérants sont nommés, ils constitueront un conseil de gérance, composés de gérant(s) de catégorie A et de gérant(s) de catégorie B.

Le mandat de gérant lui/leur est confié jusqu'à révocation ad nutum par l'assemblée des associés délibérant à la majorité des voix.

En cas de gérant unique, le gérant unique exercera les pouvoirs dévolus au conseil de gérance, et la société sera valablement engagée envers les tiers en toutes circonstances par la seule signature du gérant.

En cas de pluralité de gérants, la société sera valablement engagée envers les tiers en toutes circonstances par la signature conjointe d'un gérant de catégorie A ensemble avec un gérant de catégorie B.

Le conseil de gérance ne pourra délibérer et/ou agir valablement que si la majorité au moins des gérants est présente ou représentée à une réunion du conseil de gérance. Les décisions sont prises à la majorité des voix des gérants présents ou représentés. Le conseil de gérance peut également être réuni par conférence téléphonique, par vidéo conférence ou par tout autre moyen de communication, permettant à tous les participants de s'entendre mutuellement. La participation à une réunion tenue dans ces conditions est équivalente à la présence physique à cette réunion.

Le conseil de gérance peut, à l'unanimité, adopter des résolutions par voie circulaire en donnant son accord par écrit, par câble, télégramme, télex, télécopie ou par tout autre moyen de communication similaire, à confirmer par écrit. L'ensemble de ces documents constituera le procès-verbal justifiant de l'adoption de la résolution.

Le ou les gérants ont les pouvoirs les plus étendus pour accomplir les affaires de la société et pour représenter la société judiciairement et extrajudiciairement.

Le gérant ou, en cas de pluralité de gérants, le conseil de gérance, peut nommer des fondés de pouvoir de la société, qui peuvent engager la société par leurs signatures individuelles ou conjointes, mais seulement dans les limites à déterminer dans la procuration.

Art. 13. Tout gérant ne contracte, à raison de sa fonction aucune obligation personnelle quant aux engagements régulièrement pris par lui au nom de la société; simple mandataire, il n'est responsable que de l'exécution de son mandat.

Art. 14. Les décisions collectives ne sont valablement prises que pour autant qu'elles soient adoptées par les associés représentant plus de la moitié du capital social. Toutefois, les décisions ayant pour objet une modification des statuts ne pourront être prises qu'à la majorité des associés représentant les trois quarts du capital social.

Des dividendes intérimaires peuvent être distribués dans les conditions suivantes:

- des comptes intérimaires sont établis sur une base trimestrielle ou semestrielle,
- ces comptes doivent montrer un profit suffisant, bénéfices reportés inclus,
- la décision de payer des dividendes intérimaires est prise par une assemblée générale extraordinaire des associés.

Art. 15. L'exercice social court du premier janvier au trente et un décembre de chaque année.

Art. 16. Chaque année, au trente et un décembre, la gérance établira les comptes annuels et les soumettra aux associés.

Art. 17. Tout associé peut prendre au siège social de la société communication des comptes annuels pendant les quinze jours qui précéderont son approbation.

Art. 18. La société peut être surveillée par un ou plusieurs commissaires, lesquels ne seront pas nécessairement associés de la société. Ils seront nommés par l'assemblée générale, qui fixera leur nombre et leur rémunération, ainsi que la durée de leur mandat, qui ne peut excéder six ans.

Si le nombre des associés dépasse vingt-cinq (25), la surveillance de la société doit être confiée à un ou plusieurs commissaire(s).

Chaque fois que la loi le requiert ou si l'assemblée générale le souhaite, la société est contrôlée par un ou plusieurs réviseurs d'entreprises agréés à la place du (des) commissaire(s).

Les réviseurs d'entreprises agréés sont nommés, selon les stipulations légales afférentes, soit par l'assemblée générale, soit par le conseil de gérance.

Les réviseurs d'entreprises agrées remplissent toutes les tâches prévues par la loi afférente.

Les commissaires et les réviseurs d'entreprises agréés peuvent être réélus.

Art. 19. L'excédent favorable du compte de profits et pertes, après déduction des frais généraux, charges sociales, amortissements et provisions, constitue le bénéfice net de la société.

Chaque année, cinq pour cent (5%) du bénéfice net seront prélevés et affectés à la réserve légale. Ces prélèvements et affectations cesseront d'être obligatoires lorsque la réserve aura atteint un dixième du capital social, mais devront être repris jusqu'à entière reconstitution, si à un moment donné et pour quelque cause que ce soit, le fonds de réserve se trouve entamé. Le solde est à la libre disposition des associés.

Art. 20. En cas de dissolution de la société pour quelque raison que ce soit, la liquidation sera faite par la gérance ou par toute personne désignée par les associés.

La liquidation de la société terminée, les avoirs de la société seront attribués aux associés en proportion des parts sociales qu'ils détiennent.

Des pertes éventuelles sont réparties de la même façon, sans qu'un associé puisse cependant être obligé de faire des paiements dépassant ses apports.

Art. 21. Pour tout ce qui n'est pas prévu par les présents statuts, les associés s'en réfèrent aux dispositions légales en vigueur.

Art. 22. Tous les litiges, qui naîtront pendant la liquidation de la société, soit entre les associés eux-mêmes, soit entre le ou les gérants et la société, seront réglés, dans la mesure où il s'agit d'affaires de la société, par arbitrage conformément à la procédure civile.

Disposition transitoire

Le premier exercice commencera à la date du présent acte et se terminera le trente et un (31) décembre 2013.

Souscription et Libération

En conséquence de la scission de la Société, les parts sociales de la Nouvelle Société seront souscrites par l'Associé Unique, et entièrement libérées, par le transfert des Actions Transférées, ayant une valeur totale de quatre millions sept cent soixante-dix mille deux cent dix-neuf dollars américains et soixante cents (USD 4.770.219,60), à la Nouvelle Société, étant entendu que la différence entre la valeur des Actions Transférées et la valeur comptable des parts sociales allouées à l'Associé Unique en échange du transfert des Actions Transférées à la Nouvelle Société, à savoir quatre millions sept cent cinquante mille deux cent dix-neuf dollars américains et soixante cents (USD 4.750.219,60), sera inscrit au compte de prime d'émission de la Nouvelle Société.

L'estimation des Actions Transférées est constatée par les comptes annuels de la Société au 31 décembre 2012 (le Bilan).

Le Bilan, après signature ne varietur par le mandataire de la partie comparante et le notaire instrumentant, restera annexé au présent acte pour être soumis avec lui aux formalités de l'enregistrement.

Résolutions de l'Associé

Immédiatement après la constitution de la Nouvelle Société, l'Associé Unique, agissant en sa capacité d'associé unique de la Société, et représentant l'entièreté du capital social de la Nouvelle Société, a pris les décisions suivantes:

1. Les personnes suivantes sont nommées gérants de classe A de la Société pour une durée indéterminée:

- Emanuele Grippo, né à Bassano del Grappa (Italie), le 3 septembre 1971, et résidant professionnellement au 65, boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg; et

- Valérie Pechon, née à Caracas (Vénézuela), le 10 novembre 1975, et résidant professionnellement au 65, boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg.

2. La personne suivante est nommée gérant de classe B de la Société pour une durée indéterminée:

Mark Vrijhoef, né à Zaanstad (Pays-Bas), le 2 septembre 1974, et résidant professionnellement au 65, boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg.

3. Le siège social de la Nouvelle Société est établi au 65, boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg.

Cinquième résolution

En conséquence du transfert de la Société des Actions Transférées à la Nouvelle Société, l'Associé Unique décide de (i) diminuer le capital social de la Société par un montant de trois mille huit cent trente et un dollars américains et trente-neuf cents (USD 3.831,39) afin de le porter de son montant actuel de vingt-quatre millions dollars américains (USD 24.000.000), représenté par deux milliards quatre cent millions (2.400.000.000) parts sociales, ayant une valeur nominale de un cent (USD 0,01) chacune, à un montant de vingt-trois millions neuf cent quatre-vingt-seize mille cent soixante-huit dollars américains et soixante et un cents (USD 23.996.168,61), représenté par deux milliards trois cent quatre-vingt-dix-neuf millions six cent seize mille huit cent soixante et un (2.399.616.861) parts sociales, ayant une valeur nominale de un cent (USD 0,01) chacune (la Diminution de Capital), et (ii) diminuer le compte des apports en capitaux propres non rémunérés par des titres de la Société par un montant de quatre millions sept cent soixante-six mille trois cent quatre-vingt-huit dollars américains et vingt et un cents (USD 4.766.388,21), afin de le porter de son montant actuel de quatre millions sept cent soixante-six mille trois cent quatre-vingt-huit dollars américains et vingt et un cents (USD 4.766.388,21) à un montant de zéro dollar américain (USD 0).

Sixième résolution

En conséquence de la Diminution de Capital, l'Associé Unique décide de modifier le premier paragraphe de l'article 6 des Statuts, de sorte qu'il aura désormais la teneur suivante:

« **Art. 6.** Le capital social est fixé à vingt-trois millions neuf cent quatre-vingt-seize mille cent soixante-huit dollars américains et soixante et un cents (USD 23.996.168,61), représenté par deux milliards trois cent quatre-vingt-dix-neuf millions six cent seize mille huit cent soixante et un (2.399.616.861) parts sociales, ayant une valeur nominale de un cent (USD 0,01) chacune.»

Septième résolution

L'Associé Unique décide de modifier le registre des associés de la Société afin de refléter les changements ci-dessus avec pouvoir et autorité donnés à tout gérant de la Société de procéder, pour le compte de la Société, à l'enregistrement des changements ci-dessus.

Déclaration

Le notaire instrumentant déclare, en vertu des provisions de l'article 300 (2) de la Loi, avoir vérifié l'existence et la validité des opérations et formalités qui doivent être remplies par la Société et celles requises en vertu du Projet de Scission.

Evaluation des frais

Le montant global des frais, dépenses, rémunérations et charges, sous quelque forme que ce soit, qui incombent à la Société ou pour lesquels elle est responsable, est d'environ [•] euro (EUR [•]).

Plus aucun point n'étant à l'ordre du jour, l'Assemblée est clôturée.

Le notaire soussigné qui comprend et parle l'anglais, déclare qu'à la demande de la partie comparante, le présent acte est rédigé en langue anglaise suivi d'une version française, et en cas de divergences entre le texte anglais et français, la version anglaise fera foi.

Dont acte, fait et passé à Esch-sur-Alzette, date qu'en tête des présentes.

Et après lecture faite à la partie comparante, elle a signé avec le notaire, l'original du présent acte.

Schedule 2. Financial statements of the Company as of December 31, 2012

Annexe 2. Etats financiers de la Société au 31 décembre 2012

SPINELLE INVESTMENTS S.à r.l.

R.C.S. Luxembourg B 167.042

Balance-sheet in USD at 31/12/2012

	Foreign	19/01/2012 - 31/12/2012 Booking
ASSETS		
C. Fixed assets		
C.III. Financial fixed assets		
1. Shares in affiliated undertakings		
2311000 MXN MOTFIVE SAPI DE CV - 99.99%	61,671,774.00	4,770,219.60
2311001 MXN MOTFOUR SAPI DE CV - 99.99%	318,808,799.00	24,003,819.92
		28,774,039.52
D. Current assets		
D.II. Debtors		
4. Other receivables		
a) becoming due and payable within one year		
4214100 EUR DIRECT TAXATION AUTHORITY (ACD) - CIT 2	1,050.00	1,357.03
		1,357.03
D.IV. Cash at bank, cash in postal cheque accounts, cheques and cash in hand		
5131000 EUR BANK AT SIGHT	7,041.28	9,290.26
		9,290.26
TOTAL ASSETS		28,784,686.81
LIABILITIES		
A. Equity		
A.I. Subscribed capital		
1010001 USD SUBSCRIBED CAPITAL		24,015,355.00
		24,015,355.00
A.II. Share premium and similar premiums		
1150000 USD CAPITAL CONTRIBUTION NOT REMUNERATE		4,766,388.21
		4,766,388.21
A.VI. Profit or loss for the financial year		(57,377.09)
C. Provisions		
2. Provisions for taxation		
1821012 EUR PROVISIONS FOR CORPORATE INCOME TAX	1,575.00	2,078.06
		2,078.06
3. Other provisions		
1881000 EUR PROVISION INTERTRUST (LUXEMBOURG) S.A.	5,329.78	7,032.12
		7,032.12
D. Non subordinated debts		
D.4. Trade creditors		
a) becoming due and payable within one year		
4411100 EUR Me JEAN SECKLER	6,292.65	8,302.52
4411102 EUR INTERTRUST (LUXEMBOURG) SA	10,064.54	13,279.15
		21,581.67
D.6. Amounts owed to affiliated undertakings		
a) becoming due an payable within one year		
4511800 EUR DEBT MOTFOUR - PMT INVOICES ON BEHALF	22,914.80	29,628.84
		29,628.84
TOTAL LIABILITIES		28,784,686.81

