

Edgar Filing: CEMEX SA DE CV - Form 424B3

CEMEX SA DE CV  
Form 424B3  
July 27, 2006

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Via EDGAR

Securities and Exchange Commission  
450 Fifth Street N.W.  
Washington, D.C. 20549

**Rule 424(b)(3) Filing in respect of Form F-6 Registration Statement No. 333-135725 for American Depositary Shares representing Ordinary Participation Certificates ( CPOs ), each CPO representing the (i) economic interests in two (2) Series A Shares, no par value and (ii) one (1) Series B Share, no par value (such CPOs, the Deposited Securities ), of CEMEX, S.A.B. de C.V., a company organized under the laws of the United Mexican States (the Company ).**

Ladies & Gentlemen:

On behalf of Citibank, N.A., as Depositary (the Depositary ) and acting on behalf of the legal entity created by the Second Amended and Restated Deposit Agreement, dated as of August 10, 1999, as amended by Amendment No.1 thereto, dated as of July 1, 2005 ( the Deposit Agreement ), by and among the Depositary, the Company and the Holders and Beneficial Owners from time to time of American Depositary Receipts ( ADRs ) evidencing American Depositary Shares ( ADSs ), each representing ten (10) Deposited Securities, each Deposited Security representing the (i) economic interests in two (2) Series A Shares, no par value and (ii) one (1) Series B Share, no par value, I enclose for filing with the Securities and Exchange Commission (the Commission ), pursuant to Rule 424(b)(3) promulgated by the Commission under the Securities Act of 1933, as amended (the Act ), one (1) copy of a form of the ADRs which are to be issued by the Depositary and which reflect the change in corporate name of the Company from CEMEX, S.A. de C.V. to CEMEX, S.A.B. de C.V.

As required by Rule 424(e) under the Act, the cover of the enclosed ADR has been marked to indicate the paragraph of Rule 424 under which the filing is being made and the file number of the Form F-6 Registration Statement previously filed and declared effective in respect of the ADRs.

*In anticipation of any subsequent filings with, and/or submissions to, the Commission that the Company and/or the Depositary may make, we respectfully request that the Commission modify its records to reflect the change in corporate name of the Company from CEMEX, S.A. de C.V. to CEMEX, S.A.B. de C.V.*

In the event any member of the Staff of the Commission has any questions or comments concerning this filing, such person should contact the undersigned at (212) 816-6691.

Very truly yours,

/s/ Dana Lowe

Dana Lowe

Enclosures

cc: Paul M. Dudek, Esq. (Securities and Exchange Commission - Office of International Corporate Finance)  
Robert M. Chilstrom, Esq. (Skadden Arps, Slate, Meagher & Flom LLP)  
Ana Maria Carasso (Citibank, N.A. - ADR Department)

Rule 424(b)(3)  
Form F-6 Registration Statement No.333-135725  
**EXHIBIT A**

**[FORM OF FACE OF RECEIPT]**

Number

CUSIP Number 151290889

American Depositary Shares  
(Each American Depositary Share  
representing ten (10) CPOs each  
representing (i) economic interests in  
two (2) Series A Shares  
and (ii) one (1) Series B Share)

AMERICAN DEPOSITARY RECEIPT  
FOR  
AMERICAN DEPOSITARY SHARES  
each representing  
Ten (10) Certificados de Participacion Ordinarios ("CPOs"), each CPO  
representing (i) economic interests in two (2) Series A Shares and (ii) one (1) Series B Share

of

**CEMEX, S.A.B. de C.V.**  
**(Incorporated under the laws of the United Mexican States)**

CITIBANK, N.A., a national banking association organized and existing under the laws of the United States of America, as depositary (herein called the "Depositary"), hereby certifies that \_\_\_\_\_ is the owner of \_\_\_\_\_ American Depositary Shares (hereinafter "ADS"), each ADS representing ten (10) CPOs, each CPO representing (i) economic interests in two (2) Series A Shares of CEMEX, S.A.B. de C.V., a corporation incorporated under the laws of the United Mexican States (the "Company"), and (ii) one (1) Series B Share of the Company held in the CPO Trust (such CPOs the "Eligible Securities") deposited under the Deposit Agreement with the Custodian which at the date of execution of the Deposit Agreement is Banco Nacional de Mexico, S.A. (the "Custodian"). The ratio of Depositary Shares to Eligible Securities is subject to subsequent amendment as provided in Article IV of the Deposit Agreement. The Depositary's Principal Office is located at 388 Greenwich Street, New York, New York 10013, U.S.A.

(1) The Deposit Agreement. This American Depositary Receipt is one of an issue of American Depositary Receipts ("Receipts"), all issued and to be issued upon the terms and conditions set forth in the Second Amended and Restated Deposit Agreement, dated as of August 10, 1999, as amended by Amendment No.1 to the Second Amended and Restated Deposit Agreement, dated as of July 1, 2005 (as amended from time to time, the "Deposit Agreement"), by and among the Company, the Depositary, and all Holders and Beneficial Owners from time to time of ADSs issued thereunder, each of whom by accepting an ADSs agrees to become a party thereto and becomes bound by all the terms and conditions thereof. The Deposit Agreement sets forth the rights and obligations of Holders and Beneficial Owners of ADSs and the rights and duties of the Depositary in respect of the Eligible Securities deposited thereunder and any and all other securities, property and cash from time to time, received in respect of such Eligible Securities held thereunder (such Eligible Securities, securities, property and cash are herein called "Deposited Securities"). Copies of the Deposit Agreement are on file at the Principal Office of the Depositary and with the Custodian.

The statements made on the face and reverse of this Receipt are summaries of certain provisions of the Deposit Agreement, the CPO Trust, the Successor Trust and the Estatutos of

the Company (as in effect on the date of the Deposit Agreement) and are qualified by and subject to the detailed provisions of the Deposit Agreement, the CPO Trust, the Successor Trust and the Estatutos of the Company to which reference is hereby made. All capitalized terms used herein which are not otherwise defined herein shall have the meanings ascribed thereto in the Deposit Agreement. The Depositary makes no representation or warranty as to the validity or worth of the Deposited Securities. The Depositary has made arrangements for the acceptance of the ADSs into DTC. A single ADR in the form of a "Balance Certificate" will evidence all ADSs held through DTC and will be registered in the name of the nominee for DTC (currently "Cede & Co."). As such, the nominee for DTC will be the only "Holder" of the ADR evidencing all ADSs held through DTC. Each Beneficial Owner of ADSs held through DTC must rely upon the procedures of DTC and the DTC Participants to exercise and be entitled to any rights attributable to such ADSs. The DTC Participants shall for all purposes be deemed to have all requisite power and authority to act on behalf of the Beneficial Owners of the ADSs held in the DTC Participants' respective accounts in DTC and the Depositary shall for all purposes be authorized to rely upon any instructions and information given to it by DTC Participants on behalf of Beneficial Owners of ADSs. So long as ADSs are held through DTC or unless otherwise required by law, ownership of beneficial interests in the ADR registered in the name of the nominee for DTC will be shown on, and transfers of such ownership will be effected only through, records maintained by (i) DTC (or its nominee), or (ii) DTC Participants (or their nominees).

(2) Surrender of ADSs and Withdrawal of Deposited Securities. Upon surrender, at the Principal Office of the Depositary, of the ADSs evidenced by this Receipt for the purpose of withdrawal of the Deposited Securities represented thereby, and upon payment of (i) the fees and charges of the Depositary for the making of withdrawals of Deposited Securities and cancellation of Receipts (as set forth in Article (10) hereof and in Section 5.9 and Exhibit B of the Deposit Agreement) and (ii) all applicable fees, taxes and governmental charges payable in connection with such surrender and withdrawal, and, subject to the terms and conditions of this Receipt, the Deposit Agreement (including, without limitation, Section 7.8 thereof), the Company's Estatutos, Article (25) of this Receipt and any provisions of or governing the Deposited Securities and applicable laws, the Holder of the ADSs evidenced hereby shall be entitled to Delivery at the Custodian's office, to him or upon his order, of the Deposited Securities at the time represented by the ADS so surrendered. As of the date hereof, under the terms of the CPO Trust and under Mexican law, holders of CPOs are not entitled to withdraw the Shares underlying the CPOs. After the Conversion Date, the Shares held in the CPO Trust in respect of ADSs are expected to be contributed to the Successor Trust with the result that, from and after the Conversion Date, a Holder of ADSs will, subject to the terms of the Deposit Agreement, be entitled to receive the Deposited Securities, which are expected to consist, on and after the Conversion Date, of Successor Trust CPOs. Under the terms of the Successor Trust, holders of Successor Trust CPOs are not entitled to withdraw the Shares upon surrender of CPOs to the Successor Trustee. ADSs may be surrendered for the purpose of withdrawing Deposited Securities by delivery of a Receipt evidencing such ADSs (if held in registered form) or by book-entry delivery of such ADSs to the Depositary.

A Receipt surrendered for such purposes shall, if so required by the Depositary, be properly endorsed in blank or accompanied by proper instruments of transfer in blank, and if the Depositary so requires, the Holder thereof shall execute and deliver to the Depositary a written order directing the Depositary to cause the Deposited Securities being withdrawn to be Delivered to or upon the written order of a person or persons designated in such order. Thereupon, the

Depository shall direct the Custodian to Deliver (without unreasonable delay) at the office of the Custodian, subject to the terms and conditions hereof and of the Deposit Agreement, the Estatutos of the Company, and the provisions of or governing the Deposited Securities and applicable laws, now or hereafter in effect (including, without limitation, the terms of the Trust and Mexican law), to or upon the written order of the person(s) designated in the order delivered to the Depository as provided above, the Deposited Securities represented by such ADSs together with any certificate or other proper documents of or relating to title for the Deposited Securities, or evidence of the electronic transfer thereof (if available), as the case may be, to or for the account of such person(s). The Depository may make delivery to such person(s) at the Principal Office of the Depository of any cash dividends or cash distributions with respect to the Deposited Securities represented by such ADSs, or of any proceeds of sale of any dividends, distributions or rights, which may at the time be held by the Depository.

The Depository shall not accept for surrender a Receipt evidencing ADSs representing less than one CPO. The Depository may, in its discretion, refuse to accept for surrender a number of ADSs representing a number of CPOs other than a whole number of CPOs. In the case of surrender of a Receipt evidencing a number of ADSs representing other than a whole number of CPOs, the Depository shall cause ownership of the appropriate whole number of CPOs to be delivered in accordance with the terms hereof, and shall, at the discretion of the Depository, either (i) issue and deliver to the person surrendering such Receipt a new Receipt evidencing ADSs representing any remaining fractional CPO, or (ii) sell or cause to be sold the fractional CPO represented by the Receipt surrendered and remit the proceeds of such sale (net of (a) applicable fees and charges of, and expenses incurred by, the Depository and (b) taxes withheld) to the person surrendering the Receipt.

(3) Transfers, Split-ups and Combinations of Receipts. The Registrar shall register transfers of Receipts (and of the ADSs represented thereby) on the books maintained for such purpose and the Depository shall cancel such receipts and execute new Receipts evidencing the same aggregate number of ADSs as those evidenced by the Receipts canceled by the Depository, shall cause the Registrar to countersign such new Receipts and shall Deliver such new Receipts to or upon the order of the person entitled thereto if each of the following conditions are satisfied: (i) the Receipts have been duly Delivered by the Holder (or by a duly authorized attorney of the Holder) to the Depository at its Principal Office for the purpose of effecting a transfer thereof, (ii) the surrendered Receipts have been properly endorsed or accompanied by paper instruments of transfer (including signature guarantees in accordance with standard securities industry practice), (iii) the surrendered Receipts have been duly stamped (if required by the laws of the State of New York or of the United States), and (iv) all applicable fees and charges of, and expenses incurred by, the Depository and all applicable governmental charges (as are set forth in the Deposit Agreement and Paragraph (10) hereof) have been paid, *subject, however, in each case,* to the terms and conditions of this Receipt, of the Deposit Agreement and of applicable law, in each case as in effect of the time thereof.

The Registrar shall register the split-up or combination of Receipts (and of the ADSs represented thereby) on the books maintained for such purpose and the Depository shall cancel such Receipts and execute new Receipts for the number of ADSs requested, but in the aggregate not exceeding the number of ADSs evidenced by the Receipts canceled by the Depository, shall cause the Registrar to countersign such new Receipts, and shall deliver such new Receipts to or

upon the order of the Holder thereof if each of the following conditions has been satisfied: (i) the Receipts have been duly Delivered by the Holder (or by a duly authorized attorney of the Holder) to the Depository at its Principal Office for the purpose of effecting a split-up or combination thereof, and (ii) all applicable fees and charges of, and expenses incurred by, the Depository and all applicable taxes and governmental charges (as are set forth in the Deposit Agreement and Paragraph (10) hereof) have been paid, subject, however, in each case, to the terms and conditions of this Receipt, of the Deposit Agreement and of applicable law, in each case as in effect at the time thereof.

