

MEMORIAL

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Luxembourg



MEMORIAL

Amtsblatt
des Großherzogtums
Luxemburg

RECUEIL DES SOCIÉTÉS ET ASSOCIATIONS

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

C — N° 1268

17 mai 2014

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It Moves It, Société Anonyme.

Siège social: L-1511 Luxembourg, 121, avenue de la Faïencerie.
R.C.S. Luxembourg B 162.864.

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.

Référence de publication: 2014040181/9.

(140046655) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

Initiative S.A., Société Anonyme.

Siège social: L-2340 Luxembourg, 8, rue Philippe II.
R.C.S. Luxembourg B 170.556.

Statuts coordonnés 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 19.03.2014.

Paul DECKER

Le Notaire

Référence de publication: 2014040173/12.

(140046351) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

J.P. Morgan Capital Holdings Limited, Société Anonyme.

Siège de direction effectif: L-2633 Senningerberg, 6, route de Trèves.
R.C.S. Luxembourg B 73.205.

Extrait des résolutions prises par le Conseil d'Administration du 10 mars 2014

Composition du Conseil d'Administration

Le Conseil d'Administration a noté la démission de M. Christopher EDGE, Administrateur, à compter du 10 février 2014.

Certifié conforme

Marie ROUVIERE

Secrétaire Générale par intérim

Référence de publication: 2014040183/14.

(140046329) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

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

Siège social: L-1371 Luxembourg, 73, Val Sainte Croix.
R.C.S. Luxembourg B 168.160.

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.

Echternach, le 19 mars 2014.

Signature.

Référence de publication: 2014040192/10.

(140046416) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

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

Siège social: L-1648 Luxembourg, 20, place Guillaume II.
R.C.S. Luxembourg B 60.450.

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.

Référence de publication: 2014040189/9.

(140046507) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

KKR Irish Parent S.à r.l., Société à responsabilité limitée.**Capital social: EUR 12.500,00.**

Siège social: L-2440 Luxembourg, 59, rue de Rollingergrund.
R.C.S. Luxembourg B 182.099.

Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Diekirch, le 19 mars 2014.

Référence de publication: 2014040201/10.

(140046442) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

Kresge S.A., Société Anonyme.

Siège social: L-1471 Luxembourg, 412F, route d'Esch.
R.C.S. Luxembourg B 137.007.

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 18 mars 2014.

Référence de publication: 2014040202/10.

(140046766) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

LSF6 Obelix S.à r.l., Société à responsabilité limitée.

Siège social: L-8070 Bertrange, 33, rue du Puits Romain.
R.C.S. Luxembourg B 129.983.

Les statuts coordonnés de la société 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 19 mars 2014.

Référence de publication: 2014040222/10.

(140046405) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

Landwehr I S.à r.l., Société à responsabilité limitée.

Siège social: L-2453 Luxembourg, 6, rue Eugène Ruppert.
R.C.S. Luxembourg B 120.937.

Änderung des Gesellschaftssitz der Gesellschaft Landwehr I S.à r.l. von
65, Boulevard Grande-Duchesse Charlotte, L 1331 Luxembourg
nach

Vertigo Naos Building, 6 Rue Eugène Ruppert, L - 2453 Luxembourg

Signature.

Référence de publication: 2014040218/12.

(140046524) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

M.A.R. International S.A., Société Anonyme.

Siège social: L-2163 Luxembourg, 40, avenue Monterey.
R.C.S. Luxembourg B 39.557.

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: 2014040229/12.

(140046547) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

San Guido S.à r.l., Société à responsabilité limitée.**Capital social: EUR 50.000,00.**

Siège social: L-2346 Luxembourg, 20, rue de la Poste.

R.C.S. Luxembourg B 120.192.

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Extrait du procès-verbal de la réunion du conseil de gérance tenu en date du 28 février 2014

Les membres du conseil de gérance la Société ont décidé comme suit:

- De transférer le siège social de la Société du 64, Avenue de la Liberté, L-1930 Luxembourg au 20, rue de la Poste, L-2346 Luxembourg et ce, avec effet immédiat.

Luxembourg, le 19 mars 2014.

Paul Clarke.

Référence de publication: 2014040347/13.

(140046566) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

Saxo.com s.à r.l., Société à responsabilité limitée.**Capital social: EUR 12.500,00.**

Siège social: L-1118 Luxembourg, 14, rue Aldringen.

R.C.S. Luxembourg B 171.139.

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.

Référence de publication: 2014040349/9.

(140046616) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

Resins & Composites S.A., Société Anonyme Unipersonnelle.

Siège social: L-1331 Luxembourg, 59, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 99.676.

Le bilan 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.

Signature.

Référence de publication: 2014040335/10.

(140046662) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

RES International S.à r.l., Société à responsabilité limitée.**Capital social: EUR 12.500,00.**

Siège social: L-2522 Luxembourg, 6, rue Guillaume Schneider.

R.C.S. Luxembourg B 124.408.

Les comptes annuels au 31 décembre 2011 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 18 mars 2014.

Référence de publication: 2014040334/10.

(140046203) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

Rigby S.A., Société Anonyme.

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

R.C.S. Luxembourg B 58.042.

Les comptes annuels au 30 avril 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.

RIGBY S.A.

Signatures

Administrateur / Administrateur

Référence de publication: 2014040338/12.

(140046098) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

RES International S.à r.l., Société à responsabilité limitée.**Capital social: EUR 12.500,00.**

Siège social: L-2522 Luxembourg, 6, rue Guillaume Schneider.

R.C.S. Luxembourg B 124.408.

Les comptes annuels au 31 décembre 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 18 mars 2014.

Référence de publication: 2014040333/10.

(140046202) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

Reich-Lux, Société Anonyme.

Siège social: L-2314 Luxembourg, 2A, place de Paris.

R.C.S. Luxembourg B 19.506.

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: 2014040332/10.

(140046264) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

Rigby S.A., Société Anonyme.

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

R.C.S. Luxembourg B 58.042.

Référence est faite à l'extrait des résolutions prises par le Conseil d'Administration en date du 15 janvier 2014, déposé le 20 janvier 2014 sous la référence L140010762 et publié le 25 février 2014 au Mémorial C n° 504 sous la référence 2014010326/19)

Extrait des résolutions prises par l'Actionnaire Unique en date du 10 mars 2014

- La cooptation de Monsieur Emmanuel THIRY, employé privé, né le 26 septembre 1984 à Libramont- Chevigny, Belgique, et résidant professionnellement au 412F route d'Esch, L-2086 Luxembourg, en tant que nouvel Administrateur de la société, est ratifiée. Son mandat viendra à échéance lors de l'Assemblée Générale Statutaire de l'an 2014.

Fait à Luxembourg, le 10 mars 2014.

Certifié sincère et conforme

RIGBY S.A.

Signatures

Administrateur / Administrateur

Référence de publication: 2014040336/19.

(140046096) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

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

Siège social: L-1246 Luxembourg, 4, rue Albert Borschette.

R.C.S. Luxembourg B 154.843.

Extrait des décisions de l'administrateur unique prises en date du 20 février 2014

En date du 20 février 2014, le gérant unique, a décidé de:

- transférer le siège social de la Société du 48, Boulevard Grande-Duchesse Charlotte 1330 Luxembourg, au 4, rue Albert Borschette, L-1246 Luxembourg, avec date effective au 1^{er} mars 2014.

La nouvelle adresse professionnelle de Antoine Wideheen est la suivante: 4, rue Albert Borschette L-1246 Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 15 mars 2014.

Veridice Sàrl

Référence de publication: 2014040435/15.

(140045594) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

Starfactory Football Management S.A., Société Anonyme.

Siège social: L-7327 Steinsel, 35, rue J.F. Kennedy.

R.C.S. Luxembourg B 113.901.

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.

MAZARS ATO

Référence de publication: 2014040397/10.

(140046175) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

Starmaker S.A. - SPF, Société Anonyme - Société de Gestion de Patrimoine Familial.

Siège social: L-2165 Luxembourg, 26-28, Rives de Clausen.

R.C.S. Luxembourg B 38.386.

Les comptes annuels au 31 décembre 2009 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 17/03/2014.

Référence de publication: 2014040398/10.

(140046356) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

Starmaker S.A. - SPF, Société Anonyme - Société de Gestion de Patrimoine Familial.

Siège social: L-2165 Luxembourg, 26-28, Rives de Clausen.

R.C.S. Luxembourg B 38.386.

Les comptes annuels au 31 décembre 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 17/03/2014.

Référence de publication: 2014040399/10.

(140046386) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

Sullivan Invest S.A., Société Anonyme.

Siège social: L-8009 Strassen, 55, route d'Arlon.

R.C.S. Luxembourg B 144.612.

EXTRAIT

Monsieur Marc Kernel demeurant au 6, rue Enz à -L- 5532 REMICH démissionne de sa fonction de commissaire aux comptes (avec effet immédiat) dans la société SULLIVAN INVEST S.A. immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B144612 et sise au 55, route d'Arlon à -L- 8009 LUXEMBOURG

Remich, le 18.03.14.

Cabinet d'Expertise Comptable Kernel

Référence de publication: 2014040400/13.

(140046437) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

Tansad SA, Société Anonyme.

Siège social: L-1724 Luxembourg, 11A, boulevard du Prince Henri.

R.C.S. Luxembourg B 130.882.

Les comptes annuels au 30.06.2012 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.

TANSAD SA

Société Anonyme

Référence de publication: 2014040414/11.

(140046288) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

TCC Corporation S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 158.197.

Les statuts coordonnés de la société 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 19 mars 2014.

Référence de publication: 2014040416/10.

(140046257) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

Tenpan Investment Holding S.A., Société Anonyme.

Siège social: L-2314 Luxembourg, 2A, place de Paris.

R.C.S. Luxembourg B 47.580.

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: 2014040417/10.

(140046088) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

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

Siège social: L-2633 Senningerberg, 6, route de Trèves.

R.C.S. Luxembourg B 110.737.

Statuts coordonnés 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 17 mars 2014.

Référence de publication: 2014040418/10.

(140046040) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

Topadmin, Société Anonyme.

Siège social: L-9964 Huldange, 3, Op d'Schmett.

R.C.S. Luxembourg B 108.584.

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: 2014040420/10.

(140046563) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

Tilfelle S.A., Société Anonyme.

Siège social: L-2155 Luxembourg, 146, Muhlenweg.

R.C.S. Luxembourg B 148.451.

Le bilan 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, le 18 mars 2014.

Pour ordre

EUROPE FIDUCIAIRE (Luxembourg) S.A.

Boîte Postale 1307

L – 1013 Luxembourg

Référence de publication: 2014040419/14.

(140046639) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

Trampert & Grökel S.à r.l., Société à responsabilité limitée.

Siège social: L-6463 Echternach, 29, rue Maximilien.
R.C.S. Luxembourg B 131.634.

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.
Echternach, le 18 mars 2014.

Signature.

Référence de publication: 2014040423/10.

(140046065) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

Topaze Immobilier, Société Anonyme.

Siège social: L-2449 Luxembourg, 25A, boulevard Royal.
R.C.S. Luxembourg B 154.868.

Statuts coordonnés 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 17.03.2014.

Paul DECKER

Le Notaire

Référence de publication: 2014040422/12.

(140046208) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

TW Life VII S.à.r.l., Société à responsabilité limitée.**Capital social: USD 30.000,00.**

Siège social: L-2522 Luxembourg, 6, rue Guillaume Schneider.
R.C.S. Luxembourg B 170.050.

EXTRAIT

La Société prend acte du changement de forme juridique et du changement de siège social de l'associé de la Société,
TouchWind Life 7 UG, comme suit:

TouchWind Life 7 GmbH

Klopstockstrasse 1,

22765 Hamburg

Allemagne

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

Pour extrait conforme,

Luxembourg, le 19 mars 2013.

Référence de publication: 2014040430/18.

(140046606) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

Wapiti Consulting, Société à responsabilité limitée.

Siège social: L-2319 Howald, 3B, rue Docteur Joseph Peffer.
R.C.S. Luxembourg B 160.836.

Le bilan au 31.12.2013 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 19 mars 2014.

Pour ordre

EUROPE FIDUCIAIRE (Luxembourg) S.A.

Boîte Postale 1307

L – 1013 Luxembourg

Référence de publication: 2014040444/14.

(140046790) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

**International Sport a.s.b.l., Association sans but lucratif,
(anc. a.s.b.l. Judo International).**

Siège social: L-1660 Luxembourg, 78, Grand-rue.
R.C.S. Luxembourg F 6.960.

1. La dénomination de l'association a changé de «a.s.b.l. Judo International» en «International Sport a.s.b.l.» et l'article 1 des statuts a été modifié afin de lui donner la teneur suivante:

« **Art. 1^{er}. Dénomination.** L'association sans but lucratif porte la dénomination «International Sport a.s.b.l.» »

2. L'objet social de l'association et en conséquence l'article 4 des statuts a été modifié afin de lui donner la teneur suivante:

« **Art. 4. Objet.** L'objet de l'association est la promotion du sport à travers le monde entier en considérant notamment la culture et la philosophie du sport en général et en créant un système global d'éducation du sport.

L'activité de l'association consiste notamment à:

- donner un support matériel et financier aux personnes et organisations développant le sport dans les différents pays et zones,

- créer des organisations d'éducation sportive,

- faire de la recherche scientifique sportive,

- publier des activités,

- créer des facilités de sport,

- organiser des compétitions sportives et d'autres entraînements,

- faire des activités éducatives,

- faire toutes autres activités ayant un lien direct ou indirect avec l'objet de l'association.»

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

Luxembourg, le 20 mars 2014.

G.T. Experts Comptables Sàrl

Luxembourg

Référence de publication: 2014040512/29.

