

MEMORIAL

Journal Officiel
du Grand-Duché de
Luxembourg



MEMORIAL

Amtsblatt
des Großherzogtums
Luxemburg

RECUEIL DES SOCIÉTÉS ET ASSOCIATIONS

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

C — N° 1015

16 mai 2011

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Nectar&Ambrosia S.A., Société Anonyme.

Siège social: L-1118 Luxembourg, 5, rue Aldringen.
R.C.S. Luxembourg B 138.065.

Extrait du procès-verbal de l'Assemblée Générale des Actionnaires tenue au siège social le 20 janvier 2011

Il résulte de l'Assemblée Générale des Actionnaires qui s'est tenue au siège social le 20 janvier 2011 que:

- Le mandat d'administrateur de Monsieur Vito CASSONE est prolongé, avec effet immédiat.

Le mandat de Monsieur CASSONE, administrateur, prendra fin lors de l'Assemblée Générale qui se tiendra en 2013.

Pour NECTAR&AMBROSIA S.A.

Vito CASSONNE / Alain TIRCHER

Administrateur / Administrateur

Référence de publication: 2011045954/14.

(110051707) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} avril 2011.

Navtec Luxembourg S.A., Société Anonyme.

Siège social: L-5365 Munsbach, 1A, Parc d'Activité Syrdall.
R.C.S. Luxembourg B 154.232.

AUSZUG

Aus einem Protokoll der Sitzung des Verwaltungsrats vom 29. März 2011 geht hervor, dass Herrn Artur RESCHKE, Kaufmann, beruflich wohnhaft in 97, rue de Strasbourg, L-2561 Luxembourg, sein Mandat als alleiniger Verwalter mit sofortiger Wirkung niederlegt.

Luxembourg, den 30. März 2011.

Für gleichlautende Mitteilung

Der Verwaltungsrat

Référence de publication: 2011045957/14.

(110051774) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} avril 2011.

K-Development S.A., Société Anonyme.

Siège social: L-2212 Luxembourg, 6, place de Nancy.
R.C.S. Luxembourg B 140.443.

L'an deux mille dix, le vingt neuf décembre,

Par devant nous, Maître Jean SECKLER, notaire de résidence à Junglinster, Grand-Duché de Luxembourg,

s'est réunie une assemblée générale extraordinaire des actionnaires de K-Development S.A., une société anonyme de droit luxembourgeois, inscrite au Registre du Commerce et des Sociétés de Luxembourg sous le numéro B 140.443, ayant son siège social à L-2212 Luxembourg, 6, place de Nancy (ci-après la «Société»), constituée suivant un acte du notaire soussigné en date du 23 juillet 2008, publié au Mémorial C numéro 1989 du 14 août 2008, et dont les statuts n'ont pas encore été modifiés.

L'assemblée est déclarée ouverte à 16.05 heures sous la présidence de Monsieur Jeff FELLER, employé, demeurant professionnellement à Junglinster, (le «Président»), qui désigne comme secrétaire Madame Cristiana SCHMIT, employée demeurant professionnellement à Junglinster.

L'assemblée choisit comme scrutateur Monsieur Max MAYER, employé, demeurant professionnellement à Junglinster.

Le bureau ainsi constitué, le Président a exposé et prié le notaire instrumentant d'acter:

(i) Que l'ordre du jour de l'assemblée est le suivant:

Ordre du jour

1. Constat que la Société (ci-après également la «Société Absorbante»), est l'actionnaire unique de

(i) Grossfeld 2 S.A., une société anonyme de droit luxembourgeois, inscrite au Registre du Commerce et des Sociétés de Luxembourg sous le numéro B 80.482, ayant son siège social à L-5865 Alzingen, 37, rue de Roeser, constituée suivant un acte de Maître Léon Thomas dit Tom METZLER, notaire, résidant à Luxembourg, en date du 5 février 2001, publié au Mémorial C numéro 752 du 13 septembre 2001, et dont les statuts n'ont pas encore été modifiés; et

(ii) Wimafel S.A., une société anonyme de droit luxembourgeois, inscrite au Registre du Commerce et des Sociétés de Luxembourg sous le numéro B 101.358, ayant son siège social à L-2210 Luxembourg, 54, boulevard Napoléon 1^{er},

constituée suivant un acte du notaire soussigné en date du 10 juin 2004, publié au Mémorial C numéro 861 du 23 août 2004, et dont les statuts n'ont pas encore été modifiés;

(ci-après respectivement «Grossfeld 2 S.A.» et «Wimafel S.A.» ou ensemble les «Sociétés Absorbées»).

2. Examen et approbation, sur présentation des documents prescrits par l'article 267 de la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée (la «Loi»),

(i) du projet commun de fusion entre Grossfeld 2 S.A. et la Société Absorbante arrêté par acte du notaire soussigné en date du 16 novembre 2010, publié au Mémorial C numéro 2530 du 22 novembre 2010 et modifié par acte du notaire soussigné en date du 18 novembre 2010, publié au Mémorial C numéro 2551 du 24 novembre 2010; et

(ii) du projet commun de fusion entre Wimafel S.A. et la Société Absorbante arrêté par acte du notaire soussigné en date du 16 novembre 2010, publié au Mémorial C numéro 2530 du 22 novembre 2010 et modifié par acte du notaire soussigné en date du 18 novembre 2010, publié au Mémorial C numéro 2551 du 24 novembre 2010.

3. Décision de fusionner les Sociétés Absorbées par voie d'absorption par la Société Absorbante en conformité avec l'article 278 et suivants de la Loi sans émission d'actions nouvelles de la Société Absorbante, étant entendu que (i) toutes les actions des Sociétés Absorbées seront annulées suite au transfert de tous les actifs et passifs des Sociétés Absorbées, rien excepté, ni réservé, au jour de la réalisation de ces fusions entraînant la dissolution automatique des Sociétés Absorbées, lesquelles dissolutions ne seront suivies d'aucune opération de liquidation, et (ii) les fusions seront effectives d'un point de vue comptable au 30 novembre 2010.

4. Reconnaissance que les fusions ont été définitivement réalisées étant donné que les décisions concordantes approuvant les fusions ont été respectivement prises par les actionnaires des Sociétés Absorbées.

5. Délégation de pouvoirs.

6. Divers.

(ii) Que les actionnaires présents ou représentés, les mandataires des actionnaires représentés, ainsi que le nombre d'actions qu'ils détiennent, sont indiqués sur une liste de présence; cette liste de présence, après avoir été signée par les actionnaires présents, les mandataires des actionnaires représentés ainsi que par les membres du bureau, restera annexée au présent procès-verbal pour être soumise avec lui à la formalité de l'enregistrement.

(iii) Que les procurations des actionnaires représentés, après avoir été paraphées ne varietur par les comparants resteront pareillement annexées aux présentes.

(iv) Que l'intégralité du capital social étant présente ou représentée à la présente assemblée et les actionnaires présents ou représentés déclarant avoir eu connaissance de l'ordre du jour qui leur a été communiqué au préalable, il a pu être fait abstraction des convocations d'usage.

(v) Que la présente assemblée est par conséquent régulièrement constituée et peut délibérer valablement sur tous les points portés à l'ordre du jour.

Ensuite l'assemblée générale, après délibération, a pris, à l'unanimité des voix, les résolutions suivantes:

Première résolution

L'assemblée générale CONSTATE que la Société Absorbante est devenu l'actionnaire unique de Grossfeld 2 S.A. et Wimafel S.A. en vertu, respectivement, de contrats de cession datés du 15 novembre 2010.

Deuxième résolution

L'assemblée générale DÉCIDE d'approuver, après examen des documents prescrits par l'article 267 de la Loi, telle que modifiée,

(i) le projet commun de fusion entre Grossfeld 2 S.A. et la Société Absorbante arrêté par acte du notaire soussigné en date du 16 novembre 2010, publié au Mémorial C numéro 2530 du 22 novembre 2010 et modifié par acte du notaire soussigné en date du 18 novembre 2010, publié au Mémorial C numéro 2551 du 24 novembre 2010; et

(ii) le projet commun de fusion entre Wimafel S.A. et la Société Absorbante arrêté par acte du notaire soussigné en date du 16 novembre 2010, publié au Mémorial C numéro 2530 du 22 novembre 2010 et modifié par acte du notaire soussigné en date du 18 novembre 2010, publié au Mémorial C numéro 2551 du 24 novembre 2010.

Troisième résolution

L'assemblée générale DÉCIDE de fusionner les Sociétés Absorbées par voie d'absorption par la Société Absorbante en conformité avec l'article 278 et suivants de la Loi sans émission d'actions nouvelles de la Société Absorbante, étant entendu que (i) toutes les actions des Sociétés Absorbées seront annulées suite au transfert de tous les actifs et passifs des Sociétés Absorbées, rien excepté, ni réservé, au jour de la réalisation de ces fusions entraînant la dissolution automatique des Sociétés Absorbées, lesquelles dissolutions ne seront suivies d'aucune opération de liquidation, et (ii) les fusions seront effectives d'un point de vue comptable au 30 novembre 2010.

Quatrième résolution

L'assemblée générale RECONNAIT que les fusions ont été définitivement réalisées avec effet entre les parties aux projets communs de fusion précités à la date du présent acte étant donné que les décisions concordantes approuvant les fusions ont été respectivement prises par les actionnaires des Sociétés Absorbées à la date des présentes.

L'assemblée générale RECONNAIT de surcroît que les fusions sont effectives d'un point de vue comptable au 30 novembre 2010.

Cinquième résolution

L'assemblée générale DÉCIDE de déléguer tous pouvoirs à (i) deux administrateurs de la société Olos Management S.A., une société anonyme de droit luxembourgeois, inscrite au Registre du Commerce et des Sociétés de Luxembourg sous le numéro B 150.333, et ayant son siège social à L-2370 Howald (Hesperange), 1, rue Peternelchen, Grand-Duché de Luxembourg, agissant conjointement, et (ii) un administrateur de la société Olos Management S.A., précitée, agissant conjointement avec soit Monsieur Daniel Gillard, demeurant professionnellement à L-5865 Alzingen, 37, rue de Roeser, soit Monsieur Marc Streibel, demeurant professionnellement à L-5865 Alzingen, 37, rue de Roeser, pour faire tout ce qui est nécessaire ou utile en vue de la mise en oeuvre des résolutions précédentes, y compris la passation de tous les actes nécessaires au transfert d'actifs et de passifs tels que décidés en vertu des susdites résolutions.

Déclaration

Le notaire soussigné déclare attester conformément aux dispositions de l'article 271(2) de la Loi l'existence et la légalité des actes et formalités incombant à la Société Absorbante et des projets communs de fusion entre la Société Absorbante et les Sociétés Absorbées.

Frais

Les frais, dépenses, honoraires et charges de toute nature payable par la Société en raison du présent acte sont évalués à 1.000,- EUR. Plus rien ne figurant à l'ordre du jour, la séance est levée à 16.10 heures.

Dont acte fait et passé à Junglinster, date qu'en tête des présentes.

Lecture du présent acte faite et interprétation donnée aux comparants connus du notaire soussigné par leur nom, prénom usuel, état et demeure, ils ont signé avec le notaire soussigné, le présent acte.

Signé: Jeff FELLER, Cristina SCHMIT, Max MAYER, Jean SECKLER

Enregistré à Grevenmacher, le 07 janvier 2011. Relation GRE/2011/179. Reçu soixante-quinze euros 75,00 €

Le Receveur (signé): G. SCHLINK.

POUR COPIE CONFORME

Junglinster, le 21 février 2011.

Référence de publication: 2011026647/110.

(110031829) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 février 2011.

Parkway Limited S.A., Société Anonyme.

Siège social: L-8814 Bigonville, 34, rue Principale.

R.C.S. Luxembourg B 112.109.

Procès - verbal de l'assemblée générale extra-ordinaire du 28 mars 2011

Il résulte de l'AGE tenue ce 28 mars 2011 ce qui suit:

1° Révocation de son poste d'Administrateur et de Président du Conseil d'Administration de Monsieur Richard Fieltz, né le 27/05/1949 à B-Ixelles, demeurant, 128 rue de Washington à B-1050 Ixelles;

2° Révocation de l'Administrateur Stéphane Thoen, né le 16/03/1963 à B-Uccle, demeurant, 20, avenue du Beau Site à B-1420 Braine l'Alleud;

4° Nomination au poste d'Administrateur Monsieur Emmanuel Duprat, né le 13/11/1965 à Montréal (Canada), demeurant, 200 avenue de la Californie à F-06200 Nice jusqu'à l'assemblée générale 2011;

5° Nomination au poste d'Administrateur de la société B.F.T. S.A.H., immatriculée au RCS sous le numéro B104315, sise 34 Rue Principale à L-8814 BIGONVILLE, représentée par Monsieur Philippe Bossicard, né le 26/06/1951 à B-Bastogne, domicilié Rue de l'ancienne gare 11 à B-6800 Libramont, jusqu'à l'assemblée générale 2011;

6° Nomination au poste de Président du Conseil d'Administration Monsieur Philippe Bossicard, demeurant, 11 rue de l'ancienne gare à B-6800 LIBRAMONT jusqu'à l'assemblée générale 2011, qui aura tout pouvoir d'engager la société sous sa seule signature pour tous les actes de gestion journalière;

7° Modification de l'adresse du commissaire aux comptes Sofirom s.à.r.l. sise Rue de Bigonville 18 à L-8832 Rombach vers 34 rue Principale à L-8814 Bigonville.

PARKWAY LIMITED SA.

Référence de publication: 2011045976/24.

(110051839) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} avril 2011.

OI-Apparel S.A., Société Anonyme.

Siège social: L-1331 Luxembourg, 31, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 127.090.

CLÔTURE DE LIQUIDATION

Extrait du procès-verbal de l'assemblée générale extraordinaire tenue le 18 mars 2011:

Résolution:

L'assemblée a décidé:

- de clôturer la liquidation,
- que les livres et documents sociaux resteront déposés et conservés pendant cinq ans à l'ancien siège de la société,
- que les sommes et valeurs restent déposées sur le compte bancaire jusqu'à l'imposition final. Suite au paiement de celle-ci, le montant restant sera distribué aux actionnaires selon le pourcentage détenu.

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

Pour extrait conforme.

Luxembourg, le 18 mars 2011.

Référence de publication: 2011045968/18.

(110052008) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} avril 2011.

MTM Investments, Société Anonyme.

Siège social: L-4018 Esch-sur-Alzette, 22, rue d'Audun.

R.C.S. Luxembourg B 134.020.

Il résulte du procès verbal de l'Assemblée Générale Ordinaire, tenue à la date du 01 avril 2011 à 09 heures, que les actionnaires ont:

1. Décidé d'accepter la démission de Monsieur Daniel CARVALHO, demeurant professionnellement à L-1319 Luxembourg, 91, rue Cents, de ses fonctions d'administrateur et d'administrateur-délégué.

2. Décidé de nommer nouvel administrateur et administrateur-délégué, Monsieur Elvis ZAHITOVIC, né le 19 août 1988 à Tutin (Serbie), demeurant professionnellement à L-4018 Esch-sur-Alzette, 22, rue d'Audun et ceci jusqu'à l'assemblée annuelle qui se tiendra en 2015.

3. Décidé que la société sera engagée par la signature conjointe de l'administrateur-délégué et celle de Monsieur Alfred STEINHERR.

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

Luxembourg, le 1^{er} avril 2011.

Le Conseil d'administration

Référence de publication: 2011045952/19.

(110051549) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} avril 2011.

Patron Ku'damm S.à r.l., Société à responsabilité limitée.

Capital social: EUR 15.000,00.

Siège social: L-2310 Luxembourg, 6, avenue Pasteur.

R.C.S. Luxembourg B 112.169.

Extrait des résolutions prises par les associés en date du 26 janvier 2011

Première résolution

Les Associés acceptent la démission de M. Michael Vandeloise de son poste de gérant de la société avec effet immédiat.

Deuxième résolution

Les Associés nomment Mr. Robert Brimeyer, né le 3 Mai 1972 à Luxembourg, Luxembourg, résidant professionnellement au 67 rue Ermesinde, L-1469 Luxembourg, au poste de gérant de la société avec effet immédiat et pour une durée indéterminée.

Pour extrait
Pour la société

Référence de publication: 2011045979/17.

(110051715) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} avril 2011.

NEXON Europe S.à r.l., Société à responsabilité limitée.

Capital social: EUR 1.500.000,00.

Siège social: L-1930 Luxembourg, 68, avenue de la Liberté.

R.C.S. Luxembourg B 156.728.

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EXTRAIT

Il résulte des résolutions du conseil de gérance de la Société que le siège social de la Société a été transféré du 3F, 43 rue de Cessange, L-1320 Luxembourg à 68, avenue de la liberté L-1930 Luxembourg, avec effet au 31 mars 2011.

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

Luxembourg, le 31 mars 2011.

Pour la Société
Mandataire

Référence de publication: 2011045961/14.

(110051383) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} avril 2011.

Perseus Investments S.A., Société Anonyme.

Siège social: L-9237 Diekirch, 3, place Guillaume.

R.C.S. Luxembourg B 124.515.

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Changement de dénomination de la personne chargée du contrôle des comptes suite AGE du 18 octobre 2007:

RC: B 119531

Ancienne dénomination: XinRJ Xpertise S.à r.l.

Nouvelle dénomination: xinex s.à r.l.

Changement d'adresse de la personne chargée du contrôle des comptes:

RC: B 119531

Ancienne adresse: 18, Rue Hiehl, L - 6131 Junglinster

Nouvelle adresse: 42, rue des Cerises, L - 6113 Junglinster

Changement d'adresse de l'administrateur LAPLUME Paul:

Ancienne adresse: 18, Rue Hiehl, L - 6131 Junglinster

Nouvelle adresse: 42, rue des Cerises, L - 6113 Junglinster

Luxembourg, le 28 mars 2011.

Référence de publication: 2011045986/19.

(110051475) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} avril 2011.

PREFIN S.A., société de gestion de patrimoine familial, Société Anonyme - Société de Gestion de Patrimoine Familial.

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

R.C.S. Luxembourg B 46.007.

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Extrait des décisions prises par l'assemblée générale statutaire et par le conseil d'administration en date du 25 mars 2011

1. Monsieur Gérard BIRCHEN a démissionné de ses mandats d'administrateur et de président du conseil d'administration.

2. Monsieur Sébastien ANDRE, administrateur de sociétés, né à Metz (France), le 29 octobre 1974, demeurant professionnellement à L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte, a été nommé administrateur jusqu'à l'issue de l'assemblée générale statutaire de 2015.

3. Monsieur Sébastien ANDRE a été nommé président du conseil d'administration jusqu'à l'issue de l'assemblée générale statutaire de 2015.

Luxembourg, le 31 mars 2011.

Pour extrait sincère et conforme

Pour *PREFIN S.A., société de gestion de patrimoine familial*

Intertrust (Luxembourg) S.A.

Référence de publication: 2011045989/20.

(110051382) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} avril 2011.

Picigemme S.à r.l., Société à responsabilité limitée.

Siège social: L-1331 Luxembourg, 31, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 75.133.

Monsieur Jean Martin Stoffel, gérant de la société, a comme nouvelle adresse 1, rue de la Roche, L-8081 Bertrange

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

Luxembourg, le 31/3/2011.

Référence de publication: 2011045987/10.

(110051398) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} avril 2011.

Pitswell S.A., Société Anonyme.

Siège social: L-1720 Luxembourg, 6, rue Heinrich Heine.

R.C.S. Luxembourg B 78.563.

Extrait des résolutions prises lors de l'assemblée générale extraordinaire du 30 septembre 2010

L'Assemblée a accepté la démission de M. Lennart STENKE de son poste d'administrateur.

L'Assemblée a été informée du décès de M. Nicolas KRUCHTEN, administrateur, survenu le 12 septembre 2010.

L'Assemblée a élu aux postes d'administrateur Me Thomas FELGEN, né le 14 décembre 1971 à Luxembourg et M. Laurent BARNICH, né le 2 octobre 1979 à Luxembourg, tous deux domiciliés 6, rue Heine, L-1720 Luxembourg. Leurs mandats s'achèveront à l'issue de l'assemblée générale annuelle qui sera tenue en 2014.

Pour la société

Un mandataire

Référence de publication: 2011045980/15.

(110051313) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} avril 2011.

Sherbourne Holding S.à r.l., Société à responsabilité limitée.

Capital social: EUR 1.451.589,96.

Siège social: L-5365 Munsbach, 9, rue Gabriel Lippmann.

R.C.S. Luxembourg B 133.334.

Suite aux cessions de parts intervenues en date du 03 novembre 2010 entre Seamer Holding S.à r.l. et Candover Investments Plc, Candover 2001 UK No 1 LP, Candover 2001 UK No 2 LP, Candover 2001 UK No 3 LP, Candover 2001 UK No 4 LP, Candover 2001 UK No 5 LP, Candover 2001 UK No 6 LP, Candover 2001 US No 1 LP, Candover 2001 US No 2 LP, Candover 2001 US No 3 LP, Candover 2001 US No 4 LP, Candover 2001 US No 5 LP, Candover 2001 Fund GmbH & Co.KG et Candover (Trustees) Limited, il résulte que:

- Candover Investments Plc, domicilié à 20 Old Bailey, London EC4M 7LN, et immatriculé sous le numéro 1512178 auprès du Registre des Sociétés d'Angleterre et Pays des Galles, ne détient plus de part de la Société.
- Candover 2001 UK No 1/LP, domicilié à 20 Old Bailey, London EC4M 7LN, et immatriculé sous le numéro LP 7641 auprès du Registre des Sociétés d'Angleterre et Pays des Galles, ne détient plus de part de la Société.
- Candover 2001 UK No 2/LP, domicilié à 20 Old Bailey, London EC4M 7LN, et immatriculé sous le numéro LP 7642 auprès du Registre des Sociétés d'Angleterre et Pays des Galles, ne détient plus de part de la Société.
- Candover 2001 UK No 3/LP, domicilié 20 Old Bailey, London EC4M 7LN, et immatriculé sous le numéro LP 7654 auprès du Registre des Sociétés d'Angleterre et Pays des Galles, ne détient plus de part de la Société.
- Candover 2001 UK No 4/LP, domicilié 20 Old Bailey, London EC4M 7LN, et immatriculé sous le numéro LP 7755 auprès du Registre des Sociétés d'Angleterre et Pays des Galles, ne détient plus de part de la Société.
- Candover 2001 UK No 5/LP, domicilié 20 Old Bailey, London EC4M 7LN, et immatriculé sous le numéro LP 7756 auprès du Registre des Sociétés d'Angleterre et Pays des Galles, ne détient plus de part de la Société.
- Candover 2001 UK No 6/LP, domicilié 20 Old Bailey, London EC4M 7LN, et immatriculé sous le numéro LP 7942 auprès du Registre des Sociétés d'Angleterre et Pays des Galles, ne détient plus de part de la Société.

- Candover 2001 US No 1/LP, domicilié 20 Old Bailey, London EC4M 7LN, et immatriculé sous le numéro LP 7643 auprès du Registre des Sociétés d'Angleterre et Pays des Galles, ne détient plus de part de la Société.

