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MEMORIAL

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RECUEIL DES SOCIETES ET ASSOCIATIONS

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

C — N° 1335 **22 mai 2015**

SOMMAIRE

Shard Capital Funds, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé,

(anc. FundTap Luxembourg Funds).

Siège social: L-1748 Senningerberg, 6, rue Lou Hemmer.

R.C.S. Luxembourg B 148.543.

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In the year two thousand and fifteen, on the fifth day of March.

Before us, Maître Henri Hellinckx, notary, residing in Luxembourg, Grand Duchy of Luxembourg.

Was held:

an extraordinary general meeting of shareholders (the "Meeting") of "FundTap Luxembourg Funds", an investment company with variable capital qualifying as specialised investment fund (société d'investissement à capital variable - fonds d'investissement spécialisé) incorporated as a partnership limited by shares (société en commandite par actions) governed by the Luxembourg law of 13 February 2007 relating to specialised investment funds, as amended, existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 2, boulevard de la Foire, L-1528 Luxembourg, and registered with the Register of Trade and Companies of Luxembourg under the number B 148.543 (the "Company"). The Company was incorporated pursuant to a notarial deed enacted on 9 September 2009, published in the Mémorial C, Recueil des Sociétés et Associations number 2045 of 19 October 2009, and its articles of incorporation were last amended on 7 February 2013 pursuant to a notarial deed drawn up by Maître Roger Arrensdorff, notary residing in Luxembourg, Grand Duchy of Luxembourg, and published in the Mémorial C, Recueil des Sociétés et Associations number 1150 of 15 May 2013.

The Meeting was opened at 9.30 a.m.

The Meeting elected Gaëlle Schneider, avocat à la Cour, professionally residing in Luxembourg, as president, who appointed Solange Wolter-Schieres, notary clerk, professionally residing in Luxembourg, as secretary.

The Meeting elected Louis Savouré, juriste, professionally residing in Luxembourg, as scrutineer.

The office of the Meeting having thus been constituted, the chairman declared and requested the notary to record that:

I. the shareholders of the Company (the “Shareholders”) were convened in accordance with article 22.4 of the Articles (as defined hereafter);

II. the Shareholders, represented by virtue of proxies and the number of their shares are shown on an attendance list, signed by the chairman, the secretary, the scrutineer and the undersigned notary. The said list, as well as the proxies signed by the Shareholders, will remain annexed to the present minutes to be filed with the registration authorities;

III. it appears from such attendance list mentioned here above that all shares in circulation are present or represented at the Meeting. The Meeting may thus validly deliberate on the agenda;

IV. the agenda of the Meeting is the following:

Agenda:

1. CHANGE OF NAME OF THE COMPANY

Change of the corporate name of the Company from "FundTap Luxembourg Funds" into "Shard Capital Funds".

2. CHANGE OF REGISTERED OFFICE OF THE COMPANY

Change of registered office from 2, boulevard de la Foire, L-1528 Luxembourg, Grand-Duché de Luxembourg to 6, rue Lou Hemmer, L-1748 Senningerberg, Grand-Duché de Luxembourg. As a consequence thereof, article “2. Registered Office” of the articles of incorporation of the Company (the “Articles”) shall be amended and shall now read as follows:

2. Registered office. The registered office of the Company is established in in the municipality of Niederanven, Grand Duchy of Luxembourg.

3. CHANGE OF CORPORATE OBJECT OF THE COMPANY

Change of the corporate object of the Company, so that article 3. Object of the Articles shall now read as follows:

3. Object. The object of the Company is to invest its assets in securities and other assets permitted by the Law of 13 February 2007 through its Funds, while reducing investment risks through diversification and affording its Shareholders the result of the management of its assets.

The Company may take any measures and carry out any transaction, which it may deem useful for the fulfilment and development of its purpose to the largest extent permitted under the Law of 13 February 2007.

4. GENERAL UPDATE OF THE ARTICLES OF INCORPORATION

Amendments to a certain number of articles of the Articles in order to (i) perform a general legal and regulatory update, notably further to the adoption of the Luxembourg law of 12 July 2013 on alternative investment fund managers (the "2013 Law"), and related applicable regulations; (ii) align Articles with the investment memorandum of the Company; and (iii) harmonise content and format.

5. RESTATEMENT OF THE ARTICLES OF INCORPORATION

Restatement of the Articles in order to reflect the amendments adopted by the Meeting.

After deliberation, the following resolutions were taken by the Meeting by unanimous vote:

First resolution

The Meeting RESOLVES to change the corporate name of the Company from "FundTap Luxembourg Funds" into "Shard Capital Funds".

Second resolution

The Meeting RESOLVES to change the registered office of the Company from “2, boulevard de la Foire, L-1528 Luxembourg” to “6, rue Lou Hemmer, L-1748 Senningerberg”. As a consequence thereof, the first sentence of article “2. Registered Office” of the Articles shall be amended and shall now read as follows:

“ **2. Registered office.** The registered office of the Company is established in in the municipality of Niederanven, Grand Duchy of Luxembourg.”

Third resolution

The Meeting RESOLVES to amend the corporate object of the Company so that article “3. Object” of the Articles shall be read as follows:

“ **3. Object.** The object of the Company is to invest its assets in securities and other assets permitted by the Law of 13 February 2007 through its Funds, while reducing investment risks through diversification and affording its Shareholders the result of the management of its assets.

The Company may take any measures and carry out any transaction, which it may deem useful for the fulfilment and development of its purpose to the largest extent permitted under the Law of 13 February 2007.”

Fourth resolution

The Meeting RESOLVES to amend the Articles in order to (i) perform a general legal and regulatory update, notably further to the adoption of the 2013 Law, and related applicable regulations; (ii) align relevant articles of the articles of incorporation with the investment memorandum of the Company; (iii) harmonise content and format; and (iv) reflect the three resolutions above.

Fifth resolution

The Meeting RESOLVES to restate the articles of incorporation which shall henceforth read as follows:

Preliminary title - Definitions

In these Articles of Incorporation, the following shall have the respective meaning set out below:

"1933 Act"	Means the Securities Act of 1933, as amended, and the rules and regulation thereunder
"1940 Act"	means the US Investment Company Act of 1940, as amended, and the rules and regulation thereunder
"Administrative Agent"	any agent appointed by the AIFM to perform all administrative duties required by Luxembourg Law
"AIFM"	means the external alternative investment fund manager of the Company which shall be appointed by the General Partner in accordance with Article 12 hereof
"AIFM Directive"	The Directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on Alternative Investment Fund Managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010
"Appendix"	the relevant appendix of the Investment Memorandum specifying the terms and conditions of a specific Fund
"Article"	an article of these Articles of Incorporation
"Articles of Incorporation"	the articles of incorporation of the Company, as amended from time to time
"Benefit Plan Investor"	any (i) employee benefit plan subject to Part 4 of Title I of ERISA; (ii) plan to which Section 4975 of the Internal Revenue Code of 1986, as amended (the "Code"), applies (which includes a trust described in Code Section 401(a) that is exempt from tax under Code Section 501(a), a plan described in Code Section 403(a), an individual retirement account or annuity described in Code Section 408 or 408A, a medical savings account described in Code Section 220(d), a health savings account described in Code Section 223(d) and an education savings account described in Code Section 530); and (iii) entity whose underlying assets include plan assets by reason of a plan’s investment in the entity