(4) Pre-Conditions to Registration Transfer, Etc. As a condition precedent to the execution and delivery, registration of transfer, split-up, combination or surrender of any Receipt, the delivery of any distribution thereon, or the withdrawal of any Deposited Securities, the Depository or the Custodian may require (i) payment from the depositor of Eligible Securities, or the presenter of Receipt(s) of a sum sufficient to reimburse it for any tax or other governmental charge and any stock transfer or registration fee with respect thereto (including any such tax or charge and fee with respect to the Eligible Securities being deposited or Deposited Securities being withdrawn) and payment of any applicable fees and charges of the Depository as provided in the Deposit Agreement and in this Receipt, (ii) the production of proof satisfactory to it as to the identity and genuineness of any signature or any other matter contemplated in the Deposit Agreement, and (iii) compliance with (A) any laws or governmental regulations relating to the execution and delivery of Receipts and ADSs or to the withdrawal of Deposited Securities and (B) such reasonable regulations of the Depository or the Company may establish consistent with the Deposit Agreement and applicable law.

The issuance of ADSs against deposits of Eligible Securities generally or against deposits of particular Eligible Securities may be suspended, or the issuance of ADSs against the deposit of particular Eligible Securities may be withheld, or the registration of transfer of Receipts in particular instances may be refused, or the registration of transfer of outstanding Receipts generally may be suspended, and the withdrawal of Deposited Securities upon surrender of ADSs may be suspended or refused, during any period when the transfer books of the Company, the Depository, a Registrar or the CPO Registrar or the Share Registrar are closed or if any such action is deemed necessary or advisable by the Depository or the Company, in good faith, at any time or from time to time because of any requirement of law, any government or governmental body or commission or any securities exchange upon which the ADSs, Shares or CPOs are listed, or under any provision of the Deposit Agreement or this Receipt, or provisions of, or governing, the Deposited Securities or any meeting of shareholders of the Company or of CPO holders or for any other reason, subject in all cases to Paragraph (25) hereof. Notwithstanding any provision of the Deposit Agreement or this Receipt to the contrary, the withdrawal of Deposited Securities upon surrender of outstanding ADSs may not be suspended except as required in connection with (i) temporary delays caused by the closing of the transfer books of the Depository, the Company, the Trustee or the deposit of Shares in connection with voting at a shareholders' meeting or the payment of dividends, (ii) the payment of fees, taxes and similar charges, and (iii) compliance with any U.S. or foreign laws or governmental regulations relating to the Receipts or to the withdrawal of the Deposited Securities.

(5) Compliance With Information Requests. Notwithstanding any other provision of the Deposit Agreement or this Receipt, each Holder and Beneficial Owner of the ADSs

represented hereby agrees to comply with requests from the Trustee and the Company pursuant to applicable law, the rules and requirements of any stock exchange on which Eligible Securities or ADSs are, or will be, registered, traded or listed or the Estatutos of the Company, or the terms of the Trust, which are made to provide information, inter alia, as to the capacity in which such Holder or Beneficial Owner owns ADSs (and Eligible Securities, as the case may be) and regarding the identity of any other persons then or previously interested in such ADSs and the nature of such interest and various other matters whether or not they are Holders and/or Beneficial Owners at the time of such request.

(6) Ownership Restrictions. Notwithstanding any other provision of the Deposit Agreement or this Receipt, the Trustee and the Company may restrict transfers of Eligible Securities or Deposited Securities where such transfer might result in ownership of Shares, Eligible Securities or Deposited Securities exceeding limits imposed by the Trust, applicable law or the Estatutos of the Company. The Company may also restrict, in such manner as it deems appropriate, transfers of ADSs where such transfer may result in the total number of Shares or Deposited Securities represented by the ADSs owned by a single Holder or Beneficial Owner to exceed any such limits. The Company may, in its sole discretion but subject to applicable law, instruct the Depository to take action with respect to the ownership interest of any Holder or Beneficial Owner in excess of the limits set forth in the preceding sentence, including, but not limited to, the imposition of restrictions on the transfer of ADSs, the removal or limitation of voting rights (if any) or a mandatory sale or disposition on behalf of a Holder or Beneficial Owner of the Deposited Securities represented by the ADSs held by such Holder or Beneficial Owner in excess of such limitations, if, and to the extent, such disposition is permitted by applicable law or regulations and the Estatutos of the Company.

(7) Liability of Holder for Taxes and Other Charges. If any tax or other governmental charge shall become payable with respect to any Receipt or any Deposited Securities or ADSs, such tax or other governmental charge shall be payable by the Holders and Beneficial Owners to the Depository. The Trustee, the Company, the Custodian and/or Depository may withhold or deduct from any distributions made in respect of Deposited Securities and may sell for the account of the Holder and/or Beneficial Owner any or all of the Deposited Securities (after attempting by reasonable means to notify the Holder(s) of the applicable ADR(s) prior to such sale, if time permits) and apply such distributions and sale proceeds in payment of such taxes (including applicable interest and penalties) or charges, the Holder and the Beneficial Owner hereof remaining liable for any deficiency. The Custodian may refuse the deposit of Eligible Securities and the Depository may refuse to issue ADSs, to deliver ADRs, register the transfer, split-up or combination of ADRs and (subject to Article (25) hereof) the withdrawal of Deposited Securities until payment in full of such tax, charge, penalty or interest is received. Every Holder and Beneficial Owner may be required to indemnify the Depository, the Trustee, the Company, the Custodian and any of their respective agents, officers, employees and Affiliates for, and to hold each of them harmless from, any claims with respect to taxes (including applicable interest and penalties thereon) arising from any tax benefit obtained for such Holder and/or Beneficial Owner.

(8) Representations and Warranties of Depositors. Each person depositing Eligible Securities under the Deposit Agreement shall be deemed thereby to represent and warrant that (i) such Eligible Securities and the certificates therefore are duly authorized, validly issued, fully paid, non-assessable and legally obtained by such person, (ii) all preemptive (and similar) rights, if any, with respect to such Eligible Securities have been validly waived or exercised, (iii) the person making such deposit is duly authorized so to do, (iv) the Eligible Securities presented for deposit are free and clear of any lien, encumbrance, security interest, charge, mortgage or adverse claim and are not, except as contemplated in Section 2.12 of the Deposit Agreement, and the ADSs issuable upon such deposit will not be, except as contemplated in Section 2.12 of the Deposit Agreement, Restricted Securities, and (v) the Eligible Securities presented for deposit have not been stripped of any rights or entitlements. Such representations and warranties shall survive the deposit of Eligible Securities and the withdrawal of Deposited Securities, and the issuance and cancellation of such ADSs in respect thereof and the transfer of ADSs. If any such representations or warranties are false in any way, the Company and Depositary shall be authorized, at the cost and expense of the person depositing Eligible Securities, to take any and all actions necessary to correct the consequences thereof.

(9) Filing Proofs, Certificates and Other Information. Any person presenting Eligible Securities for deposit, and any Holder and any Beneficial Owner may be required, and every Holder and Beneficial Owner agrees, from time to time to provide to the Depositary, the Trustee, and the Custodian such proof of citizenship or residence, taxpayer status, payment of all applicable taxes or other governmental charges, exchange control approval, legal or beneficial ownership of ADSs and Deposited Securities, compliance with applicable laws and the terms of the Deposit Agreement and the provisions of, or governing, the Deposited Securities, to execute such certifications and to make such representations and warranties and to provide such other information and documentation (or, in the case of Eligible Securities in registered form presented for deposit, such information relating to the registration on the books of the Trustee, the Company or of the applicable agent of either of them appointed for the registration and transfer of Eligible Securities) as the Depositary or the Custodian may deem reasonably necessary or proper or as the Company may reasonably require by written request to the Depositary consistent with its obligations under the Deposit Agreement. The Depositary and the Registrar, as applicable, may withhold the delivery or registration of transfer of any Receipt or the distribution or sale of any dividend or distribution of rights or of the proceeds thereof or, to the extent not limited by Article (25), the delivery of any Deposited Securities until such proof or other information is filed or such certifications are executed or such representations made, or such information and documentation are provided, in each case to the Depositary's, the Registrar's, the Trustee's and the Company's satisfaction.

(10) Charges of Depositary. The Depositary shall charge the following fees for the services performed under the terms of the Deposit Agreement:

- (i) to any person to whom ADSs are issued upon the deposit of Eligible Securities, a fee not in excess of U.S. \$ 5.00 per 100 ADSs (or fraction thereof) so issued under the terms of the Deposit Agreement (excluding issuances pursuant to paragraphs (iii) and (iv) below);

- (ii) to any person surrendering ADSs for cancellation and withdrawal of Deposited Securities, a fee not in excess of U.S. \$ 5.00 per 100 ADSs (or fraction thereof) so surrendered;
- (iii) to any Holder of ADRs, a fee not in excess of U.S. \$ 2.00 per 100 ADSs (or fraction thereof) held for the distribution of cash proceeds (i, e., upon the sale of rights and other entitlements), under the terms of the Deposit Agreement; no fee shall be payable for the distribution of cash dividends or the distribution of ADSs pursuant to stock dividends or other free distributions of shares as long as such fees are prohibited by the exchange upon which the ADSs are listed.
- (iv) to any Holder of ADRs, a fee not in excess of U. S. \$ 5.00 per 100 ADSs (or fraction thereof) issued upon the exercise of rights.

In addition, Holders and Beneficial Owners and persons depositing Eligible Securities or withdrawing Deposited Securities shall be required to pay (to the extent applicable) the following charges: (i) taxes (including applicable interest and penalties) and other governmental charges, (ii) such transfer or registration fees as may from time to time be in effect for the registration of Eligible Securities or Deposited Securities and applicable to transfers of Eligible Securities or Deposited Securities to or from the name of the Custodian, the Depositary or any nominees upon the making of deposits of Eligible Securities and withdrawals of Deposited Securities, (iii) such cable, telex and facsimile transmission and delivery expenses as are expressly provided in the Deposit Agreement to be at the expense of the person depositing Eligible Securities or Holders and Beneficial Owners of ADSs, (iv) the expenses and charges incurred by the Depositary in the conversion of foreign currency, (v) such fees and expenses as are incurred by the Depositary in connection with compliance with exchange control regulations and other regulatory requirements applicable to Eligible Securities, Deposited Securities, ADSs and ADRs, and (vi) the fees and expenses incurred by the Depositary in connection with the delivery of Deposited Securities.

The right of the Depositary to receive payment of fees, charges and expenses as provided above shall survive the termination of the Deposit Agreement. As to any Depositary, upon the resignation or removal of such Depositary as described in Paragraph (22) hereof, such right shall extend for those fees, charges and expenses incurred prior to the effectiveness of such resignation or removal.

(11) Title to Receipts. Subject to the limitations set forth in the Deposit Agreement and in this Receipt, title to this Receipt (and to each ADS evidenced hereby) shall be transferable by delivery of the Receipt with the same effect as a certificated security under the laws of the State of New York, provided that the Receipt has been properly endorsed or is accompanied by proper instruments of transfer. Notwithstanding any notice to the contrary, the Depositary may deem and treat the Holder of this Receipt (that is, the person in whose name this Receipt is registered on the books of the Depositary) as the absolute owner thereof for all purposes. The Depositary shall have no obligation nor be subject to any liability under the Deposit Agreement or this Receipt to any holder of this Receipt or any Beneficial Owner unless such holder is the Holder of this Receipt registered on the books of the Depositary or, in the case of a Beneficial Owner, such Beneficial Owner or the Beneficial Owner's representative is the Holder registered on the books of the Depositary.



(12) Validity of Receipt. This Receipt shall be (i) dated, (ii) signed by the manual or facsimile signature of a duly authorized signatory of the Depositary, (iii) countersigned by the manual or facsimile signature of a duly authorized signatory of the Registrar, and (iv) registered in the books maintained by the Registrar for the registration of issuances and transfers of Receipts. This Receipt and the ADSs evidenced hereby shall not be entitled to any benefits under the Deposit Agreement or be valid or enforceable for any purpose against the Depositary or the Company, unless this Receipt shall be so dated, signed, countersigned and registered. Receipts bearing the facsimile signature of a duly-authorized signatory of the Depositary or the Registrar, who at the time of signature was a duly authorized signatory of the Depositary or the Registrar, as the case may be, shall bind the Depositary, notwithstanding the fact that such signatory has ceased to be so authorized prior to the delivery of such Receipt by the Depositary.

(13) Available Information: Reports: Inspection of Transfer Book. The Company is subject to the periodic reporting requirements of the Exchange Act and accordingly files certain information with the Commission. These reports and documents can be inspected and copied at public reference facilities maintained by the Commission currently located at Judiciary Plaza, 450 Fifth Street, N.W., Washington, D.C. 20549. The Depositary shall make available for inspection by Holders at its Principal Office the Deposit Agreement and any reports and communications, including any proxy soliciting materials, received from the Company which are both (a) received by the Depositary, the Custodian, or the nominee of either of them as the holder of the Deposited Securities and (b) made generally available to the holders of such Deposited Securities by the Company.