(140047019) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 mars 2014.

eDreams ODIGEO, Société Anonyme.

Siège social: L-1940 Luxembourg, 282, route de Longwy.

R.C.S. Luxembourg B 159.036.

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EXTRAIT

Par résolutions prises le 18 mars 2014, les associés de la Société ont décidé:

- d'accepter la démission de Mme Séverine Michel et de M. Kees Jager en tant qu'administrateurs de catégorie A de la Société ainsi que de M. Simon Barnes et M. Yann Bak en tant qu'administrateurs de catégorie B de la Société avec effet immédiat;

- de nommer M. Carlos Mallo né le 10 octobre 1967 à Madrid, Espagne, et ayant son adresse professionnelle au Permira Asesores S.L., Pl. Marqués de Salamanca 10, 1^o, izq., 28006 Madrid, Espagne en tant qu'administrateur de la Société avec effet immédiat;

- de nommer M. Benoit Vauchy né le 25 novembre 1975 à Besançon, France, et ayant son adresse professionnelle au 80, Pall Mall, London SW1Y 5ES, Royaume-Uni en tant qu'administrateur de la Société avec effet immédiat;

- de nommer Mme Lise Fauconnier née le 19 juillet 1965 à Paris, France, et ayant son adresse professionnelle au 20 Place Vendôme, 75001 Paris, France en tant qu'administratrice de la Société avec effet immédiat;

- de nommer M. Philippe Poletti né le 19 juin 1965 à Aix-en-Provence, France, et ayant son adresse professionnelle au 20 Place Vendôme, 75001 Paris, France en tant qu'administrateur de la Société avec effet immédiat;

- de nommer M. Javier Pérez-Tenessa de Block né le 26 juin 1967 à Mexico, Mexique, et ayant son adresse professionnelle au 601 World Trade Center Barcelona, Moll de Barcelona s/n, 08039 Barcelona, Espagne en tant qu'administrateur de la Société avec effet immédiat;

- de nommer M. Mauricio Luis Prieto Prieto né le 18 décembre 1967 à Mexico, Mexique, et ayant son adresse professionnelle au 601 World Trade Center N PL6, Moll de Barcelona s/n, 08039 Barcelona, Espagne en tant qu'administrateur de la Société avec effet immédiat.

Les administrateurs sont nommés à partir du 18 mars 2014 et jusqu'à l'assemblée générale annuelle approuvant les comptes annuels devant se tenir en 2017.

En conséquence, le conseil de gérance de la Société est désormais constitué des personnes suivantes:

- M. Carlos Mallo;
- M. Benoit Vauchy
- Mme Lise Fauconnier
- M. Philippe Poletti
- M. Javier Pérez-Tenessa de Block; et
- M. Mauricio Luis Prieto Prieto

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 19 mars 2014.

Référence de publication: 2014040513/38.

(140047146) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 mars 2014.

medienfabrik luxembourg s.a., Société Anonyme.

Siège social: L-6871 Wecker, 2, Op Huefdreich.

R.C.S. Luxembourg B 129.266.

Der Jahresabschluss für das Geschäftsjahr 2012 wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2014040515/10.

(140047159) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 mars 2014.

iPAY International S.A., Société Anonyme.

Siège social: L-2449 Luxembourg, 10, boulevard Royal.

R.C.S. Luxembourg B 147.655.

Statuts coordonnés 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 11 mars 2014.

Pour copie conforme

Pour la société

Maître Carlo WERSANDT

Notaire

Référence de publication: 2014040514/14.

(140047542) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 mars 2014.

A4N S.à r.l., Société à responsabilité limitée unipersonnelle.

Siège social: L-4018 Esch-sur-Alzette, 28, rue d'Audun.

R.C.S. Luxembourg B 179.225.

Extrait du Procès-verbal de l'Assemblée Générale extraordinaire du 19 mars 2014

L'an deux mille quatorze, le vingt mars.

Première résolution

Suite à la cession des parts du 18 mars 2014, les parts sociales sont repartis comme suit:

Mme Anjeza Bregu, née le 28.10.1979 à Berat (Albanie), L-5740 Filsdorf, 4A, Draikantongsstrooss 0 parts

Mr Adnand Bregu, né 21.10.1986 à Berat (Albanie), L-4081 Esch-sur-Alzette 50, rue Dicks. 100 parts

Deuxième résolution

Mme Anjeza Bregu démissionne en tant que gérante unique.

L'Assemblée décide de nommer Mr Adnand Bregu né 21.10.1986 à Berat (Albanie), demeurant L-4081 Esch-sur-Alzette 50, rue Dicks, gérant unique de la société pour une durée indéterminée.

Référence de publication: 2014040577/17.

(140046916) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 mars 2014.

Weisen S.A., Société Anonyme.

Siège social: L-3898 Foetz, 11, rue du Brill.

R.C.S. Luxembourg B 14.583.

Extrait du procès-verbal du Conseil d'administration tenu à FOETZ, rue du Brill, 11 le 13 février 2014

Le Conseil prend acte de la démission de Monsieur Alain DEMMEL de son mandat d'administrateur.

Le Conseil coopte Monsieur Mathieu LIARAS comme administrateur, avec adresse professionnelle à B-6040 JUMET, Zoning Industriel, 4^{ème} rue, en remplacement de Monsieur Alain DEMMEL, jusqu'à la prochaine assemblée générale.

Le 13/02/2014.

Pour extrait conforme

Olivier HALLER

Administrateur délégué

Référence de publication: 2014040452/15.

(140046493) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

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

Siège social: L-1736 Senningerberg, 1B, Heienhaff.

R.C.S. Luxembourg B 174.229.

In the year two thousand and fourteen, on the twenty-ninth day of January.

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

THERE APPEARED:

Fluke Holding Company AB, a joint stock company (Aktiebolag) established and existing under the laws of Sweden, having its registered office at Solkraftsv. 13, 135 70 Stockholm, Sweden, and registered with the Swedish Companies Registration Office under number 556619-2349;

Here represented by Mrs. Sofia Afonso-Da Chao Conde, employee, with professional address at 5 rue Zénon Bernard, L-4030 Esch-sur-Alzette, Grand Duchy of Luxembourg, by virtue of one (1) proxy given under private seal.

The said proxy, signed ne varietur by the proxyholder of the person appearing and the undersigned notary, will remain attached to the present deed to be filed with the registration authorities.

Such appearing person, represented as stated here above, has requested the undersigned notary to state that:

I. The appearing person is the sole shareholder of the private limited liability company (société à responsabilité limitée) established and existing in the Grand Duchy of Luxembourg under the name "Fluke Luxembourg S.à r.l." (hereinafter, the Company), with registered office at 5, rue Guillaume Kroll, L-1882 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 174229, incorporated pursuant to a deed of the undersigned notary, dated December 20, 2012, published in the Mémorial C, Recueil des Sociétés et Associations number 459, dated February 25, 2013, and whose bylaws have been last amended by a deed of the undersigned notary, dated December 10th, 2013, not yet published in the Mémorial C.

II. The subscribed share capital of the Company is set at fifteen million Danish Kroner (DKK 15.000.000,00) represented by fifteen million (15.000.000) shares with a nominal value of one Danish Krone (DKK 1,00) each

III. The shareholders resolve, to transfer the registered office of the Company from 5, rue Guillaume Kroll, L-1882 Luxembourg to 1B, Heienhaff, L-1736 Senningerberg

IV. Pursuant to the above transfer of registered office, the first paragraph of article 4 of the Company's articles of association is amended and shall henceforth read as follows:

" Art. 4. first paragraph. The registered office of the Company is established in Senningerberg."

Costs

The expenses, costs, fees and charges of any kind whatsoever which will have to be borne by the Company as a result of these resolutions are estimated at one thousand three hundred Euros (EUR 1.300,00).

Declaration

The undersigned notary, who understands and speaks English, states herewith that on request of the proxy holder of the above appearing person, 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-sur-Alzette, on the date first written above.

The document having been read to the proxy holder of the appearing person, who is known to the notary by her 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 quatorze, le vingt-neuf janvier.

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

A COMPARU:

Fluke Holding Company AB, une société anonyme (Aktiebolag) établie et existante selon les lois suédoises, ayant son siège social à Solkraftsv. 13, 135 70 Stockholm, Suède, et enregistrée auprès du Bureau Suédois d'Enregistrement des Entreprises sous le numéro 556619-2349;

Ici représentée par Mme Sofia Afonso-Da Chao Conde, employée, ayant son adresse professionnelle au 5 rue Zénon Bernard, L-4030 Esch-sur-Alzette, Grand-Duché de Luxembourg, en vertu d'une (1) procuration donnée sous seing privé.

Ladite procuration restera, après avoir été signée ne varietur par le mandataire de la personne comparante et le notaire instrumentaire, annexée aux présentes pour être enregistrée avec elles.

Lequel comparant, représenté comme indiqué ci-dessus, a requis le notaire instrumentaire d'acter que:

I. Le comparant est l'associé unique de la société à responsabilité limitée établie en vertu des lois du Luxembourg sous la dénomination "Fluke Luxembourg S.à r.l." (ci-après, la Société), ayant son siège social au 5, rue Guillaume Kroll, L-1882 Luxembourg, Grand-Duché de Luxembourg, immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 174229, constituée par acte du notaire instrumentaire, en date du 20 décembre 2012, publié au Mémorial C, Recueil des Sociétés et Associations numéro 459, en date du 25 février 2013, et dont les statuts ont été modifiés pour la dernière fois par acte du notaire instrumentant, en date du 10 décembre 2013, non encore publié au Mémorial C.

II. Le capital social de la Société s'élève à quinze millions de Couronnes Danoises (DKK 15.000.000,00) représenté par quinze millions (15.000.000) de parts sociales d'une valeur nominale d'une Couronne Danoise (DKK 1,00) chacune.

III. Les associés décident de transférer le siège social de la Société du 5, rue Guillaume Kroll, L-1882 Luxembourg, au 1B, Heienhaff, L-1736 Senningerberg

IV. Suite au transfert du siège social ci-dessus, le premier paragraphe de l'article 4 des statuts de la Société est modifié pour avoir désormais la teneur suivante:

" Art. 4. premier paragraphe. Le siège social de la Société est établi à Senningerberg.

Frais

La comparante a évalué le montant des frais, dépenses, rémunérations et charges, sous quelque forme que ce soit, qui incombent à la Société ou qui sont mis à sa charge à raison des présentes à environ mille trois cents Euros (EUR 1.300,00).

Déclaration

Le notaire soussigné qui comprend et parle l'anglais, constate par les présentes qu'à la requête du mandataire de la personne comparante, 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 jour, mois et an qu'en tête des présentes.

Lecture faite et interprétation donnée au mandataire de la personne comparante, connue du notaire par son nom et prénom, état et demeure, elle a signé avec Nous notaire, le présent acte.

Signé: Conde, Kessler.

Enregistré à Esch/Alzette Actes Civils, le 07 février 2014. Relation: EAC/2014/2019. Reçu soixante-quinze euros 75,00 €.

Le Receveur ff. (signé): M. Halsdorf.

POUR EXPEDITION CONFORME.

Référence de publication: 2014039422/83.

(140045541) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mars 2014.

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

Siège social: L-1940 Luxembourg, 300, route de Longwy.

R.C.S. Luxembourg B 136.770.

L'an deux mille quatorze, le seize janvier.

Par-devant Maître Paul DECKER, notaire de résidence à Luxembourg. (Grand-Duché de Luxembourg), soussigné:

A comparu:

Monsieur Patrick PRIM, gérant de sociétés, né à Luxembourg, le 1^{er} octobre 1969, demeurant à L-7533 Mersch, 1, rue Jean Baptiste Neuens,

Lequel comparant a requis le notaire instrumentaire d'acter qu'il est l'associé unique («l'Associé Unique») de la société à responsabilité limitée «Trajets S.à r.l.» avec siège social à L-5280 Sandweiler, Zone Industrielle Rolach, constituée suivant acte reçu par Maître Jean SECKLER, notaire de résidence à Junglinster, en date du 19 décembre 2007, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 811 du 3 avril 2008,

dont les statuts ont été modifiés suivant actes reçus par le notaire instrumentant en date du:

- 12 février 2008, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 857 du 8 avril 2008, et
- 28 janvier 2010, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 714 du 6 avril 2010,

immatriculée au Registre du Commerce et des Sociétés de Luxembourg, section B, sous le numéro 136.770 (la «Société»).

L'Associé Unique, représentant l'intégralité du capital social, a requis le notaire instrumentant d'acter l'unique résolution suivante:

Unique résolution:

L'Associé Unique décide de transférer le siège social vers L-1940 Luxembourg, 300, route de Longwy et de donner au premier alinéa de l'article 4 des statuts la teneur suivante:

« **Art. 4. (premier alinéa).** Le siège social est établi dans la Commune de Luxembourg.»

Frais

Le montant des frais, dépenses rémunérations et charges, sous quelque forme que ce soit, qui incombent à la société ou qui sont mis à sa charge à raison des présentes, est évalué approximativement à la somme de sept cent cinquante euros (750,- EUR).

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

Et après lecture faite et interprétation donnée au comparant, connu du notaire par nom, prénom usuel, état et demeure, il a signé avec nous notaire le présent acte.

Signé: P. PRIM, P. DECKER.

Enregistré à Luxembourg A.C., le 21.01.2014. Relation: LAC/2014/2926. Reçu 75.-€ (soixante-quinze Euros).

Le Receveur (signé): Irène THILL.

POUR COPIE CONFORME, délivré au Registre de Commerce et des Sociétés à Luxembourg.

Luxembourg, le 19.03.2014.

Référence de publication: 2014040410/39.