- Candover 2001 US No 2/LP, domicilié 20 Old Bailey, London EC4M 7LN, et immatriculé sous le numéro LP 7644 auprès du Registre des Sociétés d'Angleterre et Pays des Galles, ne détient plus de part de la Société.

- Candover 2001 US No 3/LP, domicilié 20 Old Bailey, London EC4M 7LN, et immatriculé sous le numéro LP 7645 auprès du Registre des Sociétés d'Angleterre et Pays des Galles, ne détient plus de part de la Société.

- Candover 2001 US No 4/LP, domicilié 20 Old Bailey, London EC4M 7LN, et immatriculé sous le numéro LP 7795 auprès du Registre des Sociétés d'Angleterre et Pays des Galles, ne détient plus de part de la Société.

- Candover 2001 US No 5/LP, domicilié 20 Old Bailey, London EC4M 7LN, et immatriculé sous le numéro LP 7949 auprès du Registre des Sociétés d'Angleterre et Pays des Galles, ne détient plus de part de la Société.

- Candover (Trustees) Limited domicilié à 20 Old Bailey, London EC4M 7LN, et immatriculé sous le numéro 1740547 auprès du Registre des Sociétés d'Angleterre et Pays des Galles, ne détient plus de part de la Société.

- Candover 2001 Fund GmbH & Co.KG, domicilié Mainzer Landstrasse 46, 60325 Froncfort-sur-le-Main, Allemagne, et immatriculé sous le numéro HRA 30236 auprès du Registre des Sociétés de Froncfort-sur-le-Main ne détient plus de part de la Société.

- Seamer Holding S.à r.l. domicilié 46A, J.F. Kennedy, L-1855 Luxembourg, et immatriculé sous le numéro B 138331 auprès du Registre des Sociétés de Luxembourg, détient:

14,515,900 parts sociales de catégorie A d'une valeur de EUR 0,01 chacune.

14,515,900 parts sociales de catégorie B d'une valeur de EUR 0,01 chacune.

14,515,900 parts sociales de catégorie C d'une valeur de EUR 0,01 chacune.

14,515,900 parts sociales de catégorie D d'une valeur de EUR 0,01 chacune.

14,515,900 parts sociales de catégorie E d'une valeur de EUR 0,01 chacune.

14,515,900 parts sociales de catégorie F d'une valeur de EUR 0,01 chacune.

14,515,900 parts sociales de catégorie G d'une valeur de EUR 0,01 chacune.

14,515,900 parts sociales de catégorie H d'une valeur de EUR 0,01 chacune.

14,515,900 parts sociales de catégorie I d'une valeur de EUR 0,01 chacune.

14,515,896 parts sociales de catégorie J d'une valeur de EUR 0,01 chacune.

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

Sherbourne Holding S.à.r.l.

F.W.J.J. Welman

Signature

Gérant A

Référence de publication: 2011027128/59.

(110031967) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 février 2011.

Regus plc, Société Anonyme.

Siège de direction effectif: L-2449 Luxembourg, 26, boulevard Royal.

R.C.S. Luxembourg B 141.159.

Il est porté à la connaissance de tous que l'adresse de M. Mark Leslie James Dixon, administrateur de la société, a fait l'objet d'un changement et est désormais la suivante:

L'Estoril

31 Avenue Princesse Grace

98000 Monaco

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

Pour la société

Un mandataire

Référence de publication: 2011045998/15.

(110051361) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} avril 2011.

Resitalia Management S.à r.l., Société à responsabilité limitée.**Capital social: EUR 13.000,00.**

Siège social: L-2540 Luxembourg, 15, rue Edward Steichen.

R.C.S. Luxembourg B 95.324.

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EXTRAIT

En date du 24 mars 2011, l'Associé unique a pris les résolutions suivantes:

- La démission de Marjoleine van Oort, en tant que gérant, est acceptée avec effet au 23 février 2011.
- Vincenzo Costanzelli, 15 rue Edward Steichen, L-2540 Luxembourg, est élu nouveau gérant de la société avec effet au 23 février 2011 et ce pour une durée indéterminée.

Pour extrait conforme.

Luxembourg, le 31 mars 2011.

Référence de publication: 2011046002/15.

(110051309) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} avril 2011.

Regus No.2, Société à responsabilité limitée.

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

R.C.S. Luxembourg B 144.147.

—
Il est porté à la connaissance de tous que l'adresse de M. Mark Leslie James Dixon, gérant de la société, a fait l'objet d'un changement et est désormais la suivante:

L'Estoril

31 Avenue Princesse Grace

98000 Monaco

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

*Pour la société**Un mandataire*

Référence de publication: 2011045999/15.

(110051360) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} avril 2011.

Regus No. 1, Société à responsabilité limitée.

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

R.C.S. Luxembourg B 142.709.

—
Il est porté à la connaissance de tous que l'adresse de M. Mark Leslie James Dixon, gérant de la société, a fait l'objet d'un changement et est désormais la suivante:

L'Estoril

31 Avenue Princesse Grace

98000 Monaco

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

*Pour la société**Un mandataire*

Référence de publication: 2011046000/15.

(110051358) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} avril 2011.

Regus No.4, Société à responsabilité limitée.

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

R.C.S. Luxembourg B 158.071.

—
Il est porté à la connaissance de tous que l'adresse de M. Mark Dixon, gérant de la société, a fait l'objet d'un changement et est désormais la suivante:

L'Estoril

31 Avenue Princesse Grace

98000 Monaco

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

Pour la société

Un mandataire

Référence de publication: 2011046001/15.

(110051359) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} avril 2011.

RE Acqua S.A., Société Anonyme.

Siège social: L-1855 Luxembourg, 46A, avenue J.F. Kennedy.

R.C.S. Luxembourg B 154.581.

Extrait du procès-verbal de l'assemblée générale ordinaire de la société du 1^{er} avril 2011

Les actionnaires de la Société ont pris acte de et accepté la démission de M. Patrick Rochas de ses fonctions de membre de Catégorie A du Directoire de la Société avec effet au 1^{er} avril 2011.

Les actionnaires ont décidé de nommer les personnes suivantes en tant que membres du directoire de la Société à compter du 1^{er} avril 2011 et pour une période de six ans:

- M. Sam Henkes, dont l'adresse professionnelle se situe au 46A, John F. Kennedy, L-1855 Luxembourg, Grand-Duché de Luxembourg, en qualité de membre de Catégorie A de la Société;

- Mme Marie Amet-Hermès, dont l'adresse professionnelle se situe au 46A, John F. Kennedy, L-1855 Luxembourg, Grand-Duché de Luxembourg, en qualité de membre de Catégorie A de la Société; et

- M. Cristiano Portas, dont l'adresse professionnelle se situe au 22, Piazza Castello, Milan, Italie, en qualité de membre de Catégorie B de la Société.

En conséquence, le Directoire de la Société se compose désormais comme suit:

- M. Sam Henkes, membre de Catégorie A;

- Mme Marie Amet-Hermès, membre de Catégorie A;

- M. Grégory Centurione, membre de Catégorie A;

- M. Peter Parmentier, membre de Catégorie B;

- M. Sven Hendrik Schulze, membre de Catégorie B; et

- M. Cristiano Porta, membre de Catégorie B.

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

RE Acqua S.A.

Un mandataire

Référence de publication: 2011046006/28.

(110051977) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} avril 2011.

Reaal Reassurantie S.A., Société Anonyme.

Siège social: L-2163 Luxembourg, 23, avenue Monterey.

R.C.S. Luxembourg B 45.866.

Extrait du Procès verbal de l'assemblée générale du 8 mars 2011

- L'Assemblée reconduit les mandats d'administrateurs de Monsieur Hugo Azijn, Monsieur Luc Boghe et Monsieur Rudy Paridaens pour une période de un an qui viendra à échéance lors de l'Assemblée Générale Ordinaire qui statuera sur les comptes de l'exercice se clôturant le 31 décembre 2011.

- L'Assemblée ratifie la nomination en tant que nouvel administrateur de la société Risk & Reinsurance Solutions SA en abrégé 2RS domiciliée au 23 avenue Monterey, L-2163 Luxembourg, représentée par Mr Willem Marinus Aardoom demeurant professionnellement au 23 avenue Monterey, L-2163. Son mandat viendra à échéance lors de l'Assemblée Générale Ordinaire qui statuera sur les comptes de l'exercice se clôturant le 31 décembre 2011.

- L'Assemblée reconduit le mandat de KPMG en tant que Réviseur Externe de la société pour une période de un an qui viendra à échéance lors de l'Assemblée Générale Ordinaire qui statuera sur les comptes de l'exercice se clôturant le 31 décembre 2011.

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

Luxembourg, le 31 mars 2011.

Pour la société

Référence de publication: 2011046007/21.

(110051380) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} avril 2011.

Red Fox S.A., Société Anonyme.

Siège social: L-1420 Luxembourg, 5, avenue Gaston Diderich.
R.C.S. Luxembourg B 89.273.

Extrait des décisions prises lors de l'assemblée générale ordinaire en date du 31 mars 2011

1. Monsieur Michel JENTGÈS, né le 29 janvier 1971 à Saint-Mard (Belgique), administrateur de sociétés et résidant professionnellement à L-1420 Luxembourg, 5, avenue Gaston Diderich a été démissionné de son mandat d'administrateur à partir du 31 mars 2011.

2. Jusqu'à l'issue de l'assemblée générale statutaire de 2015, Monsieur Cornelius BECHTEL, né le 11 mars 1968 à Emmerich / Rhein (Allemagne) administrateur de sociétés et résidant professionnellement à L-1420 Luxembourg, 5, avenue Gaston Diderich a été nommé administrateur à partir du 1^{er} avril 2011.

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

Luxembourg, le 31 mars 2011.

Pour extrait sincère et conforme

Pour RED FOX S.A.

United International Management S.A.

Référence de publication: 2011046009/19.

(110051478) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} avril 2011.

Khanate Resource Holdings S.à r.l., Société à responsabilité limitée.

Capital social: USD 1.118.000,00.

Siège social: L-2146 Luxembourg, 74, rue de Merl.
R.C.S. Luxembourg B 156.651.

In the year two thousand and eleven, on the sixteenth day of the month of February;

Before Us M^e Carlo WERSANDT, notary residing in Luxembourg, (Grand Duchy of Luxembourg), undersigned;

THERE APPEARED:

Firebird Mongolia Fund, Ltd., a limited company governed by the laws of the Cayman Islands, registered with the Register of Companies, Cayman Islands, under number 236324, having its registered office c/o Trident Trust Company (Cayman) Limited, One Capital Place, P.O. Box 847 GT, George Town, Grand Cayman, Cayman Islands,

here represented by M^e Patrick LESTIENNE, lawyer, residing in Luxembourg, by virtue of a proxy given in New York (United States of America), on February 14, 2011.

Said proxy after signature ne varietur by the proxyholder and the undersigned notary shall remain attached to the present deed to be filed at the same time with the registration authorities.

Such appearing party has requested the undersigned notary to state that:

- The appearing party is the sole shareholder of the private limited liability company ("société à responsabilité limitée") existing under the name of "Khanate Resource Holdings S.à r.l.", with registered office at 74, rue de Merl, L-2146 Luxembourg, registered with the Luxembourg Registre de Commerce et des Sociétés under the number B 156651, incorporated pursuant to a deed of the undersigned notary, dated November 8, 2010, published in the Mémorial C, Recueil des Sociétés et Associations number 2751 of December 15, 2010 (the "Company"). The articles of incorporation of the Company have not yet been amended.

- The Company's capital is currently set at eighteen thousand US dollars (USD 18,000.-), represented by one hundred eighty shares (180) shares, with a par value of one hundred US dollars (USD 100.-) each, all fully subscribed and entirely paid up.

- The agenda is worded as follows:

1. Increase of the share capital of the Company from eighteen thousand US dollars (USD 18,000.-) to one million one hundred eighteen thousand US dollars (USD 1,118,000.-), by the creation and the issue of eleven thousand (11,000) new shares.

2. Subscription in cash and payment of all the eleven thousand (11,000) newly issued shares by Firebird Mongolia Fund, Ltd.

3. Amendment of article 6, paragraph 1, of the articles of incorporation of the Company as a consequence of the increase of the share capital of the Company.

4. Miscellaneous.

The sole shareholder then passed the following resolutions:

First resolution

The sole shareholder resolves to increase the share capital of the Company by an amount of one million one hundred thousand US dollars (USD 1,100,000.-) in order to bring the share capital from its present amount of eighteen thousand US dollars (USD 18,000.-), represented by one hundred eighty shares (180) shares with a par value of one hundred US dollars (USD 100.-) each, to an amount of one million one hundred eighteen thousand US dollars (USD 1,118,000.-) and to issue in this respect eleven thousand (11,000) new shares.

Second resolution

The eleven thousand (11,000) newly issued shares (the "New Shares") are entirely subscribed by Firebird Mongolia Fund, Ltd., prenamed, by a contribution in cash.

The New Shares have been issued in counterpart for their par value of one hundred US dollars (USD 100.-) each by the payment in cash of one million one hundred thousand US dollars (USD 1,100,000.-).

Evidence of the above cash payment has been given to the undersigned notary and the undersigned notary formally acknowledges the availability of the aggregate amount of one million one hundred thousand US dollars (USD 1,100,000.-).

Third resolution

As a consequence of the preceding resolution, Article 6, paragraph 1, of the articles of incorporation of the Company is amended and shall henceforth read as follows:

Art. 6. Paragraph 1. "The Company's capital is set at one million one hundred eighteen thousand US dollars (USD 1,118,000.-), represented by eleven thousand one hundred eighty (11,180) shares of a par value of one hundred US dollars (USD 100.-) each, all fully subscribed and entirely paid-up."

Statement

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

WHEREOF the present deed was drawn up in Luxembourg, at the date indicated at the beginning of the document.

After reading the present deed to the proxy holder of the appearing party, acting as said before, known to the notary by name, first name, civil status and residence, the said mandatory has signed with Us the notary the present deed.

Suit la version française du texte qui précède:

L'an deux mille onze, le seizième jour du mois de février;

Par-devant Nous Maître Carlo WERSANDT, notaire de résidence à Luxembourg, (Grand-Duché de Luxembourg), soussigné;

A COMPARU:

Firebird Mongolia Fund, Ltd., une société à responsabilité limitée régie par les lois des Iles Cayman, enregistrée auprès du Register of Companies, Cayman Islands, sous le numéro 236324, ayant son siège social c/o Trident Trust Company (Cayman) Limited, One Capital Place, P.O. Box 847 GT, George Town, Grand Cayman, Iles Cayman,

ici représentée par Maître Patrick LESTIENNE, avocat à la Cour, de résidence à Luxembourg, en vertu d'une procuration sous seing privé donnée à New York (Etats-Unis d'Amérique), le 14 février 2011.

Laquelle procuration, après signature ne varietur par le mandataire et le notaire instrumentant, demeurera annexée aux présentes pour être enregistrée en même temps.

Laquelle comparante a requis le notaire instrumentant d'acter ce qui suit:

- La comparante est l'associé unique de la société à responsabilité limitée existant sous la dénomination de "Khanate Resource Holdings S.à r.l.", avec siège social au 74, rue de Merl, L-2146 Luxembourg, immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 156651, constituée à la suite d'un acte du notaire instrumentant, en date du 8 novembre 2010, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 2751 du 15 décembre 2010 (la "Société"). Les statuts de la Société n'ont pas encore été modifiés à ce jour.

- Le capital social de la Société est actuellement fixé à dix-huit mille dollars US (USD 18.000.-), représenté par cent quatre-vingt (180) parts sociales d'une valeur nominale de cent dollars US (USD 100.-) chacune, toutes intégralement souscrites et entièrement libérées.

- L'ordre du jour est conçu comme suit:

1. Augmentation du capital social de la Société de dix-huit mille dollars US (USD 18.000.-) à un million cent dix-huit mille dollars US (USD 1.118.000.-), par la création et l'émission de onze mille (11.000) nouvelles parts sociales.

2. Souscription et paiement de toutes les onze mille (11.000) parts sociales nouvellement émises par Firebird Mongolia Fund, Ltd.

3. Modification de l'article 6, alinéa 1, des statuts de la Société en conséquence de l'augmentation du capital social de la Société.

4. Divers.

L'associé unique a ensuite pris les résolutions suivantes:

Première résolution

L'associé unique décide d'augmenter le capital social de la Société d'un montant d'un million cent mille dollars US (USD 1.100.000,-) pour porter le capital social de son montant actuel de dix-huit mille dollars US (USD 18.000,-) représenté par cent quatre-vingts (180) parts sociales avec une valeur nominale de cent dollars US (USD 100,-) chacune à un montant d'un million cent dix-huit mille dollars US (USD 1.118.000,-), et d'émettre à cet égard onze mille (11.000) parts sociales.

Deuxième résolution

Les onze mille (11.000) parts sociales nouvellement émises (les «Nouvelles Parts») sont entièrement souscrites par Firebird Mongolia Fund, Ltd., précitée.

Les Nouvelles Parts ont été émises en contrepartie de leur valeur nominale de cent dollars US (USD 100,-) chacune par le paiement en numéraire d'un million cent mille dollars US (USD 1.100.000,-).

Preuve du paiement en numéraire a été donnée au notaire instrumentant et le notaire instrumentant constate formellement la mise à disposition du montant total d'un million cent mille dollars US (USD 1.100.000,-).

Troisième résolution

En conséquence de la résolution qui précède l'Article 6, alinéa 1, des statuts de la Société est modifié et aura désormais la teneur suivante:

Art. 6. Alinéa 1. «Le capital social est fixé à un million cent dix-huit mille dollars US (USD 1.118.000,-), représenté par onze mille cent quatre-vingts (11.180) parts sociales d'une valeur nominale de cent dollars US (USD 100,-) chacune, toutes intégralement souscrites et entièrement libérées.»

Déclaration

Le notaire soussigné, qui comprend et parle l'anglais et français, déclare par les présentes, qu'à la requête de la partie comparante le présent acte est rédigé en anglais suivi d'une version française; à la requête de la même partie comparante, et en cas de divergences entre le texte anglais et français, la version anglaise prévaudra.

DONT ACTE, le présent acte a été passé à Luxembourg, à la date indiquée en tête des présentes.

Après lecture du présent acte à la mandataire de la partie comparante, agissant comme dit ci-avant, connue du notaire par nom, prénom, état civil et domicile, ledit mandataire a signé avec Nous notaire le présent acte.

Signé: P. LESTIENNE, C. WERSANDT.

Enregistré à Luxembourg A.C., le 18 février 2011. LAC/2011/8241. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): Francis SANDT.

POUR EXPEDITION CONFORME, délivrée;

Luxembourg, le 21 février 2011.

Référence de publication: 2011027523/124.

(110033495) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 février 2011.

UCB Lux S.A., Société Anonyme.

Siège social: L-2453 Luxembourg, 12, rue Eugène Ruppert.

R.C.S. Luxembourg B 105.267.

Extrait de la résolution prise par l'Assemblée Générale Extraordinaire du 22 décembre 2010

L'Assemblée nomme Fernand Reiners, né le 15 octobre 1963 à Clervaux, Grand-Duché de Luxembourg, avec adresse professionnelle à 2449 Luxembourg, Grand-Duché de Luxembourg, 14, boulevard Royal, en qualité d'Administrateur pour un terme de trois ans. L'Assemblée confirme que ce mandat viendra à échéance à l'issue de l'Assemblée Générale Ordinaire de 2013.

Luxembourg, le 14 janvier 2011.

Philippe WATY / Gaëtan DUMONT

Administrateur / Administrateur

Référence de publication: 2011046053/15.

(110052024) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} avril 2011.

UMEA Consulting, Société à responsabilité limitée.**Capital social: EUR 12.500,00.**

Siège social: L-2652 Luxembourg, 221, rue Albert Uden.

R.C.S. Luxembourg B 102.511.

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Extrait des résolutions prises par l'associé unique en date du 1^{er} avril 2011

Transfert du siège social:

Transférer le siège social de L-1251 Luxembourg, 13, avenue du Bois au L-2652 Luxembourg, 221, rue Albert Uden.

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

Pour extrait conforme

Référence de publication: 2011046054/12.

(110051501) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} avril 2011.**Vista Point Technologies (Lux), Société à responsabilité limitée.**

Siège social: L-5365 Munsbach, 6C, rue Gabriel Lippmann.

R.C.S. Luxembourg B 124.221.

—
Aus einem Aktienkaufvertrag vom 21. März 2011 geht hervor, dass die Gesellschaft FLEXTRONICS INTERNATIONAL Ltd, eine Gesellschaft des Rechts von Singapur, mit Sitz in 486123 SINGAPUR, 2 Changi South Lane, handelnd durch ihre Niederlassung auf den Bermuda-Inseln, mit dortigem Sitz in Hamilton HM 08, 16 Par-La-Ville Road, Continental Management Ltd Century House, eingetragen bei der Accounting and Corporate Regulatory Authority der Bermuda-Inseln („ACRA“) unter der Nummer 199002645H, sämtliche 329 (dreihundertneunundzwanzig) Anteile an der Gesellschaft von der bisherigen alleinigen Anteilseignerin, der MULTEK DISPLAY CAYMAN Ltd., erworben hat.

Die FLEXTRONICS INTERNATIONAL Ltd ist somit mit Datum des Kaufvertrags alleinige Anteilseignerin der Gesellschaft.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Luxembourg, den 31. März 2011.

Für die Gesellschaft

Unterschrift

Ein Bevollmächtigter

Référence de publication: 2011046056/20.

(110051706) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} avril 2011.**Wendigo Sàrl, Société à responsabilité limitée unipersonnelle.**

Siège social: L-1653 Luxembourg, 2-8, avenue Charles de Gaulle.

R.C.S. Luxembourg B 136.771.

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Extrait des contrats de cession de parts signés le 25 février 2011

Il résulte du contrat de cession de parts signés le 25 février 2011, que la Société:

Ululan investments Limited, demeurant au 8, Simou Menardou, Ria Court, bâtiment 101, étage 1, CY-6015 Larnaka, Chypre a transféré 25 parts détenus dans la Société à

Deilingate Holdings Limited, demeurant à 8, Simou Menardou, Ria Court, bâtiment 101, étage 1, CY- 6015 Larnaka, Chypre.

Luxembourg, le 1^{er} avril 2011.

Luxembourg Corporation Company S.A.

Signatures

Gérant Unique

Référence de publication: 2011046060/17.

(110052089) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} avril 2011.

Caesar Properties Europe S.A., Société Anonyme.

Siège social: L-1746 Luxembourg, 1, rue Joseph Hackin.
R.C.S. Luxembourg B 111.913.

—
Décision des administrateurs 21 février 2011

Les Administrateurs décident à l'unanimité de transférer le siège social de la Société au 1, rue Joseph Hackin, L -1746 Luxembourg.

Pour copie conforme
Signatures
Administrateur B / Administrateur A

Référence de publication: 2011046899/13.

(110037597) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 mars 2011.

Carvi S.A., Société Anonyme.

Siège social: L-1746 Luxembourg, 1, rue Joseph Hackin.
R.C.S. Luxembourg B 143.680.

