

135553

# MEMORIAL

Journal Officiel  
du Grand-Duché de  
Luxembourg



# MEMORIAL

Amtsblatt  
des Großherzogtums  
Luxemburg

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## 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.

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**C — N° 2825**

**21 novembre 2012**

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**Taranis Securities S.A., Société Anonyme de Titrisation.**

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

R.C.S. Luxembourg B 122.146.

Suite à l'assemblée générale ordinaire tenue extraordinairement le 22 octobre 2012, il a été décidé:

- De renouveler le mandat du Réviseur d'Entreprises, DELOITTE S.A.

Son mandat viendra à échéance à l'issue de l'assemblée générale annuelle de 2013.

Luxembourg, le 24 OCT. 2012.

Pour: TARANIS SECURITIES S.A.

Société anonyme

Experta Luxembourg

Société anonyme

Hélène Schorr / Valérie Wozniak

Référence de publication: 2012138921/16.

(120183263) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 octobre 2012.

**Clohse Group Lux GmbH, Société à responsabilité limitée.**

Siège social: L-9911 Ulflingen, 2, rue de Drinklange.

R.C.S. Luxembourg B 172.353.

**STATUTEN**

Im Jahre zweitausendzwoölf, den zweiundzwanzigten Oktober.

Vor dem unterzeichneten Notar Martine WEINANDY, mit dem Amtssitz zu Clerf,

sind erschienen:

1.- Herr Dieter CLOHSE. Geschäftsmann, geboren zu St. Vith (B) am 29. März 1959, wohnhaft in B-4780 St. Vith, Crombach 43

2.- Herr José CLOHSE. Geschäftsmann, geboren zu St. Vith (B) am 19. März 1963, wohnhaft in B-4780 St. Vith, Crombach 106

3.- Herr Heinz CLOHSE. Geschäftsmann, geboren zu St. Vith (B) am 10. Juli 1966, wohnhaft in B-4780 St. Vith, Gerberstrasse 11

Diese Kompargenten ersuchten den amtierenden Notar, die Satzungen einer von ihnen zu gründenden Gesellschaft mit beschränkter Haftung wie folgt zu beurkunden:

**Art. 1.** Die vorgenannten Kompargenten errichten hiermit eine Gesellschaft mit beschränkter Haftung unter der Bezeichnung «CLOHSE GROUP LUX GmbH».

**Art. 2.** Der Sitz der Gesellschaft ist in Ulflingen.

Der Gesellschaftssitz kann an jeden anderen Ort des Großherzogtums Luxemburg verlegt werden.

**Art. 3.** Zweck der Gesellschaft ist der Grosshandel und der Vertrieb sowie der Einzelhandel mit Import und Export von Waldmaschinen, Baumaschinen, landwirtschaftliche Maschinen sowie Geräte jeglicher Art, welche mit diesen Gebieten zusammenhängen. Die Gesellschaft kann des weiteren sämtliche Geschäfte industrieller, kaufmännischer, mobiliarer und immobilärer Natur tätigen die mittelbar oder unmittelbar mit dem Hauptzweck in Zusammenhang stehen oder zur Erreichung und Förderung des Hauptzweckes der Gesellschaft dienlich sein können. Sie kann sich ferner an luxemburgische oder ausländische Unternehmen, unter irgendwelcher Form beteiligen, falls diese Unternehmen einen Zweck verfolgen der demjenigen der Gesellschaft ähnlich ist oder wenn eine solche Beteiligung zur Förderung und zur Ausdehnung des eigenen Gesellschaftszweckes nützlich sein kann.

**Art. 4.** Die Gesellschaft hat eine unbestimmte Dauer.

**Art. 5.** Das Geschäftsjahr beginnt am 1. Januar und endet am 31. Dezember eines jeden Jahres. Ausnahmsweise beginnt das erste Geschäftsjahr am heutigen Tage, und endet am 31. Dezember 2012.

**Art. 6.** Das Gesellschaftskapital beträgt DREIßIG TAUSEND EURO (30.000,00 EUR) und ist eingeteilt in SECHSHUNDERT (600) Geschäftsanteile zu je FÜNFZIG EURO (50,00 EUR).

Die Geschäftsanteile werden wie folgt gezeichnet:

1.- Herr Dieter CLOHSE vorbenannt, ZWEIHUNDERT Anteile . . . . .	200
2.- Herr José CLOHSE vorbenannt, ZWEIHUNDERT Anteile . . . . .	200
3.- Herr Heinz CLOHSE vorbenannt, ZWEIHUNDERT Anteile . . . . .	200
Total: SECHSHUNDERT ANTEILE . . . . .	600

Die Gesellschaftsanteile wurden voll in barem Gelde einbezahlt, so dass ab heute der Gesellschaft die Summe von DREIßIG TAUSEND EURO (30.000,00 EUR) zur Verfügung steht, so wie dies dem unterzeichneten Notar nachgewiesen wurde.

**Art. 7.** Jeder Gesellschaftsanteil berechtigt zur proportionalen Beteiligung an den Nettoaktiva und an den Gewinnen und Verlusten der Gesellschaft.

**Art. 8.** Zwischen den Gesellschaften sind die Gesellschaftsanteile frei übertragbar. Das Abtreten von Gesellschaftsanteilen unter Lebenden an Nichtgesellschafter bedarf der Genehmigung von Gesellschaftern, welche die drei Viertel des Gesellschaftskapitals darstellen müssen. Die Übertragungen sind der Gesellschaft und Dritten gegenüber erst rechtswirksam, nachdem sie gemäss Artikel 1690 des Zivilgesetzbuches der Gesellschaft zugestellt oder von ihr in einer notariellen Urkunde angenommen worden ist.

Im Falle wo die Übertragung der Gesellschaftsanteile der Zustimmung der anderen Gesellschafter unterliegt, steht diesen ein Vorkaufsrecht auf die abzutretenden Gesellschaftsanteile zu, im Verhältnis ihrer bisherigen Gesellschaftsanteile.

**Art. 9.** Die Gesellschaft wird verwaltet durch einen oder mehrere Geschäftsführer, welche nicht Teilhaber der Gesellschaft sein müssen. Die Ernennung der Geschäftsführer erfolgt durch den alleinigen Gesellschafter beziehungsweise durch die Gesellschafterversammlung, welche die Befugnisse und die Dauer der Mandate des oder der Geschäftsführer festlegt.

Der Geschäftsführer kann Spezialvollmachten erteilen, auch an nicht Gesellschafter, um für ihn und in seinem Namen für die Gesellschaft zu handeln.

**Art. 10.** Bezüglich der Verbindlichkeit der Gesellschaft sind die Geschäftsführer als Beauftragte nur für die Ausführung ihres Mandates verantwortlich.

**Art. 11.** Tod, Verlust der Geschäftsfähigkeit, Konkurs oder Zahlungsunfähigkeit eines Gesellschafters lösen die Gesellschaft nicht auf.

Gläubiger, Berechtigte und Erben eines verstorbenen Gesellschafters können nie einen Antrag auf Siegelanlegung am Gesellschaftseigentum oder an den Gesellschaftsschriftstücken stellen. Zur Ausübung ihrer Rechte müssen sie sich an die in der letzten Bilanz aufgeführten Werte halten.

**Art. 12.** Am 31. Dezember eines jeden Jahres werden die Konten abgeschlossen und die Geschäftsführer erstellen den Jahresabschluss in Form einer Bilanz nebst Gewinn- und Verlustrechnung.

Der nach Abzug der Kosten, Abschreibung und sonstigen Lasten verbleibende Betrag stellt den Nettogewinn dar.

Dieser Nettogewinn wird wie folgt verurteilt:

- mindestens fünf Prozent (5,00%) des Gewinnes werden der gesetzlichen Reserve zugeführt, gemäss den gesetzlichen Bestimmungen;
- der verbleibende Betrag steht den Gesellschaftern zur Verfügung.

**Art. 13.** Im Falle der Auflösung der Gesellschaft wird die Liquidation von einem oder mehreren von den Gesellschaftern ernannten Liquidatoren, welche keine Gesellschafter sein müssen, durchgeführt.

Die Gesellschafter bestimmen über die Befugnisse und Bezüge der Liquidatoren.

**Art. 14.** Für alle Punkte, welche nicht in diesen Satzungen festgelegt sind, verweisen die Gründer auf die gesetzlichen Bestimmungen.

Der Notar hat die Komparenten darauf aufmerksam gemacht, dass eine Handlungsmächtigung in Bezug auf den Gesellschaftszweck, ausgestellt durch die luxemburgischen Behörden, vor jeder kommerziellen Tätigkeit erforderlich ist, was die Komparenten ausdrücklich anerkennen.

#### *Schätzung der Gründungskosten*

Die Kosten und Gebühren, in irgendwelcher Form, welche der Gesellschaft wegen ihrer Gründung obliegen oder zur Last gelegt werden, werden auf TAUSEND ZWEIHUNDERT EURO (1.200,00) abgeschätzt.

#### *Ausserordentliche Generalversammlung*

Anschließend an die Gründung haben die Gesellschafter sich zu einer Außerordentlichen Generalversammlung zusammgefunden und einstimmig folgende Beschlüsse gefasst:

- 1.- Als technischer Geschäftsführer für eine unbestimmte Dauer wird Herr Dieter CLOHSE, vorbenannt, ernannt;
- 2.- Als administrative Geschäftsführerin für eine unbestimmte Dauer wird Dame Stephanie CLOHSE, geboren zu St. Vith (B), am 26. Januar 1985, wohnhaft in B-4780 St. Vith, Crombach 46, ernannt;

Die Gesellschaft wird durch die gemeinsame Unterschrift der Geschäftsführer verpflichtet.

b) Der Sitz der Gesellschaft befindet sich in L-9911 Ulflingen, 2, rue de Drinklange

WORUEBER URKUNDE, aufgenommen zu Clerf, in der Amtsstube des handelnden Notars Am Datum wie eingangs erwähnt.

Und nach Vorlesung an alle Erschienenen, alle dem Notar nach Namen, gebräuchlichem Vornamen, Stand und Wohnort bekannt, haben alle die gegenwärtige Urkunde mit dem Notar unterschrieben.

Gezeichnet: Clohse José, D. Clohse, Clohse, Martine Weinandy.

Enregistré à Clervaux, le 23 octobre 2012. Relation: CLE/2012/1113. Reçu soixante-quinze euros = 75,00 €.

*Le Receveur (signé):* Rodenbour C.

FUER GLEICHLAUTENDE AUSFERTIGUNG, erteilt zwecks Hinterlegung beim Firmenregister.

Clerf, den 24. Oktober 2012.

Martine WEINANDY.

Référence de publication: 2012141995/101.

(120187325) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 octobre 2012.

**Best&Gut, S.à r.l., Société à responsabilité limitée unipersonnelle.**

Siège social: L-1342 Luxembourg, 55, rue de Clausen.

R.C.S. Luxembourg B 147.110.

Les comptes annuels au 31.12.2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2012139999/9.

(120185224) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 octobre 2012.

**Fitness First Luxembourg S.C.A., Société en Commandite par Actions.**

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

R.C.S. Luxembourg B 170.423.

In the year two thousand and twelve, on the fifth day of September.

Before Us, Maître Jean Seckler, notary residing in Junglinster, Grand Duchy of Luxembourg,

was held an extraordinary general meeting (the "Meeting") of the shareholders of Fitness First Luxembourg S.C.A., a corporate partnership limited by shares (société en commandite par actions), incorporated and existing under the laws of Luxembourg, having its registered office at 46A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 170423 (the "Company"). The Company has been incorporated on July 16, 2012 pursuant to a deed of Maître Jean Seckler, notary residing in Junglinster, Grand Duchy of Luxembourg, not yet published in the Mémorial C, Recueil des Sociétés et Associations. The articles of association of the Company (the "Articles") have not been amended since its incorporation.

The Meeting is opened at 02.00 p.m. and chaired by Mrs. Christina Schmit-Valent, employee, with professional address in Junglinster.

The Chairman appointed as secretary and the meeting elected as scrutineer Mr. Alain Thill, employee, with professional address in Junglinster.

The bureau of the Meeting having thus been formed, the Chairman declared that:

I. The shareholders of the Company (the "Shareholders") (present or represented) and the number of the shares they hold are shown on an attendance list. This attendance list as well as the proxies, after signature ne varietur by the representative(s)/proxy-holder(s) of the Shareholders and the officers of the Meeting will remain annexed to the present minutes.

II. As appears from said attendance list, the entire share capital of the Company is represented at the Meeting, so that the Meeting can validly decide on all the items of the agenda.

III. The agenda of the Meeting is the following:

1. Waiver of the convening notices;
2. Creation of new classes of shares, namely, (i) the class A shares, (ii) the class B shares, (iii) the class C shares, (iv) the class D shares, (v) the class E shares, (vi) the class F shares, (vii) the class G shares and (viii) the class H shares;
3. Increase of the share capital of the Company from its present amount of twenty-five thousand and six hundred British pounds and one pence (GBP 25,600.01.-) represented by two million five hundred and sixty thousand (2,560,000) Ordinary Shares and one (1) Management Share, all subscribed and fully paid-up, to fifty five thousand and six hundred British pounds and one pence (GBP 55,600.01.-) by way of the issuance of three hundred and seventy-five thousand (375,000) class A shares, three hundred and seventy-five thousand (375,000) class B shares, three hundred and seventy-five thousand (375,000) class C shares, three hundred and seventy-five thousand (375,000) class D shares, three hundred

and seventy-five thousand (375,000) class E shares, three hundred and seventy-five thousand (375,000) class F shares, three hundred and seventy-five thousand (375,000) class G shares, three hundred and seventy-five thousand (375,000) class H shares, having a nominal value of one pence (GBP 0.01) each;

4. Subscription to and payment of the share capital increase specified in item 3. above and payment of a share premium;

5. Decrease of the share capital of the Company from its present amount of fifty five thousand and six hundred British pounds and one pence (GBP 55,600.01.-) represented by two million five hundred and sixty thousand (2,560,000) Ordinary Shares, three hundred and seventy-five thousand (375,000) class A shares, three hundred and seventy-five thousand (375,000) class B shares, three hundred and seventy-five thousand (375,000) class C shares, three hundred and seventy-five thousand (375,000) class D shares, three hundred and seventy-five thousand (375,000) class E shares, three hundred and seventy-five thousand (375,000) class F shares, three hundred and seventy-five thousand (375,000) class G shares, three hundred and seventy-five thousand (375,000) class H shares and one (1) Management Share, all subscribed and fully paid-up, to thirty thousand British pounds and one pence (GBP 30,000.01.-) by way of the cancellation of two million five hundred and sixty thousand (2,560,000) Ordinary Shares, having a nominal value of one pence (GBP 0.01) each;

6. Amendment to the register of shareholders of the Company in order to reflect the share capital increase specified in item 3., and the share capital decrease specified in item 5., with power and authority given to the unlimited shareholder and manager of the Company, to proceed on behalf of the Company (i) with the registration of the newly issued shares in the register of shareholders of the Company and (ii) with the cancellation of the ordinary shares; and

7. Full restatement of the Articles, without amending the corporate object.

Now, therefore, the Shareholders, acting through their proxyholders, have requested the undersigned notary to record the following resolutions:

#### *First resolution*

The entirety of the share capital of the Company being represented, the Meeting waives the convening notice requirements, the Shareholders represented at the Meeting considering themselves as duly convened and declaring having perfect knowledge of the agenda which has been communicated to them in advance.

#### *Second resolution*

The Shareholders resolve to create new classes of shares of the Company, namely, (i) the class A shares (in case of plurality, the Class A Shares and individually, a Class A Share), (ii) the class B shares (in case of plurality, the Class B Shares and individually, a Class B Share), (iii) the class C shares (in case of plurality, the Class C Shares and individually, a Class C Share), (iv) the class D shares (in case of plurality, the Class D Shares and individually, a Class D Share), (v) the class E shares (in case of plurality, the Class E Shares and individually, a Class E Share), (vi) the class F shares (in case of plurality, the Class F Shares and individually, a Class F Share), (vii) the class G shares (in case of plurality, the Class G Shares and individually, a Class G Share) and (viii) the class H shares (in case of plurality, the Class H Shares and individually, a Class H Share), having a nominal value of one penny (GBP 0.01.-) each and which will have such rights and features as set out in the Articles as restated pursuant to the Sixth Resolution below.

#### *Third resolution*

The Shareholders resolve to increase the share capital of the Company from its present amount of twenty-five thousand and six hundred British pounds and one penny (GBP 25,600.01.-) represented by two million five hundred sixty thousand and one (2,560,000) Ordinary Shares and one (1) Management Share, all subscribed and fully paid-up, to fifty five thousand and six hundred British pounds and one penny (GBP 55,600.01.-) by way of the issuance of three hundred and seventy-five thousand (375,000) Class A Shares, three hundred and seventy-five thousand (375,000) Class B Shares, three hundred and seventy-five thousand (375,000) Class C Shares, three hundred and seventy-five thousand (375,000) Class D Shares, three hundred and seventy-five thousand (375,000) Class E Shares, three hundred and seventy-five thousand (375,000) Class F Shares, three hundred and seventy-five thousand (375,000) Class G Shares, three hundred and seventy-five thousand (375,000) Class H Shares, having a nominal value of one penny (GBP 0.01) each.

