

Inversiones Eneida S.à r.l., SPF, Société à responsabilité limitée - Société de gestion de patrimoine familial.

Siège social: L-1528 Luxembourg, 11-13, boulevard de la Foire.

R.C.S. Luxembourg B 193.399.

STATUTES

In the year two thousand and fourteen, on the seventeenth day of December,

Before the undersigned Maître Danielle KOLBACH, Civil Law Notary residing in Redange-sur-Attert, Grand-Duchy of Luxembourg.

THESE APPEARED

INVERSIONES ODISEA LIMITADA, a limited liability company, under Chile Law, having its registered office at Avenida Apoquindo 3000, Oficina 1701, Las Condes, Santiago, Chile,

here represented by Sara Leconte, by virtue of a proxy, given privately to her on 27 November 2014 (the Sole Shareholder).

The said proxy, initialisé ne varieut by the mandatory of the appearing party and the notary, will remain annexed to the present deed to be filed at the same time with the registration authorities.

Such appearing party, acting in its/his here above stated capacities, has required the officiating notary to enact the deed of incorporation of a Société à responsabilité limitée which it declares organized and the articles of incorporation of which shall be as follows:

I. Name - Registered office - Object - Duration

Art. 1. Name. There is formed a private limited liability company (Société à responsabilité limitée) under the name "Inversiones Eneida S.à r.l., SPF" (hereafter the Company), which will be governed by the laws of the Grand Duchy of Luxembourg, in particular by the law dated 10th August, 1915, on commercial companies, as amended (hereafter the Law), and by the law dated 11 May 2007 regarding the incorporation of a Société de gestion de patrimoine familial, as well as by the present articles of association (hereafter the Articles).

Art. 2. Registered office.

2.1. The registered office of the Company is established in Luxembourg-City, Grand Duchy of Luxembourg. It may be transferred within the boundaries of the municipality by a resolution of the single manager, or as the case may be, by the board of managers of the Company. The registered office may further be transferred to any other place in the Grand Duchy of Luxembourg by means of a resolution of the single shareholder or the general meeting of shareholders adopted in the manner required for the amendment of the Articles.

2.2. Branches, subsidiaries or other offices may be established either in the Grand Duchy of Luxembourg or abroad by a resolution of the single manager, or as the case may be, the board of managers of the Company. Where the single manager or the board of managers of the Company determines that extraordinary political or military developments or events have occurred or are imminent and that these developments or events 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 extraordinary 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 incorporated company.

Art. 3. Object. The object of the company is the acquisition, holding, management and disposal of financial assets within the meaning of article 2 of the law of 11 May 2007 on the Société de gestion de Patrimoine Familial.

The company shall not carry on any commercial activity.

In general, it may carry out any operation which it may deem useful in the accomplishment and development of its purpose, remaining always however within the limits established by the law of 11 May 2007 on the Société de gestion de Patrimoine Familial.

Art. 4. Duration.

4.1. The Company is formed for an unlimited period of time.

4.2. The Company shall not be dissolved by reason of the death, suspension of civil rights, incapacity, insolvency, bankruptcy or any similar event affecting one or several of the shareholders.

II. Capital - Shares

Art. 5. Capital.

5.1. The Company's issued share capital is set at twelve thousand five hundred Euro (EUR 12,500.-), represented by one hundred twenty-five (125) shares with a nominal value of one hundred Euro (EUR 100.-) each, all subscribed and fully paid up.

5.2. The share capital of the Company may be increased or reduced in one or several times by a resolution of the single shareholder or, as the case may be, by the general meeting of shareholders, adopted in the manner required for the amendment of the Articles.

Art. 6. Shares.

6.1. Each share entitles the holder to a fraction of the corporate assets and profits of the Company in direct proportion to the number of shares in existence.

6.2. Towards the Company, the Company's shares are indivisible, since only one owner is admitted per share. Joint co-owners have to appoint a sole person as their representative towards the Company.

6.3. Shares are freely transferable among shareholders or, if there is no more than one shareholder, to third parties.

If the Company has more than one shareholder, the transfer of shares to non-shareholders is subject to the prior approval of the general meeting of shareholders representing at least three quarters of the share capital of the Company.

A share transfer will only be binding upon the Company or third parties following a notification to, or acceptance by, the Company in accordance with article 1690 of the Civil Code.

For all other matters, reference is being made to articles 189 and 190 of the Law.

6.4. A shareholders' register will be kept at the registered office of the Company in accordance with the provisions of the Law and may be examined by each shareholder who so requests.

6.5. The Company may redeem its own shares within the limits set forth by the Law.

III. Management - Representation

Art. 7. Board of managers.

7.1. The Company is managed by one or more managers appointed by a resolution of the single shareholder or the general meeting of shareholders which sets the term of their office. The manager(s) need not to be shareholder(s). In case of plurality of managers, the managers will form a board of managers.