—
Extrait du procès-verbal de la réunion du conseil d'administration qui s'est tenue le 15 février 2011

Le Conseil d'Administration décide, à l'unanimité, de transférer le siège social au 1 rue Joseph Hackin, L-1746 Luxembourg avec effet au 4 février 2011.

Pour copie conforme
Signatures
Administrateur / Administrateur

Référence de publication: 2011046900/13.

(110037675) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 mars 2011.

Circle Holding S.A., Société Anonyme.

Siège social: L-4751 Pétange, 165A, route de Longwy.
R.C.S. Luxembourg B 87.546.

—
Extraits de l'assemblée générale extraordinaire tenue au siège de la société en date du 1^{er} octobre 2010

L'actionnaire est présent.

L'administrateur a pris la décision suivante:

L'administrateur décide:

- de renouveler le mandat du Commissaire aux Comptes CONCORD INTERNATIONAL MARKETING SARL ayant son siège social au 165A, Route de Longwy, L-4751 PETANGE; mandat qui viendra à expiration à l'issue de l'assemblée générale ordinaire de 2013.

La décision a été admise à l'unanimité.

Après cela, l'assemblée générale extraordinaire est déclarée comme terminée.

Signé au nom de CIRCLE HOLDING S.A.
Monsieur Patrick NASSOGNE
Administrateur délégué

Référence de publication: 2011046902/19.

(110037714) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 mars 2011.

Cobro S.A., Société Anonyme.

Siège social: L-1450 Luxembourg, 19, Côte d'Eich.
R.C.S. Luxembourg B 125.833.

—
Il résulte des résolutions de l'actionnaire unique de la Société du 28 février 2011 que le commissaire aux comptes de la Société, la société à responsabilité limitée Audit & Consulting Services S.à r.l., établie et ayant son siège social au 9-11 rue Louvigny L-1946 Luxembourg, inscrite au registre de commerce et des sociétés de Luxembourg sous le numéro B 151 342, a été révoquée avec effet immédiat.

Pour extrait conforme
 Pour la Société
 Signature
 Un mandataire

Référence de publication: 2011046903/15.

(110037679) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 mars 2011.

Cogit S.A., Société Anonyme.

Siège social: L-1746 Luxembourg, 1, rue Joseph Hackin.

R.C.S. Luxembourg B 118.483.

—
Extrait du procès-verbal de la réunion du conseil d'administration qui s'est tenue le 15 février 2011

Le Conseil d'Administration décide, à l'unanimité, de transférer le siège social au 1 rue Joseph Hackin, L-1746 Luxembourg avec effet au 4 février 2011.

Pour copie conforme
 Signatures
 Administrateur / Administrateur

Référence de publication: 2011046904/13.

(110037599) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 mars 2011.

Compagnie Investissement Europe Holding Luxembourg S.A., Société Anonyme.

Siège social: L-1746 Luxembourg, 1, rue Joseph Hackin.

R.C.S. Luxembourg B 32.283.

—
Extrait du procès-verbal de la réunion du conseil d'administration qui s'est tenue le 15 février 2011

Le Conseil d'Administration décide, à l'unanimité, de transférer le siège social au 1 rue Joseph Hackin, L-1746 Luxembourg avec effet au 4 février 2011.

Pour copie conforme
 Signatures
 Administrateur / Administrateur

Référence de publication: 2011046905/13.

(110037295) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 mars 2011.

Atlas Consulting & Invest S.à r.l. (ACI S.à r.l.), Société à responsabilité limitée.

Siège social: L-1140 Luxembourg, 45, route d'Arlon.

R.C.S. Luxembourg B 33.253.

—
 Im Jahre zweitausendzehn, den fünfzehnten Dezember.

Vor dem unterzeichneten Notar Jean SECKLER, mit Amtssitz in Junglinster, (Großherzogtum Luxemburg);

SIND ERSCHIENEN

1) Die Gesellschaft "EIC CORPORATION LIMITED", mit Sitz in Apia, Limited of Level 2, Nia Mall, Vaea Street, (Samoa), eingetragen im "Registrar of International and Foreign Companies of Samoa" als eine IBC -Gesellschaft ("International Business Company") unter der Nummer R25197,

hier rechtmäßig vertreten durch Herrn Jeannot DIDERRICH, vorgenannt.

2) Die Aktiengesellschaft "Delta Consulting Invest DCI S.A.", mit Sitz in L-1140 Luxembourg, 45, route d'Arlon, eingetragen im Handelsund Firmenregister von Luxemburg, Sektion B, unter der Nummer 114375, in freiwilliger Liquidation, hier rechtmäßig vertreten durch ihren Liquidator EIC CORPORATION LIMITED, vorbenannt, vertreten wie eingangs erwähnt.

Welche erschienenen Parteien, vertreten wie hiervor erwähnt, den amtierenden Notar ersuchen folgendes zu beurkunden:

- Dass die Gesellschaft mit beschränkter Haftung "Atlas Consulting & Invest S.à r.l. (ACI S.à r.l.)", mit Sitz in L-1140 Luxembourg, 45, route d'Arlon, eingetragen im Handels-und Gesellschaftsregister Luxemburg, Sektion B, unter der Nummer 33253, (die "Gesellschaft"), gegründet wurde gemäß Urkunde aufgenommen durch Maître Edmond SCHROEDER, damals Notar mit dem Amtssitz in Mersch, am 7. März 1990, veröffentlicht im Mémorial C, Recueil Spécial des Sociétés et Associations, Nummer 331 vom 18. September 1990, und dass deren Satzungen mehrmals abgeändert wurden und

zum letzten Mal gemäß Urkunde aufgenommen durch den amtierenden Notar am 22. Dezember 2006, veröffentlicht im Mémorial C, Recueil des Sociétés et Associations, Nummer 719 vom 26. April 2007.

- Dass die erschienenen Parteien erklären die alleinigen Gesellschafter der Gesellschaft zu sein und dass sie den amtierenden Notar ersuchen, die von ihnen, in einer außerordentlichen Generalversammlung (die "Versammlung"), gefassten Beschlüsse zu dokumentieren wie folgt:

Erster Beschluss

In Übereinstimmung mit dem abgeänderten Gesetz vom 10. August 1915 über die Handelsgesellschaften, beschließt die Versammlung die vorzeitige Auflösung der Gesellschaft und ihre Liquidation.

Zweiter Beschluss

Im Anschluss an den vorangehenden Beschluss beschließt die Versammlung die Gesellschaft "EIC CORPORATION LIMITED", mit Sitz in Apia, Limited of Level 2, Nia Mall, Vaea Street, (Samoa), eingetragen im "Registrar of International and Foreign Companies of Samoa" als eine IBC - Gesellschaft ("International Business Company") unter der Nummer R25197, als Liquidator der Gesellschaft zu ernennen und ihm folgende Befugnisse zu erteilen:

Der Liquidator hat die weitesten Befugnisse, die in Artikel 144 bis 148 des Gesetzes vom 10. August 1915 über Handelsgesellschaften, wie abgeändert, festgelegt sind.

Der Liquidator kann alle Handlungen vornehmen, die der Artikel 145 vorsieht, ohne die Genehmigung der Hauptversammlung zu beantragen in den Fällen, in denen sie zu beantragen ist.

Der Liquidator kann das Hypothekenregister davon freistellen, eine automatische Eintragung vorzunehmen; auf alle dinglichen Rechte, Vorzugsrechte, Hypotheken, Anfechtungsverfahren verzichten; jegliche Pfändung aufheben, gegen oder ohne Zahlung aller Vorzugseintragungen, Hypothekeneintragungen, Übertragungen, Pfändungen, Anfechtungen oder anderer Belastungen.

Der Liquidator ist von der Bestandsaufnahme befreit und kann sich auf die Konten der Gesellschaft berufen.

Der Liquidator kann, auf eigene Verantwortung, für spezielle oder spezifische Operationen, seine Befugnisse an einen oder mehrere Bevollmächtigte delegieren, für eine Zeit, die er festlegt.

Der Liquidator kann die Aktiva der Gesellschaft in bar oder als Sachleistung an die Gesellschafter verteilen, nach seinem Willen im Verhältnis zu der Beteiligung der Gesellschafter am Gesellschaftskapital.

Dritter Beschluss

Die Versammlung beschließt die Tätigkeiten der Geschäftsführer, welche sie für die Gesellschaft bis zum heutigen Tage ausführten, anzuerkennen, zu bestätigen und zu übernehmen.

Die Versammlung beschließt außerdem auf jeden Rechtsanspruch, welche die Gesellschaft gegenüber den Geschäftsführern, im Zusammenhang mit der Führung der Gesellschaft haben könnte, zu verzichten und ihnen volle Entlastung für die Ausführung ihrer Mandate zu erteilen.

Kosten

Der Gesamtbetrag der Kosten, Ausgaben, Vergütungen und Auslagen, unter welcher Form auch immer, welche der Gesellschaft aus Anlass dieser Urkunde entstehen und für die sie haftet, beläuft sich auf ungefähr neunhundertfünfzig Euro.

WORÜBER URKUNDE, Aufgenommen in Luxemburg, am Datum wie eingangs erwähnt.

Und nach Vorlesung und Erklärung alles Vorhergehenden an die Vertreter der erschienenen Parteien, namens handelnd wie hiavor erwähnt, dem amtierenden Notar nach Namen, Vornamen, Stand und Wohnort bekannt, haben dieselbe gegenwärtige Urkunde mit Uns Notar unterschrieben.

Gezeichnet: J.DIDERRICH, J.SECKLER.

Enregistré à Grevenmacher, le 23 décembre 2010. Relation GRE/2010/4609. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): G. SCHLINK.

FÜR GLEICHLAUTENDE AUSFERTIGUNG.

Junglinster, den 24. Februar 2011.

Référence de publication: 2011027292/69.

(110033292) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 février 2011.

Creola S.A., Société Anonyme.

Siège social: L-1746 Luxembourg, 1, rue Joseph Hackin.

R.C.S. Luxembourg B 65.349.

—
Extrait du procès-verbal de la réunion du conseil d'administration qui s'est tenue le 15 février 2011

Le Conseil d'Administration décide, à l'unanimité, de transférer le siège social au 1 rue Joseph Hackin, L-1746 Luxembourg avec effet au 4 février 2011.

Pour copie conforme

Signatures

Administrateur /Administrateur

Référence de publication: 2011046907/13.

(110037405) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 mars 2011.

Corniche Finance SA, Société Anonyme.

Siège social: L-2661 Luxembourg, 42, rue de la Vallée.

R.C.S. Luxembourg B 59.199.

Par décision du Conseil d'administration prise par voie circulaire, le siège social a été transféré du 180, rue des Aubépines, L-1145 Luxembourg au 42, rue de la Vallée, L-2661 Luxembourg avec effet au 06 décembre 2010. De plus, veuillez noter que dorénavant l'adresse professionnelle du commissaire aux comptes:

AUDIT TRUST S.A., société anonyme, Commissaire aux comptes de la société, est située au 42, rue de la Vallée, L-2661 Luxembourg avec effet au 6 décembre 2010.

Luxembourg, le 06 DEC. 2010.

Pour: CORNICHE FINANCE S.A

Société anonyme

Experta Luxembourg

Société anonyme

Cindy Szabo / Lionel Argence-Lafon

Référence de publication: 2011046906/18.

(110037470) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 mars 2011.

Crossen S.à r.l., Société à responsabilité limitée.

Capital social: USD 25.000,00.

Siège social: L-1746 Luxembourg, 1, rue Joseph Hackin.

R.C.S. Luxembourg B 155.016.

Extract of the minutes of the meeting of the board of managers held on February 16. 2011

The Managers decide to transfer the registered office of the Company to 1, rue Joseph Hackin, L-1746 Luxembourg with effect February 4, 2011.

Version française

Extrait du Procès-verbal du Conseil de Gérance tenu le 16 février 2011

Les Gérants décident de transférer le siège social de la Société au 1 rue Joseph Hackin, L-1746 Luxembourg avec effet au 4 février 2011.

Copie certifiée conforme

Delphine GUILLOU / Yvan JUCHEM

Gérant B / Gérant A - Président

Référence de publication: 2011046908/18.

(110037694) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 mars 2011.

Threadneedle Asset Management Holdings Sàrl, Société à responsabilité limitée.

Capital social: GBP 895.232,83.

Siège social: L-1130 Luxembourg, 37, rue d'Anvers.

R.C.S. Luxembourg B 143.975.

In the year two thousand eleven, on the eighth day of February,

Before Us M^e Carlo WERSANDT, notary public, residing in Luxembourg, Grand Duchy of Luxembourg,

THERE APPEARED:

1) AMERIPRISE FINANCIAL, INC., an incorporated company constituted and existing under the laws of Delaware, with registered office at 707 2nd Ave. South, Minneapolis, Minnesota 55474 United States of America, registered with the Department of State of Delaware under number 2018118 (hereinafter referred to as "AMERIPRISE");

2) RBC Trustees (CI) Limited, a company incorporated under the laws of Jersey, with registered office at La Motte Chambers, St. Helier, Jersey, JE1 1PB, Channel Islands, registered under the company number 11033, in its capacity as trustee of the Threadneedle Employee Benefit Trust No.2; and

3) RBC cees Nominees Limited, a company incorporated under the laws of Jersey, with registered office at 19-21 Broad Street, St Helier, Jersey, JE1 3PB, Channel Islands, registered number 83756, in its capacity as nominee.

All being corporate units holders of the Company (the "Corporate Unit Holders").

The Corporate Unit Holders were hereby represented by M^e Sophie ZINTZEN, attorney-at-law, residing professionally at 69 boulevard de la Pétrusse, L 2320 Luxembourg, by virtue of three proxies given under private seal.

The said proxies, after having been signed "ne varietur" by the proxy-holder and the undersigned notary, will remain attached to the present deed for the purpose of registration within the registration authorities.

The extraordinary general meeting of the Corporate Unit Holders was presided by M^e Daniel BOONE, attorney-at-law, residing professionally in Luxembourg (the "Chairman").

The Chairman appointed as secretary M^e Alexandra de WATAZZI, attorney-at-law, residing professionally in Luxembourg (the "Secretary").

The meeting elected as scrutineer M^e Sophie ZINTZEN, attorney-at-law, residing professionally in Luxembourg (the "Scrutineer"). These three individuals constituted the board of the meeting.

Having thus been constituted, the board of the meeting drew up the attendance list, which, after having been signed "ne varietur" by the proxy holder representing the Corporate Unit Holders, by the members of the board and the notary public, will remain attached to the present minutes together with the proxies and will be filed together with the present deed, with the registration authorities.

The Chairman declared and requested the notary public to state that:

- According to the attendance list, the Corporate Unit Holders holding together 100% of the corporate capital of Threadneedle Asset Management Holdings S.à r.l., a "société à responsabilité limitée" incorporated pursuant to a deed of the undersigned notary, on December 17, 2008, published in the Mémorial C, Recueil des Sociétés et Associations dated 30 January 2009, number 208, pages 9947-9980, whose articles of association have been amended for the last time pursuant to a deed of the undersigned notary, on 29th March 2010, published in the Mémorial C, Recueil Special des Sociétés et Associations C dated 12th May 2010, number 1000, page 47974, were validly represented at the meeting.

The meeting could thus validly deliberate and decide on all subjects mentioned on the agenda, without having been a prior convening notice.

- The Corporate Unit Holders decided to deliberate on the points of the following agenda:

- 1) Creation of two new classes of corporate units to be named E09 corporate units and E10 corporate units;
- 2) Conversion of two million six hundred thirteen thousand two hundred twenty-six (2,613,226) D corporate units held by RBC cees Nominees Limited into two million six hundred thirteen thousand two hundred twenty-six (2,613,226) E09 corporate units (the "E09 Conversion");
- 3) Conversion of one million four hundred eighty-nine thousand nine hundred thirty-nine (1,489,939) D corporate units held by RBC cees Nominees Limited into one million four hundred eighty-nine thousand nine hundred thirty-nine (1,489,939) E10 corporate units (the "E10 Conversion");
- 4) Capital increase in the corporate capital of the Company of an amount of ten thousand nine hundred eighty-five point seventy-five British Pounds Sterling (GBP 10,985.75) to bring it to the amount of eight hundred ninety-five thousand two hundred thirty-two point eight hundred twenty-nine British Pounds Sterling (GBP 895,232.829);
- 5) In supplement of the E09 Conversion, issuance of five million two hundred and two thousand two hundred and twelve (5,202,212) E09 corporate units with a nominal value of GBP 0.001 each to be subscribed by RBC cees Nominees Limited;
- 6) In supplement of the E10 Conversion, issuance of two million nine hundred sixty-six thousand sixty-eight (2,966,068) E10 corporate units with a nominal value of GBP 0.001 each to be subscribed by RBC cees Nominees Limited;
- 7) Issuance of (i) two million five hundred seventy-four thousand one hundred ninety-two (2,574,192) additional E09 corporate units with a nominal value of GBP 0.001 each and of (ii) two hundred forty-three thousand two hundred seventy-eight (243,278) additional E10 corporate units with a nominal value of GBP 0.001 each in the corporate capital of the Company;
- 8) Subscription and payment;
- 9) Restatement of the articles of association of the Company;
- 10) Any other business.

- In compliance with the articles of association of the Company, AMERIPRISE owns ALL and WHOLE of the A ordinary corporate units of the Company and is the usufruct of ALL and WHOLE of the T and D corporate units of the Company which allows AMERIPRISE, in compliance with the Articles 7.3 and 8.3 of the articles of association of the Company, to take part alone to the vote;

- However, according to article 10.4. of the articles of association of the Company, any resolutions adversely affecting the rights attached to the D corporate units must be approved by the owners of the legal title of the D corporate units (RBC Trustees (CI) Limited and RBC cees Nominees Limited) at a majority of no less than 75 per cent of the nominal value of the issued D corporate units.

- Therefore, the three Corporate Unit Holders are entitled to vote at the present meeting.

On the basis of the Agenda, the Corporate Unit Holders took the following resolutions.

First resolution

The Corporate Unit Holders resolved to create two new classes of corporate units to be named E09 corporate units and E10 corporate units, with a nominal value of GBP 0.001 each.

Second resolution

The Corporate Unit Holders resolved to convert two million six hundred thirteen thousand two hundred twenty-six (2,613,226) D corporate units held by RBC cees Nominees Limited into two million six hundred thirteen thousand two hundred twenty-six (2,613,226) E09 corporate units with a nominal value of GBP 0.001 each.

Third resolution

The Corporate Unit Holders resolved to convert one million four hundred eighty-nine thousand nine hundred thirty-nine (1,489,939) D corporate units held by RBC cees Nominees Limited into one million four hundred eighty-nine thousand nine hundred thirty-nine (1,489,939) E10 corporate units with a nominal value of GBP 0.001 each.

Fourth resolution

The Corporate Unit Holders resolved to increase the corporate capital of the Company by an amount of ten thousand nine hundred eighty-five point seventy-five British Pounds Sterling (GBP 10,985.75) so as to bring it from its present amount of eight hundred eighty-four thousand two hundred forty-seven point zero seven nine British Pounds Sterling (GBP 884,247.079) to the amount of eight hundred ninety-five thousand two hundred thirty-two point eight hundred twenty-nine British Pounds Sterling (GBP 895,232.829) represented by (i) eight hundred seventy-five thousand million (875,000,000) A corporate units with a nominal value of GBP 0,001 each, (ii) five million one hundred forty-three thousand nine hundred thirteen (5,143,913) D corporate units with a nominal value of GBP 0,001 each, (iii) one (1) T corporate unit with a nominal value of GBP 0.001, (iv) ten million three hundred eighty-nine thousand six hundred thirty (10,389,630) E09 corporate units with a nominal value of GBP 0,001 each and (v) four million six hundred ninety-nine thousand two hundred eighty-five (4,699,285) E10 corporate units with a nominal value of GBP 0.001 each.

Fifth resolution

The Corporate Unit Holders resolved to issue, in supplement to the E09 Conversion, five million two hundred and two thousand two hundred and twelve (5,202,212) E09 corporate units with a nominal value of GBP 0.001 each to be subscribed by RBC cees Nominees Limited, having the same rights and obligations as the existing E09 corporate units.

Sixth resolution

The Corporate Unit Holders resolved to issue, in supplement to the E10 Conversion, two million nine hundred sixty-six thousand sixty-eight (2,966,068) E10 corporate units with a nominal value of GBP 0.001 each to be subscribed by RBC cees Nominees Limited having the same rights and obligations as the existing E10 corporate units.

Seventh resolution

The Corporate Unit Holders resolved to issue (i) two million five hundred seventy-four thousand one hundred ninety-two (2,574,192) additional E09 corporate units with a nominal value of GBP 0.001 each and (ii) two hundred forty-three thousand two hundred seventy-eight (243,278) additional E10 corporate units with a nominal value of GBP 0.001 each having the same rights and obligations as the existing E09 corporate units and E10 corporate units.

Further to the fifth, sixth and seventh resolutions, the Company will have increased its corporate capital by the issue of a total of (i) seven million seven hundred seventy-six thousand four hundred and four (7,776,404) new E09 corporate units and (ii) three million two hundred nine thousand three hundred forty-six (3,209,346) new E10 corporate units with a nominal value of GBP 0.001 each, making a total in issue of ten million three hundred eighty-nine thousand six hundred thirty (10,389,630) E09 corporate units and four million six hundred ninety-nine thousand two hundred eighty-five (4,699,285) E10 corporate units with a nominal value of GBP 0.001 each.

Subscription - Payment

RBC cees Nominees Limited, represented as stated here above, declares to subscribe to seven million seven hundred seventy-six thousand four hundred and four (7,776,404) E09 corporate units and three million two hundred nine thousand three hundred forty-six (3,209,346) E10 corporate units and to have fully paid up their total nominal value of ten thousand nine hundred eighty-five point seventy-five British Pounds Sterling (GBP 10,985.75) by contribution in cash of ten thousand nine hundred eighty-five point seventy-five British Pounds Sterling (GBP 10,985.75). The amount of ten thousand nine

hundred eighty-five point seventy-five British Pounds Sterling (GBP 10,985.75) is now available to the Company, evidence thereof having been given to the undersigned notary pursuant to a bank certificate.

Eight resolution

The Corporate Unit Holders resolved to restate the articles of association of the Company which will have the following wording:

“Title I. Definitions - Form - Name - Duration - Registered office - Purpose

Art. 1.1. Definitions.