The Shareholders resolve to accept and record the following subscription to and full payment of the share capital increase as follows:

#### *Subscription - Payment*

1. OCM Luxembourg Fitness First Holdings S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée), having its registered office is at 26A, Boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 170.404 and having a share capital amounting to EUR 12,500.- (OCM), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) two hundred and five thousand six hundred and thirteen (205,613) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of one hundred and two thousand eight hundred and six British pounds and fifty pence (GBP 102,806.50.-) which shall be allocated as follows:

- an amount of two thousand and fifty-six British pounds and thirteen pence (GBP 2,056.13.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of one hundred thousand seven hundred and fifty British pounds and thirty-seven pence (GBP 100,750.37.-) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) two hundred and five thousand six hundred and thirteen (205,613) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of one hundred and two thousand eight hundred and six British pounds and fifty pence (GBP 102,806.50.-) which shall be allocated as follows:

- an amount of two thousand and fifty-six British pounds and thirteen pence (GBP 2,056.13.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of one hundred thousand seven hundred and fifty British pounds and thirty-seven pence (GBP 100,750.37.-) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) two hundred and five thousand six hundred and thirteen (205,613) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of one hundred and two thousand eight hundred and six British pounds and fifty pence (GBP 102,806.50.-) which shall be allocated as follows:

- an amount of two thousand and fifty-six British pounds and thirteen pence (GBP 2,056.13.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of one hundred thousand seven hundred and fifty British pounds and thirty-seven pence (GBP 100,750.37.-) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) two hundred and five thousand six hundred and thirteen (205,613) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of one hundred and two thousand eight hundred and six British pounds and fifty pence (GBP 102,806.50.-) which shall be allocated as follows:

- an amount of two thousand and fifty-six British pounds and thirteen pence (GBP 2,056.13.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of one hundred thousand seven hundred and fifty British pounds and thirty-seven pence (GBP 100,750.37.-) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) two hundred and five thousand six hundred and thirteen (205,613) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of one hundred and two thousand eight hundred and six British pounds and fifty pence (GBP 102,806.50.-) which shall be allocated as follows:

- an amount of two thousand and fifty-six British pounds and thirteen pence (GBP 2,056.13.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of one hundred thousand seven hundred and fifty British pounds and thirty-seven pence (GBP 100,750.37.-) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) two hundred and five thousand six hundred and thirteen (205,613) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of one hundred and two thousand eight hundred and six British pounds and fifty pence (GBP 102,806.50.-) which shall be allocated as follows:

- an amount of two thousand and fifty-six British pounds and thirteen pence (GBP 2,056.13.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of one hundred thousand seven hundred and fifty British pounds and thirty-seven pence (GBP 100,750.37.-) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) two hundred and five thousand six hundred and thirteen (205,613) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of one hundred and two thousand eight hundred and six British pounds and fifty pence (GBP 102,806.50.-) which shall be allocated as follows:

- an amount of two thousand and fifty-six British pounds and thirteen pence (GBP 2,056.13.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of one hundred thousand seven hundred and fifty British pounds and thirty-seven pence (GBP 100,750.37.-) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) two hundred and five thousand six hundred and thirteen (205,613) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of one hundred and two thousand eight hundred and six British pounds and fifty pence (GBP 102,806.50.-) which shall be allocated as follows:

- an amount of two thousand and fifty-six British pounds and thirteen pence (GBP 2,056.13.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of one hundred thousand seven hundred and fifty British pounds and thirty-seven pence (GBP 100,750.37.-) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

2. Citigroup Financial Products Inc., a private company incorporated under the laws of the State of New York, United States of America, having its registered office at 388 Greenwich Street, Floor 38, New York 10013, United States of America (Citigroup), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:



(a) five thousand four hundred fifty-one (5,451) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred twenty-five British pounds and five pence (GBP 2,725.50.-) which shall be allocated as follows:

- an amount of fifty-four British Pounds and fifty-one pence (GBP 54.51.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand six hundred seventy British Pounds and ninety-nine pence (GBP 2,670.99.-) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) five thousand four hundred fifty-one (5,451) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred twenty-five British pounds and five pence (GBP 2,725.50.-) which shall be allocated as follows:

- an amount of fifty-four British Pounds and fifty-one pence (GBP 54.51.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand six hundred seventy British Pounds and ninety-nine pence (GBP 2,670.99.-) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) five thousand four hundred fifty-one (5,451) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred twenty-five British pounds and five pence (GBP 2,725.50.-) which shall be allocated as follows:

- an amount of fifty-four British Pounds and fifty-one pence (GBP 54.51.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand six hundred seventy British Pounds and ninety-nine pence (GBP 2,670.99.-) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) five thousand four hundred fifty-one (5,451) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred twenty-five British pounds and five pence (GBP 2,725.50.-) which shall be allocated as follows:

- an amount of fifty-four British Pounds and fifty-one pence (GBP 54.51.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand six hundred seventy British Pounds and ninety-nine pence (GBP 2,670.99.-) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) five thousand four hundred fifty-one (5,451) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred twenty-five British pounds and five pence (GBP 2,725.50.-) which shall be allocated as follows:

- an amount of fifty-four British Pounds and fifty-one pence (GBP 54.51.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand six hundred seventy British Pounds and ninety-nine pence (GBP 2,670.99.-) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) five thousand four hundred fifty-one (5,451) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred twenty-five British pounds and five pence (GBP 2,725.50.-) which shall be allocated as follows:

- an amount of fifty-four British Pounds and fifty-one pence (GBP 54.51.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand six hundred seventy British Pounds and ninety-nine pence (GBP 2,670.99.-) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) five thousand four hundred fifty-one (5,451) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred twenty-five British pounds and five pence (GBP 2,725.50.-) which shall be allocated as follows:

- an amount of fifty-four British Pounds and fifty-one pence (GBP 54.51.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand six hundred seventy British Pounds and ninety-nine pence (GBP 2,670.99.-) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) five thousand four hundred fifty-one (5,451) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred twenty-five British pounds and five pence (GBP 2,725.50.-) which shall be allocated as follows:

- an amount of fifty-four British Pounds and fifty-one pence (GBP 54.51.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand six hundred seventy British Pounds and ninety-nine pence (GBP 2,670.99.-) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

3. City of New York Group Trust, a trust, having its registered office at One Bryant Park, 38<sup>th</sup> Floor, NY 10036, New York, United States of America (City of New York), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) five thousand five hundred eighty-three (5,583) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred ninety-one British Pounds and fifty pence (GBP 2,791.50.-) which shall be allocated as follows:

- an amount of fifty-five British Pounds and eighty-three pence (GBP 55.83.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand seven hundred thirty-five British Pounds and sixty-seven pence (GBP 2,735.67.-) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) five thousand five hundred eighty-three (5,583) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred ninety-one British Pounds and fifty pence (GBP 2,791.50.-) which shall be allocated as follows:

- an amount of fifty-five British Pounds and eighty-three pence (GBP 55.83.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand seven hundred thirty-five British Pounds and sixty-seven pence (GBP 2,735.67.-) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) five thousand five hundred eighty-three (5,583) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred ninety-one British Pounds and fifty pence (GBP 2,791.50.-) which shall be allocated as follows:

- an amount of fifty-five British Pounds and eighty-three pence (GBP 55.83.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand seven hundred thirty-five British Pounds and sixty-seven pence (GBP 2,735.67.-) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) five thousand five hundred eighty-three (5,583) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred ninety-one British Pounds and fifty pence (GBP 2,791.50.-) which shall be allocated as follows:

- an amount of fifty-five British Pounds and eighty-three pence (GBP 55.83.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand seven hundred thirty-five British Pounds and sixty-seven pence (GBP 2,735.67.-) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) five thousand five hundred eighty-three (5,583) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred ninety-one British Pounds and fifty pence (GBP 2,791.50.-) which shall be allocated as follows:

- an amount of fifty-five British Pounds and eighty-three pence (GBP 55.83.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand seven hundred thirty-five British Pounds and sixty-seven pence (GBP 2,735.67.-) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) five thousand five hundred eighty-three (5,583) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred ninety-one British Pounds and fifty pence (GBP 2,791.50.-) which shall be allocated as follows:

- an amount of fifty-five British Pounds and eighty-three pence (GBP 55.83.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand seven hundred thirty-five British Pounds and sixty-seven pence (GBP 2,735.67.-) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) five thousand five hundred eighty-three (5,583) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred ninety-one British Pounds and fifty pence (GBP 2,791.50.-) which shall be allocated as follows:

- an amount of fifty-five British Pounds and eighty-three pence (GBP 55.83.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand seven hundred thirty-five British Pounds and sixty-seven pence (GBP 2,735.67.-) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) five thousand five hundred eighty-three (5,583) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred ninety-one British Pounds and fifty pence (GBP 2,791.50.-) which shall be allocated as follows:

- an amount of fifty-five British Pounds and eighty-three pence (GBP 55.83.-) shall be allocated to the nominal share capital account of the Company, and



- an amount of two thousand seven hundred thirty-five British Pounds and sixty-seven pence (GBP 2,735.67.-) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

4. Corporate Debt Opportunities Fund L.P., a limited partnership, having its registered office at One Bryant Park, 38<sup>th</sup> Floor, NY 10036, New York, United States of America (Corporate Debt Opportunities Fund), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) seventeen thousand three hundred thirty-seven (17,337) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand six hundred sixty-eight British pounds and fifty pence (GBP 8,668.50.-) which shall be allocated as follows:

- an amount of one hundred seventy-three British Pounds and thirty-seven pence (GBP 173.37.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand four hundred ninety-five British Pounds and thirteen pence (GBP 8,495.13.-) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) seventeen thousand three hundred thirty-seven (17,337) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand six hundred sixty-eight British pounds and fifty pence (GBP 8,668.50.-) which shall be allocated as follows:

- an amount of one hundred seventy-three British Pounds and thirty-seven pence (GBP 173.37.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand four hundred ninety-five British Pounds and thirteen pence (GBP 8,495.13.-) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) seventeen thousand three hundred thirty-seven (17,337) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand six hundred sixty-eight British pounds and fifty pence (GBP 8,668.50.-) which shall be allocated as follows:

- an amount of one hundred seventy-three British Pounds and thirty-seven pence (GBP 173.37.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand four hundred ninety-five British Pounds and thirteen pence (GBP 8,495.13.-) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) seventeen thousand three hundred thirty-seven (17,337) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand six hundred sixty-eight British pounds and fifty pence (GBP 8,668.50.-) which shall be allocated as follows:

- an amount of one hundred seventy-three British Pounds and thirty-seven pence (GBP 173.37.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand four hundred ninety-five British Pounds and thirteen pence (GBP 8,495.13.-) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) seventeen thousand three hundred thirty-seven (17,337) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand six hundred sixty-eight British pounds and fifty pence (GBP 8,668.50.-) which shall be allocated as follows:

- an amount of one hundred seventy-three British Pounds and thirty-seven pence (GBP 173.37.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand four hundred ninety-five British Pounds and thirteen pence (GBP 8,495.13.-) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) seventeen thousand three hundred thirty-seven (17,337) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand six hundred sixty-eight British pounds and fifty pence (GBP 8,668.50.-) which shall be allocated as follows:

- an amount of one hundred seventy-three British Pounds and thirty-seven pence (GBP 173.37.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand four hundred ninety-five British Pounds and thirteen pence (GBP 8,495.13.-) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) seventeen thousand three hundred thirty-seven (17,337) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand six hundred sixty-eight British pounds and fifty pence (GBP 8,668.50.-) which shall be allocated as follows:

- an amount of one hundred seventy-three British Pounds and thirty-seven pence (GBP 173.37.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand four hundred ninety-five British Pounds and thirteen pence (GBP 8,495.13.-) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) seventeen thousand three hundred thirty-seven (17,337) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand six hundred sixty-eight British pounds and fifty pence (GBP 8,668.50.-) which shall be allocated as follows:

- an amount of one hundred seventy-three British Pounds and thirty-seven pence (GBP 173.37.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand four hundred ninety-five British Pounds and thirteen pence (GBP 8,495.13.-) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

5. Credit Agricole Corporate and Investment Bank, London Branch, having its office at Broadwalk House, 5 Appold Street, London, EC2A 2DA, United Kingdom (Credit Agricole), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) nineteen thousand six hundred thirty-three (19,633) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of nine thousand eight hundred sixteen British Pounds and fifty pence (GBP 9,816.50.-) which shall be allocated as follows:

- an amount of one hundred ninety-six British Pounds and thirty-three pence (GBP 196.33.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of nine thousand six hundred twenty British Pounds and seventeen pence (GBP 9,620.17.-) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) nineteen thousand six hundred thirty-three (19,633) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of nine thousand eight hundred sixteen British Pounds and fifty pence (GBP 9,816.50.-) which shall be allocated as follows:

- an amount of one hundred ninety-six British Pounds and thirty-three pence (GBP 196.33.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of nine thousand six hundred twenty British Pounds and seventeen pence (GBP 9,620.17.-) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) nineteen thousand six hundred thirty-three (19,633) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of nine thousand eight hundred sixteen British Pounds and fifty pence (GBP 9,816.50.-) which shall be allocated as follows:

- an amount of one hundred ninety-six British Pounds and thirty-three pence (GBP 196.33.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of nine thousand six hundred twenty British Pounds and seventeen pence (GBP 9,620.17.-) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) nineteen thousand six hundred thirty-three (19,633) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of nine thousand eight hundred sixteen British Pounds and fifty pence (GBP 9,816.50.-) which shall be allocated as follows:

- an amount of one hundred ninety-six British Pounds and thirty-three pence (GBP 196.33.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of nine thousand six hundred twenty British Pounds and seventeen pence (GBP 9,620.17.-) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) nineteen thousand six hundred thirty-three (19,633) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of nine thousand eight hundred sixteen British Pounds and fifty pence (GBP 9,816.50.-) which shall be allocated as follows:

- an amount of one hundred ninety-six British Pounds and thirty-three pence (GBP 196.33.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of nine thousand six hundred twenty British Pounds and seventeen pence (GBP 9,620.17.-) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) nineteen thousand six hundred thirty-three (19,633) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of nine thousand eight hundred sixteen British Pounds and fifty pence (GBP 9,816.50.-) which shall be allocated as follows:

- an amount of one hundred ninety-six British Pounds and thirty-three pence (GBP 196.33.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of nine thousand six hundred twenty British Pounds and seventeen pence (GBP 9,620.17.-) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) nineteen thousand six hundred thirty-three (19,633) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of nine thousand eight hundred sixteen British Pounds and fifty pence (GBP 9,816.50.-) which shall be allocated as follows:

- an amount of one hundred ninety-six British Pounds and thirty-three pence (GBP 196.33.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of nine thousand six hundred twenty British Pounds and seventeen pence (GBP 9,620.17.-) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) nineteen thousand six hundred thirty-three (19,633) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of nine thousand eight hundred sixteen British Pounds and fifty pence (GBP 9,816.50.-) which shall be allocated as follows:

- an amount of one hundred ninety-six British Pounds and thirty-three pence (GBP 196.33.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of nine thousand six hundred twenty British Pounds and seventeen pence (GBP 9,620.17.-) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

6. Credit Suisse Securities (USA) LLC, a company incorporated under the laws of the State of Delaware, United States of America, having its registered office at Eleven Madison Avenue, NY 10010, New York, United States of America (Credit Suisse), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) one thousand fifty (1,050) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred twenty-five British Pounds (GBP 525.-) which shall be allocated as follows:

- an amount of ten British Pounds and fifty pence (GBP 10.50.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred fourteen British Pounds and fifty pence (GBP 514.50.-) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) one thousand fifty (1,050) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred twenty-five British Pounds (GBP 525.-) which shall be allocated as follows:

- an amount of ten British Pounds and fifty pence (GBP 10.50.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred fourteen British Pounds and fifty pence (GBP 514.50.-) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) one thousand fifty (1,050) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred twenty-five British Pounds (GBP 525.-) which shall be allocated as follows:

- an amount of ten British Pounds and fifty pence (GBP 10.50.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred fourteen British Pounds and fifty pence (GBP 514.50.-) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) one thousand fifty (1,050) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred twenty-five British Pounds (GBP 525.-) which shall be allocated as follows:

- an amount of ten British Pounds and fifty pence (GBP 10.50.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred fourteen British Pounds and fifty pence (GBP 514.50.-) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) one thousand fifty (1,050) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred twenty-five British Pounds (GBP 525.-) which shall be allocated as follows:

- an amount of ten British Pounds and fifty pence (GBP 10.50.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred fourteen British Pounds and fifty pence (GBP 514.50.-) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) one thousand fifty (1,050) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred twenty-five British Pounds (GBP 525.-) which shall be allocated as follows:

- an amount of ten British Pounds and fifty pence (GBP 10.50.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred fourteen British Pounds and fifty pence (GBP 514.50.-) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) one thousand fifty (1,050) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred twenty-five British Pounds (GBP 525.-) which shall be allocated as follows:

- an amount of ten British Pounds and fifty pence (GBP 10.50.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred fourteen British Pounds and fifty pence (GBP 514.50.-) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) one thousand fifty (1,050) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred twenty-five British Pounds (GBP 525.-) which shall be allocated as follows:

- an amount of ten British Pounds and fifty pence (GBP 10.50.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred fourteen British Pounds and fifty pence (GBP 514.50.-) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

7. Deutsche Bank AG London, having its registered office at Winchester House, 1 Great Winchester Street, London, EC2N 2DB, United Kingdom (Deutsche Bank), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) one thousand forty-eight (1,048) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred twenty-four British Pounds (GBP 524.-) which shall be allocated as follows:

- an amount of forty-eight (GBP 10.48.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred thirteen British Pounds and fifty-two pence (GBP 513.52.-) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) one thousand forty-eight (1,048) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred twenty-four British Pounds (GBP 524.-) which shall be allocated as follows:

- an amount of forty-eight (GBP 10.48.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred thirteen British Pounds and fifty-two pence (GBP 513.52.-) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) one thousand forty-eight (1,048) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred twenty-four British Pounds (GBP 524.-) which shall be allocated as follows:

- an amount of ten British Pounds and forty-eight pence (GBP 10.48.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred thirteen British Pounds and fifty-two pence (GBP 513.52.-) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) one thousand forty-eight (1,048) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred twenty-four British Pounds (GBP 524.-) which shall be allocated as follows:

- an amount of ten British Pounds and forty-eight pence (GBP 10.48.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred thirteen British Pounds and fifty-two pence (GBP 513.52.-) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) one thousand forty-eight (1,048) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred twenty-four British Pounds (GBP 524.-) which shall be allocated as follows:

- an amount of ten British Pounds and forty-eight pence (GBP 10.48.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred thirteen British Pounds and fifty-two pence (GBP 513.52.-) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) one thousand forty-eight (1,048) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred twenty-four British Pounds (GBP 524.-) which shall be allocated as follows:

- an amount of ten British Pounds and forty-eight pence (GBP 10.48.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred thirteen British Pounds and fifty-two pence (GBP 513.52.-) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) one thousand forty-eight (1,048) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred twenty-four British Pounds (GBP 524.-) which shall be allocated as follows:

- an amount of ten British Pounds and forty-eight pence (GBP 10.48.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred thirteen British Pounds and fifty-two pence (GBP 513.52.-) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) one thousand forty-eight (1,048) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred twenty-four British Pounds (GBP 524.-) which shall be allocated as follows:

- an amount of ten British Pounds and forty-eight pence (GBP 10.48.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred thirteen British Pounds and fifty-two pence (GBP 513.52.-) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

8. Gold Coast Capital Subsidiary I Limited, a company, having its registered office at One Bryant Park, 38<sup>th</sup> Floor, NY 10036, New York, United States of America (Gold Coast), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) nine hundred thirteen (913) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four hundred fifty-six British Pounds and fifty pence (GBP 456.50.-) which shall be allocated as follows:

- an amount of nine British Pounds thirteen pence (GBP 9.13.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of four hundred forty-seven British Pounds and thirty-seven pence (447.37) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) nine hundred thirteen (913) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four hundred fifty-six British Pounds and fifty pence (GBP 456.50.-) which shall be allocated as follows:

- an amount of nine British Pounds thirteen pence (GBP 9.13.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of four hundred forty-seven British Pounds and thirty-seven pence (447.37) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) nine hundred thirteen (913) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four hundred fifty-six British Pounds and fifty pence (GBP 456.50.-) which shall be allocated as follows:

- an amount of nine British Pounds thirteen pence (GBP 9.13.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of four hundred forty-seven British Pounds and thirty-seven pence (447.37) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) nine hundred thirteen (913) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four hundred fifty-six British Pounds and fifty pence (GBP 456.50.-) which shall be allocated as follows:

- an amount of nine British Pounds thirteen pence (GBP 9.13.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of four hundred forty-seven British Pounds and thirty-seven pence (447.37) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) nine hundred thirteen (913) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four hundred fifty-six British Pounds and fifty pence (GBP 456.50.-) which shall be allocated as follows:

- an amount of nine British Pounds thirteen pence (GBP 9.13.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of four hundred forty-seven British Pounds and thirty-seven pence (447.37) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) nine hundred thirteen (913) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four hundred fifty-six British Pounds and fifty pence (GBP 456.50.-) which shall be allocated as follows:

- an amount of nine British Pounds thirteen pence (GBP 9.13.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of four hundred forty-seven British Pounds and thirty-seven pence (447.37) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) nine hundred thirteen (913) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four hundred fifty-six British Pounds and fifty pence (GBP 456.50.-) which shall be allocated as follows:

- an amount of nine British Pounds thirteen pence (GBP 9.13.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of four hundred forty-seven British Pounds and thirty-seven pence (447.37) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.