	(generally because 25% or more of a class of equity interests in the entity is owned by plans)
"CFTC"	U.S. Commodity Futures Trading Commission
"Class(es)"	one or more Classes of Ordinary Shares as may be available in each Fund, whose assets shall be commonly invested according to the investment objective of that Fund, but where a specific sales and/or redemption charge structure, fee structure, distribution policy, target investor, reference currency or hedging policy shall be applied
"Company"	Shard Capital Funds, a Luxembourg investment company with variable capital - specialised investment fund (société d'investissement à capital variable - fonds d'investissement spécialisé) incorporated as a partnership limited by shares (société en commandite par actions) governed by the Law of 13 February 2007; for the purpose of these Articles of Incorporation, "Company" shall also mean, where applicable, the General Partner acting on behalf of the Company
"Conversion Form"	The conversion form which must be completed by an investor who wishes to convert/ switch its Ordinary Shares of one Class into Ordinary Shares of another Class, within the same Fund or from one Fund to another Fund
"CSSF"	the Commission de Surveillance du Secteur Financier
"Depositary"	such bank or other credit institution within the meaning of the Luxembourg law dated 5 April 1993 relating to the financial sector, as amended, that may be appointed as depositary of the Company
"ERISA"	the Employee Retirement Income Security Act of 1974, as amended from time to time
"External Valuer"	means an external valuer within the meaning of article 19 (4) (a) of AIFM Directive that may be appointed for the valuation of the Company's assets in accordance with Article 11
"Fund"	any sub-fund of the Company and, where the context so requires, the term "Fund" shall mean the General Partner acting on behalf of a particular Fund
"General Partner"	Shard Capital Funds GP, in its capacity as Unlimited Shareholder (associé commandité) of the Company or such other entity that may act as Unlimited Shareholder of the Company
"Hard Closing"	as defined in Article 7.1
"Initial Offering Period"	the period during which Ordinary Shares for a relevant Fund are first offered for subscription, commencing from and ending on the date specified in the relevant Appendix
"Initial Offering Price"	in relation to each Fund, the first offering price of Ordinary Shares in a Fund made pursuant to the terms and conditions of the Investment Memorandum and the relevant Appendix
"Investment Memorandum"	the investment memorandum of the Company, as may be amended from time to time
"Law of 10 August 1915"	the Luxembourg law of 10 August 1915 relating to commercial companies, as amended from time to time
"Law of 13 February 2007"	the Luxembourg law of 13 February 2007 relating to specialised investment funds, as the same may be amended from time to time
"Law of 12 July 2013"	the Luxembourg law of 12 July 2013 relating to alternative investment funds, as amended from time to time
"Limited Shareholder"	the holder of Ordinary Shares (actions ordinaires de commanditaires), whose liability is limited to the amount of its investment in the Company
"Luxembourg GAAP"	the generally accepted accounting principles in Luxembourg, as the same may be amended from time to time
"Management Share"	the management share (action de gérant commandité) held by the General Partner in the share capital of the Company, in its capacity as Unlimited Shareholder (associé commandité)
"Net Asset Value"	the net asset value of a particular Fund as determined in accordance with Luxembourg Law, Luxembourg GAAP, Article 11 hereof and the Investment Memorandum
"Ordinary Shares"	the ordinary shares (actions ordinaires de commanditaire) held by the Limited Shareholders (actionnaires commanditaires) in the share capital of the Company
"Person"	any individual, corporation, limited liability company, trust, partnership, estate, unincorporated association or other legal entity
"Plan Asset Rules"	U.S. Department of Labor Regulation 29 C.F.R. §2510.3-101 and Section 3(42) of ERISA

"Prohibited Person"	any Person, who: (i) is not a Well-Informed Investor; or (ii) in the sole opinion of the General Partner, the holding of Shares by such Person: (i) may be detrimental to the interest of the existing Shareholders, any Fund or the Company; or (ii) may result in a breach of any law or regulation, whether Luxembourg or foreign; or (iii) if as a result thereof any Fund or the Company may become exposed to tax, financial or regulatory disadvantages, fines or penalties that it would not have otherwise incurred. Furthermore, the term "Prohibited Person" shall include any US Person except such US Person that is not both (i) an accredited investor as defined in Rule 501(a) of Regulation D under the 1993 Act, and (ii)(A) a qualified purchaser as defined in Section 2(a)(51)(A) of the 1940 Act, and Rule 2a51-1 thereunder or (B) a "knowledgeable employee" as defined in Rule 3c-5(a)(4) under the 1940 Act
"Redemption Day"	the business day as disclosed in the relevant Appendix on which Ordinary Shares in the relevant Fund are redeemed
"Series"	as defined in Article 5 and as further detailed in the relevant Appendix
"Shareholder"	any holder of (a) Share(s) of a particular Fund, i.e. the Limited Shareholders and/or the Unlimited Shareholder as the case may be
"Shares"	shares of any Class of any Fund in the capital of the Company, including the Management Share held by the General Partner and the Ordinary Shares held by the Limited Shareholders
"Soft Closing"	as defined in Article 7.1
"Subscription Day"	the day as disclosed in the relevant Appendix on which Ordinary Shares in the relevant Fund may be subscribed
"Subscription Price"	in respect of a particular Fund, the price at which the Ordinary Shares are offered for subscription as determined by the General Partner and further described in the Investment Memorandum and in the relevant Appendix
"Unlimited Shareholder"	Shard Capital Funds GP, as holder of the Management Share (action de gérant commandité) and unlimited shareholder (actionnaire gérant commandité) of the Company, liable without any limits for any obligations that cannot be met out of the assets of the Company
"United States" or "US"	United States of America, its territories and possessions, any State of the United States, and the District of Columbia
"US Person"	A "U.S. Person" for purposes of this Investment Memorandum is a person who meets the definition of "U.S. person" under Rule 902 of Regulation S under the 1933 Act. For the avoidance of doubt, any person that meets the definition of a "Non-United States person" as used in CFTC Rule 4.7. but satisfies the definition of U.S. Person" under Rule 902 must still meet all of the requirements imposed on offers and sales made in the United States, including, among other things, that such investor must demonstrate that it is an "accredited investor" (as defined in Rule 501(a) under Regulation D) and either (i) a "qualified purchaser" (as defined in Section 2(a)(51) of the 1940 Act and Rule 2a51-1 thereunder or (ii) a "knowledgeable employee" (as defined in Rule 3c-5(a)(4) of the 1940 Act).
"Valuation Day"	any day on which the Net Asset Value per Share of any Class of any of the Funds is determined in accordance with these Articles of Incorporation and the Investment Memorandum, as determined by the General Partner and more fully described in the Investment Memorandum
"Well- Informed Investor"	has the meaning ascribed to it by article 2 of the Law of 13 February 2007, and includes: (i) institutional investors; (ii) professional investors, being those investors who are, in accordance with Luxembourg laws and regulations, deemed to have the experience, knowledge and expertise to make their own investment decisions and properly assess the risk they incur; and (iii) any other well-informed investor who fulfils the following conditions: (i) declares in writing that he adheres to the status of well-informed investor and invests a minimum of EUR 125,000 in the Company, or any equivalent amount in another currency; or (ii) declares in writing that he adheres to the status of well-informed investor and

provides an assessment made by a credit institution within the meaning of the Directive 2006/48/EC, by an investment firm within the meaning of Directive 2004/39/EC or by a management company within the meaning of Directive 2009/65/EC, certifying his expertise, his experience and his knowledge in adequately appraising an investment in the Company

(iv) any U.S. Person that is both (i) an "accredited investor" as defined in Rule 501(a) of Regulation D of the 1933 Act and (ii)(A) a "qualified purchaser" as defined in Section 2(a)(51) of the 1940 Act and Rule 2a51-1 thereunder or (B) a "knowledgeable employee" as defined under Rule 3c-5(a)(4) of the 1940 Act.

Articles of Incorporation

Chapter I. - Name, Registered office, Object, Duration

1. Corporate name. There exists among the General Partner in its capacity as Unlimited Shareholder, the Limited Shareholders and all persons who may become owners of the Ordinary Shares, a Luxembourg regulated investment company with variable capital - specialised investment fund (société d'investissement à capital variable - fonds d'investissement spécialisé), under the form of a partnership limited by shares (société en commandite par actions).

The Company exists under the corporate name of "Shard Capital Funds".

2. Registered office. The registered office of the Company is established in in the municipality of Niederanven, Grand Duchy of Luxembourg.

The General Partner is authorised to transfer the registered office of the Company within the municipality of Niederanven, Grand Duchy of Luxembourg.

The registered office may be transferred to any other place in the Grand Duchy of Luxembourg by means of a resolution of an extraordinary general meeting of its Shareholders deliberating in the manner provided for any amendment to these Articles of Incorporation.

Should a situation arise or be deemed imminent, whether military, political, economic or social, which would prevent the normal activity at the registered office of the Company, the registered office of the Company may be temporarily transferred abroad until such time as the situation becomes normalised; such temporary measures will not have any effect on the Company's nationality, which, notwithstanding this temporary transfer of the registered office, will remain a Luxembourg company. The decision as to the transfer abroad of the registered office will be made by the General Partner.

3. Object. The object of the Company is to invest its assets in securities and other assets permitted by the Law of 13 February 2007 through its Funds, while reducing investment risks through diversification and affording its Shareholders the result of the management of its assets.

The Company may take any measures and carry out any transaction, which it may deem useful for the fulfilment and development of its purpose to the largest extent permitted under the Law of 13 February 2007.

4. Duration. The Company is established for an unlimited period of time.

Chapter II. - Capital, Shares

5. Share capital - Classes of ordinary shares. The minimum share capital of the Company shall be, as required by the Law of 13 February 2007, one million two hundred and fifty thousand Euro (EUR 1,250,000). This minimum must be reached within a period of twelve (12) months following the authorisation of the Company by the CSSF.

The capital of the Company shall be represented by fully paid-up Shares of no par value and shall at all times be equal to its Net Asset Value as defined in Article 11 hereof.

The General Partner may, at any time, establish several pools of assets, each constituting a Fund within the meaning of article 71 of the Law of 13 February 2007.

The General Partner shall attribute a specific investment objective and policy, specific investment restrictions and a specific denomination to each Fund.