The Registrar shall keep books for the registration of issuances and transfers of Receipts which at all reasonable times shall be open for inspection by the Company and by the Holders of such Receipts, provided that such inspection shall not be, to the Registrar's knowledge, for the purpose of communicating with Holders of such Receipts in the interest of a business or object other than the business of the Company or other than a matter related to the Deposit Agreement or the Receipts.

The Registrar may close the transfer books with respect to the Receipts, at any time or from time to time, when deemed necessary or advisable by it in good faith in connection with the performance of its duties hereunder, or at the reasonable written request of the Company subject, in all cases, to Paragraph (25) hereof.

Dated:

CITIBANK, N.A.,  
as Depositary

CITIBANK, N.A.,  
Registrar and Transfer Agent

By:

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Vice President

The address of the Principal Office of the Depositary is 388 Street, New York, New York 10013, U.S.A.

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[FORM OF REVERSE OF RECEIPT]

SUMMARY OF CERTAIN ADDITIONAL PROVISIONS  
OF THE DEPOSIT AGREEMENT

(14) CPO Trust/Successor Trust.

(a) The CPO Trust. Banco Nacional de Mexico, S.A. is the CPO Trustee of the CPO Trust. The CPO Trust operates through INDEVAL, the central depository for participants trading on the Mexican Securities Exchange, which maintains ownership records of the CPOs in book-entry form. The principal executive office of the CPO Trustee is located as of the date of the Deposit Agreement at: Ave. Calzada del Valle No. 350, First Floor, San Pedro Garza Garcia, N.L. Mexico, 66220. The terms of the CPO Trust (as in effect as of the date of the Deposit Agreement) are briefly described as follows (which description may not be considered to be a representation or warranty by the Company, the Depositary, or any Custodian and is qualified by and subject to the terms of the CPO Trust Agreement, copies of which in Spanish and in an English translation are on file at the Principal Office): (i) each CPO represents economic interests in two (2) A Shares and one (1) B Share held in the CPO Trust; (ii) the CPOs have no voting rights (except as described in the Deposit Agreement and in Paragraph (18) below); (iii) dividends on the A Shares and B Shares underlying the CPOs are credited to the CPO holders' accounts by the CPO Trustee through INDEVAL, upon receipt thereof from the Company; (iv) as determined by the CPO Trustee, CPO holders may receive notices, reports and proxy solicitation materials at the same times as direct holders of Shares receive such materials; (v) any rights pertaining to the CPOs may be exercised by CPO holders through INDEVAL by the CPO Trustee, at the same time as direct holders of Shares receive any such rights, provided such rights can be exercised by CPO holders; (vi) any securities resulting from dividends, splits or plans of reorganization are distributed to CPO holders through INDEVAL, at the same time as direct holders of Shares receive any such rights; (vii) the CPO Trust is scheduled to terminate on or about August 26, 2029, at which point CPOs represented by ADSs will be converted into Successor Trust CPOs issued under the Successor Trust (see Paragraph (14)(b) below); (viii) holders of CPOs are not entitled to withdraw Shares from the CPO Trust. No fees or charges are imposed directly or indirectly against CPO holders under the CPO Trust.

(b) The Successor Trust. The CPO Trustee and the Common Representative of the CPO holders (acting under the terms of the CPO Trust) have agreed to constitute a new trust, upon termination of the CPO Trust, to hold the Shares previously held in the CPO Trust upon substantially the same terms and conditions as the CPO Trust (as are in force at the time of termination of the CPO Trust).

(15) Dividends and Distributions in Cash, Eligible Securities, etc. Whenever the Depositary receives confirmation from the Custodian of receipt of any cash dividend or other cash distribution on any Deposited Securities, or receives proceeds from the sale of any Eligible Securities, rights, securities or other entitlements under the terms of the Deposit Agreement, the Depositary will, if at the time of receipt thereof any amounts received in a foreign currency can, in the reasonable judgment of the Depositary (upon the terms of the Deposit Agreement), be converted on a reasonable basis, into Dollars transferable to the United States, promptly convert or cause to be converted upon the terms of the Deposit Agreement such cash dividend, distribution or proceeds into Dollars (on the terms described in the Deposit Agreement) and will

distribute promptly the amount thus received (net of (a) expenses and charges incurred by, the Depositary and (b) taxes withheld) to the Holders entitled thereto as of the ADS Record Date in proportion to the number of ADSs held as of the ADS Record Date. The Depositary shall distribute only such amount, however, as can be distributed without attributing to an, Holder a fraction of one cent, and any balance not so distributed shall be held by the Depositary (without liability for interest thereon) and shall be added to and become part of the next sum received by the Depositary for distribution to Holders of Receipts outstanding at the time of the next distribution. If the Company, the Custodian or the Depositary is required to withhold and does withhold from any cash dividend or other cash distribution in respect of any Deposited Securities an amount on account of taxes, duties or other governmental charges, the amount distributed to Holders of the ADSs representing such Deposited Securities shall be reduced accordingly. Such withheld amounts shall be forwarded by the Company, the Trustee, the Custodian or the Depositary to the relevant governmental authority.

If any distribution upon any Deposited Securities consists of a dividend in, or free distribution of, Eligible Securities, the Company shall or cause such Eligible Securities to be deposited with the Custodian. Upon receipt of confirmation from the Custodian of such deposit, the Depositary shall establish the ADS Record Date upon the terms described in the Deposit Agreement and Paragraph (17) hereof, and subject to the terms of Section 5.9 of the Deposit Agreement, either (i) distribute to the Holders as of the ADS Record Date in, proportion to the number of ADSs held as of the ADS Record Date, additional ADSs, which represent in the aggregate the number of Eligible Securities received as such dividend, or free distribution, subject to the terms of the Deposit Agreement (including, without limitation, payment of the expenses incurred by the Depositary and applicable taxes), or (ii) if additional ADSs are not so distributed, each ADS issued and outstanding after the ADS Record Date shall, to the extent permissible by law, thenceforth also represent rights and interest in the additional Eligible Securities distributed upon the Deposited Securities represented thereby (net of the expenses incurred by the Depositary and taxes). In lieu of delivering fractional ADSs, the Depositary shall sell the number of ADSs representing the aggregate of such fractions (or the Eligible Securities represented by such ADSs), and, upon conversion of the proceeds of such sale (if any) into Dollars upon the terms of the Deposit Agreement, distribute the net proceeds of such conversion upon the terms set forth in the Deposit Agreement.

In the event that the Depositary determines that any distribution in Eligible Securities is subject to any tax or other governmental charges which the Depositary is obligated to withhold, or, if the Company, in the fulfillment of its obligations under the Deposit Agreement, has furnished an opinion of U.S. counsel, determining that Eligible Securities must be registered under the Securities Act or other laws in order to be distributed to Holders (and no such registration statement has been declared effective), the Depositary may dispose of all or a portion of such Eligible Securities in such amounts and in such manner, including by public or private sale, as the Depositary deems reasonable and the Depositary shall (1) cause the proceeds of such sale, if any, to be converted into Dollars upon the terms described in the Deposit Agreement, and (ii) distribute the net proceeds of such conversion (after deduction of such (a) taxes and (b) fees and charges of, and expenses incurred by, the Depositary) to Holders as of the ADS Record Date upon the terms described in the Deposit Agreement. The Depositary shall hold and/or distribute any unsold balance of such property in accordance with the provisions of this Deposit Agreement.

Upon timely receipt of a notice stating that the Company intends to distribute a dividend payable at the election of holders of Eligible Securities in cash or in additional Eligible Securities and wishes that such elective distribution be made available to Holders of ADSs, the Depositary shall consult with the Company to determine, and the Company has agreed to assist the Depositary in its determination, whether it is lawful and reasonably practicable to make such elective distribution available to the Holders of ADSs. The Depositary shall make such elective distribution available to Holders only if (i) the Depositary shall have determined that such distribution is reasonably practicable and (ii) the Depositary shall have received satisfactory documentation within the terms of the Deposit Agreement. If the above conditions are not satisfied, the Depositary shall, to the extent permitted by law, distribute to the Holders, on the basis of the same determination as is made in the local market in respect of the Eligible Securities for which no election is made, either (X) cash upon the terms described in the Deposit Agreement or (Y) additional ADSs representing, such additional Eligible Securities upon the terms described in the Deposit Agreement. If the above conditions are satisfied, the Depositary shall establish an ADS Record Date (on the terms described in Paragraph (17) hereof) and establish procedures to enable Holders to elect the receipt of the proposed dividend in cash or in additional ADSs. The Company has agreed to assist the Depositary in establishing such procedures to the extent necessary. If a Holder elects to receive the proposed dividend (X) in cash, the dividend shall be distributed as in the case of a distribution in cash, or (Y) in ADSs, the dividend shall be distributed as in the case of a distribution in Eligible Securities. Nothing herein or in the Deposit Agreement shall obligate the Depositary to make available to the Holders a method to receive the elective dividend in Shares or Eligible Securities (rather than ADSs). There can be no assurance that Holders generally, or any Holder in particular, will be given the opportunity to receive elective distributions on the same terms and conditions as the holders of Shares or Eligible Securities.

Upon timely receipt by the Depositary of a notice indicating that the Company wishes rights to subscribe for additional Eligible Securities to be made available to Holders of ADSs, the Depositary shall consult with the Company to determine, and the Company has agreed to assist the Depositary in its determination, whether it is lawful and reasonably practicable to make such rights available to the Holders. The Depositary shall make such rights available to any Holders only if (i) the Company shall have requested that such rights be made available to Holders, (ii) the Depositary shall have received the documentation required by the Deposit Agreement, and (iii) the Depositary shall have determined that such distribution of rights is practicable. In the event any such conditions are not satisfied, the Depositary shall sell the rights as described below. In the event all conditions set forth above are satisfied, the Depositary shall establish an ADS Record Date (upon the terms described in Paragraph (17) hereof) and establish procedures to distribute such rights (by means of warrants or otherwise) to enable the Holders to exercise the rights (upon payment of the subscription price and of the applicable (a) fees and charges of, and expenses incurred by, the Depositary and (b) taxes). The Company has agreed to assist the Depositary to the extent necessary in establishing such procedures. Nothing herein or in the Deposit Agreement shall obligate the Depositary to make available to the Holders a method to exercise such rights to subscribe for Shares or Eligible Securities (rather than for ADSs). If (i) the Company does not request the Depositary to make the rights available to Holders or the Company requests that the rights not be made available to Holders, (ii) the Depositary fails to receive the documentation required by the Deposit Agreement or determines it is not reasonably practicable to make the

rights available to Holders, or (iii) any rights made available are not exercised and appear to be about to lapse, the Depositary shall determine whether it is lawful and reasonably practicable to sell such rights, in a riskless principal capacity, at such place and upon such terms (including public and private sale) as it may deem practicable. The Company has agreed to assist the Depositary to the extent necessary to determine such legality and practicability. The Depositary shall, upon such sale, (i) cause the proceeds of such sale, if any, to be converted into Dollars upon the terms described in the Deposit Agreement, and (ii) distribute the proceeds of such conversion received by the Depositary (net of applicable (a) fees and charges of, and expenses incurred by, the Depositary and (b) taxes) to the Holders as of the ADS Record Date upon the terms set forth herein and in the Deposit Agreement. If the Depositary is unable to make any rights available to Holders or to arrange for the sale of the rights upon the terms described above, the Depositary shall allow such rights to lapse. The Depositary shall not be responsible for (i) any failure to determine that it may be lawful or practicable to make such rights available to Holders in general or any Holders in particular, (ii) any foreign exchange exposure or loss incurred in connection with such sale, or exercise, or (iii) the content of any materials forwarded to the ADR Holders on behalf of the Company in connection with the rights distribution.

Notwithstanding anything herein or in the Deposit Agreement to the contrary, if registration (under the Securities Act or any other applicable law) of the rights or the securities to which any rights relate may be required in order for the Company to offer such rights or such securities to Holders and to sell the securities represented by such rights, the Depositary will not distribute such rights to the Holders unless and until a registration statement under the Securities Act covering such offering is in effect. In the event that the Company, the Depositary or the Custodian shall be required to withhold and does withhold from any distribution of rights an amount on account of taxes or other governmental charges, the amount distributed to the Holders of Receipts evidencing ADSs representing such Deposited Securities shall be reduced accordingly and all or a portion of such property may be sold (including Eligible Securities and rights to subscribe therefore) in such amounts and in such manner, including by public or private sale, as the Depositary, the Company or the Custodian deems necessary and practicable to pay any such taxes or charges. Because Mexican law presently does not contemplate the issuance of rights in negotiable form and the possibility of such issuance is unlikely, a liquid market for rights may not exist, and this may adversely affect (1) the ability of the Depositary to dispose of such rights or (2) the amount the Depositary would realize upon disposal of rights.