(140046445) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

Somak (Europe) S.A., Société Anonyme.

Siège social: L-9990 Weiswampach, 19, Duarrefstrooss.

R.C.S. Luxembourg B 74.332.

L'an deux mil quatorze, le vingt-septième jour du mois de février.

Pardevant Maître Paul BETTINGEN, notaire de résidence à Niederanven,

S'est réunie:

L'assemblée générale extraordinaire des actionnaires de la société anonyme SOMAK (EUROPE) S.A., avec siège social à L-9706 Clervaux, 2A/46, route d'Eselborn, inscrite au Registre de commerce et des sociétés à Luxembourg sous le numéro B 74332, constituée suivant acte reçu par Maître Jean Seckler, notaire de résidence à Junglinster, en date du 27 janvier 2000, publié au Mémorial C, Recueil des Sociétés et Associations numéro 376 du 25 mai 2000, modifiés en dernier lieu suivant acte reçu par Maître Martine Schaeffer, notaire de résidence à Luxembourg en date du 2 février 2011, publié au Mémorial C, Recueil des Sociétés et Associations numéro 913 du 5 mai 2011. (la «Société»),

L'Assemblée est présidée par Madame Dominique Tordeurs employée privée, demeurant professionnellement à L-9990 Weiswampach,

qui nomme comme secrétaire Monsieur Jean-Pierre Dias, salarié, demeurant professionnellement à Senningerberg.

L'assemblée choisit comme scrutateur Madame Dominique Tordeurs, prénommée.

Madame le président expose ensuite:

I. Que l'ordre du jour de la présente assemblée est le suivant:

1° Transfert du siège social vers L-9990 Weiswampach, 19, Duarrefstrooss et modification du deuxième alinéa de l'article 1 des statuts.

2° Décision d'autoriser le conseil d'administration ou le cas échéant l'administrateur-unique à procéder à un versement d'acomptes sur dividendes et ajout d'un dernier paragraphe à l'article 5 des statuts.

3° Adaptation des statuts de la société à ceux d'une société anonyme unipersonnelle et modification des articles 1; 4 et 5.

4° Révocation de Madame Shilina Ella en tant que administrateur de la Société.

5° Acceptation de la démission de Monsieur Stefan Vandenhove en tant qu'administrateur de la Société et de Monsieur Karel Vandenhove en tant qu'administrateur-délégué de la Société, décharge à leur accorder.

6° Confirmation du mandat de Monsieur Karel Vandenhove en tant que administrateur unique de la Société.

7° Révocation du commissaire aux comptes INNOVATRUST S.à.r.l..

8° Nomination d'un nouveau commissaire aux comptes FOP CONSEIL & EXPERTISE S. A.

9° Divers.

II. Que 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. Les procurations éventuelles émanant des actionnaires représentés à la présente assemblée, après avoir été signées ne varietur par les actionnaires présents et représentés, les membres du bureau et le notaire instrumentant, demeureront annexées au présent acte avec lequel elles seront enregistrées.

III. Qu'il résulte de la liste de présences que l'intégralité du capital social est présente ou représentée à l'assemblée, que l'assemblée peut délibérer valablement, telle qu'elle est constituée, sur les objets portés à l'ordre du jour et qu'il a pu être fait abstraction des convocations d'usage, les actionnaires déclarant par ailleurs avoir eu connaissance de l'ordre du jour qui leur a été communiqué au préalable.

Ensuite l'assemblée aborde l'ordre du jour et, après en avoir délibéré, elle a pris, avec l'accord unanime des actionnaires présents ou représentés, les résolutions suivantes:

Première résolution

L'assemblée générale décide de transférer le siège social de la Société de L-9706 Clervaux, 2A/46, route d'Eselborn, vers L-9990 Weiswampach, 19, Duarrefstrooss, et de modifier en conséquence le deuxième alinéa de l'article 1 des statuts comme suit:

Art. 1^{er}. (deuxième alinéa). „Le siège social de la Société est établi dans la commune de Weiswampach“

Deuxième résolution

L'assemblée générale décide d'autoriser le conseil d'administration ou le cas échéant l'administrateur-unique à procéder à un versement d'acomptes sur dividendes et en conséquence d'ajouter un dernier paragraphe à l'article 5 des statuts qui se lira comme suit:

Art. 5. (dernier paragraphe). „Sous réserve des dispositions de l'article 72-2 de la loi de 1915 le conseil d'administration ou le cas échéant l'administrateur-unique est autorisé à procéder à un versement d'acomptes sur dividendes.“

Troisième résolution

L'assemblée générale décide d'adapter les statuts de la société à ceux d'une société anonyme unipersonnelle et de modifier en conséquence les articles 1; 4 et 5 comme suit:

ajout d'un nouveau paragraphe en fin d'article

« **Art. 1^{er}. Dernier paragraphe.** La Société peut avoir un actionnaire unique ou plusieurs actionnaires. Tant que la Société n'a qu'un actionnaire unique, la Société peut être administrée par un Administrateur Unique seulement qui n'a pas besoin d'être l'actionnaire unique de la Société. Dans ces statuts, toute référence au conseil d'administration sera une référence à l'administrateur unique (dans l'hypothèse où la Société n'a qu'un seul administrateur) tant que la Société a un actionnaire unique. Pour le cas où il n'y aurait qu'un seul actionnaire, l'actionnaire unique exercera, au cours des assemblées générales dûment tenues, tous les pouvoirs revenant à l'assemblée générale des actionnaires en vertu de la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée.»

Art. 4. Si la Société est constituée par un actionnaire unique ou si, à l'occasion d'une assemblée générale des actionnaires, il est établi que la Société a un actionnaire unique, la Société peut être administrée par un administrateur, appelé «administrateur unique», jusqu'à la prochaine assemblée générale ordinaire suivant la constatation de l'existence de plus d'un actionnaire.

Si la Société a plus d'un actionnaire, la Société sera administrée par un conseil d'administration comprenant au moins trois membres, lesquels ne seront pas nécessairement actionnaires de la Société. Dans ce cas, l'assemblée générale doit nommer au moins 2 (deux) nouveaux administrateurs en plus de l'administrateur unique en place. L'administrateur unique ou, le cas échéant, les administrateurs seront élus pour un terme ne pouvant excéder six ans et ils seront rééligibles.

Lorsqu'une personne morale est nommée administrateur de la Société, la personne morale doit désigner un représentant permanent qui représentera la personne morale conformément à l'article 51bis de la loi luxembourgeoise en date du 10 août 1915 sur les sociétés commerciales, telle qu'amendée.

Le(s) administrateur(s) seront élus par l'assemblée générale. Les actionnaires de la Société détermineront également le nombre d'administrateurs, leur rémunération et la durée de leur mandat. Un administrateur peut être révoqué avec ou sans motif et/ou peut être remplacé à tout moment par décision de l'assemblée générale.

En cas de vacance d'un poste d'administrateur pour cause de décès, de retraite ou toute autre cause, les administrateurs restants pourront élire, à la majorité des votes, un administrateur pour pourvoir au remplacement du poste devenu vacant jusqu'à la prochaine assemblée générale de la Société. En l'absence d'administrateur disponible, l'assemblée générale devra être rapidement être réunie par le commissaire aux comptes et se tenir pour nommer de nouveaux administrateurs.

Art. 5. Le conseil d'administration ou, le cas échéant, l'administrateur unique est investi des pouvoirs les plus étendus pour effectuer tous les actes d'administration ou de disposition dans l'intérêt de la Société.

Tous les pouvoirs qui ne sont pas expressément réservés par la loi ou les présents statuts à l'assemblée générale, tombent sous la compétence du conseil d'administration ou de l'administrateur unique selon les cas.

Le conseil d'administration, le cas échéant, l'administrateur unique peut payer des acomptes sur dividendes en respectant les dispositions légales.

Le conseil d'administration désigne parmi ses membres un président; en cas d'absence du président, la présidence de la réunion peut-être 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, télex ou téléfax, étant admis.

En cas d'urgence, les administrateurs peuvent émettre leur vote par écrit, télégramme, télex ou téléfax.

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.

Les résolutions prises par l'administrateur unique auront la même autorité que les résolutions prises par le conseil d'administration et seront constatées par des procès verbaux, qui sont signés par l'administrateur unique, et dont les copies ou extraits pourront être produits en justice ou autrement.

Le premier président sera désigné par l'assemblée générale.

Le conseil d'administration peut déléguer, avec l'accord préalable de l'assemblée des actionnaires, ses pouvoirs de gestion journalière et les affaires courantes de la Société ainsi que la représentation de la Société dans cette gestion et ces affaires, à un des membres du conseil d'administration.

Le conseil d'administration ou, le cas échéant, l'administrateur unique peut en outre conférer tous pouvoirs et mandats spéciaux à toute personne, qui n'a pas besoin d'être administrateur, et nommer et révoquer tous agents et employés et fixer leurs émoluments.

La Société est engagée par la signature conjointe de deux administrateurs de la Société, par la signature unique de l'administrateur-délégué dans les limites de la gestion journalière, ou, le cas échéant par la signature de l'administrateur unique, ou par la signature conjointe ou unique de toute personne à laquelle un tel pouvoir de signature a été délégué par le conseil d'administration ou l'administrateur unique selon le cas.

Sous réserve des dispositions de l'article 72-2 de la loi de 1915 le conseil d'administration ou le cas échéant l'administrateur-unique est autorisé à procéder à un versement d'acomptes sur dividendes.

Troisième résolution

L'assemblée générale décide de révoquer Madame Shilina Ella en tant qu'administrateur de la Société.

Quatrième résolution

L'assemblée générale décide d'accepter la démission de Monsieur Stefan Vandenhove en tant qu'administrateur de la Société et de Monsieur Karel Vandenhove en tant qu'administrateur-délégué de la Société et leur accorde décharge pleine et entière pour l'exécution de leur mandat.

Cinquième résolution

L'assemblée générale décide de confirmer le mandat de Monsieur Karel Vandenhove en tant que administrateur unique, pour une durée de six ans.

Sixième résolution

L'assemblée générale décide de révoquer le commissaire aux comptes INNOVATRUST S.à.r.l..

Septième résolution

L'assemblée générale décide de nommer en remplacement du commissaire révoqué la société FOP CONSEIL & EXPERTISE S. A., ayant son siège social à L-9990 Weiswampach, 19, Duarrefstrooss, immatriculée au Registre de Commerce et des Sociétés à Luxembourg sous le numéro B 176877 pour une durée de six ans.

60832

Pouvoirs

Les comparants, agissant dans un intérêt commun, donnent pouvoir à tous clerks et employés de l'Étude du notaire soussigné, à l'effet de faire dresser et signer tous actes rectificatifs éventuels des présentes.

Frais

Les frais, dépenses et rémunérations quelconques, incombant à la société et mis à sa charge en raison des présentes, s'élèvent approximativement à la somme de mille euros (EUR 1.000,-).

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

Et après lecture faite et interprétation donnée de tout ce qui précède à l'assemblée et aux membres du bureau, tous connus du notaire instrumentaire par leurs noms, prénoms, états et demeures, ces derniers ont signé avec Nous notaire le présent acte.

Signé: Dominique Tordeurs, Jean-Pierre Dias, Paul Bettingen.

Enregistré à Luxembourg, A.C., le 04 mars 2014. LAC / 2014 / 10085. Reçu 75.-€.

Le Receveur (signé): Irène Thill.

- Pour copie conforme - délivrée à la société aux fins de publication au Mémorial, Recueil des Sociétés et Associations.

Senningerberg, le 12 mars 2014.

Référence de publication: 2014039774/144.

(140045168) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mars 2014.

Western Waterways S.A., Société Anonyme.

R.C.S. Luxembourg B 82.704.

La société Fiduciaire Belval S.A.R.L, Ici représentée par Madame Benhara Fatma

Dénonce le contrat de domiciliation conclu le 1^{er} janvier 2013 avec

La société WESTERN WATERWAYS S.A., dont le siège social est situé au 25, route d'Esch, L-1470 Luxembourg, inscrite au registre de commerce et des sociétés sous le numéro B 82 704, avec date d'effet au 1^{er} janvier 2014.

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

Fiduciaire Belval S.A.R.L

Mme Benhara

Référence de publication: 2014040453/13.

(140046482) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mars 2014.

e.g.n.d. S.à r.l., Société à responsabilité limitée.

Siège social: L-8308 Capellen, 83, Parc d'Activités.

R.C.S. Luxembourg B 185.279.

STATUTS

L'an deux mille quatorze.

Le sept mars.

Par-devant Maître Henri BECK, notaire de résidence à Echternach (Grand-Duché de Luxembourg).

A COMPARU:

Monsieur Christophe DELLA SIEGA, publicitaire, demeurant à L-8422 Steinfort, 47, rue de Hobscheid.

Lequel comparant a requis le notaire instrumentant de documenter ainsi qu'il suit les statuts d'une société à responsabilité limitée qu'il entend constituer:

Art. 1^{er}. Il existe une société à responsabilité limitée régie par la loi du 10 août 1915, la loi du 18 septembre 1933 telles qu'elles ont été modifiées et par les présents statuts.

La société peut avoir un associé unique ou plusieurs associés. L'associé unique peut s'adjoindre à tout moment un ou plusieurs co-associés, et de même les futurs associés peuvent prendre les mesures tendant à rétablir le caractère unipersonnel de la société.

Art. 2. La société a pour objet la prise de participations, sous quelque forme que ce soit, dans des entreprises luxembourgeoises ou étrangères, l'acquisition par achat, souscription ou de toute autre manière, ainsi que l'aliénation par vente, échange ou de toute autre manière de titres, obligations, créances, billets et autres valeurs de toutes espèces, la possession, l'administration, le développement et la gestion de son portefeuille.

