MEMORIAL

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Luxembourg

MEMORIAL

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des Großherzogtums
Luxemburg

RECUEIL DES SOCIETES ET ASSOCIATIONS

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

C — N° 583 **5 mars 2014**

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Turret Funding & Co S.C.A., Société en Commandite par Actions.

Siège social: L-2134 Luxembourg, 58, rue Charles Martel.

R.C.S. Luxembourg B 127.917.

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Les comptes annuels de la société au 31 décembre 2012 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.

Pour la société
Un mandataire

Référence de publication: 2014013369/12.

(140014923) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

The Jupiter Global Fund, Société d'Investissement à Capital Variable.

Siège social: L-1160 Luxembourg, 16, boulevard d'Avranches.

R.C.S. Luxembourg B 110.737.

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Les comptes annuels au 30 septembre 2013 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.

Pour THE JUPITER GLOBAL FUND
HSBC Securities Services (Luxembourg) S.A.
Signatures

Référence de publication: 2014013374/12.

(140015067) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

Sun Power Invest EU S.A., Société Anonyme.

Siège social: L-8041 Strassen, 65, rue des Romains.

R.C.S. Luxembourg B 146.547.

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Les Comptes Annuels au 31/12/2012 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.

Signature.

Référence de publication: 2014013350/10.

(140014489) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

Station de Service Schengen S.A., Société Anonyme.

Siège social: L-5445 Schengen, 100, route du Vin.

R.C.S. Luxembourg B 98.440.

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Le bilan au 31 décembre 2012 a été déposé au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Schengen, le 17/01/2014.

Référence de publication: 2014013348/10.

(140014547) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

Polyphonic Communications S.A., Société Anonyme.

Siège social: L-9991 Weiswampach, 2, Beelerstrooss.

R.C.S. Luxembourg B 101.336.

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Les comptes annuels au 31.12.2012 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.

Signature.

Référence de publication: 2014013258/10.

(140014527) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

Pinar S.A., Société Anonyme.

Siège social: L-2450 Luxembourg, 15, boulevard Roosevelt.

R.C.S. Luxembourg B 142.861.

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Les comptes annuels au 31.12.2012 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.

Luxembourg, le 23 janvier 2014.

FIDUCIAIRE FERNAND FABER

Signature

Référence de publication: 2014013255/12.

(140015026) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

Palazzo Due Funding & Co S.C.A., Société en Commandite par Actions.

Siège social: L-2134 Luxembourg, 58, rue Charles Martel.

R.C.S. Luxembourg B 127.190.

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Les comptes annuels de la société au 31 décembre 2012 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.

Pour la société

Un mandataire

Référence de publication: 2014013239/12.

(140014883) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

Plateau Holdings S.à r.l., Société à responsabilité limitée.

Siège social: L-5367 Schuttrange, 64, rue Principale.

R.C.S. Luxembourg B 159.967.

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Les comptes annuels au 31 décembre 2013 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.

Schuttrange, le 23 janvier 2014.

Référence de publication: 2014013245/10.

(140015102) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

Pictet Sicav II, Société d'Investissement à Capital Variable.

Siège social: L-1855 Luxembourg, 15, avenue J.F. Kennedy.

R.C.S. Luxembourg B 108.950.

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Le Bilan au 30 septembre 2013 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 23 janvier 2013.

Référence de publication: 2014013254/10.

(140014468) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

Trincar s.à r.l., Société à responsabilité limitée unipersonnelle.

Siège social: L-9052 Ettelbruck, 2, rue Prince Jean.

R.C.S. Luxembourg B 97.203.

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Les comptes annuels au 31.12.2012 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.

Signature.

Référence de publication: 2014013383/10.

(140014526) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

Tockfeld A.G., Société Anonyme.

Siège social: L-2163 Luxembourg, 40, avenue Monterey.

R.C.S. Luxembourg B 123.555.

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Le bilan de la société au 31/12/2012 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg.

Pour la société

Un mandataire

Référence de publication: 2014013378/12.

(140014561) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

Underwood Lamb International S.A., Société Anonyme.

Siège social: L-2449 Luxembourg, 11, boulevard Royal.

R.C.S. Luxembourg B 26.451.

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Les comptes annuels au 31/12/2013 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.

Luxembourg, le 20 janvier 2014.

Underwood Lamb International SA

Tom Richard Gordon

Référence de publication: 2014013385/12.

(140014614) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

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

Siège social: L-9053 45, avenue J.F. Kennedy.

R.C.S. Luxembourg B 171.235.

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Les comptes annuels au 31 décembre 2012 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.

Signature.

Référence de publication: 2014013386/10.

(140014744) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

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

Siège social: L-1527 Luxembourg, 16, rue Marechal Foch.

R.C.S. Luxembourg B 152.675.

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Les comptes annuels au 31.12.2012 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.

Signature.

Référence de publication: 2014013394/10.

(140014529) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

Usantar S.A., Société Anonyme.

Siège social: L-1420 Luxembourg, 5, avenue Gaston Diderich.

R.C.S. Luxembourg B 27.284.

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Les comptes annuels au 31 décembre 2012 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.

Signature.

Référence de publication: 2014013391/10.

(140015156) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

Restaurant-Pizzeria Da Franco S.à r.l., Société à responsabilité limitée.

Siège social: L-4745 Pétange, 79, An den Jenken.

R.C.S. Luxembourg B 54.776.

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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.

Luxembourg, le 23 JAN. 2014.

FISEC s.à r.l.

Signature

Référence de publication: 2014013285/12.

(140015078) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

RPPSE Soparfi C S.à r.l., Société à responsabilité limitée.

Capital social: EUR 15.000,00.

Siège social: L-2540 Luxembourg, 26-28, rue Edward Steichen.

R.C.S. Luxembourg B 99.835.

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Le bilan de la société au 31 décembre 2012 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg.

Pour la société

Un mandataire

Référence de publication: 2014013298/12.

(140015138) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

Voyages Kayser S.A., Société Anonyme.

Siège social: L-9636 Berlé, 5, um Bierg.

R.C.S. Luxembourg B 115.598.

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Les comptes annuels au 31 décembre 2012 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.

Signature.

Référence de publication: 2014013402/10.

(140015053) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

Voyages Koob S.A., Société Anonyme.

Siège social: L-9099 Ingeldorf, Zone Industrielle.

R.C.S. Luxembourg B 96.204.

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Les comptes annuels au 31 décembre 2012 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.

Signature.

Référence de publication: 2014013403/10.

(140015055) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

Weather Finance I S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-2352 Luxembourg, 4, rue Jean-Pierre Probst.

R.C.S. Luxembourg B 144.733.

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Le bilan au 31 décembre 2012 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 22 janvier 2014.

Référence de publication: 2014013407/10.

(140014323) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

Nokia Fund Holdings, Société à responsabilité limitée.

Capital social: USD 2.000.000,00.

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

R.C.S. Luxembourg B 170.201.

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Les comptes annuels au 31 décembre 2012 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.

Luxembourg, le 23 janvier 2014.

Stéphane HEPINEUZE

Mandataire

Référence de publication: 2014013217/12.

(140014333) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

MDI Enterprises S.A., Société Anonyme.

Siège social: L-1219 Luxembourg, 23, rue Beaumont.

R.C.S. Luxembourg B 74.109.

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Le bilan au 31 décembre 2011 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 23 décembre 2013.

POUR LE CONSEIL D'ADMINISTRATION

Signature

Référence de publication: 2014013198/12.

(140014324) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

MBERP II (Luxembourg) 4 S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1471 Luxembourg, 412F, route d'Esch.

R.C.S. Luxembourg B 170.748.

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Les comptes annuels au 31 décembre 2012 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.

Un mandataire

Référence de publication: 2014013196/10.

(140014752) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

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

Siège social: L-1610 Luxembourg, 8-10, avenue de la Gare.

R.C.S. Luxembourg B 170.565.

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Les comptes annuels pour la période du 18 juillet 2012 au 31 décembre 2012 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: 2014013216/10.

(140014712) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

MS1, Société à responsabilité limitée.

Siège social: L-8041 Strassen, 80, rue des Romains.

R.C.S. Luxembourg B 173.524.

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Les comptes annuels de la période du 07/12/2012 au 30/09/2013 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: 2014013212/10.

(140014452) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 janvier 2014.

Chemtrade Luxembourg S.à r.l., Société à responsabilité limitée.

Siège social: L-2132 Luxembourg, 18, avenue Marie-Thérèse.

R.C.S. Luxembourg B 183.212.

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STATUTES

In the year two thousand and thirteen, on the thirteenth day of December.

Before Maître Roger Arrensdorff, notary residing in Luxembourg, to whom remains the present deed.

THERE APPEARED:

MULTIPLE ENTERPRISES ASSOCIATION INTERNATIONAL S.A., a public limited liability company organized and incorporated under the laws of Luxembourg, having its registered office at L-2132 Luxembourg, 18, avenue Marie-Thérèse, registered with the Luxembourg trade and companies register under number B 37.095,

represented by Me Vanessa MOROLLI, lawyer, residing in Luxembourg, by virtue of a proxy given under private seal.

The said proxy, after having been signed ne varietur by the proxyholder acting on behalf of the appearing party and the undersigned notary, will remain annexed to the present deed for the purpose of registration.

Such appearing party, acting in the here above stated capacity, has drawn up the following articles of association of a private limited liability company (Société à responsabilité limitée), which it intends to organize as shareholder.

Title I. Name - Duration - Registered office - Object

Art. 1. Name. There is formed a private limited liability company (Société à responsabilité limitée), under the name of "Chemtrade Luxembourg S.à r.l.", governed by the present articles of association and the laws of Luxembourg pertaining to such an entity (the "Company"), and in particular the law dated 10 th of August 1915, on commercial companies, as amended (the "Law").

Art. 2. Object.

2.1 The object of the Company is the acquisition, the management, the enhancement and disposal of participations, in Luxembourg or abroad, in any form whatsoever. The Company may in particular acquire by subscription, purchase, exchange or in any other manner any stock, shares and other participation securities, bonds, debentures, certificates of deposit and other debt instruments and more generally any securities and financial instruments issued by any public or private entity whatsoever.

2.2 The Company may borrow in any form, except by way of public offer. It may issue by way of private placement only, notes, bonds and debentures and any kind of debt and/or equity securities. The Company may also contract loans and grant all kinds of support, loans, advances and guarantees to companies, in which it has a direct or indirect participation or to any other companies of the group. It may also give guarantees and grant securities in favour of third parties to secure its obligations or the obligations of its subsidiaries, affiliated companies or any other company of the group. The Company may further pledge, transfer, encumber or otherwise create security over some of its assets.

2.3 The Company may hold interests in partnerships. It may also acquire, enhance, licence and sub-licence and dispose of patents, licences, and all other intangible property, as well as rights deriving there from or supplementing them.

2.4 In addition, the Company may acquire, manage, enhance and dispose of real estate located in Luxembourg or abroad, and may lease or dispose of moveable property.

2.5 In general, the Company may carry out all commercial and financial operations, whether in the area of securities or of real estate, likely to enhance or to supplement the above-mentioned purpose.

2.6 The Company may also pursue marketing and selling activities directly or through branches established abroad and/or offices located abroad.

Art. 3. Duration.

3.1 The Company is established for an unlimited duration.

3.2 The Company may be dissolved at any time by a resolution of the general meeting of the shareholders adopted in the manner required for the amendment of these articles of association.

3.3 The life of the Company does not come to an end by the incapacity, bankruptcy, insolvency of or any other similar event affecting, one or several shareholders.

Art. 4. Registered office.

4.1 The registered office is established in the city of Luxembourg. The registered office may be transferred within the municipality of Luxembourg by decision of the board of managers of the Company. It may further be transferred to any other place within the Grand Duchy of Luxembourg by means of a resolution of the general meeting of the shareholders adopted in the manner required for the amendment of these articles of association.

4.2 The Company may establish offices and branches, either in the Grand Duchy of Luxembourg or abroad by decision of the board of managers.

4.3 In the event that extraordinary political, economic or social developments occur or are imminent, that would interfere with the normal activities of the Company at its registered office or with the ease of communications with such office; the registered office may be temporarily transferred abroad, until the complete cessation of these abnormal circumstances. Such temporary measures will have no effect on the nationality of the Company, which notwithstanding the temporary transfer of its registered office, will remain a Luxembourg company.

Title II. Capital - Shares

Art. 5. Capital - Shares.

5.1 The Company's corporate capital is set at EUR 12,500.- (twelve thousand five hundred Euros) represented by 12,500 (twelve thousand five hundred) shares in registered form with no mention of par value (the "Shares"). The Shares are hereinafter also referred to individually as a "Share" and collectively as the "Shares".

5.2 All the Shares are fully paid up.

5.3 In addition to the contributions to the Company in the form of corporate capital as set forth in the above section 5.1, new shareholders or existing shareholders may subscribe to Shares by payments made to the corporate capital and as the case may be also through payments made to the share premium account linked to the newly issued Shares.

5.4 Each shareholder will be entitled to any and all rights attached to the share premium paid for the subscription of Shares, pro-rata on all of the issued and outstanding Shares.

5.5 In addition to the contributions to the Company in the form of corporate capital as set forth in the above section 5.1, new shareholders or existing shareholders may also make capital contributions (account 115 according to the Luxembourg Standard Chart of Accounts to the Company) (the "Capital Contribution").

5.6 Each shareholder will be entitled to any and all rights attached to the Capital Contribution effectively made, pro-rata on all of the issued and outstanding Shares.

Art. 6. Increase and reduction of corporate capital. The corporate capital of the Company may be increased or reduced in one or several times, by a resolution of the general meeting of shareholders, adopted in the manner required for the amendment of these articles of association.

Art. 7. Transfer of shares.

7.1 Shares are freely transferable among shareholders.

7.2 In case of a sole shareholder, the Shares are freely transferable to non-shareholders. In case of plurality of shareholders, Shares may be transferred to non-shareholders, within the limits of the Law. Indeed, shares may not be transferred inter vivo to non-shareholders, unless shareholders representing at least three-quarters of the corporate capital shall have agreed thereto in a general meeting.

7.3 The transfer of Shares will only be binding upon the Company or third parties following a notification to, or acceptance by the Company, as provided in article 1690 of the civil code.

7.4 The Company may purchase its own Shares.

Art. 8. Form of shares - Shareholders' register.

8.1 Shares are in registered form.

8.2 A shareholders' register will be kept at the registered office of the Company in accordance with the provisions of the Law and may be examined by the shareholders if they require.

8.3 The ownership of the Shares will result from the inscription in the shareholders' register.

Title III. Administration - Management - Representation

Art. 9. Board of managers.

9.1 The Company shall be managed by a sole manager or, as the case may be, by a board of managers composed, at least, of two managers, who do not need to be shareholders and who will be appointed pursuant to a resolution of the general meeting of shareholders.

9.2 The managers are appointed and removed ad nutum pursuant to a decision of the general meeting of shareholders, which determines their powers, compensation and duration of their mandates reserved the faculty attributed to the board of managers to proceed by way of cooptation in order to replace resigning or deceased board members. The managers shall hold office until their successors are appointed.

Art. 10. Power of the board of managers.

10.1 All powers not expressly reserved by the Law or the present articles of association to the general meeting of shareholders fall within the competence of the board of managers, which shall have all powers to carry out and approve all acts and operations consistent with the object of the Company.

10.2 To the extent permitted by the Law, the board of managers may sub-delegate powers for specific tasks to one or several ad hoc agents. The board of managers will determine the agent's responsibilities and remunerations (if any), the duration of the period of representation and any other relevant conditions of his agency.

10.3 The agent so appointed shall in any case be revocable ad nutum.

Art. 11. Procedure.

11.1 The board of managers shall meet in Luxembourg as often as the Company's interest so requires or upon call of any manager. The board of managers shall meet at least annually in Luxembourg. The board of managers may choose from among its members a chairman. It may also choose a secretary, who does not need to be a manager, who shall be responsible for keeping the minutes of the meetings of the board of managers and of the general meeting of the shareholders.

11.2 Written notice of any meeting of the board of managers shall be given to all managers at least two (2) working days in advance of the hour set for such a meeting, except in circumstances of emergency in which case the nature of such circumstances shall be set forth in the notice of the meeting. This notice may be waived by the consent in writing or by cable, telegram or telefax, or by email of each manager. Separate notice shall not be required for individual meetings held at times and places prescribed in a schedule previously adopted by resolution of the board of managers. No such notice is required if all the managers of the Company are present or represented at the meeting and if they state to have been duly informed, and to have full knowledge of the agenda of the meeting.

11.3 Any manager may act at any meeting of the board of managers by appointing in writing or by cable, telegram or telefax, or by email another manager as his proxy. In case there is only one manager present at the board meeting, this manager is allowed to appoint a secretary, who needs not to be manager, in order to assist him by holding the board meeting. Votes may also be cast in writing or by cable, telegram or telefax, or by email.

11.4 The board of managers can validly deliberate and act only if at a majority of the managers are present or represented. Decisions shall be taken by a majority vote of managers present or represented at such meeting.

11.5 Resolutions in writing approved and signed by all managers shall have the same effect as resolutions voted at the managers' meetings. Such signatures may appear on a single document or on multiple copies of an identical resolution and may be evidenced by letter or telefax.

11.6 The minutes of any meeting of the board of managers shall be signed by the chairman or, in his absence, by the chairman pro tempore who presided at such meeting. Copies or extracts of such minutes which may be produced in judicial proceedings or otherwise shall be signed by the chairman, by the chairman pro tempore, by the secretary or by two managers.

Art. 12. Representation. The Company shall be bound by the signature of the sole manager or in case of a plurality of managers, by the joint signature of two managers, in any case and for any amount, or by the sole or joint signature of any person or persons to whom such signatory power shall have been delegated by the board of managers.

Art. 13. Liability of the managers. In the execution of their mandates, the managers are not held personally responsible for the obligations of the Company. As agents of the Company, they are responsible for the correct performance of their duties.

Title IV. General meetings of shareholders

Art. 14. Powers and voting rights.

14.1 Resolutions at a general meeting of the shareholders will be passed by a simple majority of those present and voting.

14.2 The corporate capital and other provisions of these articles of association may, at any time, be changed by the shareholders. The shareholders may change the nationality of the Company by a unanimous vote. A general meeting of the shareholders may be held without prior notice or publication if they state that they have been informed of the agenda of the meeting.

14.3 Each Share entitles its holder to one vote, under all circumstances, in ordinary and extraordinary general meetings of the shareholders.

14.4 The Company will recognize only one holder per Share.

14.5 The shareholders exercise all the powers of the general meeting of the shareholders as defined by the Law.

14.6 The decisions of the shareholders are recorded in minutes or drawn-up in writing.

14.7 Also, contracts entered into between the shareholders and the Company represented by them are recorded on minutes or drawn-up in writing. Nevertheless, this latter provision is not applicable to current operations entered into under normal conditions.

Art. 15. Annual general meeting. An annual general meeting of shareholders approving the annual accounts shall be held annually within six months after the closing of the accounting year at the registered office of the Company or at such other place as may be specified in the notice of the annual general meeting.

Art. 16. Accounting year. The accounting year of the Company shall begin on the first of January of each year and shall terminate on the thirty first of December, with the exception of the first accounting year, which shall begin on the date of the incorporation of the Company and shall terminate on the thirty first of December of the year two thousand and thirteen.

Art. 17. Annual accounts and allocation of profits.

17.1 The annual accounts are drawn up by the board of managers as at the end of each accounting year and will be at the disposal of the sole shareholder or of the shareholders, as the case may be, at the registered office of the Company.

17.2 Out of the annual net profits of the Company, five per cent (5%) shall be allocated to the legal reserve account. This allocation ceases to be compulsory when the legal reserve has reached an amount to ten per cent (10%) of the corporate capital of the Company.

This allocation should again become compulsory if the legal reserve falls below ten (10%) per cent of the corporate capital of the Company.

The general meeting of shareholders or the sole shareholder, as the case may be, upon recommendation of the board of managers, will determine the allocation of the annual net profits.

Interim dividends may be distributed, at any time, under the following conditions:

1. Interim accounts are established by the board of managers,

2. These accounts show a profit, including profits carried forward,

3. The decision to pay interim dividends is taken by the board of managers of the Company, and

4. The payment is made only when the rights of the significant creditors of the Company are not threatened.

Title V. Dissolution - Liquidation

Art. 18. Dissolution - Liquidation.

18.1 In the event of dissolution of the Company, liquidation shall be carried out by one or several liquidators (who may be physical persons or legal entities) appointed by the sole shareholder or the meeting of shareholders, as the case may be, in charge of such dissolution and which shall determine their powers and their compensation.

18.2 The power to amend the articles of association, if so justified by the needs of the liquidation, remains with the sole shareholder or the general meeting of shareholders, as the case may be.

18.3 The power of the managers will come to an end upon the appointment of the liquidator(s). After payment of all debts and liabilities of the Company or deposit of any funds to that effect, the surplus will be paid to the sole shareholder, or in case of plurality of shareholders, to the shareholders in proportion to the Shares held by each of them in the share capital of the Company.

Art. 19. General provision. All matters not governed by these articles of association shall be determined in accordance with the Law.

Subscription - Payment

The articles of association of the Company having thus been drawn up by the appearing party, the said party, represented as stated here above, declare to subscribe for 12,500 (twelve thousand five hundred) Shares with no mention of par value, and to have fully paid up in cash these shares for an amount of EUR 12,500.- (twelve thousand five hundred Euros).

Statement

The undersigned notary herewith declares having checked the existence of the conditions listed in article 183 of the Law and expressly states that they have been fulfilled.

Estimate of costs

The expenses, costs, remuneration or charges in any form whatsoever, which shall be borne by the Company as a result of its incorporation, are estimated at approximately EUR 960.- (nine hundred sixty euro).

Resolutions of the shareholder

The prenamed shareholder, representing the entire subscribed capital, has immediately taken the following resolutions:

1. The registered office of the Company is set at L-2132 Luxembourg, 18 avenue Marie-Thérèse, Grand Duchy of Luxembourg.

2. The number of managers is fixed at 2 (two). The following persons are appointed as manager:

- Ms. Esbelta De Freitas, born on August 30, 1969 in Villerupt (France), residing professionally at L-2132 Luxembourg, 20 avenue Marie-Thérèse.

- Mr. Emmanuel Réveillaud, born on October 10, 1971 in La Rochelle (France) residing professionally at L-2132 Luxembourg, 20 avenue Marie-Thérèse.

3. The managers shall be appointed for an unlimited period which shall end either by their resignation or their revocation by the general meeting of the shareholders.

Declaration

The undersigned notary who understands and speaks English states herewith that on request of the above appearing party, the present deed is worded in English followed by a French version. On request of the same appearing person 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 Luxembourg, on the day named at the beginning of this document.

The document having been read to the person appearing, known to the notary by his surname, Christian name, civil status and residence, the said person appearing signed with the notary the present deed.

Suit la traduction française du texte qui précède:

L'an deux mille treize, le treize décembre.