The rights of Shareholders and creditors relating to a particular Fund or raised by the incorporation, the operation or the liquidation of a Fund are limited to the assets of such Fund. The assets of a Fund will be answerable exclusively for the rights of the Shareholders relating to this Fund and for those of the creditors whose claim arose in relation to the incorporation, the operation or the liquidation of this Fund. In relation between Shareholders, each Fund will deemed to be a separate entity.

The General Partner may, at any time, issue different Classes of Ordinary Shares, which may differ, inter alia, in their (i) distribution policy, such as entitling to distributions or not entitling to distributions and/or (ii) sales and redemption charge structure and/or (iii) management or advisory fee structure, and/or (iv) distribution fee structure and/or (v) currency or currency unit in which the Class may be quoted and based on the rate of exchange between such currency or currency unit and the reference currency of the relevant Fund and/or (vi) use of different hedging techniques in order to protect in the reference currency of the relevant Fund, the assets and returns quoted in the currency of the relevant Class of Ordinary Shares against long-term movements of their currency of quotation and/or (vii) such other features as may be determined

by the General Partner from time to time. Those Classes of Ordinary Shares will be issued in accordance with the requirements of the Law of 13 February 2007 and the Law of 10 August 1915 and shall be disclosed in the Investment Memorandum.

Each Class may be sub-divided into series (the "Series"), which may differ, inter alia, with regard to their valuation currency, as more fully described in the relevant Appendix. The Ordinary Shares of each Series will have the same characteristics as the Ordinary Shares of each other Series of the relevant Class. The amounts invested in the different Classes and/or Series in each Fund are themselves invested in a common underlying portfolio of investments.

The Ordinary Shares of any Class are referred to as the "Ordinary Shares" and each as an "Ordinary Share" when reference to a specific Class of Ordinary Shares is not required.

The Management Share together with the Ordinary Shares of any Class are referred to as the "Shares" and each as a "Share" when reference to a specific category of Shares is not required.

The share capital of the Company shall be increased or decreased as a result of the issue by the Company of new fully paid-up Shares or the repurchase by the Company of existing Shares from its Shareholders.

6. Form of shares. The Company shall issue fully paid-in Shares of each Fund and each Class in registered form only.

All issued Shares of the Company shall be registered in the register of Shareholders which shall be kept by the Company or by one or more entities designated thereto by the Company and under the Company's responsibility, and such register shall contain the name of each owner of registered Shares, his residence or elected domicile as indicated to the Company, the number and Class of registered Shares held by him.

The inscription of the Shareholder's name in the register of Shareholders evidences his right of ownership of such registered Shares. The Company shall normally not issue certificates for such inscription, but each Shareholder shall receive a written confirmation of his shareholding.

The Company shall consider the person in whose name the Ordinary Shares are registered as the full owner of the Shares. Vis-à-vis the Company, the Company's Shares are indivisible, since only one (1) owner is admitted per Share. Joint co-owners have to appoint a sole person as their representative towards the Company. Notwithstanding the above, fractional Shares may be issued up to four (4) decimal places of a Share. Such fractional Shares shall carry no entitlement to vote but shall entitle the holder to participate in the net assets of the relevant Class on a pro rata basis.

Subject to the provisions of Article 8 hereof, any transfer of registered Ordinary Shares shall be entered into the register of Shareholders; such inscription shall be signed by one or more managers or officers of the Company or by one or more other persons duly authorised thereto by the General Partner.

Ordinary Shares are freely transferable, subject to the provisions of Article 8 hereof.

Shareholders entitled to receive registered Ordinary Shares shall provide the Company with an address to which all notices and announcements may be sent. Such address will also be entered into the register of Shareholders.

Payments of distributions, if any, will be made to Shareholders in respect of registered Ordinary Shares at their addresses indicated in the register of Shareholders.

7. Issue and subscription for ordinary shares.

7.1 Issue of Ordinary Shares

The General Partner is authorised, without limitation, to issue new Ordinary Shares of any Class and in any Fund at any time without reserving for existing Limited Shareholders a preferential right to subscribe for the Ordinary Shares to be issued.

The General Partner may issue Ordinary Shares only to investors qualifying as Well-Informed Investors.

The General Partner may impose restrictions on the frequency at which Ordinary Shares are issued; the General Partner may, in particular, decide that Ordinary Shares in any Fund, Class and/or Series shall only be issued during one or more offering periods or at such other frequency as provided for in the Investment Memorandum.

The General Partner may, at any moment, in its sole discretion and for a limited or unlimited duration, decide to cease issuing new Ordinary Shares and to cease accepting any further subscriptions or conversions for any Ordinary Shares of any Fund and/or Class ("Hard Closing"). Alternatively, the General Partner may, at any moment, in its sole discretion and for a limited or unlimited duration, decide to cease accepting any further subscriptions or conversions for any Ordinary Shares of any Fund and/or Class from new investors only, i.e. from investors who have not invested in the relevant Fund yet, ("Soft Closing"). These measures of Hard Closing or Soft Closing may be implemented with immediate effect by the General Partner in its sole discretion. The General Partner will not have to justify the reasons for implementing such Hard Closing or Soft Closing. A partially or totally closed Fund or Classes of Ordinary Shares can be re-opened for subscription or conversion when the circumstances which justified the Hard Closing or Soft Closing no longer prevail.

The General Partner reserves the right to reject any application for subscription of Ordinary Shares of any available Class in its absolute discretion, without stating any reason.

Furthermore, the General Partner may, in its sole discretion, waive the requirements in relation to the minimum amount to be initially subscribed for investment and the minimum amount of any additional investments, as well as the minimum shareholding, which any Limited Shareholder is required to comply with. The General Partner may also decide to increase the issue price by any fees, commissions and costs as disclosed in the Investment Memorandum.

It may also restrict or prevent the ownership of Ordinary Shares by any Prohibited Person as determined by the General Partner or require any prospective investor to provide it with any information that it may consider necessary for the purpose of deciding whether or not such Investor is, or will be a Prohibited Person.

For any of the Funds, Ordinary Shares of each available relevant Class are (subject to any specific terms as specified in the relevant Appendix) available for subscription (i) during an Initial Offering Period for such Class at the Initial Offering Price specified in the relevant Appendix together with any placement fee or other initial fee as may be set out in the relevant Appendix and (ii) after the Initial Offering Period as of each Subscription Day at the Subscription Price calculated as at the immediately preceding Valuation Day together with any placement fee or other initial fee as may be set out in the relevant Appendix. In case subscription applications are received following the close of the Initial Offering Period but prior to the first Valuation Day in respect of a Class, then at the discretion of the General Partner, Ordinary Shares may be issued at the Initial Offering Price for the Class, together with any placement fee or other initial fees as set out in the relevant Appendix. The Subscription Price will be determined in the reference currency of the relevant Fund.

No Ordinary Shares of any Fund and/or Class will be issued by the Company during any period in which the determination of the Net Asset Value of the Ordinary Shares of the relevant Fund and/or Class is suspended by the General Partner, as noted in Article 11 hereof. In the event the determination of the Net Asset Value per Ordinary Share of any Fund and/or Class is suspended, any pending subscriptions of Ordinary Shares of the relevant Fund and/or Class will be carried out on the basis of the next following Net Asset Value per Ordinary Shares of the relevant Fund and/or Class as determined in respect of the Valuation Day following the end of the suspension period.

The issue price (be it the Initial Offering Price or the Subscription Price) must be received before the issue of Shares. The payment will be made under the conditions and within the time limits determined by the General Partner and described in the Investment Memorandum and in any case the issue price will be payable no later than the period set out in the Investment Memorandum.

The General Partner may delegate to any duly authorised director, manager, officer or to any other duly authorised agent the power to accept subscriptions, to receive payment of the price of the new Shares to be issued and to deliver them.

The General Partner may agree to issue Ordinary Shares in consideration for a contribution in kind of assets in compliance with the conditions set forth by Luxembourg law. Further provisions may be detailed in the Investment Memorandum.

Without limiting the foregoing, the General Partner shall not accept subscriptions for interests in any Class of Shares, if by accepting such subscription it would result in, or create a material likelihood that, participation in any Fund by Benefit Plan Investors will be deemed to be "significant" for purposes of the Plan Asset Rules as set out in more detail in the Investment Memorandum.

7.2 Restrictions on Ownership of Ordinary Shares

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

The General Partner may restrict or prevent the ownership of Ordinary Shares in the Company by any Person qualifying as Prohibited Person.