Bilan en USD au 31/12/2012

	Devise étrangère	19/01/2012 - 31/12/2012 Valeur comptable
ACTIFS		
C. Actifs fixes		
C.III. Actifs immobilisés		
1. Parts sociales dans des entreprises apparentées		
2311000 MXN MOTFIVE SAPI DE CV - 99,99%	61.671.774,00	4.770.219,60
2311001 MXN MOTFOUR SAPI DE CV - 99,99%	318.808.799,00	24.003.819,92
		28.774.039,52
D. Actifs circulants		
D.II. Débiteurs		
4. Autres créances		
a) exigible endéans un an		
4214100 EUR DIRECT TAXATION AUTHORITY (ACD)	1.050,00	1.357,03
		1.357,03
D.IV. Actif disponible à la banque, actif disponible en compte chèques et espèces en caisse		
5131000 EUR CHEQUES ET LQUIDITES	7.041,28	9.290,26
		9.290,26
TOTAL ACTIFS		28.784.686,81
PASSIFS		
A. Capital		
A.I. Capital souscrit		
1010001 USD CAPITAL SOUSCRIT		24.015.335,00
		24.015.335,00
A.II. Prime d'émission et primes assimilées		
1150000 USD APPORT EN CAPITAL NON RÉMUNÉRÉ		4.766.388,21
		4.766.388,21
A.VI. Profit ou perte pour l'exercice social		(57.377,09)
C. Provisions		
2. Provisions fiscales		
1821012 EUR PROVISIONS POUR L'IMPÔT SUR LES SOCIÉTÉS	1.575,00	2.078,06
		2.078,06
3. Autres provisions		
1821012 EUR PROVISIONS INTERTRUST (LUXEMBOURG) S.A.	5.329,78	7.032,12
		7.032,12
D. Dettes non subordonnées		
D.4. Créanciers		
a) exigible endéans un an		
4411100 EUR Me JEAN SECKLER	6.292,65	8.302,52
4411102 EUR INTERTRUST (LUXEMBOURG) S.A.	10.064,54	13.279,15
		21.581,67
D.6. Montant exigible à des entreprises apparentées		
a) exigible endéans un an		
4511800 EUR DEBT MOTFOUR - PMT FACTURES AU NOM	22.914,80	29.628,84
		29.628,84
TOTAL PASSIFS		28.784.686,81

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BMG RM Investments Luxembourg S.àr.l., Société à responsabilité limitée.

Siège social: L-1543 Luxembourg, 45, boulevard Pierre Frieden.

R.C.S. Luxembourg B 146.948.

Vorschlag für eine grenzüberschreitende Verschmelzung
BMG RM Investments Luxembourg S.à r.l.
und
BMG RM Netherlands B.V.

Die Unterzeichnenden:

1. a, Andrew Buckhurst; und
b Dr. Thomas Andreas Götz,
die zusammen den gesamten Geschäftsführerrat der BMG RM Investments Luxembourg S.à r.l. bilden,
und
2. a. Guillaume Horatio Ellis, geboren in Paramaribo, Surinam, am 25. August 1955; und
b. die Übernehmende Gesellschaft (wie unten definiert),
die zusammen den gesamten Geschäftsführerrat der BMG RM Netherlands B.V. bilden
nehmen das Folgende vor
GEMEINSAMER ENTWURF DER BESTIMMUNGEN DER GRENZÜBERSCHREITENDEN VERSCHMELZUNG ("ZUSAMMENSCHLUSSVORHABEN"):

1. Verschmelzende Gesellschaften.

1.1. BMG RM Investments Luxembourg S.à.r.l. ist eine Luxemburger Gesellschaft mit beschränkter Haftung (société ä responsabilité limitée) gegründet unter den Gesetzen von Luxemburg, mit eingetragenem Sitz in Luxemburg und der Anschrift: Boulevard Pierre Frieden 45, L-1543 Luxembourg, Großherzogtum Luxemburg, mit einem Stammkapital von EUR 4.026.042,97, eingetragen im Luxemburger Handels- und Gesellschaftsregister (Registre de Commerce et des Sociétés) unter der Nummer: B 146 948 (die "Übernehmende Gesellschaft").

1.2, BMG RM Netherlands B.V. ist eine Niederländische Gesellschaft mit beschränkter Haftung, gegründet unter den Gesetzen der Niederlande, mit Gesellschaftssitz in Amsterdam in den Niederlanden und der Anschrift: 1391 AB Abcoude, die Niederlande, Amsterdamsestraatweg 28, eingetragen im Handelsregister unter der Nummer: 30268503 (die "Übernommene Gesellschaft", und zusammen mit der Übernehmenden Gesellschaft hiernach die "Verschmelzenden Gesellschaften").

1.3. Die Übernehmende Gesellschaft ist die einzige Gesellschafterin der Übernommenen Gesellschaft und hält alle Anteile.

1.4 Alle ausgegebenen Geschäftsanteile der Übernommenen Gesellschaft wurden vollständig eingezahlt und bezüglich dieser Anteile liegen keine Anzeigen des Depositars über ausstehende Rechte vor und bezüglich dieser Anteile existieren keine

Proposal for a cross-border merger
BMG RM Investments Luxembourg S.à r.l.
and
BMG RM Netherlands B.V.

The undersigned:

1. a. Andrew Buckhurst; and
b. Dr. Thomas Andreas Götz,
together constituting the entire board of managers BMG RM Investments Luxembourg S.à r.l.,
and

2. a, Guillaume Horatio Ellis, born in Paramaribo, Surinam, on 25 August 1955; and
b. the Acquiring Company (as defined below),

together constituting the entire managing board of BMG RM Netherlands B.V.

do the following
COMMON DRAFT TERMS OF THE CROSS-BORDER MERGER ("MERGER PROPOSAL"):

1. Merging companies.

1.1. BMG RM Investments Luxembourg S:à.r.l. is a Luxembourg private limited liability company (société à responsabilité limitée) incorporated under the laws of Luxembourg, with corporate seat in Luxembourg and address: Boulevard Pierre Frieden 45, L-1543 Luxembourg, Grand Duchy of Luxembourg, with a share capital of EUR 4,026,042.97, registered with the Luxembourg Trade and Companies Register (Registre de Commerce et des Sociétés) under number: B 146 948 (the "Acquiring Company").

1.2. BMG RM Netherlands B.V. is a Dutch private company with limited liability incorporated under the laws of the Netherlands, with corporate seat in Amsterdam, the Netherlands and address: 1391 AB Abcoude, the Netherlands, Amsterdamsestraatweg 28, registered at the trade register under number: 30268503 (the "Disappearing Company", and together with the Acquiring Company hereinafter referred to as the "Merging Companies").

1.3. The Acquiring Company is the sole shareholder of the Disappearing Company holding all existing shares.

1.4. All issued shares in the share capital of the Disappearing Company have been fully paid up and with respect to those shares there are no depositary receipts with meeting rights outstanding and with respect to those shares no right of usufruct or pledge is in existence.

Nießbrauchs oder Pfandrechte.

1.5. Es existieren keine Anteile ohne Stimmrecht und keine nicht-gewinnbezugsberechtigten Anteile am gezeichneten Stammkapital der Übernommenen Gesellschaft.

1.5. There are no non-voting shares and no shares not entitled to profits in the issued share capital of the Disappearing Company.

1.6. Es existieren keine Anteile einer speziellen Klasse und keine Anteile mit einer speziellen Bezeichnung im gezeichneten Stammkapital der Übernommenen Gesellschaft.

1.6. There are no shares of a specific class and no shares with a specific indication in the issued share capital of the Disappearing Company.

1.7. Die Satzung der Übernehmenden Gesellschaft befindet sich im Wortlaut in Annex A zu diesem Vorschlag. Die Satzung der Übernehmenden Gesellschaft soll bei Gelegenheit der Verschmelzung nicht geändert werden.
Der vorgenannte Annex ist integraler Bestandteil dieses Zusammenschlussvorhabens.

1.7. The articles of association of the Acquiring Company read now as indicated in Annex A to this proposal. The articles of association of the Acquiring Company shall not be amended on the occasion of the merger.
The Annex mentioned above is an integrated part of this Merger Proposal.

1.8. Weder die Übernehmende, noch die Übernommene Gesellschaft haben einen Aufsichtsrat.

1.8. Neither the Acquiring Company nor the Disappearing Company have both a supervisory board.

1.9. Keine der Verschmelzenden Gesellschaften wurde aufgelöst, für insolvent erklärt oder steht unter Zahlungsaufschub.

1.9. None of the Merging Companies has been dissolved, has been declared bankrupt or is under moratorium of payment.

1.10. Die Verschmelzenden Gesellschaften haben weder Angestellte noch Vertretungsorgane dieser Angestellten.

1.10. The Merging Companies do neither have employees nor employee representation bodies.

2. Verschmelzung und Vermögensübertragung.

2. Merger and Transfer of assets.

2.1. Die Übernehmende Gesellschaft soll gemäß Abschnitt XIV des Luxemburger Gesetzes vom 10. August 1915 über die Handelsgesellschaften, so wie von Zeit zu Zeit geändert (das "LSC"), Titel 7, Buch 2 des Niederländischen Zivilgesetzbuches und den Voraussetzungen der Richtlinie 2005/56/EG des Europäischen Parlaments und des Rats vom 26. Oktober 2005 über grenzüberschreitende Verschmelzungen, mit der Übernommenen Gesellschaft verschmelzen, wobei die Übernehmende Gesellschaft alle Vermögenswerte und Verpflichtungen der Übernommenen Gesellschaft im Wege der Universalsukzession übernehmen und die Übernommene Gesellschaft aufhören soll, zu bestehen.

2.1. The Acquiring Company shall merge pursuant to section XIV of the Luxembourg Law of 10 August 1915 governing commercial companies, as amended from time to time (the "LSC"), Title 7, Book 2 of the Dutch Civil Code and the legal requirements of the directive 2005/56/EC of the European Parliament and of the European Council of 26 October 2005 on cross-border mergers, with the Disappearing Company whereby the Acquiring Company shall acquire all the assets and liabilities of the Disappearing Company by universal succession of title and the Disappearing Company shall cease to exist.

2.2. Auf die Verschmelzung zwischen den Verschmelzenden Gesellschaften findet Abschnitt XIV des LSC und Teil 3A "Spezielle Bestimmungen für grenzüberschreitende Verschmelzungen" des Büches 2 des Niederländischen Zivilgesetzbuches Anwendung.

2.2. On the merger between the Merging Companies applies section XIV of the LSC and Part 3A "Specific Provisions for cross-border mergers" of Book 2 of the Dutch Civil Code.

2.3. Es ist vorgesehen, dass die Aktivitäten der Übernommenen Gesellschaft unverändert von der Übernehmenden Gesellschaft fortgeführt werden sollen.

2.3, It is intended that the activities of the Disappearing Company shall be continued by the Acquiring Company the same way.

2.4. Vom Wirksamkeitsdatum (wie in 3.1 definiert) an sollen alle Rechte und Verpflichtungen der Übernommenen Gesellschaft gegenüber Dritten auf die Übernehmende Gesellschaft übergehen. Die Übernehmende Gesellschaft wird insbesondere die Schulden als eigene Schulden und alle Zahlungsverpflichtungen der Übernommenen Gesellschaft übernehmen. Die Rechte und Ansprüche

2.4, As of the Effective Date (as defined in 3.1), all rights and obligations of the Disappearing Company vis-à-vis third parties shall be taken over by the Acquiring Company. The Acquiring Company will in particular take over the debts as own debts and all payment obligations of the Disappearing Company. The rights and claims comprised in the assets of the Disappearing Company shall be transferred to the Acquiring Company with all securities, either in rem or personal, attached thereto.

aus dem Vermögen der Übernommenen Gesellschaft sollen mit allen daran haftenden Sicherheiten, entweder dinglicher oder persönlicher Natur, auf die Übernehmende Gesellschaft übergehen.

2.5. Die Übernehmende Gesellschaft soll, vom Wirksamkeitsdatum an (so wie in 3.1 definiert), allen Vereinbarungen und Verpflichtungen der Übernommenen Gesellschaft jedweder Art, wie etwa Vereinbarungen und Verpflichtungen, die zum Wirksamkeitsdatum bestehen und insbesondere, sofern vorhanden, den Vereinbarungen mit Gläubigern der Übernommenen Gesellschaft, nachkommen und sie soll allen Rechten und Pflichten aus solchen Vereinbarungen unterworfen sein.