Par-devant Maître Roger Arrensdorff, notaire de résidence à Luxembourg, auprès duquel se trouve le présent acte.

A COMPARU:

MULTIPLE ENTERPRISES ASSOCIATION INTERNATIONAL S.A., une société anonyme constituée et organisée selon les lois de Luxembourg, ayant son siège social à L-2132 Luxembourg, 18, avenue Marie-Thérèse, inscrite au registre de commerce et des sociétés de Luxembourg sous le numéro B 37.095,

dûment représentée par Me Vanessa MOROLLI, avocat, demeurant professionnellement à Luxembourg, en vertu d'une procuration donnée sous seing privé.

Ladite procuration, après avoir été signée «ne varietur» par le mandataire agissant pour le compte de la comparante et par le notaire instrumentant restera annexée au présent acte pour les besoins de l'enregistrement.

Laquelle comparante, agissant ès-qualités, a arrêté ainsi qu'il suit les statuts d'une société à responsabilité limitée qu'elle entend constituer en tant qu'associé.

Titre I er . Nom - Durée - Siège social - Objet

Art. 1 er . Nom. Il est formé une société à responsabilité limitée sous la dénomination «Chemtrade Luxembourg S.à r.l.», qui sera régie par les présents statuts et les lois luxembourgeoises relatives à une telle entité (la «Société»), et en particulier la loi du 10 août 1915 relative aux sociétés commerciales, telle que modifiée (la «Loi»).

Art. 2. Objet.

2.1 La Société a pour objet l'acquisition, la gestion, le développement et la disposition de participations au Luxembourg ou à l'étranger, sous quelque forme que ce soit. La Société peut en particulier acquérir par souscription, achat, échange ou de toute manière toutes sortes d'actions cotées, actions simples et d'autres titres participatifs, bonds, obligations, certificats de dépôt ou d'autres instruments de crédit, tout type de dérivés incluant, entre autres, les dérivés sur intérêts, droits ou intérêts sur sûretés, les monnaies étrangères, et plus généralement tous titres et instruments financiers émis par des entités privées ou publiques que ce soit dans le but de couvrir le risque ou pour tout autre but.

2.2 La Société peut emprunter sous toutes les formes, sauf par voie d'émission publique. Elle peut émettre par voie d'émission privée seulement, effets, obligations et titres de créances et tout autre type de dette et/ou de titres de participation. La Société peut aussi faire des prêts et accorder toute sorte de support, prêts, avances et garanties à d'autres sociétés dans lesquelles elle a un intérêt direct ou indirect, ainsi qu'à toutes autres sociétés du groupe. Elle pourra aussi donner des garanties et accorder des garanties à l'égard de tiers pour garantir ses obligations ou les obligations de ses filiales, de sociétés affiliées ou toutes autres sociétés. La Société pourra de plus gager, transférer, grever ou créer d'autres types de garanties sur l'ensemble ou une partie de ses actifs.

2.3 La Société peut détenir des participations dans des associations. Elle peut également acquérir, développer et céder des brevets, licences ou tout autre bien matériel, ainsi que les droits en dérivant ou les complétant.

2.4 De plus, la Société peut acquérir, gérer, développer et céder des propriétés immobilières situées au Luxembourg ou à l'étranger, et elle peut louer ou disposer de bien meuble.

2.5 De manière générale, la Société peut procéder à toutes opérations commerciales et financières dans les domaines de l'acquisition de titres ou de biens immobiliers, qui sont de nature à développer et compléter l'objet social ci-dessus.

2.6 La Société pourra également poursuivre des activités de marketing et de vente directement ou par l'intermédiaire de succursales situées à l'étranger et/ou de bureaux situés à l'étranger.

Art. 3. Durée.

3.1 La Société est constituée pour une durée illimitée.

3.2 La Société peut être dissoute à tout moment par une décision de l'assemblée générale des associés adoptée dans les conditions requises pour modifier les présents statuts.

3.3 L'existence de la Société ne prend pas fin par l'incapacité, la banqueroute, l'insolvabilité ou tout autre évènement similaire affectant un ou plusieurs associés.

Art. 4. Siège social.

4.1 Le siège social est établi dans la ville de Luxembourg. Le siège social peut être transféré dans la ville de Luxembourg par décision du conseil de gérance. Il peut également être transféré en tout autre endroit du Grand-Duché de Luxembourg par une délibération de l'assemblée générale des associés délibérant comme en matière de modification des statuts.

4.2 La Société peut établir des bureaux et des succursales tant au Grand-Duché de Luxembourg qu'à l'étranger, par décision du conseil de gérance.

4.3 Dans l'hypothèse d'événements extraordinaires d'ordre politique, économique ou social, actuels ou imminents, qui pourraient compromettre l'activité normale de la Société au siège social ou la communication aisée avec ce siège ou de ce siège avec l'étranger, il pourra être procédé au transfert provisoire du siège social à l'étranger jusqu'à cessation complète de ces circonstances anormales, ces mesures provisoires n'auront toutefois aucun effet sur la nationalité de la Société, laquelle nonobstant ce transfert du siège social statutaire, restera luxembourgeoise.

Titre II. Capital social - Parts sociales

Art. 5. Capital social.

5.1 Le capital social est fixé à EUR 12.500,- (douze mille cinq cents euros) représenté par 12.500 (douze mille cinq cents) parts sociales nominatives sans désignation de valeur nominale. Ci-après les Parts sont définis individuellement comme une «Part» et collectivement comme les «Parts».

5.2 Toutes les Parts ont été entièrement libérées.

5.3 En plus des apports faits à la Société sous forme de capital social tel que décrit à la section 5.1, de nouveaux associés ou les associés existants peuvent souscrire à des Parts par des paiements faits au capital social et le cas échéant par des paiements faits au compte de la prime d'émission lié aux parts nouvellement émises.

5.4 Chaque associé bénéficiera exclusivement de tous les droits attachés à la prime d'émission payée pour la souscription des parts.

5.5 En plus des apports faits à la Société sous forme de capital social tel que décrit à la section 5.1, de nouveaux associés ou les associés existants peuvent également faire des apports en capital (compte 115 selon le Plan Comptable Normalisé Luxembourgeois) (l'«Apport en Capital»).

5.6 Chaque associé bénéficiera exclusivement de tous les droits attachés à l'Apport en Capital effectivement effectué.

Art. 6. Augmentation et réduction du capital. Le capital social de la Société pourra être augmenté ou réduit en une ou plusieurs fois par décision des associés prise dans les conditions prévues pour la modification des présents statuts.

Art. 7. Transfert des parts.

7.1 Les Parts sont librement cessibles entre associés.

7.2 En cas d'associé unique les Parts sont librement cessibles à des non-associés. En cas de pluralité d'associés les Parts peuvent être transférées à des non-associés, dans les limites prévues par la Loi. En effet, aucune cession de Parts entre vifs à un tiers non-associé ne peut être effectuée sans l'agrément préalable donné en assemblée générale des associés représentant au moins trois quart du capital social.

7.3 Le transfert de Parts ne sera opposable à la Société ou aux tiers que suite à une notification à la Société ou à l'acceptation par la Société telle que prévue par l'article 1690 du code civil.

7.4 La société pourra acquérir ses propres Parts.

Art. 8. Forme des parts sociales registre des associés.

8.1 Les Parts sont émises uniquement sous forme nominative.

8.2 Un registre d'associés sera tenu au siège social de la Société conformément à la Loi et pourra être examiné par les associés s'ils en font la demande.

8.3 La propriété des Parts résultera de l'inscription dans le registre d'associés de la Société.

Titre III. Administration - Gérance - Représentation

Art. 9. Conseil de gérance.

9.1 La Société est gérée par un gérant unique, ou, le case échéant, par un conseil de gérance, composé de deux (2) gérants au moins, qui n'ont pas besoin d'être des associés et qui seront nommés par résolution de l'assemblée générale des associés.

9.2 Les gérants sont nommés et révoqués ad nutum par une décision de l'assemblée générale des associés, qui détermine également leurs pouvoirs, rémunération ainsi que la durée de leur mandat, sous réserve du pouvoir accordé au conseil de gérance de procéder au remplacement des gérants démissionnaires ou décédés par voie de cooptation. Les gérants sont maintenus en fonctions jusqu'à ce que leurs successeurs soient nommés.

Art. 10. Pouvoirs du conseil de gérance.

10.1 Tous les pouvoirs que la Loi ou les présents statuts ne réservent pas expressément à la décision des associés, relèvent de la compétence du conseil de gérance, qui est investi des pouvoirs les plus larges pour passer tous actes et effectuer les opérations conformément à l'objet social de la Société.

10.2 Dans les limites permises par la Loi, le conseil de gérance est autorisé à déléguer ses pouvoirs pour des tâches spécifiques à un ou plusieurs agents ad hoc. Le conseil de gérance déterminera les responsabilités et la rémunération (si tel est le cas), la durée de la représentation et toute autre condition appropriée de la fonction d'agent.

10.3 L'agent nommé sera dans tous les cas révocable ad nutum.

Art. 11. Procédure.

11.1 Le conseil de gérance se réunira à Luxembourg aussi souvent que l'intérêt de la Société le requiert ou sur convocation par un gérant. Le conseil de gérance se réunira au moins une fois par an à Luxembourg. Le conseil de gérance pourra choisir en son sein un président. Il pourra également choisir un secrétaire qui n'a pas besoin d'être gérant et qui sera en charge de la tenue des minutes des réunions du conseil de gérance et des assemblées générales des associés.

11.2 Tout gérant doit être convoqué par une convocation écrite au moins deux (2) jours ouvrables avant la tenue du conseil de gérance, à moins qu'un délai de convocation plus bref ne soit imposé par le caractère d'urgence des affaires en cause, lequel sera dans ce cas décrit dans la convocation. Il peut être passé outre cette convocation avec l'accord écrit, par câble, par télégramme, par téléfax ou par e-mail de chaque gérant. Aucune convocation spéciale n'est requise pour les réunions se tenant à une date, à une heure et à un endroit déterminé dans une résolution préalablement prise par le conseil de gérance. Une telle convocation n'est pas requise si tous les gérants sont présents ou représentés lors de la réunion et qu'ils constatent qu'ils ont été bien informés et qu'ils ont pleine connaissance de l'ordre du jour de la réunion.

11.3 Tout gérant pourra assister à toute réunion du conseil de gérance en désignant par écrit ou par câble, par télégramme ou par téléfax ou par e-mail un autre gérant. Pour le cas où un seul gérant serait présent à une réunion du conseil de gérance, ce gérant est autorisé à nommer un secrétaire, qui n'a pas besoin d'être un gérant, pour l'assister dans la tenue de la réunion du conseil de gérance. Les votes peuvent également être exprimés par écrit, par câble, télégramme, téléfax ou par e-mail.

11.4 Le conseil de gérance ne peut valablement délibérer et agir que si la majorité des gérants est présente ou représentée. Les décisions seront prises à la majorité des votes des gérants présents ou représentés.

11.5 Les résolutions écrites, approuvées et signées par tous les gérants ont les mêmes effets que les résolutions votées lors d'une réunion du conseil de gérance. De telles signatures peuvent apparaître sur un seul document ou sur plusieurs copies de la même résolution et peuvent être prouvées par des lettres ou des telefax.

11.6 Les minutes de chacune des réunions du conseil de gérance doivent être signées par le président ou en son absence par le président intérimaire qui préside une telle réunion. Les copies ou extraits des procès-verbaux destinés à servir en justice ou ailleurs seront signés par le président, le président pro tempore, le secrétaire ou par deux gérants.

Art. 12. Représentation. La Société est engagée par la signature du gérant unique, ou, en cas de pluralité de gérants, par la signature conjointe de deux gérants, dans tous les cas et pour tout montant, ou par la signature unique ou conjointe de toute(s) personne(s) à qui un tel pouvoir de signature a été délégué par le conseil de gérance.

Art. 13. Responsabilité des gérants. Les gérants ne contractent en raison de leur fonction aucune obligation personnelle relativement aux engagements régulièrement pris par eux au nom de la Société. Simples mandataires, ils ne sont responsables que de l'exécution de leur mandat.

Titre IV. Assemblée générale des associés

Art. 14. Pouvoirs et droits de votes.

14.1 Les décisions de l'assemblée générale des associés seront prises à la majorité simple des voix des associés présents et votants.

14.2 Le capital social et les autres dispositions de ces statuts pourront être modifiés à tout moment par l'assemblée générale des associés. L'assemblée générale des associés pourra changer la nationalité de la Société par un vote unanime. Une assemblée générale des associés pourra se tenir sans convocation ou publication préalable s'ils précisent qu'ils ont été informés de l'ordre du jour de l'assemblée.

14.3 Chaque Part donne droit à une voix au sein des assemblées générales ordinaire et extraordinaire des associés.

14.4 La Société ne reconnaît qu'un seul détenteur par Part.

14.5 Les associés exercent tous les pouvoirs dévolus par la Loi à l'assemblée générale des associés.

14.6 Les décisions de l'assemblée générale des associés sont établies sous la forme de procès-verbal ou dressées par écrit.

14.7 De plus, les contrats passés entre les associés et la Société représentée par eux seront établis sous la forme de minutes ou dressées par écrit. Cependant, cette dernière hypothèse n'est pas applicable aux opérations courantes passées à des conditions normales.

Art. 15. Assemblée générale annuelle. Une assemblée générale annuelle des associés approuvant les comptes annuels se tiendra dans les six mois de la clôture de l'exercice social au siège de la Société ou en tout autre lieu à spécifier dans la convocation de l'assemblée générale annuelle.

Art. 16. Année sociale. L'année sociale commence le premier janvier de chaque année et finit le trente et un décembre, à l'exception du premier exercice social qui débutera à la date de création de la Société et se terminera le trente et un décembre deux mille treize.

Art. 17. Comptes annuels et allocation des bénéfices.

17.1 Les comptes annuels sont établis par le conseil de gérance de la Société à la fin de chaque exercice et seront mis à la disposition de l'associé unique ou des associés, le cas échéant, au siège social de la Société.

17.2 Cinq pourcent (5%) des bénéfices nets annuels de la Société seront affectés à la réserve légale. Cette affectation cessera d'être requise dès que le montant de la réserve légale s'élèvera à dix pourcent (10%) du capital social de la Société.

Cette affectation devra être de nouveau requise si la réserve légale descend en deçà de dix pourcent (10%) du capital social de la Société.

L'assemblée générale des associés, ou l'associé unique, le cas échéant, sur recommandation du conseil de gérance, déterminera l'affectation des bénéfices nets annuels.

Des dividendes intérimaires peuvent être distribués à tout moment sous les conditions suivantes:

1. Des comptes intérimaires seront établis par le conseil de gérance,

2. Ces comptes montrent un bénéfice incluant les bénéfices reportés,

3. La décision de payer un dividende intérimaire est prise par une décision du conseil de gérance de la Société, et

4. Le paiement sera effectué après que la Société aura obtenu la garantie que les droits des créanciers importants de la Société ne sont pas menacés.

Titre V. Dissolution et liquidation

Art. 18. Dissolution et liquidation.

18.1 Dans le cas, d'une dissolution de la Société, la liquidation sera assurée par un ou plusieurs liquidateurs (qui pourront être des personnes physiques ou morales) nommés par l'associé unique ou l'assemblée générale des associés, le cas échéant, décidant une telle dissolution, et qui déterminera leurs pouvoirs et rémunérations.

18.2 Le pouvoir de modifier les statuts, si nécessaire pour les besoins de la liquidation, reste une prérogative de l'associé unique ou de l'assemblée générale des associés, le cas échéant.

18.3 Les pouvoirs des gérants de la Société cesseront par la nomination du(es) liquidateur(s). Après le paiement de toutes les dettes et tout le passif de la Société ou du dépôt des fonds nécessaires à cet effet, le montant restant sera payé à l'associé unique, ou en cas de pluralité d'associés, aux associés eu égard au nombre de Parts détenu par chacun d'eux dans le capital social de la Société.

Art. 19. Dispositions générales. Tout ce qui ne fait pas l'objet d'une prévision spécifique par les présents statuts sera régi par la Loi.

Souscription et libération

La comparante, ici représentée comme indiqué ci-dessus, ayant ainsi arrêté les statuts de la Société, a déclaré souscrire à 12.500 (douze mille cinq cents) Parts sans désignation de valeur nominale et a déclaré les avoir libérées en espèces pour un montant de EUR 12.500,- (douze mille cinq cents euros).

Constatation

Le notaire instrumentant déclare avoir vérifié que les conditions prévues par l'article 183 de la Loi se trouvent accomplies et déclare expressément que celles-ci sont remplies.

Frais

Les parties ont évalué les frais incombant à la Société du chef de sa constitution à environ EUR 960,- (neuf cent soixante euros).

Résolutions de l'associé

Et aussitôt, l'associé représentant l'intégralité du capital social, a pris les résolutions suivantes:

1) Le siège social de la Société est fixé à L-2132 Luxembourg, 18 avenue Marie-Thérèse, Grand-Duché du Luxembourg.

2) Le nombre de gérant est fixé à 2 (deux). Les personnes suivantes sont nommées gérants:

- Madame Esbelta De Freitas, née le 30 août 1969 à Villerupt (France), résidant professionnellement à L-2132 Luxembourg, 20 avenue Marie-Thérèse,

- Monsieur Emmanuel Réveillaud, né le 10 octobre 1971 à La Rochelle (France), résidant à L-2132 Luxembourg, 20 avenue Marie-Thérèse.

3) Les gérants sont nommés pour une durée indéterminée et leur mandat prendra fin soit par leur démission soit par leur révocation par l'assemblée générale des associés.

Déclaration

Le notaire soussigné, qui a personnellement la connaissance de la langue anglaise, déclare que le comparant l'a requis de documenter le présent acte en langue anglaise, suivi d'une version française, et en cas de divergence entre le texte anglais et le texte français, le texte anglais fera foi.

DONT ACTE, fait et passé à Luxembourg, date qu'en tête des présentes.

Le document ayant été lu et traduit en un langage connu du compant, connu du notaire par son prénom, nom, état civil et domicile, ledit comparant a signé avec Nous, notaire, le présent acte en original.

Signé: MOROLLI, ARRENSDORFF.

Enregistré à Luxembourg Actes Civils, le 17 décembre 2013. Relation: LAC/2013/57886. Reçu soixante-quinze euros (75,- €).

Le Receveur ff. (signé): FRISING.

Pour expédition conforme délivrée aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 8 janvier 2013.

Référence de publication: 2014004150/442.

(140004393) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 janvier 2014.

Earlybird Digital East Fund 2012 SCA SICAR, Société en Commandite par Actions sous la forme d'une Société d'Investissement en Capital à Risque.

Siège social: L-1420 Luxembourg, 7, avenue Gaston Diderich.

R.C.S. Luxembourg B 169.906.

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In the year two thousand and thirteen, on sixth day of November,

Before Maître Jean-Paul MEYERS, civil law notary residing in Rambrouch, Grand-Duchy of Luxembourg,

Was held an extraordinary general meeting of the partners of Earlybird Digital East Fund 2012 S.C.A., a societe en commandite par actions having its registered office at L-1420 Luxembourg, 7, avenue Gaston Diderich and registered with the Luxembourg Register of Commerce and Companies under number B 169.906 (the "Company") incorporated by a notarial deed drawn up on 27 June 2012 by the enacting notary and whose articles of association (the "Articles") have been published in the Memorial C, Recueil des Societes et Associations (the "Memorial") under number 1944 dated 4 August 2012. The Articles were amended on 20 March 2013.

The extraordinary general meeting of the partners of the Company (the "Meeting") elects as chairman, Mr John HUSTAIX, residing professionally in Luxembourg.

The chairman appoints as secretary and the Meeting elects as scrutineer Mr. Thibaud HERBERIGS, residing professionally in Luxembourg.

The office of the Meeting having thus been constituted, the chairman requests the notary to act that:

I. The partners present or represented and the number of shares held by each of them are shown on an attendance list which will be signed and here annexed as well as the proxies and registered with the minutes.

II. As appears from the attendance list, all the thirty two (32) shares divided into one (1) Management Share and thirty one (31) Class B Shares of no par value, representing the whole capital of the corporation, are represented and all the partners represented declare that they have had notice and knowledge of the agenda prior to this meeting, and agree to waive the notices requirements.

III. The present meeting is duly constituted and can therefore validly deliberate on the following.

Agenda

1. Full restatement of the English articles of association of the Company.
2. Revocation of the French translation of the articles of association of the Company, dated 20 March 2013.
3. Miscellaneous.

Then the general meeting of partners, after deliberation, unanimously takes the following resolution:

First resolution

The extraordinary general meeting of partners resolves to fully restate the Articles of the Company.

As a consequence of the above decision, the extraordinary general meeting of partners resolves that the Articles of the Company are fully restated and shall now read as follows (the "New Articles"):

"Chapter I. Definitions, Form, Corporate name, Registered office, Object, Duration

Art. 1. Definitions. Except as otherwise defined or as the context may otherwise require, capitalised words and expressions shall have the meanings as set out in the PPM or as set out below:

"1915 Law" means the Luxembourg law of 10 August 1915 on commercial companies, as amended;

"A Share(s)" means the Share(s) of the Share Class A;

"Accounting Period" means the accounting period as set out in Article 24 hereof;

"Administrative Agent" means United International Management S.A. as administrative agent of the SICAR, as appointed by the General Partner;

"Affiliate" means, in relation to any undertaking ("U"), a parent undertaking of U, a subsidiary undertaking of U, a subsidiary undertaking of a parent undertaking of U or a parent undertaking of a subsidiary undertaking of U OR in relation to any body corporate ("C"), a holding company of C, a subsidiary of C, a subsidiary of a holding company of C or a holding company of a subsidiary of C, provided however that an Investment shall not be deemed to be an Affiliate of the General Partner by reason only of an investment by the SICAR in such Investment.