For such purposes, the General Partner is entitled to:

a) decline to issue any Ordinary Shares and decline to register any transfer of an Ordinary Share, where it appears to it that such registry or transfer would or might result in legal or beneficial ownership of such Ordinary Shares by a Prohibited Person; and/or

b) at any time, require any person whose name is entered in, or any person seeking to register the transfer of Ordinary Shares on the register of Shareholders to furnish with any information, supported by affidavit, which the General Partner may consider necessary for the purpose of determining whether or not beneficial ownership of such Shareholder's shares rests in a Prohibited Person, or whether such registry will result in beneficial ownership of such Ordinary Shares by a Prohibited Person; and/or

c) where the General Partner considers in his reasonable opinion that any Prohibited Person either alone or in conjunction with any other person is a beneficial owner of Ordinary Shares, direct such Shareholder to sell his/her/its Ordinary Shares and to provide to the Company evidence of the sale within thirty (30) calendar days of the notice. If such Shareholder fails to comply with the direction of the General Partner, the General Partner may compulsorily redeem or cause to be redeemed from any such Shareholder all Ordinary Shares held by such Shareholder at the next Redemption Day; and/or

d) to compulsory redeem the Ordinary Shares held by a Prohibited Person.

8. Transfer of shares.

8.1 Transfer of Management Share

The transfer restrictions as set forth in Article 8.2 hereof shall not apply to the transfers of the Management Shares.

8.2 Transfer of Ordinary Shares

Ordinary Shares may only be transferred to Well-Informed Investors. Ordinary Shares may not be transferred to Prohibited Persons.

A Shareholder may request the transfer of part or all of his Ordinary Shares to another person. The transfer may only be processed provided the Company is satisfied that the transferor and the transferee (who shall be a Well-Informed Investor

and not a Prohibited Person) fulfil all the requirements applicable to redemption and subscription of Shares. Appropriate charges for such transfers may be levied, as further described in the relevant Appendix.

The Ordinary Shares in any Fund which are listed on the Luxembourg Stock Exchange are required to be negotiable and transferable on the Luxembourg Stock Exchange upon their admission to trading thereon (and trades registered thereon are not able to be cancelled by the General Partner); the requirements as to transfers to Well-Informed Investors will nevertheless apply to any party to which Ordinary Shares are transferred on the Luxembourg Stock Exchange. Considering the qualification of a subscriber or a transferee as Well-Informed Investor, the General Partner will have due regard to the applicable laws and regulations (if any) of the CSSF. Well-Informed Investors subscribing in their own name, but on behalf of a third party, must certify that such subscriptions are made on behalf of a Well-Informed Investor as aforesaid and the General Partner acting for and on behalf of the Company may require at its sole discretion, evidence that the beneficial owner of the Shares is a Well-Informed Investor. The holding at any time of any Ordinary Shares by a party which does not satisfy the requirements for Well-Informed Investors may result in the compulsory redemption of such Ordinary Shares by the General Partner.

Notwithstanding the foregoing, no transfer of any Class of Shares of any Fund will be permitted if giving effect to such transfer would result in or create a material likelihood that participation in any Class of Shares in any Fund by Benefit Plan investors will be deemed to be "significant" for purposes of the Plan Asset Rules as set out in more detail in the Investment Memorandum.

9. Redemption of ordinary shares. Ordinary Shares in relation to each Fund shall either be redeemable or notredeemable pursuant to the terms and conditions set forth in the relevant Appendix.

In case of redeemable Ordinary Shares, every Shareholder shall have the right on each Redemption Day to require the Company to redeem the Ordinary Shares under the terms and procedures set forth by the General Partner in the relevant Appendix and these Articles of Incorporation.

The Company will redeem the Ordinary Shares at the relevant Net Asset Value of such Ordinary Shares as of the relevant Redemption Day minus any applicable fees.

A redemption request will only be executed after the identity of the Shareholder and/or the beneficial owner has been established to the complete satisfaction of the Company. Payment will only be made to the respective Shareholder.

All redemption requests will be processed strictly in the order in which they are received and each redemption shall be processed at the Net Asset Value of the said Ordinary Shares.

Neither the Company nor the Depositary or the General Partner is responsible for any delays or charges incurred at any receiving bank or settlement system.

The Company or the AIFM may, with the consent of the relevant Shareholder(s), decide to satisfy payment of the redemption price in specie by allocating to the Shareholder investments from the portfolio of assets of the Company equal to the value of the shares to be redeemed in compliance of the condition set forth by Luxembourg law, provided that such redemption is specie in not detrimental to the remaining Shareholder(s).

If as a result of any request for redemption, the number or the aggregate Net Asset Value of the Ordinary Shares held by any Shareholder in any Class of Ordinary Shares of the relevant Fund would fall below the minimum holding set out in the relevant Appendix, then the General Partner may decide that this request be treated as a request for redemption of the full balance of such Shareholder’s holding of Ordinary Shares in the Company.

Further, if with respect to any given Valuation Day, redemption requests pursuant to this Article and conversion requests exceed a certain level determined by the General Partner in relation to the number of shares in issue in a specific Class, the General Partner may decide that part or all of such requests for redemption or conversion will be deferred for a period and in a manner that the General Partner considers to be in the best interest of the Shareholders of the Company. Following that period, with respect to the next relevant Valuation Day, these redemption and conversion requests will be processed strictly in the order in which they are received.

The Company may compulsory redeem Shares whenever the General Partner considers redemption to be in the best interest of the Company or a Fund or its Shareholders.

The redemption of Ordinary Shares of any Class of any Fund shall be suspended when the calculation of the Net Asset Value thereof is suspended.

The value of the Ordinary Shares at the time of redemption may be more or less than the amount initially invested by the Shareholder, depending on the market value of the assets held by the Fund at that time.

All redeemed Ordinary Shares shall be cancelled.

Any taxes, commissions and other fees incurred in connection with the payment of the redemption proceeds (including those taxes, commissions and fees incurred in any country in which Ordinary Shares are sold) will be charged by way of a reduction to any redemption proceeds to the redeeming Limited Shareholders.

Notwithstanding the foregoing, no redemptions of any Class of Shares of any Fund will be permitted if giving effect to such redemption would result in or create a material likelihood that participation in any Class of Shares of a Fund by Benefit Plan investors will be deemed to be "significant" for purposes of the Plan Asset Rules.

10. Conversion of ordinary shares. Unless otherwise determined for the relevant Fund, any Shareholder is entitled to request the conversion of whole or part of his Ordinary Shares of one Class into Ordinary Shares of another Class, within the same Fund or from one Fund to another Fund subject to such restrictions as to the terms and conditions as determined by the General Partner for the relevant Fund. The price for the conversion of Ordinary Shares from one Class into another Class shall be computed by reference to the respective Net Asset Value of the two Classes of Ordinary Shares, calculated on the same Valuation Day.

The conversion of Ordinary Shares of any Class of any Fund shall be suspended when the calculation of the Net Asset Value thereof is suspended.

If as a result of any request for conversion made through the Conversion Form the number or the aggregate Net Asset Value of the Ordinary Shares held by any Shareholder in any class of Ordinary Shares would fall below the minimum holding set out in the relevant Appendix, the General Partner may refuse on a discretionary basis to convert the Ordinary Shares from one Class to another Class.

The Ordinary Shares which have been converted into Ordinary Shares of another Class or/and of another Fund shall be cancelled on the relevant Subscription Day.

No conversion fee will result from the conversion of Ordinary Shares from a Class to another and/or from a Company to another, unless otherwise determined in the relevant Appendix.

Notwithstanding the foregoing, no conversion of any Class of Shares of any Fund will be permitted if giving effect to such conversion would result in or create a material likelihood that participation in any Class of Shares in any Fund by Benefit Plan investors will be deemed to be "significant" for purposes of the Plan Asset Rules as set out in more detail in the relevant Appendix.

11. Determination of the Net Asset Value.

11.1 Valuation

The Net Asset Value per Share of each Class and/or Series shall be calculated by the AIFM or the Administrative Agent or any other agent, which shall satisfy the requirements of the Law of 13 February 2007 and the Law of 12 July 2013 under the ultimate responsibility of the AIFM with respect to each Valuation Day in accordance with Luxembourg law.

The assets of the Company will be valued by the AIFM or an External Valuer. If an External Valuer is appointed for the valuation of the Company's assets, it shall not delegate the valuation function to a third party. The name of the appointed External Valuer (if any) will be set out in the Investment Memorandum.

The Net Asset Value of each Fund will be provided in the reference currency of the relevant Fund. The Net Asset Value per Share of each Class and/or Series will be provided in the reference currency of the relevant Fund in which such Class and/or Series is denominated.

The Net Asset Value per Ordinary Share of each Class in each Fund on any Valuation Day is determined by dividing the value of the total assets of that Fund properly allocable to such Class less the liabilities of such Fund properly allocable to such Class by the total number of Ordinary Shares of such Class outstanding on such Valuation Day.

The Net Asset Value per Ordinary Shares of a Series shall be determined by allocating the Net Asset Value of a Class among the Series of Ordinary Shares in that Class and then dividing the Net Asset Value of each Series by the number of outstanding Ordinary Shares therein. Ordinary Shares within a Series will therefore have the same Net Asset Value per Ordinary Share.