La société peut cependant participer à la création et au développement de n'importe quelle entreprise financière, industrielle ou commerciale et prêter tous concours, que ce soit par des prêts, des garanties ou de toute autre manière.

La société peut emprunter sous toutes les formes et procéder à l'émission d'obligations.

D'une façon générale, elle peut prendre toutes mesures de contrôle et de surveillance et faire toutes opérations, financières, mobilières ou immobilières, commerciales et industrielles, qu'elle jugera utiles à l'accomplissement ou au développement de son objet.

Art. 3. La société est constituée pour une durée illimitée sauf le cas de dissolution.

Art. 4. La société prend la dénomination de e.g.n.d. S.à r.l..

Art. 5. Le siège social est établi à Capellen.

Il peut être transféré en toute autre localité du Grand-Duché de Luxembourg ou à l'étranger en vertu d'une décision de l'associé unique ou du consentement des associés en cas de pluralité d'eux.

Art. 6. Le capital social est fixé à la somme de QUINZE MILLE EUROS (€ 15.000.-), représenté par cent (100) parts sociales de CENT CINQUANTE EUROS (€ 150.-) chacune, qui ont été entièrement souscrites par Monsieur Christophe DELLA SIEGA, publicitaire, demeurant à L-8422 Steinfort, 47, rue de Hobscheid.

Art. 7. Le capital social pourra, à tout moment, être modifié dans les conditions prévues par l'article cent quatre-vingt-dix-neuf de la loi concernant les sociétés commerciales.

Art. 8. Chaque part sociale donne droit à une fraction proportionnelle au nombre des parts existantes de l'actif social ainsi que des bénéfices.

Art. 9. Les parts sociales ne peuvent être cédées entre vifs à des non-associés qu'avec l'agrément donné en assemblée générale des associés représentant au moins les trois quarts du capital social.

Les parts sociales ne peuvent être transmises pour cause de mort à des non-associés que moyennant l'agrément des propriétaires de parts sociales représentant les trois quarts des droits appartenant aux survivants.

Dans le cas de l'alinéa 2 le consentement n'est pas requis lorsque les parts sont transmises, soit à des héritiers réservataires, soit au conjoint survivant et, pour autant que les statuts le prévoient, aux autres héritiers légaux.

Les héritiers ou les bénéficiaires d'institutions testamentaires ou contractuelles qui n'ont pas été agréés et qui n'ont pas trouvé un cessionnaire réunissant les conditions requises, peuvent provoquer la dissolution anticipée de la société, trois mois après une mise en demeure signifiée aux gérants par exploit d'huissier et notifiée aux associés par pli recommandé à la poste.

Toutefois, pendant le dit délai de trois mois, les parts sociales du défunt peuvent être acquises, soit par les associés, sous réserve de la prescription de la dernière phrase de l'art. 199, soit par un tiers agréé par eux, soit par la société elle-même, lorsqu'elle remplit les conditions exigées pour l'acquisition par une société de ses propres titres.

Le prix de rachat des parts sociales se calcule sur la base du bilan moyen des trois dernières années et, si la société ne compte pas trois exercices, sur la base du bilan de la dernière ou de ceux des deux dernières années.

S'il n'a pas été distribué de bénéfice, ou s'il n'intervient pas d'accord sur l'application des bases de rachat indiquées par l'alinéa précédent, le prix sera fixé, en cas de désaccord, par les tribunaux.

L'exercice des droits afférents aux parts sociales du défunt est suspendu jusqu'à ce que le transfert de ces droits soit opposable à la société.

Les cessions de parts sociales doivent être constatées par un acte notarié ou sous seings privés.

Elles ne sont opposables à la société et aux tiers qu'après qu'elles ont été signifiées à la société ou acceptées par elle dans un acte notarié conformément à l'art. 1690 du Code civil.

Art. 10. Le décès de l'associé unique ou de l'un des associés, en cas de pluralité d'eux, ne met pas fin à la société.

Art. 11. Les créanciers, ayants droit ou héritiers de l'associé unique ou d'un des associés, en cas de pluralité d'eux, ne pourront pour quelque motif que ce soit faire apposer des scellés sur les biens et documents de la société.

Art. 12. La société est administrée par un ou plusieurs gérants, associés ou non, nommés et révoqués par l'associé unique ou par l'assemblée des associés. La société sera valablement engagée en toutes circonstances par la signature du ou des gérants agissant dans la limite de l'étendue de sa (leur) fonction telle qu'elle résulte de l'acte de nomination.

Art. 13. Le ou les gérants ne contractent en raison de leurs fonctions, 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.

Art. 14. L'associé unique exerce les pouvoirs attribués à l'assemblée des associés.

Les décisions de l'associé unique visées à l'alinéa qui précède sont inscrites sur un procès-verbal ou établies par écrit.

De même les contrats conclus entre l'associé unique et la société représentée par lui sont inscrits sur un procès-verbal ou établis par écrit.

Cette disposition n'est pas applicable aux opérations courantes conclues dans des conditions normales.

Art. 15. En cas de pluralité d'associés, chacun d'eux peut participer aux décisions collectives, quelque soit le nombre de parts qui lui appartiennent, dans les formes prévues par l'article 193 de la loi sur les sociétés commerciales.

Chaque associé a un nombre de voix égal au nombre de parts sociales qu'il possède et chaque associé peut se faire valablement représenter aux assemblées par un porteur de procuration spéciale.

Art. 16. L'année sociale commence le premier janvier et finit le trente-et-un décembre.

Chaque année, le trente-et-un décembre, les comptes sont arrêtés et le ou les gérants dressent un inventaire comprenant l'indication des valeurs actives et passives de la société, le bilan et le compte de profits et pertes, le tout conformément à l'article 197 de la loi du 18 septembre 1933.

Art. 17. Tout associé peut prendre au siège social de la société communication de l'inventaire et du bilan.

Art. 18. Les produits de la société constatés dans l'inventaire annuel, déduction faite des frais généraux et des amortissements constituent le bénéfice net.

Sur le bénéfice net il est prélevé cinq pour cent pour la constitution d'un fonds de réserve légale jusqu'à ce que celui-ci atteigne dix pour cent du capital social. Le solde est à la libre disposition des associés.

Art. 19. Lors de la dissolution de la société, la liquidation sera faite par un ou plusieurs liquidateurs, associés ou non, nommés par l'associé unique ou par les associés en cas de pluralité d'eux, qui en fixeront les pouvoirs et émoluments.

Art. 20. Pour tout ce qui n'est pas prévu dans les présents statuts, il est renvoyé aux dispositions légales.

Libération du capital social

Toutes les cent (100) parts sociales ont été libérées comme suit:

- jusqu'à concurrence du montant de CINQ MILLE CINQ CENT QUATRE-VINGT EUROS (€ 5.580.-) par un apport en nature consistant dans l'apport de quarante-cinq (45) parts sociales qu'il détient dans la société à responsabilité limitée PLAN K S.à r.l., avec siège social à L-8308 Capellen, 85-87, Parc d'Activités, inscrite au registre de commerce et des sociétés de Luxembourg sous le numéro B 116.880;

- jusqu'à concurrence du montant de SIX MILLE DEUX CENTS EUROS (€ 6.200.) par un apport en nature consistant dans l'apport de cinquante (50) parts sociales qu'il détient dans la société à responsabilité limitée ALVA DESIGN S.à r.l., avec siège social à L-8308 Capellen, 83, Parc d'Activités, inscrite au registre de commerce et des sociétés de Luxembourg sous le numéro B 164.555;

- jusqu'à concurrence du montant de TROIS MILLE DEUX CENT VINGT EUROS (€ 3.220.-) par un versement en espèces ainsi qu'il en a été justifié au notaire qui le constate expressément.

Déclaration

Le Souscripteur a déclaré qu'il est le seul propriétaire des parts apportées et que l'Apport est libre de tout privilège ou gage et qu'il n'existe aucune restriction à la cessibilité de l'Apport.

Le Souscripteur a déclaré avec la Société qu'il accomplira toutes les formalités relatives au transfert valable de l'Apport à la Société, et notamment dans le cadre des sociétés dont les titres sont apportés.

Preuve de l'existence et de la valeur de l'Apport a été donnée au notaire soussigné par la production des bilans des sociétés PLAN K S.à r.l. et ALVA DESIGN S.à r.l., préqualifiées, ainsi que de deux déclarations du mars 2014.

Une copie de ces documents, après avoir été signés "ne varietur" par le comparant et le notaire instrumentant, demeurent annexés au présent acte pour être enregistrés ensemble avec celui-ci.

Disposition transitoire

Le premier exercice commence le jour de sa constitution et se termine le 31 décembre 2014.

Evaluation

Les frais incombant à la société du chef des présentes sont évalués à environ mille cent Euros (€ 1.100.-).

Assemblée générale extraordinaire

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

1.- Est nommé gérant de la société pour une durée indéterminée:

Monsieur Christophe DELLA SIEGA, publicitaire, né à Luxembourg, le 5 octobre 1974, demeurant à L-8422 Steinfort, 47, rue de Hobscheid.

2.- La société est engagée en toutes circonstances par la signature individuelle du gérant.

3.- L'adresse de la société est fixée à L-8308 Capellen, 83, Parc d'Activités.

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

Et après lecture faite et interprétation donnée au comparant, connu du notaire instrumentant d'après ses nom, prénom, état et demeure, il a signé avec le notaire le présent acte.

Signé: C. DELLA SIEGA, Henri BECK.

Enregistré à Echternach, le 12 mars 2014. Relation: ECH/2014/492. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): J.-M. MINY.

POUR EXPEDITION CONFORME, délivrée à demande, aux fins de dépôt au registre de commerce et des sociétés.

Echternach, le 17 mars 2014.

Référence de publication: 2014039205/134.

(140045227) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mars 2014.

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

Siège social: L-1736 Senningerberg, 1B, Heienhaff.

R.C.S. Luxembourg B 160.347.

In the year two thousand and fourteen, on the twenty-ninth day of January.

Before Us, Maître Francis Kessler, notary residing in Esch/Alzette.

THERE APPEARED:

Angel Acquisition ApS, a limited liability company established under the laws of Denmark, having its registered office at c/o Radiometer Medical ApS, Åkandevej 21, 2700 Brønshøj, Denmark, and registered with the Danish Central Business Register under number 33 37 52 98 (the Sole Shareholder),

here represented by Ms. Sofia Afonso-Da Chao Conde, employee, with professional address at 5, rue Zénon Bernard, L-4030 Esch/Alzette, Grand-Duchy of Luxembourg,

by virtue of a proxy under private seal.

The said proxy, signed ne varietur by the proxyholder of the person appearing and the undersigned notary, will remain attached to the present deed to be filed with the registration authorities.

Such appearing party, through its proxyholder, has requested the undersigned notary to state that:

I. The appearing party is the sole shareholder of the private limited liability company (société à responsabilité limitée) existing in Luxembourg under the name of "BCK Holdings S.à r.l." (the Company), with registered office at 5, rue Guillaume Kroll L-1882 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 160347, incorporated by a deed of the undersigned notary of April 14, 2011, published in the Mémorial C, Recueil des Sociétés et Associations number 1499, of July 7, 2011, and whose bylaws have been last amended by a deed of the undersigned notary, dated July 27th, 2011, published in the Mémorial C, Recueil des Sociétés et Associations number 2352 du October 3rd, 2011.

II. The share capital is set at twelve thousand seven hundred Euros (EUR 12.700,00) represented by twelve thousand seven hundred (12.700) ordinary shares (the Shares) having a nominal value of one Euro (EUR 1,00) each.

III. The shareholders resolve, to transfer the registered office of the Company from 5, rue Guillaume Kroll, L-1882 Luxembourg to 1B, Heienhaff, L-1736 Senningerberg

IV. Pursuant to the above transfer of registered office, the first sentence of article 5 of the Company's articles of association is amended and shall henceforth read as follows:

" **Art. 5. first sentence.** The registered office of the Company is established in Senningerberg."

Costs

The expenses, costs, fees and charges of any kind whatsoever which will have to be borne by the Company as a result of these resolutions are estimated at one thousand three hundred Euros (EUR 1.300,00).

Declaration

The undersigned notary, who understands and speaks English, states herewith that on request of the above appearing person, 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 Esch/Alzette, on the day named at the beginning of this document.

The document having been read to the person appearing, she signed together with the notary the present deed.

Suit la traduction en langue française du texte qui précède.

L'an deux mille quatorze, le vingt-neuf janvier.

Par-devant Nous, Maître Francis Kessler, notaire de résidence à Esch s/ Alzette.

A COMPARU:

Angel Acquisition ApS, une société à responsabilité limitée de droit danois, ayant son siège social sis c/o Radiometer Medical ApS, Åkandevvej 21, 2700 Brønshøj, Danemark, enregistrée auprès du Registre du Commerce et des Sociétés danois sous le numéro 33 37 52 98 (l'Associé Unique),

ici représentée par Mme Sofia Afonso-Da Chao Conde, employée, avec adresse professionnelle au 5, rue Zénon Bernard, L-4030 Esch/Alzette, Grand-Duché de Luxembourg,

en vertu d'une procuration donnée sous seing privé.

Laquelle procuration restera, après avoir été signée ne varietur par le mandataire de la comparante et le notaire instrumentant, annexée aux présentes pour être formalisée avec elles.