7.2. The managers may be dismissed at any time ad nutum (without any reason).

Art. 8. Powers of the board of managers.

8.1. All powers not expressly reserved by the Law or the present Articles to the general meeting of shareholders fall within the competence of the single manager or, if the Company is managed by more than one manager, the board of managers, which shall have all powers to carry out and approve all acts and operations consistent with the Company's object.

8.2. Special and limited powers may be delegated for determined matters to one or more agents, either shareholders or not, by the manager, or if there are more than one manager, by the board of managers of the Company or by two managers acting jointly.

Art. 9. Procedure.

9.1. The board of managers shall meet as often as the Company's interests so require or upon call of any manager at the place indicated in the convening notice.

9.2. Written notice of any meeting of the board of managers shall be given to all managers at least 24 (twenty-four) hours in advance of the date set for such meeting, except in case of emergency, in which case the nature of such circumstances shall be set forth in the convening notice of the meeting of the board of managers.

9.3. No such convening notice is required if all the members of the board of managers of the Company are present or represented at the meeting and if they state to have been duly informed, and to have had full knowledge of the agenda of the meeting. The notice may be waived by the consent in writing, whether in original, by telegram, telex, facsimile or e-mail, of each member of the board of managers of the Company.

9.4. Any manager may act at any meeting of the board of managers by appointing in writing another manager as his proxy.

9.5. The board of managers will validly deliberate and act only if a majority of its members is present or represented. Resolutions of the board of managers are validly taken by the majority of the votes cast. The resolutions of the board of managers will be recorded in minutes signed by all the managers present or represented at the meeting.

9.6. Any manager may participate in any meeting of the board of managers by telephone or video conference call or by any other similar means of communication allowing all the persons taking part in the meeting to hear and speak to each other. The participation in a meeting by these means is deemed equivalent to a participation in person at such meeting.

9.7. In case of emergency, circular resolutions signed by all the managers shall be valid and binding in the same manner as if passed at a meeting duly convened and held. Such signatures may appear on a single document or on multiple copies of an identical resolution and may be evidenced by letter or facsimile.

Art. 10. Representation. The Company shall be bound towards third parties in all matters by the sole signature of the sole manager or, in case of plurality of managers, by the individual signature of any manager of the Company or, as the case may be, by the joint or single signature(s) of any persons to whom such signature power has been validly delegated in accordance with article 8.2. of these Articles.

Art. 11. Liability of the managers. The sole manager or, as the case may be, the managers assume, by reason of their mandate, no personal liability in relation to any commitment validly made by him/ them in the name of the Company, provided such commitment is in compliance with these Articles as well as the applicable provisions of the Law.

IV. General meetings of shareholders

Art. 12. Powers and Voting rights.

12.1. The sole shareholder assumes all powers conferred by the Law to the general meeting of shareholders.

12.2. Each shareholder may participate in the collective decisions irrespective of the numbers of shares which he owns. Each shareholder has voting rights commensurate to its shareholding.

12.3. Each shareholder may appoint any person or entity as his attorney pursuant to a written proxy given by letter, telegram, telex, facsimile or e-mail, to represent him at the general meetings of shareholders.

Art. 13. Forme - Quorum - Majorité.

13.1. If there are not more than twenty-five shareholders, the decisions of the shareholders may be taken by circular resolution, the text of which shall be sent to all the shareholders in writing, whether in original or by telegram, facsimile or e-mail. The shareholders shall cast their vote by signing the circular resolution. The signatures of the shareholders may appear on a single document or on multiple copies of an identical resolution and may be evidenced by letter or facsimile.

13.2. Collective decisions are only validly taken insofar as they are adopted by shareholders owning more than half of the share capital.

13.3. However, resolutions to alter the Articles or to dissolve and liquidate the Company may only be adopted by the majority in number of the shareholders owning at least three quarters of the Company's share capital.

V. Annual accounts - Allocation of profits

Art. 14. Accounting Year.

14.1. The accounting year of the Company shall begin on the first of January of each year and end on the thirty-first of December.

14.2. Each year, with reference to the end of the Company's year, the board of managers must prepare the balance sheet and the profit and loss accounts of the Company as well as an inventory including an indication of the value of the Company's assets and liabilities, with an annex summarising all the Company's commitments and the debts of the managers, the statutory auditor(s) (if any) and shareholders towards the Company.

14.3. Each shareholder may inspect the above inventory and balance sheet at the Company's registered office.

Art. 15. Allocation of Profits.

15.1. The gross profits of the Company stated in the annual accounts, after deduction of general expenses, amortisation and expenses represent the net profit. An amount equal to five per cent (5%) of the net profits of the Company is allocated to the statutory reserve, until this reserve amounts to ten per cent (10%) of the Company's nominal share capital.

15.2. The general meeting of shareholders has discretionary power to dispose of the surplus. It may in particular allocate such profit to the payment of a dividend or transfer it to the reserve or carry it forward.

