Only the German version articles of association of DFMG Holding GmbH is binding. The English version is a non-binding convenience translation for information purposes only.

Articles of Association

of

DFMG Holding GmbH

§ 1
Name, seat

1. The company is a limited liability company with the company name:

DFMG Holding GmbH.

2. The registered seat of the company is in Leverkusen.

§ 2
Object of the company

1. The purpose of the company is the holding of participations in other entities, in particular in antenna mast and real estate entities, and the provision of management services and other services, such as e.g. treasury and business operations, in particular to affiliated companies within the meaning of section 15 German Stock Corporation Act in Germany and abroad.

2. The company may engage in any business activities and measures which are suitable to indirectly or directly serve the purpose of the company pursuant to paragraph 1, including the provision of services for affiliated companies.

3. The company may acquire in Germany or abroad other business undertakings in the field of activity of the company or participate in such business undertakings. It may establish subsidiaries and branch offices in Germany or abroad, to the extent this is beneficial to the purpose of the company. The company may consolidate affiliated companies in which it holds participations under its single direction and for that purpose or any other purpose enter into affiliation agreements.

§ 3
Share capital

The share capital of the company amounts to

EUR 26.000,--

(in words: Euro twenty-six thousand).

§ 4
Business year

The business year shall be the calendar year

§ 5
Corporate bodies

The corporate bodies of the company are

- the management board,
- the shareholder meeting.

§ 6
Managing directors and representation

1. The company has one or more managing directors. If several managing directors have been appointed, the company shall be represented by two managing directors jointly or by one managing director acting jointly with a registered proxy holder. If only one managing director has been appointed, such managing director represents the company alone. The shareholder meeting may grant sole power of representation by shareholder resolution.

2. The managing directors shall be appointed and removed by resolution of the shareholder meeting.

3. The managing directors may be fully or partially released from the restrictions set forth in section 181 German Civil Code by shareholder resolution.

§ 7
Management board

1. The management board shall conduct the company's business activities in accordance with applicable law, with these articles of association, with the shareholder resolutions and the rules of procedure for the management board.

2. The management board shall:

   (a) report in writing to the shareholder meeting on the course of business and the situation of the enterprise at least quarterly and keep it generally informed by analogous application of the provisions of section 90 German Stock Corporation Act,

   (b) prepare annually in advance a budget for the coming business year and submit it to the shareholder meeting,

   (c) prepare the annual financial statements and the management report (§ 9),

   (d) comply with the resolutions of the shareholder meeting, in particular with regard to the transactions that require the consent of the shareholder meeting.

3. The managing directors require a prior consenting resolution by the shareholder meeting for all transactions that go beyond the ordinary business operations of the company. This includes in particular the transactions listed in the rules of procedure for the management board.

§ 8
Shareholder meeting

1. The shareholder meeting shall be convened by the management board. The ordinary shareholder meeting shall take place once annually, if possible within the first six months after the end of the business year.

2. An extraordinary shareholder meeting shall be convened if the shareholder requests this.

3. Shareholder resolutions shall be adopted in shareholder meetings. They may also be adopted in writing, by video conference, telephone, telefax or other telecommunications media.

4. Minutes bearing consecutive numbers shall be prepared for each shareholder meeting and each shareholder resolution and delivered to the shareholder without undue delay.

5. In addition to the matters listed in section 46 German Limited Liability Companies Act, the shareholder meeting resolves in particular on:

   – the conclusion, amendment and termination of the service agreements with the managing directors, observing the general principles and remuneration guidelines to be established,

   – the establishment of subsidiaries, the acquisition and disposal of participations,

   – the election of the auditor,

   – the approval of the budget,

   – the conclusion, amendment and termination of affiliation agreements within the meaning of sections 291 et seq. German Stock Corporation Act,

   – the rules of procedure for the management board.

§ 9
Annual financial statements, appropriation of profits

1. The managing directors shall prepare the annual financial statements (annual balance sheet together with profit and loss account and management report) for the past business year within the first three months after the end of the business year and submit them to the auditor for audit.

2. The managing directors shall submit the annual financial statements without undue delay after preparation and the audit report of the auditor without undue delay after receipt, together with their proposals, to the shareholder meeting.

3. The shareholder meeting decides on the appropriation of profits at its free discretion.

§ 10
Information rights

The managing directors shall, upon request, provide the shareholder without undue delay with information on the affairs of the company and permit inspection of the books and records.

§ 11
Announcements

The official announcements of the company shall be published in the electronic Federal Gazette.

§ 12
Final provisions

Should any individual provision of these articles of association be or become invalid, this shall not affect the validity of the remaining provisions. In place of the invalid provision, that valid provision shall be deemed agreed which comes closest to the meaning and purpose of the invalid provision. In the event of an omission, that provision shall be deemed agreed which corresponds to what would have been agreed according to the meaning and purpose of these articles of association if the matter had been considered from the outset.