There can be no assurance that Holders generally, or any Holder in particular, will be given the opportunity to exercise rights on the same terms and conditions as the holders of Eligible Securities, or to exercise such rights at all. Nothing herein or in the Deposit Agreement obligates the Company to file any registration statement in respect of any rights, Eligible Securities or other securities to be acquired upon the exercise of such rights.

Upon timely receipt of a notice indicating that the Company wishes property other than cash, Eligible Securities or rights to purchase Eligible Securities, to be made available to Holders of ADSs, the Depositary shall consult with the Company, and the Company has agreed to assist the Depositary, to determine whether such distribution to Holders is lawful and reasonably practicable. The Depositary shall not make such distribution unless (i) the Company shall have requested the Depositary to make such distribution to Holders, (ii) the Depositary shall have received the documentation required by the Deposit Agreement, and (iii) the Depositary shall have determined that such distribution is reasonably practicable. Upon

satisfaction of such conditions, the Depositary shall establish an ADS Record Date (upon the terms described in Paragraph (17) hereof) and distribute the property so received to the Holders of record as of the ADS Record Date in proportion to the number of ADSs held by them respectively and in such manner as the Depositary may deem practicable for accomplishing such distribution (i) upon receipt of payment of, or net of the applicable fees and charges of, and expenses incurred by, the Depositary, and (ii) net of any taxes withheld. The Depositary may dispose of all or a portion of the property so distributed and deposited, in such amounts and in such manner (including public or private sale) as the Depositary may deem practicable or necessary to satisfy any taxes (including applicable interest and penalties) or other governmental charges applicable to the distribution.

If the conditions above are not satisfied, the Depositary shall sell or cause such property to be sold in a public or private sale, at such place or places and upon such terms as it may deem practicable and shall (i) cause the proceeds of such sale, if any, to be converted into Dollars and (ii) distribute the proceeds of such conversion received by the Depositary (net of applicable (a) fees and charges of, and expenses incurred by, the Depositary and (b) taxes) to the Holders upon the terms hereof and of the Deposit Agreement. If the Depositary is unable to sell such property, the Depositary may dispose of such property in any way it deems reasonably practicable under the circumstances.

(16) Redemption. Upon timely receipt of notice from the Company that it intends to exercise its right of redemption in respect of any of the Deposited Securities, and satisfactory documentation from the Company pursuant to the terms of the Deposit Agreement, and only if the Depositary shall have reasonably determined that such proposed redemption is practicable, the Depositary shall mail to each Holder a notice setting forth the Company's intention to exercise the redemption rights and any other particulars set forth in the Company's notice to the Depositary. Upon receipt of confirmation from the Custodian that the redemption has taken place and that funds representing the redemption price have been received, the Depositary shall convert, transfer and distribute the proceeds thereof (net of applicable (a) fees and charges of, and expenses incurred by, the Depositary, and (b) taxes), retire ADSs and cancel ADRs upon delivery of such ADSs by Holders thereof in accordance with the terms of the Deposit Agreement. If less than all outstanding Deposited Securities are redeemed, the ADSs to be retired will be selected by lot or on a pro rata basis, as may be determined by the Depositary. The redemption price per ADS shall be the per-Deposited Security amount received by the Depositary upon the redemption of the Deposited Securities represented by ADSs subject to the terms of the Deposit Agreement and the applicable fees and charges of, and expenses incurred by, the Depositary, and taxes) multiplied by the number of Deposited Securities represented by each ADS redeemed.

(17) Fixing of ADS Record Date. Whenever the Depositary shall receive notice of the fixing of a record date by the Company for the determination of holders of Deposited Securities entitled to receive any distribution (whether in cash, Eligible Securities, rights or other distribution), or whenever for any reason the Depositary causes a change in the number of Deposited Securities that are represented by each ADS, or whenever the Depositary shall receive notice of any meeting of, or solicitation of consent of, holders of Deposited Securities, or whenever the Depositary shall find it necessary or convenient in connection with the giving of any notice, solicitation of any consent, or any other matter, the Depositary shall, after consultation

with the Company, fix a record date (the "ADS Record Date") for the determination of the Holders of Receipts who shall be entitled to receive such dividend or distribution, to give instructions for the exercise of voting rights at any such meeting, or to give or withhold such consent, or to receive such notice or solicitation or to otherwise take action, or to exercise the rights of Holders with respect to such changed number of Deposited Securities represented by each ADS. Subject to applicable law and the terms and conditions of this Receipt and the Deposit Agreement, only the Holders of Receipts at the close of business in New York on such ADS Record Date shall be entitled to receive such distributions, to give such voting instructions, to receive such notice or solicitation, or otherwise take action.

(18) Voting of Deposited Securities.

(a) Description of Voting Rights of Deposited Securities. Holders of ADSs generally have the right to instruct the Depositary to exercise the voting rights attributable to the Deposited Securities represented by such Holders' ADSs. All holders of CPOs, including CPOs represented by ADSs, have the right to vote at meetings of CPO holders. However, the Estatutos and the agreement establishing the terms of the Trust pursuant to which CPOs are issued prohibit non-Mexican persons from directly holding or voting A Shares. The nationality of a holder of CPOs is established by reference to the information contained in the registry book for CPOs maintained by the Trustee. Holders of ADSs are deemed to be non-Mexican nationals, and accordingly, Holders of ADSs do not have any right to instruct the Depositary to cause the Trustee to vote the A Shares held in the Trust. Under the terms of the Trust, A Shares underlying CPOs (including CPOs represented by ADSs) held by non-Mexican nationals will be voted at each shareholders' meeting by the Trustee according to the votes cast by the majority of all A Shares held by Mexican nationals and B Shares voted at the meeting. Under the terms of the Deposit Agreement, Holders may have the right to instruct the Depositary to cause the Trustee to exercise the voting rights attributable to the B Shares at any time held in the Trust. At each meeting of shareholders, the B Shares underlying CPOs (including CPOs represented by ADSs) will be voted by the Trustee in accordance with instructions timely received from the holders thereof. In accordance with the terms of the CPO Trust, the CPO Trustee will vote the B Shares held in the CPO Trust for which no voting instructions have been received in cooperation with, and under the direction of, a technical committee appointed pursuant to the terms of the CPO Trust.

(b) Voting Rights of ADS Holders Prior to Conversion. Holders of ADSs will not have the right to instruct the Depositary as to the exercise of voting rights in respect of A Shares held in the CPO Trust but will, subject to the terms hereof, have the right to instruct the Depositary to exercise (i) *in the case of voting by holders of B Shares*, the voting rights of the B Shares underlying the CPOs, or (ii) *in the case of a meeting of holders of CPOs*, the voting rights of such CPOs, in each case represented by such Holder's ADSs. As soon as practicable after receipt from the Company or the CPO Trustee of a notice of any meeting at which the holders of A Shares, B Shares, CPOs or other Deposited Securities are entitled to vote, or of a solicitation of consents or proxies from holders of A Shares, B Shares, CPOs or other Deposited Securities, the Depositary shall fix the ADS Record Date (upon the terms set forth in Paragraph (17) hereof) in respect of such meeting or solicitation of consent or proxy. The Depositary shall, at the Company's expense and provided no U.S. legal prohibitions exist, mail to the Holders as of the ADS Record Date a copy of such notice of meeting or solicitation of consent or proxy together with any materials provided to

the Depositary by the Company for such purpose. If (i) such notice and information is provided to the Depositary on a timely basis, which shall be at least 20 days prior to the date established by the Company for such meeting, (ii) the Company or the CPO Trustee informs the Depositary that Holders of ADSs shall have the right to vote on any of the designated matters under Mexican law (i. e., a meeting of holders of CPOs or a meeting of holders of B Shares) and (iii) such mailing is not prohibited by U.S. law, the Depositary shall include in such mailing to Holders (a) a notice from the Depositary to the Holders stating, inter " that the Holders at the close of business on the ADS Record Date will be entitled, subject to any applicable law, the Estatutos of the Company, the provisions of or governing the Deposited Securities (which provisions, if any, shall be summarized and provided in English by the Company) and the provisions of the Deposit Agreement, to instruct the Depositary as to the exercise of the voting rights, if any, pertaining to the Deposited Securities, and (b) a brief statement as to the manner in which such instructions may be given (including an indication that, subject to the terms of the Deposit Agreement and applicable law, instructions may be deemed to be given to the Depositary to give a discretionary proxy to a person designated by the Company if no voting instructions are received by the Depositary from such Holder prior to the deadline set by the Depositary for such purposes). Voting instructions may be given only in respect of a number of ADSs representing an integral number of B Shares or CPOs, as the case may be. The Company shall use its best efforts to provide the Depositary with the notice of meeting and the materials to be distributed to Holders at least 20 days prior to the date of the meeting. The Depositary shall coordinate the mailing of materials to Holders with the Company to coincide as closely as is reasonably practicable with the publication of the notice of shareholders' meeting in Mexico.

Upon the timely receipt of voting instructions from Holders of ADSs as of the ADS Record Date, the Depositary shall endeavor, insofar as practicable and permitted under applicable law and the provisions of the Estatutos of the Company and the provisions of or governing the Deposited Securities, (i) *in the case of a meeting of holders of CPOs*, to vote or cause the Custodian to vote the CPOs represented by the ADSs in accordance with such instructions, and (ii) *in the case of a meeting at which holders of B Shares are entitled to vote*, to cause the Custodian to transmit to the CPO Trustee the voting instructions received from such ADS Holders.

Under the terms of the CPO Trust, the CPO Trustee, upon receipt of voting instructions from a CPO holder, (i) will determine whether such CPO holder is a Mexican national, (ii) if the CPO holder is a Mexican National, will vote the A Shares represented by such CPOs in accordance with the instructions of such CPO holder, and (iii) if such holder is not a Mexican National (all CPOs held in respect of ADSs will be deemed to be held by non-Mexican nationals), will (a) disregard such voting instructions in respect of the A Shares held in the CPO Trust and vote such A Shares according to the votes cast by the majority of all A Shares held by Mexican nationals and B Shares voted at the meeting, and (b) vote or cause to be voted the B Shares held in the CPO Trust in accordance with the voting instructions. If no voting instructions are received from holders of CPOs, the CPO Trustee will, under the terms of the CPO Trust, vote the Shares represented by such CPOs as follows: (a) in the case of A Shares represented by CPOs owned by non-Mexican nationals, in accordance with the majority of A Shares held by



Mexican nationals and B Shares voted at the meeting; (b) in the case of A Shares represented by CPOs owned by Mexican nationals, in its discretion, in cooperation with the technical committee for the CPO Trust; and (c) in the case of B Shares represented by CPOs, in its discretion, in cooperation with the technical committee for the CPO Trust.

The Depositary agrees not to, and shall take reasonable steps to ensure that the Custodian and each of its nominees, if any, do not, vote the B Shares underlying the CPOs represented by a Holder's ADSs other than in accordance with actual or deemed instructions from such Holder. The Depositary may not itself exercise any voting discretion over any B Shares underlying the CPOs represented by ADSs. If the Depositary does not receive voting instructions from a Holder on or before the date established by the Depositary for such purpose, such Holder shall be deemed, and the Depositary and the Company shall deem such holder, to have instructed the Depositary to give a discretionary proxy to a person designated by the Company to vote the B Shares underlying the CPOs represented by such Holder's ADSs; provided that the Depositary shall not have any obligation to give such discretionary proxy if (i) the Company does not provide the Depositary with the requisite materials pertaining to the meeting on a timely basis (which shall be at least 20 days prior to the date established by the Company for such meeting), (ii) the Company requests that such discretionary proxy not be given (which request must be in writing), or (iii) the Company shall not have delivered to the Depositary the local counsel opinion and the representation and indemnity letter described in the next paragraph.

Prior to requesting the delivery of a discretionary proxy upon the terms set forth herein, the Company shall deliver to the Depositary (a) an opinion of the Company's Mexican counsel (of recognized standing in Mexico and reasonably satisfactory to the Depositary, which counsel may be internal counsel to the Company) stating, inter alia, that the Depositary's actions pursuant to Section 4.10 of the Deposit Agreement do not violate any Mexican laws or regulations or the Company's Estatutos and will not expose the Depositary to liability under Mexican law and (b) a representation and indemnity letter from the Company (executed by an authorized officer of the Company) (i) designating the person to whom any discretionary proxy should be given and (ii) confirming that the provisions of Section 5.8 of the Deposit Agreement apply to any liabilities or expenses (including reasonable fees and disbursements of counsel) of the Depositary and the Custodian and their respective officers, directors and employees which may arise out of, or in connection with, the Depositary or the Custodian voting pursuant to deemed instructions specified in Section 4.10 of the Deposit Agreement.

If, at the time of a vote, for any reason the standing instructions deemed given herein would not be valid and binding on the Holders, the Company has failed to provide the meeting materials to the Depositary on a timely basis or the Depositary is unable to obtain from the Company either the legal opinion or the representation and indemnity letter referenced above, the Depositary shall not provide the Company with such discretionary proxy.