"Articles" means these articles of association of the SICAR, as may be amended from time to time;

"B Share(s)" means the Share(s) of the Share Class B;

"Business Day" means a day (not being a Saturday or Sunday or a public holiday) on which banks are generally open for non-automated business in Luxembourg, New York and the United Kingdom;

"Capital Contribution(s)" means, in relation to a Shareholder, the part of such Shareholder's Commitment which has been drawn down and paid in but, to the extent applicable, not repaid;

"Carried Interest" means the carried interest as set out in Article 25 hereof;

"Cause" means cause as set out in Article 20 hereof;

"Change of Control" means a change of control event as set out in Article 20 hereof;

"Civil Code" means the Luxembourg Code Civil, as amended;

"Code" means the US Internal Revenue Code of 1986, as amended;

"Commitment(s)" means the maximum amount (denominated in US$) contributed or agreed to be contributed to the SICAR by an Investor by way of subscription for Shares pursuant to such Investor's Subscription Agreement in one or several tranches as requested by the General Partner, up to the maximum amount specified in the relevant Subscription Agreement;

"CSSF" means Commission de Surveillance du Secteur Financier, the Luxembourg supervisory authority of the financial sector;

"Custodian" means the custodian of the SICAR;

"Default Interest" means the interest payable by a Defaulting Shareholder as set out in Article 13 hereof;

"Default Redemption Price" means the redemption price for a Defaulting Investor as set out in Article 13 hereof;

"Defaulted Shares" means the Shares owned by a Defaulting Investor as set out in Article 13 hereof;

"Defaulting Shareholder" means a defaulting shareholder as set out in Article 13 hereof;

"Disclosure Request" means a disclosure request as set out in Article 31 hereof;

"Drawdown(s)" means a Commitment which shall be callable pursuant to a Drawdown Notice by the General Partner on an "as needed" basis in order to fund Investments and pay expenses and other liabilities of the SICAR;

"Drawdown Notice" means a written notice delivered by the General Partner to the Investor(s) which determines the amount and date of a Drawdown;

"ERISA" means the US Employee Retirement Income Security Act of 1974, as amended;

"EUR", "Euro" or "€" means the currency of the member states of the European Union (the EU) that have adopted the single currency in accordance with the Treaty establishing the European Community (signed in Rome 1957) as amended by the Treaty on European Union (signed in Maastricht on February 7, 1992);

"First Market Closing" means the first closing of the SICAR post-authorisation as a SICAR, and as set out in the PPM of the newly-formed SICAR;

"First Market Closing Date" means the date of the First Market Closing of the SICAR;

"Final Closing Date" means the date on which the SICAR ceases to accept Commitments, but in no case later than 12 (twelve) months from the First Market Closing, subject to an extension for a period of up to six months by the General Partner with the consent of an Investors Special Resolution as set out in the PPM;

"Founder Partner" means EARLYBIRD DIGITAL EAST S.C.S., a limited partnership organised under the laws of Luxembourg;

"General Partner" means EARLYBIRD LUXEMBOURG EDEF MANAGEMENT S.A., a company limited by shares and incorporated under the laws of Luxembourg, acting as general partner (associé commandite) of the SICAR, holding the Management Share and being severally and jointly liable with the SICAR;

"Investment(s)" means any investment made by the SICAR in risk capital in compliance with article 1 of the SICAR Law, CSSF circular 06/241 and any other relevant circulars of the CSSF, including without limitation (i) any add-on investment, (ii) the refinancing of any one or more of such investments and (iii) any such investment made through a joint venture with a third party;

"Investment Advisor" means EARLYBIRD EDEF Advisory Partners S.à. r.l., a Luxembourg private limited liability company (société ä responsabilité limitée) incorporated under the laws of Luxembourg;

"Investment Company Act" means the US Investment Company Act of 1940, as amended;

"Investment Period" means the period starting on the First Market Closing Date and ending on the earlier of:

(a) the fifth anniversary of the First Market Closing Date;

(b) the date on which 65% of Total Commitments have been actually invested in portfolio companies;

(c) the date on which the Investment Period is permanently terminated due to a Key Person Event or a Change of Control event or by way of an Investors Special Resolution; or

(d) the first closing of a Successor Fund,

provided that in case (a) the General Partner may extend the Investment Period for up to one additional year, subject to the prior consent of an Investors Special Resolution, and provided further that the Investment Period may be suspended or terminated by an Investors Special Resolution;

"Investor(s)" means any Well-Informed Investor who has made a Commitment to subscribe or who has (have) subscribed for Shares;

"iVCi Investor" means the Istanbul Venture Capital Initiative and the European Investment Fund taken together (and, where the Commitment of the European Investment Fund is transferred to the initiative currently referred to as the Turkish Growth and Innovation Fund, to be advised by the European Investment Fund ("TGIF"), such reference shall also be deemed to include TGIF), in respect of their respective Commitments to the SICAR;

"Management Fee" means the remuneration to be received by the General Partner for its management services provided to the SICAR, as defined more precisely in the Private Placement Memorandum;

"Management Share" means the unlimited Share in the SICAR subscribed for by the General Partner;

"Maximum Escrow Amount" means the maximum escrow amount as set out in Article 28 hereof;

"NAV" or "Net Asset Value" means the net asset value of the SICAR, respectively of one Share Class or per Share;

"Permitted Distributions" means the permitted distributions as set out in Article 28 hereof;

"Purchaser" means the purchaser as set out in Article 13 hereof;

"Private Placement Memorandum" or "PPM" means the private placement memorandum relating to the newly-formed SICAR, setting out details about the SICAR and its Investments;

"Registrar and Transfer Agent" means United International Management S.A. as the registrar and transfer agent of the SICAR as appointed by the General Partner;

"Relevant Date" means the relevant date as set out in Article 28 hereof;

"Retained Account" means the retained account as set out in Article 28 hereof;

"Retained Amount" means the retained amount as set out in Article 28 hereof;

"Share(s)" means any Share(s) issued by the SICAR from time to time;

"Shareholder(s)" means the Investors and the Founder Partner in their capacity as holders of the A and B Shares;

"Share Class" means a class of Shares, such as Class A Shares or Class B Shares;

"SICAR" means Earlybird Digital East Fund 2012 SCA SICAR;

"SICAR Law" means the Luxembourg law of 15 June, 2004 relating to the investment company in risk capital (SICAR), as amended;

"Subscription Agreement" means an agreement which includes the relevant Investor's Commitment to the SICAR as well as the subscription terms and conditions and which operates adherence to the SICAR;

"Subscription Period" means the period starting on the First Market Closing Date and ending on the Final Closing Date during which Shares shall be offered for subscription to potential investors;

"Subsequent Investor(s)" means any Investor admitted after the First Market Closing, but on or before the Final Closing Date;

"Substitute Investor(s)" means a substitute investor as set out in Article 10 hereof;

"Total Commitments" means the aggregate amount of all Commitments to the SICAR;

"Transfer" (including with correlative meaning, the term "Transferred') means a transfer as set out in Article 10 hereof;

"Undrawn Commitments" means, in relation to a Shareholder, the part of the Commitment which remains available for drawdown being the amount of the relevant Shareholder's Commitment minus the amount of the relevant Shareholder's Capital Contributions;

"US$" means United States Dollars;

"Valuation Date" means the valuation date as set out in Article 14 hereof;

"VAT" means value added tax; and

"Well-Informed Investor" means an investor as defined in article 2 of the SICAR Law, who shall be any institutional investor, professional investor or any other investor who meets the following conditions:

(a) he has confirmed in writing that he adheres to the status of a well-informed investor: and

(b) he either:

(i) invests or commits to invest a minimum of €125,000 (one hundred and twenty-five thousand Euro) in the SICAR; or

(ii) has obtained an assessment made by:

i. a credit institution within the meaning of Directive 2006/48/EC;

ii. an investment firm within the meaning of Directive 2004/39/EC; or

iii. a management company within the meaning of Directive 2001/107/EC

certifying that he has the appropriate expertise, experience and knowledge to adequately understand and appraise an investment in the SICAR.

This restriction does not apply to the General Partner.

Art. 2. Form, Corporate Name. There is hereby established among the subscriber(s) and all those who may become owners of the Shares hereafter issued, a company in the form of a partnership limited by shares (société en commandite par actions) (the "SICAR") which will be governed by the laws of the Grand Duchy of Luxembourg, notably the 1915 Law, by article 1832 of the Civil Code, as amended, and by the present articles of incorporation.

The SICAR will act as an investment company in risk capital (société d'investissement en capital a risque- SICAR) and will so be registered under the law of June 15, 2004 (the "SICAR Law"). Upon authorization, the SICAR status may only be abandoned by the SICAR with the prior approval of the CSSF and the unanimous consent of the Shareholders.

The SICAR exists under the name of "Earlybird Digital East Fund 2012 SCA SICAR".

Art. 3. Registered Office. The SICAR has its registered office in the City of Luxembourg. The General Partner is authorised to change the address of the SICAR's registered office inside the municipality of the SICAR's registered office. Branches or other offices may be established either in the Grand Duchy of Luxembourg or abroad by resolution of the General Partner.

In the event that in the view of the General Partner, extraordinary political, economic or social developments occur or are imminent which would interfere with the normal activities of the SICAR at its registered office or with the ease of communications with the said office or between the said office and persons abroad, it may temporarily transfer the registered office abroad, until the end of these abnormal circumstances. Such temporary measures will have no effect on the nationality of the SICAR, which notwithstanding the temporary transfer of the registered office, will remain a partnership governed by the laws of the Grand Duchy of Luxembourg.

Art. 4. Corporate Object. The main objective of the SICAR is to invest in equity, equity-related and similar securities or instruments, including debt or other securities or instruments with equity-like returns or an equity component. The Investments shall qualify as investments in risk capital in compliance with article 1 of the SICAR Law, CSSF circular 06/241 and any other relevant circulars of the CSSF.

The SICAR will invest in technology companies Primarily Active in Turkey, Poland, Hungary, Slovakia, Romania, Bulgaria, Ukraine, Serbia, Croatia, Slovenia, Montenegro, Bosnia-Herzegovina, the former Yugoslav Republic of Macedonia, the Republic of Kosovo, Albania, Moldova, Jordan, Estonia, Latvia and Lithuania.

Art. 5. Duration. The SICAR is formed for a period of 10 years from the First Market Closing Date, subject to an extension of up to two additional one-year periods by the General Partner, with the approval of an Investors Special Resolution.

Chapter II. Share capital, Shares, Commitments, Default, Valuation

Art. 6. Share Capital. The minimum capital of the SICAR, which must be achieved within twelve (12) months after the date on which the SICAR was authorised as a "société d'investissement en capital a risque" or "SICAR" under the SICAR Law, shall be one million euro Euro (EUR 1,000,000).

The SICAR has been incorporated with a subscribed share capital of forty thousand three hundred and twenty USD (40,320 US$) divided into one Management Share and 31 B Shares of no par value. Further Shares other than A Shares may be issued by the General Partner at its free discretion and without the necessity for any resolution of the general meeting of Shareholders subject to the following provisions:

The share capital of the SICAR shall be represented by the following three classes of Shares:

(a) One "Management Share", which has been issued to the General Partner as unlimited shareholder (actionnaire gérant commandité) of the SICAR. Such Share shall entitle the General Partner to such rights as set out in these Articles and the PPM including, inter alia, the right to receive the Management Fee;

(b) "A Shares", which may be issued by the General Partner in such number as the General Partner determines in its discretion only to the Founder Partner. Such Shares shall entitle the Founder Partner to such rights as set out in these Articles and the PPM including, inter alia, to receive the Carried Interest; and

(c) "B Shares", which may be issued by the General Partner in such number as the General Partner determines in its discretion (subject to the maximum size of the SICAR as set out in the PPM) to persons having entered into Subscription Agreements for such Shares. B Shares shall entitle their holders to such rights as set out in these Articles and the PPM including, inter alia, to the distributions set out in Article 25.

Art. 7. Shares. Each Share is indivisible as far as the SICAR is concerned. Co-owners of Shares must be represented towards the SICAR by a common representative, whether appointed amongst them or a third party. The SICAR has the right to suspend the exercise of all rights attached to the relevant Share until that common representative has been appointed.

All the Shares will be issued and remain in registered form. The inscription of the Shareholder's name in the register of registered Shares evidences its right of ownership of such registered Shares. Share certificates in registered form may be issued at the discretion of the General Partner and shall be signed by the General Partner. The costs relating to the issue of such certificates shall be borne by the Shareholder having requested such certificate.

The original register of Shares will be kept at the registered office of the SICAR, where it shall be available for inspection by any Shareholder, at no cost. This register shall set forth the name of each Shareholder, his residence or elected domicile, the number of Shares held by him, the amounts paid in on each such Share and the transfer of Shares and the dates of such transfers. Copies of the register of Shares of the SICAR shall also be sent to each Shareholder.

Each Shareholder will notify to the SICAR by registered letter any change of address. The SICAR will be entitled to rely on the last address so communicated.

Art. 8. Payment of Shares. Shares shall be fully paid-up at the time of issuance.

Art. 9. Issuance of Shares. The General Partner shall have broad discretion over the issuance of Shares of the SICAR. The terms of the PPM of the newly-formed SICAR shall govern as follows:

Shares of the SICAR will be issued by the General Partner or its appointed agent on behalf of the SICAR, provided that, in relation to B Shares, the General Partner has drawn down Commitments pro rata to the Shareholders' Commitments and payment for those Shares has been received by the Custodian.

Shares will be issued in registered form and fully paid-up. No fractions of Shares will be issued. Each Shareholder may only subscribe for a certain number of Shares to be determined by the General Partner.

The Shares may only be subscribed for by Well-Informed Investors.

Art. 10. Transfer. Shareholders other than the General Partner cannot sell, assign, transfer or pledge their Shares in the SICAR without the prior written consent of the General Partner.

The Class A Shares shall not be Transferred and the Registrar and Transfer Agent shall not register any such purported transfer of the A Shares. The entitlement to Carried Interest shall not be Transferred other than among the Key Persons and directors, officers or employees of the Investment Advisor (or recipients of the Earlybird DACH Carry Pool) and in any event in accordance with all relevant contractual provisions, including leaver and joiner rules and allocations. Any material Transfer or change to the allocation, vesting or forfeiture of Carried Interest to, or as between, the Key Persons shall require the prior consent of the Investor Committee. The General Partner shall disclose to the Investor Committee at the First Market Closing Date the ownership of Class A Shares and the Founder Partner and allocation, vesting or forfeiture arrangements in respect of Carried Interest, and promptly notify the Investor Committee of any change in such ownership or arrangements.

No sale, assignment, transfer, exchange, pledge, encumbrance or other disposition (including the granting of any participation or any swap or derivative transaction or other synthetic instrument replicating the substantial economic characteristics of such a transfer) (a "Transfer") of all or any part of any Commitments and/or B Shares in the SICAR, whether direct or indirect, voluntary or involuntary (including, without limitation, to an Affiliate or by operation of law), to any person (such person being a "Substitute Investor") shall (except as otherwise provided in these Articles or the Private Placement Memorandum) be valid or effective except without the prior written consent of the General Partner, which consent may not be unreasonably withheld, and where none of the following apply:

(a) such Transfer would result in a violation of applicable law, including United States Federal or State securities laws, or any term or condition of these Articles or the Private Placement Memorandum;

(b) as a result of such Transfer, the SICAR would be required to register as an investment company under the Investment Company Act;

(c) such Transfer would result in material adverse tax consequences to the Shareholders;

(d) such Transfer would result in the assets of the SICAR, if any, being treated as "plan assets" under ERISA;

(e) such Transfer would require such participation in the SICAR to be subdivided for purposes of resale into units smaller than a unit costing, by reference to its initial offering price, less than the Euro equivalent for the time being of US $100,000;

(f) such Transfer would result in the SCAR ceasing to be an S.C.A. under Luxembourg law;

(g) such Transfer would constitute a transaction effected through an "established securities market" within the meaning of the United States Treasury Regulations promulgated under section 7704 of the Code or otherwise would cause the SICAR to be a "publicly traded partnership" within the meaning of section 7704 of the Code, or would cause there to be more than 100 Shareholders (as determined under the Treasury Regulations promulgated under section 7704 of the Code). For purposes of determining the number of Shareholders under this provision, a person (a "beneficial owner") owning an interest in a partnership, grantor trust or S corporation for United States Federal income tax purposes (a "flow-through entity") that owns directly, or through other flow-through entities, a Share, is treated as a Shareholder if

(a) substantially all of the value of the beneficial owner's interest in the flow-through entity is attributable to the flow-through entity's direct or indirect interest in the SICAR and (b) a principal purpose in using the tiered arrangement is to permit the SICAR to have not more than 100 Shareholders; or

(h) the proposed transferee is not a Well-Informed Investor.

The General Partner shall not Transfer all or any part of its Management Share or all or any part of its rights and obligations as a general partner or otherwise under the SICAR Documentation, or voluntarily withdraw as unlimited shareholder (actionnaire gérant commandité) of the SICAR, without a prior Investors Special Resolution.

No Key Person shall Transfer his or her Key Person Interest (or any part thereof), without a prior Investors Special Resolution provided that such consent shall not be required if the Transfer of Key Person Interest by a Key Person is disclosed in advance to the Investor Committee and is effected solely and specifically for the purpose of estate planning for close family members or to a future Key Person.

Art. 11. Redemption. The SICAR is a closed-ended investment company. Consequently, Shares in the SICAR shall not be redeemable at the initiative of any Shareholder.

In the event an investor ceases to be a Well-Informed Investor under the SICAR Law, the General Partner shall be entitled to compulsorily redeem the Shares of such investor at a price determined by the General Partner.

However, the SICAR may acquire its own Shares. The acquisition of its own Shares will be in compliance with the law. Acquired own Shares will be automatically cancelled.

Art. 12. Commitments. Each prospective Investor shall execute a subscription agreement, containing, inter alia, the Commitment of the prospective Investor to subscribe for B Shares (a "Subscription Agreement") which upon acceptance will be countersigned by the General Partner.

During the Subscription Period, the General Partner is thus authorised to accept additional Commitments from Investors to subscribe for additional B Shares. Existing Shareholders may be permitted at the discretion of the General Partner to increase the amount of their Commitments at any time until the Final Closing Date provided that they each sign and deliver to the General Partner an amended Subscription Agreement reflecting such increase of their Commitment, and such Shareholders shall be treated as though they were Subsequent Investors in respect of and to the extent of the increased amount of their Commitments.

Each Shareholder shall be required to pay Capital Contributions to the SICAR in US$ up to the amount of its Commitment. Commitments will be drawn down by the General Partner as needed to fund Investments or payments of expenses (including the Management Fee) or other liabilities, with not less than 10 Business Days' prior written notice except for the first Drawdown which shall be made with not less than 15 Business Days' prior written notice.

Each Drawdown Notice issued in connection with the making of an Investment shall contain summary details of such proposed Investment to which it relates and the proposed use of the drawn down amounts, including: (i) the nature of the business carried on by the proposed Investment, (ii) confirmation that the proposed Investment satisfies the requirements of the Investment Policy, (iii) details in relation to the amounts drawn down and the percentage drawn down from each Shareholder, (iv) details in relation to the calculation of the Drawdown amount including any offsets, and (v) full details of the SICAR's USD bank account to which payment is to be made.

In the case of a Drawdown Notice issued for any other purposes, such Drawdown Notice shall, if applicable, indicate which portion of the relevant sum is required to pay the Management Fee, for working capital or expenses or to satisfy any other obligation of the SICAR. Drawdown Notices may only be issued to fund Investments or for other purposes permitted by these Articles or the Private Placement Memorandum. Drawdowns for Investments which do not proceed to completion within 30 calendar days will be returned to the Shareholders provided that the amount so distributed will be in partial repayment of the Capital Contributions and will increase the Undrawn Commitments and thereby be available for Drawdown again. Any cash amounts pending investment or distribution shall be held with the Custodian. No temporary investments will be made.

Art. 13. Default. If any Shareholder that has made a Commitment to the SICAR fails at any time to pay the drawdown amounts due on the relevant payment date, the General Partner may decide to apply an interest charge on such amounts (the "Default Interest"), without further notice, at a rate equal to LIBOR plus 6% per annum, until the date of full payment. The Default Interest shall be calculated on the basis of the actual number of calendar days elapsed between the relevant payment date (inclusive) and the actual date the relevant payment is received by the SICAR (exclusive). If an Investor at any time fails to pay the subscription amounts due for value on the relevant payment date, the General Partner shall within five (5) Business Days from the relevant payment date send by registered mail a formal notice to the Investor requiring it to remedy such default by payment of the amount due and also to pay Default Interest to the SICAR on any amount outstanding for the period from the relevant payment date up to the date of payment thereof.

If within 15 Business Days following a formal notice served by the General Partner by registered or electronic mail, the relevant Shareholder has not paid the full amounts due (including the Default Interest due), this Shareholder shall automatically become a defaulting Shareholder (the "Defaulting Shareholder") and the General Partner may, without limitation to the legal remedies and procedures set forth below, bring legal action in order to compel the Defaulting Shareholder to pay its portion of the Commitment called. The General Partner shall procure that the SICAR promptly notifies the Investor Committee in writing of any Investor who becomes a Defaulting Investor.

Notwithstanding the preceding sentence, all the Shares registered in the Defaulting Shareholder's name shall become defaulted Shares (the "Defaulted Shares"). Defaulted Shares shall have their voting rights suspended and shall not carry any right to distributions, as long as the outstanding payment set out above has not been effected.

All Shares registered in the name of such Defaulting Shareholder shall be subject to the following procedures, provided that the General Partner shall first resort to the option referred to in item (a) below and shall only resort to the redemption option in item (b) below, where option (a) does not result in a transfer of all of a Defaulting Investor's Defaulted Shares:

(a)

(i) within 15 Business Days after expiry of the formal notice period referred to above, the General Partner shall deliver a notice of such default to the Investors (excluding EB Affiliates) who are not in default under their Subscription Agreement;

(ii) the General Partner shall be authorised to procure the sale of the Defaulted Shares of the Defaulting Shareholder to a purchaser or purchasers determined by the General Partner (not being an EB Affiliate) (each a "Purchaser"), at a price equal to the lesser of (x) 50% of the subscription price paid at the time by the Defaulting Shareholder less Default Interest accrued on the unpaid part of the Commitment as well as administration and miscellaneous costs and expenses borne by the SICAR in respect of such default and (y) fifty percent (50%) of the Net Asset Value of such Defaulted Shares on the relevant default date less Default Interest accrued on the unpaid part of the Commitment as well as administration and miscellaneous costs and expenses borne by the SICAR in respect of such default (the "Default Redemption Price"). All Shareholders who are not Defaulting Shareholders or an EB Affiliate shall be granted a right of first refusal in this respect (on a pro rata inter se Commitments basis of those Shareholders who express an interest in this regard after due notification by the General Partner). The Default Redemption Price shall be payable immediately to the SICAR by the Purchaser and to the Defaulting Shareholder only upon the close of the liquidation of the SICAR and after satisfaction of all other Shareholders and shall not bear interest until such date. The General Partner shall constitute itself as agent for the sale of the Defaulting Shareholder's Defaulted Shares (as well as the transfer of the Undrawn Commitment of such Defaulting Shareholder) and each Shareholder agrees to appoint or procure the appointment of the General Partner as its true and lawful attorney to execute any documents required in connection with such transfer if it shall become a Defaulting Shareholder, to ratify whatever the General Partner shall lawfully do pursuant to such power of attorney and to keep the General Partner indemnified against any claims, costs and expenses which the General Partner may suffer as a result thereof;

(iii) in the event of such sale, the Purchaser(s) shall, on completion of the transfer, be admitted to the SICAR as one or more new Shareholders (to the extent such Purchaser was not already an existing Shareholder) and shall assume all rights and obligations of the Defaulting Shareholder (including, for the avoidance of doubt, the Commitment of the Defaulting Shareholder).