2.5. The Acquiring Company shall, from the Effective Date (as defined in 3.1), carry out all agreements and obligations of whatever kind of the Disappearing Company such as the agreements and obligations existing on the Effective Date and in particular carry out all agreements existing, if any, with the creditors of the Disappearing Company and shall be subrogated to all rights and obligations from such agreements.

2.6. Die Übernehmende Gesellschaft selbst soll alle Formalitäten erfüllen, die notwendig oder nützlich sind, um die Verschmelzung und die Übertragung und Abtretung der Vermögenswerte und Verbindlichkeiten der Übernommenen Gesellschaft auf die Übernehmende Gesellschaft wirksam werden zu lassen. Soweit es kraft Gesetzes erforderlich ist oder als notwendig oder nützlich erscheint, sollen die Verschmelzenden Gesellschaften angemessene Übertragungsmittel anwenden, um den Übergang der Vermögenswerte und Verbindlichkeiten der Übernommenen Gesellschaft auf die Übernehmende Gesellschaft wirksam werden zu lassen.

2.6. The Acquiring Company shall itself carry out all formalities which are necessary or useful to carry into effect the merger and the transfer and assignment of the assets and liabilities of the Disappearing Company to the Acquiring Company. Insofar as required by law or deemed necessary or useful, appropriate transfer instruments shall be executed by the Merging Companies to effect the transfer of the assets and liabilities transferred by the Disappearing Company to the Acquiring Company.

2.7 Der Zusammenschluss hat keine Auswirkungen auf die Beträge des Goodwill und die ausschüttbaren Reserven in der Bilanz der Übernehmenden Gesellschaft.

2.7. The merger has no impact on the amounts of the goodwill and the distributable reserves in the balance sheet of the Acquiring Company.

3. Schlussbilanz. Wirksamkeitsdatum.

3. Closing balance, Effective date.

3.1. In Übereinstimmung mit Artikel 273ter des Luxemburger Gesetzes wird die Verschmelzung vom Datum der Veröffentlichung des Protokolls der über die Verschmelzung entscheidenden Gesellschafterversammlung der Übernehmenden Gesellschaft im Mémorial C, Recueil des Sociétés et Associations an gegenüber Dritten wirksam sein (das "Wirksamkeitsdatum") und wird die in Artikel 274 des LSC (unter Ausschluss des Artikel 274 (1) b des LSC) beschriebenen Rechtsfolgen herbeiführen.

3.1. In accordance with article 273ter of the Luxembourg Law, the merger will take effect and be effective against third parties, from the date of the publication of the minutes of the general meeting of the Acquiring Company which decides on the merger in the Memorial C, Recueil des Sociétés et Associations (the "Effective Date") and will lead to the effects set out in article 274 of the LSC (with the exception of the article 274 (1)b of the LSC).

3.2. Die finanziellen Informationen, alle Geschäfte und Transaktionen der Übernommenen Gesellschaft werden, für bilanzielle und steuerliche Zwecke, vom 30. Juni 2013 an in den Jahresabschlüssen der Übernehmenden Gesellschaft ausgewiesen.

3.2. The financial information, all operations and transactions of the Disappearing Company will be, for accounting and tax purposes, accounted for in the annual accounts of the Acquiring Company as from 30 June 2013.

3.3. Die Zwischenbilanz über die Vermögenswerte und Verbindlichkeiten zum 30. Juni 2013 wird zur Feststellung der Bedingungen der grenzüberschreitenden Verschmelzung verwendet.

3.3. The interim financial statements related to the condition of the assets and liabilities per 30 June 2013 are used to establish the conditions of the cross-border merger.

3.4. In Verbindung mit der Übertragung aller Vermögenswerte und Verbindlichkeiten der Übernommenen Gesellschaft werden keine Maßnahmen

3.4. In connection with the transfer of all assets and liabilities of the Disappearing Company no measures are taken as all issued shares in the share capital of the

getroffen, da alle ausgegebenen Anteile am Stammkapital der Übernommenen Gesellschaft von der Übernehmenden Gesellschaft gehalten werden.

3.5, Der Alleingesellschafter der Übernehmenden Gesellschaft hat, innerhalb eines Monats von der Veröffentlichung des Zusammenschlussvorhabens im Mémorial C, Recueil des Sociétés et Associations an, an den eingetragenen Gesellschaftssitzen der Verschmelzenden Gesellschaften Zugang zu allen Dokumenten, die in Artikel 267 (1) a, b, c und d LSC genannt werden und kann kostenfreie Kopien hiervon erhalten.

4. Bewertung von Vermögenswerten und Verbindlichkeiten.

4.1. Die Vermögenswerte und Verbindlichkeiten werden von der Übernommenen Gesellschaft auf die Übernehmende Gesellschaft zum Buchwert auf Basis der Zwischenbilanz vom 30. Juni 2013 übertragen.
Es wurden keine Auffälligkeiten festgestellt.

5. Gegenleistung, Geldzahlung Ansprüche auf Gewinne.

5.1, Da die Übernehmende Gesellschaft die einzige Gesellschafterin der Übernommenen Gesellschaft ist, wird die Verschmelzung ohne Gegenleistung vollzogen. In Übereinstimmung mit Artikeln 278 und 261 (2) b, c und d LSC, erfolgt die Verschmelzung ohne Erhöhung des Stammkapitals der Übernehmenden Gesellschaft und ohne Ausgabe von Anteilen in der Übernehmenden Gesellschaft an den einzigen Gesellschafter der Übernommenen Gesellschaft. Daher werden sich die Ansprüche auf die Gewinne der Übernehmenden Gesellschaft sich als Resultat des Wirksamwerdens der Verschmelzung nicht ändern.

6. Besondere Rechte und Vorteile.

6.1. Es gibt weder natürliche noch juristische Personen, die, außer als Gesellschafter, besondere Rechte wie in Abschnitt 2:320 in Verbindung mit Abschnitt 2:312, Unterabschnitt 2 unter c des Niederländischen Zivilgesetzbuches genannt, gegenüber der Übernommenen Gesellschaft genießen, etwa ein Recht, eine Gewinnausschüttung zu beziehen oder Anteile zu erwerben, weshalb keine Rechte oder Ausgleichszahlungen zu leisten sind, so wie sie in den vorgenannten Abschnitten unter Bezug genommen werden.

6.2. Weder sollen die entsprechenden Direktoren und Geschäftsführer der Verschmelzenden Gesellschaften, noch ein an der Verschmelzung beteiligter Dritter einen Vorteil aus der Verschmelzung erlangen.

7. Vorkehrungen für die Bestimmung der Mitbestimmungsrechte der Arbeitnehmer.

7.1. Da keine der Verschmelzenden Gesellschaften

nationalen Regelungen zur Mitbestimmung der

Disappearing Company are held by the Acquiring Company.

3.5. The sole shareholder of the Acquiring Company has, within one month from the publication of the Merger Proposal in the Mémorial C, Recueil des Sociétés et Associations, access at the registered offices of the Merging Companies to all documents listed in article 267 (1) (a), (b), (c) and (d) LSC and may obtain copies thereof, free of charge.

4. Evaluation of assets and Liabilities.

4.1. The assets and liabilities will be transferred by the Disappearing Company to the Acquiring Company at book value on the basis of the interim financial statements as of 30 June 2013.
There has been no particularity.

5. Consideration, Cash compensation, Entitlement to profits.

5.1. As the Acquiring Company is the sole shareholder of the Disappearing Company, the merger is consummated without consideration. According to articles 278 and 261 (2) (b), (c) and (d) LSC, the merger takes place without an increase of the share capital of the Acquiring Company and without the granting of shares in the Acquiring Company to the sole shareholder of the Disappearing Company. Therefore the entitlement to the profits of the Acquiring Company will not change as a result of the merger becoming effective.

6. Special rights and Benefits.

6.1. There are neither natural persons nor legal entities which other than as shareholder have special rights as referred to in section 2:320 in conjunction with section 2:312 subsection 2 under c of the Dutch Civil Code towards the Disappearing Company, such as a right to receive a distribution of profits or to acquire shares, as a result of which no rights or compensatory payments as referred to in the above mentioned sections shall have to be granted.

6.2. Nor the respective managing directors and managers of the Merging Companies nor any third person involved with the proposed merger, shall obtain any benefit in connection with the merger.

7. Arrangements for the determination of employee participation riants.

7.1. As none of the Merging Companies is subject to national rules concerning employee participation in the member state of the European Union where it has its

Arbeitnehmer im Mitgliedsstaat der Europäischen Union, wo sich der eingetragene Sitz befindet, unterliegt, ist ein Prozess zur Bestimmung von Vereinbarungen für die Beteiligung der Arbeitnehmer an der Definition ihrer Rechte zur Beteiligung am Unternehmen gem. Abschnitt 2:333k des Niederländischen Zivilgesetzbuches und Artikels 261 Abs. 4 des LSC nicht anwendbar.

registered office, a procedure for determination of arrangements for the involvement of employees in the definition of their rights to participation in the company as referred to in section 2:333k of the Dutch Civil Code and article 261 (4) of the LSC, will not be applicable.

8. Erwartete Effekte der Verschmelzung auf Arbeitsplätze.

8. Expected effects of the merger on employment.

8.1. Die Verschmelzung hat keine Auswirkungen auf Arbeitsplätze.

8.1. The merger has no repercussions on employment.

8.2. In der Aufstellung des Geschäftsführerrates der Übernehmenden Gesellschaft sind keine Änderungen vorgesehen.

8.2, No changes in the composition of the board of managers of the Acquiring Company are intended.

9. Gesellschaftsrechtliche Zustimmung.

9. Corporate approval.

9.1. In Übereinstimmung mit den Bestimmungen der Satzung der Übernehmenden Gesellschaft und dem Luxemburger Recht bedarf die Verschmelzung der Zustimmung des Alleingesellschafters der Übernehmenden Gesellschaft.

9.1. In accordance with the articles of association of the Acquiring Company and the provisions of the Luxembourg Law, the resolution to merge needs to be approved by the sole shareholder of the Acquiring Company.

Die Satzung der Übernommenen Gesellschaft enthält keine Bestimmungen in Bezug auf die Zustimmung zum Beschluss über die Verschmelzung,

The articles of association of the Disappearing Company do not contain any provisions in respect of the approval of the resolution to merge.

10. Verschiedenes.

10. Miscellaneous.

10.1 Alle Kosten, Aufwendungen, Steuern und Gebühren im Zusammenhang mit diesem Zusammenschlussvorhaben und seiner Durchführung werden von der Übernehmenden Gesellschaft getragen.

10.1, All costs, expenses, taxes and charges related to this Merger Proposal and its implementation shall be borne by the Acquiring Company.

10.2. Die Bücher und Aufzeichnungen der Übernommenen Gesellschaft werden für den gesetzlich vorgeschriebenen Zeitraum am eingetragenen Sitz der Übernehmenden Gesellschaft aufbewahrt.

10.2. The books and records of the Disappearing Company will be held at the registered office of the Acquiring Company for the period legally prescribed.

10.3. Sollte ein zuständiges Gericht eine Bestimmung dieses Zusammenschlussvorhabens für unwirksam oder undurchführbar halten, sollen die übrigen Bestimmungen dieses Zusammenschlussvorhabens weiter gelten. Die unwirksame oder undurchführbare Bestimmung soll als durch eine wirksame und durchführbare Bestimmung ersetzt gelten, die dem Willen der Verschmelzenden Gesellschaften beim Abschluss dieses Zusammenschlussvorhabens am nächsten kommt. Das gleiche gilt, sofern dieses Zusammenschlussvorhaben ungewollte Lücken enthält. Es ist die ausdrückliche Absicht der Verschmelzenden Gesellschaften, dass die Wirksamkeit und Durchführbarkeit aller übrigen Bestimmungen dieses Zusammenschlussvorhabens erhalten wird und dieser Abschnitt 10.3 nicht bloß zu einer Umkehr der Beweislast führt.

10.3. If any court of competent jurisdiction holds any provision of this Merger Proposal invalid or unenforceable, the other provisions of this Merger Proposal shall remain in full force and effect. The invalid or unenforceable provision shall be deemed to have been replaced by a valid, enforceable and fair provision which comes as close as possible to the intentions of the Merging Companies hereto at the time of the conclusion of this Merger Proposal. The same applies in case this Merger Proposal should contain any unintentional gaps. It is the express intent of the Merging Companies that the validity and enforceability of all other provisions of this Merger Proposal shall be maintained and this Section 10.3 shall not merely result in a reversal of the burden of proof.