(c) Voting Rights of ADS Holders After Conversion. Holders of ADSs will not have the right to instruct the Depositary as to the exercise of voting rights in respect of any A Shares held in the Successor Trust but will, subject to the terms hereof, have the right to instruct the Depositary to exercise (i) *in the case of voting by holders of B Shares*, the voting rights in the B Shares underlying the Successor Trust CPOs, or (ii) *in the case of a meeting of holders of Successor Trust CPOs*, the voting rights of such Successor Trust CPOs, in each case represented by such Holder's ADSs. A Shares represented by Successor Trust CPOs held by non-Mexican

investors will be voted in accordance with the terms of the Successor Trust which are expected to be substantially identical to the terms of the CPO Trust (which are described in Paragraphs (18)(a) and (18)(b) above). As soon as practicable after receipt from the Company or the Successor Trustee of a notice of any meeting at which the holders of A Shares, B Shares, Successor Trust CPOs or other Deposited Securities are entitled to vote, or of solicitation of consents or proxies from holders of A Shares, B Shares, Successor Trust CPOs or other Deposited Securities, the Depositary shall fix the ADS Record Date (upon the terms set forth in Paragraph (17) hereof) in respect of such meeting or solicitation of consent or proxy. The Depositary shall, at the Company's expense and provided no U.S. legal prohibitions exist, mail to the Holders as of the ADS Record Date a copy of such notice of meeting or solicitation of consent or proxy together with any materials provided to the Depositary by the Company for such purpose. If (i) such notice and information is provided to the Depositary on a timely basis, which shall be at least 20 days prior to the date established by the Company for such meeting, (ii) the Company or the Successor Trustee informs the Depositary that the holders of ADSs shall have the right to vote on any of the designated matters under Mexican law (i.e., a meeting of holders of Successor Trust CPOs or a meeting of holders of B Shares), and (iii) such mailing is not prohibited by U.S. law, the Depositary shall include in such mailing to Holders (a) a notice from the Depositary to the Holders stating, *inter alia*, "that the Holders at the close of business on the ADS Record Date will be entitled, subject to any applicable law, the Estatutos of the Company, the provisions of or governing the Deposited Securities (which provisions, if any, shall be summarized and provided in English by the Company) and the provisions of the Deposit Agreement, to instruct the Depositary as to the exercise of the voting rights, if any, pertaining to the Deposited Securities, and (b) a brief statement as to the manner in which such instructions may be given (including an indication that, subject to the terms of this Deposit Agreement and applicable law, instructions may be deemed to be given to the Depositary to give a discretionary proxy to a person designated by the Company if no voting instructions are received by the Depositary from such Holder prior to the deadline set by the Depositary for such purposes). Voting instructions may be given only in respect of a number of ADSs representing an integral number of B Shares or Successor Trust CPOs, as the case may be. The Company shall use its best efforts to provide the Depositary with the notice of meeting and the materials to be distributed to Holders at least 20 days prior to the date of the meeting. The Depositary shall coordinate the mailing of materials to Holders with the Company to coincide as closely as is reasonably practicable with the publication of the notice of shareholders' meeting in Mexico.

Upon the timely receipt of voting instructions from Holders of ADSs as of the ADS Record Date, the Depositary shall endeavor, insofar as practicable and permitted under applicable law and the provisions of the Estatutos of the Company and the provisions of or governing the Deposited Securities, (i) *in the case of a meeting of Holders of Successor Trust CPOs*, to vote or cause the Custodian to vote the CPOs represented by the ADSs in accordance with such instructions, and (ii) *in the case of a meeting at which holders of B Shares are entitled to vote*, to cause the Custodian to transmit to the Successor Trustee the voting instructions received from such ADS Holders.

To the extent the terms of the Successor Trust are substantially identical to the terms of the CPO Trust, the Successor Trustee, upon receipt of voting instructions from a Successor Trust CPO holder, (i) would determine whether such Successor Trust CPO holder is a Mexican national,

(ii) if the Successor Trust CPO holder is a Mexican National, would vote the A Shares represented by such Successor Trust CPOs in accordance with the instructions of such Successor Trust CPO holder, and (iii) if such holder is not a Mexican National (all Successor Trust CPOs held in respect of ADSs will be deemed to be held by non-Mexican nationals) would (a) disregard such voting instructions in respect of the A Shares held in the Successor Trust and vote such A Shares according to the votes cast by the majority of all A Shares held by Mexican nationals and B Shares voted at the meeting, and (b) vote or cause to be voted the B Shares held in the Successor Trust in accordance with the voting instructions. If no voting instructions are received from holders of Successor Trust CPOs, the Successor Trustee would, to the extent the terms of the Successor Trust are identical to the terms of the CPO Trust, vote the Shares represented by such Successor Trust CPOs as follows: (a) in the case of A Shares represented by Successor Trust CPOs owned by non-Mexican nationals, in accordance with the majority of A Shares held by Mexican nationals and B Shares voted at the meeting; (b) in the case of A Shares represented by Successor Trust CPOs owned by Mexican nationals, in its discretion, in cooperation with the technical committee for the Successor Trust; and (c) in the case of B Shares represented by Successor Trust CPOs, in its discretion, in cooperation with the technical committee for the Successor Trust.

The Depositary agrees not to, and shall take reasonable steps to ensure that the Custodian and each of its nominees, if any, do not, vote the B Shares underlying the Successor Trust CPOs represented by a Holder's ADSs other than in accordance with the actual or deemed instructions received from such Holder. The Depositary may not itself exercise any voting discretion over any B Shares underlying the Successor Trust CPOs represented by ADSs. If the Depositary does not receive voting instructions from a Holder on or before the date established by the Depositary for such purpose, such Holder shall be deemed, and the Depositary and the Company shall deem such holder, to have instructed the Depositary to give a discretionary proxy to a person designated by the Company to vote the B Shares underlying the Successor Trust CPOs represented by such Holder's ADSs; provided that the Depositary shall not have any obligation to give such discretionary proxy if (i) the Company does not provide the Depositary with the requisite materials pertaining to the meeting on a timely basis (which should be at least 20 days prior to the date established by the Company for such meeting), (ii) the Company requests that such discretionary proxy not be given (which request must be in writing), or (iii) the Company shall not have delivered to the Depositary the local counsel opinion and the representation and indemnity letter described in the next paragraph.

Prior to requesting the delivery of a discretionary proxy upon the terms set forth above and in the Deposit Agreement, the Company shall deliver to the Depositary (a) an opinion of the Company's Mexican counsel (of recognized standing in Mexico and reasonably satisfactory to the Depositary, which counsel may be internal counsel to the Company) stating, *inter alia*, that the Depositary's actions pursuant to Section 4.10 of the Deposit Agreement do not violate any Mexican laws or regulations or the Company's Estatutos and will not expose the Depositary to liability under Mexican law and (b) a representation and indemnity letter from the Company (executed by an authorized officer of the Company) (i) designating the person to whom any discretionary proxy shall be given and (ii) confirming that the provisions of Section 5.8 of the Deposit Agreement apply to any liabilities or expenses (including reasonable fees and disbursements of counsel) of the

Depository and the Custodian and their respective officer, directors and employees which may arise out of, or in connection with, the Depository or the Custodian voting pursuant to deemed instructions specified in Section 4.10 of the Deposit Agreement.

If at the time of a vote, for any reason the standing instructions deemed given herein would not be valid and binding on the Holders, the Company has failed to provide the meeting materials to the Depository on a timely basis or the Depository is unable to obtain either the legal opinion or the representation and indemnity letter referenced above, the Depository shall not provide the Company with such discretionary proxy.

Neither the Depository nor the Custodian shall, under any circumstances, exercise or be deemed to exercise any discretion as to voting and neither the Depository nor the Custodian shall vote, or in any way make use of (except for purposes of establishing a quorum as set forth in the next paragraph) the Deposited Securities represented by ADSs except pursuant to and in accordance with voting instructions (including deemed voting instructions) from Holders. There can be no assurance that Holders generally or any Holder in particular will receive from the Depository the notice described above with sufficient time to enable the Holder(s) to return voting instructions to the Depository in a timely manner.

Notwithstanding anything else contained in this Receipt or in the Deposit Agreement, the Depository, the Trustee or the Custodian may represent all Deposited Securities (whether or not voting instructions have been received in respect of such Deposited Securities from Holders as of the ADS Record Date) at a meeting of holders of Deposited Securities when attending such meetings and as such contribute to the establishment of a quorum at such meetings.

(19) Changes Affecting Deposited Securities. Upon any change in nominal or par value, split-up, cancellation, consolidation or any other reclassification of Deposited Securities, or upon any recapitalization, reorganization, merger or consolidation or sale of assets affecting the Company or to which it is a party, any securities which shall be received by the Depository or a Custodian in exchange for, or in conversion of or replacement or otherwise in respect of, such Deposited Securities shall, to the extent permitted by law, be treated as new Deposited Securities under the Deposit Agreement, and the Receipts shall, subject to the provisions of the Deposit Agreement and applicable law, evidence ADSs representing the right to receive such additional securities. The Depository may, with the Company's approval, and shall, if the Company shall so request, subject to the terms of the Deposit Agreement and upon receipt of satisfactory documentation contemplated by the Deposit Agreement, execute and deliver additional Receipts as in the case of a stock dividend of Eligible Securities, or call for the surrender of outstanding Receipts to be exchanged for new Receipts, in either case, as well as in the event of newly deposited Eligible Securities with necessary modifications to the form of Receipt contained in Exhibit A to the Deposit Agreement, specifically describing such new Deposited Securities or corporate change. Notwithstanding the foregoing, in the event that any security so received may not be lawfully distributed to some or all Holders, the Depository shall use its best efforts to sell such securities at public or private sale, at such place or places and upon such terms as it may deem proper. The Depository shall, upon such sale, cause the proceeds of such sale, if any, to be converted into Dollars upon the terms of the Deposit Agreement and allocate the net proceeds of such conversion (net of (a) fees and charges of, and expenses incurred by, the Depository and (b) taxes) for the account of the Holders otherwise entitled to such securities upon an averaged or

other practicable basis without regard for any distinctions among the Holders and distribute the net proceeds so allocated to the extent practicable as in the case of a distribution received in cash pursuant to the Deposit Agreement. The Depositary shall not be responsible for (i) any failure to determine that it may be lawful or feasible to make such securities available to Holders in general or any Holder in particular, (ii) any foreign exchange exposure or loss incurred in connection with such sale, or (iii) any liability to the purchaser of such securities.

(20) Exoneration. Neither the Depositary, the Company nor any of their respective agents shall be obligated to do or perform any act which is inconsistent with the provisions of the Deposit Agreement, or incur any liability (i) if the Depositary or the Company shall be prevented or forbidden from, or delayed in, doing or performing any act or thing required by the terms of the Deposit Agreement, or by reason of any provision of any present or future law or regulation of the United States, Mexico or any other country, or of any other governmental authority or regulatory authority or stock exchange, or on account of the possible criminal or civil penalties or restraint, or by reason of any provision, present or future of the Estatutos of the Company or any provision of or governing any Deposited Securities, or by reason of any act of God or war or other circumstances beyond its control (including, without limitation, nationalization, expropriation, currency restrictions, work stoppage, strikes, civil unrest, revolutions, rebellions, explosions and computer failure), (ii) by reason of any exercise of, or failure to exercise, any discretion provided for in the Deposit Agreement or in the Estatutos of the Company or provisions of or governing Deposited Securities, (iii) for any action or inaction in reliance upon the advice of or information from legal counsel, accountants, any person presenting Shares for deposit, any Holder, any Beneficial Owner or authorized representative thereof, or any other person believed by it in good faith to be competent to give such advice or information, (iv) for the inability of a Holder or Beneficial Owner to benefit from any distribution, offering, right or other benefit which is made available to holders of Deposited Securities but is not, under the terms of the Deposit Agreement, made available to Holders of ADSs or (v) for any consequential or punitive damages. The Depositary, its controlling persons, its agents, any Custodian and the Company, its controlling persons and its agents may rely and shall be protected in acting upon any written notice, request or other document believed by it to be genuine and to have been signed or presented by the proper party or parties. No disclaimer of liability under the Securities Act is intended by any provision of the Deposit Agreement or this Receipt.