(b) The Defaulting Shareholder's Defaulted Shares (or such portion of the Defaulted Shares which is not sold pursuant to item (a) above) may be subject to a compulsory redemption (the "Defaulted Redeemable Shares") in accordance with the following rules and procedures:

(i) the General Partner shall send a notice (hereinafter the "Redemption Notice") to the relevant Defaulting Shareholder specifying, inter alia, the Defaulted Redeemable Shares to be redeemed and the price to be paid. The Redemption Notice may be sent to the Defaulting Shareholder by registered or electronic mail to its last known address. The Defaulting Shareholder shall be obliged, without delay, to deliver to the SICAR the certificate or certificates, to the extent applicable, representing the Defaulted Redeemable Shares specified in the Redemption Notice. From close of business on the day specified in the Redemption Notice, the Defaulting Shareholder shall cease to be the owner of the Defaulted Redeemable Shares specified in the Redemption Notice and the certificates representing these Shares shall be rendered null and void in the books of the SICAR and the register of Shareholders of the SICAR will be amended accordingly;

(ii) in such compulsory redemption, the redemption price will be equal to the Default Redemption Price and will only be payable to the extent that there is sufficient cash available in the SICAR after all other Investors have received full repayment of their Capital Contribution and their Preferred Return and only at the close of the liquidation of the SICAR;

(iii) a Redemption Notice in respect of any Defaulted Shares of a Defaulting Shareholder which have not been sold in accordance to (a) above, shall be issued no later than three (3) months following the fifteen (15) Business Days' notice referred to in (a)(i) above. From the date of the Redemption Notice, the SICAR's Total Commitments shall be deemed to have been reduced by an amount equal to the Commitment of the Defaulting Shareholder and thereafter such reduced Total Commitments shall apply for the purposes of the PPM.

(iv) any redeemed Defaulted Redeemable Shares may be cancelled. For avoidance of doubt, any such Defaulted Redeemable Shares distributed to Investors shall not increase such Investors Undrawn Commitments or Total Commitments and no management fee shall be payable on such Defaulted Redeemable Shares.

As defaults made with respect to Defaulted Redeemable Shares owned by EB Affiliates could give rise to a conflict of interest for the General Partner, they will be submitted to the Investor Committee for its resolution.

The General Partner may, in addition to the above procedures, but subject to the limitations on extraordinary expenses set out in the PPM, bring any legal actions it may deem appropriate against the Defaulting Shareholder based on a breach of its Subscription Agreement with the SICAR

The remedies applied against a Defaulting Shareholder, as described above, are not exclusive of any recourse that the General Partner may adopt in order to recover due and unpaid amounts.

Art. 14. Valuation. The "Net Asset Value" of the SICAR is equal to the fair value of the total assets of the SICAR less the value of the total liabilities of the SICAR including accounting profits adjusted for items that do not contribute to fair value (such as derivative accounting, post balance sheet events, or deferred amounts that will not materialise) as well as any other adjustments necessary to determine the Net Asset Value in accordance with Luxembourg GAAP.

The General Partner will ensure the Net Asset Value is calculated as of 31 December, 31 March, 30 June and 30 September each year and as at any other times as may be appropriate (each such date being a "Valuation Date").

The Net Asset Value per Share on any Valuation Date equals the total Net Asset Value of the SICAR divided by the total number of Shares on that Valuation Date.

All valuations shall be made on the basis of the fair value. Such value shall be determined as follows:

(a) units, shares, stocks or equity shares will be valued in accordance with valuation principles consistent with the IPEV Guidelines as amended from time to time, supported by, amongst others, the EVCA, provided that if the EVCA at any future date does not recommend the use of the IPEV Guidelines, the valuation shall be determined following such alterative guidelines as the EVCA shall then approve from time to time and provided further that when evaluating any assets which are held subject to any restriction on transfer or sales, such assets shall be valued at a reasonable discount;

(b) the value of assets denominated in a currency other than the US$ shall be determined by taking into account the rate of exchange prevailing at the time of the determination of the Net Asset Value; and

(c) liquid assets comprising cash, treasury bonds and regularly traded money market instruments will be valued at their market value with interest accrued.

Subject to the requirements in the PPM, the General Partner may apply other fair valuation principles for the assets of the SICAR to the extent that, in its reasonable discretion, this is justified by circumstances or market conditions subject to such other fair valuation principles being applied on a consistent basis.

Chapter III. Management, Representation, Investor committee, Supervision

Art. 15. Management. The SICAR is managed by EARLYBIRD LUXEMBOURG EDEF MANAGEMENT S.A. (short form "Earlybird Digital East"), a company limited by shares and incorporated under the laws of the Grand Duchy of Luxembourg.

The Shareholders shall refrain from acting in a manner or capacity other than by exercising their rights as Shareholders in general meetings and shall be liable to the extent of their Commitments made to the SICAR.

The General Partner is vested with the broadest powers to act on behalf of the SICAR and to perform or authorise all acts of administrative or disposal nature, necessary or useful for accomplishing the SICAR's object. All powers not expressly reserved by law to the general meeting of shareholders, fall within the competence of the General Partner.

The General Partner may delegate its powers to conduct the daily management and affairs of the SICAR and the representation of the SICAR for such daily management and affairs to any member or members of the General Partner or to any other person, who need not be a director of the General Partner or a Shareholder of the SICAR, acting either alone or jointly, under such terms and with such powers as the General Partner shall determine.

The General Partner may also appoint investment advisors considered beneficial for the operation and management of the SICAR.

Art. 16. Representation. The SICAR will be bound towards third parties by the signature(s) of the duly authorised representative(s) of the General Partner, as well as by the joint signatures or single signature of any person(s) to whom the board of directors of the General Partner has delegated such signatory power, within the limits of such power.

Art. 17. Investor Committee. The General Partner will establish an Investor Committee of the SICAR, which will consist of at least three but not more than five members, provided that there shall always be an odd number of members. Representatives of the General Partner may attend meetings unless the Investor Committee resolves otherwise in relation to (a part or the entirety of) a particular meeting. Subject to the following paragraph, each of the Cornerstone Investors and each Investor (or group of Investors advised by a common investment advisor or equivalent in a permanent arrangement) representing at least 10% of the Total Commitments shall be entitled to appoint one member to the Investor Committee. For the avoidance of doubt, each member of the Investment Committee shall have one vote. Members of the Investor Committee shall be invited to declare any actual or potential conflict of interest at the outset of each Investor Committee meeting. To the extent that any member of the Investor Committee has a potential or actual conflict of interest in relation to the subject of any Investor Committee meeting, such member shall be excluded from voting on such matter.

In the event that only the Cornerstone Investors (or only one additional Investor meets the 10% threshold above) satisfy the requirements for appointment to the Investor Committee then the Investor Committee shall only consist of the Cornerstone Investors.

Any member of the Investor Committee shall immediately cease to be such a member if the Investor who they represent:

(a) becomes a Defaulting Shareholder;

(b) transfers its Commitment in whole (save where (i) such transferee is an Affiliate of such Investor or (ii) such transferee is approved as having the right to elect a representative to the Investor Committee by the unanimous consent of the Investor Committee); or

(c) withdraws from the SICAR.

The Investor Committee shall provide such advice as is requested by the General Partner in connection with general policies and Investments of the SICAR, shall decide on conflicts of interest, approve changes to the auditors, review and approve the valuations / valuation methodologies of assets, review and approve the SICAR's annual operating budgets and shall have such other authorities as set out in the Private Placement Memorandum and these Articles. The members of the Investor Committee shall not take part in the management of the SICAR's business. For the avoidance of doubt, no member of the Investor Committee shall owe any fiduciary duty to the SICAR or any Shareholder by reason of such membership.

A majority of the Investor Committee may request the General Partner to remove and replace any member of the Investor Committee other than those nominated by the EBRD, the iVCi Investor and the IFC. A member nominated by the EBRD, the iVCi Investor and the IFC may only be removed or replaced with the consent of or the request by the EBRD, the iVCi Investor and the IFC respectively.

The Investor Committee will meet as frequently as required but at least once every quarter. Any member may request a meeting. Decisions will be taken by majority vote of all members of the Investor Committee unless a higher majority is required pursuant to the Private Placement Memorandum or these Articles. The Investor Committee may exclude the General Partner and the Investment Advisor and their EB Affiliates from the meetings with respect to any matters related to conflicts of interest or matters which the Investor Committee determines should be considered in camera. Meetings will be minuted and circulated for approval by the Investor Committee within 30 calendar days. No attendance fee will be paid by the SICAR to members of the Investor Committee. Out-of-pocket expenses will be paid or reimbursed by the SICAR.

Any and all members of the Investor Committee may attend meetings by electronic or other "virtual" means, including telephone and videolink.

The Investor Committee will be entitled to have in camera access to the SICAR's auditor to discuss valuations and to require a representative of the auditor to attend an Investor Committee meeting or annual Shareholders' meetings.

Promptly following the First Market Closing of the SICAR and at each subsequent closing, the General Partner will compile a list of all Investor Committee members and their contact information and circulate this to all Shareholders and will update such list and provide Shareholders with such revised list if and when any such information changes. All Shareholders undertake to provide the General Partner with all information in a timely manner so as to enable the General Partner to comply with its obligation hereunder.

No member of the Investor Committee or observer on the Investment Committee shall be deemed a fiduciary of the SICAR or of any Investor. The SICAR shall procure that at all times professional insurance coverage shall be available, at the expense of the SICAR, for the benefit of Investor Committee members in relation to their activities as members of the Investor Committee.

A Shareholder will not lose its right to be represented on the Investor Committee due to its becoming an Excused Investor to any number of Investments.

Notwithstanding any confidentiality restriction in the Private Placement Memorandum or in these Articles, members of the Investor Committee may freely share confidential information among themselves and with the Shareholders who nominated them.

Art. 18. Indemnification. The SICAR will indemnify, out of the assets of the SICAR, the General Partner and the Investment Advisor, and their officers, directors and employees, shareholders and partners and each member of the Investment Committee and Investor Committee for any claims, damages and liabilities (including reasonable legal fees) to which they may become subject because of their status as General Partner or Investment Advisor of the SICAR, or as an officer, director or employee thereof, or as a member of the Investment Committee or Investor Committee or by reason of any action taken or omitted to be taken by them in connection with the SICAR, except (a) in case of indemnified persons other than Investor Committee members, to the extent caused by their fraud, negligence, wilful misconduct, bad faith or reckless disregard for its obligations and duties in relation to the SICAR, breach of applicable laws (including regulations of the Luxembourg CSSF) or breach of the SICAR Documentation or, (b) in the case of Investor Committee members, to the extent caused by their fraud. Such indemnity shall only apply provided to the extent that the indemnified person other than a member of the Investor Committee (i) performed such activities in good faith either on behalf of the SICAR or in furtherance of the interests of the SICAR; (ii) performed such activities in a manner reasonably believed by such indemnified person to be within the scope of authority conferred by the Private Placement Memorandum, these Articles, by law or by Shareholder consent; (iii) in respect of any criminal action or proceeding, such indemnified person did not reasonably believe that his or her conduct was unlawful; and (iv) such indemnified person, if otherwise entitled to indemnification from the SICAR, has first sought recovery under any insurance policies by which such person is covered and has used all reasonable endeavours to mitigate the relevant loss. No indemnification will be granted in respect of any claim, liability, damage, costs or expenses that are the result of (a) a request by a majority of Shareholders exercising their rights under the terms of the Private Placement Memorandum or these Articles or applicable law, (b) a dispute

between any of the EB Affiliates, or (c) other disputes in relation to the internal organisation of the relevant indemnified person (i.e., any dispute or litigation with employees, officers, agents or directors of such indemnified person).

No indemnification payment pursuant to the preceding paragraph shall be made to an indemnified party after the date on which the SICAR is put into liquidation. The aggregate amount of the assets of the SICAR attributable to any Investor (including such Investor's Undrawn Commitment) that may be utilised to enable the SICAR to indemnify the indemnified parties (together, but without duplication, with any payment that such Investor may be required to re-advance to the SICAR) will not exceed the lesser of (i) 15% of such Investor's Commitment and (ii) such Investor's Undrawn Commitment.

If an Investor has been excused or excluded from a particular Investment, the assets of the SICAR attributable to such Investor (including such Investor's Undrawn Commitment) shall not be utilised to fund any indemnity payments made in connection with such Investment.

The General Partner and the Investment Advisor will indemnify the SICAR for any claims, damages, liabilities and losses incurred by the SICAR as a result of their fraud, negligence, wilful misconduct, bad faith or reckless disregard for its obligations and duties in relation to the SICAR, breach of securities or other applicable laws (including Luxembourg laws) or breach of the Private Placement Memorandum and these Articles. The General Partner and the Investment Advisor shall procure professional indemnity insurance (such insurance to include all Key Persons) from an insurer acceptable to the Investor Committee with such coverage, limits and deductibles as may be prescribed by the Investor Committee and shall furnish to the Investor Committee, within 30 calendar days of obtaining such insurance and each annual renewal thereof, an insurance certificate from the relevant insurer or insurance broker evidencing that such insurance is in effect. The General Partner and the Investment Advisor will use reasonable care when appointing, retaining and supervising any agent.

The SICAR may advance expenses incurred by an indemnified person in defending any claim prior to the final determination of such claim provided that (i) advances in excess of an aggregate of US$ 250,000 in respect of any claim or claims arising out of the same transaction or occurrence shall require the approval of the Investor Committee; (ii) there shall be no advancement of expenses for the defence of a claim that is brought by Shareholders whose aggregate Commitments equal or exceed 50% of Total Commitments prior to the final determination of such claim; and (iii) such indemnified person agrees in writing to repay such amount to the Partnership if it is ultimately determined that such indemnified person is not entitled to be indemnified or if such amount is received from any insurance policy or other source, and to the extent that such indemnified person fails to repay such advance and is one of the General Partner, the Investment Advisor or their respective officers, directors, employees, shareholders, partners, members, nominated directors (meaning any person nominated by the SICAR or the General Partner, the Founder Partner, the Investment Advisor or any of their respective EB Affiliates to be a director or equivalent of any company in which the SICAR holds an Investment) or a member of the Investment Committee, then the General Partner agrees, and with regard to the Retained Account the Founder Partner agrees, to reimburse the SICAR for the amount equal to that portion of such advance not repaid by the indemnified person, including through a reduction in Management Fee or reduction in the amount distributable to the Founder Partner from the Retained Account.

The General Partner shall promptly notify the Shareholders of any advancement of expenses or potential liability in respect of which the General Partner reasonably determines that indemnification by the SICAR may be due and of any material contingency or liability arising during the term of the SICAR.

Each of the Shareholders shall indemnify each of the General Partner, any EB Affiliate of it and the SICAR against the amount of Taxation for which the General Partner, any EB Affiliate of it and the SICAR is liable either on behalf of that Shareholder or in respect of that Shareholder's participation in the SICAR. The General Partner shall notify such Shareholder of such amount having been paid.

Art. 19. Conflict of Interests. The General Partner, the Founder Partner, the Investment Advisor, Earlybird DACH, the Key Persons and their respective EB Affiliates shall not be permitted to co-invest in any Investments (for the avoidance of doubt, other than indirectly through the SICAR). For the duration of the Investment Period of the SICAR, the General Partner shall procure that Earlybird DACH and its successor funds, the Key Persons and their respective EB Affiliates shall withhold from investing in companies incorporated or Primarily Active in the Target Region that fall within the investment strategy of the SICAR (being investments in technology and technology-enabled private companies) in any manner other than through the SICAR (except that follow-on investments by such person into any company which is an existing investment (or wholly-owned subsidiary or holding company thereof) of such person and which has been notified to the Investor Committee prior to the First Market Closing Date are allowed).

The SICAR will not acquire any securities or Investments from, and will not invest in any company whose securities are held by or which has borrowed funds from, or dispose of any securities or Investment to, any of the General Partner, the Investment Advisor, the Founder Partner, Key Persons or any of the EB Affiliates or EB 2012 or any other fund or investment vehicle invested in by the SICAR or managed by any EB Affiliate, any Shareholder, or any EB Affiliate of any of them, or invest in any investment in which any of them holds an investment or personal interest.

In the event the SICAR is presented with an investment or disposal proposal involving a company owned (in whole or in part) by any of the General Partner, the Investment Advisor, the Founder Partner, a Key Person or any of their EB Affiliates or any investment funds managed, advised or sponsored by the EB Affiliates, the General Partner will fully disclose

and refer this actual or potential conflict of interest as well as any other actual or potential conflict of interest to the Investor Committee and provide all information reasonably necessary for or reasonably requested by the Investor Committee to enable the Investor Committee to make an informed decision. The Investor Committee must approve by way of 2/3 majority vote of all members any such proposal referred to it before the relevant investment or transaction is made and any such investments or transactions shall be made on an arm's length basis. The General Partner shall resolve any conflicts in the manner reasonably determined by the Investor Committee.

In the event the Investor Committee approves any such proposal, the General Partner shall notify all Investors in writing of the impending investment or transaction.

The General Partner will procure that the SICAR will enter into all transactions on an arm's length basis. The General Partner and the Investment Advisor will, even when in doubt, inform the Investor Committee of any activities in which any of the General Partner, the Investment Advisor, the Founder Partner, any of the Key Persons or any of their EB Affiliates or any other fund or investment vehicle invested in by the SICAR or managed by any EB Affiliate are involved which could create an opportunity for conflicts of interest to arise in relation to the SICAR's investment or other activity.

The General Partner and the Investment Advisor will report to the Investor Committee on any significant changes in the allocation of their professional personnel who are responsible for management or the provision of advisory services with regard to the SICAR's investments.

Notwithstanding anything to the contrary set forth herein, family members of the Key Persons and of the employees of the General Partner and Investment Advisor (except Key Persons) shall be permitted to make investments in companies in the Target Region falling within the investment strategy of the SICAR where such investment is made in connection with an employment managerial role and provided that no more than US$ 50,000 in the aggregate can be invested, or where stock options are granted in connection with such a role.

Moreover, and notwithstanding anything set forth to the contrary herein, all Shareholders acknowledge that the Key Persons, (other) employees of the General Partner and the Investment Advisor and their family members made certain investments in companies in the Target Region falling within the investment strategy of the SICAR prior to the First Market Closing Date, such investments being listed in Annex 4 of the PPM. Except for the Key Persons' time commitment obligations set out in the PPM, nothing set forth herein and in the PPM shall be deemed to restrict the ability of any of the foregoing to make further investments in the companies listed in Annex 4 of the PPM, provided that (i) the existing investments were disclosed to the Cornerstone Investors (prior to their admission to the SICAR and prior to the First Market Closing Date) and (ii) any further investments shall be disclosed to the Investor Committee.

Key Persons and conflicted persons shall, prior to the First Market Closing, disclose to the Investor Committee all holdings in companies that reasonably meet the investment criteria of the SICAR and shall make such disclosure on an on-going annual basis throughout the term of the SICAR.

Any co-investment opportunities offered by the General Partner to the Shareholders shall be made and disposed of on the same terms and at same time as the SICAR's investment in that portfolio company.

Art. 20. Removal of the General Partner. The General Partner and the Investment Advisor may be removed at any time without Cause by an Investors Special Resolution.

The General Partner and the Investment Advisor may be removed for Cause by way of an Investors Ordinary Resolution.

For purposes of the foregoing, "Cause" will include:

(a) a material or persistent breach by any EB Affiliate of their obligations under any applicable law or the SICAR Documentation which is not cured within 30 calendar days;

(b) a change in control in respect of the General Partner, the Investment Advisor or the Founder Partner (such change of control to mean the Key Persons ceasing to hold (directly or indirectly) together more than 75% of the shares and/or more than 75% of the unrestricted voting rights and/or otherwise ceasing to hold effective control in either the General Partner, Investment Advisor or Founder Partner) or the Key Persons together with the directors, officers and employees of the General Partner and the Investment Advisor at the relevant time ceasing to hold together 100% of the shares and/or unrestricted voting rights in the General Partner, the Investment Advisor or, together with the recipients of the Earlybird DACH Carry Pool and Matias Collan, 100% of the shares and/or unrestricted voting rights of the Founder Partner (a "Change of Control");

(c) gross negligence, fraud, wilful misconduct or material breach of securities or other applicable laws (including CSSF regulations) by the General Partner, the Investment Advisor, the Founder Partner or any Key Person;

(d) a Key Person Event suspension period being in force for at least 180 consecutive calendar days;

(e) any order, judgment or decree of any court, arbitral tribunal or regulatory authority which prohibits or prevents the General Partner, Investment Advisor, Founder Partner, or any Key Person from carrying on its duties or performing its obligations in respect of the SICAR and which is not rectified within 30 calendar days of such order, judgment or decree;

(f) the conviction of the General Partner, Investment Advisor or Founder Partner for any indictable offence or of any of the Key Persons for any offence punishable by incarceration; and

(g) the insolvency, administration, dissolution, liquidation, involuntary reorganisation or bankruptcy of, or application for the same with regard to, the General Partner, the Investment Advisor or the Founder Partner or any of their respective parent companies or of any Key Person.

Notwithstanding any removal, the General Partner, the Founder Partner and the Key Persons will retain all rights with regard to, and shall not be required to Transfer, their respective B Shares.

Upon a removal for Cause neither the General Partner nor the Founder Partner will retain any rights to future payments of the Management Fee or Carried Interest.

Upon a removal without Cause the General Partner will be entitled to an amount equalling two quarterly payments of annual Management Fee (net of any Management Fee received in advance) due in respect of the current Accounting Period calculated at the time of removal.

In addition, upon a removal without Cause the Founder Partner's entitlement to Carried Interest shall be reduced to the Carried Interest attributable to all Investments made up until the point the General Partner was removed, calculated as if the Carried Interest would be structured as a basket of investments as of the inception of the SICAR, multiplied by a vesting percentage as set forth below. For the avoidance of doubt, the Carried Interest payable thereon shall not be due at a date earlier than it would have been pursuant to the PPM. If the General Partner is removed between two such anniversaries the percentage will be adjusted on a straight line monthly basis.

Years elapsed since First Market Closing Date	Vested %
1	12%
2	24%
3	36%
4	48%
5	60%
6	68%
7	76%
8	84%
9	92%
10	100%

If the Investment Period is extended by an additional period of 12 months by way of an Investors Special Resolution, then the vesting of the Carried Interest shall be adjusted so that the Carried Interest is 60% vested after the expiry of the sixth anniversary of the First Market Closing.

In the event of a Key Person Event due to the death or permanent mental or physical incapacitation of a Key Person (as certified by a qualified medical specialist or authority acceptable to the Investor Committee), the Founder Partner shall continue to be entitled to receive its vested Carried Interest entitlement.

The General Partner waives all claims for reputational damages or other consequential losses relating to its removal.

The General Partner shall be required to transfer its Management Share to a new general partner (if any) at a price equal to US$ 1,000. In the event of a removal for Cause, the Founder Partner shall be required to transfer its A Shares to a new general partner (if any) or to another person, as instructed by a new general partner (if any), for a consideration of US$ 1,000 per A Share. In the event of a removal without Cause, the distribution rights attached to the A Shares held by the Founder Partner shall be revised to reflect the above accordingly.

Art. 21. Audit. The business of the SICAR and its financial situation, including more particularly its books and accounts, shall be supervised by a statutory auditor (réviseur d'entreprise agréé) appointed in accordance with the applicable law.