10.4. Sollten Abweichungen in der Auslegung des Textes infolge der Übersetzung auftreten, ist der englische Text maßgebend. Unterschriftenseite nachfolgend

10.4. If differences may occur in. the explanation of the text due to the translation and If they do, the English text will be decisive.

Annex A:	gegenwärtiger Text der Satzung der Übernehmenden Gesellschaft	Annex A:	current text of the articles of association of the Acquiring Company

DIE MITGLIEDER DER GESCHÄFTSFÜHRUNG DER BMG RM INVESTMENTS LUXEMBOURG S.À R.L.
Im Namen des Geschäftsführerrates der BMG RM Investments Luxembourg S.à r.l.
Dr. Thomas Götz
Direktor

Gütersloh, Oktober 7, 2013.
DIE MITGLIEDER DER GESCHÄFTSFÜHRUNG DER BMG RM NETHERLANDS B.V.
G. H. Ellis
Direktor B

Abcoude, Oktober 7, 2013.
DIE MITGLIEDER DER GESCHÄFTSFÜHRUNG DER BMG RM NETHERLANDS B.V.
Andrew Buckhurst
Direktor A

Luxemburg, Oktober 7, 2013.
DIE MITGLIEDER DER GESCHÄFTSFÜHRUNG DER BMG RM NETHERLANDS B.V.
Dr. Thomas Götz
Direktor A

Gütersloh, Oktober 7, 2013.

Annex A. Gegenwärtige Satzung der Übernehmenden Gesellschaft

STATUTS COORDONNES À LA DATE DU 17 MAI 2013
UPDATED ARTICLES OF ASSOCIATION AS AT MAY 17 TH , 2013

A. Name - Duration - Purpose - Registered office

Art. 1. Name. There hereby exists among the current owners of the shares and/or anyone who may be a shareholder in the future, a company in the form of a société à responsabilité limitée under the name of "BMG RM Investments Luxembourg S.à r.l." (the "Company").

Art. 2. Duration. The Company is incorporated for an unlimited duration. It may be dissolved at any time and without cause by a resolution of the general meeting of shareholders, adopted in the manner required for an amendment of these articles of association.

Art. 3. Purpose.

3.1. The Company's purpose is the creation, holding, development and realisation of a portfolio, consisting of interests and rights of any kind and of any other form of investment in entities of the Grand Duchy of Luxembourg and in foreign entities, whether such entities exist or are to be created, especially by way of subscription, acquisition by purchase, sale or exchange of securities or rights of any kind whatsoever, such as any equity instruments, debt instruments, patents and licenses, as well as the administration and control of such portfolio.

3.2. The Company may further:

- grant any form of security for the performance of any obligations of the Company or of any entity, in which it holds a direct or indirect interest or right of any kind or in which the Company has invested in any other manner or which forms part of the same group of entities as the Company, or of any director or any other officer or agent of the Company or of any entity, in which it holds a direct or indirect interest or right of any kind or in which the Company has invested in any other manner or which forms part of the same group of entities as the Company; and

- lend funds or otherwise assist any entity, in which it holds a direct or indirect interest or right of any kind or in which the Company has invested in any other manner or which forms part of the same group of entities as the Company.

3.3. The Company may carry out all transactions, which directly or indirectly serve its purpose. Within such purpose, the Company may especially:

- raise funds through borrowing in any form or by issuing any securities or debt instruments, including bonds, by accepting any other form of investment or by granting any rights of whatever nature, subject to the terms and conditions of the law;

- participate in the incorporation, development and/or control of any entity in the Grand Duchy of Luxembourg or abroad; and

- act as a partner/shareholder with unlimited or limited liability for the debts and obligations of any Luxembourg or foreign entities.

Art. 4. Registered office.

4.1. The Company's registered office is established in the city of Luxembourg, Grand Duchy of Luxembourg.

4.2. Within the same municipality, the Company's registered office may be transferred by a resolution of the board of managers.

4.3. It may be transferred to any other municipality in the Grand Duchy of Luxembourg by means of a resolution of the general meeting of shareholders, adopted in the manner required for an amendment of these articles of association.

4.4. Branches or other offices may be established either in the Grand Duchy of Luxembourg or abroad by a resolution of the board of managers.

B. Share capital - Shares - Register of shareholders - Ownership and Transfer of shares

Art. 5. Share capital.

5.1. The Company's share capital is set at four million twenty-six thousand forty-two euro and ninety-seven euro cents (EUR 4,026,042.97-), consisting of four hundred two million six hundred four thousand two hundred ninety-seven (402,604,297) shares all with a nominal value of one cent of euro (EUR 0.01) each.

5.2. Under the terms and conditions provided by law, the Company's share capital may be increased or reduced by a resolution of the general meeting of shareholders, adopted in the manner required for an amendment of these articles of association.

5.3. Any new shares to be paid for in cash will be offered by preference to the existing shareholder(s). In case of plurality of shareholders, such shares will be offered to the shareholders in proportion to the number of shares held by them in the Company's share capital. The board of managers shall determine the period of time during which such preferential subscription right may be exercised. This period may not be less than thirty (30) days from the date of dispatch of a registered letter sent to the shareholder(s), announcing the opening of the subscription. However, the general meeting of shareholders, called to resolve upon an increase of the Company's share capital, may limit or suppress the preferential subscription right of the existing shareholder(s). Such resolution shall be adopted in the manner required for an amendment of these articles of association.

Art. 6. Shares.

6.1. The Company's share capital is divided into shares without designation of their nominal value.

6.2. The Company may have one or several shareholders, with a maximum number of forty (40), unless otherwise provided by law.

6.3. A shareholder's right in the Company's assets and profits shall be proportional to the number of shares held by him/her/it in the Company's share capital.

6.4. The death, legal incapacity, dissolution, bankruptcy or any other similar event regarding the sole shareholder, as the case may be, or any other shareholder shall not cause the Company's dissolution.

6.5. The Company may repurchase or redeem its own shares under the condition that the repurchased or redeemed shares be immediately cancelled and the share capital reduced accordingly.

6.6. The Company's shares are in registered form.

Art. 7. Register of shareholders.

7.1. A register of shareholders will be kept at the Company's registered office, where it will be available for inspection by any shareholder. This register of shareholders will in particular contain the name of each shareholder, his/her/its residence or registered or principal office, the number of shares held by such shareholder, any transfer of shares, the date of notification to or acceptance by the Company of such transfer pursuant to these articles of association as well as any security rights granted on shares.

7.2. Each shareholder will notify the Company by registered letter his/her/its address and any change thereof. The Company may rely on the last address of a shareholder received by it.

Art. 8. Ownership and Transfer of shares.

8.1. Proof of ownership of shares may be established through the recording of a shareholder in the register of shareholders. Certificates of the recordings in the register of shareholders will be issued and signed by the chairman of the board of managers, by any two of its members or by the sole manager, as the case may be, upon request and at the expense of the relevant shareholder.

8.2. The Company will recognise only one holder per share. In case a share is owned by several persons, they must designate a single person to be considered as the sole owner of that share in relation to the Company. The Company is entitled to suspend the exercise of all rights attached to a share held by several owners until one owner has been designated.

8.3. The Company's shares are freely transferable among existing shareholders. Inter vivos, they may only be transferred to new shareholders subject to the approval of such transfer given by the shareholders, including the transferor, representing in the aggregate seventy-five per cent (75%) of the share capital at least. Unless otherwise provided by law,

the shares may not be transmitted by reason of death to non-shareholders, except with the approval of shareholders representing in the aggregate seventy-five per cent (75%) of the voting rights of the surviving shareholders at least.

8.4. Any transfer of shares will need to be documented through a transfer agreement in writing under private seal or in notarised form, as the case may be, and such transfer will become effective towards the Company and third parties upon notification of the transfer to or upon the acceptance of the transfer by the Company, following which any member of the board of managers may record the transfer in the register of shareholders.

8.5. The Company, through any of its managers, may also accept and enter into the register of shareholders any transfer referred to in any correspondence or in any other document which establishes the transferor's and the transferee's consent.

C. General meeting of shareholders

Art. 9. Powers of the general meeting of shareholders.

9.1. The Shareholders exercise their collective rights in the general meeting of shareholders, which constitutes one of the Company's corporate bodies.

9.2. If the Company has only one shareholder, such shareholder shall exercise the powers of the general meeting of shareholders. In such case and to the extent applicable and where the term "sole shareholder" is not expressly mentioned in these articles of association, a reference to the "general meeting of shareholders" used in these articles of association is to be construed as being a reference to the "sole shareholder".

9.3. The general meeting of shareholders is vested with the powers expressly reserved to it by law and by these articles of association.

9.4. In case of plurality of shareholders and if the number of shareholders does not exceed twenty-five (25), instead of holding general meetings of shareholders, the shareholders may also vote by resolution in writing, subject to the terms and conditions of the law. To the extent applicable, the provisions of these articles of association regarding general meetings of shareholders shall apply with respect to such vote by resolution in writing.

Art. 10. Convening general meetings of shareholders.

10.1. The general meeting of shareholders of the Company may at any time be convened by the board of managers, by the statutory auditor(s), if any, or by shareholders representing in the aggregate more than fifty per cent (50%) of the Company's share capital, as the case may be, to be held at such place and on such date as specified in the notice of such meeting.

10.2. In case the Company has more than twenty-five (25) shareholders, an annual general meeting must be held in the municipality where the Company's registered office is located or at such other place as may be specified in the notice of such meeting. The annual general meeting of shareholders must be convened within a period of six (6) months from closing the Company's accounts.

10.3. The convening notice for any general meeting of shareholders must contain the agenda of the meeting, the place, date and time of the meeting, and such notice is to be sent to each shareholder by registered letter at least eight (8) days prior to the date scheduled for the meeting.

10.4. If all the shareholders are present or represented at a general meeting of shareholders and if they state that they have been informed of the agenda of the meeting, the general meeting of shareholders may be held without prior notice.

Art. 11. Conduct of general meetings of shareholders - Vote by resolution in writing.

11.1. A board of the meeting shall be formed at any general meeting of shareholders, composed of a chairman, a secretary and a scrutineer, each of whom shall be appointed by the general meeting of shareholders and who need neither be shareholders, nor members of the board of managers. The board of the meeting shall especially ensure that the meeting is held in accordance with applicable rules and, in particular, in compliance with the rules in relation to convening, majority requirements, vote tallying and representation of shareholders.

11.2. An attendance list must be kept at any general meeting of shareholders.

11.3. Quorum and vote

11.3.1. Each share entitles to one (1) vote.

11.3.2. Unless otherwise provided by law or by these articles of association, resolutions of the shareholders are validly passed when adopted by shareholders representing more than fifty per cent (50%) of the Company's share capital on first call. If such majority has not been reached on first call, the shareholders shall be convened or consulted for a second time. On second call, the resolutions will be validly adopted with a majority of votes validly cast, regardless of the portion of capital represented.

11.4. A shareholder may act at any general meeting of shareholders by appointing another person, shareholder or not, as his/her/its proxy in writing by a signed document transmitted by mail, facsimile, electronic mail or by any other means of communication, a copy of such appointment being sufficient proof thereof. One person may represent several or even all shareholders.

11.5. Any shareholder who participates in a general meeting of shareholders by conference-call, video-conference or by any other means of communication which allow such shareholder's identification and which allow that all the persons

taking part in the meeting hear one another on a continuous basis and may effectively participate in the meeting, is deemed to be present for the computation of quorum and majority.

11.6. Each shareholder may vote at a general meeting of shareholders through a signed voting form sent by mail, facsimile, electronic mail or by any other means of communication to the Company's registered office or to the address specified in the convening notice. The shareholders may only use voting forms provided by the Company which contain at least the place, date and time of the meeting, the agenda of the meeting, the proposals submitted to the resolution of the meeting as well as for each proposal three boxes allowing the shareholder to vote in favour of or against the proposed resolution or to abstain from voting thereon by marking with a cross the appropriate box. The Company will only take into account voting forms received prior to the general meeting of shareholders which they relate to.

11.7. The board of managers may determine all other conditions that must be fulfilled by the shareholders for them to take part in any general meeting of shareholders.

Art. 12. Amendment of the articles of association. Subject to the terms and conditions provided by law, these articles of association may be amended by a resolution of the general meeting of shareholders, adopted by a (i) majority of shareholders (ii) representing in the aggregate seventy-five per cent (75%) of the share capital at least.

Art. 13. Minutes of general meetings of shareholders.

13.1. The board of any general meeting of shareholders shall draw minutes of the meeting which shall be signed by the members of the board of the meeting as well as by any shareholder who requests to do so.

13.2. The sole shareholder, as the case may be, shall also draw and sign minutes of his/her/its resolutions.

13.3. Any copy and excerpt of such original minutes to be produced in judicial proceedings or to be delivered to any third party, shall be certified conforming to the original by the notary having had custody of the original deed, in case the meeting has been recorded in a notarial deed, or shall be signed by the chairman of the board of managers, by any two of its members or by the sole manager, as the case may be.