Laquelle comparante, représentée comme indiqué ci-dessus, a requis le notaire instrumentant d'acter que:

I. La comparante est l'associé unique de la société à responsabilité limitée établie à Luxembourg sous la dénomination "BCK Holdings S.à r.l." (la Société), ayant son siège social au 5, rue Guillaume Kroll, L-1882 Luxembourg, enregistrée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 160347, constituée suivant acte du notaire instrumentant, reçu en date du 14 avril 2011, publié au Mémorial C, Recueil des Sociétés et Associations numéro 1499 du 7 juillet 2011, et dont les statuts ont été modifiés pour la dernière fois par acte du notaire instrumentant, en date du 27 juillet 2011, publié au Mémorial C, Recueil des Sociétés et Associations numéro 2352 du 03 octobre 2011.

II. Le capital social de la Société est fixé à douze mille sept cents Euros (EUR 12.700,00), représenté par douze mille sept cents (12.700) parts sociales ordinaires d'une valeur nominale d'un Euro (EUR 1,00) chacune.

III. Les associés décident de transférer le siège social de la Société du 5, rue Guillaume Kroll, L-1882 Luxembourg, au 1B, Heienhaff, L-1736 Senningerberg

IV. Suite au transfert du siège social ci-dessus, la première phrase de l'article 5 des statuts de la Société est modifié pour avoir désormais la teneur suivante:

" **Art. 5. premier phrase.** Le siège social de la Société est établi à Senningerberg.

Frais

La comparante a évalué le montant des frais, dépenses, rémunérations et charges, sous quelque forme que ce soit, qui incombent à la Société ou qui sont mis à sa charge à raison des présentes à environ mille trois cents Euros (EUR 1.300,00).

Le notaire soussigné, qui a personnellement la connaissance de la langue anglaise, déclare que la comparante 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 Esch/Alzette, Grand-Duché de Luxembourg, date qu'en tête des présentes.

Et après lecture faite et interprétation donnée au mandataire de la comparante, celle-ci a signé le présent acte avec le notaire.

Signé: Conde, Kessler.

Enregistré à Esch/Alzette Actes Civils, le 07 février 2014. Relation: EAC/2014/2018. Reçu soixante-quinze euros 75,00 €.

Le Receveur ff. (signé): M. Halsdorf.

POUR EXPEDITION CONFORME.

Référence de publication: 2014039310/82.

(140045542) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mars 2014.

Threadneedle Asset Management Holdings Sàrl, Société à responsabilité limitée.

Siège social: L-1273 Luxembourg, 19, rue de Bitbourg.

R.C.S. Luxembourg B 143.975.

In the year two thousand and fourteen, on the twenty-fifth of February.

Before us, Maître Carlo WERSANDT, notary residing in Luxembourg, Grand Duchy of Luxembourg

THERE APPEARED:

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

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

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

All being corporate units holders of the Company (the “Corporate Units Holders”). The Corporate Units Holders are hereby represented by Alexandre GOBERT, Avocat à la Cour, residing professionally at Luxembourg, by virtue of three proxies given under private seal.

The said proxies, initialled *ne varietur* by the proxyholder of the appearing parties and the notary, shall remain annexed to this deed to be filed at the same time with the registration authorities.

Such appearing parties, represented as stated here above, have requested the undersigned notary to enact that the Corporate Units Holders hold together the entirety of the corporate capital of Threadneedle Asset Management Holdings S.à r.l., a société à responsabilité limitée, registered with the Luxembourg Trade and Companies Register section B under number 143975, incorporated pursuant to a deed of the undersigned notary, on 17 December 2008, published in the Mémorial C, Recueil des Sociétés et Associations dated 30 January 2009, number 208, whose articles of association have been amended for the last time pursuant to a deed of the undersigned notary, on 30 March 2012, published in the Mémorial C, Recueil des Sociétés et Associations dated 18 May 2012, number 1244 (the “Company”).

The meeting may validly deliberate and decide on all subjects mentioned on the agenda.

The Corporate Units Holders decide to deliberate on the points of the following agenda:

Agenda

1. Reduction of the share capital of the Company by an amount of fifteen thousand eighty-eight point nine one five British Pounds Sterling (GBP 15,088.915) in order to reduce it from its present amount of nine hundred sixteen thousand one hundred forty-two point eighty-four British Pounds Sterling (GBP 916,142.84) to nine hundred one thousand fifty-three point nine two five British Pounds Sterling (GBP 901,053.925) by repurchase and cancellation of ten million three hundred eighty-nine thousand six hundred thirty (10,389,630) E09 corporate units and four million six hundred ninety-nine thousand two hundred eighty-five (4,699,285) E10 corporate units, having a nominal value of a thousandth of British Pounds Sterling (GBP 0.001) each.

2. Amendment of the first paragraph of article 5 of the Company’s articles of association.

3. Restatement of the articles of association of the Company in order to delete all references to E09 corporate units and E10 corporate units.

4. Appointment of Ms Ann Roughead, as manager of the Company, with effect from receipt of the necessary consent from the UK Financial Conduct Authority, until the ordinary general meeting of the corporate units holders to be held in 2014.

5. Approval and renewal of non-executive managers’ contracts as presented to the meeting.

6. Miscellaneous.

In compliance with the articles of association of the Company, AMERIPRISE owns ALL and WHOLE of the A ordinary corporate units of the Company and is the usufruct of ALL and WHOLE of the T, D, E09, E10 and E11 corporate units of the Company which allows AMERIPRISE, in compliance with the Articles 7.3 and 8.4 of the articles of association of the Company, to take part alone to the vote (the “Voting Corporate Units Holder”).

On the basis of the agenda, the Voting Corporate Units Holder takes the following resolutions.

First resolution

The Voting Corporate Units Holder, represented as stated here above, resolves to reduce the share capital of the Company by an amount of fifteen thousand eighty-eight point nine one five British Pounds Sterling (GBP 15,088.915) in order to reduce it from its present amount of nine hundred sixteen thousand one hundred forty-two point eighty-four British Pounds Sterling (GBP 916,142.84) to nine hundred one thousand fifty-three point nine two five British Pounds Sterling (GBP 901,053.925) by repurchase and cancellation of ten million three hundred eighty-nine thousand six hundred thirty (10,389,630) E09 corporate units and four million six hundred ninety-nine thousand two hundred eighty-five (4,699,285) E10 corporate units, having a nominal value of a thousandth of British Pounds Sterling (GBP 0.001) each.

As a consequence of the cancellation of the shares, the shareholders shall receive an amount of one point zero seven British Pounds Sterling (GBP 1.07) for each E09 corporate units cancelled which they held and an amount of one point zero seven British Pounds Sterling (GBP 1.07) for each E10 corporate units cancelled which they held.

All power is given to the board of managers of the Company to execute, for and on behalf of the Company, all documents, agreements, certificates, instruments and to do everything necessary or simply useful in relation with the repurchase and cancellation of the above-mentioned E09 corporate units and E10 corporate units.

Second resolution

The Voting Corporate Units Holder resolves to amend the first paragraph of article 5 of the articles of association of the Company so as to reflect the capital increase.

Consequently, the first paragraph of Article 5 of the articles of association of the Company will henceforth have the following wording:

” **Art. 5.** The issued and subscribed corporate capital of the Company is set at nine hundred one thousand fifty-three point nine two five British Pounds Sterling (GBP 901,053.925) represented by nine hundred one million fifty-three thousand nine hundred twenty-five Corporate Units (901,053,925), being the addition of:

Class of Corporate Units	Amount	Nominal value
A Ordinary Corporate Units	Eight hundred seventy-five million (875,000,000.-)	GBP 0.001
T Corporate Unit	One (1)	GBP 0.001
D Corporate Units	Five million one hundred forty-three thousand nine hundred thirteen (5,143,913)	GBP 0.001
E11 Corporate Units	Ten million seven hundred fifty thousand eight hundred sixty-three (10,750,863)	GBP 0.001
E12 Corporate Units	Ten million one hundred fifty-nine Thousand one hundred forty-eight (10,159,148)”	GBP 0.001

Third resolution

The Voting Corporate Units Holder resolves to fully restate the articles of association of the Company so as to read as follows:

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

Art. 1.1. Definitions. The words and expressions used in the present articles of association (“Articles of Association” or “Articles”) shall have the following meaning:

“Accounts” the consolidated financial accounts of the group of the companies of which the Company is the parent prepared on a consistent basis and in accordance with generally accepted Luxembourg accounting principles and comprising a balance sheet, a profit and loss account and the notes to the accounts;

“Acquisition Date” (a) in relation to a Series Corporate Unit comprised in a particular class of Series Corporate Units, the date of first issue of Corporate Units of that class to the Nominee on behalf of an Employee or Employees even if different from the actual date of issue or acquisition of that Series Corporate Unit); and

(b) in relation to each D Corporate Unit, the date on which such Corporate Unit is first issued or transferred to the Nominee on behalf of an Employee;

“A Corporate Unit” an Ordinary Corporate Unit held by the A Corporate Unit Holder;

“A Corporate Units Holder” Ameriprise Financial, Inc., or any successors or assigns thereof;

“Aggregate D Corporate Units Notional Value” or “ADNV” the notional amount derived by multiplying the number of D Corporate Units in issue as at the date for which FMV needs to be determined by 1/332,000,000 of the Value as at that date;

“Bad Leaver” any employee who ceases to be an Employee for any reason whatsoever prior to:

a) in respect of D Corporate Units, the day specified in sub-clause (a) of the definition of D Vesting Date; and

b) in respect of Series Corporate Units, the applicable Usufruct Dividend Transfer Date:

whether, in either case, such cessation occurs lawfully or not, other than circumstances in which he would be a D Good Leaver or a Series Good Leaver (as the case may be);

“Bad Leaver/Very Bad

Leaver Option Price” Nominal Value per Corporate Unit;

“Beneficial Interest” all that the beneficial interest and entitlement in D Corporate Units and Series Corporate Units from time to time other than any subsisting rights or interests reserved to the Usufruct in accordance with Article 8;

“Beneficial Owner” in respect of a D Corporate Unit and/or a Series

Corporate Unit, the person who owns the Beneficial Interest therein from time to time (being in relation to Beneficial Interests of Employees, former Employees and Spouses, the individual for whom the Nominee is holding the Legal Title of such Corporate Unit as nominee);

“Blocked Period” in respect of Series Corporate Units, other than those of;

(a) a Deceased Series Leaver;

(b) a Bad Leaver who is not a Vested Series Good Leaver in respect of those Series Corporate Units;

(c) a Very Bad Leaver:

the period beginning on the earlier of:

(i) the Usufruct Dividend Transfer Date applicable to that class of Series Corporate Units; and

(ii) the Cessation Date of a Series Good Leaver (unless a Deceased Series Leaver) or Vested Series Good Leaver;

and ending (in either case) on 1 March next following the Usufruct Dividend Transfer Date applicable to that class of Series Corporate Units;

“Board” the board of managers of the Company or a duly constituted subcommittee of the Board pursuant to Article 20 of the Articles of Association or, in respect of Articles 9 and 10, a committee appointed by the Board for the purpose of operating and administering such Articles;

“Board’s Committee(s)” duly constituted subcommittees designated by the Board or, in respect of Articles 9 and 10, a committee appointed by the Board for the purpose of operating and administering such Articles. The Board may appoint and remove members of any such committee or committees as it determines from time to time;

“Business Day” any day from Monday to Friday inclusive which is not a statutory bank holiday in Luxembourg;

“Cessation Date” the date on which an Employee ceases to be an Employee;

“Company” Threadneedle Asset Management Holdings Sàrl;

“Companies’ Law” the Luxembourg law of August 10, 1915 on commercial companies, as amended;

“Control” in the meaning of article 309 of the Companies’ Law, the direct or indirect holding of the majority of voting rights in the Company or the direct or indirect power to exert a predominant influence on the Company;

“Corporate Units” the corporate units of the Company within the meaning of article 179 of the Companies Law collectively or separately as the context may require;

“Corporate Units Holder” a holder of Corporate Units (which, as the context requires, means the Nominee holding the Legal Title of a Corporate Unit on behalf of the Beneficial Owner and/or the Beneficial Owner of that Corporate Unit);

“Corporate Units’

Purchase Agreement” a Corporate Units purchase and transfer agreement under the form of a private deed entered into between the seller/transferor and the purchaser/transferee of Corporate Units of the Company in conformity with the Companies’ Law and governed by Luxembourg law;

“Date of Receipt” subject to evidence of the contrary:

(a) three Business Days after the day of sending of any notice in accordance with the Articles in course of post; or

(b) the Business Day of sending any notice in accordance with the Articles by way of electronic mail during normal business hours (9 am to 5.30pm) in the United Kingdom or the next following Business Day in the event that the day of sending electronic mail is not a Business Day or the e mail is sent outside normal United Kingdom business hours on the preceding Business Day; or

(c) the Business Day on which details of any notice or information in accordance with the Articles is entered onto the Share Plan Website and access (including any relevant password) has been provided or made available to a person interested in such notice or information, or the next following Business Day in the event that either the day of the provision of access details and/or access availability is not a Business Day or the provision of access details and/or access availability are first provided outside normal business hours on a Business Day;

“D Corporate Units” the issued D Corporate Units in the corporate capital of the Company;

“Deceased Series Leaver” a Beneficial Owner of Series Corporate Units who ceases Employment as a result of his death;

“D Good Leaver” a Beneficial Owner of D Corporate Units (other than a Vested D Good Leaver) who ceases to be an Employee for one of the following reasons prior to the date specified in sub-clause (a) of the definition of D Vesting Date:

(a) disability within the meaning of section 1 of the Disability Discrimination Act 1995 of the United Kingdom;

(b) redundancy within the meaning of section 139 of the Employment Rights Act 1996 of the United Kingdom;

(c) retirement at the normal retirement age;

(d) early retirement with the agreement of the company; which employs him; or

(e) death;

“D Good Leaver Put Option Period” prior to a Listing:

a) where a Beneficial Owner of D Corporate Units is a D Good Leaver or a Vested D Good Leaver in respect of those D Corporate Units, at the election of such Beneficial Owner unless (c) below applies, either:

(i) the period of 60 days beginning on and including the Cessation Date, unless the Cessation Date falls in January or February in a calendar year; or

(ii) the D Put Option Period next following the Cessation Date unless the Cessation Date falls in January or February in a calendar year;

(b) Where a Beneficial Owner of D Corporate Units is a D Good Leaver or a Vested D Good Leaver in respect of those D Corporate Units, whose Cessation Date falls in January or February in a calendar year at the election of such D Corporate Unit Holder unless (c) below applies, either:

(i) the period of 60 days beginning on the date on which the Put Option Price for the next following D Put Option Period is announced; or

(ii) the D Put Option Period in the calendar year next following the calendar year in which the Cessation Date falls;

(c) Notwithstanding (a) and (b) above, in the event that the Cessation Date of such a Beneficial Owner is within the same calendar year as the calendar year in which the sixth anniversary of the Acquisition Date falls, then the Beneficial Owner shall not be able to elect as specified and the D Good Leaver Put Option Period shall be as specified in (i) of each of (a) and (b) save that the references to 60 days shall be deemed to be references to 30 days;

“D Put Option Period” prior to a Listing the period of 30 days beginning on each D Put Option Period Commencement Date;

“D Put Option Period prior to a Listing:

Commencement Date” (a) the day that is seven (7) calendar days after the day on which the general meeting of the Company’s Corporate Unit Holders approve the Accounts for the previous financial year; or if later

(b) the day that is seven (7) calendar days after the date on which the Put Option Price as at 28 February (or 29 February in the case of bissextile years) in a calendar year is determined;

“D Good Leaver Put Option prior to a Listing:

Price” (a) in respect of each D Corporate Unit in respect of which the T Purchase Date occurs prior to the sixth anniversary of the 1st July immediately following its Acquisition Date, 1/332,000,000 of the Value as at

(i) for a Beneficial Owner who is a D Good Leaver or a Vested D Good Leaver who has:

(aa) either elected under (a) (i) of the definition of D Good Leaver Put Option Period or where (c) of that definition applies, the Value as at 28 February (or 29 February in the case of bissextile years) immediately preceding the Cessation Date; or

(bb) elected under (a) (ii) of the definition of D Good Leaver Put Option Period, the Value as at 28 February (or 29 February in the case of bissextile years) next following the Cessation Date; or

(cc) elected under (b) (i) of the definition of D Good Leaver Put Option Period or where (c) of that definition applies, the Value as at 28 February (or 29 February in the case of bissextile years) in the calendar year in which the Cessation Date falls; or

(dd) elected under (b) (ii) of the definition of D Good Leaver Put Option Period, the Value as at 28 February (or 29 February in the case of bissextile years) in the calendar year next following the calendar year in which the Cessation Date falls;

(b) in respect of each D Corporate Unit in respect of which the T Purchase Date occurs on or after the sixth anniversary of the 1st July immediately following its Acquisition Date, the Nominal Value;

“D Vesting Date” in respect of each D Corporate Unit the earlier of:

(a) the third anniversary of 28 February in the calendar year in which the Acquisition Date of that D Corporate Unit falls; and

(b) the Cessation Date of a Good Leaver who is the Beneficial Owner of that D Corporate Unit;

“Employee” any employee or manager of the Company or a Subsidiary of the Company and the expression “Employment” and related expressions shall have a similar meaning;

“Employee Corporate Unit Series” any classes of Corporate Units which may be issued from time to time in accordance with Article 5.3 (but for the avoidance of doubt not including D Corporate Units) to the Nominee on behalf of Employees (as Beneficial Owners) after the date of adoption of the Articles as are in issue from time to time (whether held by or on behalf of Employees or former Employees or the Spouses of Employees or Former Employees or not);

“FMV” on any date prior to a Listing for which FMV of a Series Corporate Unit is to be determined, the result of the following formula:

$$FMV = (V - ADNV) / (Total CU - DCU)$$

Where:

1. “V” is the Value as at that date;

2. “ADNV” is the Aggregate D Corporate Units Notional Value as at that date;

3. “Total CU” is the total number of Corporate Units (for the avoidance of doubt including Corporate Units of all classes other than the T Corporate Unit) in issue at that date; and

4. “DCU” is the total number of D Corporate Units in issue at that date;

“Series Good Leaver” a Beneficial Owner of Series Corporate Units who ceases to be an Employee prior to the Usufruct Dividend Transfer Date for one of the following reasons:

(a) disability within the meaning of section 1 of the Disability Discrimination Act 1995 of the United Kingdom;

(b) redundancy within the meaning of section 139 of the Employment Rights Act 1996 of the United Kingdom;

(c) retirement with the agreement of the company which employs him; or

(d) death.

“Good Leaver Put Exercise Notice” prior to a Listing, a notice served by a Beneficial Owner who is a D Good Leaver or Series Good Leaver or a Vested D Good Leaver or a Vested Series Good Leaver in respect of Vested Corporate Units in accordance with Article 9.2 or Article 10.1 (as the context requires);

“in writing” includes typing, printing and other modes of representing or reproducing words in a legible form capable of being reproduced on paper, and expressions referring to in writing are construed accordingly;

“Leaver” a D Good Leaver, a Vested D Good Leaver, a Series Good Leaver, a Vested Series Good Leaver, a Bad Leaver or a Very Bad Leaver as the context requires;

“Legal Title” the legal title (nue-propriété) of Corporate Units being all rights and interests kept by the Corporate Unit Holder over their Corporate Units other than any rights and interests reserved in respect of those Corporate Units to the Usufructuror in accordance with Articles 7 and 8;

“Listing” subject to the prior fulfillment of the Luxembourg legal requirements, the admission of Corporate Units of any class of the corporate capital of the Company (or of ordinary shares in a company established by the Company for the purpose of such admission) to the official list of a listing authority;

“Nominal Value” the nominal value per Corporate Unit set out in the Articles of Association of the Company;

“Nominee” a Corporate Unit Holder whose holding of Corporate Units is held on behalf of an Employee, former Employee or the Spouse of either as nominee and bare trustee;

“Ordinary Corporate Units” as used in these Articles, means the Ordinary Corporate Units representing the corporate capital of the Company, (comprising the A Corporate Units, the D Corporate Units, the T Corporate Unit and any further ordinary Corporate Units which may be issued in accordance with Article 5.3) which are from time to time in issue, collectively or separately as the context may require;

“Parent” has the meaning given in article 309 of the Companies’ Law;

“Personal Representatives” the legal personal representatives of a person (being either the executors of his will to whom a valid grant of probate has been made or, if he dies intestate, the duly appointed administrator(s) of his estate or such other person unanimously approved by the Board) who have provided to the Company evidence of their appointment as such;

“Put Exercise Notice” prior to a Listing, the notice or notices served by a Beneficial Owner of:

- (a) D Corporate Units who is not a Leaver in accordance with Article 9.1; or
- (b) Series Corporate Units in accordance with Article 10.1;

“Put Option Price” prior to a Listing, in respect of each:

- (a) D Corporate Unit other than a D Corporate Unit held for a Leaver, 1/332,000,000 of the Value as at the 28 February (or 29 February in the case of bissextile years) immediately preceding the service of a Put Exercise Notice;
- (b) each Series Corporate Unit other than one held for a Deceased Series Leaver, FMV as at the 28 February (or 29 February in the case of bissextile years) immediately preceding the end of the relevant Blocked Period;

“Series Corporate Unit” a Corporate Unit comprised in the Employee Corporate Unit Series and the words “Series Corporate Unit Holder”, “Vested Series Corporate Unit” and related expressions shall be construed accordingly;

“Series Good Leaver Vesting Date” the Cessation Date of a Beneficial Owner of Series Corporate Units who is a Good Leaver;

“Series Put Option Periods” prior to a Listing, in respect of a Series Corporate Unit other than one held for a Deceased Series Leaver, the following periods:

- (a) the period beginning on 17 March in the calendar year in which the Blocked Period attributable to that Series Corporate Unit ends or such earlier date (not being earlier than 2 March in that calendar year) or later day in March of that calendar year as the Board may by notice in writing specify and ending on (but including) 24 March or such earlier or later day (not being later than 4 April in that calendar year) as the Board may by notice in writing specify; and
- (b) the period beginning on 6 April in the calendar year in which the Blocked Period attributable to that Series Corporate Unit ends and ending on (but including) 10 April in that calendar year or such later date (not being later than 15 April in that calendar year) as the Board may by notice in writing specify;

“Series Vesting Date” in respect of a Series Corporate Unit the earlier of:

- (a) the applicable Usufruct Dividend Transfer Date (being 30 August in the calendar year in which the second anniversary of the Acquisition Date in respect of the relevant class of Series Corporate Units falls); and
- (b) the Series Good Leaver Vesting Date;

“Share Plan Website” the online share administration system through which information in relation to matters in respect of Corporate Units held by the Nominee on behalf of Beneficial Owners is made available and through or via which Beneficial Owners and/or the Nominee and/or the T Corporate Unit Holder and/or the Board may serve notices in accordance with the Articles;

“Spouse” a husband or wife of a Beneficial Owner or a partner of a Beneficial Owner where “partner” has the meaning ascribed to it in the Civil Partnership Act 2004 of the United Kingdom;

“Subsidiary” as defined by article 309 of the Companies’ Law;

“T Call Notice” a notice served by the T Corporate Unit Holder in accordance with Articles 9 or 10;

“T Call Option Period” (a) prior to a Listing;

(i) in respect of each Vested D Corporate Unit of a Beneficial Owner who is an Employee (and not a Leaver), the ongoing period beginning on the last day of the D Put Option Period in the calendar year in which the sixth anniversary of the Acquisition Date falls;

(ii) in respect of each Vested D Corporate Unit of a former Employee Beneficial Owner who is a D Good Leaver or a Vested D Good Leaver:

(aa) if (c) of the definition of D Good Leaver Put Option applies the ongoing period beginning on the first day of the D Good Leaver Put Option Period in (a)(i) or (b)(i) of the definition thereof as applicable; or

(bb) in any other case the ongoing period beginning on the first day of the D Good Leaver Put Option Period in (a)(ii) or (b)(ii) of the definition thereof as applicable;

(iii) in respect of each Vested Series Corporate Unit other than one held for a Deceased Series Leaver the ongoing period beginning on 6 April in the calendar year in which the Blocked Period attributable to that Vested Series Corporate Unit ends or such earlier date (but not earlier than 2 March in that calendar year) as the Board may by notice in writing specify;

(iv) in respect of a Vested Series Corporate Unit held for a Deceased Series Leaver the ongoing period beginning on the date of his death;

(b) before and after a Listing:

(i) in respect of a D Corporate Unit of a former Employee Beneficial Owner who is:

(aa) a Bad Leaver whose Cessation Date preceded the day specified in (a) of the definition of D Vesting Date in respect of that D Corporate Unit;

(bb) a Very Bad Leaver (regardless of the Cessation Date)

the ongoing period beginning on the Cessation Date; ii) in respect of a Series Corporate Unit of a Beneficial Owner who is:

(aa) a Bad Leaver whose Cessation Date preceded the applicable Usufruct Dividend Transfer Date in respect of that Corporate Unit;

(bb) a Very Bad Leaver (regardless of the Cessation Date or whether the individual is a Leaver

the ongoing period beginning on the earlier of the Cessation Date and the date on which an Employee becomes a Very Bad Leaver within sub clause (b) of the definition of Very Bad Leaver;

“T Call Option Price” (a) prior to a Listing:

(i) in respect of a Vested D Corporate Unit of a Beneficial Owner who is not a Leaver;

(aa) if a T Call Notice is served prior to 1 July in the calendar year in which the sixth anniversary of the Acquisition Date of that Vested D Corporate Unit falls, 1/332,000,000 of the Value as at 28 February (or 29 February if it is a bissextile year) in that calendar year; or

(bb) if a T Call Notice is served on or after 1 July in the calendar year in which the sixth anniversary of the Acquisition Date falls, Nominal Value;

(ii) in respect of a Vested D Corporate Unit of a Beneficial Owner who is a D Good Leaver or a Vested D Good Leaver the relevant D Good Leaver Put Option Price for the D Good Leaver Put Option Period in respect of which the relevant T Call Option Period specified in (b) of the definition thereof begins;

(iii) in respect of each Vested Series Corporate Unit (of any class) of a Beneficial Owner who is an Employee (but not a Very Bad Leaver) or is a Series Good Leaver (including a Deceased Series Leaver) or a Vested Series Good Leaver (but in the case of a Vested Series Good Leaver only in respect of Series Corporate Units which had Vested prior to his Cessation Date), FMV as at 28 February (or 29 February in the case of bissextile years) immediately preceding the service of a T Call Notice in respect of such Vested Series Corporate Units;

(b) before and after a Listing, in respect of each Corporate Unit (of any class) of a Beneficial Owner who is a Bad Leaver (subject to the proviso below) or a Very Bad Leaver, Nominal Value (provided in the case of a Bad Leaver who is not and does not become a Very Bad Leaver, Nominal Value shall be the T Call Option Price only in respect of his D Corporate Units or Series Corporate Units which had not already Vested prior to his Cessation Date);

“T Corporate Unit Holder” the holder of the T Corporate Unit from time to time;

“T Corporate Unit” the Corporate Unit described in Article 7;

“Termination for Cause” means the cessation of Employment of an Employee as a result of:

(a) the willful and continued failure of that Employee to perform substantially his duties with the Company or Subsidiary of the Company (other than any such failure resulting from incapacity due to physical or mental illness), after a written demand for substantial performance is delivered to that Employee by the Company or the Subsidiary of the Company which employs that Employee that specifically identifies the alleged manner in which that Employee has not substantially performed his duties; or

(b) the willful engaging by that Employee in illegal conduct or gross misconduct that is materially and demonstrably injurious to the Company or any Subsidiary or Parent of the Company.