Chapter IV. Meetings of shareholders, Voting & powers

Art. 22. Meetings. The annual general meeting shall be held on the last Thursday in the month of June each year, at 3pm Luxembourg time. If such day is not a Business Day, the annual general meeting shall be held on the next following Business Day. A Shareholders' meeting shall be held in October 2013.

The General Partner shall convene Shareholders' meetings at least annually on not less than 30 calendar days' prior written notice, offering the opportunity to review and discuss the affairs of the SICAR. Any Shareholders whose Commitments in aggregate represent 10% or more of the Total Commitments may, by notice in writing together with a proposed agenda, require the General Partner to call a Shareholders' meeting within 20 calendar days, unless a proposed resolution on such agenda is the removal of the General Partner as the managing general partner of the SICAR, in which case the General Partner shall convene a Shareholder's meeting on not less than 10 calendar days, but no more than 15 calendar days, from the date upon which the General Partner receives the applicable notice.

To the fullest extent permitted by applicable law, Shareholders may attend meetings by electronic or other "virtual" means, including telephone and videolink.

A representative appointed by the General Partner shall preside as non-voting chairman of every Shareholders' meeting or if the Shareholders otherwise determine the Shareholders shall be entitled to appoint (in advance or in the course of

the relevant meeting) any member present or represented to be chairman of the meeting by simple majority of the votes cast.

Other meetings will be held in accordance with the law and as often as the General Partner considers necessary to consider issues which are required to be decided by the Shareholders.

To the extent permitted by law, each EB Affiliate will be excluded from voting as a Shareholder on any matter on which it has a potential conflict of interest.

Art. 23. Voting and Powers of the Meeting of Shareholders. Any regularly constituted general meeting of Shareholders of the SICAR represents the entire body of shareholders.

The general meeting of Shareholders shall have the powers vested to it by law and by these Articles.

Shareholder resolutions are passed with a 2/3 vote unless otherwise provided for, with each Share having one vote.

Chapter V. Financial year, Distribution of profits

Art. 24. Financial Year. The SICAR's financial year shall begin on the 1 st of January and shall terminate on the 31 st of December of each year. The first Accounting Period of the SICAR shall begin on the day of the incorporation of the SICAR and shall terminate on 31 December 2012.

The accounts of the SICAR shall be denominated in US$.

All reporting on the SICAR and its Portfolio Investments will be in accordance with the International Private Equity and Venture Capital Association Reporting Guidelines in effect as of the date of such report, as amended from time to time, and shall be provided in the English language.

In addition to the General Partner furnishing to each of the Shareholders such reports and accounts as are required, and within the time periods stipulated, by the SICAR Law and the 1915 Law at the latest, Investors will receive:

(a) annual audited accounts dispatched no later than 90 calendar days following each Accounting Period, which shall include a calculation of the Carried Interest entitlement and the amount of any clawback obligation accrued during such period and a statement of capital accounts as well as an audit opinion confirming compliance with all allocation and distribution provisions of the Private Placement Memorandum together with such other matters as are required under the Private Placement Memorandum; and

(b) quarterly reports dispatched within 60 calendar days of the end of each quarter (other than the quarter end which coincides with the end of the Accounting Period in which case such reports shall be sent out with the annual accounts) comprising:

(i) unaudited financial statements for the SICAR and a statement of the relevant Investor's capital account;

(ii) details of the Investments purchased and of Investments sold and otherwise disposed of during the relevant period; and

(iii) a statement of the Investments and other property and assets of the SICAR together with a brief commentary on the progress of Investments; and

(iv) the General Partner's unaudited valuation of each Investment and a portfolio valuation as at the end of such quarter.

All financial statements will be prepared in accordance with Luxembourg GAAP. Certain of the Cornerstone Investors will also be provided with financial information prepared in accordance with IFRS or other accounting principles acceptable to such Cornerstone Investors. The General Partner will confirm on an annual basis that the SICAR is in compliance with the Private Placement Memorandum and the Articles.

The operations of the SICAR and its financial situation including particularly its books shall be supervised by one authorized auditor (réviseur d'entreprises agréé), who shall satisfy the requirements of Luxembourg law as to honorableness and professional experience, who shall carry out the duties prescribed by the SICAR Law, the Private Placement Memorandum and these Articles, and who will be remunerated by the SICAR. This shall include, in particular, such auditor reviewing the accounting data related in the annual report of the SICAR.

Art. 25. Allocation of Profits. Distributions will, after satisfying any permitted expenses and liabilities of the SICAR (including the Management Fee) under the PPM, be made in the following order of priority:

(1) 100% to the Shareholders on their B Shares in proportion to their respective Capital Contributions until each Shareholder has received distributions equal to its Capital Contributions;

(2) 100% to the Shareholders on their B Shares in proportion to their respective Capital Contributions, until each Shareholder has received distributions equal to the Preferred Return;

(3) 100% to the Founder Partner on its A Shares until it has received additional distributions equal in the aggregate to 20% of all distributions made by the SICAR in excess of the Shareholders' aggregate Capital Contributions; and

(4) 80% to all Shareholders on their B Shares in proportion to their respective Capital Contributions and 20% to the Founder Partner on its A Shares (the distributions on the A Shares pursuant to (3) and (4) being the "Carried Interest").

For the avoidance of doubt, the ultimate entitlement to Carried Interest shall be calculated on the basis of net profits to the SICAR. Withholding and other tax liabilities (including VAT) imposed on the SICAR shall not be treated as distributions to Shareholders for the purpose of calculating Carried Interest.

Cash distributions will be made in US$ provided that the General Partner shall give Investors the option to receive their distributions in local currency if the SICAR is unable to convert such local currency into US$ (provided that, in such case, such distributions shall be valued at the most recent exchange rate available prior to such distribution). No distributions will be made unless there is sufficient cash available, or if the capital of the SICAR would as a consequence of the distribution fall below the legal minimum of the US$ equivalent of € 1,000,000 (as required by the SICAR Law) or if the General Partner believes, in good faith, that the distribution would put the SICAR in a position where it is unable to meet any future obligations or contingencies provided that the amount of any such reserve shall not exceed US$ 1.5 million at any time except with the prior written consent of the Investor Committee.

The SICAR shall, subject to the above restrictions, distribute all investment proceeds (dividends, interest, disposition proceeds) as soon as practicable but no later than 10 Business Days after receipt.

The SICAR shall, subject to the above restrictions, distribute all income proceeds as soon as reasonably practicable but in no event later than each quarter date.

Proceeds from Bridge Financings, equalisation premiums and Default Interest will not run through the foregoing distribution waterfall but will be distributed to the Shareholders pro rata to their Capital Contributions. Distributions of proceeds from Bridge Financing will not run through the distribution waterfall, but should be distributed to the Investors pro rata based on Capital Contributions without payment of Carried Interest. For avoidance of doubt, a Bridge Financing, or portion thereof, not refinanced or otherwise repaid within nine months will be treated as a permanent Portfolio Investment and proceeds from such Portfolio Investments will run through the distribution waterfall, and such Portfolio Investments will be deemed to have been made at the time the Bridge Financing was implemented.

Subject to the further restrictions set out in the PPM, during the life of the SICAR (including, for the avoidance of doubt, during the liquidation and upon termination of the SICAR), the General Partner will not make distributions in kind to Shareholders who have indicated to the General Partner by way of a side letter their preference not to receive such distributions.

Subject to the further restrictions set out in the PPM, upon termination of the SICAR, liquidating distributions of cash and securities will be made to all Shareholders in accordance with the foregoing distribution waterfall.

Art. 26. Interim Dividends. The General Partner is authorised to pay out interim dividends in compliance with the law.

Art. 27. Reinvestment of Proceeds. Proceeds from realised Investments and income proceeds shall not be retained or reinvested by the SICAR except that the General Partner may cause the SICAR to reinvest at any time within 24 months of realisation of a distribution which was made during the Investment Period, capital proceeds comprising of the capital cost of any Investment realised during the Investment Period to the extent that after giving effect to such reinvestments the total amount so reinvested does not exceed the lesser of (i) 10% of Total Commitments and (ii) the amount of permitted SICAR costs and expenses (including the Management Fee) incurred at the relevant time but provided in any event that the cumulative acquisition cost of Investments does not exceed the amount of Total Commitments and such that each Investor's aggregate drawn down capital which at the relevant time has not been repaid, shall not at any time exceed the amount of its Commitment. Any amounts which may be reinvested in accordance with this Article 27 shall be distributed, provided that any amounts so distributed will be in partial repayment of the Capital Contributions of the relevant Shareholders and will increase their Undrawn Commitments and thereby be available for drawdown again and provided further that any distributions of monies which may be required to be re-advanced pursuant to this Article 27 shall be accompanied by a distribution notice given by the General Partner quantifying the funds which are subject to such re-advancement obligation.

Art. 28. Recall of Distributions. The General Partner may also require each Investor, in its personal capacity, to return any distribution received by it to the extent that the SICAR does not have other resources available to meet an obligation of the SICAR relating to indemnification obligations and obligations resulting from representations and warranties the SICAR has given in relation to the relevant Investment, provided that:

(a) no Investor shall be required to return an amount exceeding the amount distributed to it with respect to such Investment;

(b) the total amount that may be required to be returned pursuant to this Article 28 in respect of all distributions made to an Investor (together, but without duplication, with the aggregate amount of the assets of the SICAR attributable to such Investor, including such Investor's Undrawn Commitment, that may be utilised to enable the SICAR to indemnify the indemnified parties pursuant to the paragraph headed "Exculpation and Indemnification" of the Memorandum) shall not exceed 15% of such Investor's Commitment; and

(c) no Investor shall be required to return any distribution after the earlier of (i) the date on which the SICAR is put into liquidation and (ii) the first anniversary of the relevant distribution or, where the relevant claim has been notified by the General Partner to the Investors prior to such first anniversary, then after the second anniversary of such distribution.

If any repayment pursuant to the above is made after the liquidation of the SICAR, a (new) Clawback Amount pursuant to the Founder Partner's clawback obligation under the Private Placement Memorandum shall be calculated for the Founder Partner.

Art. 29. Escrow. Subject to the provisions below, 100% of all Carried Interest distributions (whether in cash or in kind) shall, until the Relevant Date as defined below, be held in escrow instead of being paid to the Founder Partner. After the Relevant Date has occurred, 100% of all subsequent Carried Interest distributions (but not, for the avoidance of doubt, amounts of prior distributions in the Retained Account, such amounts to be released in accordance with the provisions below) shall be made to the Founder Partner ("Permitted Distributions").

The "Relevant Date" shall be the date or time when the Retained Amount (as defined below) equals the amount that the Founder Partner would be required to repay pursuant to the Founder Partner's clawback obligation under the Private Placement Memorandum upon a deemed dissolution and liquidation of the SICAR, as confirmed by the auditor of the SICAR employing the assumptions that all unrealised Investments will be written off, all Commitments available for draw-down will be drawn down and used to acquire Investments that are subsequently written off, and no further amounts are distributed to the Investors (the "Maximum Escrow Amount").

The General Partner shall, until the Relevant Date, retain within the SICAR such amounts as set out above and shall place them in a separate escrow account for the benefit of the Founder Partner (the "Retained Account" and amounts in the Retained Account (including any interest) from time to time being the "Retained Amount"). The Retained Amount shall only be released in accordance with the below.

The Founder Partner shall be entitled to receive cash from the Retained Account in such amounts as necessary to satisfy any charge of Taxation that has been made against it, any partner of it (or any beneficiary or settlor thereof) or against any assignee for estate planning or similar purposes of all or part of its Shares, by any relevant tax authority in respect of any allocation to it or any such person of profits in relation to the A Shares (including, for the avoidance of doubt, any charge of Taxation made in respect of any interest on the Retained Amount) or otherwise pursuant to applicable law, which are not distributed to the Founder Partner due to the application of the provisions contained in this Article 28 to the extent such charge of Taxation cannot be satisfied from Permitted Distributions. The Founder Partner shall use reasonable commercial efforts, and shall procure that the ultimate recipients of Carried Interest shall use reasonable commercial efforts, to obtain, at their own expense, exemptions and refunds available with regard to such charges of Taxation and shall promptly repay to the SICAR any refunds or rebates with regard to such charges of Taxation.

Other than as provided for above, the Retained Amount shall not be paid to the Founder Partner until no potential obligations exist under the Private Placement Memorandum for Investors to be required to return distributions, provided that if, upon the termination of the SICAR, the Founder Partner has any repayment obligation under Founder Partner's clawback obligations in the Private Placement Memorandum, then the Retained Amount shall be released and available for distribution to Investors up to the Clawback Amount (which shall, for the avoidance of doubt, reduce any repayment obligation of the Founder Partner accordingly).

Any amount which would have been paid to the Founder Partner but have instead been kept in escrow pursuant to the above provisions of this Article 28 shall nevertheless be taken into account in determining the balances on the income and capital accounts of the Founder Partner as if such amount was distributed and such amount shall be credited to a special reserve account from which payments pursuant to the preceding provisions of this Article 28 shall be debited.

Chapter VI. General provisions

Art. 30. Custodian. The SICAR has appointed Banque de Luxembourg as its "Custodian". The SICAR's assets will be deposited with the Custodian and/or its designated agents chosen in good faith by the Custodian.

In the event that the custodian agreement is terminated:

(a) the General Partner acting on behalf of the SICAR will use its best endeavours to appoint within two (2) months a new Custodian who will assume the responsibilities, duties and obligations of the Custodian;

(b) the Custodian is under an obligation to deliver to the succeeding custodian (or procure such delivery), in bearer form or duly endorsed form for transfer, at the expense of the SICAR, all securities and all monies or other assets of the SICAR held by the Custodian pursuant to the SICAR Law and the custodian agreement and all certified copies and other documents related thereto in the Custodian's possession which are valid and in force at the date of termination; and

(c) the Custodian is under an obligation to deliver to and, where appropriate, cause that vesting in the SICAR, at the expense of the SICAR, all documents and assets relating to the affairs of or belonging to the SICAR that are in the possession or control of the Custodian of the SICAR.

The Custodian will carry out the usual duties regarding custody of assets, cash and securities deposits, without any restriction.

Art. 31. Amendment. Subject to the relevant paragraphs in the Private Placement Memorandum, amendments to these Articles and the principal terms of the SICAR may be made from time to time.

Any such amendment is subject to the prior approval of the CSSF and shall be decided by the general meeting of the Shareholders which at first call shall meet a quorum of 50% of the total Shares issued. Should such quorum requirement not have been met at the first meeting, no quorum requirement will be required at a reconvened meeting (which may take place no sooner than 2 business days from the first meeting) having the same agenda as the first meeting. For the avoidance of doubt, any amendments relating to the SICAR's Investment Policy, fee structure or compliance with any material policies shall require the affirmative vote of each Cornerstone Investor.

Decisions at both meetings will require (i) a majority of two thirds of the votes cast by the Shareholders, and (ii) an Investors Special Resolution, and (iii) the consent of the General Partner.

Notwithstanding the above, no amendment may increase any Shareholder's Commitment, change the SICAR's jurisdiction, modify any right to distribution and/or modify the majority requirements for amendments. Any such amendment is subject to the approval of the CSSF and requires the unanimous consent of the Shareholders and of the General Partner. No amendment which has a materially adverse effect on any Shareholder may be made without the consent of that Shareholder.

Art. 32. Confidentiality. The Shareholders shall not, and each Shareholder shall use all reasonable endeavours to procure that every person connected with or associated with such Shareholder shall not without the prior written consent of the General Partner, disclose to any person, firm or corporation or use to the detriment of the SICAR or any of the Shareholders (other than in connection with claims against such parties in respect of any breach of their obligations and duties) any confidential information which may have come to its or their knowledge concerning the affairs of the SICAR or Investments or proposed investments, provided however that in respect of each Shareholder the foregoing restriction on disclosure shall not apply to information which:

(a) is possessed by such Shareholder prior to the receipt thereof from the General Partner; or

(b) becomes known to the public other than as a result of a breach of such obligations by such Shareholder; or

(c) the General Partner (acting reasonably) believes it is necessary to disclose to enable the SICAR to make any particular Investment.

Each Shareholder acknowledges that:

(a) unless otherwise stated all information provided to them by the General Partner relating to the affairs of the SICAR, General Partner, Investment Advisor, Founder Partner, any Affiliate of either of them or any Investment is confidential and the release of such information may be detrimental to the affairs or business of the SICAR, General Partner, Investment Advisor, Founder Partner, any Affiliate of either of them or any Investment; and

(b) unless otherwise stated all information provided to them by the General Partner in relation to any Investment is commercially sensitive information and the release of such information may be detrimental to the affairs or business of the SICAR, General Partner, Investment Advisor, Founder Partner, any Affiliate of either of them or any Investment and may prejudice the commercial interests of the before mentioned persons.

Notwithstanding the above, a Shareholder shall be entitled to disclose confidential information received by it concerning the business or affairs of the SICAR, subject to any applicable laws and regulations:

(a) to its Affiliates, employees and directors;

(b) to its bona fide professional advisers, auditors, insurers and ratings agencies;

(c) if the Shareholder is a fund of funds (or equivalent), to such Shareholders' investors and bona fide prospective investors;

(d) if specifically required to do so by law (and there is no relevant exemption which is applicable) or by a court of law or by the regulations of any relevant stock exchange or any regulatory authority to which any of the Shareholders or any such person connected or associated with a Shareholder is subject;

(e) to any governmental, regulatory or tax authorities to which such Shareholder is required to report and in particular a Shareholder (and any employee, representative, or other agent of a Shareholder) may disclose to any and all persons, without limitation of any kind, where disclosure consists of the tax treatment and tax structure of the SICAR and all related materials (including opinions or other tax analyses) that are provided by the General Partner to the Shareholder relating to such tax treatment and tax structure; or

(f) if otherwise agreed with the General Partner,

provided that in the case of (a), (b) and (c) above such disclosure shall only be allowed if the recipient is bound by an equivalent obligation of confidentiality in respect of such information and has given an undertaking not to make any further disclosures of such information, and the Shareholder shall remain liable for the actions of such recipients.

Each Shareholder which is subject to any obligation to disclose information received by it or any other information otherwise concerning the business or affairs of the SICAR or any Investments shall immediately notify the General Partner as soon as it becomes aware of any request from any third party (other than its own shareholders, investors, advisers, auditors or any governmental, regulatory or tax authorities to which such Shareholder is required to report) for such information to be provided or disclosed by such Shareholder to such third party (a "Disclosure Request") and each Shareholder warrants to the General Partner that it will use all reasonable endeavours to seek to defend such Disclosure Request at all times in accordance with the provisions of the relevant public disclosure laws, statutes, statutory instruments, regulations or policies.

If a Shareholder discloses any information concerning the valuation of such Shareholder's interest in the SICAR or any performance data regarding the SICAR, it will include in such disclosure a statement to the effect that such data does not necessarily reflect the current or expected future performance of the SICAR and should not be used to compare returns of the SICAR against returns of other private equity funds, and that disclosure has not in any way been sanctioned by the General Partner.

Chapter VII. Dissolution, Liquidation of the SICAR

Art. 33. Dissolution, Liquidation. The SICAR shall dissolve upon the occurrence of any of the following events:

(a) dissolution of the General Partner. In such case, any Shareholder can take the necessary steps to have a liquidator appointed for the SICAR by the general meeting of Shareholders, subject to the approval by the CSSF;

(b) commencement of insolvency proceedings over the assets of the General Partner or rejection of a petition to commence such proceedings for lack of assets,

(c) removal of the General Partner from the SICAR; or

(d) the Investors, by Investors Special Resolution, resolve to dissolve the SICAR,

provided that the SICAR shall not terminate if, within 120 calendar days after such an event pursuant to (a), (b) or (c) above, Investors elect, by way of an Investors Special Resolution to continue the business of the SICAR and to appoint a successor managing general partner (subject always to the approval of the CSSF). For the avoidance of doubt the SICAR shall at all times have a general partner.

Upon the commencement of the dissolution and liquidation of the SICAR, the General Partner (or any other liquidator appointed in accordance with these Articles and the Private Placement Memorandum) will use its best efforts to dispose of all of the SICAR's remaining assets.

The liquidation shall be carried out by one or several liquidators (who may be physical persons or legal entities) named, subject to the approval of the CSSF, by the meeting of Shareholders pursuant to the SICAR Law. The Shareholders will also determine the remuneration and the powers, subject to the SICAR Law, of the liquidators.

At the end of the liquidation and redemption process of the SICAR, any amounts that have not been claimed by the Shareholders will be paid into the Caisse de consignation, which keep them available for the benefit of the relevant Shareholders during the duration provided for by law.

Chapter VIII. Contractualisation of PPM

Art. 34. Contractualisation of PPM. For all purposes of these Articles, the respective rights and obligations of the holders of Shares as set forth in the PPM, as amended and restated from time to time, shall be incorporated by reference herein and shall be enforceable as against each such holder of Shares in accordance with such terms.

Chapter IX. Applicable law

Art. 35. Applicable Law. The rights, obligations and relationships of the holders of Shares will be governed by the laws of Luxembourg. All disputes, controversies or claims arising out of or relating to the Private Placement Memorandum or these Articles or the breach, termination or invalidity thereof or any noncontractual obligations arising out of or in connection with the Private Placement Memorandum or these Articles shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules, to the extent permissible by law and notwithstanding anything to the contrary set forth in any agreements or documents relating to the SICAR including, for the avoidance of doubt, the Subscription Agreement.

There shall be one arbitrator and the appointing authority shall be the LCIA (London Court of International Arbitration). The seat and place of arbitration shall be London, England and the English language shall be used throughout the arbitral proceedings. The parties hereby waive any rights under the Arbitration Act 1996 or otherwise to appeal any arbitration award to, or to seek determination of a preliminary point of law by, the courts of any jurisdiction. The arbitral tribunal shall not be authorised to grant, and the parties agree that it shall not seek from any judicial authority, any interim measures or pre-award relief against EBRD or IFC, any provisions of the UNCITRAL Arbitration Rules notwithstanding. The arbitral tribunal shall have authority to consider and include in any proceeding, decision or award any further dispute properly brought before it by any party insofar as such dispute arises out of the Private Placement Memorandum or these Articles, but, subject to the foregoing, no other parties or other disputes shall be included in, or consolidated with, the arbitral proceedings.

Second resolution

Pursuant to Article 3(1) of the Law of 15 June 2004 relating to the investment company in risk capital (société en capital à risque), as amended by the Law of 12 July 2013 regarding the managers of alternative investment funds, whereby the Articles of the Company may be provided solely in English, without the requirement to translate the Articles into an official language, the extraordinary general meeting of partners resolves to revoke and cancel the French translation of the Articles of the Company, dated 20 March 2013.

There being no further business on the agenda, the Meeting was thereupon closed.

Statement

The undersigned notary who understands and speaks English, states herewith that accordingly to the Luxembourg SICAR Law of 15 June 2004 as amended, on the special request of the appearing person, the present deed is worded in English only and in case of translation requirements for executive, registration or processing purposes, the then automatically translated version will be for the indicated obligations only and the English version will always prevail.