(h) nine hundred thirteen (913) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four hundred fifty-six British Pounds and fifty pence (GBP 456.50.-) which shall be allocated as follows:

- an amount of nine British Pounds thirteen pence (GBP 9.13.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of four hundred forty-seven British Pounds and thirty-seven pence (447.37) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

9. HSH NordBank AG, Luxembourg Branch, having its office at 2, rue Jean Monnet, L-2180 Luxembourg, Grand Duchy of Luxembourg (HSH), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) four hundred and nine (409) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two hundred and four British Pounds and fifty pence (GBP 204.50.-) which shall be allocated as follows:

- an amount of four British Pounds and nine pence (GBP 4.09.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two hundred British Pounds and forty-one pence (GBP 200.41.-) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) four hundred and nine (409) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two hundred and four British Pounds and fifty pence (GBP 204.50.-) which shall be allocated as follows:

- an amount of four British Pounds and nine pence (GBP 4.09.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two hundred British Pounds and forty-one pence (GBP 200.41.-) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) four hundred and nine (409) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two hundred and four British Pounds and fifty pence (GBP 204.50.-) which shall be allocated as follows:

- an amount of four British Pounds and nine pence (GBP 4.09.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two hundred British Pounds and forty-one pence (GBP 200.41.-) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) four hundred and nine (409) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two hundred and four British Pounds and fifty pence (GBP 204.50.-) which shall be allocated as follows:

- an amount of four British Pounds and nine pence (GBP 4.09.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two hundred British Pounds and forty-one pence (GBP 200.41.-) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) four hundred and nine (409) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two hundred and four British Pounds and fifty pence (GBP 204.50.-) which shall be allocated as follows:

- an amount of four British Pounds and nine pence (GBP 4.09.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two hundred British Pounds and forty-one pence (GBP 200.41.-) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) four hundred and nine (409) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two hundred and four British Pounds and fifty pence (GBP 204.50.-) which shall be allocated as follows:

- an amount of four British Pounds and nine pence (GBP 4.09.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two hundred British Pounds and forty-one pence (GBP 200.41.-) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) four hundred and nine (409) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two hundred and four British Pounds and fifty pence (GBP 204.50.-) which shall be allocated as follows:



- an amount of four British Pounds and nine pence (GBP 4.09.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two hundred British Pounds and forty-one pence (GBP 200.41.-) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) four hundred and nine (409) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two hundred and four British Pounds and fifty pence (GBP 204.50.-) which shall be allocated as follows:

- an amount of four British Pounds and nine pence (GBP 4.09.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two hundred British Pounds and forty-one pence (GBP 200.41.-) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

10. Innocap Fund SICAV P.L.C. in respect of Mason Sub-Fund, a public limited company, having its registered office at One Bryant Park, 38<sup>th</sup> Floor, NY 10036, New York, United States of America (Innocap), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) one thousand three hundred fifty-one (1,351) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred seventy-five British Pounds and fifty pence (GBP 675.50.-) which shall be allocated as follows:

- an amount of thirteen British Pounds and fifty-one pence (GBP 13.51.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred sixty-one British Pounds and ninety-nine pence (GBP 661.99.-) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) one thousand three hundred fifty-one (1,351) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred seventy-five British Pounds and fifty pence (GBP 675.50.-) which shall be allocated as follows:

- an amount of thirteen British Pounds and fifty-one pence (GBP 13.51.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred sixty-one British Pounds and ninety-nine pence (GBP 661.99.-) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) one thousand three hundred fifty-one (1,351) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred seventy-five British Pounds and fifty pence (GBP 675.50.-) which shall be allocated as follows:

- an amount of thirteen British Pounds and fifty-one pence (GBP 13.51.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred sixty-one British Pounds and ninety-nine pence (GBP 661.99.-) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) one thousand three hundred fifty-one (1,351) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred seventy-five British Pounds and fifty pence (GBP 675.50.-) which shall be allocated as follows:

- an amount of thirteen British Pounds and fifty-one pence (GBP 13.51.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred sixty-one British Pounds and ninety-nine pence (GBP 661.99.-) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) one thousand three hundred fifty-one (1,351) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred seventy-five British Pounds and fifty pence (GBP 675.50.-) which shall be allocated as follows:

- an amount of thirteen British Pounds and fifty-one pence (GBP 13.51.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred sixty-one British Pounds and ninety-nine pence (GBP 661.99.-) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) one thousand three hundred fifty-one (1,351) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred seventy-five British Pounds and fifty pence (GBP 675.50.-) which shall be allocated as follows:

- an amount of thirteen British Pounds and fifty-one pence (GBP 13.51.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred sixty-one British Pounds and ninety-nine pence (GBP 661.99.-) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) one thousand three hundred fifty-one (1,351) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred seventy-five British Pounds and fifty pence (GBP 675.50.-) which shall be allocated as follows:

- an amount of thirteen British Pounds and fifty-one pence (GBP 13.51.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred sixty-one British Pounds and ninety-nine pence (GBP 661.99.-) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) one thousand three hundred fifty-one (1,351) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred seventy-five British Pounds and fifty pence (GBP 675.50.-) which shall be allocated as follows:

- an amount of thirteen British Pounds and fifty-one pence (GBP 13.51.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred sixty-one British Pounds and ninety-nine pence (GBP 661.99.-) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

11. Investec Bank PLC, a public limited company incorporated under the laws of the United Kingdom, having its registered office at 2 Gresham Street, London, EC2V 7QP, United Kingdom (Investec), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) four thousand six hundred thirty-seven (4,637) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand three hundred eighteen British Pounds and fifty pence (GBP 2,318.50.-) which shall be allocated as follows:

- an amount of forty-six British Pounds and thirty-seven pence (GBP 46.37.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand two hundred seventy-two British Pounds and thirteen pence (GBP 2,272.13.-) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) four thousand six hundred thirty-seven (4,637) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand three hundred eighteen British Pounds and fifty pence (GBP 2,318.50.-) which shall be allocated as follows:

- an amount of forty-six British Pounds and thirty-seven pence (GBP 46.37.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand two hundred seventy-two British Pounds and thirteen pence (GBP 2,272.13.-) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) four thousand six hundred thirty-seven (4,637) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand three hundred eighteen British Pounds and fifty pence (GBP 2,318.50.-) which shall be allocated as follows:

- an amount of forty-six British Pounds and thirty-seven pence (GBP 46.37.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand two hundred seventy-two British Pounds and thirteen pence (GBP 2,272.13.-) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) four thousand six hundred thirty-seven (4,637) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand three hundred eighteen British Pounds and fifty pence (GBP 2,318.50.-) which shall be allocated as follows:

- an amount of forty-six British Pounds and thirty-seven pence (GBP 46.37.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand two hundred seventy-two British Pounds and thirteen pence (GBP 2,272.13.-) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) four thousand six hundred thirty-seven (4,637) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand three hundred eighteen British Pounds and fifty pence (GBP 2,318.50.-) which shall be allocated as follows:

- an amount of forty-six British Pounds and thirty-seven pence (GBP 46.37.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand two hundred seventy-two British Pounds and thirteen pence (GBP 2,272.13.-) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) four thousand six hundred thirty-seven (4,637) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand three hundred eighteen British Pounds and fifty pence (GBP 2,318.50.-) which shall be allocated as follows:

- an amount of forty-six British Pounds and thirty-seven pence (GBP 46.37.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand two hundred seventy-two British Pounds and thirteen pence (GBP 2,272.13.-) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) four thousand six hundred thirty-seven (4,637) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand three hundred eighteen British Pounds and fifty pence (GBP 2,318.50.-) which shall be allocated as follows:

- an amount of forty-six British Pounds and thirty-seven pence (GBP 46.37.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand two hundred seventy-two British Pounds and thirteen pence (GBP 2,272.13.-) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) four thousand six hundred thirty-seven (4,637) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand three hundred eighteen British Pounds and fifty pence (GBP 2,318.50.-) which shall be allocated as follows:

- an amount of forty-six British Pounds and thirty-seven pence (GBP 46.37.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand two hundred seventy-two British Pounds and thirteen pence (GBP 2,272.13.-) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

12. J.P. Morgan Securities PLC, a public limited company incorporated under the laws of England and Wales, having its registered office at 25, Bank Street, Canary Wharf, London, E14 5JP, United Kingdom, with registration number 2711006 (J.P. Morgan), here represented by Szymon DEC, with professional address at 26A, boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) seven thousand seven hundred fifty-seven (7,757) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three thousand eight hundred seventy-eight British Pounds and fifty pence (GBP 3,878.50.-) which shall be allocated as follows:

- an amount of seventy-seven British pounds and fifty-seven pence (GBP 77.57.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of three thousand eight hundred British Pounds and ninety-three pence (GBP 3,800.93.-) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) seven thousand seven hundred fifty-seven (7,757) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three thousand eight hundred seventy-eight British Pounds and fifty pence (GBP 3,878.50.-) which shall be allocated as follows:

- an amount of seventy-seven British pounds and fifty-seven pence (GBP 77.57.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of three thousand eight hundred British Pounds and ninety-three pence (GBP 3,800.93.-) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) seven thousand seven hundred fifty-seven (7,757) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three thousand eight hundred seventy-eight British Pounds and fifty pence (GBP 3,878.50.-) which shall be allocated as follows:

- an amount of seventy-seven British pounds and fifty-seven pence (GBP 77.57.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of three thousand eight hundred British Pounds and ninety-three pence (GBP 3,800.93.-) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) seven thousand seven hundred fifty-seven (7,757) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three thousand eight hundred seventy-eight British Pounds and fifty pence (GBP 3,878.50.-) which shall be allocated as follows:

- an amount of seventy-seven British pounds and fifty-seven pence (GBP 77.57.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of three thousand eight hundred British Pounds and ninety-three pence (GBP 3,800.93.-) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) seven thousand seven hundred fifty-seven (7,757) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three thousand eight hundred seventy-eight British Pounds and fifty pence (GBP 3,878.50.-) which shall be allocated as follows:

- an amount of seventy-seven British pounds and fifty-seven pence (GBP 77.57.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of three thousand eight hundred British Pounds and ninety-three pence (GBP 3,800.93.-) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) seven thousand seven hundred fifty-seven (7,757) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three thousand eight hundred seventy-eight British Pounds and fifty pence (GBP 3,878.50.-) which shall be allocated as follows:

- an amount of seventy-seven British pounds and fifty-seven pence (GBP 77.57.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of three thousand eight hundred British Pounds and ninety-three pence (GBP 3,800.93.-) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) seven thousand seven hundred fifty-seven (7,757) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three thousand eight hundred seventy-eight British Pounds and fifty pence (GBP 3,878.50.-) which shall be allocated as follows:

- an amount of seventy-seven British pounds and fifty-seven pence (GBP 77.57.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of three thousand eight hundred British Pounds and ninety-three pence (GBP 3,800.93.-) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) seven thousand seven hundred fifty-seven (7,757) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three thousand eight hundred seventy-eight British Pounds and fifty pence (GBP 3,878.50.-) which shall be allocated as follows:

- an amount of seventy-seven British pounds and fifty-seven pence (GBP 77.57.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of three thousand eight hundred British Pounds and ninety-three pence (GBP 3,800.93.-) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

13. KBC Bank, London Branch, having its office at 5<sup>th</sup> Floor, 111 Old Broad Street, London, EC2N 1BR, United Kingdom (KBC Bank), here represented by Szymon DEC, with professional address at 26A, boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) nine thousand seventy-one (9,071) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four thousand five hundred thirty-five British Pounds and fifty pence (GBP 4,535.50) which shall be allocated as follows:

- an amount of ninety British Pounds seventy-one pence (GBP 90.71.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of four thousand four hundred forty-four British Pounds and seventy-nine pence (4,444.79) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) nine thousand seventy-one (9,071) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four thousand five hundred thirty-five British Pounds and fifty pence (GBP 4,535.50) which shall be allocated as follows:

- an amount of ninety British Pounds seventy-one pence (GBP 90.71.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of four thousand four hundred forty-four British Pounds and seventy-nine pence (4,444.79) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) nine thousand seventy-one (9,071) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four thousand five hundred thirty-five British Pounds and fifty pence (GBP 4,535.50) which shall be allocated as follows:

- an amount of ninety British Pounds seventy-one pence (GBP 90.71.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of four thousand four hundred forty-four British Pounds and seventy-nine pence (4,444.79) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) nine thousand seventy-one (9,071) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four thousand five hundred thirty-five British Pounds and fifty pence (GBP 4,535.50) which shall be allocated as follows:

- an amount of ninety British Pounds seventy-one pence (GBP 90.71.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of four thousand four hundred forty-four British Pounds and seventy-nine pence (4,444.79) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) nine thousand seventy-one (9,071) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four thousand five hundred thirty-five British Pounds and fifty pence (GBP 4,535.50) which shall be allocated as follows:

- an amount of ninety British Pounds seventy-one pence (GBP 90.71.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of four thousand four hundred forty-four British Pounds and seventy-nine pence (4,444.79) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) nine thousand seventy-one (9,071) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four thousand five hundred thirty-five British Pounds and fifty pence (GBP 4,535.50) which shall be allocated as follows:

- an amount of ninety British Pounds seventy-one pence (GBP 90.71.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of four thousand four hundred forty-four British Pounds and seventy-nine pence (4,444.79) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) nine thousand seventy-one (9,071) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four thousand five hundred thirty-five British Pounds and fifty pence (GBP 4,535.50) which shall be allocated as follows:

- an amount of ninety British Pounds seventy-one pence (GBP 90.71.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of four thousand four hundred forty-four British Pounds and seventy-nine pence (4,444.79) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) nine thousand seventy-one (9,071) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four thousand five hundred thirty-five British Pounds and fifty pence (GBP 4,535.50) which shall be allocated as follows:

- an amount of ninety British Pounds seventy-one pence (GBP 90.71.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of four thousand four hundred forty-four British Pounds and seventy-nine pence (4,444.79) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

14. KTRS Credit Fund LP, a limited partnership, having its registered office at One Bryant Park, 38<sup>th</sup> Floor, NY 10036, New York, United States of America (KTRS), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) one thousand three hundred twenty-two (1,322) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred sixty-one British Pounds (GBP 661.-) which shall be allocated as follows:

- an amount of thirteen British Pounds and twenty-two pence (GBP 13.22.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred forty-seven British Pounds and seventy-eight pence (GBP 647.78.-) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) one thousand three hundred twenty-two (1,322) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred sixty-one British Pounds (GBP 661.-) which shall be allocated as follows:

- an amount of thirteen British Pounds and twenty-two pence (GBP 13.22.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred forty-seven British Pounds and seventy-eight pence (GBP 647.78.-) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) one thousand three hundred twenty-two (1,322) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred sixty-one British Pounds (GBP 661.-) which shall be allocated as follows:

- an amount of thirteen British Pounds and twenty-two pence (GBP 13.22.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred forty-seven British Pounds and seventy-eight pence (GBP 647.78.-) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) one thousand three hundred twenty-two (1,322) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred sixty-one British Pounds (GBP 661.-) which shall be allocated as follows:



- an amount of thirteen British Pounds and twenty-two pence (GBP 13.22.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred forty-seven British Pounds and seventy-eight pence (GBP 647.78.-) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) one thousand three hundred twenty-two (1,322) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred sixty-one British Pounds (GBP 661.-) which shall be allocated as follows:

- an amount of thirteen British Pounds and twenty-two pence (GBP 13.22.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred forty-seven British Pounds and seventy-eight pence (GBP 647.78.-) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) one thousand three hundred twenty-two (1,322) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred sixty-one British Pounds (GBP 661.-) which shall be allocated as follows:

- an amount of thirteen British Pounds and twenty-two pence (GBP 13.22.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred forty-seven British Pounds and seventy-eight pence (GBP 647.78.-) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) one thousand three hundred twenty-two (1,322) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred sixty-one British Pounds (GBP 661.-) which shall be allocated as follows:

- an amount of thirteen British Pounds and twenty-two pence (GBP 13.22.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred forty-seven British Pounds and seventy-eight pence (GBP 647.78.-) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) one thousand three hundred twenty-two (1,322) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred sixty-one British Pounds (GBP 661.-) which shall be allocated as follows:

- an amount of thirteen British Pounds and twenty-two pence (GBP 13.22.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred forty-seven British Pounds and seventy-eight pence (GBP 647.78.-) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

15. Marathon Blue Active Fund Ltd, a company, having its registered office at One Bryant Park, 38<sup>th</sup> Floor, New York, NY 10036, United States of America (Marathon Blue), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) one thousand one hundred one (1,101) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred fifty British Pounds and fifty pence (GBP 550.50.-) which shall be allocated as follows:

- an amount of eleven British Pounds and one pence (GBP 11.01.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred thirty-nine British Pounds and forty-nine pence (GBP 539.49.-) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) one thousand one hundred one (1,101) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred fifty British Pounds and fifty pence (GBP 550.50.-) which shall be allocated as follows:

- an amount of eleven British Pounds and one pence (GBP 11.01.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred thirty-nine British Pounds and forty-nine pence (GBP 539.49.-) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) one thousand one hundred one (1,101) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred fifty British Pounds and fifty pence (GBP 550.50.-) which shall be allocated as follows:

- an amount of eleven British Pounds and one pence (GBP 11.01.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred thirty-nine British Pounds and forty-nine pence (GBP 539.49.-) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.