For the purposes of the above no act or failure to act on the part of an Employee shall be considered “willful” unless it is done, or omitted to be done, by that Employee in bad faith or without reasonable belief that his action or omission was in the best interests of the Company or any Subsidiary or Parent of the Company;

“T Purchase Date” the date on which the T Corporate Unit Holder purchases a Corporate Unit as specified in and in accordance with Articles 9 or 10;

“UK” the United Kingdom of Northern Ireland and Great Britain;

“Usufruct” Ameriprise Financial, Inc., or any transferees, successors or assigns thereof;

“Usufruct Dividend Transfer Date” in respect of a Series Corporate Unit, 30 August in the calendar year in which the second anniversary of the Acquisition Date in respect of the relevant class of Series Corporate Units falls;

“Value” prior to a Listing, the value of the Company determined by an independent expert appointed by the Board;

“Very Bad Leaver” (a) any person who ceases to be an Employee prior to the T Purchase Date (whether before or after the relevant D Vesting Date or Series Vesting Date attributable to his Corporate Units) as a result of Termination for Cause; or

(b) In respect of any class of Series Corporate Units a person (whether still in Employment or not) who:

(i) is sentenced by a Court (whether of Luxembourg, the United Kingdom or any other country) to a custodial sentence (which shall for these purposes include a suspended custodial sentence) as a result of conduct relating to his Employment or former Employment; or

(ii) is disciplined for a serious failure by a competent authority in relation to investments and/or related regulatory and compliance matters relating to his Employment or former Employment;

in the case of (i) or (ii) before the earlier of:

(aa) the T Purchase Date; and

(bb) the day preceding the fifth anniversary of the date of his actual acquisition (directly or via a Nominee) of Series Corporate Units of that class;

“Vested Series Corporate Units Holder” the Beneficial Owner of Vested Corporate Units comprised in the Employee Corporate Unit Series;

“Vested D Corporate Units Holder” the Beneficial Owner of Vested D Corporate Units;

“Vested D Good Leaver” a Beneficial Owner of Vested D Corporate Units whose Employment ceases for any reason other than Termination for Cause and whose Cessation Date falls after the Vesting of D Corporate Units held by him as Beneficial Owner, provided that the Vested D Good Leaver provisions shall apply in respect of:

(a) all of the D Corporate Units in respect of which he is Beneficial Owner if he ceased Employment (before or after the date specified in sub-clause (a) of the definition of D Vesting Date) for one of the reasons specified in sub clauses (a) to (e) of the definition of D Good Leaver; or

(b) if he is a Bad Leaver (but not a Very Bad Leaver) such (if any) D Corporate Units in respect of which he is Beneficial Owner which had already Vested prior to his Cessation Date;

“Vested Series Good Leaver” a Beneficial Owner of Series Corporate Units whose employment ceases for any reason other than Termination for Cause, who is not and does not become a Very Bad Leaver and whose Cessation Date falls after the Vesting of such Series Corporate Units, provided that the Series Good Leaver provisions shall apply in respect of all of such Series Corporate Units of which he is Beneficial Owner if he ceases Employment before the Usufruct Dividend Transfer Date for one of the reasons specified in sub clauses (a) to (e) of the definition of Series Good Leaver;

“Vesting” in relation to:

(a) a Series Corporate Unit the Beneficial Owner thereof being:

(i) an Employee (and not a Very Bad Leaver who is still in Employment) on the Usufruct Dividend Transfer Date; or

(ii) a Good Leaver in respect of that Series Corporate Unit;

(b) a D Corporate Unit, the Beneficial Owner thereof becoming entitled to exercise his rights to sell his Beneficial Interest in that D Corporate Unit and to direct the Nominee to transfer the Legal Title thereof to the T Corporate Unit Holder in accordance with the provisions of these Articles;

and the words “Vest” and “Vested” and related expressions shall be construed in relation to both (a) and (b) above accordingly.

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

(a) words denoting the singular shall include the plural and vice versa;

(b) words importing a gender shall include every gender;

(c) references to a person shall include bodies corporate and unincorporated and any successors or assignees;

(d) reference to any enactment or statutory provision shall be construed to include a reference to that enactment or provision as from time to time amended, re-enacted or replaced and shall include any subordinate legislation made under the enactment;

(e) headings are provided for reference only and shall not be considered as part of the Articles; and

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

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

Art. 2. Form-Corporate name - duration.

2.1 Corporate Name

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

2.2 Duration

The Company is established for an unlimited period.

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

3.1 Registered office

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

3.2 Transfer of Registered Office

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

3.3 Branches and offices

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

(b) 3.4 Provisional Transfer

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

Art. 4. Corporate object. The object of the Company is the taking of participating interests, in any form whatsoever, in other companies either Luxembourg or foreign, as well as the ownership, management and development of such participating interests.

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

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

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

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

Title III. - Corporate capital - Corporate Units

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

5.1 Issued and subscribed corporate capital

The issued and subscribed corporate capital of the Company is set at nine hundred one thousand fifty-three point nine two five British Pounds Sterling (GBP 901,053.925) represented by nine hundred one million fifty-three thousand nine hundred twenty-five Corporate Units (901,053,925), being the addition of:

Class of Corporate Units	Amount	Nominal value
A Ordinary Corporate Units	Eight hundred seventy-five million (875,000,000)	GBP 0.001
T Corporate Unit	One (1)	GBP 0.001
D Corporate Units	Five million one hundred forty-three thousand nine hundred thirteen (5,143,913)	GBP 0.001

E11 Corporate Units	Ten million seven hundred fifty thousand eight hundred sixty-three (10,750,863)	GBP 0.001
E12 Corporate Units	Ten million one hundred fifty-nine thousand one hundred forty-eight (10,159,148)	GBP 0.001

5.2 Ordinary Corporate Units

The corporate capital of the Company is exclusively represented by Ordinary Corporate Units which may be under the form of A Corporate Units, the T Corporate Unit, D Corporate Units and any other denominated categories of Ordinary Corporate Units which may be issued from time to time hereafter.

5.3 Issuance of additional Ordinary Corporate Units

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

5.4 Registration of the Corporate Units

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

Art. 6. A Corporate Units. The A Corporate Units shall be held at any time by the A Corporate Units Holder which shall be fully entitled to all rights created by the holding of such A Corporate Units.

Art. 7. T Corporate Unit.

7.1. General

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

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

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

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

7.2. Legal title

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

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

7.3. Usufruct

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

At all times during the whole lifetime of the Company, the Usufructur shall exclusively possess and be entitled to enjoy any and all voting rights in the Company in relation to the T Corporate Unit. In all respects, such voting rights belonging to the Usufructur shall rank *pari passu* with the same rights applying to the A Corporate Units in favor of the A Corporate Units Holder.

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

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

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

7.4. Registration of the T Corporate Unit

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

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

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

8.1. Scope

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

8.2. General

In addition to the A Corporate Units and, as the case may be, the T Corporate Unit, the Corporate Units representing the corporate capital of the Company may include D Corporate Units having a Nominal Value of GBP 0.001 each and other classes of Corporate Units which may be issued or created in accordance with Article 5.3 and issued and transferred to the Nominee for and on behalf of Employees.

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

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

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

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

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

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

- each of the Series Corporate Units shall be split, as from their issuance, as between Legal Title on the one hand, and usufruct rights, on the other hand;
- the Company shall only issue Series Corporate Units to the Nominee for an Employee, and only upon terms that the Nominee shall hold:
 - such Series Corporate Units as follows: as detailed in Articles 8.3 to 8.5 (inclusively), the voting rights (save only any voting rights in accordance with Article 11.1.2 arising in respect of a class meeting relating to a class of Series Corporate Units at which a resolution effecting an adverse variation(s) of the class rights of that class of Series Corporate Units is proposed) shall belong beneficially to the Usufructor until the transfer of the Usufructor's voting rights to such Series Corporate Units Holders, if at all. The dividend rights in respect of each such Series Corporate Unit shall belong bene-

officially to the Usufructuary until the earlier of (i) the transfer of the Usufructuary's dividend rights to the Series Corporate Unit Holder or as the case may be to the Beneficial Owners of the Series Corporate Unit Holders in accordance with Article 8.5.2 (a) or Article 8.5.2.(b) and (ii) the Usufruct Dividend Transfer Date. Subject only to those usufruct interests and rights the Beneficial Interest in the Series Corporate Units and all rights attaching thereto shall be held for and belong beneficially to the Employee or former Employee or the Spouse of either for whom the Nominee is acting as nominee until such time as there is a transfer of the Beneficial Interest in the Series Corporate Units by the Beneficial Owner to the T Corporate Unit Holder in accordance with Article 10; and

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

8.3. Legal title

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

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

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

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

8.4. Usufruct

8.4.1 D Corporate Units

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

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

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

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

8.4.2 Series Corporate Units

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

(a) At all times prior to the Usufruct Dividend Transfer Date of a Series Corporate Unit during the lifetime of the Company, however subject to the rights set out in Articles 8.5.2 and 10 below, usufruct on that Series Corporate Unit shall entitle the Usufructuary to the exclusive right to any and all payment of dividends or rights to dividends declared or distributed by the Company as well as to any other pecuniary rights generated by any kind of profit, income or revenue due to the Company's Corporate Units Holders or distributed by the Company to the Company's Corporate Units Holders. In all respects, subject to sub- Article (c) below, the relevant pecuniary rights belonging to the Usufructuary shall rank *pari passu* with the same rights applying to the A Corporate Units in favor of the A Corporate Units Holder;

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

income or revenue due on or in respect of that Series Corporate Unit or distributed by the Company to the Company's Corporate Units Holders;

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

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

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

8.5 Transfer of usufruct

8.5.1 D Corporate Units

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

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

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

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

8.5.2 Series Corporate Units

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

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

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

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

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

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

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

In case the rights over such Corporate Units are split into Legal Title and usufruct, Legal Title shall be registered in the name and address of the respective holders of the Legal Title on the relevant Corporate Units and usufruct shall be registered in the name and address of the Usufruct. On and following the Usufruct Dividend Transfer Date in respect of a Series Corporate Unit the transfer of the usufruct in respect of dividend rights on such Series Corporate Unit shall

be noted in the register. In all other cases only the identity and address of such Series Corporate Units Holders shall be recorded in the Corporate Units' register with respect to the relevant class of Corporate Units.

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

9. Scope

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

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

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

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

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

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

9.1.3. Put Exercise Notice

9.1.3.1. Dates of Put Exercise Notice

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

9.1.3.2. Form of the Put Exercise Notice

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

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

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

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

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

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

9.1.3.4. Date of Receipt of the Put Exercise Notice – Date(s) of transfer (the T Purchase Date) of the Beneficial Interest of Vested D Corporate Units and the transfer of the Legal Interest

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

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

date or dates, subject to Article 9.1.3.6, shall be and shall be deemed to be the T Purchase Date(s) of the relevant D Corporate Units for the purposes of these Articles,

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

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

Following the service of a Put Exercise Notice in the required form, the Nominee shall as soon as practicable on or following the relevant date or dates specified in the Put Exercise Notice as the date(s) of sale of the Beneficial Interest (s) of the Beneficial Owner/Spouse, provide a Corporate Units 'Purchase Agreement(s) signed by the Nominee as nominee for the relevant Beneficial Owner and/or his Spouse (if and to the extent that a Spousal transfer in accordance with Article 9.1.3.3 (B) has been made) of the Vested D Corporate Units in respect of which a Put Exercise Notice has been given), as transferor of the Legal Title, and which will be signed on receipt by the legal representatives of the T Corporate Unit Holder, as purchaser and transferee.

9.1.3.6. Notice served prior to the cessation of employment

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

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

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

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

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

9.1.4.1. Principle

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

9.1.4.2. Conditions precedents for payment of the Put Option Price

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

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

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

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

9.1.6. T Corporate Unit Holder Call Right - Employees

9.1.6.1. Principle

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

9.2. Cessation of employment

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

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

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

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

9.2.1.2 Notification of D Good Leaver Put Option Price

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

9.2.1.3. Put Exercise Notice by a D Good Leaver or a Vested D Good Leaver

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

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

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

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

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

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

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

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

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

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

9.2.2.1 Principle

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

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

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

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

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

In respect of D Corporate Units, the T Corporate Unit Holder may at any time or times during a relevant T Call Option Period attributable to those D Corporate Units serve a T Call Notice in writing in the form and manner as prescribed from time to time by the Board, to the Beneficial Owner thereof who is an Employee or is a D Good Leaver or a Vested D Good Leaver requiring that Beneficial Owner to sell at the relevant T Call Option Price all that his Beneficial Interest in some or all (as specified in the T Call Notice) of the relevant Vested D Corporate Units of that Beneficial

Owner to the T Corporate Unit Holder. The Company and the Nominee will be provided with details of the T Call Notice on or as soon as possible after the T Call Notice has been served on the Beneficial Owner. The Nominee (for and on behalf of the Beneficial Owner) shall as soon as possible transfer the related Legal Title on such Vested D Corporate Units to the T Corporate Unit Holder.