Power

The above appearing party hereby gives power to any agent or employee of the office of the signing notary, acting individually, to translate any part of this deed for registration, listing or filing purposes at the Luxembourg Companies' Register and to sign all additional recordings, draw, correct and sign any error, lapse or typo contained herewith.

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

The document having been read to the persons appearing, all of whom are known by the notary by their surnames, Christian names, civil status and residences, the members of the Bureau signed together with us, the notary, the present original deed, no partner expressing the wish to sign.

Signé: Hustaix, Herberigs, Jean-Paul Meyers.

Enregistré à Redange/Attert, le 07 novembre 2013. Relation: RED/2013/1872. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): Kirsch.

POUR EXPEDITION CONFORME, délivrée sur papier libre, aux fins d'enregistrement auprès du R.C.S.L. et de la publication au Mémorial C, Recueil des Sociétés et Associations.

Rambrouch, le 18 novembre 2013. Jean-Paul MEYERS.

Référence de publication: 2014004267/976.

(140004774) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 janvier 2014.

American Golf Holdings S.à r.l., Société à responsabilité limitée,

(anc. Eagle Holdings Management S.à r.l. & Partners S.C.A.).

Siège social: L-1882 Luxembourg, 5, rue Guillaume Kroll.

R.C.S. Luxembourg B 164.524.

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In the year two thousand and thirteen, on the nineteenth day of December.

Before Us, Maître Francis Kesseler, notary residing in Esch-Sur-Alzette, Grand Duchy of Luxembourg.

Is held

an extraordinary general meeting of the shareholders of the partnership limited by shares (société en commandite par actions) established and existing in the Grand-Duchy of Luxembourg under the name "Eagle Holdings Management S.à r.l. & Partners S.C.A.", having its registered office at 5, rue Guillaume Kroll, L-1882 Luxembourg, registered with the Luxembourg Trade and Companies Register, under number B 164524 (the Company), incorporated pursuant to a deed of the undersigned notary dated as of October 18, 2011, published in the Mémorial C, Recueil des Sociétés et Associations, number 3127, of December 20, 2011, and whose articles of incorporation have been last amended pursuant to a deed of the undersigned notary dated as of June 7, 2012, published in the Mémorial C, Recueil des Sociétés et Associations, number 1780 of July 14, 2012.

The meeting is chaired by Ms. Sofia DaChao Conde, private employee, having her professional address at 5, rue Zénon Bernard, L-4030 Esch/Alzette, Grand Duchy of Luxembourg.

The chairman appointed as secretary and scrutineer Ms. Claudia ROUCKERT, private employee, with professional address at 5, rue Zénon Bernard, L-4030 Esch/Alzette, Grand Duchy of Luxembourg.

The chairman declared and requested the notary to act:

I. That the shareholders present or represented by virtue of two (2) proxies given under private seal within the month of December 2013, and the number of their shares are shown on an attendance list, signed by the chairman, the secretary, the scrutineer and the undersigned notary. The said list as well as the proxies will be registered with these minutes.

II. As appears from the said attendance list, all the shares in circulation representing the entire share capital of the Company, presently set at two hundred fifty-two thousand eight hundred forty-six British Pounds (GBP 252.846,00) are present or represented at the present general meeting so that the meeting can validly decide on all the items of its agenda.

III. That the agenda of the meeting is the following:

1. Change of the legal form of the Company from that of a partnership limited by shares (société en commandite par actions) into that of a private limited liability company (société à responsabilité limitée);

2. Change of the name of the Company to "American Golf Holdings S.à r.l.";

3. Change of the Company's class A shares, class B shares and the management share into class A shares and class B shares of a private limited liability company;

4. Subsequent restatement of the Company's bylaws;

5. Acceptation of the resignation of the general partner;

6. Discharge to the general partner for the execution of its mandate;

7. Appointment of the members of the board of managers;

8. Acknowledgement of the new holding of the share capital.

IV. The shareholders, after deliberation, unanimously take the following resolutions:

First resolution

The meeting resolves to change with immediate effect the Company's legal form from a partnership limited by shares (société en commandite par actions) into that of a private limited liability company (société à responsabilité limitée) without discontinuity of its legal personality.

Second resolution

The meeting resolves to change the nine hundred ninety-eight (998) class A shares, the two hundred fifty-one thousand eight hundred forty-seven (251.847) class B shares and the one (1) management share into nine hundred ninety-eight (998) class A shares and two hundred fifty-one thousand eight hundred forty-eight (251.848) class B shares of a private limited liability company.

Third resolution

The meeting resolves to entirely restate the Company's articles of association which shall henceforth read as follows:

Art. 1. "There exists a private limited liability company, which shall be governed by the laws pertaining to such an entity (the Company), and in particular by the law of August 10, 1915 on commercial companies as amended (hereinafter, the Law), as well as by the present articles of association (the Articles).

Art. 2. The Company may carry out all transactions pertaining directly or indirectly to the taking of participating interests in any enterprises in whatever form, as well as the administration, management, control and development of such participating interests, in the Grand Duchy of Luxembourg and abroad. The Company may act as a general partner of any entity.

The Company may particularly use its funds for the setting-up, management, development and disposal of a portfolio consisting of any securities and intellectual property rights of whatever origin, participate in the creation, development and control of any enterprises, acquire by way of contribution, subscription, underwriting or by option to purchase and any other way whatsoever, any type of securities and intellectual property rights, realise them by way of sale, transfer, exchange or otherwise, have these securities and intellectual property rights developed.

The Company may grant assistance (by way of loans, advances, guarantees or securities or otherwise) to companies or other enterprises in which the Company has an interest or which form part of the group of companies to which the Company belongs (including shareholders or affiliated entities).

In general, the Company may likewise carry out any financial, commercial, industrial, movable or real estate transactions, take any measures to safeguard its rights and make any transactions whatsoever which are directly or indirectly connected with its purpose or which are liable to promote their development.

The Company may borrow in any form except by way of public offer. It may issue by way of private placement only, notes, bonds and debentures and any kind of debt, whether convertible or not, and/or equity securities. It may give guarantees and grant securities in favor of third parties to secure its obligations or the obligations of its subsidiaries, affiliated companies or any other companies. The Company may further pledge, transfer, encumber or otherwise create security over all or over some of its assets.

Art. 3. The Company is formed for an unlimited period of time.

Art. 4. The Company shall bear the name "American Golf Holdings S.à r.l.".

Art. 5. The registered office of the Company is established in the City of Luxembourg.

It may be transferred to any other address in the same municipality or to another municipality by a decision of the board of managers or the sole manager (as the case may be), respectively by a resolution taken by the extraordinary general meeting of the shareholders, as required by the applicable provisions of the Law.

The Company may have offices and branches, both in the Grand Duchy of Luxembourg and abroad.

Art. 6. The share capital is set at two hundred fifty-two thousand eight hundred forty-six British Pounds (GBP 252.846,00) represented by nine hundred ninety-eight (998) class A shares and two hundred fifty-one thousand eight hundred forty-eight (251.848) class B shares with a nominal value of one British Pound (GBP 1,00) each.

The Company may repurchase its own shares within the limits set by the Law and the articles.

Art. 7. The share capital may be changed at any time by a decision of the sole shareholder or by a decision of the shareholders' meeting, in accordance with article 15 of the Articles.

Art. 8. Towards the Company, the shares are indivisible, since only one owner is admitted per share. Joint co-owners have to appoint a sole person as their representative towards the Company.

Art. 9. In case of a sole shareholder, the Company's shares held by the sole shareholder are freely transferable.

In the case of plurality of shareholders, the shares held by each shareholder may only be transferred in accordance with article 189 of the Law.

Art. 10. The Company shall not be dissolved by reason of the death, suspension of civil rights, insolvency or bankruptcy of the sole shareholder or of any of the shareholders.

Art. 11. The Company is managed by one (the Sole Manager) or more managers.

If several managers have been appointed, they constitute a board of managers (the Board of Managers), composed of at least three (3) managers divided into two (2) categories, respectively denominated the "Category A Managers" and the "Category B Managers".

The manager(s) need not be shareholders.

The manager(s) may be dismissed at any time, with or without cause, by a resolution of shareholders holding more than half of the share capital.

Art. 12. In dealing with third parties, the Sole Manager or the Board of Managers shall have all powers to act in the name of the Company in all circumstances and to carry out and approve all acts and operations consistent with the Company's purpose, provided that the terms of this article shall have been complied with.

All powers not expressly reserved by the Law or the Articles to the general meeting of shareholders shall fall within the competence of the Sole Manager or the Board of Managers.

Towards third parties, the Company shall be bound by the joint signature of one Category A Manager and one Category B Manager.

The Sole Manager or the Board of Managers shall have the rights to give special proxies for determined matters to one or more proxy holders, selected from its members or not, either shareholders or not.

Art. 13. The Sole Manager or the Board of Managers may delegate the day-today management of the Company to one or several manager(s) or agent(s) and shall determine the manager's or agent's responsibilities and remuneration (if any), the duration of representation and any other relevant conditions of this agency.

The Board of Managers may elect a chairman from among its members. If the chairman is unable to be present, his place will be taken by election among managers present at the meeting.

The Board of Managers may elect a secretary who need not be a manager or a shareholder of the Company.

The meetings of the Board of Managers are convened by the chairman, the secretary or by any two (2) managers. The Board of Managers may validly debate without prior notice if all the managers are present or represented.

Written notice, whether in original, by telegram, telex, facsimile or e-mail, of any meeting of the Board of Managers shall be given to all managers at least twenty-four (24) hours in advance of the date set for such meeting, except in case of emergency, in which case the nature of such circumstances shall be set forth in the convening notice of the meeting of the Board of Managers.

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

A manager of any category may be represented at the Board of Managers by another manager of any category, and a manager of any category may represent several managers of any category.

The Board of Managers may only validly debate and take decisions if a majority of its members are present or represented by proxies and with at least the presence or representation of one Category A Manager and one Category B Manager, and any decision taken by the Board of Managers shall require a simple majority including at least the favorable vote of one Category A Manager and one Category B Manager.

The Board of Managers shall meet as often as the Company's interest so requires or upon call of any manager at the place indicated in the convening notice.

One or more managers may participate in a meeting by means of a conference call or by any similar means of communication enabling thus several persons participating therein to simultaneously communicate with each other. Such participation shall be deemed equal to a physical presence at the meeting. Such a decision may be documented in a single document or in several separate documents having the same content signed by all the members having participated.

A written decision, approved and signed by all the managers, is proper and valid as though it had been adopted at a meeting of the Board of Managers, which was duly convened and held. Such a decision may be documented in a single document or in several separate documents having the same content signed by all the members of the Board of Managers.

The Sole Manager or the Board of Managers may decide to pay interim dividends to the shareholders before the end of the financial year on the basis of a statement of accounts showing that sufficient funds are available for distribution, it being understood that the amount to be distributed may not exceed realised profits since the end of the last financial year, increased by carried forward profits and distributable reserves, but decreased by carried forward losses and sums to be allocated to a reserve to be established according to the Law or these Articles.

Art. 14. The manager(s) assume(s), by reason of her/his/their position, no personal liability in relation to any commitment validly made by her/him/them in the name of the Company.

Art. 15. The sole shareholder assumes all powers conferred to the general shareholders' meeting.

In case of a plurality of shareholders, each shareholder may take part in collective decisions irrespectively of the number of shares owned. Each shareholder has voting rights commensurate with her/his shareholding. Collective decisions are only validly taken insofar as they are adopted by shareholders owning more than half of the share capital.

However, resolutions to alter the Articles may only be adopted by the majority of the shareholders owning at least three quarters of the Company's share capital, in accordance with the provisions of the Law.

Art. 16. The Company's accounting year starts on the first of January and ends on the thirty-first of December of the same year.

Art. 17. At the end of each accounting year, the Company's accounts are established, and the Sole Manager or the Board of Managers prepares an inventory including an indication of the value of the Company's assets and liabilities.

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

Art. 18. The credit balance of the profit and loss account, after deduction of the expenses, costs, amortization, charges and provisions represents the net profit of the Company.

Every year, five percent (5%) of the net profit shall be allocated to the legal reserve.

This allocation ceases to be compulsory when the legal reserve amounts to ten percent (10%) of the issued share capital but shall be resumed until the reserve fund is entirely reconstituted if, at any time and for any reason whatever, the ten percent (10%) threshold is no longer met.

The balance of the net profit may be distributed to the sole shareholder or to the shareholders in proportion to their shareholding in the Company.

Art. 19. At the time of winding up the Company, the liquidation shall be carried out by one or several liquidators, shareholders or not, appointed by the shareholder(s) who shall determine their powers and remuneration.

At the time of winding up the Company, any distributions to the shareholders shall be made in accordance with the last paragraph of article 18.

Art. 20. Reference is made to the provisions of the Law for all matters for which no specific provision is made in the Articles."

Fourth resolution

The meeting resolves to accept the resignation of Eagle Holdings Management S.à r.l., a private limited liability company (société à responsabilité limitée), incorporated and existing under the laws of the Grand-Duchy of Luxembourg, having its registered office at 5, rue Guillaume Kroll, L- 1882 Luxembourg, Grand Duchy of Luxembourg having a share capital of GBP 10.450,00 and registered with the Luxembourg Trade and Companies Register under number B 164354, as general partner of the Company.

Fifth resolution

The meeting resolves to grant discharge to the general partner for the execution of its mandate until the date hereof.

Sixth resolution

The meeting resolves to appoint for an unlimited period of time the following persons as managers of the Company:

Category A Managers:

- Mr. Clarence Terry, company manager, born on July 11, 1946 in Virginia, United States of America, having his professional address at 5200 Town Center Circle, Suite 600, Boca Raton, FL 33486, United States of America; and

- Mr. Lynn Skillen, company manager, born on December 29, 1955 in Kansas, United States of America, having his professional address at 5200 Town Center Circle, Suite 600, Boca Raton, FL 33486, United States of America.

Category B Managers:

- Mrs. Isabelle Arker, company manager, born on February 11,1972 in Metz, France, having her professional address at 1B, Heienhaff, L-1736 Luxembourg, Grand Duchy of Luxembourg;

- Mrs. Noëlla Antoine, company manager, born on January 11, 1969 in Saint Pierre, Belgium, having her professional address at 5 rue Guillaume Kroll, L-1882 Luxembourg, Grand Duchy of Luxembourg; and

- Mrs. Anita Lyse, company manager born on October 4, 1976 in Aselund, Norway, having her professional address at 5 rue Guillaume Kroll, L-1882 Luxembourg, Grand Duchy of Luxembourg.

Seventh resolution

The meeting resolves to acknowledge that the share capital of the Company is now held as follows:

- Neuheim Lux Group Holding V, a private limited liability company ("société à responsabilité limitée"), organized and existing under the laws of the Grand-Duchy of Luxembourg, having its registered office at 1B, Heienhaff, L-1736 Luxembourg, with a share capital of eight million six hundred twenty-four thousand four hundred thirty Euros (EUR 8.624.430,00)

and registered with the Luxembourg Trade and Companies Register under number B 137498, holds nine hundred ninety-eight (998) class A shares and two hundred fifty-one thousand eight hundred forty-six (251.846) class B shares of one British Pound (GBP 1,00) each, representing ninety-nine and ninety-nine hundredths percent (99,99 %) of the shares of the Company; and

- Eagle Holdings Management S.à r.l., a private limited liability company ("société à responsabilité limitée") organized and existing under the laws of the Grand-Duchy of Luxembourg, having its registered office at 5, rue Guillaume Kroll, L-1882 Luxembourg, Grand-Duchy of Luxembourg, having a share capital of GBP 10.450,00 and registered with the Luxembourg Trade and Companies Register under number B 164354, holds two (2) class B shares of one British Pound (GBP 1,00) each, representing zero and one hundredth percent (0,01 %) of the shares of the Company.

There being no further business before the meeting, the same was thereupon adjourned.

Costs

The expenses, costs, fees and charges of any kind whatsoever which shall be borne by the Company as a result of the above resolutions are estimated at one thousand five hundred euro (EUR 1,500.-).

Declaration

The undersigned notary, who understands and speaks English, states herewith that on request of the proxy holder of the above appearing persons, the present deed is worded in English, followed by a French version. On request of the same person 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 Esch/Alzette, on the date first written above.

The document having been read to the members of the bureau and to the proxy holder of the appearing persons, who are known to the notary by their full name, civil status and residence, she signed together with Us, the notary, the present deed.

Suit la traduction française du texte qui précède:

L'an deux mille treize, le dix-neuf jour du mois de décembre.

Par-devant Nous, Maître Francis Kesseler, notaire de résidence à Esch-Sur-Alzette, Grand-Duché de Luxembourg.

S'est réunie

l'assemblée générale extraordinaire des actionnaires de la société en commandite par actions établie au Grand-Duché de Luxembourg sous la dénomination "Eagle Holdings Management S.à r.l. & Partners S.C.A.", ayant son siège social au 5, rue Guillaume Kroll, L-1882 Luxembourg, Grand-Duché du Luxembourg, immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 164524, constituée par acte du notaire soussigné, en date du 18 octobre 2011, publié au Mémorial C, Recueil des Sociétés et Associations numéro 3127 du 20 décembre 2011, et dont les statuts ont été modifiés pour la dernière fois par acte du notaire soussigné, en date du 7 juin 2012, publié au Mémorial C, Recueil des Sociétés et Associations numéro 1780 du 14 juillet 2012 (la Société).

L'assemblée est ouverte sous la présidence de Mme Sofia DaChao Conde, employée privée, ayant son adresse professionnelle au 5, rue Zénon Bernard, L-4030 Esch/Alzette, Grand Duché de Luxembourg.

Le président désigne comme secrétaire et comme scrutateur Mme Claudia ROUCKERT, employée privée, ayant son adresse professionnelle au 5, rue Zénon Bernard, L-4030 Esch/Alzette, Grand Duché de Luxembourg.

Le président déclare et prie le notaire d'acter.

I. Que les actionnaires présents ou représentés, en vertu de deux (2) procurations données sous-seing privé en décembre 2013, et le nombre d'actions détenues sont renseignés sur une liste de présence, signée par le président, le secrétaire, le scrutateur et le notaire soussigné. Ladite liste de présence, ainsi que les procurations, resteront annexées au présent acte pour être soumises avec lui aux formalités de l'enregistrement.

II. Qu'il appert de cette liste de présence que la totalité des actions, représentant l'intégralité du capital social actuellement fixé à deux cent cinquante-deux mille huit cent quarante-six Livre Sterling (GBP 252.846,00) sont présentes ou représentées à la présente assemblée générale extraordinaire, de sorte que l'assemblée peut décider valablement sur tous les points portés à son ordre du jour.

III. L'ordre du jour de l'assemblée est le suivant:

1. Modification de la forme sociale de la Société de société en commandite par actions en société à responsabilité limitée;

2. Changement de dénomination sociale en «American Golf Holdings S.à r.l.»;

3. Conversion des actions de classe A, des actions de classe B et de l'action de commandité de la Société en parts sociales de classe A et parts sociales de classe B de société à responsabilité limitée;

4. Refonte intégrale des statuts de la Société;

5. Acceptation de la démission de l'associé commandité;

6. Décharge de l'associé commandité pour l'exécution de son mandat;

7. Désignation des membres du conseil de gérance;

8. Acceptation de la nouvelle détention du capital social.

IV. Les actionnaires, après avoir délibéré, prennent à l'unanimité des voix les résolutions suivantes:

Première résolution

L'assemblée décide de convertir avec effet immédiat la forme de la Société de société en commandite par actions en société à responsabilité limitée sans discontinuité de sa personnalité juridique.

Deuxième résolution

L'assemblée décide de changer avec effet immédiat les neuf cent quatre-vingt-dix-huit (998) actions de catégorie A, les deux cent cinquante et un mille huit cent quarante-sept (251.847) actions de catégorie B et l'action de commandité de la Société en neuf cent quatre-vingt-dix-huit (998) parts sociales de catégorie A et deux cent cinquante et un mille huit cent quarante-huit (251.848) parts sociales de catégorie B de société à responsabilité limitée.

Troisième résolution

L'assemblée décide de refondre intégralement les statuts de la Société pour avoir désormais la teneur suivante:

Art. 1 er . «Il existe une société à responsabilité limitée qui est régie par les lois relatives à une telle entité (la Société), et en particulier la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée (ci-après, la Loi), ainsi que par les présents statuts (les Statuts).

Art. 2. La Société peut réaliser toutes opérations se rapportant directement ou indirectement à la prise de participations sous quelque forme que ce soit, dans toute entreprise, ainsi que l'administration, la gestion, le contrôle et le développement de ces participations, au Grand-Duché de Luxembourg et à l'étranger. La Société peut agir en tant qu'actionnaire commandité de toute entité.

La Société peut notamment employer ses fonds à la création, à la gestion, à la mise en valeur et à la liquidation d'un portefeuille se composant de tous titres et droits de propriété intellectuelle de toute origine, participer à la création, au développement et au contrôle de toute entreprise, acquérir par voie d'apport, de souscription, de prise ferme ou d'option d'achat et de toute autre manière, tous titres et droits de propriété intellectuelle, les réaliser par voie de vente, de cession, d'échange ou autrement, faire mettre en valeur ces titres et droits de propriété intellectuelle.

La Société peut accorder tout concours (par voie de prêts, avances, garanties, sûretés ou autres) aux sociétés ou entités dans lesquelles elle détient une participation ou qui font partie du groupe de sociétés auquel appartient la Société (y compris ses associés ou entités liées).

En général, la Société peut également réaliser toute opération financière, commerciale, industrielle, mobilière ou immobilière, prendre toute mesure pour sauvegarder ses droits et réaliser toute opération, qui se rattache directement ou indirectement à son objet ou qui favorise son développement.

La Société peut emprunter sous quelque forme que ce soit sauf par voie d'offre publique. Elle peut procéder, uniquement par voie de placement privé, à l'émission d'actions et obligations et d'autres titres représentatifs d'emprunts, convertibles ou non, et/ou de créances. Elle peut également consentir des garanties ou des sûretés au profit de tierces personnes afin de garantir ses obligations ou les obligations de ses filiales, sociétés affiliées ou de toute autre société. La Société peut en outre nantir, céder, grever de charges ou créer, de toute autre manière, des sûretés portant sur tout ou partie de ses avoirs.

Art. 3. La Société est constituée pour une durée illimitée.

Art. 4. La Société a comme dénomination «American Golf Holdings S.à r.l.».

Art. 5. Le siège social de la Société est établi dans la Ville de Luxembourg.

Il peut être transféré à toute autre adresse à l'intérieur de la même commune ou dans une autre commune, respectivement par décision du Conseil de Gérance ou du Gérant Unique (selon le cas), ou par une résolution de l'assemblée générale extraordinaires des associés, tel que requis par les dispositions applicables de la Loi.

La Société peut avoir des bureaux et des succursales tant au Grand-Duché de Luxembourg qu'à l'étranger.