D. Management

Art. 14. Powers of the board of managers.

14.1. The Company shall be managed by one or several managers, who need not be shareholders of the Company. In case of plurality of managers, the managers shall form a board of managers (the "Board") being the corporate body in charge of the Company's management and representation. To the extent applicable and where the term "sole manager" is not expressly mentioned in these articles of association, a reference to the "Board" used in these articles of association is to be construed as being a reference to the "sole manager".

14.2. The Board is vested with the broadest powers to take any actions necessary or useful to fulfill the corporate object, with the exception of the actions reserved by law or by these articles of association to the shareholder(s).

14.3. The Company's daily management and the Company's representation in connection with such daily management may be delegated to one or several managers or to any other person, shareholder or not, acting alone or jointly as agent of the Company. Their appointment, revocation and powers shall be determined by a resolution of the Board.

14.4. The Company may also grant special powers by notarised proxy or private instrument to any persons acting alone or jointly as agents of the Company.

Art. 15. Election and Removal of managers and Term of the office.

15.1. Managers shall be elected by the general meeting of shareholders, which shall determine their remuneration and term of the office.

15.2. Any manager may be removed at any time, without notice and without cause by the general meeting of shareholders. A manager, who is also shareholder of the Company, shall not be excluded from voting on his/her/its own revocation.

15.3. Any manager shall hold office until its/his/her successor is elected. Any manager may also be re-elected for successive terms.

Art. 16. Convening meetings of the Board.

16.1. The Board shall meet upon call by any two (2) of its members at the place indicated in the notice of the meeting as described in the next paragraph.

16.2. Written notice of any meeting of the Board must be given to the managers twenty-four (24) hours at least in advance of the date scheduled for the meeting by mail, facsimile, electronic mail or any other means of communication, except in case of emergency, in which case the nature and the reasons of such emergency must be indicated in the notice. Such convening notice is not necessary in case of assent of each manager in writing by mail, facsimile, electronic mail or by any other means of communication, a copy of such signed document being sufficient proof thereof. Also, a convening notice is not required for a board meeting to be held at a time and location determined in a prior resolution adopted by the Board. No convening notice shall furthermore be required in case all members of the Board are present or represented at a meeting of the Board or in the case of resolutions in writing pursuant to these articles of association.

Art. 17. Conduct of meetings of the Board.

17.1. Quorum

The Board can deliberate or act validly only if at least half of its members are present or represented at a meeting of the Board.

17.2. Vote

Resolutions are adopted with the approval of a majority of votes of the members present or represented at a meeting of the Board.

17.3. Any manager may act at any meeting of the Board by appointing any other manager as his/her/its proxy in writing by mail, facsimile, electronic mail or by any other means of communication, a copy of the appointment being sufficient proof thereof. Any manager may represent one or several of his/her/its colleagues.

17.4. Any manager who participates in a meeting of the Board by conference-call, video-conference or by any other means of communication which allow such manager's identification and which allow that all the persons taking part in the meeting hear one another on a continuous basis and may effectively participate in the meeting, is deemed to be present for the computation of quorum and majority. A meeting of the Board held through such means of communication is deemed to be held at the Company's registered office.

17.5. The Board may unanimously pass resolutions in writing which shall have the same effect as resolutions passed at a meeting of the Board duly convened and held. Such resolutions in writing are passed when dated and signed by all managers on a single document or on multiple counterparts, a copy of a signature sent by mail, facsimile, e-mail or any other means of communication being sufficient proof thereof. The single document showing all the signatures or the entirety of signed counterparts, as the case may be, will form the instrument giving evidence of the passing of the resolutions, and the date of such resolutions shall be the date of the last signature.

Art. 18. Minutes of meetings of the Board.

18.1. The Board shall draw minutes of any meeting of the Board, which shall be signed by the members present or represented at the meeting of the Board.

18.2. The sole manager, as the case may be, shall also draw and sign minutes of his/her/its resolutions.

18.3. Any copy and excerpt of any such original minutes to be produced in judicial proceedings or to be delivered to any third party shall be signed by any two of its members or by the sole manager, as the case may be.

Art. 19. Dealings with third parties and Representations of the Company. The Company shall be bound towards third parties in all circumstances by the joint signatures of any two (2) managers or by the signature of the sole manager or by the joint signatures or by the sole signature of any person(s) to whom such signatory power has been delegated by the Board or by the sole manager. The Company will be bound towards third parties by the signature of any agent(s) to whom the power in relation to the Company's daily management has been delegated acting alone or jointly, subject to the rules and the limits of such delegation.

E. Supervision

Art. 20. Statutory auditor(s) - Independent auditor(s).

20.1. In case the Company has more than twenty-five (25) shareholders, its operations shall be supervised by one or several statutory auditors, who may be shareholders or not.

20.2. The general meeting of shareholders shall determine the number of statutory auditors, shall appoint them and shall fix their remuneration and term of the office. A former or current statutory auditor may be reappointed by the general meeting of shareholders.

20.3. Any statutory auditor may be removed at any time, without notice and without cause by the general meeting of shareholders.

20.4. The statutory auditors have an unlimited right of permanent supervision and control of all operations of the Company.

20.5. The statutory auditors may be assisted by an expert in order to verify the Company's books and accounts. Such expert must be approved by the Company. In case of plurality of statutory auditors, they will form a board of statutory auditors, which must choose from among its members a chairman. It may also choose a secretary, who needs neither be a shareholder, nor a statutory auditor. Regarding the convening and conduct of meetings of the board of statutory auditors the rules provided in these articles of association relating to the convening and conduct of meetings of the Board shall apply.

20.6. If the Company exceeds two (2) of the three (3) criteria provided for in the first paragraph of article 35 of the law of 19 December 2002 regarding the Trade and Companies Register and the accounting and annual accounts of undertakings for the period of time as provided in article 36 of the same law, the statutory auditors will be replaced by one or several independent auditors, chosen among the members of the Institut des réviseurs d'entreprises, to be appointed by the general meeting of shareholders, which determines the duration of his/her/their office.

F. Financial year - Profits - Interim dividends

Art. 21. Financial year. The Company's financial year shall begin on first January of each year and shall terminate on thirty-first December of the same year.

Art. 22. Profits.

22.1. From the Company's annual net profits five per cent (5%) at least shall be allocated to the Company's legal reserve. This allocation shall cease to be mandatory as soon and as long as the aggregate amount of the Company's reserve amounts to ten per cent (10%) of the Company's share capital.

22.2. Sums contributed to the Company by a shareholder may also be allocated to the legal reserve, if the contributing shareholder agrees with such allocation.

22.3. In case of a share capital reduction, the Company's legal reserve may be reduced in proportion so that it does not exceed ten per cent (10%) of the share capital.

22.4. Under the terms and conditions provided by law and upon recommendation of the Board, the general meeting of shareholders will determine how the remainder of the Company's annual net profits will be used in accordance with the law and these articles of association.

Art. 23. Interim dividends. The Board or the general meeting of shareholders may proceed to the payment of interim dividends, under the reservation that (i) interim accounts have been drawn-up showing that sufficient funds are available, (ii) the amount to be distributed does not exceed total profits made since the end of the last financial year for which the annual accounts have been approved, plus any profits carried forward and sums drawn from reserves available for this purpose, less losses carried forward and any sums to be placed to reserve pursuant to the requirements of the law or of these articles of association and (iii) the Company's auditor, if any, has stated in his/her report to the Board that the first two conditions have been satisfied.

G. Liquidation

Art. 24. Liquidation. In the event of the Company's dissolution, the liquidation shall be carried out by one or several liquidators, individuals or legal entities, appointed by the general meeting of shareholders resolving on the Company's dissolution which shall determine the liquidators'/liquidator's powers and remuneration.

H. Governing law

Art. 25. Governing law. These articles of association shall be construed and interpreted under and shall be governed by Luxembourg law. All matters not governed by these articles of association shall be determined in accordance with the law of 10 August 1915 governing commercial companies, as amended."

Es folgt die deutsche Übersetzung des vorangehenden Textes:

A. Firma - Dauer - Zweck - Eingetragener Sitz

Art. 1. Firma. Hierdurch besteht zwischen den derzeitigen Inhabern der Anteile und/oder jeder anderen Person, die künftig Gesellschafter sein wird, eine Gesellschaft in Form einer société à responsabilité limitée unter der Firma " BMG RM Investments Luxembourg S.à r.l." (die "Gesellschaft").

Art. 2. Dauer. Die Gesellschaft wird auf unbestimmte Zeit gegründet. Sie kann jederzeit und ohne Grund durch einen Beschluss der Gesellschafterversammlung aufgelöst werden, welcher in der Weise gefasst wird wie es für eine Änderung dieses Gesellschaftsvertrags erforderlich ist.

Art. 3. Zweck.

3.1. Gesellschaftszweck ist die Erschaffung, das Halten, die Entwicklung und Realisation eines Portfolios bestehend aus Beteiligungen und Rechten jeglicher Art und jeder anderen Form von Investment in bestehenden oder zu gründenden Rechtsgebilden im Großherzogtum Luxemburg und im Ausland vor allem durch Zeichnung, käuflichen Erwerb, Verkauf oder Tausch von Wertpapieren oder Rechten jeglicher Art wie zum Beispiel von eigenkapitalähnlichen Instrumenten, Schuldinstramenten, Patenten und Lizenzen sowie die Verwaltung und Kontrolle eines solchen Portfolios.

3.2. Die Gesellschaft kann außerdem:

- jede Art von Sicherheit für die Erfüllung jeglicher eigener Verbindlichkeiten oder von Verbindlichkeiten jedes Rechtsgebildes, in welchem sie eine direkte oder indirekte Beteiligung oder Rechte jeglicher Art hält oder in welches sie auf andere Weise investiert hat oder welches derselben Unternehmensgruppe angehört wie die Gesellschaft, oder von Verbindlichkeiten jedes beliebigen Geschäftsführers oder jedes anderen Organs oder Befugten der Gesellschaft oder eines Rechtsgebildes, in welchem sie eine direkte oder indirekte Beteiligung oder Rechte jeglicher Art hält oder in welches sie auf andere Weise investiert hat oder welches derselben Unternehmensgruppe angehört wie die Gesellschaft, gewähren; und

- jedem Rechtsgebilde, in welchem sie eine direkte oder indirekte Beteiligung oder Rechte jeglicher Art hält oder in welches sie auf andere Weise investiert hat oder welches derselben Unternehmensgruppe angehört wie die Gesellschaft, Finanzmittel leihen oder dieses anderweitig unterstützen.

3.3. Die Gesellschaft kann jedwede Transaktionen vornehmen, welche direkt oder indirekt ihrem Zweck dienen. Innerhalb dieses Zwecks kann die Gesellschaft insbesondere:

- Finanzmittel beschaffen, insbesondere durch Leihen in jeglicher Form oder durch Herausgabe jedes beliebigen Wertpapiers oder Schuldpapiers, einschließlich Obligationsscheinen, durch Annahme jedes anderen Investments oder durch Gewährung jedes beliebigen Rechts;

- sich an der Gründung, Entwicklung und/oder Kontrolle jedes Rechtsgebildes im Großherzogtum Luxemburg oder im Ausland beteiligen; und

- als Partner/Gesellschafter mit unbeschränkter oder beschränkter Haftung für Schulden und Verbindlichkeiten jedes beliebigen Luxemburger oder ausländischen Rechtsgebildes handeln.

Art. 4. Sitz.

4.1. Der eingetragene Sitz der Gesellschaft ist in der Stadt Luxemburg, Großherzogtum Luxemburg.

4.2. Innerhalb derselben Gemeinde kann der eingetragene Gesellschaftssitz durch einen Beschluss des Geschäftsführerrats verlegt werden.

4.3. Er kann durch Beschluss der Gesellschafterversammlung in jede andere Gemeinde des Großherzogtums Luxemburg verlegt werden, welcher in der Weise gefasst wird wie es für eine Änderung dieses Gesellschaftsvertrags erforderlich ist.

4.4. Zweigniederlassungen oder andere Geschäftsstellen können im Großherzogtum Luxemburg oder im Ausland durch einen Beschluss des Geschäftsführerrats errichtet werden.

B. Stammkapital - Geschäftsanteile Gesellschafter verzeichnis - Eigentum an und Übertragung von Geschäftsanteilen

Art. 5. Stammkapital.