(d) one thousand one hundred one (1,101) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred fifty British Pounds and fifty pence (GBP 550.50.-) which shall be allocated as follows:

- an amount of eleven British Pounds and one pence (GBP 11.01.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred thirty-nine British Pounds and forty-nine pence (GBP 539.49.-) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) one thousand one hundred one (1,101) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred fifty British Pounds and fifty pence (GBP 550.50.-) which shall be allocated as follows:

- an amount of eleven British Pounds and one pence (GBP 11.01.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred thirty-nine British Pounds and forty-nine pence (GBP 539.49.-) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) one thousand one hundred one (1,101) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred fifty British Pounds and fifty pence (GBP 550.50.-) which shall be allocated as follows:

- an amount of eleven British Pounds and one pence (GBP 11.01.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred thirty-nine British Pounds and forty-nine pence (GBP 539.49.-) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) one thousand one hundred one (1,101) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred fifty British Pounds and fifty pence (GBP 550.50.-) which shall be allocated as follows:

- an amount of eleven British Pounds and one pence (GBP 11.01.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred thirty-nine British Pounds and forty-nine pence (GBP 539.49.-) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) one thousand one hundred one (1,101) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of five hundred fifty British Pounds and fifty pence (GBP 550.50.-) which shall be allocated as follows:

- an amount of eleven British Pounds and one pence (GBP 11.01.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of five hundred thirty-nine British Pounds and forty-nine pence (GBP 539.49.-) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

16. Marathon Credit Dislocation Fund LP, a limited partnership incorporated under the laws of the State of Delaware, United States of America, having its registered office at One Bryant Park, 38<sup>th</sup> Floor, NY 10036, New York, United States of America (Marathon Credit), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) five thousand four hundred thirty-eight (5,438) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred nineteen British Pounds (GBP 2,719.-) which shall be allocated as follows:

- an amount of fifty-four British Pounds and thirty-eight pence (GBP 54.38.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand six hundred sixty-four British Pounds and sixty-two pence (GBP 2,664.62) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) five thousand four hundred thirty-eight (5,438) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred nineteen British Pounds (GBP 2,719.-) which shall be allocated as follows:

- an amount of fifty-four British Pounds and thirty-eight pence (GBP 54.38.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand six hundred sixty-four British Pounds and sixty-two pence (GBP 2,664.62) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) five thousand four hundred thirty-eight (5,438) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred nineteen British Pounds (GBP 2,719.-) which shall be allocated as follows:

- an amount of fifty-four British Pounds and thirty-eight pence (GBP 54.38.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand six hundred sixty-four British Pounds and sixty-two pence (GBP 2,664.62) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) five thousand four hundred thirty-eight (5,438) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred nineteen British Pounds (GBP 2,719.-) which shall be allocated as follows:

- an amount of fifty-four British Pounds and thirty-eight pence (GBP 54.38.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand six hundred sixty-four British Pounds and sixty-two pence (GBP 2,664.62) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) five thousand four hundred thirty-eight (5,438) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred nineteen British Pounds (GBP 2,719.-) which shall be allocated as follows:

- an amount of fifty-four British Pounds and thirty-eight pence (GBP 54.38.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand six hundred sixty-four British Pounds and sixty-two pence (GBP 2,664.62) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) five thousand four hundred thirty-eight (5,438) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred nineteen British Pounds (GBP 2,719.-) which shall be allocated as follows:

- an amount of fifty-four British Pounds and thirty-eight pence (GBP 54.38.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand six hundred sixty-four British Pounds and sixty-two pence (GBP 2,664.62) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) five thousand four hundred thirty-eight (5,438) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred nineteen British Pounds (GBP 2,719.-) which shall be allocated as follows:

- an amount of fifty-four British Pounds and thirty-eight pence (GBP 54.38.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand six hundred sixty-four British Pounds and sixty-two pence (GBP 2,664.62) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) five thousand four hundred thirty-eight (5,438) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two thousand seven hundred nineteen British Pounds (GBP 2,719.-) which shall be allocated as follows:

- an amount of fifty-four British Pounds and thirty-eight pence (GBP 54.38.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand six hundred sixty-four British Pounds and sixty-two pence (GBP 2,664.62) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

17. Marathon European Credit Opportunity Master Fund SPC for and on behalf of Segregated Portfolio A, a segregated portfolio company, having its registered office at One Bryant Park, 38<sup>th</sup> Floor, NY 10036, New York, United States of America (Marathon European A), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) seven hundred thirty-nine (739) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three hundred sixty-nine British Pounds and fifty pence (GBP 369.50.-) which shall be allocated as follows:

- an amount of seven British Pounds and thirty-nine pence (GBP 7.39.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of three hundred sixty-two British Pounds and eleven pence (GBP 362.11.-) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) seven hundred thirty-nine (739) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three hundred sixty-nine British Pounds and fifty pence (GBP 369.50.-) which shall be allocated as follows:

- an amount of seven British Pounds and thirty-nine pence (GBP 7.39.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of three hundred sixty-two British Pounds and eleven pence (GBP 362.11.-) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) seven hundred thirty-nine (739) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three hundred sixty-nine British Pounds and fifty pence (GBP 369.50.-) which shall be allocated as follows:

- an amount of seven British Pounds and thirty-nine pence (GBP 7.39.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of three hundred sixty-two British Pounds and eleven pence (GBP 362.11.-) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) seven hundred thirty-nine (739) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three hundred sixty-nine British Pounds and fifty pence (GBP 369.50.-) which shall be allocated as follows:

- an amount of seven British Pounds and thirty-nine pence (GBP 7.39.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of three hundred sixty-two British Pounds and eleven pence (GBP 362.11.-) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) seven hundred thirty-nine (739) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three hundred sixty-nine British Pounds and fifty pence (GBP 369.50.-) which shall be allocated as follows:

- an amount of seven British Pounds and thirty-nine pence (GBP 7.39.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of three hundred sixty-two British Pounds and eleven pence (GBP 362.11.-) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) seven hundred thirty-nine (739) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three hundred sixty-nine British Pounds and fifty pence (GBP 369.50.-) which shall be allocated as follows:

- an amount of seven British Pounds and thirty-nine pence (GBP 7.39.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of three hundred sixty-two British Pounds and eleven pence (GBP 362.11.-) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) seven hundred thirty-nine (739) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three hundred sixty-nine British Pounds and fifty pence (GBP 369.50.-) which shall be allocated as follows:

- an amount of seven British Pounds and thirty-nine pence (GBP 7.39.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of three hundred sixty-two British Pounds and eleven pence (GBP 362.11.-) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) seven hundred thirty-nine (739) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three hundred sixty-nine British Pounds and fifty pence (GBP 369.50.-) which shall be allocated as follows:

- an amount of seven British Pounds and thirty-nine pence (GBP 7.39.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of three hundred sixty-two British Pounds and eleven pence (GBP 362.11.-) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

18. Marathon European Credit Opportunity Master Fund SPC for and on behalf of Segregated Portfolio B, a segregated portfolio company, having its registered office at One Bryant Park, 38<sup>th</sup> Floor, New York, NY 10036, United States of America (Marathon European B), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) seventeen thousand seven hundred ninety (17,790) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand eight hundred ninety-five British Pounds (GBP 8,895.-) which shall be allocated as follows:

- an amount of one hundred and seventy-seven British Pounds and ninety pence (GBP 177.90.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand seven hundred seventeen British Pounds and ten pence (GBP 8,717.10.-) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) seventeen thousand seven hundred ninety (17,790) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand eight hundred ninety-five British Pounds (GBP 8,895.-) which shall be allocated as follows:

- an amount of one hundred and seventy-seven British Pounds and ninety pence (GBP 177.90.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand seven hundred seventeen British Pounds and ten pence (GBP 8,717.10.-) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) seventeen thousand seven hundred ninety (17,790) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand eight hundred ninety-five British Pounds (GBP 8,895.-) which shall be allocated as follows:

- an amount of one hundred and seventy-seven British Pounds and ninety pence (GBP 177.90.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand seven hundred seventeen British Pounds and ten pence (GBP 8,717.10.-) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) seventeen thousand seven hundred ninety (17,790) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand eight hundred ninety-five British Pounds (GBP 8,895.-) which shall be allocated as follows:

- one hundred and seventy-seven British Pounds and ninety pence (GBP 177.90.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand seven hundred seventeen British Pounds and ten pence (GBP 8,717.10.-) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) seventeen thousand seven hundred ninety (17,790) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand eight hundred ninety-five British Pounds (GBP 8,895.-) which shall be allocated as follows:

- one hundred and seventy-seven British Pounds and ninety pence (GBP 177.90.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand seven hundred seventeen British Pounds and ten pence (GBP 8,717.10.-) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) seventeen thousand seven hundred ninety (17,790) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand eight hundred ninety-five British Pounds (GBP 8,895.-) which shall be allocated as follows:

- one hundred and seventy-seven British Pounds and ninety pence (GBP 177.90.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand seven hundred seventeen British Pounds and ten pence (GBP 8,717.10.-) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) seventeen thousand seven hundred ninety (17,790) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand eight hundred ninety-five British Pounds (GBP 8,895.-) which shall be allocated as follows:

- one hundred and seventy-seven British Pounds and ninety pence (GBP 177.90.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand seven hundred seventeen British Pounds and ten pence (GBP 8,717.10.-) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) seventeen thousand seven hundred ninety (17,790) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand eight hundred ninety-five British Pounds (GBP 8,895.-) which shall be allocated as follows:

- one hundred and seventy-seven British Pounds and ninety pence (GBP 177.90.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand seven hundred seventeen British Pounds and ten pence (GBP 8,717.10.-) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

19. Marathon Special Opportunity Master Fund Ltd., a private company incorporated under the laws of the Cayman Islands, having its registered office at 89 Nexus Way, Camana Bay, Grand Cayman, Cayman Islands (Marathon Special), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) nine thousand four hundred sixty-eight (9,468) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four thousand seven hundred thirty-four British Pounds (GBP 4,734.-) which shall be allocated as follows:

- an amount of ninety-four British Pounds and sixty-eight pence (GBP 94.68) shall be allocated to the nominal share capital account of the Company, and

- an amount of four thousand six hundred thirty-nine British Pounds and thirty-two pence (GBP 4,639.32.-) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) nine thousand four hundred sixty-eight (9,468) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four thousand seven hundred thirty-four British Pounds (GBP 4,734.-) which shall be allocated as follows:

- an amount of ninety-four British Pounds and sixty-eight pence (GBP 94.68) shall be allocated to the nominal share capital account of the Company, and

- an amount of four thousand six hundred thirty-nine British Pounds and thirty-two pence (GBP 4,639.32.-) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) nine thousand four hundred sixty-eight (9,468) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four thousand seven hundred thirty-four British Pounds (GBP 4,734.-) which shall be allocated as follows:

- an amount of ninety-four British Pounds and sixty-eight pence (GBP 94.68) shall be allocated to the nominal share capital account of the Company, and

- an amount of four thousand six hundred thirty-nine British Pounds and thirty-two pence (GBP 4,639.32.-) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) nine thousand four hundred sixty-eight (9,468) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four thousand seven hundred thirty-four British Pounds (GBP 4,734.-) which shall be allocated as follows:

- an amount of ninety-four British Pounds and sixty-eight pence (GBP 94.68) shall be allocated to the nominal share capital account of the Company, and

- an amount of four thousand six hundred thirty-nine British Pounds and thirty-two pence (GBP 4,639.32.-) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) nine thousand four hundred sixty-eight (9,468) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four thousand seven hundred thirty-four British Pounds (GBP 4,734.-) which shall be allocated as follows:

- an amount of ninety-four British Pounds and sixty-eight pence (GBP 94.68) shall be allocated to the nominal share capital account of the Company, and

- an amount of four thousand six hundred thirty-nine British Pounds and thirty-two pence (GBP 4,639.32.-) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) nine thousand four hundred sixty-eight (9,468) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four thousand seven hundred thirty-four British Pounds (GBP 4,734.-) which shall be allocated as follows:

- an amount of ninety-four British Pounds and sixty-eight pence (GBP 94.68) shall be allocated to the nominal share capital account of the Company, and

- an amount of four thousand six hundred thirty-nine British Pounds and thirty-two pence (GBP 4,639.32.-) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) nine thousand four hundred sixty-eight (9,468) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four thousand seven hundred thirty-four British Pounds (GBP 4,734.-) which shall be allocated as follows:

- an amount of ninety-four British Pounds and sixty-eight pence (GBP 94.68) shall be allocated to the nominal share capital account of the Company, and

- an amount of four thousand six hundred thirty-nine British Pounds and thirty-two pence (GBP 4,639.32.-) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) nine thousand four hundred sixty-eight (9,468) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of four thousand seven hundred thirty-four British Pounds (GBP 4,734.-) which shall be allocated as follows:

- an amount of ninety-four British Pounds and sixty-eight pence (GBP 94.68) shall be allocated to the nominal share capital account of the Company, and

- an amount of four thousand six hundred thirty-nine British Pounds and thirty-two pence (GBP 4,639.32.-) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

20. Merrill Lynch International, a public unlimited company incorporated under the laws of the United Kingdom, having its registered office at 2 King Edward Street, London, EC1A 1HQ, United Kingdom (Merrill Lynch), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:



(a) four (4) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two British Pounds (GBP 2.-) which shall be allocated as follows:

- an amount of four pence (GBP 0.04.-) shall be allocated to the nominal share capital account of the Company, and
- an amount of one British Pound and ninety-six pence (GBP 1.96.-) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) four (4) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two British Pounds (GBP 2.-) which shall be allocated as follows:

- an amount of four pence (GBP 0.04.-) shall be allocated to the nominal share capital account of the Company, and
- an amount of one British Pound and ninety-six pence (GBP 1.96.-) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) four (4) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two British Pounds (GBP 2.-) which shall be allocated as follows:

- an amount of four pence (GBP 0.04.-) shall be allocated to the nominal share capital account of the Company, and
- an amount of one British Pound and ninety-six pence (GBP 1.96.-) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) four (4) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two British Pounds (GBP 2.-) which shall be allocated as follows:

- an amount of four pence (GBP 0.04.-) shall be allocated to the nominal share capital account of the Company, and
- an amount of one British Pound and ninety-six pence (GBP 1.96.-) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) four (4) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two British Pounds (GBP 2.-) which shall be allocated as follows:

- an amount of four pence (GBP 0.04.-) shall be allocated to the nominal share capital account of the Company, and
- an amount of one British Pound and ninety-six pence (GBP 1.96.-) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) four (4) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two British Pounds (GBP 2.-) which shall be allocated as follows:

- an amount of four pence (GBP 0.04.-) shall be allocated to the nominal share capital account of the Company, and
- an amount of one British Pound and ninety-six pence (GBP 1.96.-) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) four (4) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two British Pounds (GBP 2.-) which shall be allocated as follows:

- an amount of four pence (GBP 0.04.-) shall be allocated to the nominal share capital account of the Company, and
- an amount of one British Pound and ninety-six pence (GBP 1.96.-) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) four (4) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two British Pounds (GBP 2.-) which shall be allocated as follows:

- an amount of four pence (GBP 0.04.-) shall be allocated to the nominal share capital account of the Company, and
- an amount of one British Pound and ninety-six pence (GBP 1.96.-) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

21. MV Credit Opportunity Fund L.P., a limited partnership incorporated under the laws of the State of Delaware, United States of America, having its registered office at One Bryant Park, 38<sup>th</sup> Floor, NY 10036, New York, United States of America (MV), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) one thousand five hundred eighty-three (1,583) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of seven hundred ninety-one British Pounds and fifty pence (GBP 791.50.-) which shall be allocated as follows:

- an amount of fifteen British Pounds and eighty-three pence (GBP 15.83.-) shall be allocated to the nominal share capital account of the Company, and
- an amount of seven hundred seventy-five British Pounds and sixty-seven pence (GBP 775.67.-) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) one thousand five hundred eighty-three (1,583) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of seven hundred ninety-one British Pounds and fifty pence (GBP 791.50.-) which shall be allocated as follows:



- an amount of fifteen British Pounds and eighty-three pence (GBP 15.83.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of seven hundred seventy-five British Pounds and sixty-seven pence (GBP 775.67.-) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) one thousand five hundred eighty-three (1,583) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of seven hundred ninety-one British Pounds and fifty pence (GBP 791.50.-) which shall be allocated as follows:

- an amount of fifteen British Pounds and eighty-three pence (GBP 15.83.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of seven hundred seventy-five British Pounds and sixty-seven pence (GBP 775.67.-) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) one thousand five hundred eighty-three (1,583) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of seven hundred ninety-one British Pounds and fifty pence (GBP 791.50.-) which shall be allocated as follows:

- an amount of fifteen British Pounds and eighty-three pence (GBP 15.83.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of seven hundred seventy-five British Pounds and sixty-seven pence (GBP 775.67.-) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) one thousand five hundred eighty-three (1,583) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of seven hundred ninety-one British Pounds and fifty pence (GBP 791.50.-) which shall be allocated as follows:

- an amount of fifteen British Pounds and eighty-three pence (GBP 15.83.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of seven hundred seventy-five British Pounds and sixty-seven pence (GBP 775.67.-) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) one thousand five hundred eighty-three (1,583) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of seven hundred ninety-one British Pounds and fifty pence (GBP 791.50.-) which shall be allocated as follows:

- an amount of fifteen British Pounds and eighty-three pence (GBP 15.83.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of seven hundred seventy-five British Pounds and sixty-seven pence (GBP 775.67.-) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) one thousand five hundred eighty-three (1,583) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of seven hundred ninety-one British Pounds and fifty pence (GBP 791.50.-) which shall be allocated as follows:

- an amount of fifteen British Pounds and eighty-three pence (GBP 15.83.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of seven hundred seventy-five British Pounds and sixty-seven pence (GBP 775.67.-) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) one thousand five hundred eighty-three (1,583) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of seven hundred ninety-one British Pounds and fifty pence (GBP 791.50.-) which shall be allocated as follows:

- an amount of fifteen British Pounds and eighty-three pence (GBP 15.83.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of seven hundred seventy-five British Pounds and sixty-seven pence (GBP 775.67.-) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

22. National Australia Bank, London Branch, having its office at 88 Wood Street, London, EC2V 7QQ, United Kingdom (National Australia Bank), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) five hundred eleven British Pounds (511) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two hundred fifty-five British Pounds and fifty pence (GBP 255.50.-) which shall be allocated as follows:

- an amount of five British Pounds and eleven pence (GBP 5.11.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two hundred fifty British Pounds and thirty-nine pence (GBP 250.39.-) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) five hundred eleven British Pounds (511) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two hundred fifty-five British Pounds and fifty pence (GBP 255.50.-) which shall be allocated as follows:

- an amount of five British Pounds and eleven pence (GBP 5.11.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two hundred fifty British Pounds and thirty-nine pence (GBP 250.39.-) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) five hundred eleven British Pounds (511) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two hundred fifty-five British Pounds and fifty pence (GBP 255.50.-) which shall be allocated as follows:

- an amount of five British Pounds and eleven pence (GBP 5.11.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two hundred fifty British Pounds and thirty-nine pence (GBP 250.39.-) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) five hundred eleven British Pounds (511) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two hundred fifty-five British Pounds and fifty pence (GBP 255.50.-) which shall be allocated as follows:

- an amount of five British Pounds and eleven pence (GBP 5.11.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two hundred fifty British Pounds and thirty-nine pence (GBP 250.39.-) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) five hundred eleven British Pounds (511) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two hundred fifty-five British Pounds and fifty pence (GBP 255.50.-) which shall be allocated as follows:

- an amount of five British Pounds and eleven pence (GBP 5.11.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two hundred fifty British Pounds and thirty-nine pence (GBP 250.39.-) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) five hundred eleven British Pounds (511) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two hundred fifty-five British Pounds and fifty pence (GBP 255.50.-) which shall be allocated as follows:

- an amount of five British Pounds and eleven pence (GBP 5.11.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two hundred fifty British Pounds and thirty-nine pence (GBP 250.39.-) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) five hundred eleven British Pounds (511) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two hundred fifty-five British Pounds and fifty pence (GBP 255.50.-) which shall be allocated as follows:

- an amount of five British Pounds and eleven pence (GBP 5.11.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two hundred fifty British Pounds and thirty-nine pence (GBP 250.39.-) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) five hundred eleven British Pounds (511) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of two hundred fifty-five British Pounds and fifty pence (GBP 255.50.-) which shall be allocated as follows:

- an amount of five British Pounds and eleven pence (GBP 5.11.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two hundred fifty British Pounds and thirty-nine pence (GBP 250.39.-) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

23. Penteli Master Fund Ltd., a company, having its registered office at One Bryant Park, 38<sup>th</sup> Floor, NY 10036, New York, United States of America (Penteli), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) one thousand six hundred forty-one (1,641) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight hundred twenty British Pounds and fifty pence (GBP 820.50.-) which shall be allocated as follows:

- an amount of sixteen British Pounds and forty-one pence (GBP 16.41) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight hundred and four British Pounds and nine pence (GBP 804.09.-) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) one thousand six hundred forty-one (1,641) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight hundred twenty British Pounds and fifty pence (GBP 820.50.-) which shall be allocated as follows:

- an amount of sixteen British Pounds and forty-one pence (GBP 16.41) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight hundred and four British Pounds and nine pence (GBP 804.09.-) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) one thousand six hundred forty-one (1,641) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight hundred twenty British Pounds and fifty pence (GBP 820.50.-) which shall be allocated as follows:

- an amount of sixteen British Pounds and forty-one pence (GBP 16.41) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight hundred and four British Pounds and nine pence (GBP 804.09.-) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) one thousand six hundred forty-one (1,641) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight hundred twenty British Pounds and fifty pence (GBP 820.50.-) which shall be allocated as follows:

- an amount of sixteen British Pounds and forty-one pence (GBP 16.41) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight hundred and four British Pounds and nine pence (GBP 804.09.-) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) one thousand six hundred forty-one (1,641) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight hundred twenty British Pounds and fifty pence (GBP 820.50.-) which shall be allocated as follows:

- an amount of sixteen British Pounds and forty-one pence (GBP 16.41) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight hundred and four British Pounds and nine pence (GBP 804.09.-) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) one thousand six hundred forty-one (1,641) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight hundred twenty British Pounds and fifty pence (GBP 820.50.-) which shall be allocated as follows:

- an amount of sixteen British Pounds and forty-one pence (GBP 16.41) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight hundred and four British Pounds and nine pence (GBP 804.09.-) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) one thousand six hundred forty-one (1,641) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight hundred twenty British Pounds and fifty pence (GBP 820.50.-) which shall be allocated as follows:

- an amount of sixteen British Pounds and forty-one pence (GBP 16.41) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight hundred and four British Pounds and nine pence (GBP 804.09.-) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) one thousand six hundred forty-one (1,641) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight hundred twenty British Pounds and fifty pence (GBP 820.50.-) which shall be allocated as follows:

- an amount of sixteen British Pounds and forty-one pence (GBP 16.41) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight hundred and four British Pounds and nine pence (GBP 804.09.-) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

24. Sirius Investment Fund SICAV-SIF, a Luxembourg investment company with variable capital (société d'investissement à capital variable- SICAV), organised as a specialised investment fund (fonds d'investissement spécialisé) in the form of a public limited liability company (société anonyme), having its registered office at 31, Z.A. Bourmicht, L-8070 Bertrange,

Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 149.533 (Sirius), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) one thousand three hundred and eight (1,308) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred fifty-four British Pounds (GBP 654.-) which shall be allocated as follows:

- an amount of thirteen British Pounds and eight pence (GBP 13.08.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred forty British Pounds and ninety-two pence (GBP 640.92.-) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) one thousand three hundred and eight (1,308) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred fifty-four British Pounds (GBP 654.-) which shall be allocated as follows:

- an amount of thirteen British Pounds and eight pence (GBP 13.08.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred forty British Pounds and ninety-two pence (GBP 640.92.-) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) one thousand three hundred and eight (1,308) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred fifty-four British Pounds (GBP 654.-) which shall be allocated as follows:

- an amount of thirteen British Pounds and eight pence (GBP 13.08.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred forty British Pounds and ninety-two pence (GBP 640.92.-) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) one thousand three hundred and eight (1,308) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred fifty-four British Pounds (GBP 654.-) which shall be allocated as follows:

- an amount of thirteen British Pounds and eight pence (GBP 13.08.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred forty British Pounds and ninety-two pence (GBP 640.92.-) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) one thousand three hundred and eight (1,308) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred fifty-four British Pounds (GBP 654.-) which shall be allocated as follows:

- an amount of thirteen British Pounds and eight pence (GBP 13.08.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred forty British Pounds and ninety-two pence (GBP 640.92.-) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) one thousand three hundred and eight (1,308) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred fifty-four British Pounds (GBP 654.-) which shall be allocated as follows:

- an amount of thirteen British Pounds and eight pence (GBP 13.08.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred forty British Pounds and ninety-two pence (GBP 640.92.-) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) one thousand three hundred and eight (1,308) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred fifty-four British Pounds (GBP 654.-) which shall be allocated as follows:

- an amount of thirteen British Pounds and eight pence (GBP 13.08.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred forty British Pounds and ninety-two pence (GBP 640.92.-) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) one thousand three hundred and eight (1,308) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six hundred fifty-four British Pounds (GBP 654.-) which shall be allocated as follows:

- an amount of thirteen British Pounds and eight pence (GBP 13.08.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six hundred forty British Pounds and ninety-two pence (GBP 640.92.-) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

25. Tricadia Credit Investments S.à r.l., a private limited liability company (société à responsabilité limitée) organised and existing under the laws of Luxembourg, having its registered office at 6, rue Guillaume Schneider, L-2522 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 146.067 (Tricadia), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) six thousand fifty-nine (6,059) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three thousand twenty-nine British Pounds and fifty pence (GBP 3,029.50.-) which shall be allocated as follows:

- an amount of sixty British Pounds and fifty-nine pence (GBP 60.59.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand nine hundred sixty-eight British Pounds and ninety-one pence (GBP 2,968.91.-) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) six thousand fifty-nine (6,059) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three thousand twenty-nine British Pounds and fifty pence (GBP 3,029.50.-) which shall be allocated as follows:

- an amount of sixty British Pounds and fifty-nine pence (GBP 60.59.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand nine hundred sixty-eight British Pounds and ninety-one pence (GBP 2,968.91.-) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) six thousand fifty-nine (6,059) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three thousand twenty-nine British Pounds and fifty pence (GBP 3,029.50.-) which shall be allocated as follows:

- an amount of sixty British Pounds and fifty-nine pence (GBP 60.59.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand nine hundred sixty-eight British Pounds and ninety-one pence (GBP 2,968.91.-) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) six thousand fifty-nine (6,059) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three thousand twenty-nine British Pounds and fifty pence (GBP 3,029.50.-) which shall be allocated as follows:

- an amount of sixty British Pounds and fifty-nine pence (GBP 60.59.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand nine hundred sixty-eight British Pounds and ninety-one pence (GBP 2,968.91.-) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) six thousand fifty-nine (6,059) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three thousand twenty-nine British Pounds and fifty pence (GBP 3,029.50.-) which shall be allocated as follows:

- an amount of sixty British Pounds and fifty-nine pence (GBP 60.59.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand nine hundred sixty-eight British Pounds and ninety-one pence (GBP 2,968.91.-) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) six thousand fifty-nine (6,059) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three thousand twenty-nine British Pounds and fifty pence (GBP 3,029.50.-) which shall be allocated as follows:

- an amount of sixty British Pounds and fifty-nine pence (GBP 60.59.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand nine hundred sixty-eight British Pounds and ninety-one pence (GBP 2,968.91.-) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) six thousand fifty-nine (6,059) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three thousand twenty-nine British Pounds and fifty pence (GBP 3,029.50.-) which shall be allocated as follows:

- an amount of sixty British Pounds and fifty-nine pence (GBP 60.59.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand nine hundred sixty-eight British Pounds and ninety-one pence (GBP 2,968.91.-) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.



(h) six thousand fifty-nine (6,059) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of three thousand twenty-nine British Pounds and fifty pence (GBP 3,029.50.-) which shall be allocated as follows:

- an amount of sixty British Pounds and fifty-nine pence (GBP 60.59.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of two thousand nine hundred sixty-eight British Pounds and ninety-one pence (GBP 2,968.91.-) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

26. UBS AG, London Branch, having its office at 1 Finsbury Avenue, London, EC2M 2PP, United Kingdom (UBS), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) fourteen thousand three hundred thirty-two (14,332) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of seven thousand one hundred sixty-six British Pounds (GBP 7,166.-) which shall be allocated as follows:

- an amount of one hundred and forty-three British Pounds and thirty-two pence (GBP 143.32.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of seven thousand twenty-two British Pounds and sixty-eight pence (GBP 7,022.68) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) fourteen thousand three hundred thirty-two (14,332) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of seven thousand one hundred sixty-six British Pounds (GBP 7,166.-) which shall be allocated as follows:

- an amount of one hundred and forty-three British Pounds and thirty-two pence (GBP 143.32.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of seven thousand twenty-two British Pounds and sixty-eight pence (GBP 7,022.68) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) fourteen thousand three hundred thirty-two (14,332) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of seven thousand one hundred sixty-six British Pounds (GBP 7,166.-) which shall be allocated as follows:

- an amount of one hundred and forty-three British Pounds and thirty-two pence (GBP 143.32.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of seven thousand twenty-two British Pounds and sixty-eight pence (GBP 7,022.68) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) fourteen thousand three hundred thirty-two (14,332) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of seven thousand one hundred sixty-six British Pounds (GBP 7,166.-) which shall be allocated as follows:

- an amount of one hundred and forty-three British Pounds and thirty-two pence (GBP 143.32.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of seven thousand twenty-two British Pounds and sixty-eight pence (GBP 7,022.68) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) fourteen thousand three hundred thirty-two (14,332) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of seven thousand one hundred sixty-six British Pounds (GBP 7,166.-) which shall be allocated as follows:

- an amount of one hundred and forty-three British Pounds and thirty-two pence (GBP 143.32.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of seven thousand twenty-two British Pounds and sixty-eight pence (GBP 7,022.68) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) fourteen thousand three hundred thirty-two (14,332) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of seven thousand one hundred sixty-six British Pounds (GBP 7,166.-) which shall be allocated as follows:

- an amount of one hundred and forty-three British Pounds and thirty-two pence (GBP 143.32.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of seven thousand twenty-two British Pounds and sixty-eight pence (GBP 7,022.68) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) fourteen thousand three hundred thirty-two (14,332) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of seven thousand one hundred sixty-six British Pounds (GBP 7,166.-) which shall be allocated as follows:



- an amount of one hundred and forty-three British Pounds and thirty-two pence (GBP 143.32.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of seven thousand twenty-two British Pounds and sixty-eight pence (GBP 7,022.68) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) fourteen thousand three hundred thirty-two (14,332) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of seven thousand one hundred sixty-six British Pounds (GBP 7,166.-) which shall be allocated as follows:

- an amount of one hundred and forty-three British Pounds and thirty-two pence (GBP 143.32.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of seven thousand twenty-two British Pounds and sixty-eight pence (GBP 7,022.68) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

27. Warwick European Credit Opportunities Fund L.P., a private company incorporated under the laws of the Cayman Islands, having its registered office at Walker House, 87 Mary Street, George Town, Cayman Islands (Warwick 1), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) three thousand three hundred eighty-five (3,385) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of one thousand six hundred ninety-two British Pounds and fifty pence (GBP 1,692.50.-) which shall be allocated as follows:

- an amount of thirty-three British Pounds eighty-five pence (GBP 33.85.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of one thousand six hundred fifty-eight British Pounds sixty-five pence (GBP 1,658.65) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) three thousand three hundred eighty-five (3,385) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of one thousand six hundred ninety-two British Pounds and fifty pence (GBP 1,692.50.-) which shall be allocated as follows:

- an amount of thirty-three British Pounds eighty-five pence (GBP 33.85.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of one thousand six hundred fifty-eight British Pounds sixty-five pence (GBP 1,658.65) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) three thousand three hundred eighty-five (3,385) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of one thousand six hundred ninety-two British Pounds and fifty pence (GBP 1,692.50.-) which shall be allocated as follows:

- an amount of thirty-three British Pounds eighty-five pence (GBP 33.85.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of one thousand six hundred fifty-eight British Pounds sixty-five pence (GBP 1,658.65) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) three thousand three hundred eighty-five (3,385) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of one thousand six hundred ninety-two British Pounds and fifty pence (GBP 1,692.50.-) which shall be allocated as follows:

- an amount of thirty-three British Pounds eighty-five pence (GBP 33.85.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of one thousand six hundred fifty-eight British Pounds sixty-five pence (GBP 1,658.65) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) three thousand three hundred eighty-five (3,385) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of one thousand six hundred ninety-two British Pounds and fifty pence (GBP 1,692.50.-) which shall be allocated as follows:

- an amount of thirty-three British Pounds eighty-five pence (GBP 33.85.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of one thousand six hundred fifty-eight British Pounds sixty-five pence (GBP 1,658.65) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) three thousand three hundred eighty-five (3,385) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of one thousand six hundred ninety-two British Pounds and fifty pence (GBP 1,692.50.-) which shall be allocated as follows:

- an amount of thirty-three British Pounds eighty-five pence (GBP 33.85.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of one thousand six hundred fifty-eight British Pounds sixty-five pence (GBP 1,658.65) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) three thousand three hundred eighty-five (3,385) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of one thousand six hundred ninety-two British Pounds and fifty pence (GBP 1,692.50.-) which shall be allocated as follows:

- an amount of thirty-three British Pounds eighty-five pence (GBP 33.85.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of one thousand six hundred fifty-eight British Pounds sixty-five pence (GBP 1,658.65) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) three thousand three hundred eighty-five (3,385) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of one thousand six hundred ninety-two British Pounds and fifty pence (GBP 1,692.50.-) which shall be allocated as follows:

- an amount of thirty-three British Pounds eighty-five pence (GBP 33.85.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of one thousand six hundred fifty-eight British Pounds sixty-five pence (GBP 1,658.65) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

28. Warwick European Distressed & Special Situations Credit Fund L.P., a private company incorporated under the laws of the Cayman Islands, having its registered office at Walker House, 87 Mary Street, George Town, Cayman Islands (Warwick 2), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) twelve thousand nine hundred twenty (12,920) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six thousand four hundred sixty British Pounds (GBP 6,460.-) which shall be allocated as follows:

- an amount of one hundred twenty-nine British Pounds and twenty pence (GBP 129.20.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six thousand three hundred thirty British Pounds and eighty pence (GBP 6,330.80.-) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) twelve thousand nine hundred twenty (12,920) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six thousand four hundred sixty British Pounds (GBP 6,460.-) which shall be allocated as follows:

- an amount of one hundred twenty-nine British Pounds and twenty pence (GBP 129.20.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six thousand three hundred thirty British Pounds and eighty pence (GBP 6,330.80.-) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) twelve thousand nine hundred twenty (12,920) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six thousand four hundred sixty British Pounds (GBP 6,460.-) which shall be allocated as follows:

- an amount of one hundred twenty-nine British Pounds and twenty pence (GBP 129.20.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six thousand three hundred thirty British Pounds and eighty pence (GBP 6,330.80.-) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) twelve thousand nine hundred twenty (12,920) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six thousand four hundred sixty British Pounds (GBP 6,460.-) which shall be allocated as follows:

- an amount of one hundred twenty-nine British Pounds and twenty pence (GBP 129.20.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six thousand three hundred thirty British Pounds and eighty pence (GBP 6,330.80.-) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) twelve thousand nine hundred twenty (12,920) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six thousand four hundred sixty British Pounds (GBP 6,460.-) which shall be allocated as follows:

- an amount of one hundred twenty-nine British Pounds and twenty pence (GBP 129.20.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six thousand three hundred thirty British Pounds and eighty pence (GBP 6,330.80.-) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) twelve thousand nine hundred twenty (12,920) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six thousand four hundred sixty British Pounds (GBP 6,460.-) which shall be allocated as follows:

- an amount of one hundred twenty-nine British Pounds and twenty pence (GBP 129.20.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six thousand three hundred thirty British Pounds and eighty pence (GBP 6,330.80.-) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) twelve thousand nine hundred twenty (12,920) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six thousand four hundred sixty British Pounds (GBP 6,460.-) which shall be allocated as follows:

- an amount of one hundred twenty-nine British Pounds and twenty pence (GBP 129.20.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six thousand three hundred thirty British Pounds and eighty pence (GBP 6,330.80.-) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) twelve thousand nine hundred twenty (12,920) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of six thousand four hundred sixty British Pounds (GBP 6,460.-) which shall be allocated as follows:

- an amount of one hundred twenty-nine British Pounds and twenty pence (GBP 129.20.-) shall be allocated to the nominal share capital account of the Company, and

- an amount of six thousand three hundred thirty British Pounds and eighty pence (GBP 6,330.80.-) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

29. WOF II Holding S.à r.l., a private limited liability company (société à responsabilité limitée) organised and existing under the laws of Luxembourg, having its registered office at 15, rue Edward Steichen, L-2540 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 165.651 (WOF), here represented by Mr. Alain Thill, prenamed, by virtue of a power of attorney given under private seal, declares to subscribe to:

(a) seventeen thousand five hundred forty-six (17,546) Class A Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand seven hundred seventy-three British Pounds (GBP 8,773.-) which shall be allocated as follows:

- an amount of one hundred seventy-five British Pounds and forty-six pence (GBP 175.46) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand five hundred ninety-seven British Pounds and fifty-four pence (GBP 8,597.54) shall be allocated to the share premium reserve account of the Company linked to the Class A Shares.