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

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

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

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

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

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

9.3.2.1 Automatic deemed sale to and purchase by the T Corporate Unit Holder

Without prejudice to the generality of 9.3.1 if a Beneficial Owner of D Corporate Units is:

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

b) a Very Bad Leaver;

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

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

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

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

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

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

9.3.3. Validity and enforceability of the transfer

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

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

9.4. Place of payment

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

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

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

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

9.5 - Listing

9.5.1 Scope

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

9.5.2 - Vesting

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

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

9.5.3 Bad Leavers and Very Bad Leavers

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

9.5.4 Withholdings

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

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

10. Scope

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

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

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

10.1.1.1 Vesting – Employees

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

10.1.1.2. Vesting – Series Good Leavers

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

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

10.1.1.3 Vested Series Good Leavers

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

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

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

10.1.2. Series Put Option Price

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

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

10.1.3. Put Exercise Notices

10.1.3.1. Dates of Put Exercise Notices

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

10.1.3.2. Form of the Put Exercise Notice

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

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

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

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

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

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

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

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

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

Notwithstanding the date of execution of the Corporate Units 'Purchase Agreement by the Nominee, subject, however, to the cancellation condition (condition résolutoire) set forth in Article 10.1.3.6 in case the Beneficial Owner of the D Corporate Units becomes a Very Bad Leaver, the transfer of the Legal Title (and the Beneficial Interest of the Beneficial Owner/Spouse) of the Vested D Corporate Units shall be deemed to be effected on the day following the Date of Receipt of the relevant Put Exercise Notice. That day, subject to Article 10.1.3.6, shall be and shall be deemed to be the T Purchase Date(s) of the relevant D Corporate Units covered by the relevant Put Exercise Notice for the purposes of these Articles,

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

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

Following the service of a Put Exercise Notice in the required form, the Nominee shall as soon as practicable on or following the T Purchase Date in respect of the Series Corporate Units the subject of that Put Exercise Notice provide a Corporate Units' Purchase Agreement(s) signed by the Nominee as nominee for the relevant Beneficial Owner and/or his Spouse (if and to the extent that a Spousal transfer in accordance with Article 10.1.3.3 (B) has been made) of the Vested Series Corporate Units in respect of which a Put Exercise Notice has been given, as transferor of the Legal Title, and which will be signed on receipt by the legal representatives of the T Corporate Unit Holder, as purchaser and transferee.

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

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

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

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

(e) the Nominee shall immediately be required to offer and shall be deemed to have offered the Legal Title of all of the Beneficial Owner's Series Corporate Units (including for the avoidance of doubt any Series Corporate Units transferred to the Spouse) in respect of which the T Purchase Date(s) in accordance with the Put Exercise Notice would post date the date on which the Beneficial Owner became a Very Bad Leaver for transfer to the T Corporate Unit Holder and the Beneficial Owner shall be deemed to have offered the Beneficial Interest therein for sale to the T Corporate Unit Holder at the Bad Leaver/Very Bad Leaver Option Price, which offer shall have a binding effect on the T Corporate Unit Holder without any requirement to serve a further notice or other notice to the Series Corporate Units Holder or where relevant, his Spouse. For the purposes of these Articles, the day following the date on which the Series Corporate Unit Holder becomes a Very Bad Leaver shall be the T Purchase Date.

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

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

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

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

10.1.4.1. Principle

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

10.1.4.2. Conditions precedents for payment

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

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

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

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

10.1.6. T Corporate Unit Holder Call Rights

10.1.6.1. Principle

The T Corporate Unit Holder shall have the call rights specified in Article 10.2.1 in relation to Vested Series Corporate Units unless the Beneficial Owner thereof is or becomes a Very Bad Leaver. 10.2. T Corporate Unit Holder's Call rights in respect of Series Corporate Units

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

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

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

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

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

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

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

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

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

10.2.2.1 Automatic deemed sale to and purchase by the T Corporate Unit Holder

Without prejudice to the generality of 10.2.1 if a Beneficial Owner of Series Corporate Units is:

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

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

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

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

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

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

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

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

10.2.3. Validity and enforceability of the transfer

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

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

10.3. Place of payment

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

If a Beneficial Owner of Series Corporate Units and/or where relevant his Spouse

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

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

10.4 - Listing

10.4.1 Scope

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

10.4.2 - Vesting

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

10.4.3 - Blocked Period

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

10.4.3.2 If a Beneficial Owner is a Series Good Leaver or is a Vested Series Good Leaver the Blocked Period shall not apply (in the case of a Series Good Leaver) or, as the case may be the Blocked Period shall end on his Cessation Date as a Vested Series Good Leaver in respect of Vested Corporate Units and in either case the Beneficial Owner may sell all of his Vested Series Corporate Units (or as the case may be, may direct the Nominee to sell the same on his behalf) on the open market at any time or times as he may select and the Put Option rights and T Call Option rights and related provisions shall cease to apply to such Vested Series Corporate Units.

10.4.4 Bad Leavers and Very Bad Leavers

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

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

Art. 10.45 Withholdings. Any sale of Series Corporate Units by a Beneficial Owner in accordance with Article 10.4 shall be subject to normal and statutory deductions including but not limited to income tax and social security contributions which may be required to be paid by or withheld from the Beneficial Owner in respect of such Series Corporate Units and the Beneficial Owner shall be required to make such arrangements to facilitate or enable such deductions to be made or to make other arrangements satisfactory to his Employer or former Employer to account for the same.

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

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

11.1. D Corporate Units

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

11.1.2 Series Corporate Units

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

11.1.3 Non adverse Variations

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

11.2. Corporate Units certificates

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

11.3. First and paramount lien on Corporate Units

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

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

The Board shall register any transfer of D Corporate Units or Series Corporate Units, including the Legal Title of such Corporate Units, in the Corporate Units register of the Company, provided that, unless the Board determines otherwise, such Corporate Units may not be transferred or charged, offered as security or otherwise encumbered otherwise than pursuant to these Articles, save that this Article 11.4 shall not restrict the T Corporate Units Holder from transferring some or all of D Corporate Units and/or Series Corporate Units which it may hold from time to time to any one or more of the Nominee, Ameriprise Financial Inc, or the Company.

11.5. Drag-Along rights

11.5.1. Principle

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

11.5.2. Drag-Along Notice

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

11.5.3. Transfer of the Dragged Corporate Units

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

11.5.4. Prevailing character of Articles 11.5.1 to 11.5.3

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

11.5.5. Immediate Vesting

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

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

11.6 Listing

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

Title IV. General meetings of Corporate Units Holders

Art. 12. General - Place of holding. Any regularly constituted meeting of the Corporate Units Holders of the Company shall represent the entire body of Corporate Units Holders of the Company. It shall have the broadest powers to order, carry out or ratify all acts relating to the operations of the Company.

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

Art. 13. Annual General meeting of Corporate Units Holders - ordinary general meetings of Corporate Units Holders - extraordinary general meetings of Corporate Units Holders.

13.1 Place of meetings

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

13.2 Majority rules

13.2.1 Simple majority

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

13.2.2 Qualified majority; amendment of the Articles

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

13.2.3 Unanimity

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

13.3 Voting rights attached to the Corporate Units

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

13.4 Representation of the Corporate Unit Holders and Usufructuror.

Any Corporate Units Holder or the Usufructur in respect of the D Corporate Units and the Employee Series Corporate Units may act at any meeting of Corporate Units

Holders by appointing another person as his proxy in writing.

13.5 Participation in meetings

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

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

13.6 Annual profits' disposal – Interim dividend distributions

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

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

Art. 14. Sole Corporate Unit Holder. If the Company has only one Corporate Units Holder, this sole Corporate Units Holder exercises all the powers of the general meeting. The resolutions of the sole Corporate Units Holders which are taken in the scope of the first paragraph are recorded in minutes.

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

Art. 15. Transfer of the Corporate Units. The following provisions apply subject to those of Articles 9, 10 and 11.5.

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

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

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

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

Art. 16. Death-insolvency of the Corporate Units Holder (s). Death, suspension of civil rights, bankruptcy or insolvency of the sole Corporate Units Holder or of one of the Corporate Units Holders will not bring the Company to an end.

Title V. Management

Art. 17. Appointment and removal.

17.1 Composition of the Board

The Company shall be managed by a Board of managers composed of at least five (5) managers who need not to be Corporate Units Holder of the Company.

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

17.2 Appointment of the managers

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

17.3 Removal of the managers

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

17.4 Vacancies

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

Art. 18. Organization of the Board. The Board chooses a chairman from among its members. The chairman shall preside at all meetings of the Board. In his absence, the Board may appoint a chairman pro tempore by vote of the majority present at any such meeting.

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

18.2 Meetings of the Board

18.2.1 Frequency of meetings of the Board

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

18.2.2 Place of meetings of the Board

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

18.2.3 Convening notices

The Board shall meet upon a notice call by the chairman or two managers

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

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

18.2.4 Quorum

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

18.2.5 Representation of the managers

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

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

(f) 18.2.6 Methods of participation in meetings

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

(h) A meeting may also be held by conference call only.

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

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

(k) 18.2.7 Methods of voting

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

18.2.8 Majority rules

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

18.2.9 Circular resolutions

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

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

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

Art. 19. Powers of the Board.

19.1 General

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

19.2 Delegation of powers

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

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

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

20.1 General

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

20.2 Board Committees

20.2.1 General

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

20.2.2 Composition of the Board Committees

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

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

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

20.2.3

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

20.3 Management Committees

20.3.1 General

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

20.3.2 Composition of the management committees

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

20.3.3 Powers of the management committees

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

The competence of the management committees is strictly limited to:

20.3.3.1. the right to make proposals to the Board within the specific scope of delegation granted by the Board and/or

20.3.3.2. implement decisions taken and/or instructions given by the Board.

Art. 21. Binding signatures. Towards third parties, the Company is validly bound by

21.1 joint signature of two (2) managers including the signature of one (1) manager being a Luxembourg resident; or

21.2 by any one or more persons (singly or in combination) as the Board may from time to time designate.

Art. 22. Conflict of interest, liability and indemnities.

22.1 Conflicts of interest

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

22.2 Liability of the managers

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

22.3. Indemnification of the managers

22.3.1. General - Beneficiaries

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

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

22.3.1.1. all managers, employees, officers or officials of the Company; and

22.3.1.2. all future managers, employees, officer or officials of the Company;

and in both cases, will continue to apply once they become ex managers and ex employees.

22.3.2 Limitation by the Board

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

22.3.3. Insurance

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

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

Art. 23. Statutory auditor(s). The operations of the Company shall be supervised by one or several statutory auditor (s) (commissaire(s) aux comptes), which may be Corporate Units Holder (s) or not. The general meeting of Corporate Units Holders shall appoint the statutory auditor(s), and shall determine their number, remuneration and term of office, which may not exceed six years.

Title VII. Accounting year - Annual Accounts

Art. 24. Accounting year. The accounting year of the Company shall begin on January first of each year and shall terminate on December thirty-first, with the exception of the first accounting period, which shall begin on the date of formation of the Company and shall terminate on January 31, 2009.

Art. 25. Annual accounts.

25.1 Preparation of annual accounts - Lodging

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

25.2 Legal Reserve

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

25.3 Disposal of the annual net profits

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

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

Title VIII. Winding up - Liquidation

Art. 26. Voluntary liquidation process. In the event of dissolution of the Company, liquidation shall be carried out by one or several liquidators (who may be physical persons or legal entities) appointed by the meeting of Corporate Units Holders resolving such dissolution and which shall determine their powers and their compensation.

Art. 27. Distribution of Assets. Subject to Article 8 hereof, on a return of capital on a winding up, or otherwise, the assets of the Company remaining after:

- the payment of its liabilities; and

- the payment to the T Corporate Unit Holder at the Nominal Value of the T Corporate Unit shall be distributed amongst the holders of the Corporate Units (other than D Corporate Units) in issue (whether Vested or not) and D Corporate Units in issue (whether Vested or not) in the respective ratio O: D where:

O = 332,000,000; and

D = the number of D Corporate Units in issue

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

Title IX. Final clause - Applicable law

Art. 28. Governing law. All matters not expressly governed by these Articles of Association shall be determined in accordance with the laws of the Grand-Duchy of Luxembourg and in particular with the Companies' Law."

Fourth resolution

The Voting Corporate Units Holder resolves to appoint Ms Ann ROUGHEAD, born on 16 September 1966, in Edinburgh (Scotland), residing professionally at Above Wealth, 21 Upper Brook Street, London W1K 7PY, United Kingdom, as manager of the Company, with immediate effect, until the ordinary general meeting of the corporate units holders to be held in 2014.

Fifth resolution

The Voting Corporate Units Holder resolves to approve and renew the non-executive manager's contract relating to the appointment of Mrs Marie-Jeanne CHEVREMONT as member of the board of managers of the Company.

Costs and expenses

The costs, expenses, fees and charges of any kind which shall be borne by the Company as a result of this deed are estimated at one thousand seven hundred fifty Euros (EUR 1,750.-).

Statement

The undersigned notary who understands and speaks English, states herewith that on request of the appearing parties, this deed is worded in English followed by a French translation; on the request of the same appearing parties and in case of discrepancy between the English and the French text, the English version shall prevail.

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

The document having been read to the proxyholder of the appearing parties, known to the notary by name, first name and residence, the said proxyholder of the appearing parties signed together with the notary the present deed.

Suit la traduction en français du texte qui précède

(N.B. Pour des raisons techniques, la version française est publiée au Mémorial C-N° 1269 du 17 mai 2014.)

Signé: A. GOBERT, C. WERSANDT.

Enregistré à Luxembourg A.C., le 04 mars 2014. LAC/2014/10029. Reçu soixante-quinze euros 75,00 €

Le Receveur (signé): Irène THILL.

POUR EXPEDITION CONFORME, délivrée;

Luxembourg, le 18 mars 2014.

Référence de publication: 2014039799/1584.

(140045267) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mars 2014.

Sanbiagio S.A., Société Anonyme.

Siège social: L-2165 Luxembourg, 26-28, Rives de Clausen.

R.C.S. Luxembourg B 51.909.

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.

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