5.1. Das Stammkapital der Gesellschaft beträgt vier Millionen sechsundzwanzigtausendzweiundvierzig Euro und siebenundneunzig Cent (EUR 4.026.042,97) bestehend aus vierhundertzwei Millionen sechshundertviertausendzweihundertsiebenundneunzig (402.604.297) Geschäftsanteile, alle mit einem Nominalwert von je ein euro cent (EUR 0.01).

5.2. Unter den gesetzlichen Bedingungen kann das Stammkapital der Gesellschaft durch einen Beschluss der Gesellschafterversammlung, welcher in der Weise gefasst wird wie es für eine Änderung dieses Gesellschaftsvertrags erforderlich ist, erhöht oder herabgesetzt werden.

5.3. Alle neuen Geschäftsanteile, die durch Bareinlagen zu bezahlen sind, werden den bestehenden/dem bestehenden Gesellschafter(n) zuerst angeboten. Im Falle einer Mehrheit von Gesellschaftern werden solche Geschäftsanteile den Gesellschaftern im Verhältnis zur Anzahl der von ihnen im Stammkapital der Gesellschaft jeweils gehaltenen Geschäftsanteile angeboten. Der Geschäftsführerrat bestimmt den Zeitraum, während dessen dieses bevorzugte Anteilsbezugsrecht ausgeübt werden kann. Dieser Zeitraum darf nicht weniger als dreißig (30) Tage vom Datum der Absendung eines an die Gesellschafter/den Gesellschafter gesendeten Einschreibens betragen, welches die Eröffnung der Zeichnung ankündigt. Unter den gesetzlichen Bedingungen kann jedoch die Gesellschafterversammlung, welche einberufen wurde, um über eine Erhöhung des Stammkapitals der Gesellschaft zu bestimmen, das bevorzugte Anteilsbezugsrecht der bestehenden Gesellschafter/des bestehenden Gesellschafters begrenzen oder aufheben. Ein solcher Beschluss muss in der Weise gefasst werden wie es für eine Änderung dieses Gesellschaftsvertrags erforderlich ist.

Art. 6. Geschäftsanteile.

6.1. Das Stammkapital der Gesellschaft ist in Geschäftsanteile ohne Bezeichnung des Nominalwerts aufgeteilt.

6.2. Die Gesellschaft kann einen oder mehrere Gesellschafter haben, wobei die Anzahl der Gesellschafter auf vierzig (40) beschränkt ist, sofern sich nicht aus dem Gesetz etwas anderes ergibt.

6.3. Das Recht eines Gesellschafters auf das Vermögen und die Gewinne der Gesellschaft ist proportional zu der Anzahl der von ihm im Stammkapital der Gesellschaft gehaltenen Geschäftsanteile.

6.4. Durch den Tod, die Geschäftsunfähigkeit, die Auflösung, den Konkurs oder ein anderes ähnliches Ereignis betreffend den alleinigen Gesellschafter, falls anwendbar, oder jeden anderen Gesellschafter soll die Gesellschaft nicht aufgelöst werden.

6.5. Die Gesellschaft kann ihre eigenen Geschäftsanteile zurückkaufen oder zurücknehmen, vorausgesetzt, die zurückgekauften oder zurückgenommenen Geschäftsanteile werden sofort gelöscht und das Stammkapital entsprechend herabgesetzt.

6.6. Die Geschäftsanteile der Gesellschaft werden in eingetragener Form ausgegeben.

Art. 7. Gesellschafterverzeichnis.

7.1. Am eingetragenen Sitz der Gesellschaft wird ein Gesellschafterverzeichnis aufbewahrt, wo es durch jeden Gesellschafter eingesehen werden kann. Dieses Gesellschafterverzeichnis enthält insbesondere den Namen jedes Gesellschafters, seinen Wohnsitz oder eingetragenen Sitz oder Hauptsitz, die Anzahl der von diesem Gesellschafter gehaltenen Geschäftsanteile, jede Übertragung von Geschäftsanteilen, das Datum der Mitteilung einer solchen Übertragung an die

Gesellschaft oder das Datum des Einverständnisses der Gesellschaft zu einer solchen Übertragung entsprechend diesem Gesellschaftsvertrag sowie jedes über Geschäftsanteile gewährte Sicherungsrecht.

7.2. Jeder Gesellschafter wird der Gesellschaft durch Einschreiben seine Adresse und jede diesbezügliche Änderung mitteilen. Die Gesellschaft kann sich auf die zuletzt von ihr erhaltene Adresse eines Gesellschafters berufen.

Art. 8. Eigentum an und Übertragung von Geschäftsanteilen.

8.1. Der Beweis des Eigentums an Geschäftsanteilen kann aufgrund der Eintragung eines Gesellschafters im Gesellschafterverzeichnis erbracht werden. Auf Ersuchen und auf Kosten eines Gesellschafters werden Zertifikate dieser Eintragungen je nach Lage des Falles vom Präsidenten des Geschäftsführerrats, von zwei beliebigen seiner Mitglieder oder vom alleinigen Geschäftsführer herausgegeben und unterzeichnet.

8.2. Die Gesellschaft erkennt lediglich einen Inhaber pro Geschäftsanteil an. Wenn ein Geschäftsanteil mehreren Personen gehört, müssen sie eine einzelne Person bezeichnen, welche im Verhältnis zur Gesellschaft als Alleineigentümer des Geschäftsanteils angesehen werden kann. Die Gesellschaft ist berechtigt, die Ausübung aller mit einem im Eigentum mehrerer Personen stehenden Geschäftsanteil verbundenen Rechte auszusetzen bis ein einziger Eigentümer bezeichnet worden ist.

8.3. Die Geschäftsanteile der Gesellschaft sind unter bestehenden Gesellschaftern frei übertragbar. Sie können unter Lebenden nur mit der durch insgesamt mindestens fünfundsiebzig Prozent (75%) des Stammkapitals repräsentierenden Gesellschafter, einschließlich dem Zedenten, erteilten Einwilligung auf neue Gesellschafter übertragen werden. Soweit gesetzlich nicht anders vorgesehen, können die Geschäftsanteile von Todes wegen auf NichtGesellschafter nur mit Einwilligung der Gesellschafter übertragen werden, die insgesamt mindestens fünfundsiebzig Prozent (75%) der Stimmrechte der überlebenden Gesellschafter repräsentieren.

8.4. Jede Übertragung von Geschäftsanteilen muss durch einen schriftlichen Übertragungsvertrag je nach Lage des Falles in privatschriftlicher oder notarieller Form dokumentiert werden, und eine solche Übertragung wird gegenüber der Gesellschaft und Dritten durch die Mitteilung der Übertragung an die Gesellschaft oder das Einverständnis der Gesellschaft zur Übertragung wirksam, woraufhin jedes beliebige Mitglied des Geschäftsführerrats die Übertragung in das Gesellschafterverzeichnis eintragen kann.

8.5. Die Gesellschaft kann durch jeden einzelnen ihrer Geschäftsführer auch einer solchen Übertragung zustimmen und diese ins Gesellschafterverzeichnis eintragen, auf welche in einer Korrespondenz oder in einem beliebigen anderen Dokument Bezug genommen wird, aus welchem die Einigung des Zedenten und des Zessionars hervorgeht.

C. Gesellschafterversammlung

Art. 9. Befugnisse der Gesellschafterversammlung.

9.1. Die Gesellschafter üben ihre kollektiven Rechte in der Gesellschafterversammlung aus, welche eines der Organe der Gesellschaft bildet.

9.2. Wenn die Gesellschaft nur über einen einzelnen Gesellschafter verfügt, übt dieser die Befugnisse der Gesellschafterversammlung aus. In einem solchen Fall, soweit anwendbar und wo der Begriff "alleiniger Gesellschafter" nicht ausdrücklich in diesem Gesellschaftsvertrag erwähnt ist, soll ein in diesem Gesellschaftsvertrag genannter Verweis auf die "Gesellschafterversammlung" als Verweis auf den „alleinigen Gesellschafter" gelesen werden.

9.3. Die Gesellschafterversammlung hat die ihr durch Gesetz oder durch diesen Gesellschaftsvertrag ausdrücklich verliehenen Befugnisse.

9.4. Im Falle mehrerer Gesellschafter und falls die Zahl der Gesellschafter fünfundzwanzig (25) nicht übersteigt, können, statt Gesellschafterversammlungen abzuhalten, die Gesellschafter unter den gesetzlichen Bedingungen auch durch schriftlichen Beschluss abstimmen. In diesem Fall sollen, soweit anwendbar, die Bestimmungen dieses Gesellschaftsvertrags betreffend Gesellschafterversammlungen hinsichtlich einer solchen Abstimmung durch schriftlichen Beschluss Anwendung finden.

Art. 10. Einberufung der Gesellschafterversammlung.

10.1. Die Gesellschafterversammlung kann jederzeit je nach Lage des Falles durch den Geschäftsführerrat, den/die satzungsmäßigen Buchprüfer, falls vorhanden, oder durch Gesellschafter, die insgesamt mindestens fünfzig Prozent (50%) des Stammkapitals der Gesellschaft repräsentieren, einberufen werden, wobei die Versammlung an dem in der Ladung angegebenen Ort und Datum abgehalten wird.

10.2. Wenn die Gesellschaft mehr als fünfundzwanzig (25) Gesellschafter hat, muss eine jährliche Gesellschafterversammlung in der Gemeinde, in der sich der eingetragene Sitz der Gesellschaft befindet, oder an jedem anderen Ort wie er sich aus der Ladung ergibt, abgehalten werden. Die jährliche Gesellschafterversammlung muss innerhalb eines Zeitraums von sechs (6) Monaten nach Abschluss der Gesellschaftskonten einberufen werden.

10.3. Die Ladung zu jeder Gesellschafterversammlung muss die Tagesordnung, den Ort, das Datum und die Uhrzeit der Versammlung enthalten und ist per Einschreiben mindestens acht (8) Tage vor dem für die Versammlung anberaumten Datum an jeden Gesellschafter abzusenden.

10.4. Wenn an einer Gesellschafterversammlung alle Gesellschafter anwesend oder vertreten sind und erklären, dass sie ordnungsgemäß über die Tagesordnung der Versammlung informiert worden sind, kann die Gesellschafterversammlung ohne vorherige Ladung abgehalten werden.

Art. 11. Abhalten von Gesellschafterversammlungen - Abstimmung durch schriftlichen Beschluss.

11.1. In jeder Gesellschafterversammlung soll ein Rat der Versammlung gebildet werden bestehend aus einem Präsidenten, einem Sekretär und einem Prüfer, von denen jeder einzelne durch die Gesellschafterversammlung ernannt wird und welche weder Gesellschafter noch Mitglieder der Geschäftsführung sein müssen. Der Rat der Versammlung soll insbesondere sicherstellen, dass die Versammlung gemäß den anwendbaren Regeln und speziell im Einklang mit den Regeln über Ladung, Mehrheitserfordernisse, Stimmauszählung und Vertretung von Gesellschaftern abgehalten wird.

11.2. In jeder Gesellschafterversammlung muss eine Anwesenheitsliste geführt werden.

11.3. Quorum und Stimmabgabe

11.3.1. Jeder Geschäftsanteil gewährt eine (1) Stimme.

11.3.2. Sofern sich aus dem Gesetz oder aus diesem Gesellschaftsvertrag nicht etwas anderes ergibt, werden Gesellschafterbeschlüsse bei der ersten Abstimmung wirksam gefasst, wenn sie von Gesellschaftern angenommen werden, welche mehr als fünfzig Prozent (50%) des Stammkapitals der Gesellschaft repräsentieren. Wenn diese Mehrheit bei der ersten Abstimmung nicht erreicht worden ist, werden die Gesellschafter ein zweites Mal geladen oder befragt. Bei der zweiten Abstimmung werden die Beschlüsse ungeachtet des vertretenen Anteils am Kapital mit einer Mehrheit der gültig abgegebenen Stimmen wirksam gefasst.

11.4. Ein Gesellschafter kann an jeder beliebigen Gesellschafterversammlung teilnehmen, indem er eine andere Person, Gesellschafter oder nicht, durch ein unterzeichnetes Dokument, das auf dem Postweg, per Faxschreiben, per E-Mail oder durch jedwedes andere Kommunikationsmittel übermittelt wird, schriftlich bevollmächtigt, wobei eine Kopie einer solchen Bevollmächtigung hinreichender Beweis dafür ist. Eine Person kann mehrere oder sogar alle Gesellschafter vertreten.

11.5. Es wird vermutet, dass ein Gesellschafter, der an einer Gesellschafterversammlung durch Telefonkonferenz, Videokonferenz oder durch ein anderes Kommunikationsmittel teilnimmt, welches es ermöglicht, dass dieser Gesellschafter identifiziert werden kann und dass sich alle Personen, die an der Versammlung teilnehmen, gegenseitig durchgehend hören und sich effektiv an der Versammlung beteiligen können, für die Zusammensetzung von Quorum und Mehrheit anwesend ist.