(b) seventeen thousand five hundred forty-six (17,546) Class B Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand seven hundred seventy-three British Pounds (GBP 8,773.-) which shall be allocated as follows:

- an amount of one hundred seventy-five British Pounds and forty-six pence (GBP 175.46) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand five hundred ninety-seven British Pounds and fifty-four pence (GBP 8,597.54) shall be allocated to the share premium reserve account of the Company linked to the Class B Shares.

(c) seventeen thousand five hundred forty-six (17,546) Class C Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand seven hundred seventy-three British Pounds (GBP 8,773.-) which shall be allocated as follows:

- an amount of one hundred seventy-five British Pounds and forty-six pence (GBP 175.46) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand five hundred ninety-seven British Pounds and fifty-four pence (GBP 8,597.54) shall be allocated to the share premium reserve account of the Company linked to the Class C Shares.

(d) seventeen thousand five hundred forty-six (17,546) Class D Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand seven hundred seventy-three British Pounds (GBP 8,773.-) which shall be allocated as follows:

- an amount of one hundred seventy-five British Pounds and forty-six pence (GBP 175.46) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand five hundred ninety-seven British Pounds and fifty-four pence (GBP 8,597.54) shall be allocated to the share premium reserve account of the Company linked to the Class D Shares.

(e) seventeen thousand five hundred forty-six (17,546) Class E Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand seven hundred seventy-three British Pounds (GBP 8,773.-) which shall be allocated as follows:

- an amount of one hundred seventy-five British Pounds and forty-six pence (GBP 175.46) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand five hundred ninety-seven British Pounds and fifty-four pence (GBP 8,597.54) shall be allocated to the share premium reserve account of the Company linked to the Class E Shares.

(f) seventeen thousand five hundred forty-six (17,546) Class F Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand seven hundred seventy-three British Pounds (GBP 8,773.-) which shall be allocated as follows:

- an amount of one hundred seventy-five British Pounds and forty-six pence (GBP 175.46) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand five hundred ninety-seven British Pounds and fifty-four pence (GBP 8,597.54) shall be allocated to the share premium reserve account of the Company linked to the Class F Shares.

(g) seventeen thousand five hundred forty-six (17,546) Class G Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand seven hundred seventy-three British Pounds (GBP 8,773.-) which shall be allocated as follows:

- an amount of one hundred seventy-five British Pounds and forty-six pence (GBP 175.46) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand five hundred ninety-seven British Pounds and fifty-four pence (GBP 8,597.54) shall be allocated to the share premium reserve account of the Company linked to the Class G Shares.

(h) seventeen thousand five hundred forty-six (17,546) Class H Shares of the Company and to have them fully paid by a contribution in cash in an aggregate amount of eight thousand seven hundred seventy-three British Pounds (GBP 8,773.-) which shall be allocated as follows:

- an amount of one hundred seventy-five British Pounds and forty-six pence (GBP 175.46) shall be allocated to the nominal share capital account of the Company, and

- an amount of eight thousand five hundred ninety-seven British Pounds and fifty-four pence (GBP 8,597.54) shall be allocated to the share premium reserve account of the Company linked to the Class H Shares.

The amount of the increase of the share capital is forthwith at the free disposal of the Company, evidence of which has been given to the undersigned notary.

The Shareholders, OCM, Citigroup, City of New York, Corporate Debt Opportunities Fund, Credit Agricole, Credit Suisse, Deutsche Bank, Gold Coast, HSH, Innocap, Investec, J.P. Morgan, KBC Bank, KTRS, Marathon Blue, Marathon Credit, Marathon European A, Marathon European B, Marathon Special, Merrill Lynch, MV, National Australia Bank, Penteli, Sirius, Tricadia, UBS, Warwick 1, Warwick 2 and WOF now being all the "Shareholders" of the Company, have taken the following resolutions:

#### *Fourth resolution*

The Shareholders resolve to decrease the share capital of the Company from its present amount of fifty-five thousand and six hundred British Pounds and one penny (GBP 55,600.01.-) represented by two million five hundred and sixty thousand (2,560,000) Ordinary Shares, three hundred and seventy-five thousand (375,000) Class A Shares, three hundred and seventy-five thousand (375,000) Class B Shares, three hundred and seventy-five thousand (375,000) Class C Shares, three hundred and seventy-five thousand (375,000) Class D Shares, three hundred and seventy-five thousand (375,000) Class E Shares, three hundred and seventy-five thousand (375,000) Class F Shares, three hundred and seventy-five thousand (375,000) Class G Shares, three hundred and seventy-five thousand (375,000) Class H Shares and one (1) Management Share, all subscribed and fully paid-up, to thirty thousand British pounds and one penny (GBP 30,000.01.-) by way of the cancellation of two million five hundred and sixty thousand (2,560,000) Ordinary Shares, having a nominal value of one penny (GBP 0.01) each.

Fitness First Luxembourg, a Luxembourg private limited liability company (société à responsabilité limitée), whose registered office is located at 46A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 170.407, OCM, Citigroup, City of New York, Corporate Debt Opportunities Fund, Credit Agricole, Credit Suisse, Deutsche Bank, Gold Coast, HSH, Innocap, Investec, J.P. Morgan, KBC Bank, KTRS, Marathon Blue, Marathon Credit, Marathon European A, Marathon European B, Marathon Special, Merrill Lynch, MV, National Australia Bank, Penteli, Sirius, Tricadia, UBS, Warwick 1, Warwick 2 and WOF now being all the "Shareholders" of the Company, have taken the following resolutions:

#### *Fifth resolution*

The Shareholders resolve to amend the shareholders' register of the Company in order to reflect the above changes with power and authority given to the unlimited shareholder and manager of the Company and to any employee of the manager of the Company in Luxembourg, each acting individually, to proceed on behalf of the Company with the regis-

tration in the shareholders' register of the Company of (i) the newly issued Class A Shares, Class B Shares, Class C Shares, Class D Shares, Class E Shares, Class F Shares, Class G Shares and Class H Shares and (ii) the cancellation of the Ordinary Shares of the Company.

#### *Sixth resolution*

The Shareholders resolve to fully restate the Articles in order to reflect among others the above increase and decrease of share capital, which shall henceforth be read as follows:

#### *Definitions*

In these Articles of Association ("Articles") the following definitions shall have the following meanings:

"Affiliate" means, in relation to an Investor (including, without limitation, an Investor which is a unit trust, investment trust, limited partnership or general partnership) any other fund or company (including, without limitation, any unit trust, investment trust, limited partnership or general partnership):

- (a) which is a Group Undertaking for the time being of that Investor;
- (b) which is a general partner, trustee, or a nominee or a custodian or similar representative (under the laws of any jurisdiction) (a "Nominee") of that Investor or is a Group Undertaking for the time being of any such general partner, trustee or Nominee;
- (c) which is a manager or (on a continuing basis) adviser of that Investor, in each case whether alone or jointly with others, or is a Group Undertaking of any such manager or adviser;
- (d) which is advised on a continuing basis by, or the assets of which are managed from time to time, in each case whether solely or jointly with others by either:
  - (i) that Investor or a Group Undertaking for the time being of that Investor; or
  - (ii) a manager, adviser (on a continuing basis), general partner, trustee or Nominee of that Investor or by a Group Undertaking of any such manager, adviser, general partner, trustee or Nominee; or
  - (e) of which the general partner, trustee or Nominee of that Investor, or any Group Undertaking for the time being of any such general partner, trustee or Nominee, is a general partner, trustee, Nominee, manager or (on a continuing basis) adviser, provided that portfolio companies shall not be Affiliates of an Investor;

"Agreement" means any shareholders' agreement in respect of the Company that may exist from time to time;

"Asset Sale" means the sale of all or substantially all of the business or assets of the Group (whether through the sale of shares of a subsidiary or otherwise) to a bona fide third party on arm's length terms as part of a single transaction or a series of related transactions;

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for business in London and Luxembourg;

"Class 1 Warrant Instrument" means the Class 1 warrant instrument creating the Class 1 Warrants;

"Class 1 Warrants" means the Class 1 warrants issued to Fitness First PLC entitling it to subscribe for such number of Ordinary Shares and PECs on exercise as determined in accordance with the provisions of the Class 1 Warrant Instrument and the Agreement;

"Class 2 Warrant Instrument" means the Class 2 warrant instrument creating the Class 2 Warrants;

"Class 2 Warrants" means the Class 2 warrants issued to Fitness First PLC entitling it to subscribe for such number of Ordinary Shares and PECs on exercise as determined in accordance with the provisions of the Class 2 Warrant Instrument and the Agreement;

"Control" means, in relation to a person (the "Person"), the ability of a person or persons, directly or indirectly, to direct or cause the direction of the management and policies of the Person, whether through provisions contained in its memorandum or articles of association or, as the case may be, certificate of incorporation or bye-laws, statutes or other constitutional documents, the ownership of voting securities, by contract or otherwise, and a person or persons shall be deemed to have Control of a Person if that person or persons (directly or indirectly):

- (a) possesses, is entitled to acquire or has the ability to control the majority of the issued share capital or the voting rights in that a Person;
- (b) has the right to receive the majority of the income of that Person on any distribution by it of all of its income or the majority of its assets on a winding-up; or
- (c) has the right to appoint more than half of the Person's directors; and
- (d) for the avoidance of doubt, a person which is the general partner of a limited partnership Controls that limited partnership, and any derivative term or reference to "Controlled" or "Controlling" or under "Common Control" shall be construed accordingly;

"Debt Finance" means the facility provided under any new money facility that may be granted to the Company from time to time and, from time to time, any other facilities of the Group for the funding of any acquisitions, repayment of or refinancing of third party debt and capital expenditure and working capital;



"Equity Value" means, with respect to each class or type of Security to be sold in connection with any proposed Tag-Along Sale or Drag-Along Sale, the amount of proceeds to which the holder of such Securities would be entitled to receive pursuant to a hypothetical liquidation of the Company following the repayment of all obligations of the Company in accordance with their terms (but not tax obligations, liquidator's fees, advisers' fees and other third party obligations to the extent they would only arise as a result of such hypothetical liquidation) at the time of dispatch of the relevant Tag-Along Notice or Drag-Along Notice (as applicable), where the aggregate proceeds to be repaid and distributed in connection with such hypothetical liquidation shall be deemed to be an amount equal to the aggregate valuation of the Company implicit in the aggregate amount of proceeds to be received by the Tag-Along Seller(s) or Drag-Along Seller(s) (as applicable) in respect of the Securities to be sold by it pursuant to such Tag-Along Sale or Drag-Along Sale (as applicable);

"Fitness First Finance Limited" means a private limited company incorporated under the laws of England and Wales, whose registered office is at 58 Fleets Lane, Poole, Dorset BH15 3BT, with company number 15452198;

"Fitness First PLC" means Fitness First PLC, a public limited company incorporated in the Cayman Islands, whose registered office is at Appleby Trust (Cayman) Ltd, Clifton House, 75 Fort Street, PO BOX 1350, Grand Cayman, KY1-1108, Cayman Islands, company number FC030376;

"Group" means the Company and the Company's subsidiary undertakings from time to time, and "Group Company" shall be construed accordingly;

"Group Undertaking" means, in relation to any Investor, any holding company or subsidiary of that Investor and any other person that is, directly or indirectly Controlling, Controlled by and under common Control with that Investor, provided that portfolio companies shall not be Group Undertakings of an Investor;

"Independent Expert" means an internationally recognised firm of chartered accountants or investment bank (acting as an expert and not as an arbitrator) nominated by the Company;

"Investors" means: (i) the Oaktree Investors; (ii) the Marathon Investors; (iii) Fitness First PLC; (iv) the Minority Investors; (v) any person (other than a Group Company or any directors, officers, employees and consultants of the Group who are issued Reserved Shares under any management incentive plan in respect of the Company that may exist from time to time) to whom they or any of their respective transferees or custodian nominees may Transfer any of the Securities held by them in accordance with the Agreement and the Articles; (vi) any Permitted Transferees of such persons; and (vii) any other person, firm or company who is accepted as being or is required to be treated as being one of the Investors for the purposes of the Agreement and who is named as an Investor in a deed of accession to the Agreement (but not including any Group Company or any directors, officers, employees and consultants of the Group who are issued Reserved Shares under any management incentive plan in respect of the Company that may exist from time to time);

"IPO" means an initial public offering of the shares of the Company or any other Group Company by way of an admission to trading on a regulated market or other recognised investment exchange;

"Lead Investors" means each of Oaktree and Marathon and, if they so determine, any Permitted Transferee of Oaktree or Marathon who is named as a Lead Investor in any shareholders' agreement in respect to the Company that may exist from time to time;

"Listed Shares" means shares in the Company or any Group Company which are listed on any regulated market or other recognised investment exchange following an IPO;

"Management Shares" means the shares held by the unlimited liability shareholder;

"Marathon" shall have the meaning ascribed to it in the Agreement;

"Minority Investors" shall have the meaning ascribed to it in the Agreement;

"Oaktree" means OCM Luxembourg Fitness First Holdings S.à r.l., a private limited liability company (société à responsabilité limitée) organised and existing under the laws of Luxembourg, having its registered office at 26A, boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 170.404;

"Ordinary Shares" means the class "A" to "H" (inclusive) ordinary shares with a nominal value of one pence (GBP 0.01.-) each in the capital of the Company in issue from time to time;

"Original Holder" means, in relation to any Permitted Transferee, the person who made the Transfer of the relevant Securities to the Permitted Transferee or, in the case of a series of Transfers between Permitted Transferees, the person who made the initial Transfer of the relevant Securities to a Permitted Transferee, and for this purpose the relevant Securities mean the Securities held by the Permitted Transferee which resulted in the person becoming a Permitted Transferee;

"PECs" means the preferred equity certificates issued by the Company on and subject to the PEC terms and conditions;

"Permitted Transferee" means, in respect of each Investor, an Affiliate of that Investor;

"Relevant Percentage" means, in relation to a Lead Investor, a percentage calculated by dividing:

(a) the number of all Securities held by such Lead Investor and its Permitted Transferees at the relevant time,  
by

(b) the aggregate number of all Securities held by the Lead Investors and their Permitted Transferees at the relevant time;

"Reserved Shares" means such number of unissued shares in either the Company or a Group Company and having such economic rights as, in each case, the board of directors of Fitness First Finance Limited may determine, which are reserved for allotment and treatment in accordance with any management incentive plan in respect to the Company that may exist from time to time;

"Sale" means an Asset Sale or a Security Sale;

"Securities" means collectively or any of, as the context permits, the Shares, the PECs, the Warrants, any securities distributed as a dividend in kind in respect thereof, any securities exchanged therefor or issued in reclassification thereof, and any other securities (both equity and debt securities) and rights convertible into or exercisable or exchangeable for equity or debt securities of the Company or any Group Company issued to the Investors from time to time, but excluding for these purposes any and all rights in respect of the Debt Finance;

"Security Holder" means any person holding Securities;

"Security Sale" means the sale of all of the issued Securities of the Company to a bona fide third party on arm's length terms as part of a single transaction or a series of related transactions;

"Stapled Equity" means those Ordinary Shares and PECs in each case as are issued on or around the date on which any scheme arrangement under part 26 of the English Companies Act 2006 becomes effective and any subsequently issued Securities which are determined by the board of directors of Fitness First Finance Limited, at the time of such issue, to be Stapled Equity;

"Transfer" means in relation to any Security or any legal or beneficial interest in any Security, without limitation:

- (a) a sale, disposal, assignment or transfer of such Security or any legal or beneficial interest in such Security;
- (b) creating or permitting to subsist any pledge, charge, mortgage, lien, hypothecation or other security interest or any interest or equity of any person (including, without limitation, any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement or any agreement to create any of the above over such Security or any legal or beneficial interest in such Security;
- (c) creating any trust or conferring any interest over such Security or any legal or beneficial interest in such Security;
- (d) any agreement, arrangement or understanding in respect of votes or the right to receive dividends with respect to such Security;
- (e) the renunciation or assignment of any right to subscribe or receive an Security or any legal or beneficial interest in such Security;
- (f) any agreement to do any of the above, except an agreement to transfer such Security which is conditional on compliance with the terms of this Agreement; and
- (g) the transmission of such Security by operation of law, and "Transferred", "Transferor", "Transferee" and forms of the verb "to Transfer", shall be construed accordingly;

Warrants" means the Class 1 Warrants and the Class 2 Warrants.