The Subscription Price and the redemption price of the different Classes will differ within each Fund as a result of the differing fee structure and/or distribution policy of each Class.

The total net assets of the Company will be equal to the difference between the gross assets and the liabilities of the Company based on consolidated accounts prepared in accordance with Luxembourg GAAP provided that the equity or liability interests attributable to Shareholders derived from these financial statements will be adjusted to take into account the fair (i.e. discounted) value of deferred tax liabilities (calculated on an undiscounted basis) as determined by the AIFM in accordance with its internal rules.

The calculation of the Net Asset Value shall be made in the following manner:

11.2 Assets of the Company

The assets of the Company shall include:

a) All cash on hand or on deposit, including any interest accrued thereon;

b) All bills and demand notes payable and accounts receivable (including proceeds of securities sold but not delivered);

c) All bonds, time notes, certificates of deposit, shares, stock, debentures, debenture stocks, subscription rights, warrants, options and other securities, financial instruments and similar assets owned or contracted for by the Company (provided that the Company may make adjustments in a manner not inconsistent with Article 11.3 below with regards to fluctuations in the market value of securities caused by trading ex-dividends, ex-rights, or by similar practices);

d) All stock dividends, cash dividends and cash distributions receivable by the Company to the extent information thereon is reasonably available to the Company;

e) All interest accrued on any interest-bearing assets owned by the Company except to the extent that the same is included or reflected in the principal amount of such asset;

f) The preliminary expenses of the Company, including the cost of issuing and distributing Shares of the Company, insofar as the same have not been written off;

g) All other assets of any kind and nature including expenses paid in advance.

The value of the assets shall be determined as follows:

i. The value of any cash in hand or on deposit, bills and demand notes payable and accounts receivable, prepaid expenses, cash dividends and interest declared or accrued as aforesaid and not yet received is deemed to be the full amount thereof, unless in any case the same is unlikely to be paid or received in full, in which case the value thereof is reduced after making such discount as the AIFM, or the External Valuer (if any) may consider appropriate in such case to reflect the true value thereof;

ii. The value of transferable securities, money market instruments and any financial assets admitted to official listing on any stock exchange or dealt on any regulated market shall be based on the last available closing or settlement price in the relevant market prior to the time of valuation, or any other price deemed appropriate by the AIFM, or the External Valuer (if any);

iii. In the event that any assets are not listed or dealt on any stock exchange or on any regulated market or if with respect to assets listed or dealt on any stock exchange, or any regulated market the price as determined pursuant to sub-paragraph (ii) is, in the opinion of the AIFM, or the External Valuer (if any), not representative of the value of the relevant assets, such assets are stated at fair market value or otherwise at the fair value at which it is expected they may be resold, as determined in good faith by or under the direction of the AIFM, or the External Valuer (if any);

iv. The liquidating value of futures, forward or options contracts not admitted to official listing on any stock exchange or dealt on any regulated market shall mean their net liquidating value determined, pursuant to the policies established prudently and in good faith by the AIFM, or the External Valuer (if any), on a basis consistently applied for each different variety of contracts. The liquidating value of futures, forward and options contracts admitted to official listing on any stock exchange or dealt on any regulated market shall be based upon the last available closing or settlement prices of these contracts on stock exchanges and regulated market on which the particular futures, forward or options contracts are traded on behalf of the Company; provided that if a future, forward or options contract could not be liquidated on the day with respect to which assets are being determined, the basis for determining the liquidating value of such contract shall be such value as the AIFM, or the External Valuer (if any) may deem fair and reasonable;

v. Money market instruments with a remaining maturity of ninety (90) days or less will be valued by the amortized cost method, which approximates market value. Under this valuation method, the relevant Fund's investments are valued at their acquisition cost as adjusted for amortization of premium or accretion of discount rather than at market value.

vi. Units or shares of an open-ended undertaking for collective investment will be valued at their last determined and available official net asset value, as reported or provided by such undertakings for collective investment or its agents, or at their last estimated net asset values (i.e. estimates of net asset values) if more recent than their last official net asset values, provided that due diligence has been carried out by the administrative agent, in accordance with instructions and under the overall control and responsibility of the AIFM, as to the reliability of such estimated net asset values. The Net Asset Value calculated on the basis of estimated net asset values of the target undertakings for collective investment may differ from the net asset value which would have been calculated on the relevant Valuation Day, on the basis of the official net asset values determined by the administrative agents of the target undertaking for collective investment. In case of significant differences between the estimated value and the final value of the target undertaking for collective investment, the Company may, at its discretion, recalculate the Net Asset Value for the relevant period. Units or shares of a closed-ended undertaking for collective investment will be valued in accordance with the valuation rules set out in items (ii) and (iii) above;

vii. Interest rate swaps will be valued on the basis of their market value established by reference to the applicable interest rate curve.

- Swaps pegged to indexes or financial instruments shall be valued at their market value, based on the applicable index or financial instrument. The valuation of the swaps tied to such indexes or financial instruments shall be based upon the market value of said swaps, in accordance with the procedures laid down by the AIFM.

- Credit default swaps are valued on the frequency of the Net Asset Value founded on a market value obtained by external price providers. The calculation of the market value is based on the credit risk of the reference party respectively the issuer, the maturity of the credit default swap and its liquidity on the secondary market. The valuation method is recognised by the AIFM and checked by the auditors.

- Total return swaps or total rate of return swaps ("TRORS") will be valued at fair value under procedures approved by the AIFM. As these swaps are not exchange-traded, but are private contracts into which the Company and a swap counterparty enter as principals, the data inputs for valuation models are usually established by reference to active markets. However it is possible that such market data will not be available for total return swaps or TRORS near the Valuation Day. Where such markets inputs are not available, quoted market data for similar instruments (e.g. a different underlying instrument for the same or a similar reference entity) will be used provided that appropriate adjustments be made to reflect any differences between the total return swaps or TRORS being valued and the similar financial instrument for which a price is available. Market input data and prices may be sourced from exchanges, a broker, an external pricing agency or a counterparty. If no such market input data are available, total return swaps or TRORS will be valued at their fair value

pursuant to a valuation method adopted by the AIFM which shall be a valuation method widely accepted as good market practice (i.e. used by active participants on setting prices in the market place or which has been demonstrated to provide a reliable estimate of market prices) provided that adjustments that the AIFM may deem fair and reasonable be made. The Company's auditors will review the appropriateness of the valuation methodology used in valuing total return swaps or TRORS. In any way the Company will always value total return swaps or TRORS on an arms-length basis.

- All other swaps will be valued at fair value as determined in good faith pursuant to procedures established by the AIFM;

viii. The value of contracts for differences will be based on the value of the underlying assets and vary similarly to the value of such underlying assets. Contracts for differences will be valued at fair market value, as determined in good faith pursuant to procedures established by the AIFM;

ix. All other securities, instruments and other assets are valued at fair market value as determined in good faith pursuant to procedures established by the AIFM.

For the purpose of determining the value of the Company's assets, the Administrative Agent, having due regards to the standard of care and due diligence in this respect, may, when calculating the Net Asset Value, completely and exclusively rely, unless there is manifest error or negligence on its part, upon the valuations provided by:

a) Various pricing sources available on the market such as pricing agencies (i.e., Bloomberg, Reuters) or fund administrators, or

b) Prime brokers and brokers, or

c) In the case no prices are found or when the valuation may not correctly be assessed, the Administrative Agent may rely upon the valuation provided by the AIFM, or the External Valuer (if any).

The AIFM, in its discretion, may permit some other method of valuation to be used if it considers that such valuation better reflects the fair value of any asset or liability of the Company. This method will then be applied in a consistent way. The Administrative Agent can rely on such deviations as approved by the AIFM, under the ultimate responsibility of the AIFM for the purpose of the net asset value calculation. In any event, the AIFM, or the External Valuer (if any) shall ensure the proper independent valuation of the assets of each Company.

Adequate provisions will be made, Fund by Fund, for expenses to be borne by each of the Company's Funds and off-balance-sheet commitments may possibly be taken into account on the basis of fair and prudent criteria.

The value of all assets and liabilities not expressed in the reference currency of a Fund will be converted into the reference currency of such Fund at the rate of exchange on the relevant Valuation Day. If such quotations are not available, the rate of exchange will be determined in good faith by or under procedures established by the AIFM.

The AIFM, in its discretion, may permit some other method of valuation to be used if it considers that such valuation better reflects the fair value of any asset of the Company.