The words and expressions used in the present articles of association (“Articles of Association” or “Articles”) shall have the following meaning:

“Accounts”	the consolidated financial accounts of the group of the companies of which the Company is the parent prepared on a consistent basis and in accordance with generally accepted Luxembourg accounting principles and comprising a balance sheet, a profit and loss account and the notes to the accounts;
“Acquisition Date”	(a) in relation to a Series Corporate Unit comprised in a particular class of Series Corporate Units other than the E09 and E10 classes of Corporate Units, the date of first issue of Corporate Units of that class to the Nominee on behalf of an Employee or Employees even if different from the actual date of issue or acquisition of that Series Corporate Unit); (b) in relation to each E09 Corporate Unit 30 March 2009 and not, for the purposes of the Articles, its actual date of issue; (c) in relation to each E10 Corporate Unit 26 March 2010 and not, for the purposes of the Articles, its actual date of issue; and (d) in relation to each D Corporate Unit, the date on which such Corporate Unit is first issued or transferred to the Nominee on behalf of an Employee;
“A Corporate Unit”	an Ordinary Corporate Unit held by the A Corporate Unit Holder;
“A Corporate Units Holder”	Ameriprise Financial, Inc., or any successors or assigns thereof;
“Aggregate D Corporate Units	the notional amount derived by multiplying the number of D Corporate Units in issue as at the date for which FMV needs to be determined by 1/332,000,000 of the Value as at that date;
Notional Value” or “ADNV”	
“Bad Leaver”	any employee who ceases to be an Employee for any reason whatsoever prior to: a) in respect of D Corporate Units, the day specified in sub-clause (a) of the definition of D Vesting Date; and b) in respect of Series Corporate Units, the applicable Usufruct Dividend Transfer Date; whether, in either case, such cessation occurs lawfully or not, other than circumstances in which he would be a D Good Leaver or a Series Good Leaver (as the case may be);
“Bad Leaver/Very Bad Leaver Option Price”	Nominal Value per Corporate Unit;
“Beneficial Interest”	all that the beneficial interest and entitlement in D Corporate Units and Series Corporate Units from time to time other than any subsisting rights or interests reserved to the Usufructur in accordance with Article 8;
“Beneficial Owner”	in respect of a D Corporate Unit and/or a Series Corporate Unit, the person who owns the Beneficial Interest therein from time to time (being in relation to Beneficial Interests of Employees, former Employees and Spouses, the individual for whom the Nominee is holding the Legal Title of such Corporate Unit as nominee);
“Blocked Period”	in respect of Series Corporate Units, other than those of: (a) a Deceased Series Leaver; (b) a Bad Leaver who is not a Vested Series Good Leaver in respect of those Series Corporate Units; (c) a Very Bad Leaver: the period beginning on the earlier of: (i) the Usufruct Dividend Transfer Date applicable to that class of Series Corporate Units; and (ii) the Cessation Date of a Series Good Leaver (unless a Deceased Series Leaver) or Vested Series Good Leaver;

	and ending (in either case) on 1 March next following the Usufruct Dividend Transfer Date applicable to that class of Series Corporate Units;
“Board”	the board of managers of the Company or a duly constituted subcommittee of the Board pursuant to Article 20 of the Articles of Association or, in respect of Articles 9 and 10, a committee appointed by the Board for the purpose of operating and administering such Articles;
“Board’s Committee(s)”	duly constituted subcommittees designated by the Board or, in respect of Articles 9 and 10, a committee appointed by the Board for the purpose of operating and administering such Articles. The Board may appoint and remove members of any such committee or committees as it determines from time to time;
“Business Day”	any day from Monday to Friday inclusive which is not a statutory bank holiday in Luxembourg;
“Cessation Date”	the date on which an Employee ceases to be an Employee;
“Company”	Threadneedle Asset Management Holdings Sàrl;
“Companies’ Law”	the Luxembourg law of August 10, 1915 on commercial companies, as amended;
“Control”	in the meaning of article 309 of the Companies’ Law, the direct or indirect holding of the majority of voting rights in the Company or the direct or indirect power to exert a predominant influence on the Company;
“Corporate Units”	the corporate units of the Company within the meaning of article 179 of the Companies Law collectively or separately as the context may require;
“Corporate Units Holder”	a holder of Corporate Units (which, as the context requires, means the Nominee holding the Legal Title of a Corporate Unit on behalf of the Beneficial Owner and/or the Beneficial Owner of that Corporate Unit);
“Corporate Units’ Purchase Agreement”	a Corporate Units purchase and transfer agreement under the form of a private deed entered into between the seller/transferor and the purchaser/transferee of Corporate Units of the Company in conformity with the Companies’ Law and governed by Luxembourg law;
“Date of Receipt”	subject to evidence of the contrary: (a) three Business Days after the day of sending of any notice in accordance with the Articles in course of post; or (b) the Business Day of sending any notice in accordance with the Articles by way of electronic mail during normal business hours (9am to 5.30pm) in the United Kingdom or the next following Business Day in the event that the day of sending electronic mail is not a Business Day or the e mail is sent outside normal United Kingdom business hours on the preceding Business Day; or (c) the Business Day on which details of any notice or information in accordance with the Articles is entered onto the Share Plan Website and access (including any relevant password) has been provided or made available to a person interested in such notice or information, or the next following Business Day in the event that either the day of the provision of access details and/or access availability is not a Business Day or the provision of access details and/or access availability are first provided outside normal business hours on a Business Day;
“D Corporate Units”	the issued D Corporate Units in the corporate capital of the Company;
“Deceased Series Leaver”	a Beneficial Owner of Series Corporate Units who ceases Employment as a result of his death;
“D Good Leaver”	a Beneficial Owner of D Corporate Units (other than a Vested D Good Leaver) who ceases to be an Employee for one of the following reasons prior to the date specified in sub-clause (a) of the definition of D Vesting Date: (a) disability within the meaning of section 1 of the Disability Discrimination Act 1995 of the United Kingdom; (b) redundancy within the meaning of section 139 of the Employment Rights Act 1996 of the United Kingdom; (c) retirement at the normal retirement age; (d) early retirement with the agreement of the company; which employs him; or (e) death;
“D Good Leaver Put Option Period”	prior to a Listing: a) where a Beneficial Owner of D Corporate Units is a D Good Leaver or a Vested D Good Leaver in respect of those D Corporate Units, at the election of such Beneficial Owner unless (c) below applies, either:

	(i) the period of 60 days beginning on and including the Cessation Date, unless the Cessation Date falls in January or February in a calendar year; or
	(ii) the D Put Option Period next following the Cessation Date unless the Cessation Date falls in January or February in a calendar year;
	(b) Where a Beneficial Owner of D Corporate Units is a D Good Leaver or a Vested D Good Leaver in respect of those D Corporate Units, whose Cessation Date falls in January or February in a calendar year at the election of such D Corporate Unit Holder unless (c) below applies, either:
	(i) the period of 60 days beginning on the date on which the Put Option Price for the next following D Put Option Period is announced; or
	(ii) the D Put Option Period in the calendar year next following the calendar year in which the Cessation Date falls;
	(c) Notwithstanding (a) and (b) above, in the event that the Cessation Date of such a Beneficial Owner is within the same calendar year as the calendar year in which the sixth anniversary of the Acquisition Date falls, then the Beneficial Owner shall not be able to elect as specified and the D Good Leaver Put Option Period shall be as specified in (i) of each of (a) and (b) save that the references to 60 days shall be deemed to be references to 30 days;
“D Put Option Period”	prior to a Listing the period of 30 days beginning on each D Put Option Period Commencement Date;
“D Put Option Period Commencement Date”	prior to a Listing: (a) the day that is seven (7) calendar days after the day on which the general meeting of the Company’s Corporate Unit Holders approve the Accounts for the previous financial year; or if later (b) the day that is seven (7) calendar days after the date on which the Put Option Price as at 28 February (or 29 February in the case of bissextile years) in a calendar year is determined;
“D Good Leaver Put Option Price”	prior to a Listing: (a) in respect of each D Corporate Unit in respect of which the T Purchase Date occurs prior to the sixth anniversary of the 1 st July immediately following its Acquisition Date, 1/332,000,000 of the Value as at (i) for a Beneficial Owner who is a D Good Leaver or a Vested D Good Leaver who has: (aa) either elected under (a) (i) of the definition of D Good Leaver Put Option Period or where (c) of that definition applies, the Value as at 28 February (or 29 February in the case of bissextile years) immediately preceding the Cessation Date; or (bb) elected under (a) (ii) of the definition of D Good Leaver Put Option Period, the Value as at 28 February (or 29 February in the case of bissextile years) next following the Cessation Date; or (cc) elected under (b) (i) of the definition of D Good Leaver Put Option Period or where (c) of that definition applies, the Value as at 28 February (or 29 February in the case of bissextile years) in the calendar year in which the Cessation Date falls; or (dd) elected under (b) (ii) of the definition of D Good Leaver Put Option Period, the Value as at 28 February (or 29 February in the case of bissextile years) in the calendar year next following the calendar year in which the Cessation Date falls; (b) in respect of each D Corporate Unit in respect of which the T Purchase Date occurs on or after the sixth anniversary of the 1 st July immediately following its Acquisition Date, the Nominal Value;
“D Vesting Date”	in respect of each D Corporate Unit the earlier of: (a) the third anniversary of 28 February in the calendar year in which the Acquisition Date of that D Corporate Unit falls; and (b) the Cessation Date of a Good Leaver who is the Beneficial Owner of that D Corporate Unit;
“E09 Corporate Units”	the issued E09 Corporate Units in the corporate capital of the Company;
“E10 Corporate Units”	the issued E10 Corporate Units in the corporate capital of the Company;
“Employee”	any employee or manager of the Company or a Subsidiary of the Company and the expression “Employment” and related expressions shall have a similar meaning;
“Employee Corporate Unit Series”	collectively such of the E09 and E10 Corporate Units and any further classes of Corporate Units which may be issued from time to time in accordance with Article

	5.3 (but for the avoidance of doubt not including D Corporate Units) to the Nominee on behalf of Employees (as Beneficial Owners) after the date of adoption of the Articles as are in issue from time to time (whether held by or on behalf of Employees or former Employees or the Spouses of Employees or Former Employees or not);
“FMV”	on any date prior to a Listing for which FMV of a Series Corporate Unit is to be determined, the result of the following formula: $FMV = (V - ADNV) / (Total\ CU - DCU)$ Where: (a) “V” is the Value as at that date; (b) “ADNV” is the Aggregate D Corporate Units Notional Value as at that date; (c) “Total CU” is the total number of Corporate Units (for the avoidance of doubt including Corporate Units of all classes other than the T Corporate Unit) in issue at that date; and (d) “DCU” is the total number of D Corporate Units in issue at that date;
“Series Good Leaver”	a Beneficial Owner of Series Corporate Units who ceases to be an Employee prior to the Usufruct Dividend Transfer Date for one of the following reasons: (a) disability within the meaning of section 1 of the Disability Discrimination Act 1995 of the United Kingdom; (b) redundancy within the meaning of section 139 of the Employment Rights Act 1996 of the United Kingdom; (c) retirement with the agreement of the company which employs him; or (d) death.
“Good Leaver Put Exercise Notice”	prior to a Listing, a notice served by a Beneficial Owner who is a D Good Leaver or Series Good Leaver or a Vested D Good Leaver or a Vested Series Good Leaver in respect of Vested Corporate Units in accordance with Article 9.2 or Article 10.1 (as the context requires);
“in writing”	includes typing, printing and other modes of representing or reproducing words in a legible form capable of being reproduced on paper, and expressions referring to in writing are construed accordingly;
“Leaver”	a D Good Leaver, a Vested D Good Leaver, a Series Good Leaver, a Vested Series Good Leaver, a Bad Leaver or a Very Bad Leaver as the context requires;
“Legal Title”	the legal title (nue-propriété) of Corporate Units being all rights and interests kept by the Corporate Unit Holder over their Corporate Units other than any rights and interests reserved in respect of those Corporate Units to the Usufruct in accordance with Articles 7 and 8;
“Listing”	subject to the prior fulfillment of the Luxembourg legal requirements, the admission of Corporate Units of any class of the corporate capital of the Company (or of ordinary shares in a company established by the Company for the purpose of such admission) to the official list of a listing authority;
“Nominal Value”	the nominal value per Corporate Unit set out in the Articles of Association of the Company;
“Nominee”	a Corporate Unit Holder whose holding of Corporate Units is held on behalf of an Employee, former Employee or the Spouse of either as nominee and bare trustee;
“Ordinary Corporate Units”	as used in these Articles, means the Ordinary Corporate Units representing the corporate capital of the Company, (comprising the A Corporate Units, the D Corporate Units, the E09 Corporate Units, the E10 Corporate Units, the T Corporate Unit and any further ordinary Corporate Units which may be issued in accordance with Article 5.3) which are from time to time in issue, collectively or separately as the context may require;
“Parent”	has the meaning given in article 309 of the Companies’ Law;
“Personal Representatives”	the legal personal representatives of a person (being either the executors of his will to whom a valid grant of probate has been made or, if he dies intestate, the duly appointed administrator(s) of his estate or such other person unanimously approved by the Board) who have provided to the Company evidence of their appointment as such;
“Put Exercise Notice”	prior to a Listing, the notice or notices served by a Beneficial Owner of: (a) D Corporate Units who is not a Leaver in accordance with Article 9.1; or (b) Series Corporate Units in accordance with Article 10.1;
“Put Option Price”	prior to a Listing, in respect of each:

	(a) D Corporate Unit other than a D Corporate Unit held for a Leaver, 1/332,000,000 of the Value as at the 28 February (or 29 February in the case of bissextile years) immediately preceding the service of a Put Exercise Notice;
	(b) each Series Corporate Unit other than one held for a Deceased Series Leaver, FMV as at the 28 February (or 29 February in the case of bissextile years) immediately preceding the end of the relevant Blocked Period;
“Series Corporate Unit”	a Corporate Unit comprised in the Employee Corporate Unit Series and the words “Series Corporate Unit Holder”, “Vested Series Corporate Unit” and related expressions shall be construed accordingly;
“Series Good Leaver Vesting Date”	the Cessation Date of a Beneficial Owner of Series Corporate Units who is a Good Leaver;
“Series Put Option Periods”	prior to a Listing, in respect of a Series Corporate Unit other than one held for a Deceased Series Leaver, the following periods: (a) the period beginning on 17 March in the calendar year in which the Blocked Period attributable to that Series Corporate Unit ends or such earlier date (not being earlier than 2 March in that calendar year) or later day in March of that calendar year as the Board may by notice in writing specify and ending on (but including) 24 March or such earlier or later day (not being later than 4 April in that calendar year) as the Board may by notice in writing specify; and (b) the period beginning on 6 April in the calendar year in which the Blocked Period attributable to that Series Corporate Unit ends and ending on (but including) 10 April in that calendar year or such later date (not being later than 15 April in that calendar year) as the Board may by notice in writing specify;
“Series Vesting Date”	in respect of a Series Corporate Unit the earlier of: (a) the applicable Usufruct Dividend Transfer Date (being 30 August in the calendar year in which the second anniversary of the Acquisition Date in respect of the relevant class of Series Corporate Units falls); and (b) the Series Good Leaver Vesting Date;
“Share Plan Website”	the online share administration system through which information in relation to matters in respect of Corporate Units held by the Nominee on behalf of Beneficial Owners is made available and through or via which Beneficial Owners and/or the Nominee and/or the T Corporate Unit Holder and/or the Board may serve notices in accordance with the Articles;
“Spouse”	a husband or wife of a Beneficial Owner or a partner of a Beneficial Owner where “partner” has the meaning ascribed to it in the Civil Partnership Act 2004 of the United Kingdom;
“Subsidiary”	as defined by article 309 of the Companies’ Law;
“T Call Notice”	a notice served by the T Corporate Unit Holder in accordance with Articles 9 or 10;
“T Call Option Period”	(a) prior to a Listing: (i) in respect of each Vested D Corporate Unit of a Beneficial Owner who is an Employee (and not a Leaver), the ongoing period beginning on the last day of the D Put Option Period in the calendar year in which the sixth anniversary of the Acquisition Date falls; (ii) in respect of each Vested D Corporate Unit of a former Employee Beneficial Owner who is a D Good Leaver or a Vested D Good Leaver: (aa) if (c) of the definition of D Good Leaver Put Option applies the ongoing period beginning on the first day of the D Good Leaver Put Option Period in (a)(i) or (b)(i) of the definition thereof as applicable; or (bb) in any other case the ongoing period beginning on the first day of the D Good Leaver Put Option Period in (a)(ii) or (b)(ii) of the definition thereof as applicable; (iii) in respect of each Vested Series Corporate Unit other than one held for a Deceased Series Leaver the ongoing period beginning on 6 April in the calendar year in which the Blocked Period attributable to that Vested Series Corporate Unit ends or such earlier date (but not earlier than 2 March in that calendar year) as the Board may by notice in writing specify; (iv) in respect of a Vested Series Corporate Unit held for a Deceased Series Leaver the ongoing period beginning on the date of his death; (b) before and after a Listing: (i) in respect of a D Corporate Unit of a former Employee Beneficial Owner who is:

	<p>(aa) a Bad Leaver whose Cessation Date preceded the day specified in (a) of the definition of D Vesting Date in respect of that D Corporate Unit;</p> <p>(bb) a Very Bad Leaver (regardless of the Cessation Date) the ongoing period beginning on the Cessation Date;</p> <p>ii) in respect of a Series Corporate Unit of a Beneficial Owner who is:</p> <p>(aa) a Bad Leaver whose Cessation Date preceded the applicable Usufruct Dividend Transfer Date in respect of that Corporate Unit;</p> <p>(bb) a Very Bad Leaver (regardless of the Cessation Date or whether the individual is a Leaver)</p> <p>the ongoing period beginning on the earlier of the Cessation Date and the date on which an Employee becomes a Very Bad Leaver within sub clause (b) of the definition of Very Bad Leaver;</p>
“T Call Option Price”	<p>(a) prior to a Listing:</p> <p>(i) in respect of a Vested D Corporate Unit of a Beneficial Owner who is not a Leaver;</p> <p>(aa) if a T Call Notice is served prior to 1 July in the calendar year in which the sixth anniversary of the Acquisition Date of that Vested D Corporate Unit falls, 1/332,000,000 of the Value as at 28 February (or 29 February if it is a bissextile year) in that calendar year; or</p> <p>(bb) if a T Call Notice is served on or after 1 July in the calendar year in which the sixth anniversary of the Acquisition Date falls, Nominal Value;</p> <p>(ii) in respect of a Vested D Corporate Unit of a Beneficial Owner who is a D Good Leaver or a Vested D Good Leaver the relevant D Good Leaver Put Option Price for the D Good Leaver Put Option Period in respect of which the relevant T Call Option Period specified in (b) of the definition thereof begins;</p> <p>(iii) in respect of each Vested Series Corporate Unit (of any class) of a Beneficial Owner who is an Employee (but not a Very Bad Leaver) or is a Series Good Leaver (including a Deceased Series Leaver) or a Vested Series Good Leaver (but in the case of a Vested Series Good Leaver only in respect of Series Corporate Units which had Vested prior to his Cessation Date), FMV as at 28 February (or 29 February in the case of bissextile years) immediately preceding the service of a T Call Notice in respect of such Vested Series Corporate Units;</p> <p>(b) before and after a Listing, in respect of each Corporate Unit (of any class) of a Beneficial Owner who is a Bad Leaver (subject to the proviso below) or a Very Bad Leaver, Nominal Value (provided in the case of a Bad Leaver who is not and does not become a Very Bad Leaver, Nominal Value shall be the T Call Option Price only in respect of his D Corporate Units or Series Corporate Units which had not already Vested prior to his Cessation Date);</p>
“T Corporate Unit Holder”	the holder of the T Corporate Unit from time to time;
“T Corporate Unit”	the Corporate Unit described in Article 7;
“Termination for Cause”	<p>means the cessation of Employment of an Employee as a result of:</p> <p>(a) the willful and continued failure of that Employee to perform substantially his duties with the Company or Subsidiary of the Company (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to that Employee by the Company or the Subsidiary of the Company which employs that Employee that specifically identifies the alleged manner in which that Employee has not substantially performed his duties; or</p> <p>(b) the willful engaging by that Employee in illegal conduct or gross misconduct that is materially and demonstrably injurious to the Company or any Subsidiary or Parent of the Company.</p> <p>For the purposes of the above no act or failure to act on the part of an Employee shall be considered “willful” unless it is done, or omitted to be done, by that Employee in bad faith or without reasonable belief that his action or omission was in the best interests of the Company or any Subsidiary or Parent of the Company;</p>
“T Purchase Date”	the date on which the T Corporate Unit Holder purchases a Corporate Unit as specified in and in accordance with Articles 9 or 10;
“UK”	the United Kingdom of Northern Ireland and Great Britain;
“Usufructor”	Ameriprise Financial, Inc., or any transferees, successors or assigns thereof;
“Usufruct Dividend Transfer Date”	in respect of a Series Corporate Unit, 30 August in the calendar year in which the second anniversary of the Acquisition Date in respect of the relevant class of Series Corporate Units falls;

“Value”	prior to a Listing, the value of the Company determined by an independent expert appointed by the Board;
“Very Bad Leaver”	<p>(a) any person who ceases to be an Employee prior to the T Purchase Date (whether before or after the relevant D Vesting Date or Series Vesting Date attributable to his Corporate Units) as a result of Termination for Cause; or</p> <p>(b) In respect of any class of Series Corporate Units a person (whether still in Employment or not) who:</p> <p>(i) is sentenced by a Court (whether of Luxembourg, the United Kingdom or any other country) to a custodial sentence (which shall for these purposes include a suspended custodial sentence) as a result of conduct relating to his Employment or former Employment; or</p> <p>(ii) is disciplined for a serious failure by a competent authority in relation to investments and/or related regulatory and compliance matters relating to his Employment or former Employment; in the case of (i) or (ii) before the earlier of:</p> <p>(aa) the T Purchase Date; and</p> <p>(bb) the day preceding the fifth anniversary of the date of his actual acquisition (directly or via a Nominee) of Series Corporate Units of that class;</p>
“Vested Series Corporate Units Holder”	the Beneficial Owner of Vested Corporate Units comprised in the Employee Corporate Unit Series;
“Vested D Corporate Units Holder”	the Beneficial Owner of Vested D Corporate Units;
“Vested D Good Leaver”	<p>a Beneficial Owner of Vested D Corporate Units whose Employment ceases for any reason other than Termination for Cause and whose Cessation Date falls after the Vesting of D Corporate Units held by him as Beneficial Owner, provided that the Vested D Good Leaver provisions shall apply in respect of:</p> <p>(a) all of the D Corporate Units in respect of which he is Beneficial Owner if he ceased Employment (before or after the date specified in sub-clause (a) of the definition of D Vesting Date) for one of the reasons specified in sub clauses (a) to (e) of the definition of D Good Leaver; or</p> <p>(b) if he is a Bad Leaver (but not a Very Bad Leaver) such (if any) D Corporate Units in respect of which he is Beneficial Owner which had already Vested prior to his Cessation Date;</p>
“Vested Series Good Leaver”	<p>a Beneficial Owner of Series Corporate Units whose employment ceases for any reason other than Termination for Cause, who is not and does not become a Very Bad Leaver and whose Cessation Date falls after the Vesting of such Series Corporate Units, provided that the Series Good Leaver provisions shall apply in respect of all of such Series Corporate Units of which he is Beneficial Owner if he ceases Employment before the Usufruct Dividend Transfer Date for one of the reasons specified in sub clauses (a) to (e) of the definition of Series Good Leaver;</p>
“Vesting”	<p>in relation to:</p> <p>(a) a Series Corporate Unit the Beneficial Owner thereof being:</p> <p>(i) an Employee (and not a Very Bad Leaver who is still in Employment) on the Usufruct Dividend Transfer Date; or</p> <p>(ii) a Good Leaver in respect of that Series Corporate Unit;</p> <p>(b) a D Corporate Unit, the Beneficial Owner thereof becoming entitled to exercise his rights to sell his Beneficial Interest in that D Corporate Unit and to direct the Nominee to transfer the Legal Title thereof to the T Corporate Unit Holder in accordance with the provisions of these Articles;</p> <p>and the words “Vest” and “Vested” and related expressions shall be construed in relation to both (a) and (b) above accordingly.</p>

1.2. In the Articles, except insofar as the context otherwise requires:

- (a) words denoting the singular shall include the plural and vice versa;
- (b) words importing a gender shall include every gender;
- (c) references to a person shall include bodies corporate and unincorporated and any successors or assignees;
- (d) reference to any enactment or statutory provision shall be construed to include a reference to that enactment or provision as from time to time amended, re-enacted or replaced and shall include any subordinate legislation made under the enactment;
- (e) headings are provided for reference only and shall not be considered as part of the Articles; and

(f) a reference to writing or written form shall include any legible format capable of being reproduced on paper, irrespective of the medium used.