11.6. Jeder Gesellschafter kann seine Stimme in einer Gesellschafterversammlung durch ein unterzeichnetes Stimmformular, welches per Post, Faxschreiben, E-Mail oder durch jedes anderes Kommunikationsmittel an den eingetragenen Sitz der Gesellschaft oder an die in der Ladung genannte Adresse gesendet wird, abgeben. Die Gesellschafter können nur solche Stimmformulare verwenden, die von der Gesellschaft zur Verfügung gestellt werden und zumindest den Ort, das Datum und die Uhrzeit der Versammlung, die Tagesordnung, die Beschlussvorschläge an die Versammlung sowie für jeden Vorschlag drei Kästchen enthalten, die es dem Gesellschafter ermöglichen, seine Stimme zugunsten oder gegen den vorgeschlagenen Beschluss abzugeben oder sich zu enthalten, indem er das entsprechenden Kästchen ankreuzt. Die Gesellschaft wird nur solche Stimmformulare berücksichtigen, die sie vor der Gesellschafterversammlung, auf die sie sich beziehen, erhalten hat.

11.7. Der Geschäftsführerrat kann alle anderen Bedingungen bestimmen, die von den Gesellschaftern erfüllt werden müssen, damit sie an Gesellschafterversammlungen teilnehmen können.

Art. 12. Änderung des Gesellschaftsvertrags. Unter den gesetzlichen Bedingungen kann dieser Gesellschaftsvertrag durch einen Beschluss der Gesellschafterversammlung abgeändert werden, welcher von einer (i) Mehrheit der Gesellschafter, (ii) die mindestens insgesamt fünfundsiebzig Prozent (75%) des Stammkapitals der Gesellschaft repräsentieren, gefasst wird.

Art. 13. Protokoll von Gesellschafterversammlungen.

13.1. Der Rat der Versammlung muss ein Protokoll der Versammlung aufnehmen, welches von seinen Mitgliedern sowie von jedem Gesellschafter, der das ersucht, unterzeichnet wird.

13.2. Der alleinige Gesellschafter, soweit anwendbar, muss ebenfalls ein Protokoll über die von ihm gefassten Beschlüsse aufnehmen und unterzeichnen.

13.3. Jede Kopie und jeder Auszug solcher originalen Protokolle, welche in Gerichtsverfahren verwendet werden sollen oder welche einem Dritten zugänglich gemacht werden sollen, müssen, wenn die Versammlung in einer notariellen Urkunde aufgenommen wurde, von dem Notar, der die Originalurkunde aufgenommen hat, beglaubigt werden, oder müssen je nach Lage des Falles durch den Präsidenten des Geschäftsführerrats, durch zwei beliebige seiner Mitglieder oder durch den alleinigen Geschäftsführer unterzeichnet werden.

D. Geschäftsführung

Art. 14. Befugnisse des Geschäftsführerrats.

14.1. Die Gesellschaft wird durch einen oder mehrere Geschäftsführer verwaltet, die nicht zugleich Gesellschafter sein müssen. Im Falle von mehreren Geschäftsführern bilden diese einen Geschäftsführerrat. Der Geschäftsführerrat ist in diesem Fall das zur Geschäftsführung und Vertretung der Gesellschaft befugte Gesellschaftsorgan. Soweit anwendbar und wo der Begriff "alleiniger Geschäftsführer" nicht ausdrücklich in diesem Gesellschaftsvertrag erwähnt ist, soll ein in diesem Gesellschaftsvertrag genannter Verweis auf den "Geschäftsführerrat" als Verweis auf den „alleinigen Geschäftsführer" gelesen werden.

14.2. Der Geschäftsführerrat verfugt über die weitestgehenden Befugnisse, alle Handlungen vorzunehmen, die zur Erfüllung des Gesellschaftszwecks notwendig oder nützlich sind, mit Ausnahme der durch Gesetz oder durch diesen Gesellschaftsvertrag den Gesellschaftern/dem Gesellschafter vorbehaltenen Handlungen.

14.3. Die Führung des Tagesgeschäfts der Gesellschaft und die Vertretung innerhalb dieser Führung des Tagesgeschäfts können einem oder mehreren Geschäftsführern oder anderen Personen, ob sie Gesellschafter sind oder nicht, allein oder gemeinschaftlich übertragen werden. Ihre Ernennung, Abberufung und ihre Befugnisse werden durch Beschluss des Geschäftsführerrats festgesetzt.

14.4. Die Gesellschaft kann notariell oder durch privatschriftliche Urkunde auch spezielle Vollmachten an jedwede Person erteilen, die alleine oder gemeinschaftlich mit anderen als Beauftragter der Gesellschaft handeln soll.

Art. 15. Bestellung und Abberufung von Geschäftsführern und Ende der Amtszeit.

15.1 Geschäftsführer werden durch die Gesellschafterversammlung gewählt, welche deren Bezahlung und Amtszeit festlegt.

15.2 Jeder Geschäftsführer kann jederzeit, fristlos und ohne Grund durch die Gesellschafterversammlung abberufen werden. Ein Geschäftsführer, der zugleich Gesellschafter ist, ist nicht von der Abstimmung über seine eigene Abberufung ausgeschlossen.

15.3 Jeder Geschäftsführer hat sein Amt weiter auszuüben bis sein Nachfolger gewählt wurde. Jeder Geschäftsführer kann auch für aufeinander folgende Zeiträume wiedergewählt werden.

Art. 16. Ladung zu Sitzungen des Geschäftsführerrats.

16.1 Der Geschäftsführerrat versammelt sich auf Einberufung durch zwei (2) seiner Mitglieder an dem in der Ladung zur Sitzung angegebenen Ort wie im nächsten Abschnitt beschrieben.

16.2 Die Mitglieder des Geschäftsführerrats müssen mindestens vierundzwanzig (24) Stunden vor dem für die Sitzung anberaumten Datum zu jeder Sitzung des Geschäftsführerrats per Post, Faxschreiben, E-Mail oder durch jedes andere Kommunikationsmittel schriftlich geladen werden, außer im Notfall, in welchem die Art und die Gründe des Notfalls in der Ladung zu bezeichnen sind. Eine Ladung ist nicht notwendig im Falle des schriftlichen und unterzeichneten Einverständnisses jedes Mitglieds des Geschäftsführerrats per Post, Faxschreiben, E-Mail oder durch jedes andere Kommunikationsmittel, wobei eine Kopie dieses unterzeichneten schriftlichen Einverständnisses hinreichender Beweis dafür ist. Auch ist eine Ladung zu Sitzungen des Geschäftsführerrats nicht erforderlich, welche zu einer Zeit und an einem Ort stattfinden sollen wie in einem vorausgehenden Beschluss des Geschäftsführerrats bestimmt. Eine Ladung soll ferner dann nicht erforderlich sein, wenn alle Mitglieder des Geschäftsführerrats anwesend oder vertreten sind, oder im Falle von schriftlichen Umlaufbeschlüssen gemäß diesem Gesellschaftsvertrag.

Art. 17. Verlauf von Sitzungen des Geschäftsführerrat.

17.1. Quorum

Der Geschäftsführerrat kann nur dann wirksam handeln und abstimmen, wenn mindestens die Hälfte seiner Mitglieder an der Sitzung anwesend oder vertreten ist.

17.2. Abstimmung

Beschlüsse werden mit der Mehrheit der Stimmen der an einer Sitzung des Geschäftsführerrats anwesenden oder vertretenen Mitglieder gefasst.

17.3. Ein Mitglied des Geschäftsführerrats kann an einer Sitzung des Geschäftsführerrats teilnehmen, indem es ein anderes Mitglied des Geschäftsführerrats schriftlich per Post, Faxschreiben, E-Mail oder durch jedes andere Kommunikationsmittel bevollmächtigt, wobei eine Kopie der Bevollmächtigung hinreichender Beweis dafür ist. Jedes Mitglied des Geschäftsführerrats kann einen oder mehrere seiner Kollegen vertreten.

17.4. Es wird vermutet, dass ein Mitglied des Geschäftsführerrats, das an einer Sitzung durch Telefonkonferenz, Videokonferenz oder durch ein anderes Kommunikationsmittel teilnimmt, welches es ermöglicht, dass dieses Mitglied identifiziert werden kann und dass sich alle Personen, die an der Sitzung teilnehmen, gegenseitig durchgehend hören und effektiv an der Sitzung teilnehmen können, für die Zusammensetzung von Quorum und Mehrheit anwesend ist. Es wird vermutet, dass eine durch solche Kommunikationsmittel abgehaltene Sitzung am eingetragenen Sitz der Gesellschaft abgehalten wurde.

17.5. Der Geschäftsführerrat kann einstimmig schriftliche Beschlüsse fassen, welche dieselbe Wirkung haben wie in einer ordnungsgemäß geladenen und abgehaltenen Sitzung gefasste Beschlüsse. Solche schriftlichen Beschlüsse sind gefasst, wenn sie durch alle Mitglieder des Geschäftsführerrats auf einem einzigen Dokument oder auf verschiedenen Duplikaten datiert und unterzeichnet worden sind, wobei eine Kopie der Unterschrift, die per Post, per Faxschreiben, per E-Mail oder durch jedes andere Kommunikationsmittel gesendet wurde, hinreichender Beweis dafür ist. Das Dokument, das alle Unterschriften enthält, oder die Gesamtheit aller Duplikate, je nach Lage des Falles, stellt das Schriftstück dar, welches das Fassen der Beschlüsse beweist, und das Datum der letzten Unterschrift gilt als das Datum solcher Beschlüsse.

Art. 18. Protokoll von Sitzungen des Geschäftsführerrats.

18.1 Der Vorstand, soll ein Protokoll über jede Sitzung des Geschäftsführerrats aufnehmen, welches von den Mitgliedern bei der Sitzung des Geschäftsführerrats zugegen oder vertreten sind,, unterzeichnet wird.

18.2 Der alleinige Geschäftsführer, soweit anwendbar, soll über seine Beschlüsse ebenfalls ein Protokoll aufnehmen.

18.3 Jede Kopie und jeder Auszug solcher originalen Protokolle, die in einem Gerichtsverfahren verwendet werden sollen oder die Dritten zugänglich gemacht werden sollen, sollen, je nach Lage des Falles, vom Präsidenten des Geschäftsführerrats, von zwei beliebigen seiner Mitglieder oder vom alleinigen Geschäftsführer unterzeichnet werden.

Art. 19. Geschäfte mit Dritten und Vertretung der Gesellschaft. Die Gesellschaft wird gegenüber Dritten unter allen Umständen durch die gemeinsame Unterschrift von zwei Geschäftsführern oder durch die Unterschrift des alleinigen Geschäftsführers oder durch die gemeinsame Unterschrift oder die alleinige Unterschrift jedweder Person(en) gebunden, der/denen eine solche Unterschriftsbefugnis durch den Geschäftsführerrat oder den alleinigen Geschäftsführer übertragen worden ist. Die Gesellschaft wird gemäß den Regeln und in den Grenzen einer Übertragung der Führung des Tagesgeschäfts gegenüber Dritten durch die Unterschrift jedes/aller Beauftragten gebunden, dem/denen die Befugnis in Verbindung mit der Führung des Tagesgeschäfts allein oder gemeinschaftlich übertragen wurde.

E. Aufsicht

Art. 20. Satzungsmäßige(r) Buchprüfer - Unabhängige(r) Buchprüfer.

20.1 Falls die Gesellschaft mehr als fünfundzwanzig (25) Gesellschafter hat, werden ihre Geschäfte durch einen oder mehrere satzungsmäßigen Buchprüfer beaufsichtigt, welche Gesellschafter sind oder nicht.

20.2 Die Gesellschafterversammlung soll die Anzahl der satzungsmäßigen Buchprüfer bestimmen, sie ernennen und ihre Bezahlung und Amtszeit festlegen. Ein ehemaliger oder derzeitiger satzungsmäßiger Buchprüfer kann von der Gesellschafterversammlung wieder ernannt werden.

20.3 Jeder satzungsmäßige Buchprüfer kann jederzeit fristlos und ohne Grund von der Gesellschafterversammlung abberufen werden.

20.4 Die satzungsmäßigen Buchprüfer haben ein unbegrenztes Recht stetiger Aufsicht und Kontrolle über alle Geschäfte der Gesellschaft.

20.5 Die satzungsmäßigen Buchprüfer können durch einen Experten unterstützt werden, um die Bücher und Konten der Gesellschaft zu prüfen. Dieser Experte muss von der Gesellschaft genehmigt sein.