11.3 Liabilities of the Company

The liabilities of the Company shall include:

a) All loans, bills and accounts payable;

b) All accrued interest on loans of the Company (including accrued fees for commitment for such loans);

c) All accrued or payable expenses;

d) All known liabilities, present and future, including all matured contractual obligations for payments of money or property, including the amount of any unpaid dividends declared by the Company;

e) An appropriate provision for future taxes based on capital and income to the Valuation Day, as determined by the AIFM, or the External Valuer (if any), and other reserves (if any) authorised and approved by the AIFM, or the External Valuer (if any), as well as such amount (if any) as the AIFM, may consider to be an appropriate allowance in respect of any contingent liabilities of the Company;

f) All other liabilities of the Company of whatsoever kind and nature reflected in accordance with generally accepted accounting principles. In determining the amount of such liabilities the AIFM,, or the External Valuer (if any), shall take into account all reasonable costs and expenses (i) of all transactions carried out by it or on its behalf; and (ii) of the administration of the Company and all operating expenses of the Company or Fund, including, but not limited to, (a) the charges and expenses of legal advisers and the Auditor, including, but not limited to, tax preparation fees, (b) brokers' commissions, custodial fees, and clearing and settlement charges (if any) and any issue or transfer taxes chargeable in connection with any portfolio transactions, (c) all taxes and corporate fees payable to governments or agencies and all expenses and fees incurred in connection with the registration, qualification, or exemption of the Company under any applicable laws and expenses related to the maintenance thereof, (d) all principal, interest, fees, expenses, and other amounts payable in respect of or in connection with borrowings, financings, or derivative transactions (if any), (e) communication expenses with respect to investor services and all expenses of meetings of Shareholders and of preparing, printing, and distributing financial and other reports, proxy forms, investment memoranda, brochures, and similar documents, (f) the cost of insurance for the Company or the members of the Board, (g) litigation and indemnification expenses, (h) extraordinary expenses not incurred in the ordinary course of business, being inter alia the cost of obtaining and maintaining the listing of the Shares, as the case may be, (i) marketing and promotional expenses, (j) the attendance of the members of the Board and other attendees at meetings of the Board such as travelling, hotel, and other expenses related to such meetings,

(k) all other organizational and operating expenses, (l) fees and expenses of third party consultants, other third party professionals, and personnel that perform functions specific to the Company or a Fund, (m) all other miscellaneous expenses that the General Partner and/or the AIFM, as appropriate, in good faith determines to be Company or Fund expenses, (n) all research, trading, and investment-related costs and expenses (e.g., costs of due diligence, independent appraisals, asset sourcing, acquisition, legal, and accounting costs associated with specific investments), with respect to the relevant Fund, (o) all fees or costs required to protect or preserve any investment held by a Fund as determined in good faith by the General Partner, (p) all fees and other expenses incurred in connection with the investigation, prosecution, or defence of any claims, assertion of rights, or pursuit of remedies, by or against the Company or a Fund (including, but not limited to, professional and other advisory and consulting expenses and travel expenses), (q) all expenses of liquidating the Company and/or any Fund, (r) other expenses in connection with the business of the Company and/or any Fund, and (s) all remunerations, fees, expenses and similar incurred with respect to the members of the Board and (t) any value added tax which may be payable on any of the above expenses. The AIFM, or the External Valuer (if any), may accrue administrative and other expenses of a regular or recurring nature based on an estimated amount on a pro-rata basis for yearly or other periods.

11.4 Allocation of the assets and liabilities of the Company

The General Partner shall establish a Fund in respect of each Class of Shares and may establish a Fund in respect of two or more Classes of Shares in the following manner:

a) If two or more Classes of Shares relate to one Fund, the assets attributable to such Classes shall be commonly invested pursuant to the specific investment policy of the Fund concerned. The proceeds to be received from the issue of Shares of a Class shall be applied in the books of the Company to the Fund established for that Class of Shares, and the relevant amount shall increase the proportion of the net assets of such Fund attributable to the Class of Shares to be issued, and the assets and liabilities and income and expenditure attributable to such Class or Classes shall be applied to the corresponding Fund subject to the provisions of this clause;

b) On each occasion when Shares are issued or redeemed, the Net Asset Value to be allocated to each Share and/or sub-Class of Shares shall be increased or reduced by the amount received or paid out.

c) Where any asset is derived from another asset, such derivative asset shall be applied in the books of the Company to the same Fund as the assets from which it was derived and on each revaluation of an asset, the increase or decrease in value shall be applied to the relevant Fund;

d) Where the Company incurs a liability which relates to any asset of a particular Class or Fund or to any action taken in connection with an asset of a particular Class or Fund, such liability shall be allocated to the relevant Class or Fund;

e) In case where any asset or liability of the Company cannot be considered as being attributable to a particular Class of Shares or Fund, such asset or liability shall be allocated to all the Classes of Shares or Fund pro rata to the Net Asset Values of the relevant Classes of Shares or Funds or in such other manner as determined by the General Partner acting in good faith. Each Class of Shares or Fund shall only be responsible for the liabilities which are attributable to such Class of Shares or Fund;

f) Upon the payment of distributions to the holders of any Class of Shares, the Net Asset Value of such Class of Shares shall be reduced by the amount of such distributions (causing a reduction in the amount of the Net Asset Value to be allocated to the Shares of this Class); whereas the Net Asset Value of accumulation shares shall remain unchanged (causing an increase in the amount of the Net Asset Value to be allocated to accumulation shares).

All valuation regulations and determinations shall be interpreted and made in accordance with generally accepted accounting principles.

In the absence of bad faith, wrongful misconduct, gross negligence or manifest error, or except where otherwise expressly decided by the General Partner at its sole discretion, every decision in calculating the Net Asset Value taken by the General Partner or the Administrative Agent or any other agent in calculating the Net Asset Value, shall be final and binding on the Company and on present, past or future Shareholders. The result of each calculation of the Net Asset Value shall be certified by a manager or a duly authorised representative or a designee of the AIFM.

For the purpose of this Clause:

a) Shares of the Company to be redeemed/converted hereof shall be treated as existing and taken into account until immediately after the time specified by the General Partner on the Valuation Day on which such redemption is made and from such time and until paid by the Company the price therefore shall be deemed to be a liability of the Company;

b) Shares to be issued by the Company shall be treated as being in issue as from the time specified by the General Partner on the Valuation Day on which such issue is made and from such time and until received by the Company the price therefore shall be deemed to be a claim due to the Company;

c) All investments, cash balances and other assets expressed in currencies other than the reference currency of the relevant Fund shall be valued after taking into account the market rates or rates of exchange in force on the relevant Valuation Day; and

d) Where on any Valuation Day the Company has contracted to:

a. Purchase any asset, the value of the consideration to be paid for such asset shall be shown as a liability of the Company and the value of the asset to be acquired shall be shown as an asset of the Company;

b. Sell any asset, the value of the consideration to be received for such asset shall be shown as an asset of the Company and the asset to be delivered shall not be included in the assets of the Company;

Provided however, that if the exact value or nature of such consideration or such asset is not known on such Valuation Day, then its value shall be estimated by the AIFM, or the External Valuer (if any).

11.5 Suspension of the Net Asset Value

The AIFM may temporarily suspend the determination of the Net Asset Value per Share of any particular Fund and the issue and redemption of its Ordinary Shares from its Shareholders as well as the conversion from and to Ordinary Shares of each Class:

a) During any period when any of the principal stock exchanges, regulated market on which a substantial plan of the Company's investments attributable to such Fund is quoted, or when one or more foreign exchange markets in the currency in which a substantial portion of the assets of the Fund is denominated, are closed otherwise than for ordinary holidays or during which dealings are substantially restricted or suspended; or

b) When political, economic, military, monetary or other emergency events beyond the control, liability and influence of the Company make the disposal of the assets of any Fund impossible under normal conditions or such disposal would be detrimental to the interest of the Shareholders; or

c) During any breakdown in the means of communication network normally employed in determining the price or value of any of the relevant Fund's investments or the current price or value on any market or stock exchange in respect of the assets attributable to such Fund; or

d) During any period when the Company is unable to repatriate funds for the purpose of making payments on the redemption of Ordinary Shares of such Fund or during which any transfer of funds involved in the realisation or acquisition of investments or payments due on redemption of Ordinary Shares cannot, in the opinion of the AIFM, be effected at normal rates of exchange; or

e) During any period when for any other reason the prices of any investments owned by the Company cannot promptly or accurately be ascertained; or

f) During any period when the the AIFM so decides, provided all Shareholders are treated on an equal footing and all relevant laws and regulations are applied (1) as soon as an extraordinary general meeting of Shareholders of the Company or a Fund has been convened for the purpose of deciding on the liquidation or dissolution of the Company or a Fund and (2) when the General Partner is empowered to decide on this matter, upon its decision to liquidate or dissolve a Fund; or

g) Whenever exchanging or capital movements' restrictions prevent the execution of transactions on behalf of the Company; or

h) When exceptional circumstances might adversely affect Shareholders' interest or in the case that significant requests for subscription, redemption or conversion are received, the AIFM reserves the right to set the value of Ordinary Shares in one or more Funds only after having sold the necessary securities, as soon as possible on behalf of the Fund(s) concerned. In this case, subscriptions, redemptions and conversions that are simultaneously in the process of execution will be treated on the basis of a single net asset value in order to ensure that all Shareholders having presented requests for subscription, redemption or conversion are treated equally.