Title II. Form - Corporate Name - Duration - Registered Office - Corporate Object

Art. 2. Form - Corporate name - Duration.

2.1 Corporate Name

The Company is a société à responsabilité limitée under the name of Threadneedle Asset Management Holdings Sàrl, which will be governed by the laws of Luxembourg, in particular by the Companies' Law and by the present Articles of Association.

2.2 Duration

The Company is established for an unlimited period.

Art. 3. Registered Office - Transfer- Branches and Offices.

3.1 Registered office

The registered office of the Company is established in Luxembourg-City and the place of its central and effective management is in the Grand Duchy of Luxembourg.

3.2 Transfer of Registered Office

It may be transferred to any other place within Luxembourg-City by a resolution of the Board. It may be transferred to any other place in the Grand-Duchy of Luxembourg by a resolution of the general meeting of the Corporate Units Holders.

3.3 Branches and offices

Branches or other offices may be established either in Luxembourg or abroad by a resolution of the Board.

3.4 Provisional Transfer

If extraordinary events of a political, economic, or social nature, likely to impair the normal activity at the registered office or easy communication between that office and foreign countries shall occur, or shall be imminent, the registered office may be provisionally transferred abroad. Such temporary measure shall, however, have no effect on the nationality of the Company, which, notwithstanding such provisional transfer of the registered office, shall remain a Luxembourg company.

Art. 4. Corporate object.

The object of the Company is the taking of participating interests, in any form whatsoever, in other companies either Luxembourg or foreign, as well as the ownership, management and development of such participating interests.

The purpose of the Company is, in particular, the acquisition of any type of securities, whether negotiable or not, stock, bonds, debentures, notes and other securities, including those issued by any government or any other international, national or local authority, and of any rights attached thereto, either by way of purchase, contribution, subscription, option or in any other manner, as well as the transfer by sale, exchange or in any other manner. Moreover, the Company may proceed to the acquisition and development of patents and licences.

The Company may borrow in any form and proceed to the private issuance of bonds, convertible or non-convertible instruments of whatever kind and debentures. To the full extent permitted by law, the Company may grant any assistance, loan, advance or guarantee to the companies in which it has a direct or indirect participating interest, or to companies being part of the same group of companies as the Company.

The Company may further carry out all transactions pertaining directly or indirectly to the taking of participating interests in any form whatsoever in any enterprise or any private corporation as well as to the administration, management, control and development of these participating interests.

In general, the Company may carry out any commercial, industrial and financial operations, which it may deem useful to enhance or to supplement its purpose.

Title III. Corporate capital - Corporate Units

Art. 5. Corporate capital - Registration of the Corporate Units.

5.1 Issued and subscribed corporate capital

The issued and subscribed corporate capital of the Company is set at eight hundred ninety-five thousand two hundred thirty-two point eight hundred twenty-nine British Pounds Sterling (GBP 895,232.829), represented by eight hundred ninety-five million two hundred thirty-two thousand eight hundred twenty-nine Corporate Units (895,232,829), being the addition of.

Class of Corporate Units	Amount	Nominal value
A Ordinary Corporate Units	Eight hundred seventy-five million (875,000,000.-)	GBP 0.001
T Corporate Unit	One (1)	GBP 0.001
D Corporate Units	Five million one hundred forty-three thousand	GBP 0.001

	nine hundred thirteen (5,143,913)	
E09 Corporate Units	Ten million three hundred eighty-nine thousand six hundred thirty (10,389,630)	GBP 0.001
E10 Corporate Units	Four million six hundred ninety-nine thousand two hundred eighty-five (4,699,285)	GBP 0.001

5.2 Ordinary Corporate Units

The corporate capital of the Company is exclusively represented by Ordinary Corporate Units which may be under the form of A Corporate Units, the T Corporate Unit, D Corporate Units, E09 Corporate Units, E10 Corporate Units (both E09 and E10 classes representing such of the D Corporate Units issued in 2009 and 2010 respectively as have been reclassified following a reorganization of corporate capital) and any other denominated categories of Ordinary Corporate Units which may be issued from time to time hereafter.

5.3 Issuance of additional Ordinary Corporate Units

The corporate capital of the Company may be modified and new or new categories of additional Ordinary Corporate Units may be issued or created at any time by a decision of the sole A Corporate Units Holder or, in case of plurality of Corporate Units Holders, in compliance with article 199 of the Companies' Law.

5.4 Registration of the Corporate Units

Notwithstanding any specifications set out in these Articles of Association in respect for certain categories of Ordinary Corporate Units, the Corporate Units representing the corporate capital of the Company shall be registered in the Corporate Units' register held at the registered office of the Company.

Art. 6. A Corporate Units.

The A Corporate Units shall be held at any time by the A Corporate Units Holder which shall be fully entitled to all rights created by the holding of such A Corporate Units.

Art. 7. T Corporate Unit.

7.1. General

In addition to the A Corporate Units, and, as the case may be, the D Corporate Units, the E09 Corporate Units and the E10 Corporate Units and any new categories of Corporate Units which may be issued or created in accordance with Article 5.3, the Corporate Units representing the corporate capital of the Company may include one T Corporate Unit having a Nominal Value of GBP 0.001.

The T Corporate Unit shall be subject to the following specifications:

- the T Corporate Unit shall be split, as from its issuance, as between Legal Title on the one hand, and usufruct rights, on the other hand;
- the Company shall only issue the T Corporate Unit to the T Corporate Unit Holder and only upon terms that such person shall hold the T Corporate Unit as follows: as detailed in Articles 7.2 to 7.3 (inclusively), the dividend rights and the voting rights shall belong beneficially to the Usufructur until the transfer of the Usufructur's rights to the T Corporate Unit Holder, if at all. Subject to that transfer of usufruct to the T Corporate Unit Holder, the T Corporate Unit and all rights attaching thereto shall be held for and belong beneficially to the T Corporate Unit Holder; and
- In the absence of any express statutory provision to the contrary, any person subscribing to the T Corporate Unit shall be taken to subscribe to it subject to the abovementioned specifications and being more detailed hereafter.

The T Corporate Unit Holder shall, prior to a Listing, have an exclusive right and obligation to purchase the Legal Title (and related Beneficial Interest) of the D Corporate Units, the E09 Corporate Units, the E10 Corporate Units and any new class or classes of Series Corporate Units issued or created in accordance with Article 5.3 except in respect of Article 11.5 (drag-along rights)..

7.2. Legal title

In accordance with the terms of issue as mentioned in Article 7.1 above, Legal title of the T Corporate Unit shall belong to the T Corporate Unit Holder.

The T Corporate Unit will be subscribed and fully paid-in at issuance by the subscribing T Corporate Unit Holder.

7.3. Usufruct

In accordance with the terms of issue as mentioned in Article 7.1 above, usufruct on the T Corporate Unit shall belong to the Usufructur. At all times and during the whole lifetime of the Company, usufruct on the T Corporate Unit shall entitle the Usufructur to the exclusive right to any and all payment of dividends or rights to dividends declared or distributed by the Company as well as to any other pecuniary rights generated by any kind of profit, income or revenue due to the Company's Corporate Units Holders or distributed by the Company to the Company's Corporate Units Holders. In all respects, such pecuniary rights belonging to the Usufructur shall rank *pari passu* with the same rights applying to the A Corporate Units in favor of the A Corporate Units Holder.

At all times during the whole lifetime of the Company, the Usufructur shall exclusively possess and be entitled to enjoy any and all voting rights in the Company in relation to the T Corporate Unit. In all respects, such voting rights belonging

to the Usufruct shall rank *pari passu* with the same rights applying to the A Corporate Units in favor of the A Corporate Units Holder.

In case of winding-up of the Company, the usufruct on the T Corporate Unit shall survive and the T Corporate Unit Holder shall only be entitled to the repayment of the Nominal Value of the T Corporate Unit and shall not benefit from any portion of the liquidation surplus. The liquidation surplus which would have been normally allocated to the T Corporate Unit Holder (in the absence of split between Legal Title and usufruct) shall belong beneficially to the Usufruct.

In case of a Listing, the usufruct on the T Corporate Unit shall be transferred automatically and for no consideration to the T Corporate Unit Holder whom shall then possess and be entitled to enjoy the full ownership rights (being the addition of Legal Title and usufruct) on the T Corporate Unit.

In case of any events which would trigger the automatic lapse of the usufruct on the T Corporate Unit by virtue of the law, such as in the event of a merger between the Usufruct and another legal entity in which the Usufruct does not survive, then, in compliance with article 595 of the Luxembourg Civil Code, the Usufruct shall, before the lapse of the usufruct occurs, transfer or donate its usufructs' rights to such person or entity as the Usufruct designates.

7.4. Registration of the T Corporate Unit

The T Corporate Unit shall be registered in the Corporate Units register of the Company as follows:

- Legal Title shall be registered in the name and address of the T Corporate Unit Holder in its capacity as holder of the Legal Title over the T Corporate Unit; and
- usufruct shall be registered in the name and address of the Usufruct.

Art. 8. D Corporate Units, and the Employee Corporate Unit Series.

8.1. Scope

Article 8 shall apply to D Corporate Units and to the Employee Corporate Unit Series (as defined in Article 1, comprising E09 Corporate Units, E10 Corporate Units and any other classes of Corporate Units which may be issued or created in accordance with Article 5.3 to the Nominee for and on behalf of the Employees

8.2. General

In addition to the A Corporate Units and, as the case may be, the T Corporate Unit, the Corporate Units representing the corporate capital of the Company may include D Corporate Units having a Nominal Value of GBP 0.001 each, E09 Corporate Units having a Nominal Value of GBP 0.001 each, E10 Corporate Units having a Nominal Value of GBP 0.001 each (both E09 and E10 classes representing such of the D Corporate Units issued in 2009 and 2010 respectively as have been reclassified following a reorganization of corporate capital) and other classes of Corporate Units which may be issued or created in accordance with Article 5.3 and issued and transferred to the Nominee for and on behalf of Employees.

The Legal Title in respect of all D Corporate Units and all Series Corporate Units shall be registered in and held by the Nominee (for and on behalf of, as the case may be, Employees, former Employees or the Spouses of Employees or former Employees in each case as Beneficial Owners subject only to the usufruct rights specified in this Article 8) until such time as there is a transfer by the Nominee of the Legal Title to the T Corporate Unit Holder in accordance with Article 9 or 10.

The Beneficial Interest in all D Corporate Units and all Series Corporate Units shall, subject only to the usufruct interests and rights specified in this Article 8 belong beneficially to the Employee, former Employee or the Spouse of either for whom the Nominee is holding the Legal Title as nominee until such time as there is a transfer of the Beneficial Interest in such Corporate Units by the Beneficial Owner to the T Corporate Unit Holder in accordance with Article 9 or 10.

8.2.1 The D Corporate Units shall be subject to the following specifications:

- each of the D Corporate Units shall be split, as from their issuance, as between Legal Title on the one hand, and usufruct rights, on the other hand;

- the Company shall only issue D Corporate Units to the Nominee for an Employee, and only upon terms that the Nominee shall hold:

- the D Corporate Units as follows: as detailed in Articles 8.3 to 8.5 (inclusively), the dividend rights and the voting rights (save only any voting rights in accordance with Article 11.1.1 arising in respect of a class meeting relating to D Corporate Units at which a resolution effecting an adverse variation(s) of the class rights of the D Corporate Units is proposed) shall belong beneficially to the Usufruct until the transfer of the Usufruct's rights to the Beneficial Owner of D Corporate Units (or as the case may be to the D Corporate Units Holders), if at all. Subject only to those usufruct rights the Beneficial Interest in the D Corporate Units and all rights attaching thereto shall be held for and belong beneficially to the Employee or former Employee for whom the Nominee is acting as nominee until such time as there is a transfer of the Beneficial Interest in the D Corporate Units by the Beneficial Owner to the T Corporate Unit Holder in accordance with Article 9; and

- in the absence of any express statutory provision to the contrary, any person subscribing to D Corporate Units shall be taken to subscribe to them subject to the abovementioned specifications and being more detailed hereafter.

8.2.2 The Series Corporate Units shall be subject to the following specifications

- each of the Series Corporate Units shall be split, as from their issuance, as between Legal Title on the one hand, and usufruct rights, on the other hand;

- the Company shall only issue Series Corporate Units to the Nominee for an Employee, and only upon terms that the Nominee shall hold:

- such Series Corporate Units as follows: as detailed in Articles 8.3 to 8.5 (inclusively), the voting rights (save only any voting rights in accordance with Article 11.1.2 arising in respect of a class meeting relating to a class of Series Corporate Units at which a resolution effecting an adverse variation(s) of the class rights of that class of Series Corporate Units is proposed) shall belong beneficially to the Usufructur until the transfer of the Usufructur's voting rights to such Series Corporate Units Holders, if at all. The dividend rights in respect of each such Series Corporate Unit shall belong beneficially to the Usufructur until the earlier of (i) the transfer of the Usufructur's dividend rights to the Series Corporate Unit Holder or as the case may be to the Beneficial Owners of the Series Corporate Unit Holders in accordance with Article 8.5.2 (a) or Article 8.5.2.(b) and (ii) the Usufruct Dividend Transfer Date. Subject only to those usufruct interests and rights the Beneficial Interest in the Series Corporate Units and all rights attaching thereto shall be held for and belong beneficially to the Employee or former Employee or the Spouse of either for whom the Nominee is acting as nominee until such time as there is a transfer of the Beneficial Interest in the Series Corporate Units by the Beneficial Owner to the T Corporate Unit Holder in accordance with Article 10; and

- In the absence of any express statutory provision to the contrary, any person subscribing to Series Corporate Units shall be taken to subscribe to them subject to the abovementioned specifications and being more detailed hereafter.

8.3. Legal title

In accordance with the terms of issue as mentioned in Article 8.2 above, Legal Title of the D Corporate Units and the Series Corporate Units shall be registered in the name of the Nominee for and on behalf of the Beneficial Owners of the D Corporate Units and the relevant Series Corporate Units respectively.

The D Corporate Units and the Series Corporate Units will be subscribed and fully paid-in at issuance by the Nominee as subscribing D Corporate Units Holder and as subscribing Series Corporate Unit Holder respectively.

Legal Title and the Beneficial Interest on and in the D Corporate Units will be subject to the rights and restrictions set out in Article 9 below

Legal Title and the Beneficial Interest on and in each Series Corporate Unit will be subject to the rights and restrictions set out in Article 10 below.

8.4. Usufruct

8.4.1 D Corporate Units

In accordance with the terms of issue as mentioned in Article 8.2.1 above, usufruct on the D Corporate Units shall belong to the Usufructur.

At all times and during the whole lifetime of the Company, however subject to the rights set out in Articles 8.5.1 and 9 below, usufruct on the D Corporate Units shall entitle the Usufructur to the exclusive right to any and all payment of dividends or rights to dividends declared or distributed by the Company as well as to any other pecuniary rights generated by any kind of profit, income or revenue due to the Company's Corporate Units Holders or distributed by the Company to the Company's Corporate Units Holders other than any rights to capital such as, without prejudice to the generality of the foregoing, rights issues, rights offers, bonus issues, return of capital and rights on demerger, such rights to capital being reserved, via the Nominee, to the Beneficial Owners of D Corporate Units. In all respects, the relevant pecuniary rights belonging to the Usufructur shall rank *pari passu* with the same rights applying to the A Corporate Unit in favor of the A Ordinary Units Holder.

At all times during the whole lifetime of the Company, however subject to the rights set out in Articles 8.5.1 and 9 below, the Usufructur shall exclusively possess and be entitled to enjoy any and all voting rights in the Company in relation to the D Corporate Units (save only any voting rights in accordance with Article 11.1.1 arising in respect of a class meeting relating to D Corporate Units at which a resolution effecting an adverse variation(s) of the class rights of the D Corporate Units is proposed). In all respects, such voting rights belonging to the Usufructur shall rank *pari passu* with the same rights applying to the A Corporate Units in favor of the A Corporate Units Holder.

In case of any events (other than those specified in Article 8.5.1 below) which would trigger the automatic lapse of the usufruct on the D Corporate Units by virtue of the law, such as in the event of a merger between the Usufructur and another legal entity in which the Usufructur does not survive, then, in compliance with article 595 of the Luxembourg Civil Code, the Usufructur shall, before the lapse of the usufruct occurs, transfer or donate its usufructs' rights to such person or entity as the Usufructur designates.

8.4.2 Series Corporate Units

In accordance with the terms of issue as mentioned in Article 8.2.2 above, usufruct on Series Corporate Units shall, prior to the relevant Usufruct Dividend Transfer Date belong to the Usufructur.

(a) At all times prior to the Usufruct Dividend Transfer Date of a Series Corporate Unit during the lifetime of the Company, however subject to the rights set out in Articles 8.5.2 and 10 below, usufruct on that Series Corporate Unit shall entitle the Usufructur to the exclusive right to any and all payment of dividends or rights to dividends declared or distributed by the Company as well as to any other pecuniary rights generated by any kind of profit, income or revenue

due to the Company's Corporate Units Holders or distributed by the Company to the Company's Corporate Units Holders. In all respects, subject to sub- Article (c) below, the relevant pecuniary rights belonging to the Usufruct shall rank *pari passu* with the same rights applying to the A Corporate Units in favor of the A Corporate Units Holder;

(b) On and after the Usufruct Dividend Transfer Date of a Series Corporate Unit, such Series Corporate Unit shall automatically in respect of dividend rights cease to be split between Legal Title and usufruct rights such that the Beneficial Owners of Series Corporate Units, via the Nominee, shall be entitled on and after the Usufruct Dividend Transfer Date to the exclusive right to any and all payment of dividends or rights to dividends declared or distributed by the Company on or in respect of that Series Corporate Unit as well as to any other pecuniary rights generated by any kind of profit, income or revenue due on or in respect of that Series Corporate Unit or distributed by the Company to the Company's Corporate Units Holders;

(c) Notwithstanding sub-Article (a) above any rights to capital such as, without prejudice to the generality of the following, rights issues, rights offers, bonus issues, return of capital and rights on demerger shall be reserved, via the Nominee, to the Beneficial Owners of Series Corporate Units as from the date of issue of those Corporate Units;

(d) At all times (whether before or after the Usufruct Dividend Transfer Date) during the whole lifetime of the Company, however subject to the rights set out in Articles 8.5.2 and 10 below, the Usufruct shall exclusively possess and be entitled to enjoy any and all voting rights in the Company in relation to the Series Corporate Units (save only any voting rights in accordance with Article 11.1.2 arising in respect of a class meeting relating to a class of Series Corporate Units at which a resolution effecting an adverse variation(s) of the class rights of that class of Series Corporate Units is proposed). In all respects, such voting rights belonging to the Usufruct shall rank *pari passu* with the same rights applying to the A Corporate Units in favor of the A Corporate Units Holder;

(e) In case of any events (other than those specified in Article 8.5.2 below) which would trigger the automatic lapse of the usufruct on the Series Corporate Units by virtue of the law, such as in the event of a merger between the Usufruct and another legal entity in which the Usufruct does not survive, then, in compliance with article 595 of the Luxembourg Civil Code, the Usufruct shall, before the lapse of the usufruct occurs, transfer or donate its usufructs' rights to such person or entity as the Usufruct designates.

8.5 Transfer of usufruct

8.5.1 D Corporate Units

The Usufruct shall transfer automatically and for no consideration its usufruct's rights on the D Corporate Units to the person(s) then holding the Legal Title of the D Corporate Units at the earlier of the two following events:

(a) At the winding-up of the Company: the usufructs' rights (in respect of dividends and votes) on the D Corporate Units shall immediately be transferred by the Usufruct to the then holder(s) of the Legal Title of and over the D Corporate Units for no consideration and all such rights shall be held beneficially for the Beneficial Owners of such D Corporate Units and shall be dealt with in accordance with Article 26. However, the Usufruct shall remain entitled to any usufruct's rights over the D Corporate Units which may have been declared but not yet paid before the winding-up of the Company; and

(b) In the event of a Listing of the Company, the usufructs' rights (in respect of dividends and votes) on the D Corporate Units shall immediately and automatically be transferred by the Usufruct to the then D Corporate Units Holder(s) for no consideration and shall be held beneficially for the Beneficial Owners of such D Corporate Units, such D Corporate Units ranking *pari passu* with the A Corporate Units.

No such transfer of usufruct in respect of the D Corporate Units to the D Corporate Units Holders and/or to the Beneficial Owner of D Corporate Units under this Article 8.5.1 shall apply other than in the two situations listed above abovementioned or as otherwise mandated by applicable law.

8.5.2 Series Corporate Units

The Usufruct shall transfer automatically and for no consideration its usufruct's rights on Series Corporate Units to the person(s) then holding the Legal Title over the Series Corporate Units at the earliest of following events as follows:

(a) The Usufruct Dividend Transfer Date of such Series Corporate Units in respect (only) of the dividend and related rights as specified in Article 8.4.2 (a);

(b) At the winding-up of the Company: the usufructs' rights (both in respect of dividends and voting) on such Series Corporate Units shall immediately be transferred by the Usufruct to then holder(s) of the Legal Title of and over the Series Corporate Units for no consideration and all such rights shall be held beneficially for the Beneficial Owners of such Series Corporate Units and dealt with in accordance with Article 26. However, the Usufruct shall remain entitled to any usufruct's dividend rights over Series Corporate Units which may have been declared but not yet paid before the winding-up of the Company; and

(c) In the event of a public Listing of the Company, the usufructs' rights (both in respect of dividends and voting) on Series Corporate Units shall immediately and automatically be transferred by the Usufruct to the then Series Corporate Units Holders for no consideration and all such rights shall be held beneficially for the Beneficial Owners of such Series Corporate Units, such Series Corporate Units ranking *pari passu* with the A Corporate Units.

No such transfer, or in the case of (a) above, partial transfer of usufruct in respect of Series Corporate Units to the Series Corporate Units Holders under this Article 8.5.2 shall apply other than in the three situations listed above abovementioned or as otherwise mandated by applicable law and then only to the extent specified in the relevant sub Article.