(21) Standard of Care. The Company and its agents assume no obligation and shall not be subject to any liability under the Deposit Agreement or the Receipts to Holders or Beneficial Owners or other persons, except that the Company and its agents agree to perform their obligations specifically set forth in the Deposit Agreement without gross negligence or bad faith. The Depositary and its agents assume no obligation and shall not be subject to any liability under the Deposit Agreement or the Receipts to Holders or Beneficial Owners or other persons, except that the Depositary and its agents agree to perform their obligations specifically set forth in the Deposit Agreement without gross negligence or bad faith. Without limitation of the foregoing, neither the Depositary, nor the Company, nor any of their respective controlling persons or agents, shall be under any obligation to appear in, prosecute or defend any action, suit or other proceeding in respect of any Deposited Securities or in respect of the Receipts, which in its opinion may involve it in expense or liability, unless indemnity satisfactory to it against all expense (including fees and disbursements of counsel) and liability be furnished as often as may be

required (and no Custodian shall be under any obligation whatsoever with respect to such proceedings, the responsibility of the Custodian being solely to the Depository). The Depository and its agents shall not be liable for any failure to carry out any instructions to vote any of the Deposited Securities, or for the manner in which any vote is cast or the effect of any vote, provided that any such action or omission is in good faith and in accordance with the terms of the Deposit Agreement. The Depository shall not incur any liability for any failure to determine that any distribution or action may be lawful or reasonably practicable, for the content of any information submitted to it by the Company for distribution to the Holders or for any inaccuracy of any translation thereof, for any investment risk associated with acquiring an interest in the Deposited Securities, for the validity or worth of the Deposited Securities or for any tax consequences that may result from the ownership of ADSs, Eligible Securities or Deposited Securities, for allowing any rights to lapse upon the terms of the Deposit Agreement or for the failure or timeliness of any notice from the Company.

(22) Resignation and Removal of the Depository; Appointment of Successor Depository. The Depository may at any time resign as Depository under the Deposit Agreement by written notice of resignation delivered to the Company, such resignation to be effective on the earlier of (i) 180 days after delivery thereof to the Company (whereupon the Depository shall be entitled to take the actions contemplated in Paragraph (24) hereof), or (ii) upon the appointment by the Company of a successor depository and its acceptance of such appointment as provided in the Deposit Agreement. The Depository may at any time be removed by the Company by written notice of such removal, which removal shall be effective on the earlier of (i) 180 days after the delivery thereof to the Depository (whereupon the Depository shall be entitled to take the actions contemplated in Paragraph (24) hereof), or (ii) upon the appointment by the Company of a successor depository and its acceptance of such appointment as provided in the Deposit Agreement. In case at any time the Depository acting hereunder shall resign or be removed, the Company shall use its best efforts to appoint a successor depository, which shall be a bank or trust company having an office in the Borough of Manhattan, the City of New York. Every successor depository shall be required by the Company to execute and deliver to its predecessor and to the Company an instrument in writing accepting its appointment hereunder, and thereupon such successor depository, without any further act or deed (except as required by applicable law), shall become fully vested with all the rights, powers, duties and obligations of its predecessor. The predecessor depository, upon payment of all sums due it and on the written request of the Company, shall (i) execute and deliver an instrument transferring to such successor all rights and powers of such predecessor hereunder (other than as contemplated in the Deposit Agreement), (ii) duly assign, transfer and deliver all right, title and interest to the Deposited Securities to such successor, and (iii) deliver to such successor a list of the Holders of all outstanding Receipts and such other information relating to Receipts and Holders thereof as the successor may reasonably request. Any such successor depository shall promptly mail notice of its appointment to such Holders. Any corporation into or with which the Depository may be merged or consolidated, or to which the Depository shall transfer all its receipts business, shall be the successor of the Depository without the execution or filing of any document or any further act,

(23) Amendment/Supplement. This Receipt and any provisions of the Deposit Agreement (including the form of Receipt attached thereto) may at any time and from time to time be amended or supplemented by written agreement between the Company and the

Depository in any respect which they may deem necessary or desirable without the prior written consent of the Holders or Beneficial Owners. Any amendment or supplement which shall impose or increase any fees or charges (other than the charges of the Depository in connection with foreign exchange control regulations, and taxes and other governmental charges, delivery and other such expenses), or which shall otherwise materially prejudice any substantial existing right of Holders or Beneficial Owners, shall not, however, become effective as to outstanding Receipts until the expiration of thirty (30) days after notice of such amendment or supplement shall have been given to the Holders of outstanding Receipts. The parties hereto agree that the rights of Holders and Beneficial Owners shall not be deemed materially prejudiced by any amendments or supplements which (i) are reasonably necessary (as agreed by the Company and the Depository) in order for (a) the ADSs to be registered on Form F-6 under the Securities Act or (b) the ADSs, Eligible Securities or Deposited Securities to be settled in electronic book-entry form and (ii) do not in either such case impose or increase any fees or charges to be borne by Holders. Every Holder and Beneficial Owner at the time any amendment or supplement so becomes effective shall be deemed, by continuing to hold such ADS, to consent and agree to such amendment or supplement and to be bound by the Deposit Agreement as amended or supplemented thereby. In no event shall any amendment or supplement impair the right of the Holder to surrender such Receipt and receive therefore the Deposited Securities represented thereby, except in order to comply with mandatory provisions of applicable law. Notwithstanding the foregoing, if any governmental body should adopt new laws, rules or regulations which would require amendment or supplement of the Deposit Agreement to ensure compliance therewith, the Company and the Depository may amend or supplement the Deposit Agreement and this Receipt at any time in accordance with such changed laws, rules or regulations. Such amendment or supplement to the Deposit Agreement in such circumstances may become effective before a notice of such amendment or supplement is given to Holders or within any other period of time as required for compliance with such laws, or rules or regulations.

(24) Termination. The Depository shall, at any time at the written direction of the Company, terminate the Deposit Agreement by mailing notice of such termination to the Holders of all Receipts then outstanding at least 30 days prior to the date fixed in such notice for such termination. If 180 days shall have expired after the Depository shall have delivered to the Company a written notice of its election to resign, or if 180 days shall have expired after the Company shall have delivered to the Depository a written notice of the removal of the Depository, and in either case a successor depository shall not have been appointed and accepted its appointment as provided herein and in the Deposit Agreement, the Depository may terminate the Deposit Agreement by mailing notice of such termination to the Holders of all Receipts then outstanding at least 30 days prior to the date fixed for such termination. On and after the date of termination of the Deposit Agreement, the Holder will, upon surrender of such Holders' Receipt at the Principal Office of the Depository, upon the payment of the charges of the Depository for the surrender of Receipts and subject to the conditions and restrictions therein set forth, and upon payment of any applicable taxes or governmental charges, be entitled to delivery, to him or upon his order, of the amount of Deposited Securities represented by such Receipt. If any Receipts shall remain outstanding after the date of termination of the Deposit Agreement, the Registrar thereafter shall discontinue the registration of transfers of Receipts, and the Depository shall suspend the distribution of dividends to the Holders thereof, and shall not give any further notices

or perform any further acts under the Deposit Agreement, except that the Depositary shall continue to collect dividends and other distributions pertaining to Deposited Securities, shall sell rights as provided in the Deposit Agreement, and shall continue to deliver Deposited Securities, subject to the conditions and restrictions set forth in the Deposit Agreement, together with any dividends or other distributions received with respect thereto and the net proceeds of the sale of any rights or other property, in exchange for Receipts surrendered to the Depositary (after deducting, or charging, as the case may be, in each case, the charges of the Depositary for the surrender of a Receipt, any expenses for the account of the Holder in accordance with the terms and conditions of the Deposit Agreement and any applicable taxes or governmental charges or assessments). At any time after the expiration of three (3) months from the date of termination of the Deposit Agreement, the Depositary may sell the Deposited Securities then held hereunder and may thereafter hold uninvested the net proceeds of any such sale, together with any other cash then held by it hereunder, in an unsegregated account, without liability for interest for the pro rata benefit of the Holders whose Receipts have not theretofore been surrendered. After making such sale, the Depositary shall be discharged from all obligations under the Deposit Agreement with respect to the Receipts and the Deposited Securities and ADSs, except to account for such net proceeds and other cash (after deducting, or charging, as the case may be, in each case the charges of the Depositary for the surrender of a Receipt, any expenses for the account of the Holder in accordance with the terms and conditions of the Deposit Agreement and any applicable taxes or governmental charges or assessments). Upon the termination of the Deposit Agreement, the Company shall be discharged from all obligations under the Deposit Agreement except as set forth in the Deposit Agreement.

Notwithstanding anything to the contrary in this Receipt or the Deposit Agreement, the Deposit Agreement, unless otherwise extended by the Company and the Depositary, shall automatically terminate on the date of the termination of the Successor Trust. At the time of such termination, the Successor Trustee will sell the Shares held in the Successor Trust and will distribute the net proceeds of the sale of the Shares underlying the Successor Trust CPOs which are represented by the ADSs issued under the Deposit Agreement to the Custodian on a pro rata basis in accordance with the number of Successor Trust CPOs held by the Custodian. The Depositary shall sell and thereafter hold the net proceeds of any such sales, together with any other cash then held by it hereunder, in an unsegregated account, without liability for interest for the pro rata benefit of the Holders whose Receipts have not theretofore been surrendered and shall be discharged from all obligations under the Deposit Agreement with respect to the Receipts and the Deposited Securities, except to account for such net proceeds and other cash (after deducting, or charging, as the case may be, in each case, the charges of the Depositary for the surrender of a Receipt, any expenses for the account of the Holder in accordance with the terms and conditions of this Deposit Agreement and any applicable taxes or governmental charges or assessments). Upon the termination of the Deposit Agreement, the Company shall be discharged from all obligations under the Deposit Agreement except as specifically contemplated therein.

(25) Compliance with U.S. Securities Laws. Notwithstanding any provisions in this Receipt or the Deposit Agreement to the contrary, the withdrawal or delivery of Deposited Securities will not be suspended by the Company or the Depositary except as would be permitted by Section I.A.(1) of the General Instructions to the Form F-6 Registration Statement, as amended from time to time, under the Securities Act of 1933.



(26) Certain Rights of the Depositary; Limitation. Subject to the further terms and provisions of the Deposit Agreement, the Depositary, its Affiliates and their respective agents, on their own behalf, may own and deal in any class of securities of the Company and its Affiliates, in Eligible Securities and in ADSs. In its capacity as Depositary, the Depositary shall not lend Deposited Securities or ADSs; provided, however, that the Depositary may (i) issue ADSs prior to the receipt of Eligible Securities and (ii) deliver Deposited Securities prior to the receipt and cancellation of ADSs, including ADSs which were issued under (i) above but for which Eligible Securities may not have been received (each such transaction a "Pre-Release Transaction"). The Depositary may receive ADSs in lieu of Eligible Securities under (i) above and receive Eligible Securities in lieu of ADSs under (ii) above. Each such Pre-Release Transaction will be (a) subject to a written agreement whereby the person or entity (the "Applicant") to whom ADSs or Deposited Securities are to be delivered (aa) represents that at the time of the Pre-Release Transaction the Applicant or its customer owns the Eligible Securities or ADSs that are to be delivered by the Applicant under such Pre-Release Transaction, (bb) agrees to indicate the Depositary as owner of such Eligible Securities or ADSs in its records and to hold such Eligible Securities or ADSs in trust for the Depositary until such Eligible Securities or ADSs are delivered to the Depositary or the Custodian, (cc) unconditionally guarantees to deliver to the Depositary or the Custodian, as applicable, such Eligible Securities or ADSs, (dd) assigns all beneficial rights, title and interest in such Eligible Securities or ADSs to the Depositary, and (ee) agrees to any additional restrictions or requirements that the Depositary deems appropriate, (b) at all times fully collateralized with cash, United States government securities or such other collateral as the Depositary deems appropriate, (c) terminable by the Depositary on not more than five (5) business days notice and (d) subject to such further indemnities and credit regulations as the Depositary deems appropriate. The Depositary will normally limit the number of ADSs and Deposited Securities involved in such Pre-Release Transactions at any one time to thirty percent (30%) of the ADSs outstanding (without giving effect to ADSs outstanding under (i) above), provided, however, that the Depositary reserves the right to change or disregard such limit from time to time as it deems appropriate. The Depositary may also set limits with respect to the number of ADSs and Deposited Securities involved in Pre-Release Transactions with any one person on a case by case basis as it deems appropriate.

The Depositary may retain for its own account any compensation received by it in conjunction with the foregoing. Collateral provided pursuant to (b) above, but not the earnings thereon, shall be held for the benefit of the Holders (other than the Applicant).

Legend to be affixed to Partial Entitlement American Depositary Receipts:

[The Receipts issued in respect of Partial Entitlement American Depositary Shares shall bear the following legend on the face of the Receipt: "This Receipt evidences ADSs representing "partial entitlement" Deposited Securities and as such do not entitle the holders thereof to the same distributions and entitlements as other Deposited Securities (which are "full entitlement" Deposited Securities) issued and outstanding at such time. The American Depositary Shares represented by this Receipt shall entitle holders to distributions and entitlements identical to other American Depositary Shares when the "partial entitlement" Deposited Securities become "full entitlement" Deposited Securities, as the case may be.]

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(ASSIGNMENT AND TRANSFER SIGNATURE LINES)

FOR VALUE RECEIVED, the undersigned Holder hereby sell(s), assign(s) and transfer(s) unto \_\_\_\_\_ whose taxpayer identification number is \_\_\_\_\_ and whose address including postal zip code is \_\_\_\_\_, the within Receipt and all rights thereunder, hereby irrevocably constituting and appointing \_\_\_\_\_ attorney-in-fact to transfer said Receipt on the books of the Depository with full power of substitution in the premises.