Any such suspension shall be notified to the concerned Shareholders and subscribers.

Suspended subscriptions, redemptions and conversions will be taken into account on the first Valuation Day after the suspension ends.

Such suspension as to any Fund of Ordinary Shares shall have no effect on the calculation of the Net Asset Value per Ordinary Share, the issue, redemption and conversion of Ordinary Shares of any other Fund(s).

Chapter III. - Management

12. Powers of the General Partner. The Company shall be managed by Shard Capital Funds GP, a private limited liability company (société à responsabilité limitée) incorporated under the laws of the Grand Duchy of Luxembourg, in its capacity as Unlimited Shareholder of the Company.

The General Partner is, within the limits set out in these Articles of Incorporation and the Investment Memorandum, vested with the broadest powers to perform all acts of disposition, management and administration within the Company's purpose, in particular in compliance with the investment policy, objectives and strategy and the investment restrictions as determined in these Articles of Incorporation and the Investment Memorandum.

All powers not expressly reserved by law or the present Articles of Incorporation to the general meeting of Shareholders fall within the competence of the General Partner. The Limited Shareholders shall neither participate in nor interfere with the management of the Company.

The General Partner, while observing the principle of risk diversification, has the responsibility for laying down the investment policy of the Funds. The General partner is also responsible for monitoring the business activity of the Company. It may carry out all acts of management and administration on behalf of the Company. The General Partner may, under its supervision, delegate its functions to one or several agents as are appropriate.

Meetings of the General Partner are held in accordance with the terms and conditions as set out in the articles of incorporation of the General Partner.

The General Partner shall, under the conditions and within the limits laid down by the Law of 13 February 2007 and the Law of 12 July 2013, appoint an external alternative investment fund manager authorised under Chapter 2 of the Law of 2013 or under Chapter II of the AIFM Directive in order to carry out the functions described in Annex I of the AIFM Directive. Details regarding the appointment of the external AIFM will be set out in the Investment Memorandum.

13. Removal of the General Partner. The General Partner may not be removed by the general meeting of Shareholders and replaced by another General Partner except for (i) a material and serious breach of these Articles of Incorporation, display of gross negligence, fraud or other serious wilful misconduct, or (ii) for any illegal acts of the General Partner to the extent such illegal acts may be considered by the general meeting of Shareholders as impacting its ability or honorabilité or appropriateness to perform its functions.

The removal, solely on the grounds mentioned above, which shall be effective immediately, requires a decision of the general meeting of Shareholders. The quorum shall be reached if at least fifty (50) per cent of the share capital is present or represented. If such quorum requirement is not met, a second general meeting of Shareholders will be called which may validly deliberate, irrespective of the proportion of the share capital represented. In both meetings, the resolutions shall be passed if they are carried by at least an eighty (80) per cent majority of the votes cast at such meeting. Such general meeting of Shareholders may be held at any time and called by the General Partner upon the request of Shareholders representing at least ten (10) per cent of the capital of the Company. Decisions shall be validly passed without the concurrence of the General Partner.

In case of removal, the General Partner shall procure that the Management Share held by it at the time it is removed from office is forthwith transferred to any successor General Partner that shall be appointed by the general meeting of Shareholders at a price equal to the subscription price paid upon subscription of such Management Share and shall sign all acts, contracts and deeds and in general do all things that may be necessary to implement such transfer.

In case of removal, the General Partner shall not be entitled to a break-up fee and to any transaction payment in respect of which it has acted fraudulently.

14. Representation of the Company. The Company will be bound towards third parties by the sole signature of the General Partner represented by the signature of one class A manager, for any engagement up to an amount of fifteen thousand Euro (EUR 15,000), and for any other matters, by the joint signature of one class A manager and one class B manager or by the signature of any other person to whom such power has been delegated by one class A manager and one class B manager.

No Limited Shareholder shall represent the Company.

15. Liability and indemnity of the General Partner. Any claim arising between the Shareholders and the General Partner shall be settled according to Luxembourg law and subject to the jurisdiction of the Courts of City of Luxembourg, provided that the General Partner may subject itself and the Company to the jurisdiction of courts of the countries in which the Shares are sold, with respect to claims by investors resident in such countries and, with respect to matters relating to subscriptions by Shareholders resident in such countries, to the laws of such countries.

Neither the General Partner, nor any of its affiliates, Shareholders, officers, managers, agents and representatives (collectively, the "Indemnified Parties") shall have any liability, responsibility or accountability in damages or otherwise to any Shareholder, and the Company agrees to indemnify, pay, protect and hold harmless each of the Indemnified Parties from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, all reasonable costs and expenses of attorneys, defence, appeal and settlement of any and all suits, actions or proceedings instituted or threatened against the Indemnified Parties or the Company) and all costs of investigation in connection therewith which may be imposed on, incurred by, or asserted against the Indemnified Parties, the Company or in any way relating to or arising out of, or alleged to relate to or arise out of, any action or inaction on the part of the Company, on the part of the Indemnified Parties when acting on behalf of the Company or on the part of any agents when acting on behalf of the Company; provided that the General Partner in its capacity as unlimited Shareholder of the Company shall be liable, responsible and accountable for and shall indemnify, pay, protect and hold harmless the Company from and against, and the Company shall not be liable to the General Partner for, any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs, expenses or disbursements of any kind or nature whatsoever (including, without limitation, all reasonable costs and expenses of attorneys, defence, appeal and settlement of any and all suits, actions or proceedings instituted or threatened against the Company and all costs of investigation in connection, therewith asserted against the Company) which result from the General Partner's fraud, gross negligence, wilful misconduct or material breach of the Investment Memorandum and these Articles of Incorporation.

16. Delegation of powers; Agents of the General Partner. The General Partner may, at any time, appoint officers or agents of the Company as required for the affairs and management of the Company, provided that the Limited Shareholders cannot act on behalf of the Company without losing the benefit of their limited liability. The appointed officers or agents shall be entrusted with the powers and duties conferred to them by the General Partner.

The General Partner will determine any such investment advisors', subinvestment advisors', officers' or agents' responsibilities and remuneration (if any), the duration of the period of representation and any other relevant conditions of his agency.

The General Partner may also confer special powers of attorney by notarial or private proxy.

17. Prime broker. If and to the extent the services of one or several prime brokers is/are used on behalf of the Company, this/these prime broker(s) shall satisfy the requirement of the 2013 Law and will be entitled to transfer and reuse the Company's assets within the limits, but to the largest extent permitted by, Luxembourg laws and regulations and under the conditions laid down in the relevant brokerage agreements.

18. Conflict of interest. The following inherent or potential conflicts of interest should be considered:

The General Partner, and the AIFM, will act exclusively in the best interest of the Company. The interest of the managers of the General Partner and the AIFM, and their interest in companies associated with the management, promotion and marketing of the Company and the Shares are set out in the Investment Memorandum.

In the conduct of its business, the policy of the AIFM, is to identify, manage and where necessary prohibit any action or transaction that may pose a conflict between the interest of the AIFM, and the Company or its Shareholders and between the interest of one or more Shareholders and the interest of one or more other Shareholders. The AIFM strives to manage any conflicts in a manner consistent with the highest standards of integrity and fair dealing.

Notwithstanding its due care and best effort, there is a risk that the organisational or administrative arrangements made by the AIFM for the management of conflicts of interest are not sufficient to ensure with reasonable confidence, that risks of damage to the interest of the Company or its Shareholders will be prevented. In such case these non-neutralised conflicts of interest as well as the decisions taken will be reported to Shareholders in an appropriate manner.

19. Preferential treatment. Under the conditions set forth in Luxembourg laws and regulations, each investor should note that one or more investor(s) of a Fund may obtain a preferential treatment as regards, amongst others, the fees to be paid, the various reports and information to be received, the right to be consulted and/or represented in advisory and/or any other Fund's committees, the co-investment opportunities, etc. Further details on any such preferential treatment, including the type of investors that may obtain such preferential treatment will be made available to all investors without cost upon request.

Chapter IV. - General meeting of Shareholders

20. Powers of the general meeting of Shareholders. Any regularly constituted meeting of Shareholders of the Company shall represent the entire body of Shareholders of the Company. The general meeting of Shareholders shall deliberate only on the matters which are not reserved to the General Partner by these Articles of Incorporation or by the law.

21. Annual general meeting. The annual general meeting of Shareholders of the Company will be held at the registered office of the Company in Luxembourg on the third Tuesday of September of each year at 2:00 pm (Luxembourg time). If such day is not a bank business day in Luxembourg, the meeting will be held on the next following bank business day.