Art. 6. Le capital social de la Société s'élève à deux cent cinquante-deux mille huit cent quarante-six Livres Sterling (GBP 252.846,00) représenté par neuf cent quatre-vingt-dix-huit (998) parts sociales de catégorie A et deux cent cinquante et un mille huit cent quarante-huit (251.848) parts sociales de catégorie B d'une valeur nominale d'une Livre Sterling (GBP 1,00) chacune.

La Société peut racheter ses propres parts sociales dans les limites prévues par la Loi et les Statuts.

Art. 7. Le capital social peut être modifié à tout moment par une décision de l'associé unique ou par une décision de l'assemblée générale des associés, conformément à l'article 15 des Statuts.

Art. 8. Envers la Société, les parts sociales sont indivisibles, de sorte qu'un seul propriétaire par part sociale est admis. Les copropriétaires indivis doivent désigner une seule personne qui les représente auprès de la Société.

Art. 9. Dans l'hypothèse où il n'y a qu'un seul associé, les parts sociales détenues par celui-ci sont librement transmissibles.

Dans l'hypothèse où il y a plusieurs associés, les parts sociales détenues par chacun d'entre eux ne sont transmissibles que conformément à l'article 189 de la Loi.

Art. 10. La Société n'est pas dissoute par suite du décès, de la suspension des droits civils, de l'insolvabilité ou de la faillite de l'associé unique ou d'un des associés.

Art. 11. La Société est gérée par un (le Gérant Unique) ou plusieurs gérants.

Si plusieurs gérants sont nommés, ils constituent un conseil de gérance (le Conseil des Gérants), composé d'au moins trois (3) gérants divisés en deux (2) catégories, nommés respectivement les «Gérants de Catégorie A» et les «Gérants de Catégorie B».

Le(s) gérant(s) ne doit(vent) pas obligatoirement être associé(s).

Le(s) gérant(s) peut(vent) être révoqué(s) à tout moment, avec ou sans motif, par une décision des associés détenant plus de la moitié du capital social.

Art. 12. Dans les rapports avec les tiers, le Gérant Unique ou le Conseil de Gérance a tous pouvoirs pour agir au nom de la Société en toutes circonstances et pour effectuer et approuver tous actes et opérations conformément à l'objet social de la Société, sous réserve qu'aient été respectés les termes du présent article.

Tous les pouvoirs non expressément réservés à l'assemblée générale des associés par la Loi ou les Statuts relèvent de la compétence du Gérant Unique ou du Conseil de Gérance.

Envers les tiers, la Société est valablement engagée par la signature conjointe d'un Gérant de Catégorie A et d'un Gérant de Catégorie B.

Le Gérant Unique ou le Conseil de Gérance a le droit de déléguer certains pouvoirs déterminés à un ou plusieurs mandataires, gérants ou non, associés ou non.

Art. 13. Le Gérant Unique ou le Conseil de Gérance peut déléguer la gestion journalière de la Société à un ou plusieurs gérant(s) ou mandataire(s) et déterminer les responsabilités et rémunérations, le cas échéant, des gérants ou mandataires, la durée de représentation et toute autre condition pertinente de ce mandat.

Le Conseil de Gérance peut élire un président parmi ses membres. Si le président ne peut être présent, un remplaçant est élu parmi les gérants présents à la réunion.

Le Conseil de Gérance peut élire un secrétaire, gérant ou non, associé ou non.

Les réunions du Conseil de Gérance sont convoquées par le président, le secrétaire ou par deux (2) gérants. Le Conseil de Gérance peut valablement délibérer sans convocation préalable si tous les gérants sont présents ou représentés.

Il est donné à tous les gérants un avis écrit, soit en original, par télégramme, télex, téléfax ou courrier électronique, de toute réunion du Conseil de Gérance au moins vingt-quatre (24) heures avant la date prévue pour la réunion, sauf en cas d'urgence, auquel cas la nature de cette urgence est mentionnée dans l'avis de convocation de la réunion du Conseil de Gérance.

La réunion peut être valablement tenue sans convocation préalable si tous les membres du Conseil de Gérance sont présents ou représentés lors de la réunion et déclarent avoir été dûment informés de la tenue de la réunion et de son ordre du jour. Il peut également être renoncé à la convocation par chaque membre du Conseil de Gérance, par écrit donné soit en original, soit par télégramme, télex, téléfax ou courrier électronique.

Un gérant de n'importe quelle catégorie peut en représenter un autre au Conseil de Gérance, et un gérant de n'importe quelle catégorie peut représenter plusieurs gérants de n'importe quelle catégorie.

Le Conseil de Gérance ne peut délibérer et prendre des décisions que si une majorité de ses membres est présente ou représentée par procurations et avec au moins la présence d'un Gérant de Catégorie A et d'un Gérant de Catégorie B; et toute décision du Conseil de Gérance ne peut être prise qu'à la majorité simple, avec au moins le vote affirmatif d'un Gérant de Catégorie A et d'un Gérant de Catégorie B.

Le Conseil de Gérance se réunit aussi souvent que l'intérêt de la Société l'exige ou sur convocation d'un des gérants au lieu indiqué dans l'avis de convocation.

Un ou plusieurs gérants peuvent participer aux réunions du conseil par conférence téléphonique ou par tout autre moyen similaire de communication permettant à tous les gérants participant à la réunion de se comprendre mutuellement. Une telle participation équivaut à une présence physique à la réunion. Cette décision peut être documentée dans un document unique ou dans plusieurs documents séparés ayant le même contenu, signé(s) par tous les participants.

Une décision prise par écrit, approuvée et signée par tous les gérants, produit effet au même titre qu'une décision prise à une réunion du Conseil de Gérance dûment convoquée et tenue. Cette décision peut être documentée dans un document unique ou dans plusieurs documents séparés ayant le même contenu, signés par tous les membres du Conseil de Gérance.

Le Gérant Unique ou le Conseil de Gérance peut décider de payer des acomptes sur dividendes sur base d'un état comptable préparé par le Gérant Unique ou le Conseil de Gérance duquel il ressort que des fonds suffisants sont disponibles pour distribution, étant entendu que les fonds à distribuer ne peuvent pas excéder le montant des bénéfices

réalisés depuis le dernier exercice fiscal, augmenté des bénéfices reportés et des réserves distribuables, mais diminué des pertes reportées et des sommes à porter en réserve en vertu de la Loi ou des Statuts.

Art. 14. Le(s) gérant(s) ne contracte(nt) à raison de sa/leur fonction, aucune obligation personnelle relativement aux engagements régulièrement pris par lui/eux au nom de la Société.

Art. 15. L'associé unique exerce tous les pouvoirs attribués à l'assemblée générale des associés.

En cas de pluralité d'associés, chaque associé peut prendre part aux décisions collectives, quel que soit le nombre de parts qu'il détient. Chaque associé possède des droits de vote en rapport avec le nombre de parts détenues. Les décisions collectives ne sont valablement prises que pour autant qu'elles sont adoptées par des associés détenant plus de la moitié du capital social.

Toutefois, les résolutions modifiant les Statuts ne peuvent être adoptées que par une majorité d'associés détenant au moins les trois quarts du capital social, conformément aux prescriptions de la Loi.

Art. 16. L'exercice social commence le premier janvier et se termine le trente et un décembre de la même année.

Art. 17. Chaque année, à la fin de l'exercice social, les comptes de la Société sont établis et le Gérant Unique, ou le Conseil de Gérance, prépare un inventaire comprenant l'indication de la valeur des actifs et passifs de la Société.

Tout associé peut prendre connaissance desdits inventaire et bilan au siège social de la Société.

Art. 18. L'excédent favorable du compte de profits et pertes, après déduction des frais, charges, amortissements et provisions, constitue le bénéfice net de la Société.

Chaque année, cinq pour cent (5%) du bénéfice net sont affectés à la réserve légale.

Ces prélèvements cessent d'être obligatoires lorsque la réserve légale atteint dix pour cent (10%) du capital social, mais doivent être repris jusqu'à entière reconstitution, si à un moment donné et pour quelque cause que ce soit, le fonds de réserve se trouve entamé.

Le solde du bénéfice net peut être distribué à l'associé unique ou aux associés au prorata de leur participation dans la Société.

Art. 19. Au moment de la dissolution de la Société, la liquidation est assurée par un ou plusieurs liquidateurs, associés ou non, nommés par l'(es) associé(s) qui détermine(nt) leurs pouvoirs et rémunération.

Au moment de la dissolution de la Société, toute distribution aux associés se fait en application du dernier alinéa de l'article 18.

Art. 20. Pour tout ce qui ne fait pas l'objet d'une disposition spécifique des Statuts, il est fait référence à la Loi.»

Quatrième résolution

L'assemblée décide d'accepter la démission de Eagle Holdings Management S.à r.l., une société à responsabilité limitée constituée selon les lois du Grand-Duché de Luxembourg, ayant son siège social sis au 5, rue Guillaume Kroll, L-1882 Luxembourg, Grand-Duché de Luxembourg, ayant un capital social de GBP 10.450,00 et enregistrée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 164354, de son mandat d'associé commandité de la Société.

Cinquième résolution

L'assemblée donne décharge à l'associé commandité pour l'exécution de son mandat.

Sixième résolution

L'assemblée décide de nommer les personnes suivantes comme gérants de la Société pour une durée indéterminée:

Gérants de catégorie A:

- M. Clarence Terry, administrateur de société, né le 11 Juillet 1946 en Virginie, Etats-Unis d'Amérique, ayant son adresse professionnelle au 5200 Town Center Circle, Suite 600, Boca Raton, FL 33486, Etats-Unis d'Amérique; et

- M. Lynn Skillen, administrateur de société, né le 29 Décembre 1955 au Kansas, Etats-Unis d'Amérique, ayant son adresse professionnelle au 5200 Town Center Circle, Suite 600, Boca Raton, FL 33486, Etats-Unis d'Amérique.

Gérants de catégorie B:

- Mme Isabelle Arker, administrateur de société, née le 11 Février 1972 à Metz, France, ayant son adresse professionnelle au 1B, Heienhaff, L-1736 Luxembourg, Grand-Duché du Luxembourg;

- Mme Noëlla Antoine, administrateur de société, née le 11 janvier 1969 à Saint Pierre, Belgique, ayant son adresse professionnelle au 5 rue Guillaume Kroll, L-1882 Luxembourg, Grand-Duché du Luxembourg; et

- Mme Anita Lyse, administrateur de société, née le 4 Octobre 1976 à Aselund, Norvège, ayant son adresse professionnelle au 5 rue Guillaume Kroll, L-1882 Luxembourg, Grand-Duché du Luxembourg.

Septième résolution

L'assemblée approuve la nouvelle répartition du capital social, maintenant réparti comme suit:

- Neuheim Lux Group Holding V, une société à responsabilité limitée constituée selon les lois du Grand-Duché de Luxembourg, ayant son siège social au 1B, Heienhaff, L-1736 Senningerberg, avec un capital social de huit millions six cent vingt-quatre mille quatre cent trente Livre Sterling (8.624.430,00 GBP) et enregistrée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 137498, détient neuf cent quatre-vingt-dix-huit (998) parts sociales de catégorie A et deux cent cinquante et un mille huit cent quarante-six (251.846) parts sociales de catégorie B d'une Livre Sterling (1,00 GBP) chacune, représentant quatre-vingt-dix-neuf virgule neuf cent quatre-vingt-dix-neuf pourcent (99,999 %) des parts sociales de la Société;

- Eagle Holding Management S.à r.l., une société à responsabilité limitée constituée selon les lois du Grand-Duché de Luxembourg, ayant son siège social au 5, rue Guillaume Kroll, L-1882 Luxembourg, ayant un capital social de GBP 10.450,00 et enregistrée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 164354, détient deux (2) parts sociales de catégories B d'une Livre Sterling (GBP 1,00) chacune, représentant zéro virgule zéro zéro un pourcent (0,001%) des parts sociales de la Société.

Plus rien n'étant à l'ordre du jour, la séance est levée.

Frais

Les frais, dépenses, rémunérations et charges sous quelque forme que ce soit, incombant à la Société et mis à sa charge à raison des présentes, sont évalués à la somme de mille cinq cents euros (EUR 1.500.-).

Déclaration

Le notaire soussigné qui comprend et parle l'anglais, constate par les présentes qu'à la requête du mandataire des personnes comparantes, le présent acte est rédigé en anglais suivi d'une version française. A la requête de la même personne et en cas de divergences entre le texte anglais et le texte français, la version anglaise fera foi.

DONT PROCES-VERBAL, fait et passé à Esch-Sur-Alzette, les jours, mois et an qu'en tête des présentes.

Lecture faite et interprétation donnée aux membres du bureau et au mandataire des personnes comparantes, connus du notaire par leur nom et prénom, état et demeure, elle ont signé avec Nous notaire, le présent acte.

Signé: Conde, Rouckert, Kesseler.

Enregistré à Esch/Alzette Actes Civils, le 30 décembre 2013. Relation: EAC/2013/17466. Reçu soixante-quinze euros 75,00 €.

Le Receveur ff. (signé): M. Halsdorf.

POUR EXPEDITON CONFORME

Référence de publication: 2014009136/446.

(140009848) Déposé au registre de commerce et des sociétés de Luxembourg, le 17 janvier 2014.

Taqui Investments, Société Anonyme.

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

R.C.S. Luxembourg B 87.056.

—

In the year two thousand and thirteen, on the seventeenth of December.

Before Us, Maître Jean-Joseph WAGNER, notary, residing in Sanem (Luxembourg).

Was held

an extraordinary general meeting of the shareholders of the company "TAQUI INVESTMENTS" (the "Company"), société anonyme, a company established in Belgium on November 14 th , 1994 under the denomination of "TAQUI INVESTMENTS S.A.", registered in the R.C. Brussels, Number 648.217, National Number 453.780.846, and transferred to the Grand-duchy of Luxembourg on April 22 nd , 2002, having its registered office in Luxembourg, 42, rue de la Vallée, (R.C.S. Luxembourg: B 87056), published in the Mémorial C, Recueil des Sociétés et Associations, number 1043 of July 9 th , 2002.

The extraordinary general meeting is opened by Mrs Elisa Paola ARMANDOLA, private employee, with professional address in Luxembourg in the chair.

The Chairman appoints as secretary of the meeting Mrs Susana GONCALVES MARTINS, private employee, with professional address in Luxembourg.

The meeting elects as scrutineer Mrs Christine RACOT, private employee, with professional address in Luxembourg.

The bureau of the meeting having thus been constituted, the Chairman declares and requests the notary to state that:

I) The agenda of the meeting is the following:

Agenda

1. Waiver of the convening notice.

2. Amendment of Article 10 of the Articles of Incorporation of the Company in order to adopt the financial year of the Company which shall begin on the first (1 st) of January and end on the thirty-first of December (31 st) of the same year. Exception for the current financial year which has begun on May 01 st , 2013 and will end on December 31 st , 2013.

3. Amendment of the date of the annual general meeting of the Company which shall be held on the last Friday in the month of March at noon and subsequent amendment of Article 11 of the Articles of Incorporation of the Company, to be read as follows: "The annual general meeting shall be held in Luxembourg at the registered office or such other place as indicated in the convening notices on the last Friday in the month of March at noon. If the said day is a public holiday, the meeting shall be held on the next following working day.".

4. Approval of the restatement of the Articles of Incorporation of the Company.

5. Miscellaneous.

II) The shareholders present or represented and the number of their shares held by each of them are shown on an attendance list, which, signed by the shareholders or their representatives and by the bureau of the meeting, will remain annexed to the present deed to be filed at the same time with the registration authorities.

III) It appears from the said attendance-list that all the shares representing the total subscribed capital are present or represented at this meeting. All the shareholders present declare that they have had due notice and knowledge of the agenda prior to this meeting, so that no convening notices were necessary.

IV) The present meeting, representing the whole corporate capital, is regularly constituted and may validly deliberate on all the items on the agenda.

After deliberation, the meeting adopts unanimously the following resolutions:

First resolution

The entire share capital of the Company being represented at the Meeting, the Meeting waives the convening notices, the shareholders of the Company 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.

The shareholders present or represented further unanimously resolve that all the documentation produced to the meeting has been put at their disposal within a sufficient period of time in order to allow them to carefully examine each document.

Second resolution

The extraordinary general meeting resolved to amend Article 10 of the Articles of Incorporation of the Company in order to adopt the financial year of the Company which shall begin on the first (1 st) of January and end on the thirty-first of December (31 st) of the same year.

The current financial year which has begun on May 01 st , 2013 will end on December 31 st , 2013.

Third resolution

The extraordinary general meeting resolved to amend the date of the annual general meeting of the Company which shall be held on the last Friday in the month of March at noon.

Fourth resolution

The extraordinary general meeting resolved

to proceed to a complete update of the by-laws according to above changes and taking into account the current legislation as follows:

Art. 1. There exists a corporation (société anonyme) under the name of TAQUI INVESTMENTS.

The registered office is established in Luxembourg. It may be transferred to another address within the municipality of Luxembourg-city by resolution of the board of directors.

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

The corporation is established for an unlimited period.

Art. 2. The objects of the Company are to conduct the following activities:

(a) To hold participatory interests in any enterprise in whatever form whatsoever, in Luxembourg or foreign companies, and to manage, control and develop such interests. The Company may in particular borrow funds from and grant any assistance, loan, advance or guarantee to enterprises in which it has an interest or which hold an interest in the Company.

(b) To acquire negotiable or non-negotiable securities of any kind (including those issued by any government or other international, national or municipal authority), patents, copyright and any other form of intellectual property and any

rights ancillary thereto, whether by contribution, subscription, option, purchase or otherwise and to exploit the same by sale, transfer exchange, license or otherwise.

(c) The Company may borrow or raise money with or without guarantee and in any currency by the issue of notes, bonds, debentures or otherwise.

(d) To provide or procure the provision of services of any kind necessary for or useful in the realisation of the objects referred to above or closely associated therewith.

Any activity carried on by the Company may be carried on directly or indirectly in Luxembourg or elsewhere through the medium of its head office or of branches in Luxembourg or elsewhere, which may be open to the public.

The Company shall have all such powers as are necessary for the accomplishment or development of its objects

Art. 3. The corporate capital is set at one hundred eight thousand one hundred and thirty-one euro eighty cent (EUR 108,131.80), divided into one thousand and thirty-three (1,033) shares without par value.

The shares may be registered or bearer shares, at the option of the holder, except those shares for which the law on Commercial Companies of August 10 th , 1915, as amended prescribes the registered form.

The corporation's shares may be created, at the owner's option in certificates representing single shares or two or more shares.

The corporation may, to the extent and under the terms permitted by law, purchase its own shares.

Art. 4. The corporation shall be managed by a board of directors composed of at least three members, who need not to be shareholders. However, in case the Company is incorporated by a sole shareholder or that it is acknowledged in a general meeting of shareholders that the Company has only one shareholder left, the composition of the board of director may be limited to one (1) member only until the next ordinary general meeting acknowledging that there is more than one shareholder in the Company.

The directors shall be appointed for a period not exceeding six years and they shall be re-eligible; they may be removed at any time.

In the event of a vacant directorship previously appointed by general meeting, the remaining directors as appointed by general meeting have the right to provisionally fill the vacancy, such decision to be ratified by the next general meeting.

Art. 5. The board of directors has full power to perform such acts as shall be necessary or useful to the corporation's object. All matters not expressly reserved to the general meeting by law or by the present Articles of Incorporation are within the competence of the board of directors.

In case the Company has only one director, such director exercises all the powers granted to the board of directors.

The board of directors shall choose from among its members a chairman; in the absence of the chairman, another director may preside over the meeting.

The board can validly deliberate and act only if the majority of its members are present or represented, a proxy between directors, which may be given by letter, telegram or telex, being permitted. In case of emergency, directors may vote by letter, telegram, telex or facsimile.

Any director may participate in any meeting of the board of directors by way of videoconference or by any other similar means of communication allowing their identification. These means of communication must comply with technical characteristics guaranteeing the effective participation to the meeting, which deliberation must be broad casted uninterruptedly. The participation in a meeting by these means is equivalent to a participation in person at such meeting. The meeting held by such means of communication is reputed held at the registered office of the Company.

Resolutions signed by all the directors shall be valid and binding in the same manner as if passed at a meeting of the board of directors duly convened and held. Such signatures may appear on a single document or on multiple copies of an identical document stating the terms of the resolution accurately, and may be evidenced by letter, telefax or telex.

Resolutions shall require a majority vote. In case of a tie, the chairman has a casting vote.

According to article 60 of the law on Commercial Companies of August 10 th , 1915, as amended, the daily management of the Company as well as the representation of the Company in relation with this management may be delegated to one or more directors, officers, managers or other agents, associate or not, acting alone or jointly. Their nomination, revocation and powers shall be settled by a resolution of the board of directors. The delegation to a member of the board of directors shall entail the obligation for the board of directors to report each year to the ordinary general meeting on the salary, fees and any advantages granted to the delegate. The Company may also grant special powers by authentic proxy or power of attorney by private instrument.

Towards third parties the Company is validly bound in all circumstances by the joint signatures of two Directors or by the individual signature of a delegate of the Board within the limits of its powers. The signature of one Director will be sufficient to represent the company validly with the public administrations. In case the board of directors is composed of one (1) member only, the Company will be bound by the signature of the sole director.

Art. 6. The corporation shall be supervised by one or more auditors, who need not be shareholders; they shall be appointed for a period not exceeding six years and they shall be re-eligible; they may be removed at any time.

Art. 7. The corporation's financial year shall begin on the first of January and shall end on the thirty-first of December of the same year.

Art. 8. The annual general meeting shall be held in Luxembourg at the registered office or such other place as indicated in the convening notices on the last Friday in the month of March at noon.

If said day is a public holiday, the meeting shall be held the next following working day.

Art. 9. Convening notices of all general meetings shall be made in compliance with the legal provisions. If all the shareholders are present or represented and if they declare that they have had knowledge of the agenda submitted to their consideration, the general meeting may take place without previous convening notices.

The board of directors may decide that the shareholders desiring to attend the general meeting must deposit their bearer shares five clear days before the date fixed therefore. Every shareholder has the right to vote in person or by proxy, who need not be a shareholder.

Each share gives the right to one vote.

Art. 10. The general meeting of shareholders has the most extensive powers to carry out or ratify such acts as may concern the corporation.

It shall determine the appropriation and distribution of net profits.

The board of directors is authorised to pay interim dividends in accordance with the terms prescribed by law.

Art. 11. The Law of August 10 th , 1915, on Commercial Companies, as amended, shall apply in so far as these Articles of Incorporation do not provide for the contrary.

Nothing else being on the agenda, the meeting was thereupon closed.

Whereof the present deed is drawn up in Luxembourg, in the registered office of the company, on the day named at the beginning of this document.

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

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

Suit la traduction française de ce qui précède

L'an deux mille treize, le dix-sept décembre.

Par-devant Maître Jean-Joseph WAGNER, notaire de résidence à Sanem, Grand-Duché de Luxembourg.