Dated:

Name: \_\_\_\_\_

By:

Title:

NOTICE: The signature of the Holder to this assignment must correspond with the name as written upon the face of the within instrument in every particular, without alteration or enlargement or any change whatsoever.

If the endorsement be executed by an attorney, executor, administrator, trustee or guardian, the person executing the endorsement must give his/her full title in such capacity and proper evidence of authority to act in such capacity, if not on file with the Depository, must be forwarded with this Receipt.

All endorsements or assignments of Receipts must be guaranteed by a member of a Medallion Signature Program approved by the Securities Transfer Association, Inc.

SIGNATURE GUARANTEE

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t was eligible to become a participant in the M&I Retirement Program, a defined contribution plan that is subject to the provisions of ERISA.

On December 17, 2010, the Corporation and Bank of Montreal (“BMO”) announced that they had entered into a definitive merger agreement (the “Agreement”) under which BMO will acquire all outstanding shares of common stock of the Corporation in a stock-for-stock transaction. The transaction, which has been approved by the Corporation’s Board of Directors, the Board of Directors of BMO, and the Corporation’s shareholders, is expected to close prior to July 31, 2011 subject to customary closing conditions, including regulatory approvals.

Per the terms of the Agreement, the Corporation's Board of Directors has adopted a resolution to terminate the Company Retirement Savings Plan or any 401(k) plan, which includes the Plan. Final dissolution of the assets in the Plan requires IRS approval of the termination. Following the merger with BMO, a request will be submitted to the IRS for the approval of the Plan termination. IRS approval of the Plan termination is expected to be received within 18 months following the request. Following the receipt of the IRS approval, all remaining Plan participants will receive a distribution of their account balance based on their distribution election, which will be collected at that time. Distributions can be requested in cash, or as a direct rollover to an IRA or other qualified retirement plan.

The following descriptions of the Plan are provided for general information purposes only. More complete information regarding the Plan’s provisions may be found in the plan document.



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**Contributions** — Prior to the Plan being frozen, participants could elect to contribute 1% to 15% of their pretax annual compensation, as defined in the Plan, subject to certain Internal Revenue Code (“IRC”) limitations. The Company also made discretionary matching contributions equal to a percentage of participants’ elective deferral contributions. Participants could also rollover amounts representing distributions from other qualified defined benefit or defined contribution plans. However, such contributions were not eligible for matching contributions by the Company.

**Participant Accounts** — Individual accounts are maintained for each of the Plan’s participants. Each participant’s account is credited with the participant’s contributions, the participant’s share of Corporation contributions, and allocations of the Plan’s income (loss). Any related expenses based on participant earnings or account balances are deducted from the participant’s account. The benefit to which a participant is entitled is the benefit that can be provided from the participant’s vested account.

**Vesting** — Participants are vested immediately in their contributions, plus actual earnings thereon. For participants not 100% vested as a result of the Company merger, vesting in the Company’s contributions is based on continuous service. A participant vests 20% each year upon completing two years of service. A participant is 100% vested after completing six years of service.

**Forfeitures** — Prior to the Plan being frozen, forfeited nonvested accounts were used to reduce Company contributions. Subsequent to the Plan being frozen, forfeited nonvested accounts were used to pay administrative expenses and then allocated to participants.

**Investment Options** — Participants may direct the investment of their contributions into various investment options offered by the Plan.

In 2007, the Corporation and its wholly-owned subsidiary, Metavante, completed a series of transactions culminating in the creation of two separately traded public companies. On October 1, 2009, Fidelity National Information Services, Inc. (“FIS”) acquired Metavante. Shares of Metavante were converted to shares of FIS and the name of the investment option was changed from the Metavante Stock Fund to the FIS Stock Fund.

In 2010, the Plan Administrator elected to cease offering the FIS Stock Fund as an investment option given the Corporation’s lack of pecuniary interest in FIS. During 2010 and 2009, participants invested in the FIS Stock Fund were able to diversify their investment out of the fund, but not able to direct new contributions into it. Beginning December 15, 2010, any remaining shares in the FIS Stock Fund were sold by the Plan Administrator. Proceeds from the sale of the FIS Stock Fund initiated by the Plan were reinvested as per the participants’ specific instructions, if provided. Participants who did not provide specific instructions for the reinvestment of proceeds resulting from an FIS Stock Fund sale initiated by the Plan had their proceeds reinvested based on their investment election for future contributions in effect at the time.

**Notes Receivable from Participants** — Prior to May 1, 2006, participants were permitted to borrow from their vested accounts with a minimum of \$1,000 up to a maximum of \$50,000 or 50% of their account balance, whichever was less. The loans were secured by the balance in the participant’s account. Principal and interest were paid ratably through payroll deductions. As of May 1, 2006, the Plan no longer offered new loans to participants. Effective July 1, 2010, the Plan re-offered participants the opportunity to take a loan from their retirement account balance in an amount ranging from \$1,000 to \$50,000 (limited to no more than one-half of their vested account balance). The loans are repayable through payroll deductions and were written with original terms of 1 to 25 years. The interest rate was based on prevailing market conditions at the time the loans were made and are fixed over the life of the note.



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Payment of Benefits — Participants in the Plan or their beneficiaries are eligible to receive a benefit upon their termination, normal retirement date, early retirement date, death, financial hardship, or disability, as defined, equal to the amount in their individual vested account. Participants who are 59 1/2 or older may take in-service pre-tax withdrawals for any reason.

2. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Basis of Accounting — The accompanying financial statements have been prepared in accordance with accounting principles generally accepted in the United States of America.

Use of Estimates — The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, liabilities, and changes therein and disclosure of contingent assets and liabilities. Actual results could differ from these estimates.

Risks and Uncertainties — The Plan investments include mutual funds, interests in master trusts, and a common collective fund that holds synthetic and traditional guaranteed investment contracts (GICs). Investment securities, in general, are exposed to various risks, such as interest rate, credit, and overall market volatility. Due to the level of risk associated with certain investment securities, it is reasonably possible that changes in the values of investment securities will occur in the near term and that such changes could have a material effect on the values of the investment instruments reported in the financial statements. Synthetic and traditional GICs, which meet the definition of fully benefit-responsive, are carried at contract value. If an event were to occur such that the realization of the full contract value is no longer probable (for example, a significant decline in credit worthiness of the contract issuer or wrapper provider), these investment contracts would no longer be considered fully benefit responsive and would be carried at fair value.

Investment Valuation — All investments are stated at fair value, except the M&I Stable Principal Fund (the “Stable Principal Fund”) whose investments include synthetic and traditional GICs which meet the definition of “fully benefit-responsive investment contracts”. An investment contract is considered fully benefit-responsive if all of the following criteria are met for that contract, analyzed on an individual basis:

- The investment contract is affected directly between the fund and the issuer and prohibits the fund from assigning or selling the contract or its proceeds to another party without the consent of the issuer.
- Either (1) the repayment of principal and interest credited to participants in the fund is a financial obligation of the issuer of the investment contract or (2) prospective interest crediting rate adjustments are provided to participants in the fund on a designated pool of investments held by the fund or the contract issuer whereby a financially responsible third party, through a contract generally referred to as a wrapper, must provide assurance that the adjustments to the interest crediting rate will not result in a future interest crediting rate that is less than zero.
- The terms of the investment contract require all permitted participant-initiated transactions with the fund to occur at contract value with no conditions, limits, or restrictions.
- An event that limits the ability of the fund to transact at contract value with the issuer and that also limits the ability of the fund to transact at contract value with the participants in the fund must be probable of not occurring.





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- The fund itself must allow participants reasonable access to their funds.

Contract value is considered the relevant measurement attribute for benefit-responsive contracts because that is the amount participants in the fund would pay or receive if they were to initiate contributions or withdrawals. Therefore, the fair value stated in investments is adjusted to contract value on the statement of net assets available for benefits for fully-benefit responsive investment contracts. The GIC crediting interest rates are determined at various intervals under the terms of the investment contracts. There are no limitations on guarantees of the contracts.

Notes Receivable from Participants – In September 2010, the Financial Accounting Standards Board (“FASB”) clarified how loans to participants should be classified and measured by defined contribution benefit plans. Participant loans were previously classified as investments and carried at fair value. The clarification requires that participant loans, which are classified as notes receivable from participants, are to be segregated from plan investments, and measured at their unpaid principal balance plus any accrued and unpaid interest. As required, the Plan retrospectively adopted the new accounting as of December 31, 2009. The adoption of the new accounting impacted the classification of participant loans on the statements of assets available for benefits, but had no impact on assets available for benefits. Notes receivable from participants were \$16,925 with an interest rate of 3.25% as of December 31, 2010. There were no notes receivable from participants outstanding as of December 31, 2009.

Income Recognition — Management fees and operating expenses charged to the Plan for investments in the mutual funds are deducted from income earned on a daily basis and are not separately reflected. Consequently, management fees and operating expenses are reflected as a reduction of investment return for such investments.

Purchases and sales of securities are recorded on a trade-date basis. Interest income is recorded on the accrual basis. Dividends are recorded on the ex-dividend date. The statements of changes in net assets available for benefits reflect income credited to participants and net appreciation or depreciation in fair value of only those investments that are not fully benefit responsive.

Administrative Expenses — Trustee fees were paid by the Corporation. Administrative expenses paid by the Plan for the year ended December 31, 2010 were \$6,255, primarily consisting of audit fees. All administrative expenses of the Plan were paid by the Corporation for the year ended December 31, 2009.

Payment of Benefits — Benefit payments to participants are recorded upon distribution. There were no amounts allocated to participants who elected to withdraw from the Plan but were not yet paid as of December 31, 2010 and 2009.

Reclassifications – Certain amounts previously reported have been reclassified to conform to the current presentation.

Subsequent Events — Management has evaluated the impact of all subsequent events through June 8, 2011, the date the Plan’s financial statements were issued, and determined that all subsequent events have been appropriately recognized and disclosed in the accompanying financial statements.

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3. FAIR VALUE MEASUREMENTS

Fair value is defined as the price at the measurement date that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants in which the reporting entity is engaged.

A three-tier hierarchy is used to measure fair value based on the transparency of the inputs to the valuation of an asset or liability and expands the disclosures about instruments measured at fair value. These inputs are summarized into three broad levels described below:

Level 1 – Inputs to the valuation methodology are quoted prices (unadjusted) for identical assets in active markets.

Level 2 – Inputs to the valuation methodology include quoted prices for similar assets in active markets and inputs that are observable for the asset, either directly or indirectly, for substantially the full term of the financial instrument. Fair values for these instruments are estimated using pricing models, quoted prices of securities with similar characteristics, or discounted cash flows.

Level 3 – Inputs to the valuation methodology are unobservable and significant to the fair value measurement. Fair values are initially valued based upon transaction price and are adjusted to reflect exit values as evidenced by financing and sale transactions with third parties.

Determination of Fair Value — Following is a description of the valuation methodologies used for measuring the fair value of investments.

Interest in Master Trusts — These investment vehicles are unitized funds which are valued using the Net Asset Value (“NAV”) provided by the administrator of the fund. The NAV is based on the fair value of the underlying assets (mutual funds and common stock) owned by the trust, minus its liabilities, and then divided by the number of units outstanding. The fair values of the Interest in Master Trusts are classified within the level 2 of the valuation hierarchy as collective trust funds (see Note 5).

Investments — Mutual Funds are valued using the NAV provided by the administrator of the fund. The NAV is based on the value of the underlying assets owned by the fund, minus its liabilities, and then divided by the number of shares outstanding. The NAV is a quoted price in an active market and classified within level 1 of the valuation hierarchy.

The Stable Principal Fund is primarily invested in traditional and synthetic GICs, a money market fund and prior to March 25, 2010, interests in a securities lending collateral fund.

Traditional GICs are typically issued by insurance companies or banks and are essentially nonmarketable deposits with the issuing entity. The issuer is contractually obligated to repay the principal and stated interest. The repayment of a traditional contract is the sole responsibility of the issuing entity. In the case of a synthetic GIC, the Stable Principal Fund purchases high quality debt obligations and enters into contractual arrangements (wrapper contracts) with third parties related to these debt obligations to provide a guarantee of contract value and specified interest.

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Fair values of the high quality debt instruments underlying the synthetic GICs and the interest in the securities lending collateral fund are measured using various matrix pricing methodologies or compiled modeled prices from various sources. These models are primarily industry-standard processes that apply various assumptions, including time value, yield curve, volatility factors, prepayment speeds, default rates and current and contractual prices for the underlying investments. Substantially all of inputs to the pricing matrix and model assumptions are observable in the marketplace, can be derived from observable data or are supported by observable levels at which transactions are executed in the marketplace. The fair values of the traditional GICs are determined using a discounted cash flow model. The fair value of the wrapper contract is determined to be zero since the wrapper resets monthly at market rates.