8.6. Registration of the D Corporate Units and Series Corporate Units

The D Corporate Units and Series Corporate Units shall be registered in the Corporate Units register of the Company as follows.

In case the rights over such Corporate Units are split into Legal Title and usufruct, Legal Title shall be registered in the name and address of the respective holders of the Legal Title on the relevant Corporate Units and usufruct shall be registered in the name and address of the Usufructuror. On and following the Usufruct Dividend Transfer Date in respect of a Series Corporate Unit the transfer of the usufruct in respect of dividend rights on such Series Corporate Unit shall be noted in the register. In all other cases only the identity and address of such Series Corporate Units Holders shall be recorded in the Corporate Units' register with respect to the relevant class of Corporate Units.

Art. 9. Rights and Obligations relating to the Legal Title (and related underlying Beneficial Interests (other than subsisting usufruct rights) of the D Corporate Units.

9. Scope

Prior to a Listing, Article 9 in its entirety shall apply to D Corporate Units. On and after a Listing, Article 9.1.2 to Article 9.3.1.3 (inclusive) shall not apply and in lieu thereof Article 9.5 shall apply. Articles 9.3.2 to Article 9.4 (inclusive) shall apply before and after a Listing save that Articles 9.3.3 and 9.4 shall apply only in relation to D Corporate Units which are subject to Article 9.3.2.

For the avoidance of any doubt, all references in Article 9 to the Beneficial Interest in D Corporate Units held by a Beneficial Owner shall not include any subsisting usufruct rights in respect of such D Corporate Units.

9.1. Vesting and transfer of the Legal Title on the D Corporate Units (before cessation of employment of the Beneficial Owner of D Corporate Units)

9.1.1. Legal Title on all of the D Corporate Units to be issued or transferred to the

Nominee for and on behalf of an Employee and the Beneficial Interest therein shall Vest on the D Vesting Date applicable to those D Corporate Units.

9.1.2. On or before each D Put Option Period Commencement Date, the Board shall calculate the Put Option Price of all Vested D Corporate Units and shall, normally via an entry on the Share Plan Website, provide details to the Beneficial Owners of such Vested D Corporate Units of the Put Option Price in respect of the applicable Vested D Corporate Units .

The T Corporate Unit Holder shall purchase, at the Put Option Price, the Legal Title and Beneficial Interest of each D Corporate Unit referred to in a Put Exercise Notice properly served and received during any D Put Option Period.

9.1.3. Put Exercise Notice

9.1.3.1. Dates of Put Exercise Notice

Subject to Article 9.2, a Beneficial Owner of D Corporate Units who is not a Leaver shall be entitled, during any D Put Option Period commencing prior to the sixth anniversary of 1st July, following their Acquisition Date, to serve up to four Put Exercise Notices in writing to the T Corporate Unit Holder to purchase the Legal Title and Beneficial Interest of some or all of his Vested D Corporate Units.

9.1.3.2. Form of the Put Exercise Notice

A Put Exercise Notice shall be in such form as the Board shall specify from time to time, and in the absence of such specification shall be as stated and required on and by the Share Plan Website.

9.1.3.3 (A). Formalities and documentation relating to the Put Exercise Notice

Each Put Exercise Notice in the required format shall indicate the number of the Vested D Corporate Units which the Beneficial Owner of the D Corporate Units wishes to sell to the T Corporate Unit Holder (together with the related transfer of the Legal Title by the Nominee to the T Corporate Unit Holder) and the date or dates (within the relevant D Put Option Period but not earlier than the Date of Receipt of the Put Exercise Notice) on which a sale or sales of such D Corporate Units are, subject to Article 9.1.3.6, to take effect in accordance with the Articles.

9.1.3.3 (B) Transfer of Vested D Corporate Units to a Spouse

A Beneficial Owner of D Corporate Units shall be entitled to include within and as part of the Put Exercise Notice a direction to the Nominee to henceforth hold all the Beneficial Interest in some or all of his Vested D Corporate Units for the benefit of and on behalf of his Spouse. Any such direction shall, subject only to Article 9.1.3.6, take effect on the Date of Receipt of the Put Exercise Notice.

A Put Exercise Notice which includes a Spousal transfer shall indicate the respective number of (i) the Vested D Corporate Units in respect of which the Beneficial Interest therein is, as from the Date of Receipt of the Put Exercise Notice, to be held by the Nominee for the Spouse (as successor Beneficial Owner) and (ii) the Vested D Corporate Units (if any) subject to the Put Exercise Notice in respect of which the Beneficial Interest is still owned by the original Beneficial Owner. For the avoidance of doubt, Vested D Corporate Units for which the Beneficial Interest is transferred to the

Spouse shall be part of and subject to the Put Exercise Notice and subject to the sale obligations created by that Put Exercise Notice.

9.1.3.4. Date of Receipt of the Put Exercise Notice - Date(s) of transfer (the T Purchase Date) of the Beneficial Interest of Vested D Corporate Units and the transfer of the Legal Interest Subject to contrary evidence, the Put Exercise Notice shall be deemed to be received by the Nominee and the T Corporate Unit Holder on the Date of Receipt of the Put Exercise Notice.

Notwithstanding the date of execution of a Corporate Units „Purchase Agreement by the Nominee, subject, however, to the cancellation condition (condition résolutoire) set forth in Article 9.1.3.6 in case the Beneficial Owner of the D Corporate Units becomes a Bad Leaver (and is not a Vested D Good Leaver) or becomes a Very Bad Leaver, the transfer of the Legal Title (and the Beneficial Interest of the Beneficial Owner/Spouse) of the Vested D Corporate Units shall be deemed to be effected on the date or dates within the relevant D Put Option Period as shall be specified by the Beneficial Owner in the Put Exercise Notice (but not earlier than the Date of Receipt of the Put Exercise Notice). Those specified date or dates, subject to Article 9.1.3.6, shall be and shall be deemed to be the T Purchase Date(s) of the relevant D Corporate Units for the purposes of these Articles,

9.1.3.5 Notification of the service of a Put Exercise Notice and completion of a Corporate Units Purchase Agreement

The Company, the Nominee and the T Corporate Unit Holder will be provided with details of the Put Exercise Notice as soon as possible after the Put Exercise notice has been given by the Beneficial Owner.

Following the service of a Put Exercise Notice in the required form, the Nominee shall as soon as practicable on or following the relevant date or dates specified in the Put Exercise Notice as the date(s) of sale of the Beneficial Interest (s) of the Beneficial Owner/Spouse, provide a Corporate Units „Purchase Agreement(s) signed by the Nominee „as nominee for the relevant Beneficial Owner and/or his Spouse (if and to the extent that a Spousal transfer in accordance with Article 9.1.3.3 (B) has been made) of the Vested D Corporate Units in respect of which a Put Exercise Notice has been given), as transferor of the Legal Title, and which will be signed on receipt by the legal representatives of the T Corporate Unit Holder, as purchaser and transferee.

9.1.3.6. Notice served prior to the cessation of employment

If during a D Put Option Period pursuant to Article 9.1, a Beneficial Owner of D Corporate Units becomes a Very Bad Leaver, any Put Exercise Notice served prior to the Cessation Date by him in respect of his Vested D Corporate Units (including, as the case may be any Vested D Corporate Units which have been transferred to his Spouse via a direction to the Nominee in accordance with Article 9.1.3.3 (B)), shall, to the extent, but only to the extent, that the Cessation Date precedes a date or dates specified in the Put Exercise Notice as the requested T Purchase Date or Dates, be cancelled to that extent by virtue of the cancellation condition (condition résolutoire) which applies under these Articles of Association

Any prior transfer made by the Beneficial Owner of D Corporate Units to his Spouse in anticipation of the purchase or purchases specified in and contemplated in the Put Exercise Notice shall also be deemed never to have been completed by virtue of the cancellation condition (condition résolutoire).

In circumstances where Article 9.1.3.6 applies, the Nominee shall immediately be required to offer and shall be deemed to have offered the Legal Title of all of the Beneficial Owner’s D Corporate Units (including for the avoidance of doubt any D Corporate Units transferred to the Spouse) in respect of which the T Purchase Date(s) in accordance with the Put Exercise Notice would, but for the Beneficial Owner becoming a Very Bad Leaver, have post-dated the Cessation Date for transfer to the T Corporate Unit Holder and the Beneficial Owner shall be deemed to have offered the Beneficial Interest therein for sale to the T Corporate Unit Holder at the Bad Leaver/Very Bad Leaver Option Price, which offer shall have a binding effect on the T Corporate Unit Holder without any requirement for the T Corporate Unit Holder to serve any notice to the Beneficial Owner or where relevant his Spouse. The T Purchase Date in respect of such D Corporate Units shall be and shall be deemed to be the day following the Cessation Date.

For the avoidance of doubt, this Article shall not, unless the relevant Beneficial Owner of D Corporate Units ceased to be an Employee as a result of Termination for Cause, apply to the Beneficial Interest in the Vested D Corporate Units which were Vested prior to the Cessation Date. In this respect, the Beneficial Owner of D Corporate Units is considered as a Vested D Good Leaver pursuant to Article 9.2.1. in respect of such Vested D Corporate Units.

9.1.4. Payment date for the Beneficial Interest in Vested D Corporate Units by the T Corporate Unit Holder.

9.1.4.1. Principle

The T Corporate Unit Holder shall pay the Put Option Price or, if Article 9.1.3.6 applies, Nominal Value (less in either case any statutory deductions including but not limited to income tax and social security contributions that may be required to be paid by the former Beneficial Owner and/or his Spouse in respect of those D Corporate Units) to the former Beneficial Owner and/or his Spouse no later than 30 days following the T Purchase Date in respect thereof..

9.1.4.2. Conditions precedents for payment of the Put Option Price

The payment of the Put Option Price in accordance with Article 9.1.4.1 is subject to the conditions that the original Beneficial Owner has not become a Bad Leaver (and is not a Vested D Good Leaver) and/or has not become a Very Bad Leaver prior to the date which would, but for Article 9.1.3.6, have been the T Purchase Date.

9.1.5. Validity and enforceability of the transfer of a Beneficial Owner's Beneficial Interest in, and the transfer of the Legal Title of, the Vested D Corporate Units

The transfer of the Beneficial Interest in Vested D Corporate Units by the Beneficial Owner to the T Corporate Unit Holder in accordance with Article 9.1 shall take effect on and be valid as between the T Corporate Unit Holder and the Beneficial Owner on the relevant T Purchase Date specified in Article 9.1.

Notwithstanding the provisions of Articles 9.1.3 to 9.1.4 above, a transfer of the Legal Title of Vested D Corporate Units shall be valid as between the Nominee and the T Corporate Unit Holder subject to the execution of a Corporate Units' Purchase Agreement governed by Luxembourg law and shall be enforceable (opposable) vis-à-vis the Company subject either to the acceptance by the Company of the transfer, in particular, but not necessarily only, pursuant to the execution by the Company, (as third party) of the Corporate Units' Purchase Agreement or pursuant to a registered letter addressed to the Company by the seller or the purchaser indicating the identity of the parties to the transfer and the number of Vested D Corporate Units in respect of which the Legal Title is transferred.

9.1.6. T Corporate Unit Holder Call Right - Employees

9.1.6.1. Principle

If a Beneficial Owner of Vested D Corporate Units has not ceased to be an Employee the T Corporate Unit Holder shall have the call right specified in Article 9.3.1 in relation to such Vested D Corporate Units.

9.2. Cessation of employment

9.2.1. Cessation of employment as a D Good Leaver or a Vested D Good Leaver

For the purpose of this Article 9.2, any Beneficial Owner of D Corporate Units shall be regarded as a Vested D Good Leaver in respect of any and all of his D Corporate Units which had Vested prior to his Cessation Date. Any Beneficial Owner of D Corporate Units shall as the context requires be regarded as a D Good Leaver or a Bad Leaver in respect of any and all of his D Corporate Units which had not yet Vested at the time he becomes a D Good Leaver or a Bad Leaver.

9.2.1.1. Immediate Vesting - Sale to the T Corporate Unit Holder

If a Beneficial Owner of D Corporate Units is a D Good Leaver, any and all of his D Corporate Units (the Legal Title of which are held by the Nominee on his behalf) which have not yet Vested shall immediately Vest on the Cessation Date. A D Good Leaver (including, as the case may be, a Vested D Good Leaver) may sell the Beneficial Interest in (and if so he shall be deemed to have directed the Nominee to transfer the related Legal Title of) his Vested D Corporate Units to the T Corporate Unit Holder who shall purchase them in a D Good Leaver Put Option Period at the relevant D Good Leaver Put Option Price.

9.2.1.2 Notification of D Good Leaver Put Option Price Before, or as soon as practicable after, the start of each D Good Leaver Put Option Period the Board shall, normally via an entry on the Share Plan Website, provide details stating the D Good Leaver Put Option Price in respect of that Good Leaver Put Option Period

9.2.1.3. Put Exercise Notice by a D Good Leaver or a Vested D Good Leaver A Beneficial Owner of D Corporate Units who is a D Good Leaver or a Vested D Good Leaver (in the latter case only in respect of D Corporate Units which had Vested prior to the Cessation Date), he or, where applicable, his Personal Representatives or his Nominee may require the T Corporate Unit Holder to purchase, at the D Good Leaver Put Option Price, all of his Vested D Corporate Units by serving a notice to the T Corporate Unit Holder within an applicable D Good Leaver Put Option Period in respect of D Corporate Units as specified in section (a) or section (b) of the definition thereof but subject, where relevant, to section (c) of the definition thereof.

9.2.1.4 Form of the D Good Leaver Put Exercise Notice, formalities and documentation relating thereto, Transfer of Vested D Corporate Units to a Spouse, Date of Receipt of the Put Exercise Notice and date of transfer.

Articles 9.1.3.2 to 9.1.3.5 (inclusive) and Articles 9.1.4.1 and Article 9.1.5, shall apply, mutatis mutandis to a D Good Leaver and a Vested D Good Leaver in respect of Vested D Corporate Units subject, as the context requires, to the following modifications;

(a) all references to a "Put Exercise Notice" shall be deemed to be references to a "D Good Leaver Put Exercise Notice";

(b) all references to "Put Option Period" shall be deemed to be references to "D Good Leaver Put Option Period";

(c) all references to "Put Option Price" shall be deemed to be references to "D Good Leaver Put Option Price"; and

(d) all references to Article 9.1.3.6 ((Notice served prior to the cessation of employment) shall not apply.

9.2.1.5. T Corporate Unit Holder Call right - D Good Leavers and Vested D Good Leavers

The T Corporate Unit holder shall have the call rights specified in Article 9.3.1 in relation to the Vested D Corporate Units of a D Good Leaver or a D Vested Good Leaver.

9.2.2. Cessation of employment as Bad Leaver or Very Bad Leaver

9.2.2.1 Principle

Article 9.2.2 shall apply in relation to D Corporate Units of Bad Leavers but only in respect of such D Corporate Units which had not Vested prior to their Cessation Date and to Very Bad Leavers in respect of all of their unvested and Vested Series Corporate Units.

9.2.2.2 T Corporate Unit Call right - Bad Leavers and Very Bad Leavers

Bad Leavers and Very Bad Leavers shall not have any put rights in relation to the D Corporate Units to which Article 9.2.2. applies. The T Corporate Unit Holder shall have the call right specified in Article 9.3.2 in relation to unvested D Corporate Units held by Bad Leavers and all D Corporate Units held by Very Bad Leavers.

9.3. T Corporate Unit Holder's Call rights in respect of D Corporate Units

9.3.1.1 General Call right of the T Corporate Unit Holder (Vested Corporate Units)

In respect of D Corporate Units, the T Corporate Unit Holder may at any time or times during a relevant T Call Option Period attributable to those D Corporate Units serve a T Call Notice in writing in the form and manner as prescribed from time to time by the Board, to the Beneficial Owner thereof who is an Employee or is a D Good Leaver or a Vested D Good Leaver requiring that Beneficial Owner to sell at the relevant T Call Option Price all that his Beneficial Interest in some or all (as specified in the T Call Notice) of the relevant Vested D Corporate Units of that Beneficial Owner to the T Corporate Unit Holder. The Company and the Nominee will be provided with details of the T Call Notice on or as soon as possible after the T Call Notice has been served on the Beneficial Owner. The Nominee (for and on behalf of the Beneficial Owner) shall as soon as possible transfer the related Legal Title on such Vested D Corporate Units to the T Corporate Unit Holder.

9.3.1.2. Date of Transfer and execution of the Corporate Units' Purchase Agreement

The T Purchase Date shall be the day following the date of a relevant T Call Notice served under Article 9.3.1.1

Following notification of the service of a T Call Notice to the Nominee, the Nominee shall as soon as practicable provide a Corporate Units Purchase Agreement signed by the Nominee of the D Corporate Units in respect of which the T Call Notice has been given, as transferor of the Legal Title and which shall be signed on receipt by the legal representatives of the T Corporate Unit Holder as transferee.

9.3.1.3. Date of payment of the T Call Option Price - Employees, D Good Leavers and Vested D Good Leavers

The T Corporate Unit Holder shall pay or procure the payment of the T Call Option Price (less any statutory deductions including but not limited to income tax and social security contributions that may be required to be paid in respect of the relevant D Corporate Units subject to a T Call Notice under Article 9.3.1.1 by the former Beneficial Owner of those D Corporate Units) to such former Beneficial Owner no later than 30 calendar days following the T Purchase Date.

9.3.2. T Corporate Unit Holder's rights in respect of unvested D Corporate Units of Bad Leavers and all D Corporate Units of Very Bad Leavers

9.3.2.1 Automatic deemed sale to and purchase by the T Corporate Unit Holder Without prejudice to the generality of 9.3.1 if a Beneficial Owner of D Corporate Units is:

a) a Bad Leaver in respect of any D Corporate Units (being those which had not Vested prior to his Cessation Date); and/or

b) a Very Bad Leaver;

the T Corporate Unit Holder shall immediately without any need to serve a notice on that Beneficial Owner require him to sell and that Beneficial Owner shall be deemed immediately to have agreed to sell on the Cessation Date all that his Beneficial Interest in his unvested D Corporate Units (if he is a Bad Leaver) or all of his Vested and unvested D Corporate Units (if he is a Very Bad Leaver) to the T Corporate Unit Holder at the Bad Leaver/Very Bad Leaver Option Price. The Company and the Nominee will be provided with details of the compulsory purchase by the T Corporate Unit Holder in accordance with Article 9.3.2 as soon as possible after the Cessation Date of the Beneficial Owner. The Nominee (for and on behalf of the Beneficial Owner) shall as soon as possible transfer the related Legal Title of such D Corporate Units to the T Corporate Unit Holder.

9.3.2.2. Date of transfer and execution of the Corporate Units' Purchase Agreement (Bad Leaver/Very Bad Leaver)

The T Purchase Date in respect of D Corporate Units which are subject to a compulsory purchase under Article 9.3.2.1 above shall be the Cessation Date of the Beneficial Owner of such D Corporate Units.

Following notification of a compulsory purchase under Article 9.3.2.1 to the Nominee, the Nominee shall as soon as practicable provide a Corporate Units Purchase Agreement signed by the Nominee of the relevant D Corporate Units, as transferor of the Legal Title and which shall be signed on receipt by the legal representatives of the T Corporate Unit Holder, as transferee.

9.3.2.3. Date of payment of the Bad Leaver/Very Bad Leaver Option Price

The T Corporate Unit Holder shall pay or procure the payment of the Bad Leaver/Very Bad Leaver Option Price in respect of any D Corporate Units acquired in accordance with Article 9.3.2 (less any statutory deductions including but not limited to income tax and social security contributions that may be required to be paid in respect of those D Corporate Units by the former Beneficial Owner thereof) to such former Beneficial Owner who is a Bad Leaver or Very Bad Leaver no later than 30 calendar days following his Cessation Date.

9.3.3. Validity and enforceability of the transfer

The transfer of the Beneficial Interest of the Beneficial Owner to the T Corporate Unit Holder in accordance with Article 9.3 shall take effect on and be valid as between the T Corporate Unit Holder and the Beneficial Owner on the relevant T Purchase Date specified in Article 9.3.

The transfer of the Legal Title of D Corporate Units in accordance with Article 9.3 shall be valid as between the Nominee and the T Corporate Unit Holder subject to the execution of a Corporate Units' Purchase Agreement governed by Luxembourg law and shall be enforceable (opposable) vis-à-vis the Company subject either to the acceptance by the Company of the transfer, in particular, but not necessarily only, pursuant to the execution by the Company (as third party) of the Corporate Units' Purchase Agreement or pursuant to a registered letter addressed to the Company by the seller or the purchaser indicating the identity of the parties to the transfer and the number of D Corporate Units in respect of which the Legal Title is transferred.

9.4. Place of payment

This Article shall apply to every payment to be made by the T Corporate Unit Holder pursuant to Articles 9.1 to 9.3.

If a Beneficial Owner of D Corporate Units and/or, where relevant a Spouse has notified the T Corporate Unit Holder of a Bank account into which they would like any payment under Articles 9.1 to 9.3 to be paid, the T Corporate Unit Holder shall pay the price due in that bank account.

If a Beneficial Owner of D Corporate Units and/or, where relevant, his Spouse has not notified the T Corporate Unit Holder of a bank account into which they would like any payment under Articles 9.1 to 9.3 to be paid, the T Corporate Unit Holder may (at its option) make payment by cheque made out in favor of the former Beneficial Owner and sent to his last address known to the Company or may make payment to the Company in which case the Company shall hold the purchase monies as trustee for the former Beneficial Owner and/or his Spouse until such time as he and/or his Spouse shall claim them (but without any obligation to pay interest).

The receipt by the Company for any payment made under this Article 9.4 shall be a valid discharge to the T Corporate Unit Holder and/or to the Spouse, as the case may be.

9.5 - Listing

9.5.1 Scope

On and following a Listing (subject to anything to the contrary which may be specified in, result from or arise on and following such Listing in relation to D Corporate Units) the following provisions will apply.

9.5.2 - Vesting

9.5.2.1 The D Corporate Units of a Beneficial Owner who is an Employee will Vest in accordance with Article 9.1.1. The D Corporate Units of a Beneficial Owner who is a D Good Leaver will vest on his Cessation Date.

9.5.2.2. On and following Vesting a Beneficial Owner of Vested D Corporate Units (which for this purpose includes the Vested D Corporate Units of a Very Bad Leaver whose Cessation Date falls after the Vesting Date of those D Corporate Units) may, sell such D Corporate Units (or as the case may be, may direct the Nominee to sell the same on his behalf) on the open market at any time or times as he may select. The provisions in relation to D Put Options and the T Call Options and related provisions shall on and following a Listing shall cease to apply to such Vested D Corporate Units.

9.5.3 Bad Leavers and Very Bad Leavers

9.5.3.1 D Corporate Units of a Beneficial Owner who is a Bad Leaver or a Very Bad Leaver which have not (in either case) Vested at the Cessation Date shall remain subject to the terms of Article 9.3. 2

9.5.4 Withholdings

Any sale of D Corporate Units by a Beneficial Owner in accordance with Article 9.5 shall be subject to normal and statutory deductions including but not limited to income tax and social security contributions which may be required to be paid by or withheld from the Beneficial Owner in respect of such D Corporate Units and the Beneficial Owner shall be required to make such arrangements to facilitate or enable such deductions to be made or to make other arrangements satisfactory to his Employer or former Employer to account for the same.