S'est réunie

l'assemblée générale extraordinaire des actionnaires de la société «TAQUI INVESTMENTS» (la «Société»), une société anonyme, établie en Belgique le 14 novembre 1994 sous la dénomination «TAQUI INVESTMENTS S.A.», enregistrée au R.C. Bruxelles sous le numéro 648.217, Numéro National 453.780.846, et transférée au Grand-duché du Luxembourg le 22 avril 2002, ayant son siège social au 42 rue de la Vallée, L-2661 Luxembourg, inscrite au Registre de Commerce et des Sociétés de et à Luxembourg, section B sous le numéro 87056, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 1043 du 09 juillet 2002.

L'assemblée est ouverte sous la présidence de Madame Elisa Paola ARMANDOLA, employée privée, avec adresse professionnelle à Luxembourg.

La Présidente désigne comme secrétaire Madame Susana GONCALVES MARTINS, employée privée, avec adresse professionnelle à Luxembourg.

L'assemblée choisit comme scrutatrice Madame Christine RACOT, employée privée, avec adresse professionnelle à Luxembourg.

Les actionnaires présents ou représentés à la présente assemblée ainsi que le nombre d'actions possédées par chacun d'eux ont été portés sur une liste de présence, signée par les actionnaires présents et par les mandataires de ceux représentés, et à laquelle liste de présence, dressée par les membres du bureau, les membres de l'assemblée déclarent se référer.

Ladite liste de présence, après avoir été signée «ne varietur» par les membres du bureau et le notaire instrumentant, restera annexée au présent acte avec lequel elle sera enregistrée.

Resteront pareillement annexées au présent acte, avec lequel elles seront enregistrées, les procurations émanant des actionnaires représentés à la présente assemblée, signées «ne varietur» par les comparants et le notaire instrumentant.

La Présidente expose et l'assemblée constate:

I. Que la présente assemblée générale extraordinaire a pour

Ordre du jour:

1. Renonciation aux formalités de convocation.

2. Modification de l'article 10 des statuts de la Société afin que l'exercice social de la Société commence le premier janvier (1) et finit le trente et un (31) décembre de la même année. Exception pour l'exercice social en cours qui a commencé le 1 er mai 2013 et finira le 31 décembre 2013.

3. Modification de la date de l'assemblée générale de la Société qui devra se tenir le dernier vendredi du mois de mars à midi et modification subséquente de l'article 11 des statuts de la Société, qui désormais se lira comme suit: «L'Assemblée Générale annuelle se réunit de plein droit le dernier vendredi du mois de mars à midi à Luxembourg au siège social ou à tout autre endroit à désigner par les convocations. Si ce jour est férié, l'Assemblée se tiendra le premier jour ouvrable suivant.»

4. Approbation de la refonte des statuts de la Société.

5. Divers.

II) Il a été établi une liste de présence renseignant les actionnaires présents ou représentés ainsi que le nombre d'actions qu'ils détiennent, laquelle liste de présence, après avoir été signée par les actionnaires ou leurs mandataires et par les membres du Bureau, sera enregistrée avec le présent acte pour être soumis à l'enregistrement en même temps.

III) Il résulte de ladite liste de présence que toutes les actions représentant l'intégralité du capital social sont présentes ou représentées à cette assemblée. Tous les actionnaires présents se reconnaissent dûment convoqués et déclarent par ailleurs avoir eu connaissance de l'ordre du jour qui leur a été communiqué au préalable, de sorte qu'il a pu être fait abstraction des convocations d'usage.

IV) La présente assemblée, représentant l'intégralité du capital social est régulièrement constituée et peut valablement délibérer sur son ordre du jour.

Après délibération, l'assemblée prend, à l'unanimité, les résolutions suivantes:

Première résolution

L'intégralité du capital social de la Société étant représenté lors de l'Assemblée, celle-ci renonce à la convocation, les actionnaires de la Société présents ou représentés à l'Assemblée se considérant dûment convoqués et déclarant avoir parfaitement connaissance de l'ordre du jour leur ayant été communiqué à l'avance.

Les actionnaires présents ou représentés décident également que toute la documentation produite en vue de l'Assemblée a été mise à leur disposition avec suffisamment d'anticipation pour qu'ils puissent examiner attentivement chaque document.

Deuxième résolution

L'assemblée générale décide de modifier l'article 10 des statuts de la Société afin que l'exercice social de la Société commence le premier janvier (1) et finit le trente et un (31) décembre de la même année.

L'exercice social en cours qui a commencé le 1 er mai 2013 finira le 31 décembre 2013.

Troisième résolution

L'assemblée générale décide de modifier la date de l'assemblée générale de la Société qui devra se tenir le dernier vendredi du mois de mars à midi.

Quatrième résolution

Ensuite, l'assemblée générale extraordinaire décide de procéder à une refonte complète des statuts conformément aux modifications reprises ci-dessus et à la législation en vigueur comme suit:

Art. 1 er . Il existe une société anonyme luxembourgeoise sous la dénomination de TAQUI INVESTMENTS.

Le siège social est établi à Luxembourg. Il pourra être transféré à tout autre endroit de la commune de Luxembourg par décision du Conseil d'administration.

Lorsque des événements extraordinaires d'ordre politique, économique ou social, de nature à compromettre l'activité normale au siège social ou la communication aisée de ce siège avec l'étranger se produiront ou seront imminents, le siège social pourra être déclaré transféré provisoirement à l'étranger, sans que toutefois cette mesure puisse avoir d'effet sur la nationalité de la société laquelle, nonobstant ce transfert provisoire du siège, restera luxembourgeoise.

La durée de la société est illimitée.

Art. 2. La Société a pour objet l'exercice des activités suivantes:

(a) Elle peut détenir des participations, sous quelque forme que ce soit, dans toutes sortes d'entreprises, luxembourgeoises ou étrangères, et elle peut administrer, contrôler et développer ces participations. La Société peut emprunter sous toutes les formes et accorder toute assistance, prêt, avance ou garantie à toute entreprise dans laquelle elle a un intérêt.

(b) Elle peut acquérir toutes sortes de valeurs mobilières négociables ou non négociables (y inclus celles émises par tout gouvernement ou autre autorité internationale, nationale ou communale), ainsi que des brevets, des droits d'auteurs et toute autre forme de propriété intellectuelle et droits y attachés que ce soit par voie de contribution, souscription, option, achat ou autre et elle peut les exploiter soit par vente, transfert, échange, licence ou autrement.

(c) Elle peut emprunter ou mobiliser des fonds avec ou sans garantie et dans toute devise par l'émission de billets, bons, obligations ou autres.

(d) Elle peut offrir toutes sortes de services nécessaires ou utiles à la réalisation des objets ci-avant décrits ou reliés à ces objets.

Toute activité exercée par la Société peut l'être directement ou indirectement à Luxembourg ou ailleurs par l'intermédiaire de son siège social ou des filiales établies à Luxembourg ou ailleurs, qui peuvent être ouvertes au public.

La Société peut faire toutes les opérations qu'elle jugera utiles à l'accomplissement ou au développement de son objet social.

Art. 3. Le capital social est fixé à cent huit mille cent trente et un euros quatre-vingt cents (EUR 108.131,80), divisé en mille trente-trois (1.033) actions sans désignation de valeur nominale.

Les actions sont nominatives ou au porteur, au choix de l'actionnaire, à l'exception de celles pour lesquelles la loi prescrit la forme nominative.

Les actions de la société peuvent être créées, au choix du propriétaire, en titres unitaires ou en certificats représentatifs de plusieurs actions.

La société peut procéder au rachat de ses propres actions, sous les conditions prévues par la loi.

Art. 4. La société est administrée par un conseil composé de trois membres au moins, actionnaires ou non. Toutefois, lorsque la société est constituée par un actionnaire unique ou que, à une assemblée générale des actionnaires, il est constaté que celle-ci n'a plus qu'un actionnaire unique, la composition du conseil d'administration peut être limitée à un (1) membre jusqu'à l'assemblée générale ordinaire suivant la constatation de l'existence de plus d'un actionnaire.

Les administrateurs sont nommés pour une durée qui ne peut dépasser six ans; ils sont rééligibles et toujours révocables.

En cas de vacance d'une place d'administrateur nommé par l'assemblée générale, les administrateurs restants ainsi nommés ont le droit d'y pourvoir provisoirement. Dans ce cas, l'assemblée générale, lors de la première réunion, procède à l'élection définitive.

Art. 5. Le Conseil d'administration a le pouvoir d'accomplir tous les actes nécessaires ou utiles à la réalisation de l'objet social; tout ce qui n'est pas réservé à l'assemblée générale par la loi ou les présents statuts est de sa compétence.

Lorsque la société compte un seul administrateur, il exerce les pouvoirs dévolus au conseil d'administration.

Le Conseil d'administration devra choisir en son sein un président; en cas d'absence du président, la présidence de la réunion sera conférée à un administrateur présent.

Le Conseil d'administration ne peut délibérer que si la majorité de ses membres est présente ou représentée, le mandat entre administrateurs, qui peut être donné par écrit, télégramme ou télex, étant admis. En cas d'urgence, les administrateurs peuvent émettre leur vote par écrit, télégramme, télex ou télécopieur.

Tout administrateur peut participer à une réunion du Conseil d'administration de la Société par voie de vidéoconférence ou par tout autre moyen de communication similaire permettant son identification. Ces moyens de communication doivent respecter des caractéristiques techniques garantissant la participation effective à la réunion, dont la délibération devra être retransmise sans interruption. La participation à une réunion par ces moyens est équivalente à une participation en personne à cette réunion. La réunion tenue par l'intermédiaire de tels moyens de communication sera réputée tenue au siège social de la Société.

Le Conseil d'administration pourra, à l'unanimité, prendre des résolutions par voie circulaire en exprimant son approbation au moyen d'un ou de plusieurs écrits, par courrier ou par courrier électronique ou par télécopie ou par tout autre moyen de communication similaire, à confirmer le cas échéant par courrier, le tout ensemble constituant le procès-verbal faisant preuve de la décision intervenue.

Les décisions du Conseil d'administration sont prises à la majorité des voix; en cas de partage, la voix de celui qui préside la réunion est prépondérante.

La gestion journalière de la Société ainsi que la représentation de la Société en ce qui concerne cette gestion pourront, conformément à l'article 60 de la Loi, être déléguées à un ou plusieurs administrateurs, directeurs, gérants et autres agents, associés ou non, agissant seuls ou conjointement. Leur nomination, leur révocation et leurs attributions seront réglées par une décision du conseil d'administration. La délégation à un membre du conseil d'administration impose au conseil l'obligation de rendre annuellement compte à l'assemblée générale ordinaire des traitements, émoluments et avantages quelconques alloués au délégué. La société peut également conférer tous mandats spéciaux par procuration authentique ou sous seing privé.

Vis-à-vis des tiers, la Société est valablement engagée en toutes circonstances par les signatures conjointes de deux administrateurs ou par la signature individuelle d'un délégué du Conseil dans les limites de ses pouvoirs. La signature d'un seul administrateur sera toutefois suffisante pour représenter valablement la Société dans ses rapports avec les administrations publiques.

Art. 6. La surveillance de la société est confiée à un ou plusieurs commissaires, actionnaires ou non, nommés pour une durée qui ne peut dépasser six ans, rééligibles et toujours révocables.

Art. 7. L'année sociale commence le premier janvier et finit le trente et un décembre de la même année.

Art. 8. L'Assemblée Générale annuelle se réunit de plein droit le dernier vendredi du mois de mars à midi à Luxembourg au siège social ou à tout autre endroit à désigner par les convocations.

Si ce jour est un jour férié, l'assemblée se tiendra le premier jour ouvrable suivant.

Art. 9. Les convocations pour les assemblées générales sont faites conformément aux dispositions légales. Elles ne sont pas nécessaires lorsque tous les actionnaires sont présents ou représentés, et qu'ils déclarent avoir eu préalablement connaissance de l'ordre du jour.

Le Conseil d'administration peut décider que pour pouvoir assister à l'assemblée générale, le propriétaire d'actions doit en effectuer le dépôt cinq jours francs avant la date fixée pour la réunion; tout actionnaire aura le droit de voter en personne ou par mandataire, actionnaire ou non.

Chaque action donne droit à une voix.

Art. 10. L'assemblée générale des actionnaires a les pouvoirs les plus étendus pour faire ou ratifier tous les actes qui intéressent la société.

Elle décide de l'affectation et de la distribution du bénéfice net.

Le Conseil d'administration est autorisé à verser des acomptes sur dividendes en se conformant aux conditions prescrites par la loi.

Art. 11. La loi du 10 août 1915 sur les sociétés commerciales ainsi que ses modifications ultérieures, trouveront leur application partout où il n'y est pas dérogé par les présents statuts.

Plus rien n'étant à l'ordre du jour, la séance est levée.

DONT ACTE, fait et passé à Luxembourg, au siège social de la Société, les jour, mois et an qu'en tête des présentes.

Le notaire soussigné, qui connaît la langue anglaise, déclare par la présente qu'à la demande des comparants ci-avant, le présent acte est rédigé en langue anglaise, le texte étant suivi d'une version française, et qu'à la demande des mêmes comparants, en cas de divergences entre le texte anglais et le texte français, la version anglaise primera.

Et après lecture faite et interprétation donnée aux comparants, ils ont signé avec Nous notaire le présent acte.

Signé: E.P. ARMANDOLA, S. GONCALVES MARTINS, C. RACOT, J.J. WAGNER.

Enregistré à Esch-sur-Alzette A.C., le 20 décembre 2013. Relation: EAC/2013/16876. Reçu soixante-quinze Euros (75.- EUR).

Le Receveur (signé): SANTIONI.

Référence de publication: 2014004884/328.

(140004441) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 janvier 2014.

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

Capital social: EUR 8.882.602,00.

Siège social: L-2163 Luxembourg, 40, avenue Monterey.

R.C.S. Luxembourg B 160.744.

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In the year two thousand fourteen, on the ninth day of January.

Before the undersigned, Maître Joseph Elvinger, notary residing in Luxembourg, Grand Duchy of Luxembourg.

THERE APPEARED

NORGES BANK, a company governed by the laws of Norway, having its registered address at Bankplassen 2, PB 1179 Sentrum, 0107 Oslo, Norway,

here represented by Flora Gibert, notary's employee, with professional address in Luxembourg, by virtue of a proxy given privately.

The said proxy, signed "ne varietur" by the proxyholder of the appearing party and the undersigned notary, will remain attached to the present deed to be filed at the same time with the registration authorities.

Such appearing party is the sole shareholder of "NBIM S.à r.l.", a private limited liability company (société à responsabilité limitée) governed by the laws of the Grand Duchy of Luxembourg, having its registered address at 40, Avenue Monterey, L-2163 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 160.744, and incorporated pursuant to a deed of the notary Maître Joseph Elvinger, notary public residing in Luxembourg, Grand Duchy of Luxembourg, dated 4 May 2011, whose articles of incorporation (the "Articles") have been published in the Mémorial C, Recueil des Sociétés et Associations (the " Mémorial C") number 1698 (page 81458) on 27 July 2011 (the "Company"). The Articles of the Company were amended for the last time on 10 October 2013 pursuant to a deed of the notary Maître Joseph Elvinger, prenamed, published in the Mémorial C number 2978 (page 142917) on 26 November 2013.

The appearing party representing the whole corporate capital requires the notary to act the following resolutions taken in accordance with the provisions of article 200-2 of the Luxembourg law on commercial companies of 10 August 1915, as amended, pursuant to which a sole shareholder of a société à responsabilité limitée shall exercise the powers of the general meeting of shareholders of the Company and the decisions of the sole shareholder are recorded in minutes or drawn up in writing:

First resolution

The sole shareholder decides to increase the issued share capital of the Company by an amount of six hundred and thirty-four thousand two hundred Euros (EUR 634,200.-), so as to bring it from its current amount of eight million two hundred and forty-eight thousand four hundred and two Euros (EUR 8,248,402.-) to eight million eight hundred and eighty-two thousand six hundred and two Euros (EUR 8,882,602.-), by creating and issuing six hundred and thirty-four thousand two hundred (634,200) new shares with a nominal value of one Euro (EUR 1.-) each (the "New Shares"), each of such New Shares having such rights and obligations as set forth in the Articles and being issued with a share premium of a total amount of five million seven hundred and seven thousand eight hundred Euros (EUR 5,707,800.-).

The New Shares are subscribed and fully paid up by NORGES BANK, prenamed, being the sole existing shareholder of the Company.

Such New Shares are paid up by a contribution in cash of an amount of six million three hundred and forty-two thousand Euros (EUR 6,342,000.-), which is allocated as follows: six hundred and thirty-four thousand two hundred Euros (EUR 634,200.-) is allocated to the share capital of the Company and five million seven hundred and seven thousand eight hundred Euros (EUR 5,707,800.-) is allocated to the share premium account of the Company.

The proof of the existence and of the value of the contribution has been produced to the undersigned notary.

Second resolution

As a consequence of the above resolution, the sole shareholder decides to amend article 5.1 of the Articles of the Company in order to reflect the above decision, which shall henceforth read as follows:

" **5. Share Capital.**

5.1 The share capital of the Company is set at eight million eight hundred and eighty-two thousand six hundred and two Euros (EUR 8,882,602.-) divided into eight million eight hundred and eighty-two thousand six hundred and two (8,882,602) shares with a nominal value of one Euro (EUR 1.-) each (the "Shares"). In these Articles, "Shareholders" means the holders at the relevant time of the Shares and "Shareholder" shall be construed accordingly."

Costs and expenses

The costs, expenses, remuneration or charges of any form whatsoever incumbent to the Company and charged to it by reason of the present deed are assessed to four thousand Euros.

Whereof the present deed is drawn up in Luxembourg on the day named at the beginning of this document.

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

The document having been read to the proxyholder of the appearing party known to the notary by her name, first name, civil status and residence, the proxyholder of the appearing party signed together with the notary the present deed.

Suit la traduction en français de ce qui précède:

L'an deux mille quatorze, le neuf janvier.

Par-devant le soussigné Maître Joseph Elvinger, notaire résidant à Luxembourg, Grand-Duché de Luxembourg,

A COMPARU

NORGES BANK, une société de droit norvégien, ayant son siège social à Bankplassen 2, PB 1179 Sentrum, 0107 Oslo, Norvège,

ici représentée par Flora Gibert, clerc de notaire, résidant à Luxembourg, en vertu d'une procuration sous seing privé;

Ladite procuration signée "ne varietur" par le mandataire de la partie comparante et le notaire instrumentant, restera attachée au présent acte pour être soumise avec lui aux autorités de l'enregistrement.

Laquelle partie comparante est l'associé unique de "NBIM S.à r.l.", une société à responsabilité limitée régie par les lois du Grand-Duché de Luxembourg, ayant son siège social au 40, Avenue Monterey, L-2163 Luxembourg, Grand-Duché de Luxembourg, immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 160.744, et constituée par un acte notarié de Maître Joseph Elvinger, notaire résidant à Luxembourg, Grand-Duché de Luxembourg, en date du 4 mai 2011, dont les statuts (les "Statuts") ont été publiés au Mémorial C, Recueil des Sociétés et Associations (le "Mémorial C") numéro 1698 (page 81458) du 27 juillet 2011 (la "Société"). Les Statuts de la Société ont été modifiés pour la dernière fois le 10 octobre 2013 par un acte établi par Maître Joseph Elvinger, prénommé, publié au Mémorial C, numéro 2978 (page 142917) en date du 26 novembre 2013.

La partie comparante, représentant l'ensemble du capital social requiert le notaire d'acter les résolutions suivantes prises conformément aux dispositions de l'article 200-2 de la loi luxembourgeoise sur les sociétés commerciales du 10 août 1915, telle que modifiée, selon lesquelles l'associé unique d'une société à responsabilité limitée exercera les pouvoirs de l'assemblée générale des associés de la Société et les décisions de l'associé unique seront documentées dans un procès verbal ou rédigées par écrit:

Première résolution

L'associé unique décide d'augmenter le capital social émis de la Société d'un montant de six cent trente-quatre mille deux cents euros (634.200,- EUR), afin de le porter de son montant actuel de huit millions deux cent quarante-huit mille quatre cent deux euros (8.248.402,- EUR) à huit millions huit cent quatre-vingt deux mille six cent deux euros (8.882.602,- EUR), par la création et l'émission de six cent trente-quatre mille deux cents (634.200) nouvelles parts sociales ayant une valeur nominale d'un euro (1,- EUR) chacune (les "Nouvelles Parts Sociales"), chacune de ces Nouvelles Parts Sociales ayant les droits et obligations tels que décrits dans les Statuts, et étant émises avec une prime d'émission totale de cinq millions sept cent sept mille huit cents euros (5.707.800,- EUR).

Les Nouvelles Parts Sociales sont souscrites et entièrement libérées par NORGES BANK, le seul associé existant de la Société.

De telles Nouvelles Parts Sociales ont été payées par voie d'apport en numéraire d'un montant total de six millions trois cent quarante-deux mille euros (6.342.000,- EUR), qui est alloué comme suit: six cent trente-quatre mille deux cents euros (634.200,- EUR) sont alloués au capital social de la Société et cinq millions sept cent sept mille huit cents euros (5.707.800,- EUR) sont alloués au compte de prime d'émission de la Société.

La preuve de l'existence et de la valeur de cette contribution a été présentée au notaire soussigné.

Seconde résolution

En conséquence de la résolution précédente, l'associé unique décide de modifier l'article 5.1 des Statuts de la Société afin de refléter la décision précédente, qui se lira désormais comme suit:

" **5. Capital Social.**

5.1 Le capital social est fixé à huit millions huit cent quatre-vingt deux mille six cent deux euros (8.882.602,- EUR) représenté par huit millions huit cent quatre-vingt deux mille six cent deux (8.882.602) parts sociales ayant une valeur nominale d'un euro (1,- EUR) chacune (les "Parts Sociales"). Dans les présents Statuts, "Associés" signifie les détenteurs au moment pertinent des Parts Sociales et "Associé" doit être interprété conformément."

Frais et dépenses

Les frais, dépenses, rémunérations ou charges, sous quelque forme que ce soit qui incombent à la Société ou qui sont mis à sa charge en raison du présent acte, s'élèvent à environ quatre mille Euro.

DONT ACTE, fait et passé à Luxembourg, à la date figurant en tête des présentes.

Le notaire soussigné, qui a personnellement la connaissance de la langue anglaise, déclare que le présent acte est rédigé en langue anglaise, suivi d'une version française; à la requête de la partie comparante et en cas de divergences entre le texte anglais et le texte français, le texte anglais fera foi.

L'acte ayant été lu au mandataire de la partie comparante connu du notaire par son nom, prénom, statut civil et résidence, le mandataire de la partie comparante a signé le présent acte avec le notaire.

Signé: F.GIBERT, J.ELVINGER.

Enregistré à Luxembourg Actes Civils le 13 janvier 2014. Relation: LAC/2014/1628. Reçu soixante-quinze euros (EUR 75,-).

Le Receveur (signé): C. FRISING.

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CVI EMCVF Lux Securities Trading, Société à responsabilité limitée.

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

R.C.S. Luxembourg B 167.647.

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Les comptes annuels au 31 décembre 2012 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.

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