## I. Name - Registered office - Object - Duration

**Art. 1. Name.** There is hereby established among the subscribers and all these who may become owners of the Shares mentioned hereafter a société en commandite par actions under the name of Fitness First Luxembourg S.C.A. (hereinafter the Company), which will be governed by the laws of Luxembourg, in particular by the law dated 10<sup>th</sup> August, 1915, on commercial companies, as amended (hereafter the Law), as well as by the present articles of association (hereafter the Articles).

### Art. 2. Registered Office.

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

2.2 Branches, subsidiaries or other offices may be established either in the Grand Duchy of Luxembourg or abroad by a decision of the Manager (as defined in Article 12). Within the same borough, the registered office may be transferred through simple resolution of the Manager. In the event that the Manager determines that extraordinary political, economical, and/or military events have occurred or are imminent which would interfere with the normal activities of the Company at its registered office or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these abnormal circumstances; such provisional measures shall have no effect on the nationality of the Company, which, notwithstanding such temporary transfer, shall remain a Luxembourg company.

### Art. 3. Object.

3.1 The object of the Company is the acquisition of participations, in Luxembourg or abroad, in any companies or enterprises in any form whatsoever and the administration, management, control and development of such participations. The Company may in particular acquire by way of subscription, purchase, exchange or in any other manner any stock, shares and/or other participation securities, bonds, debentures, certificates of deposit and/or other debt instruments and

more generally any securities and/or financial instruments issued by any public or private entity whatsoever. It may participate in the creation, development, management and control of any company or enterprise. It may further make direct or indirect real estate investments and invest in the acquisition and management of a portfolio of patents or other intellectual property rights of any nature or origin whatsoever.

3.2 The Company may borrow in any form whatsoever. It may issue notes, bonds and debentures and any kind of debt and/or equity securities. The Company may lend funds including, without limitation, the proceeds of any borrowings and/or issues of debt or equity securities to its subsidiaries, affiliated companies and/or any other companies and the Company may also give guarantees and pledge, transfer, encumber or otherwise create and grant security over all or over some of its assets to guarantee its own obligations and undertakings and/or obligations and undertakings of any other company, and, generally, for its own benefit and/or the benefit of any other company or person, in each case to the extent those activities are not considered as regulated activities of the financial sector.

3.3 The Company may generally employ any techniques and instruments relating to its investments for the purpose of their efficient management, including techniques and instruments designed to protect the Company against credit, currency exchange, interest rate risks and other risks.

3.4 The Company may generally carry out any operations and transactions, which directly or indirectly favour or relate to its object.

#### **Art. 4. Duration.**

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

4.2 The Company may be dissolved, at any time, by a resolution of the Shareholders of the Company adopted in the manner required to amend the Articles.

4.3 The Company shall not be dissolved in case the Manager resigns, is liquidated, is declared bankrupt or is unable to continue its business. In such circumstances article 13 shall apply.

## **II. Capital – Shares**

#### **Art. 5. Share Capital.**

5.1 The capital of the Company shall be represented by two categories of shares, namely management shares held by the manager as unlimited liability shareholder (actionnaire commandité) (in case of plurality, the Management Shares and individually, the Management Share) and class A shares (in case of plurality, the Class A Shares and individually, a Class A Share), class B shares (in case of plurality, the Class B Shares and individually, a Class B Share), class C shares (in case of plurality, the Class C Shares and individually, a Class C Share), class D shares (in case of plurality, the Class D Shares and individually, a Class D Share), class E shares (in case of plurality, the Class E Shares and individually, a Class E Share), class F shares (in case of plurality, the Class F Shares and individually, a Class F Share), class G shares (in case of plurality, the Class G Shares and individually, a Class G Share) and class H shares (in case of plurality, the Class H Shares and individually, a Class H Share) held by the limited liability shareholders (actionnaires commanditaires).

5.2 The issued capital of the Company is set at thirty thousand British pounds and one penny (GBP 30,000.01.-) represented by one (1) fully paid Management Share, three hundred and seventy-five thousand (375,000) Class A Shares, three hundred and seventy-five thousand (375,000) Class B Shares, three hundred and seventy-five thousand (375,000) Class C Shares, three hundred and seventy-five thousand (375,000) Class D Shares, three hundred and seventy-five thousand (375,000) Class E Shares, three hundred and seventy-five thousand (375,000) Class F Shares, three hundred and seventy-five thousand (375,000) Class G Shares and three hundred and seventy-five thousand (375,000) Class H Shares with nominal value of one penny (GBP 0.01.-) each, all fully subscribed and paid up.

5.3 The Management Share shall be held by Fitness First Luxembourg, as unlimited liability shareholder (actionnaire commandité) and as manager of the Company.

5.4 The manager of the Company is authorised, for a period of five (5) years starting on the date of the publication in the Mémorial C, Recueil des Sociétés et Associations of the deed recording the resolutions adopted at the extraordinary general meeting of the shareholder(s) of the Company on September 5, 2012 to:

- increase the current share capital in one or several times up to fifty thousand British Pounds (GBP 50,000.-), by the issue of up to five million (5,000,000) new shares with a par value of one pence (GBP 0,01.-) each, having the same rights as the existing shares;

- limit or withdraw the shareholders' preferential subscription rights to the new shares and determine the persons authorised to subscribe to the new shares; and

- record by way of a notarial deed each share capital increase and amend the share register accordingly.

5.5 Where a share premium is paid at the issuance of new shares, such share premium shall be exclusively linked to the class of shares for which it was paid in.

#### **Art. 6. Shares in registered form.**

6.1 All shares of the Company shall be issued in registered form.

6.2 A shareholders' register shall be kept by the Company or by one or more persons designated thereto by the Company, and such shareholders' register shall contain the name of each holder of shares, his residence or elected domicile as indicated to the Company and the number of shares held by him.

6.3 The inscription of the shareholder's name in the shareholders' register evidences his right to such shares.

6.4 The manager of the Company may accept and enter in the shareholders' register a transfer on the basis of any appropriated document(s) recording the transfer between the transferor and the transferee, subject to the transfer provisions set forth in the present Articles.

6.5 Shareholders shall provide the Company with an address to be entered into the shareholders' register, to which all notices and announcements may be sent. Shareholders may, at any time, change their address as entered into the shareholders' register by means of a written notification to the Company.

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

#### **Art. 7. Certification of shares.**

7.1 Written confirmation that an entry has been made in the shareholders' register will be provided to the shareholders.

7.2 The transfer of shares shall be made by a written declaration of transfer inscribed in the shareholders' register and dated and signed by the transferor and the transferee, or by their duly-appointed agents. The Company may accept any other document, instrument, writing or correspondence as sufficient proof of the transfer.

7.3 No entry shall be made in the shareholders' register and no notice of a transfer shall be recognised by the Company during the period starting on the fifth (5) working day before the date of a general meeting of shareholders and ending at the close of that general meeting, unless the manager of the Company establishes a shorter period.

#### **Art. 8. Shares - Voting Rights.**

8.1 Subject as set forth in these Articles, each share shall be entitled to one vote at all general meetings of shareholders.

#### **Art. 9. Cancellation - Repurchase of shares.**

9.1 The share capital of the Company may be reduced through the cancellation of shares of the Company including by the cancellation of one or more classes of shares of the Company through the repurchase and cancellation of all or part of the shares in issue in such class(es). In the case of repurchases and cancellations such repurchases and cancellations of classes of shares of the Company shall be made in the reverse alphabetical order (starting with class H).

9.2 As is more specifically prescribed herein below, the Company has the power to repurchase its own shares at any time within the limitations set forth by law.

9.3 No repurchase may be required by shareholders and shares of the Company, if repurchased, will be repurchased, subject to the conditions laid down by law, by the Company upon a decision by the manager of the Company only.

#### **Art. 10. Restrictions on Transfers.**

10.1 The Investors shall not Transfer any of their Securities unless the Transfer is permitted by Article 11 (Transfers).

10.2 In the event of any purported Transfer in violation of the provisions of the Agreement, such purported Transfer shall be void and of no effect, the directors of Fitness First Finance Limited shall not register such purported Transfer and the purported Transferee shall have no rights or privileges in or with respect to such Securities or the Agreement.

10.3 If, while a Permitted Transferee holds any Securities, such Permitted Transferee will cease to qualify as a Permitted Transferee in relation to the Original Holder (an "Unwinding Event"), then, prior to such Unwinding Event, such Original Holder (or its legal representatives (if applicable)) and the Permitted Transferee shall take all actions necessary to effect a Transfer of all the Securities held by the relevant Permitted Transferee either back to the Original Holder or to another person that qualifies as a Permitted Transferee of such Original Holder and, until such Transfer has occurred, such relevant Permitted Transferee shall not be entitled to vote or otherwise Transfer any of its Securities and all other rights with respect to its Securities other than pursuant to this Article 10.3 shall be suspended.

#### **Art. 11. Transfers.**

11.1 An Investor may Transfer any of the Securities it holds at any time, subject to the provisions of this Article 11 (Transfers) and Article 12 (Tag-Along Rights), 13 (Drag-Along Rights) and 14 (Right of First Refusal) and provided that the Transferee shall have first entered into a deed of accession to the Agreement.

11.2 Any Securities comprised in the Stapled Equity which are proposed to be Transferred by any Investor may only be so Transferred if they are Transferred together with a proportionate amount of each other class of Securities constituting such Investor's holding of Stapled Equity, unless otherwise agreed by the board of directors of Fitness First Finance Limited.

11.3 A Transfer of Securities may not be undertaken without the prior written consent of the board of directors of Fitness First Finance Limited, if the proposed Transferee (or any of its Affiliates) is an actual or potential business competitor of the Group.

## Art. 12. Tag-Along Sale.

12.1 If any Investor(s) (the "Tag-Along Seller") proposes to make a Transfer of any Securities to any person or related persons (the "Tag-Along Purchaser") by way of a sale, or a series of related sales that would result in more than 22.5 per cent. of the aggregate number of Ordinary Shares held by Investors being Transferred to the Tag-Along Purchaser pursuant to such sale or series of related sales, other than where:

- such Transfer(s) is to a Permitted Transferee;
- a Drag-Along Notice (as defined hereafter) has been served; or
- such Transfer(s) is to the Lead Investor(s) pursuant to Article 14 (Right of First Refusal),

(a "Tag-Along Sale"), the other Security Holders shall, subject to the terms of the Agreement in relation to the Warrants, have the opportunity ("Tag-Along Right") to sell to the Tag-Along Purchaser, subject to Article 12.2, a number of the same class of such Securities (for these purposes all Ordinary Shares and Reserved Shares shall be treated as a single class of Securities) proposed to be sold by the Tag-Along Seller(s) (the "Tag-Along Securities") as is equal to the pro rata proportion that the Tag-Along Securities proposed to be sold by the Tag-Along Seller(s) represent of the Tag-Along Seller(s)' aggregate holding of the relevant Securities, subject to and in accordance with the terms and conditions of this Article 12.

12.2 If a Tag-Along Sale is initiated in connection with a proposed Sale, the Tagging Security Holders (as defined below), shall also be entitled to sell all of their respective Securities pursuant to such Tag-Along Sale and otherwise in accordance with this Article 12.

12.3 Not less than 20 days prior to any proposed Tag-Along Sale pursuant to this Article 12, the Tag-Along Seller(s) shall deliver to the Company and the other Security Holders a written notice (a "Tag-Along Notice") which notice shall set out:

- the total number of Securities proposed to be sold to the Tag-Along Purchaser and the aggregate number of Tag-Along Securities up to which the other Security Holders may together Transfer pursuant to Article 12.1 (the "Total Tag-Along Securities");
- the type and amount of consideration to be paid by the Tag-Along Purchaser for each Security;
- details of the person who has expressed an interest in acquiring any of the Securities; and
- all other material terms and conditions, if any, of such transaction.

12.4 If a Security Holder exercises its Tag-Along Right pursuant to this Article 12 (in such event, a "Tagging Security Holder"), the Tagging Security Holder shall notify the Tag-Along Seller(s) within 15 days following the date of the Tag-Along Notice that it wishes to exercise its Tag-Along Right and, at the Tag-Along Seller's request, not less than two Business Days prior to the proposed Transfer, the Tagging Security Holder shall deliver to the Tag-Along Seller(s) all documents (if any) required to be executed in connection with such transaction which shall be on the terms required by this Article 12. Pending consummation of the Tag-Along Sale, the Tag-Along Seller shall promptly notify the Tagging Security Holder of any changes in the proposed timing for the Tag-Along Sale and any other material developments in connection therewith.

12.5 If the Tag-Along Sale shall not have been completed within 60 days following the date of the Tag-Along Notice, the Tag-Along Seller(s) shall promptly return to the Tagging Security Holder all documents (if any) previously delivered by the Tagging Security Holder to the Tag-Along Seller, and all the restrictions on Transfer contained in this Agreement with respect to Securities held or owned by the Tag-Along Seller(s) and such Tagging Security Holder shall again be in effect.

12.6 The Tag-Along Seller(s) shall furnish or shall procure that the Tag-Along Purchaser furnishes such evidence of completion of such Tag-Along Sale as may be reasonably requested by any Tagging Security Holder.

12.7 If the Tagging Security Holder properly exercises its Tag-Along Right:

- the sale of its Tag-Along Securities in the Tag-Along Sale shall occur concurrently with the sale by the Tag-Along Seller(s) of its Securities in the Tag-Along Sale;
- such Tagging Security Holder shall receive an aggregate amount equal to the Equity Value for its Tag-Along Securities; and
- such Tag-Along Sale shall otherwise be on the same terms and conditions upon which the Tag-Along Seller(s) is selling its Securities in such Tag-Along Sale (including, for the avoidance of doubt, participating in any escrow arrangements on the same terms as the Tag-Along Seller pro rata to its participation in the proceeds of such Tag-Along Sale), provided that:

each Tagging Security Holder shall only be required to give the same warranties as are provided to the Tag-Along Purchaser by the Tag-Along Seller(s); and

liability in respect of claims brought under such warranties shall be borne by the Tag-Along Seller and each Tagging Security Holder pro rata to its participation in such Tag-Along Sale.

12.8 If the Tag-Along Sale is subject to any prior regulatory approval, the 60 day period during which the Tag-Along Sale may be consummated as set out in Article 12.5 shall be extended until the expiration of five Business Days after all



such approvals shall have been received, and provided further that such time period shall not exceed 120 days from the date of the Tag-Along Notice without the consent of both the Tag-Along Seller(s) and each Tagging Security Holder.

12.9 The provisions of this Article 12 shall not apply to any Transfer of Listed Shares following or as part of an IPO which shall be governed by the provisions of any lock-up agreement and/or orderly marketing agreement.

12.10 For the purposes of this Article 12, Securities shall not include the Warrants.

### **Art. 13. Drag-Along Sale.**

13.1 If any Investor(s) (the "Drag-Along Seller"):

- proposes to make a Transfer of any Securities to any person or related persons (the "Drag-Along Purchaser"), other than to a Permitted Transferee, by way of a sale or series of related sales; and
- such Drag-Along Sale would result in more than 50 per cent. of the aggregate number of Ordinary Shares held by Investors being Transferred to the Drag-Along Purchaser pursuant to such sale or series of related sales,

(a "Drag-Along Sale") then the Drag-Along Seller shall have the right, subject to the terms of the Agreement in relation to the Warrants, to require all other Security Holders (the "Remaining Security Holders") to sell to the Drag-Along Purchaser, subject to Article 13.2, a number of the same class of such Securities (for these purposes all Ordinary Shares and Reserved Shares shall be treated as a single class of Securities) proposed to be sold by the Drag-Along Seller(s) (the "Drag-Along Securities") as is equal to the pro rata proportion that the Drag-Along Securities proposed to be sold by the Drag-Along Seller(s) represent of the Drag-Along Seller(s)' aggregate holding of the relevant Securities, by giving written notice to that effect to each Remaining Security Holder (the "Drag-Along Notice") at least 21 days prior to the anticipated closing date of such a Drag-Along Sale.

13.2 If a Drag-Along Sale is initiated in connection with a proposed Sale, the Drag-Along Seller(s) may require the Remaining Security Holders to sell all of their respective Securities pursuant to such Drag-Along Sale and otherwise in accordance with this Article 13.

13.3 The Drag-Along Notice shall specify:

- the number of Drag-Along Securities which the Remaining Security Holder is required to Transfer pursuant to this Article 13;
- the identity of the Drag-Along Purchaser(s);
- the aggregate Equity Value which the Remaining Security Holder will be entitled to receive in respect of its Drag-Along Securities;
- the other material terms and conditions of the Drag-Along Sale; and
- the proposed date of the Drag-Along Sale.

13.4 The Drag-Along Notice shall be accompanied by copies of all documents required to be executed by the Remaining Security Holders to give effect to the Drag-Along Sale, and such Drag-Along Sale shall be on the same terms and conditions (including, for the avoidance of doubt, as to participating in any escrow arrangements on the same terms as the Drag-Along Seller(s) pro rata to its participation in such Drag-Along Sale) as shall have been agreed between the Drag-Along Seller(s) and the proposed Drag-Along Purchaser, provided that:

- the Remaining Security Holders shall only be obliged to give or be liable for customary warranties in relation to title, capacity and authority; and
- liability in respect of claims brought under such warranties shall be borne (i) severally by the Drag-Along Seller(s) and each Remaining Security Holder, and (ii) if more than one party is liable in respect of any such claim, between such parties pro rata to their participation in the proceeds of such Drag-Along Sale.

13.5 Each Remaining Security Holder, upon receipt of the Drag-Along Notice, shall be obliged to:

- sell all of their Drag-Along Securities at the Equity Value, and participate in the Drag-Along Sale;
  - in respect of any Securities owned, vote their Securities in favour of the Drag-Along Sale at any meeting of security holders called to vote on or approve the Drag-Along Sale and/or consent in writing to the Drag-Along Sale;
  - use best endeavours to procure that any Directors designated by it vote in favour of the Drag-Along Sale; and
  - bear any costs of a Drag-Along Sale pro rata to its participation in the proceeds of such Drag-Along Sale,
- and, without prejudice to the above, shall not take any steps or omit to take any steps to frustrate the Drag-Along Sale.

13.6 If following the 120<sup>th</sup> day from the date of the Drag-Along Notice the Drag-Along Seller(s) have not completed the proposed transaction, the Drag-Along Notice shall cease to be of effect and each Remaining Security Holder shall be irrevocably released from such obligations under the Drag-Along Notice and the rights of the Drag-Along Sellers pursuant to this Article 13 shall be reinstated.