Art. 10. Rights and Obligations relating to the Legal Title on the Corporate Units of a Class comprised in the Employee Corporate Unit Series.

10. Scope

Prior to a Listing, Article 10 in its entirety shall apply to Series Corporate Units. On and after a Listing, Article 10.1.2 to Article 10.2.1.3 (inclusive) shall not apply and in lieu thereof Article 10.4 shall apply. Articles 10.2.2 to Article 10.3 (inclusive) shall apply before and after a Listing save that Articles 10.2.3 and 10.3 shall apply only in relation to Series Corporate Units which are subject to Article 10.2.2.

For the avoidance of any doubt, all references in Article 10 to the Beneficial Interest in Series Corporate Units held by a Beneficial Owner shall not include any subsisting usufruct rights in respect of such Series Corporate Units.

10.1. Vesting and transfer of the Beneficial Interest and Legal Title of the Series Corporate Units applicable to Beneficial Owners of Series Corporate Units (Employees, Series Good Leavers and Vested Series Good Leavers)

10.1.1.1 Vesting - Employees

Legal Title on Series Corporate Units issued or transferred to the Nominee for and on behalf of an Employee and the Beneficial Interest therein shall Vest on the Series Vesting Date applicable to those Series Corporate Units.

10.1.1.2. Vesting - Series Good Leavers

If a Beneficial Owner of Series Corporate Units is a Series Good Leaver, any and all of his Series Corporate Units which have not yet Vested shall immediately Vest on the Cessation Date. A Series Good Leaver (not including for this purpose a Deceased Series Leaver) may sell the Beneficial Interest of his Vested Series Corporate Units (and direct the Nominee to transfer the Legal Title on such Vested Series Corporate Units) to the T Corporate Unit Holder in accordance with this Article 10.1 who shall purchase them at the relevant Put Option Price.

The remaining Articles of Article 10.1 shall not apply to the Vested Series Corporate Units of a Deceased Series Leaver and all references to and provisions relating to Series Good Leavers and Vested Series Good Leavers in such Articles shall not apply to Deceased Series Leavers.

10.1.1.3 Vested Series Good Leavers

For the purpose of this Article 10.1, any Beneficial Owner of Series Corporate Units shall, unless he is or becomes a Very Bad Leaver, be regarded as a Vested Series Good Leaver in respect of any and all of his Series Corporate Units which had Vested prior to his Cessation Date. Any Beneficial Owner of Series Corporate Units shall, as the context requires, be regarded as a Series Good Leaver or a Bad Leaver in respect of any and all of his Series Corporate Units which had not yet Vested at the time he becomes a Series Good Leaver or a Bad Leaver.

10.1.1.4 Dividends in respect of Series Corporate Units on and following the Usufruct Dividend Transfer Date

The Beneficial Owner of Series Corporate Units shall, following the Usufruct Dividend Transfer Date, be entitled to receive such dividends as are both declared and paid thereon during the period in which he is the Beneficial Owner.

10.1.2. Series Put Option Price

On or before the first day of the period specified in (a) of the definition of Series Put Option Periods, the Board shall calculate the Put Option Price of all Vested Series Corporate Units and shall, normally via an entry on the Share Plan Website, provide details to the Beneficial Owners of such Vested Series Corporate Units of the Put Option Price in respect of the applicable Vested Series Corporate Units.

The T Corporate Unit Holder shall purchase, at the Put Option Price, the Legal Title and Beneficial Interest of each Vested Series Corporate Unit referred to in Put Exercise Notices properly served and received during the relevant Series Put Option Periods.

10.1.3. Put Exercise Notices

10.1.3.1. Dates of Put Exercise Notices

A Beneficial Owner of Vested Series Corporate Units shall be entitled, during the Series Put Option Periods attributable to his Vested Series Corporate Units to serve Put Exercise Notices in writing to the T Corporate Unit Holder to purchase the Legal Title and Beneficial Interest of some or all of his Vested Series Corporate Units.

10.1.3.2. Form of the Put Exercise Notice

A Put Exercise Notice shall be in such form as the Board shall specify from time to time and, in the absence of such specification, shall be as stated and required on and by the Share Plan Website.

10.1.3.3.(A) Formalities and documentation relating to the Put Exercise Notice

A Put Exercise Notice in the required format shall indicate the number of the Vested Series Corporate Units which the Beneficial Owner of the Series Corporate Units wishes to sell to the T Corporate Unit Holder (together with the related transfer to the T Corporate Unit Holder of the Legal Interest held by the Nominee) within the particular sub-period ((a) or (b)) of the Series Put Option Periods during which that Put Exercise Notice has been served,

A Beneficial Owner of Vested Series Corporate Units may serve a Put Exercise Notice in each or either of sub-periods (a) and (b) in the definition of Series Put Option Periods.

10.1.3.3 (B) Transfer of Vested Series Corporate Units to a Spouse

A Beneficial Owner of Vested Series Corporate Units shall be entitled to include within and as part of any Put Exercise Notice a direction to the Nominee to henceforth hold the Beneficial Interest in some or all of his Vested Series Corporate Units for the benefit of and on behalf of his Spouse. Any such direction shall, subject only to Article 10.1.3.6 take effect on the Date of Receipt of that Put Exercise Notice.

A Put Exercise Notice which includes a Spousal transfer shall indicate the respective number of (i) the Vested Series Corporate Units in respect of which the Beneficial Interest therein is, as from the Date of Receipt of the Put Exercise Notice, to be held by the Nominee for the Spouse (as successor Beneficial Owner) and (ii) the Vested Series Corporate Units (if any) subject to the Put Exercise Notice in respect of which the Beneficial Interest is still owned by the original Beneficial Owner. For the avoidance of doubt, Vested Series Corporate Units for which the Beneficial Interest is transferred to the Spouse shall be part of and subject to the relevant Put Exercise Notice and subject to the sale obligations created by that Put Exercise Notice.

10.1.3.4. Date of Receipt of the Put Exercise Notice and Date of transfer (the T Purchase Date) of the Beneficial Interest of Vested Series Corporate Units transferred and the transfer of the Legal Title

Subject to contrary evidence, a Put Exercise Notice shall be deemed to be received by the Nominee and the T Corporate Unit Holder on the Date of Receipt of that Put Exercise Notice.

Notwithstanding the date of execution of the Corporate Units „Purchase Agreement by the Nominee, subject, however, to the cancellation condition (condition résolutoire) set forth in Article 10.1.3.6 in case the Beneficial Owner of the D Corporate Units becomes a Very Bad Leaver, the transfer of the Legal Title (and the Beneficial Interest of the Beneficial Owner/Spouse) of the Vested D Corporate Units shall be deemed to be effected on the day following the Date of Receipt of the relevant Put Exercise Notice. That day, subject to Article 10.1.3.6, shall be and shall be deemed to be the T Purchase Date(s) of the relevant D Corporate Units covered by the relevant Put Exercise Notice for the purposes of these Articles,

10.1.3.5 Notification of the service of a Put Exercise Notice and completion of a Corporate Units Purchase Agreement

The Company, the Nominee and the T Corporate Unit Holder will be provided with details of the Put Exercise Notice as soon as possible after the Put Exercise notice has been given by the Beneficial Owner.

Following the service of a Put Exercise Notice in the required form, the Nominee shall as soon as practicable on or following the T Purchase Date in respect of the Series Corporate Units the subject of that Put Exercise Notice provide a Corporate Units „Purchase Agreement(s) signed by the Nominee as nominee for the relevant Beneficial Owner and/or his Spouse (if and to the extent that a Spousal transfer in accordance with Article 10.1.3.3 (B) has been made) of the Vested Series Corporate Units in respect of which a Put Exercise Notice has been given, as transferor of the Legal Title, and which will be signed on receipt by the legal representatives of the T Corporate Unit Holder, as purchaser and transferee.

10.1.3.6. Put Exercise Notice served prior to cessation of Employment as a Very Bad Leaver or prior to otherwise becoming a Very Bad Leaver

If prior to the T Purchase Date attributable to a Vested Series Corporate Unit in respect of which a Put Exercise Notice under this Article 10.1 has been served, the Beneficial Owner of Series Corporate Units becomes a Very Bad Leaver:

(a) any Put Exercise Notice served prior thereto by him in respect of the Beneficial Interest in his Series Corporate Units shall be cancelled by virtue of the cancellation condition (condition résolutoire) which applies as per these Articles of Association if, but only if, the date on which he becomes a Very Bad Leaver precedes the relevant T Purchase Date;

(b) Any prior transfer made by a Series Corporate Units Holder to his Spouse in anticipation of the purchase contemplated in such Put Exercise Notice shall also be deemed never to have been completed by virtue of the cancellation condition (condition résolutoire) to the extent, if, but only if, the date on which the Beneficial Owner of that Spouse becomes a Very Bad Leaver precedes the relevant T Purchase Date; and

(c) the Nominee shall immediately be required to offer and shall be deemed to have offered the Legal Title of all of the Beneficial Owner's Series Corporate Units (including for the avoidance of doubt any Series Corporate Units transferred to the Spouse) in respect of which the T Purchase Date(s) in accordance with the Put Exercise

Notice would post date the date on which the Beneficial Owner became a Very Bad Leaver for transfer to the T Corporate Unit Holder and the Beneficial Owner shall be deemed to have offered the Beneficial Interest therein for sale to the T Corporate Unit Holder at the Bad Leaver/Very Bad Leaver Option Price, which offer shall have a binding effect on the T Corporate Unit Holder without any requirement to serve a further notice or other notice to the Series Corporate Units Holder or where relevant, his Spouse. For the purposes of these Articles, the day following the date on which the Series Corporate Unit Holder becomes a Very Bad Leaver shall be the T Purchase Date.

10.1.3.7 No transfer by a Beneficial Owner of Series Corporate Units Holder before the end of the Blocked Period

For the avoidance of doubt prior to a Listing, no transfer of the Legal Title of Vested Series Corporate Units or of the Beneficial Interest therein may take place earlier than the day following the end of the Blocked Period attributable thereto unless the relevant Beneficial Owner of Series Corporate Units is a Deceased Series Leaver or a Very Bad Leaver.

On and following a Listing, a transfer of the Legal Title of Vested Series Corporate Units and of the Beneficial Interest therein may be made prior to the end of the Blocked Period if the Beneficial Owner is a Series Good Leaver, a Vested Series Good Leaver, a Deceased Series Leaver or a Very Bad Leaver.

10.1.4. Payment date of the Beneficial Interest in Vested Series Corporate Units by the T Corporate Unit Holder.

10.1.4.1. Principle

Subject to a Put Exercise Notice being served during the relevant Series Put Option Period, The T Corporate Unit Holder shall pay the Put Option Price or, if Article 10.1.3.6 applies, Nominal Value (less in either case any statutory deductions including but not limited to income tax and social security contributions that may be required to be paid by the former Beneficial Owner and/or his Spouse in respect of the Series Corporate Units the subject of the Put Exercise Notice(s) to the former Beneficial Owner and/or his Spouse no later than 30 calendar days following the relevant T Purchase Date.

10.1.4.2. Conditions precedents for payment

The payment of the Put Option Price in accordance with Article 10.1.4.1 is subject to the conditions that the original Beneficial Owner has not become a Very Bad Leaver prior to the date which would, but for Article 10.1.3.6, have been the T Purchase Date.

10.1.5. Validity and enforceability of the transfer of a Beneficial Owner's Beneficial Interest in and the transfer of Legal Title of the Vested Series Corporate Units

The transfer of the Beneficial Interest in Vested Series Corporate Units by the Beneficial Owner to the T Corporate Unit Holder in accordance with Article 10.1 shall take effect on and be valid as between the T Corporate Unit Holder and the Beneficial Owner on the relevant T Purchase Date specified in Article 10.1.

Notwithstanding the provisions of Articles 10.1.3 to 10.1.4 above, a transfer of the Legal Title of Vested Series Corporate Units shall be valid as between the Nominee and the T Corporate Unit Holder subject to the execution of a Corporate Units' Purchase Agreement governed by Luxembourg law and shall be enforceable (opposable) vis-à-vis the Company subject either to the acceptance by the Company of the transfer, in particular, but not necessarily only, pursuant to the execution by the Company, (as third party) of the Corporate Units' Purchase Agreement or pursuant to a registered letter addressed to the Company by the seller or the purchaser indicating the identity of the parties to the transfer and the number of Vested Series Corporate Units in respect of which the Legal Title is transferred.

10.1.6. T Corporate Unit Holder Call Rights

10.1.6.1. Principle

The T Corporate Unit Holder shall have the call rights specified in Article 10.2.1 in relation to Vested Series Corporate Units unless the Beneficial Owner thereof is or becomes a Very Bad Leaver.

10.2. T Corporate Unit Holder's Call rights in respect of Series Corporate Units

10.2.1.1. General Call right of the T Corporate Unit Holder (Vested Corporate Units)

In respect of a class of Series Corporate Units, the T Corporate Unit Holder may at any time or times during the T Call Option Period attributable to that class of Series Corporate Units serve a T Call Notice in the form and manner as prescribed from time to time by the Board to the Beneficial Owner thereof who is an Employee or is a Series Good Leaver (including a Deceased Series Leaver) or a Vested Series Good Leaver and not a Very Bad Leaver requiring that Beneficial Owner to sell at the relevant T Call Option Price all that his Beneficial Interest in some or all (as specified in the T Call Notice) of the relevant Vested Series Corporate Units held by that Beneficial Owner to the T Corporate Unit Holder. The Company and the Nominee will be provided with details of the T Call Notice on or as soon as possible after the T Call Notice has been served on the Beneficial Owner. The Nominee (for and on behalf of the Beneficial Owner) shall as soon as possible transfer the related Legal Title on such Vested Series Corporate Units to the T Corporate Unit Holder.

For the avoidance of doubt, a T Call Notice in accordance with Article 10.2.1.1 in respect of Series Corporate Units comprised in a class may not be served before the expiry of the Blocked Period attributable to that class save in respect of Series Corporate Units of a Beneficial Owner (or his Personal Representatives) who is a Deceased Series Leaver. A T Call Notice may be served on a Deceased Series Leaver (or his Personal Representatives) at any time following the date of his death.

10.2.1.2 Date of transfer and execution of the Corporate Units' Purchase Agreement

The T Purchase Date shall be the day following the date of a relevant T Call Notice under Article 10.2.1.1

Following notification of the service of a T Call Notice to the Nominee, the Nominee shall as soon as practicable provide a Corporate Units Purchase Agreement signed by the Nominee of the Series Corporate Units in respect of which the T Call Notice has been given, as transferor of the Legal Title and which shall be signed on receipt by the legal representatives of the T Corporate Unit Holder as transferee.

10.2.1.3. Date of payment of the T Call Option Price - Employees, Series Good Leavers and Vested Series Good Leavers

The T Corporate Unit Holder shall pay or procure the payment of the T Call Option Price (less any statutory deductions including but not limited to income tax and social security contributions that may be required to be paid in respect of the relevant Series Corporate Units subject to a T Call Notice under Article 10.2.1.1 by the former Beneficial Owner of those Series Corporate Units to such former Beneficial Owner no later than 30 calendar days following the T Purchase Date..

10.2.2. T Corporate Unit Holder's rights in respect of unvested Series Corporate Units held by Bad Leavers and all Series Corporate Units held by Very Bad Leavers

10.2.2.1 Automatic deemed sale to and purchase by the T Corporate Unit Holder Without prejudice to the generality of 10.2.1 if a Beneficial Owner of Series Corporate Units is:

- a) a Bad Leaver in respect of any Series Corporate Units of any class, being those which had not Vested prior to his Cessation Date; and/or
- b) a Very Bad Leaver;

the T Corporate Unit Holder shall immediately without any need to service a notice on that Beneficial Owner require him to sell and that Beneficial Owner shall be deemed immediately to have agreed to sell all of his unvested Series Corporate Units (if he is a Bad Leaver) or all of his Vested and unvested Series Corporate Units (if he is a Very Bad Leaver) to the T Corporate Unit Holder at the Bad Leaver/Very Bad Leaver Option Price on the earlier of the date on which that Series Corporate Unit Holder becomes a Very Bad Leaver and his Cessation Date. For the purpose of Article 10.2.2 the day following the earlier of such dates shall be the T Purchase Date.

The Company and the Nominee will be provided with details of compulsory purchase by the T Corporate Unit Holder in accordance with Article 10.2.2.1 as soon as possible on or after the earlier of such dates.

10.2.2.2. Date of transfer - execution of the Corporate Units' Purchase Agreement (Bad Leaver/Very Bad Leaver)

For the purpose of Article 10.2.2 the day following the earlier of the dates referred to in Article 10.2.2.1 shall be the T Purchase Date

Following notification of a compulsory purchase under Article 10.2.2.1 to the Nominee, the Nominee (for and on behalf of the Beneficial Owner) shall as soon as practicable provide a Corporate Units Purchase Agreement signed by the Nominee of the relevant Series Corporate Units as transferor of the Legal Title and which shall be signed on receipt by the legal representatives of the T Corporate Unit Holder as transferee.

10.2.2.3. Date of payment of the Bad Leaver/Very Bad Leaver Option Price

The T Corporate Unit Holder shall pay or procure the payment of the Bad Leaver/Very Bad Leaver Option Price in respect of any Series Corporate Units acquired in accordance with Article 10.2.1 (less any statutory deductions including but not limited to income tax and social security contributions that may be required to be paid in respect of those Series Corporate Units by the former Beneficial Owner thereof) to the former Beneficial Owner who is a Bad Leaver or Very Bad Leaver no later than 30 calendar days following the T Purchase Date.

10.2.3. Validity and enforceability of the transfer

The transfer of the Beneficial Interest of the Beneficial Owner to the T Corporate Unit Holder in accordance with Article 10.2 shall take effect on and be valid as between the T Corporate Unit Holder and the Beneficial Owner on the relevant T Purchase Date specified in Article 10.2.

The transfer of the Legal Title on Series Corporate Units in accordance with Article 10.2 shall be valid as between the Nominee and the T Corporate Unit Holder subject to the execution of a Corporate Units' Purchase Agreement governed by Luxembourg law and shall be enforceable (opposable) vis-à-vis the Company subject either to the acceptance by the Company of the transfer, in particular, but not necessarily only, pursuant to the execution by the Company (as third party) of the Corporate Units' Purchase Agreement or pursuant to a registered letter addressed to the Company by the seller or the purchaser indicating the identity of the parties to the transfer and the number of Series Corporate Units in respect of which the Legal Title is transferred.

10.3. Place of payment

This Article shall apply to every payment to be made by the T Corporate Unit Holder pursuant to Articles 10.1 and/or 10.2.

If a Beneficial Owner of Series Corporate Units and/or where relevant his Spouse has notified the T Corporate Unit Holder of a Bank account into which they would like any payment under Articles 10.1 and/or 10.2 to be paid, the T Corporate Unit Holder shall pay the price due in that bank account.

If a Beneficial Owner of Series Corporate Units Holder and/or where relevant his Spouse has not notified the T Corporate Unit Holder of a bank account into which they would like any payment under Articles 10.1 or 10.2 to be paid, the T Corporate Unit Holder may (at its option) make payment by cheque made out in favor of the former Beneficial Owner and sent to his last address known to the Company or may make payment to the Company in which case the Company shall hold the purchase monies as trustee for the former Beneficial Owner and/or his Spouse until such time as he and/or his Spouse shall claim them (but without any obligation to pay interest). The receipt by the Company for any payment made under this Article 10.3 shall be a valid discharge to the T Corporate Unit Holder and/or to the Spouse (as the case may be).

10.4 - Listing

10.4.1 Scope

On and following a Listing (subject to anything to the contrary which may be specified in, result from or arise on and following such Listing in relation to Series Corporate Units) the following provisions will apply.

10.4.2 - Vesting

The Series Corporate Units of a Beneficial Owner who is an Employee will Vest in accordance with Article 10.1.1. The Series Corporate Units of a Beneficial Owner who is a Series Good Leaver will vest on his Cessation Date.

10.4.3 - Blocked Period

10.4.3.1 On and following Vesting a Beneficial Owner of Vested Series Corporate Units who is an Employee may not sell such Vested Series Corporate Units before the earlier of the end of the Blocked Period attributable thereto and the Cessation Date of that Beneficial Owner. Provided the Beneficial Owner is not a Very Bad Leaver (whether in Employment or not) he may after the earlier of such events sell such Vested Series Corporate Units (or as the case may be, may direct the Nominee to sell the same on his behalf) on the open market at any time or times as he may select and the Put Option rights and T Call Option rights and related provisions shall cease to apply to such Vested Series Corporate Units.. If the Beneficial Owner is or becomes a Very Bad Leaver before the earlier of the end of the Blocked Period and his Cessation Date then Article 10.2.2 shall continue to apply to such Vested Series Corporate Units.

10.4.3.2 If a Beneficial Owner is a Series Good Leaver or is a Vested Series Good Leaver the Blocked Period shall not apply (in the case of a Series Good Leaver) or, as the case may be the Blocked Period shall end on his Cessation Date as

a Vested Series Good Leaver in respect of Vested Corporate Units and in either case the Beneficial Owner may sell all of his Vested Series Corporate Units (or as the case may be, may direct the Nominee to sell the same on his behalf) on the open market at any time or times as he may select and the Put Option rights and T Call Option rights and related provisions shall cease to apply to such Vested Series Corporate Units.

10.4.4 Bad Leavers and Very Bad Leavers

10.4.4.1 Series Corporate Units of a Beneficial Owner who is a Bad Leaver which have not Vested before his Cessation Date shall remain subject to the terms of Article 10.2.2.

10.4.4.2 Series Corporate Units (whether previously Vested or not) of a Beneficial Owner who is or becomes a Very Bad Leaver before the earliest of; (a) the end of the Blocked Period attributable to those Series Corporate Units, (b) the date on which he becomes a Very Bad Leaver and (c) his Cessation Date shall remain subject to the terms of Article 10.2.2.

Art. 10.4.5 Withholdings.

Any sale of Series Corporate Units by a Beneficial Owner in accordance with Article 10.4 shall be subject to normal and statutory deductions including but not limited to income tax and social security contributions which may be required to be paid by or withheld from the Beneficial Owner in respect of such Series Corporate Units and the Beneficial Owner shall be required to make such arrangements to facilitate or enable such deductions to be made or to make other arrangements satisfactory to his Employer or former Employer to account for the same.

Art. 11. Other rights and Obligations relating to the Legal Title and Beneficial Interest in/on D Corporate Units and Series Corporate Units.