During 2008, the Stable Principal Fund entered into two capital support agreements (“CSAs”), one as of September 30, 2008, with the Trustee and one as of November 30, 2008, with the Corporation. The CSAs were subject to renewals at each quarter end. As of March 31, 2009, the CSA with the Trustee was terminated and replaced with a single CSA with the Corporation. The CSAs were provided due to volatility in the fixed income securities markets, which the Trustee believed was primarily liquidity-driven. The CSAs required the contribution of capital to the Stable Principal Fund, up to established limits, if the retention or disposition of certain assets of the Stable Principal Fund caused a loss that would otherwise prevent the Stable Principal Fund from valuing certain assets on a cost rather than a market value basis and maintaining a stable net asset value of \$1.00 per unit. The fair value of the CSAs to the Stable Principal Fund was generally the intrinsic value of the guarantee and represented approximately 40% of the CSA aggregate limit at December 31, 2009.

On March 3, 2010, the trustee of the Stable Principal Fund requested from the Corporation payment of a capital contribution in exchange for terminating the CSA between the Stable Principal Fund and the Corporation. The Corporation agreed to satisfy its capital contribution obligations under the CSA and made payments equal to the difference between the cost and fair value of certain investments to maintain a stable net asset value of \$1.00 per unit. The CSA was terminated in its entirety on March 25, 2010.

The fair value of the Stable Value Fund is classified as level 2 of the fair valuation hierarchy.

The Interest in Master Trusts and Investments are stated at fair value on a recurring basis and are categorized in their entirety in the tables below based upon the lowest level of significant input to the valuations as of December 31, 2010 and 2009.

	2010			Total
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	
Interest in Master Trusts		\$ 523,042		\$ 523,042
Investments:				-
Mutual Funds	\$ 883,354			883,354
Stable Value Fund		121,898		121,898

TOTAL	\$ 883,354	\$ 644,940	\$ -	\$ 1,528,294
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	2009			
	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)	Total
Interest in Master Trusts		\$ 539,451		\$ 539,451
Investments:				
Mutual Funds	\$ 830,346			830,346
Stable Value Fund		144,636		144,636
<b>TOTAL</b>	<b>\$ 830,346</b>	<b>\$ 684,087</b>	<b>\$ -</b>	<b>\$ 1,514,433</b>

## 4. INVESTMENTS

The Plan's investments that represented 5% or more of the Plan's net assets available for benefits as of December 31, 2010 and 2009 are as follows:

	2010	2009
M&I Master Trust — Growth Balanced Fund*	\$ 275,328	\$ 242,966
M&I Master Trust — Moderate Balanced Fund*	106,098	112,403
M&I Master Trust — Aggressive Stock Fund*	-	100,572
Marshall Large-Cap Growth Fund*	81,444	-
Vanguard Institutional Index Fund	140,497	131,985
M&I Stable Principal Fund*	121,898	144,636

\*Represents  
party-in-interest

During the years ended December 31, 2010 and 2009, the Plan's investments (including gains and losses on investments bought and sold, as well as held, during the year) appreciated in value as follows:

	2010	2009
Mutual funds	\$ 113,254	\$ 159,888

Net appreciation of fair value of investments	\$ 113,254	\$ 159,888
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## 5. INTEREST IN MASTER TRUSTS

Certain of the Plan's investment assets are held in trust accounts at the Trustee and consist of undivided interests in investments. The "Master Trusts" are established by the Corporation and administered by the Trustee. Use of the Master Trusts permits the commingling of the Plan's assets with the assets of the North Star Financial Corporation 401k Plan and the M&I Retirement Plan for investment and administrative purposes. Although assets of the remaining plans are commingled in the Master Trusts, the Trustee maintains supporting records for the purpose of allocating the net gain or loss of the investment account to the participating plans. The net investment income of the investment assets is allocated by the Trustee to each participating plan based on the relationship of the interest of each plan to the total of the interests of the participating plans.

The Plan's investments and income (loss) in the Master Trusts at December 31, 2010 and 2009 are summarized as follows:

M&I Master Trust — Aggressive Stock Fund	2010	2009
Investments — whose fair value is determined based on quoted market prices — mutual funds	\$ 76,861,255	\$ 64,755,168
Net assets of the M&I Master Trust — Aggressive Stock Fund	\$ 76,861,255	\$ 64,755,168
Plan's interest in net assets of the M&I Master Trust — Aggressive Stock Fund	\$ 73,702	\$ 100,572
Plan's interest in M&I Master Trust — Aggressive Stock Fund as a percentage of the total	0.10 %	0.16 %
Dividend and interest income	\$ 663,989	\$ 580,360
Net appreciation in the fair value of investments — mutual funds	12,296,496	17,563,920
Total M&I Master Trust — Aggressive Stock Fund income	\$ 12,960,485	\$ 18,144,280





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M&I Master Trust — Growth Balanced Fund		2010	2009
Investments — whose fair value is determined based on quoted market prices — mutual funds	\$	105,656,883	\$ 89,068,674
Net assets of the M&I Master Trust — Growth Balanced Fund	\$	105,656,883	\$ 89,068,674
Plan's interest in net assets of the M&I Master Trust — Growth Balanced Fund	\$	275,328	\$ 242,966
Plan's interest in M&I Master Trust — Growth Balanced Fund as a percentage of the total		0.26	% 0.27 %
Dividend and interest income	\$	1,977,809	\$ 2,045,633
Net appreciation in the fair value of investments — mutual funds		11,238,412	18,269,286
Total M&I Master Trust — Growth Balanced Fund income	\$	13,216,221	\$ 20,314,919
M&I Master Trust — Aggressive Balanced Fund		2010	2009
Investments — whose fair value is determined based on quoted market prices — mutual funds	\$	24,206,561	\$ 16,450,677
Net assets of the M&I Master Trust — Aggressive Balanced Fund	\$	24,206,561	\$ 16,450,677
Plan's interest in net assets of the M&I Master Trust — Aggressive	\$	5,993	\$ 12,587

Balanced Fund				
Plan's interest in M&I Master Trust — Aggressive Balanced Fund as a percentage of the total				
	0.02	%	0.08	%
Dividend and interest income				
	\$ 303,819		\$ 268,057	
Net appreciation in the fair value of investments — mutual funds				
	2,728,411		3,749,669	
Total M&I Master Trust — Aggressive Balanced Fund income				
	\$ 3,032,230		\$ 4,017,726	

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M&I Master Trust — Moderate Balanced Fund				
		2010		2009
Investments — whose fair value is determined based on quoted market prices — mutual funds	\$	21,464,509	\$	14,772,801
Net assets of the M&I Master Trust — Moderate Balanced Fund	\$	21,464,509	\$	14,772,801
Plan's interest in net assets of the M&I Master Trust — Moderate Balanced Fund	\$	106,098	\$	112,403
Plan's interest in M&I Master Trust — Moderate Balanced Fund as a percentage of the total		0.49	%	0.76 %
Dividend and interest income	\$	462,539	\$	370,318
Net appreciation in the fair value of investments — mutual funds		1,799,235		2,197,935
Total M&I Master Trust — Moderate Balanced Fund income	\$	2,261,774	\$	2,568,253
M&I Master Trust — Diversified Stock Fund				
		2010		2009
Investments — whose fair value is determined based on quoted market prices — mutual funds	\$	29,688,576	\$	21,720,595
Net assets of the M&I Master Trust — Diversified Stock Fund	\$	29,688,576	\$	21,720,595
Plan's interest in net assets of the M&I Master Trust — Diversified Stock Fund	\$	40,703	\$	45,510

Plan's interest in M&I Master Trust — Diversified Stock Fund as a percentage of the total	0.14	%	0.21	%
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Dividend and interest income	\$ 291,530	\$ 242,549
Net appreciation in the fair value of investments — mutual funds	3,967,531	5,427,294
Total M&I Master Trust — Diversified Stock Fund income	\$ 4,259,061	\$ 5,669,843

Table of ContentsM&I Master Trust — FIS  
Stock Fund

	2010	2009	
Investments — whose fair value is determined based on quoted market prices — common stock	\$ -	\$ 53,836,643	
Net assets of the M&I Master Trust — FIS Stock Fund	\$ -	\$ 53,836,643	
Plan's interest in net assets of the M&I Master Trust — FIS Stock Fund	\$ -	\$ 10,974	
Plan's interest in M&I Master Trust — FIS Stock Fund as a percentage of the total	-	0.02	%
Dividend and interest income	\$ 316,148	\$ 116,826	
Net appreciation (depreciation) in the fair value of investments — common stock	5,670,702	28,670,479	
Total M&I Master Trust — FIS Stock Fund income	\$ 5,986,850	\$ 28,787,305	

M&I Master Trust — M&I  
Stock Fund

	2010	2009	
Investments — whose fair value is determined based on quoted market prices — common stock	\$ 66,044,682	\$ 48,558,904	
Net assets of the M&I Master Trust — M&I Stock Fund	\$ 66,044,682	\$ 48,558,904	
Plan's interest in net assets of the M&I Master Trust — M&I Stock Fund	\$ 21,217	\$ 14,439	
	0.03	0.03	%

Plan's interest in M&I Master Trust — M&I Stock Fund as a percentage of the total		
Dividend and interest income	\$ 362,191	\$ 354,475
Net appreciation (depreciation) in the fair value of investments — common stock	15,609,714	(57,236,374)
Total M&I Master Trust — M&I Stock Fund income (loss)	\$ 15,971,905	\$ (56,881,899)

At December 31, 2010 and 2009, the M&I Master Trust — M&I Stock Fund held 9,257,438 and 8,796,441 shares, respectively, of common stock of the Corporation, the sponsoring employer, with a cost basis of \$90,160,585 and \$91,247,533, respectively. During the year ended December 31, 2010 and 2009, the M&I Master Trust — M&I Stock Fund recorded dividend income of \$360,176 and \$344,506, respectively.

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6. FEDERAL INCOME TAX STATUS

The Plan is a Non-Standardized Prototype Plan (“Prototype Plan”) sponsored by the Trustee and adopted by the Corporation. The Plan has not requested its own determination letter from the Internal Revenue Service. However, the Corporation and Plan administrator believe that the Plan is currently designed and being operated in compliance with the applicable requirements of the IRC and the Plan continues to be tax-exempt. Therefore, no provision for income taxes has been included in the Plan’s financial statements.

Accounting principles generally accepted in the United States require plan management to evaluate uncertain tax positions taken by the Plan. The financial statement effects of a tax position are recognized when the position is more likely than not, based on the technical merits to be sustained upon examination by the IRS. The plan administrator has analyzed the tax positions taken by the Plan, and has concluded that as of December 31, 2010 and 2009, there were no uncertain positions taken or expected to be taken. The Plan has recognized no interest or penalties related to uncertain tax positions. The Plan is subject to routine audits by taxing jurisdictions; however, there are currently no audits for any tax periods in progress. The plan administrator believes the Plan is no longer subject to income tax examinations for years prior to 2007.

7. EXEMPT PARTY-IN-INTEREST TRANSACTIONS

The Plan holds shares of mutual funds, a common collective fund, and Master Trusts managed by the Trustee. These transactions qualify as party-in-interest transactions; however, they are exempt from the prohibited transactions rules under ERISA. Fees paid by the Plan for investment management services were included as a reduction of the return earned on each fund (see also Note 3).

8. RECONCILIATION OF FINANCIAL STATEMENTS TO FORM 5500

The following is a reconciliation of net assets available for benefits as reported in the financial statements to the net assets as reported on line 1(l) of the 2009 and 2010 Form 5500:

	2010	2009
Net assets available for benefits per the financial statements	\$ 1,544,180	\$ 1,516,157
Adjustment from contract value to fair value for fully benefit-responsive investment contracts	1,581	(1,120 )
Net assets as reported on Form 5500	\$ 1,545,761	\$ 1,515,037

The following is a reconciliation of the total additions to plan assets reported in the financial statements to the net income as reported on line 2(k) of the 2010 Form 5500 Schedule H, Part II for 2010:





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2010

Net increase in assets available for benefits per the financial statements	\$ 28,023
Adjustment from contract value to fair value for fully benefit-responsive investment contracts current year	1,581
Adjustment from contract value to fair value for fully benefit-responsive investment contracts prior year	1,120
Net income as reported on Form 5500	\$ 30,724

10.

## PLAN TERMINATION

The Corporation has the right under the Plan to terminate the Plan at any time subject to the provisions set forth in ERISA. In the event that the Plan is terminated, all participants would be 100% vested in their accounts. (See Note 1)

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SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the trustees (or other persons who administer the employee benefit plan) have duly caused this annual report to be signed on its behalf by the undersigned hereunto duly authorized.

MISSOURI STATE BANK & TRUST  
COMPANY RETIREMENT SAVINGS  
PLAN

/s/ Dennis R. Salentine

Dennis R. Salentine  
Vice President and Director of Corporate  
Benefits of the Marshall & Ilsley Corporation

Date: June 8, 2011