Im Falle einer Mehrheit satzungsmäßiger Buchprüfer bilden diese einen Rat satzungsmäßiger Buchprüfer, welcher aus seiner Mitte einen Präsidenten wählen muss. Er kann auch einen Sekretär ernennen, der weder Gesellschafter noch satzungsmäßiger Buchprüfer sein muss. Betreffend die Ladung zu und das Abhalten von Sitzungen des Rats satzungsmäßiger Buchprüfer sollen die in diesem Gesellschaftsvertrag genannten Regeln betreffend die Ladung zu und das Abhalten von Sitzungen des Geschäftsführerrats anwendbar sein.

20.6 Falls die Gesellschaft zwei (2) der drei (3) im ersten Absatz des Artikels 35 des Gesetzes vom 19. Dezember 2002 betreffend das Handelsregister und die Buchhaltung und den Jahresabschluss von Unternehmen genannten Kriterien während des in Artikel 36 desselben Gesetzes genannten Zeitraums überschreitet, wird/werden der/die satzungsmäßigen Buchprüfer durch einen oder mehrere unabhängige Buchprüfer ersetzt, welcher/welche unter den Mitgliedern des Institut des réviseurs d'entreprises gewählt wird/werden und welcher/welche von der Gesellschafterversammlung ernannt wird/werden, die dessen/deren Amtszeit bestimmt.

F. Geschäftsjahr - Gewinne - Zwischendividenden

Art. 21. Geschäftsjahr. Das Geschäftsjahr der Gesellschaft beginnt am ersten Januar jedes Jahres und endet am einunddreißigsten Dezember desselben Jahres.

Art. 22. Gewinne.

22.1 Vom jährlichen Nettogewinn der Gesellschaft werden mindestens fünf Prozent (5%) der gesetzlichen Rücklage der Gesellschaft zugeführt. Diese Zuführung soll dann nicht mehr verpflichtend sein, sobald und so lange die Gesamtsumme der Rücklage der Gesellschaft zehn Prozent (10%) des Kapitals der Gesellschaft beträgt.

22.2 Die durch einen Gesellschafter an die Gesellschaft erbrachten Einlagen können ebenfalls der gesetzlichen Rücklage zugeführt werden, wenn der einlegende Gesellschafter dieser Zuführung zustimmt.

22.3 Im Falle einer Herabsetzung des Kapitals kann die gesetzliche Rücklage der Gesellschaft im Verhältnis herabgesetzt werden, so dass sie zehn Prozent (10%) des Kapitals nicht übersteigt.

22.4 Unter den gesetzlichen Bedingungen und auf Empfehlung durch den Geschäftsführerrat wird die Gesellschafterversammlung beschließen, wie der verbleibende Rest des jährlichen Nettogewinns der Gesellschaft gemäß dem Gesetz und diesem Gesellschaftsvertrag verwendet werden soll.

Art. 23. Zwischendividenden. Der Geschäftsführerrat oder die Gesellschafterversammlung kann Zwischendividenden zahlen unter der Voraussetzung, dass (i) Zwischenkonten erstellt wurden, nach denen genügend Mittel verfügbar sind, (ii) der auszuschüttende Betrag nicht die Gesamtsumme der Gewinne übersteigt, die seit Abschluss des letzten Geschäftsjahres, für welches der Jahresabschluss genehmigt wurde, realisiert worden sind, einschließlich vorgetragener Gewinne und Summen, die aus zu diesem Zweck verfügbaren Rücklagen entnommen wurden, abzüglich vorgetragener Verluste und solcher Summen, die gemäß dem Gesetz oder diesem Gesellschaftsvertrag der Reserve zuzuführen sind,

und (iii) der Buchprüfer der Gesellschaft, falls vorhanden, in seinem Bericht an den Geschäftsführerrat erklärt, dass die beiden erstgenannten Bedingungen erfüllt sind.

G. Liquidation

Art. 24. Liquidation. Im Falle der Auflösung der Gesellschaft wird die Liquidation durch einen oder mehrere Liquidatoren, natürliche oder juristische Personen, ausgeführt, welche von der Gesellschafterversammlung ernannt werden, die die Auflösung der Gesellschaft beschließt und die Befugnisse und Bezahlung der Liquidatoren bestimmt.

H. Anwendbares recht

Art. 25. Anwendbares Recht. Der Gesellschaftsvertrag und seine Auslegung und Interpretation unterliegen Luxemburger Recht. Alle in diesem Gesellschaftsvertrag nicht geregelten Angelegenheiten sollen gemäß dem Gesetz vom 10. August 1915 über Handelsgesellschaften in der geänderten Fassung bestimmt werden.

STATUTS COORDONNES à LA DATE DU 17 MAI 2013

Signé à Luxembourg, ce 30 mai 2013

UPDATED ARTICLES OF INCORPORATION AS AT MAY 17 th , 2013

Signed in Luxembourg, this May 30 th , 2013

Référence de publication: 2013141802/936.

(130173898) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 octobre 2013.

Jos. PETIT & Fils, Société à responsabilité limitée.

Capital social: EUR 50.000,00.

Siège social: L-5374 Munsbach, 73, rue du Château.

R.C.S. Luxembourg B 18.749.

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Extrait des résolutions prises par l'associé unique en date du 20 août 2013:

- Madame Sandra KOMES est révoquée avec effet immédiat de sa fonction de gérante administrative de la Société.
- Monsieur Jos.PETIT (Junior), qui occupait le poste de gérant technique devient gérant unique de la Société.
- La Société est désormais valablement engagée en toutes circonstances par la seule signature du gérant unique.

Luxembourg, le 20 août 2013.

Pour extrait conforme

Jos.PETIT (Junior)

L'Associé unique

Référence de publication: 2013122489/16.

(130149117) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 août 2013.

PV-1 Fentenger Haff, Société à responsabilité limitée.

Siège social: L-5440 Remerschen, 55, route du Vin.

R.C.S. Luxembourg B 172.178.

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Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013124407/9.

(130151503) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 septembre 2013.

Sensient Technologies Luxembourg Sàrl, Société à responsabilité limitée.

Siège social: L-1471 Luxembourg, 412F, route d'Esch.

R.C.S. Luxembourg B 63.680.

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Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013124449/9.

(130151026) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 septembre 2013.

Longbow Investment N°3 S.à r.l., Société à responsabilité limitée.

Siège social: L-1115 Luxembourg, 2, boulevard Konrad Adenauer.

R.C.S. Luxembourg B 172.273.

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Le Bilan au 31 Mars 2013 a été déposé au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013124906/9.

(130151935) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2013.

Lictor S.A., Société Anonyme.

Siège social: L-2163 Luxembourg, 29, avenue Monterey.

R.C.S. Luxembourg B 135.550.

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Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013124918/9.

(130152056) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2013.

Moulins de Kleinbettingen S.A., Société Anonyme.

Siège social: L-8380 Kleinbettingen, 8, rue du Moulin.

R.C.S. Luxembourg B 95.097.

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Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013124945/9.

(130151605) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2013.

New Net Lux Multiservices S.à r.l., Société à responsabilité limitée.

Siège social: L-8399 Windhof, 11, route des Trois Cantons.

R.C.S. Luxembourg B 156.390.

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Les comptes annuels au 31.12.2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013124960/9.

(130152142) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2013.

Myhome S.A., Société Anonyme.

Siège social: L-8232 Mamer, 3, rue de Holzem.

R.C.S. Luxembourg B 111.415.

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Le Bilan au 31 décembre 2011 a été déposé au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 27 août 2013. Chotin Barbara.

Référence de publication: 2013124950/10.

(130151825) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2013.

Mutualité des P.M.E., Société Coopérative.

Siège social: L-1630 Luxembourg, 58, rue Glesener.

R.C.S. Luxembourg B 4.556.

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Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

MUTUALITE DES P.M.E.

Référence de publication: 2013124949/10.

(130151905) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2013.

Likipi Holding S.A., Société Anonyme.

Siège social: L-2449 Luxembourg, 26, boulevard Royal.

R.C.S. Luxembourg B 72.806.

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Les comptes annuels au 30 juin 2012 régulièrement approuvés, le rapport de la personne chargée du contrôle des comptes et la décision d'affectation des résultats ont été déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2013124920/11.

(130151947) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2013.

LKRT Finance GmbH, Société à responsabilité limitée - Société de gestion de patrimoine familial.

Capital social: EUR 20.000,00.

Siège social: L-1653 Luxembourg, 2, avenue Charles de Gaulle.

R.C.S. Luxembourg B 152.547.

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Die neue Adresse von Herr Lars KARLSSON EDENKRANS, Teilhaber und Geschäftsführer, ist jetzt:

2205, 60 ème avenue SE, 980 40 WA Mercer Island, Etats-Unis
Luxemburg, den 3. September 2013.

Référence de publication: 2013124921/11.

(130152141) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2013.

Les Mares International S.A., Société Anonyme.

Capital social: EUR 35.000,00.

Siège social: L-1930 Luxembourg, 16A, avenue de la Liberté.

R.C.S. Luxembourg B 107.038.

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Extrait de la résolution prise en date du 30 juillet 2013

Transfert du siège social avec effet au 1 er septembre 2013

- L-1930 Luxembourg, 16a, avenue de la Liberté

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013124917/12.

(130151754) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 septembre 2013.

Do Ing S.à r.l., Société à responsabilité limitée.

Siège social: L-9225 Diekirch, 10, rue de l'Eau.

R.C.S. Luxembourg B 168.040.

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Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Diekirch, le 02 septembre 2013.

Référence de publication: 2013124147/10.

(130151248) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 septembre 2013.

DIF RE Wind Assets 3 Luxembourg S. à r. l., Société à responsabilité limitée.

Siège social: L-1313 Luxembourg, 5, rue des Capucins.

R.C.S. Luxembourg B 143.137.

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Les comptes annuels au 31/12/2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013124143/9.

(130151478) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 septembre 2013.

Dolphimmo Investments S.A., Société Anonyme.

Siège social: L-2168 Luxembourg, 127, rue de Mühlenbach.

R.C.S. Luxembourg B 143.231.

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Extrait des résolutions adoptées en date du 29 août 2013, lors de l'Assemblée Générale Extraordinaire de la Société DOLPHIMMO INVESTMENTS S.A.

- La démission de Mme Noeleen GOES-FARRELL de son mandat d'administrateur de la Société a été acceptée avec effet au 31 juillet 2013.

- Monsieur Nicolas MILLE, employé privé, né à Antony (France) le 8 février 1978, résidant professionnellement au 127 rue de Mühlenbach, L-2168 Luxembourg a été nommé en tant qu'administrateur de la Société avec effet au 1 er août 2013. Son mandat prendra fin le 29 novembre 2014.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

DOLPHIMMO INVESTMENTS S.A.
Signature
Un mandataire

Référence de publication: 2013124148/18.

(130151340) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 septembre 2013.

EDM International, Société d'Investissement à Capital Variable.

Siège social: L-1470 Luxembourg, 69, route d'Esch.

R.C.S. Luxembourg B 50.523.

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Extrait rectificatif concernant la modification déposée le 23 juillet 2013 sous la référence L130125656

Le présent document est établi en vue de corriger les informations inscrites auprès du Registre de Commerce et des Sociétés de Luxembourg. En effet, une erreur s'est produite lors du dépôt enregistré en date du 23 juillet sous la référence L130125656.

Il y a lieu de lire: Prénom: Antonio Nom: ESTABANELL BUXÓ

au lieu de: Prénom: Antonio Estabanell Nom: BUXÓ

Toutes les autres dispositions de la publication demeurent inchangées.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 2 août 2013.
EDM INTERNATIONAL
Signature

Référence de publication: 2013124167/18.

(130150920) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 septembre 2013.

CPT Finance S.A., Société Anonyme.

Siège social: L-2169 Luxembourg, 127, rue de Mühlenbach.

R.C.S. Luxembourg B 85.193.

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Extrait des résolutions adoptées en date du 28 août 2013, lors de l'Assemblée Générale Extraordinaire de la Société CPT FINANCE S.A.

- L'assemblée a accepté avec effet au 31 juillet 2013 la démission de Madame Noeleen GOES-FARRELL, employée privé, née à Dublin, le 28 décembre 1966, résidant professionnellement au 127 rue de Mühlenbach, L-2168 Luxembourg, de ses fonctions d'administrateur de la Société;

- L'assemblée a décidé de nommer au poste d'administrateur de la Société, Mr.Nicolas MILLE, employé privé, né à Antony (France), le 08 févier 1978, demeurant professionnellement au 127 rue de Mühlenbach, L-2168 Luxembourg, avec effet au 31 juillet 2013 et ce, jusqu'au 12 décembre 2017.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

CPT FINANCE S.A.
Signature

Référence de publication: 2013124114/18.

(130150885) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 septembre 2013.

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