11.1. Material changes in the rights attached to D Corporate Units and Series Corporate Units - prior approval of a qualified majority of the Beneficial Owners

11.1. D Corporate Units

The rights attaching to the D Corporate Units may only be adversely varied with the approval of the Beneficial Owners of not less than seventy five per cent (75%) of the Nominal Value of the issued D Corporate Units, such consent being given by direction in writing in respect of the resolution proposing such adverse variation by the Beneficial Owners to the Nominee. The Nominee shall then at the separate D corporate unit class meeting vote the relevant number of D Corporate Units held for a Beneficial Owner in accordance with the direction given to it by that Beneficial Owner or, as the case may be, the Nominee shall abstain from voting the relevant number of D corporate units in the event that the Nominee has not received a written voting direction from that Beneficial Owner by the deadline for the same.

11.1.2 Series Corporate Units

The rights attaching to a particular class of Series Corporate Units may only be adversely varied with the approval of the Beneficial Owners of not less than seventy five per cent (75%) of the Nominal Value of such of the issued Series Corporate Units of that class as have been the subject of a written voting direction (for or against) in respect of the resolution proposing such adverse variation by the Beneficial Owners thereof to the Nominee. The Nominee shall then at the separate class meeting for the Series Corporate Units of that class vote the relevant number of Series Corporate Units of that class held for a Beneficial Owner in accordance with the direction given to it by the deadline for the same by that Beneficial Owner.

11.1.3 Non adverse Variations

Any variation that is not considered to adversely affect the rights of Beneficial Owners of D Corporate Units or any class of Series Corporate Units shall not require the consent of the Beneficial Owners of, as the case may be, the D Corporate Units or the relevant class of Series Corporate Units.

11.2. Corporate Units certificates

Corporate Units certificates of D Corporate Units or Series Corporate Units which may be issued by the Company upon request of a Corporate Units Holder need not be sealed, may be issued under one Company manager's signature and the signature, subject to the conditions provided by law, may be produced electronically or mechanically by machine.

11.3. First and paramount lien on Corporate Units

The Company shall have a first and paramount lien on a Corporate Unit of the Company for all moneys (whether presently payable or not) called or payable at a fixed time in respect of that Corporate Unit and the Company shall also have a first and paramount lien on all Corporate Units standing registered in the name of any person whether solely or as one of two or more joint holders for all moneys presently payable by him or his estate to the Company; but the managers may at any time declare any Corporate Unit to be wholly or in part exempt from the provisions of this Article: the Company's lien on a Corporate Unit shall extend to any dividend or other amount payable in respect thereof.

11.4 Registration of the transfer of D Corporate Units and Series Corporate Units

The Board shall register any transfer of D Corporate Units or Series Corporate Units, including the Legal Title of such Corporate Units, in the Corporate Units register of the Company, provided that, unless the Board determines otherwise, such Corporate Units may not be transferred or charged, offered as security or otherwise encumbered otherwise than pursuant to these Articles, save that this Article 11.4 shall not restrict the T Corporate Units Holder

from transferring some or all of D Corporate Units and/or Series Corporate Units which it may hold from time to time to any one or more of the Nominee, Ameriprise Financial Inc, or the Company.

11.5. Drag-Along rights

11.5.1. Principle

If the holders of more than 50% of the A Ordinary Corporate Units then in issue wish to sell 50% or more of the A Corporate Units held by them (“Majority Selling Corporate Units Holders”) and find a purchaser (the “Purchaser”) and agree to arm’s-length terms for the sale to the Purchaser of more than 50% of the A Corporate Units and all of the D Corporate Units and Series Corporate Units (together “the Employee Classes”) (a “Proposed Drag-Along Sale”) then, on receipt of a written notification from the potential Purchaser, the holders of all Legal Title and the Beneficial Owners of the Corporate Units comprised in the Employee Classes in issue at the relevant time (and of the T Corporate Unit) and the usufruct interest of the Usufruct (the “Dragged Corporate Units Holders”), are bound to accept any offer from the Purchaser on the same terms as agreed by the Majority Selling Corporate Units Holders.

11.5.2. Drag-Along Notice

The Majority Selling Corporate Units Holders must give notice to each Dragged Corporate Unit Holder of any Proposed Drag-Along Sale as soon as practicable after reaching commercial agreement in respect of the Proposed Drag-Along Sale but in any event not less than two Business Days prior to signing a definitive agreement (the “Drag-Along Notice”): this notice must set out the nominal amount of the Corporate Units of each Employee Class held by the Dragged Corporate Unit Holder to be sold, the proposed form of consideration for both, the Legal Title and the usufruct and any other terms and conditions of payment offered for the relevant Corporate Units.

11.5.3. Transfer of the Dragged Corporate Units

If a Dragged Corporate Units Holder does not, within ten Business Days of the date of the Drag-Along Notice, execute a Corporate Units’ Purchase Agreement in respect of the proposed Drag-Along sale, then any Manager of the Company appointed by or on behalf of the A Corporate Units Holder is entitled to authorize and instruct such person as it thinks fit to execute the necessary Corporate Units,, Purchase Agreement (s) on his behalf and, against receipt by the Company (on trust for that Corporate Unit Holder) of the purchase monies payable for the Dragged Corporate Units, deliver the Corporate Units,, Purchase Agreement (s) to the Purchaser (or its Nominee) and register the Purchaser (or its nominee) as the holder of those Dragged Corporate Units.

11.5.4. Prevailing character of Articles 11.5.1 to 11.5.3

In case Articles 11.5.1 to 11.5.3 apply to the Dragged Corporate Units Holders (and indirectly to the Beneficial Owners of such Dragged Corporate Units), those provisions shall prevail in relation to the transfer of their Corporate Units and no such Corporate Units may (without the prior written consent of the Majority Selling Corporate Units Holder) be transferred otherwise than pursuant to those Articles.

11.5.5. Immediate Vesting

(a) If the Majority Selling Corporate Units Holders wish to exercise their right to serve a Drag-Along Notice in accordance with Articles 11.5.1 to 11.5.3., then, notwithstanding any other provision contained in these Articles, all unVested Legal Title of the Corporate Units comprised in each Employee Class and the Beneficial Interest therein shall Vest automatically and in full, subject to and strictly conditional upon completion of the Proposed Drag-Along Sale. If such completion shall not for any reason take place, the conditional acceleration of Vesting of previously unVested Corporate Units shall be deemed for all purposes never to have taken place.

(b) In the event of a change of Control of the Company (other than for purposes of an internal reorganization or reconstruction), all unVested Corporate Units comprised in each Employee Class shall automatically and fully Vest on such change of Control taking effect whether or not a Drag-Along Notice shall have been served.

11.6 Listing

In the event of a Listing, Article 9.5 and Article 10.4 shall apply.

Title IV. General meetings of Corporate Units Holders

Art. 12. General - Place of holding.

Any regularly constituted meeting of the Corporate Units Holders of the Company shall represent the entire body of Corporate Units Holders of the Company. It shall have the broadest powers to order, carry out or ratify all acts relating to the operations of the Company.

All such meetings should be held in Luxembourg or elsewhere in the world but must not be held in the UK.

Art. 13. Annual General meeting of Corporate Units Holders - Ordinary general meetings of Corporate Units Holders - Extraordinary general meetings of Corporate Units Holders.

13.1 Place of meetings

The annual general meeting of Corporate Units Holders shall be held in Luxembourg at the registered office of the Company, or at such other place in Luxembourg City as may be specified in the notice of meeting, if any.

13.2 Majority rules

13.2.1 Simple majority

Except as otherwise required by law or the Company's Articles of Association, resolutions at a meeting of Corporate Units Holders duly convened will be passed by a simple majority of those present or represented.

13.2.2 Qualified majority; amendment of the Articles

The Articles of Association of the Company may be amended by a decision taken by the sole Corporate Units Holder, or in case of plurality of Corporate Units Holders, by a majority of Corporate Units Holders representing at least three quarters (3/4) of the corporate capital.

13.2.3 Unanimity

The Corporate Units Holders may change the nationality of the Company only by an unanimous decision of the Corporate Units Holders.

13.3 Voting rights attached to the Corporate Units

Subject to the restrictions attached to the D Corporate Units and the Employee Series Corporate Units as set forth in Article 8 of these Articles, each Corporate Unit is entitled to one vote in ordinary and extraordinary general meetings.

13.4 Representation of the Corporate Unit Holders and Usufructuror.

Any Corporate Units Holder or the Usufructuror in respect of the D Corporate Units and the Employee Series Corporate Units may act at any meeting of Corporate Units Holders by appointing another person as his proxy in writing.

13.5 Participation in meetings

Any Corporate Units Holder or the Usufructuror in respect of the D Corporate Units and the Employee Series Corporate Units may participate in any meeting of the Corporate Units Holders by conference call or by other similar means of communication enabling all the persons taking part in the meeting to hear one another and to communicate with one another. A meeting may also be held by conference call only. The participation in a meeting by these means is equivalent to a participation in person at such meeting. The minutes of any such meeting shall however be approved and signed by all the Corporate Units Holders present at such a meeting.

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

13.6 Annual profits' disposal - Interim dividend distributions

The general meeting of members, upon recommendation of the manager / board of managers, will determine by vote how the annual net profits will be disposed. Interim dividends may be distributed, at any time, under the following conditions:

1. Interim accounts are established by the board of managers of the Company,;
2. These accounts show a profit including profits carried forward,
3. The payment of interim dividends is achieved by the board of managers of the Company;
4. The payment is made once the board of managers of the Company has obtained the assurance that the rights of the creditors of the Company are not threatened.

Art. 14. Sole Corporate Unit Holder.

If the Company has only one Corporate Units Holder, this sole Corporate Units Holder exercises all the powers of the general meeting. The resolutions of the sole Corporate Units Holders which are taken in the scope of the first paragraph are recorded in minutes.

Contracts entered into between the sole Corporate Units Holder and the Company represented by him are recorded in minutes or drawn-up in writing. Nevertheless, this latter provision is not applicable to current operations entered into under normal conditions.

Art. 15. Transfer of the Corporate Units.

The following provisions apply subject to those of Articles 9, 10 and 11.5.

If the Company has at least two Corporate Units Holders, the Corporate Units are freely transferable between the Corporate Units Holders.

In accordance with article 189 of the Companies' law, the Corporate Unit transfer inter vivos to non-Corporate Units Holders is subject to the consent given in a general meeting of Corporate Units Holders representing at least three quarters (3/4) of the Company's capital.

In case of the death of a Corporate Units Holder, the Corporate Unit transfer to non-Corporate Units Holders is subject to the consent of Corporate Units Holders representing no less than three quarters (3/4) of the rights held by the surviving Corporate Units Holders. In this case, however, the approval is not required if the Corporate Units are transferred either to heirs entitled to a compulsory portion or to the surviving spouse.

Any Corporate Units Holder who transfers one or more of his Corporate Units to another person shall transfer the convertible instruments, which are issued in reference to such Corporate Units, if any, to that same person, in accordance with the applicable terms and conditions of such convertible instruments.

Art. 16. Death-insolvency of the Corporate Units Holder(s).

Death, suspension of civil rights, bankruptcy or insolvency of the sole Corporate Units Holder or of one of the Corporate Units Holders will not bring the Company to an end.

Title V. Management**Art. 17. Appointment and Removal.****17.1 Composition of the Board**

The Company shall be managed by a Board of managers composed of at least nine (9) managers who need not be Corporate Units Holder of the Company.

At all times, the majority of managers making up the Board shall not be tax residents of the UK.

17.2 Appointment of the managers

The managers are appointed by the general meeting of the Corporate Units Holders or by the sole Corporate Units Holder, as the case may be, which shall determine their number, and fix the term of their office as well as their remuneration (if any).

17.3 Removal of the managers

The manager(s) may be removed at any time, with or without cause (ad nutum), by a resolution of the general meeting of the Corporate Units Holder or by the sole Corporate Units Holder, as the case may be.

17.4 Vacancies

In the event of one or more vacancies on the Board by reason of death, retirement or otherwise, the remaining managers may elect to fill such vacancy in accordance with the provisions of law. In this case the general Corporate Units Holders' meeting ratifies the election at its next meeting.

Art. 18. Organization of the Board.

The Board chooses a chairman from among its members. The chairman shall preside at all meetings of the Board. In his absence, the Board may appoint a chairman pro tempore by vote of the majority present at any such meeting.

The Board may choose a vice-chairman from among its members. The Board may choose a secretary, who need not be a manager, who shall be responsible for keeping the minutes of the meetings of the Board.

18.2 Meetings of the Board**18.2.1 Frequency of meetings of the Board**

The Board shall meet on a regular basis, with a minimum of four (4) meetings per year.

18.2.2 Place of meetings of the Board

Board meetings shall be held in Luxembourg at the place indicated in the notice of meeting except in specific emergency cases. In any event, no meetings of the Board shall be held in the UK.

18.2.3 Convening notices

The Board shall meet upon a notice call by the chairman or two managers. Written notice of any meeting of the Board as well as (i) a detailed briefing memo of the issues to be discussed during the meeting and (ii) in case the taking of resolutions is being planned, the detailed agenda and all briefing documentation shall be addressed to all managers at least twenty-four (24) hours in advance of the hour set for such a meeting, except in circumstances of emergency in which case the nature of such circumstances shall be set forth in the notice of the meeting. This notice may be waived by the consent in writing by letter, telefax or email of each manager.

Notices shall not be required for individual meetings held at times and places prescribed in a schedule previously adopted by resolution of the Board. Any meetings of the Board will be duly held without prior notice if all the managers are present or duly represented.

18.2.4 Quorum

No business shall be transacted at any meetings unless a quorum is present. A quorum shall exist where at least the majority of the managers are present and amongst those present the majority of managers must be non-UK residents.

18.2.5 Representation of the managers

Any manager may act at any meeting of the Board by appointing another manager in writing by letter, telefax or email as his proxy provided that where a UK resident proxy is appointed it is only to act as proxy to a UK manager: Any UK resident proxies appointed by non-UK resident managers will be void and of no effect.

Votes may also be cast in writing by letter, telefax or email but in no event can these originate in the UK and any vote cast in writing by letter, telefax or email that originates from the UK will be void and of no effect.

18.2.6 Methods of participation in meetings

Managers may participate in any meeting of the Board by telephone or video conference call or by other similar means of communication enabling all the persons taking part in the meeting to hear one another and to communicate with one another.

A meeting may also be held by conference call only.

The participation in a meeting by these means mentioned above is equivalent to a participation in person at such meeting. However, in no event may a manager participate in such meeting by any such means from the territory of the UK.

The minutes of any such meeting shall however be approved and signed by all the managers present at such a meeting.

18.2.7 Methods of voting

Votes may also be cast in writing by letter, telefax or e mail but in no event can these originate from the UK and any vote cast in writing by letter, telefax or e mail that originates from the UK will be void and of no effect.

18.2.8 Majority rules

Subject to the requirement for a quorum as set out in Article 18.2.4, decisions shall be validly taken only by a majority of votes of the Board (e.g. in case the Board is composed of nine (9) managers, a decision shall be validly taken only if it has been approved by a majority of five (5) votes cast).

18.2.9 Circular resolutions

Resolutions in writing which have been approved and have been signed unanimously by all managers comprising the Board shall have the same effect as resolutions voted at the Board's meetings.

Circulated resolutions in writing shall indicate the respective place of execution of those resolutions by the signing managers. In no event may circulated written resolutions be executed in the UK. Any written resolutions executed in the UK will be void and of no effect.

The circulated resolutions may be in the form of minutes as counterparts. The entirety of the minutes in counterpart will constitute the minutes giving evidence of approval of the related resolution.

Art. 19. Powers of the Board.

19.1 General

The Board shall possess and have the authority to exercise the broadest powers to perform all acts of administration and disposition in the Company's interests. All powers not expressly reserved by law or by the Articles of Association to the general meeting of Corporate Units Holders fall within the competence of the Board.

19.2 Delegation of powers

Subject to the prior consent of the general meeting of Corporate Units Holders the Board may delegate its powers to conduct the daily management and affairs of the Company and the representation of the Company for such management and affairs to any member or members of the Board or to any committee deliberating under such terms and with such powers as the Board shall determine.

The Board may also confer all powers and special mandates to any person(s) (who need(s) not be managers), appoint and dismiss all officers and direct company employees, and fix their emoluments.

Art. 20. Board's Committees and Management committees.

20.1 General

The Board may create Board's Committees and management committees.

20.2 Board Committees

20.2.1 General

To the extent permitted by law, the Board may delegate its powers, authorities and powers to Board committees which will remain under the control and authority of the Board.

20.2.2 Composition of the Board Committees

Any and all members of the Board committees shall be appointed from the members of the Board.

Meetings of the Board committees shall be held in Luxembourg, except for emergency situations. In any event, no meetings of the Board's Committees shall be held in the territory of the UK.

Members of the Board's Committees may participate in any meeting of the relevant Board's Committee by telephone or video conference call or by other similar means of communication allowing all members of the relevant Board's Committee to take part in the meeting to hear one another. The participation in a meeting by these means is equivalent to a participation in person at such meeting. In no event, may a member of the Board's Committee participate in such meeting by these means from the territory of the UK.

20.2.3 Within their respective scope of competence, as determined by the Board, the Board's Committees may take decisions binding the Company.

20.3 Management Committees

20.3.1 General

The Board of the Company may especially appoint at all times management committees.

20.3.2 Composition of the management committees

Management committees shall not necessarily be composed of members of the Board.

20.3.3 Powers of the management committees

Management committees shall not possess or have the authority to take decisions which would bind the Company.

The competence of the management committees is strictly limited to:

- 20.3.3.1. the right to make proposals to the Board within the specific scope of delegation granted by the Board and/or
- 20.3.3.2. implement decisions taken and/or instructions given by the Board.

Art. 21. Binding signatures.

Towards third parties, the Company is validly bound by

- 21.1 joint signature of two (2) managers including the signature of one (1) manager being a Luxembourg resident; or
- 21.2 by any one or more persons (singly or in combination) as the Board may from time to time designate.

Art. 22. Conflict of interest, Liability and Indemnities.

22.1 Conflicts of interest

A manager may vote on any Board's resolution concerning any contract or arrangement in which he/she is interested or upon any matter arising therefrom, provided that he/she has no conflicting interest with the interests of the Company. He/she shall so vote and his vote shall be counted and he/she shall be reckoned in estimating a quorum when any such contract or arrangement is under consideration. In case such manager has a conflicting interest with the interests of the Company, the procedure set forth in article 57 Companies' Law shall apply.

22.2 Liability of the managers

In the execution of their mandate, the managers are not held personally responsible for the obligations of the Company. As agents of the Company, they are responsible for the correct performance of their duties.

22.3. Indemnification of the managers

22.3.1. General - Beneficiaries

Subject to the provisions of these Articles of Association and notwithstanding any other indemnities, every manager, employee, officer or official of the Company shall be entitled to be indemnified out of the assets of the Company to the fullest extent permitted by law against all losses or liabilities incurred by him in or about the execution and discharge of duties for the Company.

The indemnification described herein shall be applied for the benefit of:

- 22.3.1.1. all managers, employees, officers or officials of the Company; and
 - 22.3.1.2. all future managers, employees, officer or officials of the Company;
- and in both cases, will continue to apply once they become ex managers and ex employees.

22.3.2 Limitation by the Board

The Board may, at its absolute discretion and without assigning any reason therefore, agree from time to time to limit such indemnification. Any such limits shall apply only to the indemnification of losses or liabilities of managers and employees due to acts or omissions arising after the adoption of those limits, and provided the beneficiaries have been given at least a month's notice of any changes.

22.3.3. Insurance

The Board may from time to time subscribe to and maintain in force, at the expense of the Company, insurance policies for the benefit of any manager, officer, official or employee, including without limitation, any manager, employee, officer or official or any auditor of the Company, or of any company which is a subsidiary of the Company against such liabilities.

Title VI. Supervision of the Company - Statutory auditor(s)

Art. 23. Statutory auditor(s).

The operations of the Company shall be supervised by one or several statutory auditor(s) (commissaire(s) aux comptes), which may be Corporate Units Holder (s) or not. The general meeting of Corporate Units Holders shall appoint the statutory auditor(s), and shall determine their number, remuneration and term of office, which may not exceed six years.

Title VII. Accounting year - Annual Accounts

Art. 24. Accounting year.

The accounting year of the Company shall begin on January first of each year and shall terminate on December thirty-first, with the exception of the first accounting period, which shall begin on the date of formation of the Company and shall terminate on January 31, 2009.

Art. 25. Annual accounts.

25.1 Preparation of annual accounts - Lodging

The annual accounts are drawn up by the Board as at the end of each accounting year and will be at the disposal of the Corporate Units Holders at the registered office of the Company.

25.2 Legal Reserve

From the annual net profits of the Company, five per cent (5%) shall be allocated to the reserve required by law. This allocation shall cease to be required as soon and as long as such reserve amounts to ten per cent (10%) of the subscribed capital of the Company as stated in Article 5 hereof or as increased or reduced from time to time as provided in Article 5 hereof.

25.3 Disposal of the annual net profits

Upon recommendation of the Board the general meeting of Corporate Units Holders will determine how the annual net profits will be disposed of. All Corporate Units will rank equally to dividend distributions except as provided by the Usufructory's rights (if any) or elsewhere in these Articles of Association or the resolutions of the Board designating the creation of or amendment to the class or classes of Corporate Unit that contain such unequal rights or which are conferred by any amendment to the class rights.

In the event of partly paid Corporate Units, dividends will be payable in proportion to the paid-up amount of such Corporate Units.

Title VIII. Winding up - Liquidation

Art. 26. Voluntary liquidation process.

In the event of dissolution of the Company, liquidation shall be carried out by one or several liquidators (who may be physical persons or legal entities) appointed by the meeting of Corporate Units Holders resolving such dissolution and which shall determine their powers and their compensation.

Art. 27. Distribution of Assets.

Subject to Article 8 hereof, on a return of capital on a winding up, or otherwise, the assets of the Company remaining after:

- the payment of its liabilities; and
- the payment to the T Corporate Unit Holder at the Nominal Value of the T Corporate Unit

shall be distributed amongst the holders of the Corporate Units (other than D Corporate Units) in issue (whether Vested or not) and D Corporate Units in issue (whether Vested or not) in the respective ratio O: D where:

O = 332,000,000; and

D = the number of D Corporate Units in issue

For the avoidance of doubt, if there are no D Corporate Units in issue at the relevant time, the assets remaining as set out above shall be distributed on a winding-up amongst the holders of the Corporate Units in issue (whether Vested or not) of each class in proportion to the issued corporate capital held by each Corporate Unit Holder.

Title IX. Final clause - Applicable law

Art. 28. Governing law.

All matters not expressly governed by these Articles of Association shall be determined in accordance with the laws of the Grand-Duchy of Luxembourg and in particular with the Companies' Law.

Expenses

The expenses, costs, fees and outgoing of any kind whatsoever borne by the Company, as a result of the presently stated, are evaluated at approximately EUR 2,500.- (two thousand five hundred Euros).

With no other outstanding points on the agenda, and further requests for discussion not forthcoming, the chairman brought the meeting to a close.

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

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

The document having been read to the persons appearing, the said persons appearing signed together with us, the notary, the present original deed.

(N.B. Pour des raisons techniques, ladite version française est publiée au Mémorial C-N° 1016 du 16 mai 2011.)

Luxembourg, le 14 février 2011.

Référence de publication: 2011023211/1719.

(110027446) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 février 2011.