15.3. Interim dividends may be authorized and distributed, at any time, by the sole manager or, as the case may be, the board of managers under the following conditions:

(i) a statement of accounts or an inventory or report is established by the sole manager or the board of managers of the Company;

(ii) this statement of accounts, inventory or report shows that sufficient funds are available for distribution; it being understood that the amount to be distributed may not exceed realised profits since the end of the last financial year, increased by carried forward profits and distributable reserves but decreased by carried forward losses and sums to be allocated to the statutory reserve; and

(iii) assurance has been obtained that the rights of the creditors of the Company are not threatened.

VI. Dissolution - Liquidation

16.1. In the event of a dissolution of the Company, the liquidation will be carried out by one or several liquidators, who do not need to be shareholders, appointed by a resolution of the single shareholder or the general meeting of shareholders which will determine their powers and remuneration. Unless otherwise provided for in the resolution of the shareholder(s) or by law, the liquidators shall be invested with the broadest powers for the realisation of the assets and payments of the liabilities of the Company.

16.2. The surplus resulting from the realisation of the assets and the payment of the liabilities of the Company shall be paid to the shareholder or, in the case of a plurality of shareholders, the shareholders in proportion to the shares held by each shareholder in the Company.

VII. General provisions

17. Reference is made to the provisions of the Law and of the law of 11 May 2007 regarding the incorporation of a Société de gestion de patrimoine familial for all matters for which no specific provision is made in these Articles.

Transitory provision

The accounting year of the Company shall begin on the 1 January and shall terminate on the 31 December of each year, with the exception of the first accounting year, which shall begin on the date of the incorporation of the corporation and shall terminate on the 31 December 2015.

Subscription - Payment

The articles of association having thus been established, the appearing party, represented as stated hereabove, declares to subscribe the issued share capital upon incorporation as follows:

INVERSIONES ODISEA LIMITADA

125 shares

TOTAL:

125 shares

All the one hundred twenty five (125) shares of a par value of one hundred (EUR 100.-) each have been fully paid up by a payment in cash and the amount of twelve thousand five hundred euro (EUR 12,500.-) is now available to the corporation, evidence thereof was given to the undersigned notary.

Costs

The expenses, costs and charges of any kind whatsoever which will have to be borne by the Company as a result of its incorporation are estimated at approximately one hundred two thousand euros (EUR 1,200.-).

Resolutions of the sole shareholder

Immediately after the incorporation of the Company, the Sole Shareholder, representing the entirety of the subscribed share capital has passed the following resolutions:

1. The following persons are appointed as managers (gérants) of the Company for an indefinite period of time:

- Mr Fabio MASTROSIMONE, born on February 13, 1978 in Roma, Italy, residing professionally at 11-13 Boulevard de la Foire, L- 1528 Luxembourg.

- Mr Marco LAGONA, born on April 18, 1972 in Milan, Italy, residing professionally at 11-13 Boulevard de la Foire, L- 1528 Luxembourg.

2. The registered office of the Company is set at 11/13, boulevard de la Foire, L-1528 Luxembourg, Grand-Duché de Luxembourg.

Declaration

The undersigned notary who understands and speaks English, states herewith that on request of the above appearing party, the present deed is worded in English followed by a French version and in case of divergences between the English and the French text, the English version will be prevailing.

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

The document having been read to the proxyholder, she signed together with the notary the present deed.

Suit la traduction française du texte qui précède:

L'an deux mille quatorze, le dix-sept décembre,

Par-devant Maître Danielle KOLBACH, notaire de résidence à Redange-sur-Attert, Grand-Duché de Luxembourg.

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INVERSIONES ODISEA LIMITADA, une société à responsabilité limitée, ayant son siège social à Avenida Apoquindo 3000, Oficina 1701, Las Condes, Santiago, Chili,

ici représentée par Sara Leconte, en vertu d'une procuration sous seing privé lui délivrée en date du 27 novembre 2014 (l'Associé Unique).

La procuration signée ne varieut par la mandataire de la comparante et par le notaire soussigné restera annexée au présent acte pour être soumise avec lui aux formalités de l'enregistrement.

Laquelle comparante, représentée comme dit ci-avant, a requis le notaire instrumentant de dresser acte d'une Société à responsabilité limitée qu'elle déclare constituer et dont elle a arrêté les statuts comme suit:

I. Dénomination - Siège social - Objet social - Durée

Art. 1^{er}. Dénomination. Il est établi une Société à responsabilité limitée sous la dénomination «Inversiones Eneida S.à r.l., SPF» (ci-après la Société), qui sera régie par les lois du Grand-Duché de Luxembourg, en particulier par la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée (ci-après la Loi), et par la loi du 11 mai 2007 relative à la création d'une société de gestion de patrimoine familial, ainsi que par les présents statuts (ci-après les Statuts).

Art. 2. Siège