13.7 Nothing in this Article 13 shall require the Drag-Along Purchaser to offer equality of treatment to other Security Holders with respect to any opportunities to roll-over into the Drag-Along Purchaser's ownership structure.

13.8 Following the issue of a Drag-Along Notice, if any person is issued or otherwise acquires any new or additional Securities (a "New Holder"), a Drag-Along Notice shall be deemed to have been served upon such New Holder on the same terms as the previous Drag-Along Notice. The New Holder will be bound to sell and transfer the relevant number

of such new Securities (as determined in accordance with Clauses 13.1 and 13.2) acquired by him or it to the Drag-Along Purchaser or as it may direct and the provisions of this Article 13 shall apply to the New Holder (with necessary modification) in respect of its holding of such new Securities.

13.9 A Remaining Security Holder shall be entitled to dispute the aggregate Equity Value which they are specified as being entitled to receive in the Drag-Along Notice (a "Disputed Amount" by objecting in writing to the Company within five Business Days of the Drag-Along Notice being delivered (a "Drag Dispute Notice"). If any Remaining Security Holder validly lodges a Drag Dispute Notice and the Disputed Amount cannot be resolved by the parties within three Business Days, the Company shall instruct an Independent Expert to determine such Disputed Amount. Failure to agree the Disputed Amount shall not delay a Drag-Along Sale, but instead the Disputed Amount shall be paid into an escrow account to be held on behalf of the Security Holders affected by the dispute on terms that it shall not be paid out until either the relevant parties reach agreement in respect of the Disputed Amount or the Independent Expert has made its final determination in respect of the disputed matter, which determination shall (in the absence of manifest error) be final and binding on the Security Holders, whereupon the Disputed Amount shall be paid out in accordance with the parties' agreement or determination of the Independent Expert.

13.10 The Independent Expert shall determine the actual Disputed Amount and:

- the Company shall provide such information to the Independent Expert as is reasonably necessary to make such determinations; and
- the Security Holders affected by the dispute shall be entitled to make representations to the Independent Expert in respect of the matter(s) in dispute.

13.11 The costs and expenses of the Independent Expert shall be borne by the Company unless the matters in dispute are determined otherwise than in favour of the Remaining Security Holder(s) which lodged the Drag Dispute Notice, in which case such Remaining Security Holder(s) shall bear the costs.

13.12 For the purposes of this Article 13, Securities shall not include the Warrants.

#### **Art. 14. Right of First Refusal.**

14.1 Subject to Clause 14.7, unless the Lead Investors otherwise agree, prior to an Investor (other than a Lead Investor) Transferring Securities to any person other than its Permitted Transferees, (such Investor being the "Proposed Transferor") it shall give notice to the Lead Investors in writing (such notice being a "Transfer Notice") stating:

- the Securities which it wishes to Transfer (the "ROF Securities");
- the name of the person(s) to who it proposes to Transfer the ROF Securities (the "Proposed Purchaser"); and
- the price and terms on which it wishes to Transfer the ROF Securities (the "ROF Terms").

14.2 Each Lead Investor shall have the right, exercisable upon written notice (a "ROF Notice") at any time within 30 Business Days following the date of the Transfer Notice (the "ROF Period") to elect to acquire all (but not some only) of its Relevant Percentage of the ROF Securities on the ROF Terms. Each Lead Investor shall also specify in the ROF Notice whether it will acquire all (but not some only) of the other Lead Investor's Relevant Percentage of ROF Securities on the ROF Terms, if the other Lead Investor does not serve a ROF Notice.

14.3 The Proposed Transferor shall not be entitled to transfer any Securities to any persons other than the Lead Investor(s) who have served ROF Notice(s) (each such Lead Investor, a "ROF Investor") within the ROF Period.

14.4 If the Proposed Transferor has not received a ROF Notice from one or both of the Lead Investors electing to acquire all (but not some only) of the ROF Securities within the ROF Period, the Lead Investors shall be deemed to have declined to make an offer to acquire the ROF Securities and the provisions of Article 14 shall apply from the date following the last day of the ROF Period (the "ROF Long Stop Date").

14.5 If the provisions of this Article 14.5 apply, the ROF Securities shall be transferred by the Proposed Transferor to the ROF Investor(s) in their Relevant Percentages (or, if only one Lead Investor has elected to exercise its right to acquire its and the other Lead Investor's Relevant Percentage of ROF Securities, the entire amount of the ROF Securities shall be transferred to that Lead Investor) on the ROF Terms, and the Proposed Transferor shall execute all such documents and undertake all such actions as shall be reasonably requested by the ROF Investor(s) for the purposes of giving full effect to the transfer of the legal and beneficial interest in the ROF Securities to the ROF Investor(s) on the ROF Terms. Such transfers shall occur at such time, date and place as may be agreed between the Proposed Transferor and the ROF Investor(s) at the relevant time, provided that the transfers shall be completed (and the consideration shall be paid) no later than three months following the date of the Transfer Notice or such later date as may be required by any long-stop date under the terms of the agreement governing such transfer or as the Proposed Transferor and the ROF Investor(s) may otherwise agree in writing.

14.6 If the Lead Investors do not between them elect to acquire all of the ROF Securities, the Proposed Transferor shall be entitled at any time within 30 days following the ROF Long Stop Date to transfer all (but not some only) of the ROF Securities to the Proposed Purchaser on the ROF Terms, provided that:

- if the Proposed Purchaser is a business competitor of the Group, the written consent of the board of directors of Fitness First Finance Limited will be required prior to completing the transfer;

- any such sale must be a bona fide sale and the board of directors of Fitness First Finance Limited may require to be reasonably satisfied in such manner as it may reasonably require that the ROF Securities are being transferred in pursuance of a bona fide sale on the ROF Terms without any deduction, rebate or allowance whatsoever to the Proposed Purchaser and, if not so satisfied, may refuse to register the instrument(s) of transfer.

14.7 The preceding provisions of this Article 14 shall not apply to any Transfer of Securities that would not, when taken together with all Transfers of Securities (excluding any Transfer by an Investor to its Permitted Transferees) by Investors (other than Lead Investors) within the period of 12 months preceding the proposed date of Transfer, result in 5 per cent. or more of the aggregate number of Securities in issue being Transferred to an entity other than a Lead Investor within such 12 month period.

### III. Liability of Holders of Shares

#### Art. 15. Management Shares and Ordinary Shares.

15.1 The holders of Management Shares (the "Unlimited Shareholders") are jointly and indefinitely and severally liable for all liabilities of the Company which cannot be met from the assets of the Company.

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

#### Art. 16. Transfer of Management Shares.

16.1 The Management Shares held by the Manager are exclusively transferable to a successor or additional Manager with unlimited liability for the Company's financial obligations.

### IV. Management and Supervision

#### Art. 17. Management.

17.1 The Company shall be managed by Fitness First Luxembourg (the "Manager") in its capacity as Unlimited Shareholder of the Company. The Manager shall be entitled to reimbursement of its expenses including, but not limited to, remuneration of its staff, taxes, rentals, cost of equipment, any other disbursements as well as directors fees and an annual fee equivalent to ten per cent of such expenses. Such amounts shall be payable monthly on the basis of an estimate and a final account shall be drawn up on the basis of the accounts of the Manager.

#### Art. 18. Management Powers.

18.1 The Manager is invested with the broadest power to perform all acts of administration and disposition in compliance with the Company's corporate objects. All powers not expressly reserved by law or the present Articles to the general meeting of shareholders or to the Supervisory Board (as defined below) fall within the competence of the Manager.

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

18.3 The Manager may, from time to time, appoint officers or agents of the Company considered necessary for the operation and management of the Company. The officers and/or agents appointed, unless otherwise stipulated in the Articles, shall have the powers and duties given to them by the Manager.

18.4 The Manager shall take appropriate action to protect the interests of the Company and its shareholders as a whole.

18.5 In the event of legal incapacity, liquidation or other permanent situation preventing the Manager from acting as Manager of the Company, the Company shall not be dissolved and liquidated, provided the Supervisory Board shall appoint an administrator, who need not to be a shareholder, to effect urgent or mere administrative acts, until a general meeting of shareholders is held, which such administrator shall convene within fifteen days of his appointment. At such general meeting, the shareholders may appoint, in accordance with the quorum and majority requirements for amendment of the Articles, a successor Manager. Failing such appointment, the Company shall be dissolved and liquidated.

#### Art. 19. Binding Signatures.

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

19.2 Any litigation involving the Company either as plaintiff or as defendant will be handled in the name of the Company by the above mentioned Manager.

#### **Art. 20. Conflict of Interests.**

20.1 No contract or other transaction between the Company and any other company or entity shall be affected or invalidated by the fact that the Manager or any one more of shareholder, managers or officers of the Manager is interested in, or is a shareholder, director, officer or employee of such other company or entity with which the Company shall contract or otherwise engage in business. The Manager or such officers shall not by reasons of such affiliation with such other company or entity be prevented from considering and voting or acting upon any matters with respect to such contract or other business.

#### **Art. 21. Supervisory Board.**

21.1 When so required by law, the Company may be supervised by a board of a minimum of three supervisors (hereafter the Supervisory Board) appointed by the general meeting of shareholders which fixes their remuneration as well as the term of their office.

21.2 The Supervisory Board may be consulted by the Manager on such matters as the Manager may determine and shall authorise any actions of the Manager that may, pursuant to applicable law, exceed the powers of the Manager.

21.3 The Supervisory Board shall have the powers provided for by the law. The members of the Supervisory Board shall neither participate in, nor interfere with the management of the Company.

21.4 The Supervisory Board shall have the general role of overseeing the operations including the financial situation of the Company, as well as the specific powers conferred by these Articles. Its members may inspect, but not remove, the books, accounts, correspondence, minutes and, in general, all the records of the Company.

21.5 The Supervisory Board must report to the general meeting of shareholders on the results of the mandate entrusted to them, making such recommendation as they consider fit.

21.6 The members of the Supervisory Board shall be appointed by a resolution of the general meeting of shareholders which fixes their number, their remuneration as well as the term of their office and which shall not require the approval of the Manager. Members of the Supervisory Board will hold office until their successors are elected.

21.7 In the event of the total number of members of the Supervisory Board falling below three, the Manager shall forthwith convene a Shareholders' meeting in order to fill such vacancy.

21.8 The members of the Supervisory Board may be re-elected. The Supervisory Board may elect one of its members as chairman. The Supervisory Board shall be convened by its chairman or by the Manager. A meeting of the Supervisory Board must be convened if any two members so require.

21.9 Written notice of any meeting of the Supervisory Board, indicating the place of the meeting and the agenda thereof, shall be given to all members of the Supervisory Board at least eight (8) days prior to the date set for such meeting, except in urgent circumstances, in which case the nature of such circumstances shall be set forth in the notice of meeting. Notice may be waived by consent in writing, by electronic message or by telefax or any other means of transmission capable of evidencing such waiver. Separate notice shall not be required for meetings held at times and places fixed in a resolution adopted by the Supervisory Board. Any member may act at any meeting by appointing in writing or by telefax or any other means of transmission capable of evidencing such waiver another member of the Supervisory Board as his proxy. A member may represent several of his colleagues.

21.10 The Supervisory Board can deliberate or act validly only if at least the majority of the members are present or represented.

21.11 Resolutions of the Supervisory Board will be recorded in minutes signed by the chairman of the meeting. Copies of extracts of such minutes to be produced in judicial proceedings or elsewhere will be validly signed by the chairman of the meeting or any two members.

21.12 Resolutions are taken by a majority vote of the members present or represented.

21.13 Resolutions in writing approved and signed by all the members of the Supervisory Board shall have the same effect as resolutions voted at the Supervisory Board meetings; each member shall approve such resolution in writing, by telegram, telex, facsimile or any other similar means of communication. Such approval shall be confirmed in writing and all documents shall form the record that proves that such resolution has been taken.

21.14 Any member of the Supervisory Board may participate in any meeting of the Supervisory Board by conference-call or by other similar means of communication allowing all the persons taking 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.

### **V. General Meetings**

#### **Art. 22. Powers and Convening Notice.**

22.1 The general meeting of shareholders shall represent all the shareholders of the Company. Without prejudice of the provisions of Article 18 (Management Powers) of these Articles and to any other powers reserved to the Manager by virtue of law and the present Articles, it shall have the powers to order, carry out or ratify acts relating to the operations of the Company.

22.2 General meetings of shareholders shall be convened by the Manager. General meetings of shareholders shall be convened pursuant to a notice given by the Manager setting forth the agenda and sent by registered letter at least eight (8) days prior to the meeting to each shareholder at the shareholder's address recorded in the share register.

#### **Art. 23. Procedure.**

23.1 The annual meeting of shareholders will be held in Luxembourg at the registered office of the Company or at any other place in Luxembourg and on the third Friday of the month of June in each year at 4 pm or at such time as shall be specified in the convening notices. The annual general meeting may be held abroad if, in the absolute and final judgment of the Manager, exceptional circumstances so require.

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

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

23.4 All shareholders are invited to attend and speak at all general meetings of shareholders. A shareholder may act at any general meeting of shareholders by appointing another person, who need not be a shareholder, as his proxy, in writing, by electronic message or by telefax or any other means of transmission approved by the Manager capable of evidencing such proxy. Such proxy shall be deemed valid, provided that it is not revoked, for any reconvened shareholders' meeting. The general meetings of the shareholders shall be presided by the Manager or by a person designated by the Manager. The chairman of the general meeting of shareholders shall appoint a secretary. The general meeting of shareholders may elect a scrutineer.

23.5 Except as otherwise required by law or as otherwise provided herein, resolutions at the meeting of shareholders duly convened will be passed by an absolute majority of those present and voting.

#### **Art. 24. Ordinary Meetings.**

24.1 The business ordinarily to be considered at a shareholders' meeting shall be the discussion and approval of the annual accounts as presented by the Manager, the consideration and approval of the allocation of the results of the year proposed by the Manager (including without any limitation the distribution of dividends), the appointment, removal and remuneration of members of the Supervisory Board and the discharge to be given to the Manager and to the members of the Supervisory Board.

24.2 All other business at a general meeting shall only be considered upon a proposal of the Manager unless otherwise provided by law or in these Articles.

#### **Art. 25. Extraordinary General Meeting.**

25.1 Any general meeting of shareholders convened in order to consider a matter that does not fall within the scope of article 219 of these Articles (including any proposal to amend the Articles, or to resolve on issues for which the law refers to the conditions required for the amendment of the Articles) shall be convened as an extraordinary general meeting. At any such meeting, the shareholders may only validly deliberate if the quorum required by the Law is satisfied.

25.2 Resolutions shall be passed by at least two thirds of the votes cast, provided that no resolution at any extraordinary general meeting of shareholders shall be validly passed unless approved by the Manager, unless otherwise provided by law or herein.

#### **Art. 26. Minutes.**

26.1 The minutes of the general meeting of shareholders shall be signed by the board of the meeting. Copies or extracts of these minutes to be produced in judicial proceedings or otherwise shall be signed by the Manager.

### **VI. Accounting year - Allocation of Profits**

#### **Art. 27. Accounting Year.**

27.1 The accounting year of the Company shall begin on 1st November and shall terminate on the 31<sup>st</sup> October of the following year save for the first accounting year which shall commence on the day of incorporation and end on 31<sup>st</sup> October 2012.

#### **Art. 28. Independent auditors (Réviseurs d'entreprise).**

28.1. The operations of the Company are supervised by one or several independent auditors (réviseurs d'entreprises), when so required by law.

28.2. The independent auditors (réviseurs d'entreprises) is appointed by a resolution of the general meeting of shareholders and determines their number, remuneration and the term of their office, which may not exceed six (6) years. Independent auditors (réviseurs d'entreprises) may be re-appointed.

#### **Art. 29. Accounts, Appropriation of Profits.**

29.1 The Manager shall have the responsibility to establish the annual balance sheet and profit and loss account of the Company in accordance with applicable provisions of law. Such account shall be submitted to the shareholders' meeting for approval.



29.2 Out of the net profits of each year, an amount equal to five percent (5%) shall be allocated to the legal reserve account. This allocation ceases to be compulsory when such reserve is equal to ten percent (10%) of the issued share capital of the Company.

29.3 Out of the balance there may be a distribution to the holders of shares upon a proposal of the Manager approved by decision of a general meeting of shareholders in accordance with the provisions set forth in these Articles, provided that such distribution cannot exceed the amount proposed by the Manager.

29.4 Interim dividends may be declared and paid by the Manager subject to observing the terms and conditions provided for by the law.

29.5 The share premium account may be distributed to shareholders upon proposal of the Manager approved by a decision of a general meeting of shareholders. The general meeting of shareholders may, upon a proposal of the Manager, decide to allocate any amount out of the share premium account to the legal reserve account.

## VII. Dissolution – Liquidation

### Art. 30. Appointment of liquidators.

30.1 In the event of a dissolution of the Company, the liquidation shall be carried out by one liquidator (if a legal entity) or one or more liquidators, (if natural persons) named by the general meeting of shareholders effecting such dissolution upon proposal by the Manager. Such meeting shall determine their powers and their remuneration

### Art. 31. Distribution of liquidation proceeds.

31.1 The net liquidation proceeds shall be paid to the holders of Ordinary Shares and the holders of the Management Shares in the proportion of their respective holdings on the basis that the Ordinary Shares and the Management Shares shall rank pari passu.

## VIII. General provisions

### Art. 32. Applicable law.

32.1 All matters not governed by these Articles are to be determined in accordance with the Law.

#### Costs

The aggregate amount of the costs, expenditures, remunerations or expenses, in any form whatsoever, which the Company incurs or for which it is liable by reason of the present deed, is approximately four thousand Euro.

The amount of the share capital increase is valued at EUR 37,880 and that of the total share premium is valued at EUR 1,831,945.

#### Declaration

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 and in case of divergences between the English and the French text, the English version will be prevailing.

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

The document having been read to the appearing parties, they signed together with the notary the present deed.

### Suit la traduction française du texte qui précède:

*(N.B. Pour des raisons techniques, ladite version française est publiée au Mémorial C-N° 2826 du 21 novembre 2012.)*

Signé: Christina Schmit-Valent, Alain Thill, Jean SECKLER.

Enregistré à Grevenmacher, le 18 septembre 2012. Relation GRE/2012/3369. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): G. SCHLINK.

POUR EXPEDITION CONFORME.

Junglinster, le 16 octobre 2012.

Référence de publication: 2012135122/2522.

(120178091) Déposé au registre de commerce et des sociétés de Luxembourg, le 17 octobre 2012.