22. Other general meetings. The General Partner may convene other general meetings of Shareholders. The General Partner shall be obliged to convene a general meeting so that it is held within a period of one (1) month if Shareholders representing one-tenth (1/10) of the share capital of the Company require it in writing with an indication on the agenda.

Such other general meetings will be held at such places and times as may be specified in the respective notices convening the meeting.

23. Convening of general meeting. A general meeting of Shareholders is convened by the General Partner in compliance with Luxembourg law.

As all Shares are in registered form, convening notices may be mailed by registered mail to the Shareholders at their registered address. Notices will specify the place and time of the meetings, the conditions of admission, the agenda, the quorum and the voting requirements will be given at least eight (8) days prior to the meetings.

If all the Shareholders are present or represented at a general meeting of Shareholders and if they state that they have been informed of the agenda of the meeting, the Shareholders can waive all convening requirements and formalities.

24. Presence, Representation. All Shareholders are entitled to attend and speak at all general meetings of Shareholders.

All Shareholders may attend the annual general meeting, any general meetings and Class meetings of the Funds in which they hold Ordinary Shares and may vote either in person or by appointing in writing or by telefax, cable, telegram, telex or e-mail as their proxy another person who need not be a Shareholder themselves.

For the quorum and the majority requirements, the Shareholders participating in the general meeting of Shareholders by videoconference, conference call or by other means of telecommunication allowing for their identification are deemed to be present. These means must comply with technical features guaranteeing an effective participation to the meeting whereof the deliberations are retransmitted in a continuing way.

25. Proceedings. General meetings of Shareholders shall be chaired by the General Partner or by a person designated by the General Partner.

The chairman of any general meeting of Shareholders shall appoint a secretary.

Each general meeting of Shareholders shall elect one scrutineer to be chosen from Shareholders present or represented.

The above-described persons in this Article 25 together form the office of the general meeting of Shareholders.

26. Vote. Each Share entitles the holder thereof to one (1) vote.

Unless otherwise provided by law or by these Articles of Incorporation, all resolutions of the general meeting of Shareholders shall be taken by simple majority of votes of the capital present or represented, regardless of the proportion of the capital represented.

In accordance with these Articles of Incorporation and as far as permitted by the Law of 10 August 1915, any decision of the general meeting of Shareholders will require the prior approval of the General Partner in order to be validly taken.

27. Minutes. The minutes of each general meeting of Shareholders shall be signed by the chairman of the meeting, the secretary and the scrutineer.

Copies or extracts of these minutes to be produced in judicial proceedings or otherwise shall be signed by the General Partner.

28. General meetings of shareholders of fund or class. The Shareholders of a Fund or Class issued in respect of any Fund may hold, at any time, general meetings to decide on any matters, which relate exclusively to such Fund or Class.

The provisions set out in Articles 23 to 28 of these Articles of Incorporation as well as in the Law of 10 August 1915 shall apply to such general meetings.

Unless otherwise provided for by law or herein, resolutions of a general meeting of Shareholders of a Fund or Class are passed by a simple majority vote of the capital present or represented.

Moreover, any resolution of the general meeting of Shareholders of the Company, affecting the rights of the Shareholders of any Fund or Class vis-à-vis the rights of the Shareholders of any other Fund or Class shall be subject to a resolution of the general meeting of Shareholders of such Fund or Class in compliance with the Law of 10 August 1915.

Chapter V. - Financial year, Auditors, Distribution of profits, Information to investors

29. Financial year and information to investors. The Company's financial year shall start on 1 April of each year and shall end on 31 March of the next year.

In respect of each financial year, the AIFM, will mail or email to each Shareholder an annual report, including audited financial statements for the Company, within six (6) months after the end of such financial year.

If applicable, any other financial information concerning the Company, as prescribed by the Law of 13 February 2007 and the Law of 12 July 2013, including the Net Asset Value per Share and the composition of the portfolio held by the Fund, as well as any material changes thereof, will be made available free of charge to each investor at the registered office of the Company and at such places as specified in the Investment Memorandum. Furthermore, the AIFM will make available to each Shareholder, information with regard to the relevant Fund as of each Valuation Day.

30. Auditors. The accounting data related in the annual reports of the Company shall be examined by one or several authorised independent auditors (réviseur d'entreprise agréé) appointed by the general meeting of Shareholders which shall be remunerated by the Company.

31. Distribution. Except as otherwise mentioned in the relevant Appendix, it is not envisaged that any income or gains derived from the Funds' investments be distributed by way of dividends.

The General Partner may, at any time and in its sole discretion, decide to create specific Classes and/or Series of Ordinary Shares that are either distributing or accumulating.

The part of the year's net income corresponding to accumulation Shares will be capitalized in the relevant Fund, Class or Series for the benefit of the accumulating Shares.

For any distributing Shares, the general meeting of Shareholders of the relevant Fund, Class and/or Series shall, upon proposal from the General Partner and within the limits provided by Luxembourg law, decide whether and to what extent distributions are to be paid out of the Fund's assets and may from time to time declare, or authorize the General Partner to declare distributions.

For any Shares entitled to distributions, the General Partner may furthermore decide to pay interim dividends in compliance with applicable law.

Distributions may only be made if the net assets of the Fund do not fall below the minimum set forth by law (i.e. currently EUR 1,250,000.-) or the equivalent amount in any another currency.

Distributions will be made in cash. However, the General Partner is authorized, subject to the prior consent of the relevant Limited Shareholder(s), to make in-kind distributions/payments of assets out of the relevant Fund.

Payments of distributions to Shareholders shall be made at their respective addresses specified in the register of Shareholders. Distributions will be declared in the reference currency of each Fund, Class or Series. No interest shall be paid on a dividend declared by the General Company and kept by it at the disposal of its beneficiary.

All distributions will be made net of any income, withholding and similar taxes payable by the Company, including, for example, any withholding taxes on interest or dividends received by the Fund.

Distributions unclaimed for five (5) years after their declaration will be forfeited and revert to the relevant Fund, Class or Series.

Further distribution rules applicable to each Fund may be made in the Investment Memorandum.

Chapter VI. - Dissolution, Liquidation

32. Dissolution and liquidation of the Company. The Company has been established for an unlimited period of time.

The Company shall not be dissolved in the event of the General Partner's legal incapacity, dissolution, resignation, retirement, insolvency or bankruptcy or for any other reason provided under applicable law where it is impossible for the General Partner to act, it being understood for the avoidance of doubt that the transfer of its Management Share by the General Partner will not lead to the dissolution of the Company.

In the event of legal incapacity or inability to act of the General Partner as mentioned under the preceding paragraph, the general meeting of Shareholders will appoint a new general partner by means of a resolution adopted by Limited Shareholders representing at least eighty-five (85) per cent of the Ordinary Shares in favour of the appointment of the new general partner, subject to the prior approval of the CSSF.

At the proposal of the General Partner and unless otherwise provided by law and these Articles of Incorporation, the Company may at any time be dissolved by a resolution of the general meeting of Shareholders adopted in the manner required to amend these Articles of Incorporation, and subject to the approval of the General Partner.

In particular the General Partner shall submit to the general meeting of Shareholders the dissolution of the Company when all investments of the Company have been disposed at or liquidated.

Whenever the share capital falls below two-thirds (2/3) of the subscribed capital indicated in Article 5, the General Partner shall refer the question of the dissolution of the Company to the general meeting of Shareholders. The general meeting of Shareholders, for which no quorum shall be required, shall decide by a simple majority of the validly cast votes, which for the avoidance of doubt shall not include abstention, nil vote and blank ballot paper.

The question of the dissolution of the Company shall further be referred to the general meeting of Shareholders whenever the subscribed capital falls below one-fourths (1/4) of the subscribed capital indicated in these Articles of Incorporation; in such an event, the general meeting of Shareholders shall be held without any quorum requirements and the dissolution may be decided by Shareholders holding one-fourths (1/4) of the shares represented and validly cast at the meeting.

The general meeting of Shareholders must be convened so that it is held within a period of forty (40) days from ascertainment that the subscribed capital of the Company have fallen below two-thirds (2/3) or one-fourths (1/4) of the legal minimum, as the case may be, or they have fallen below the amount of one million two hundred and fifty thousand Euro (EUR 1,250,000), as defined by the Law of 13 February 2007.

The liquidation shall be carried out by one or several liquidators, who may be natural persons or legal entities, subject to CSSF approval and appointed by the general meeting of Shareholders which shall determine their powers and their compensation.

Should the Company be voluntarily or compulsorily liquidated, its liquidation will be carried out in accordance with the provisions of the Law of 13 February 2007. The Law of 13 February 2007 specifies the steps to be taken to enable Shareholders to participate in the distribution(s) of the liquidation proceeds and provides for a deposit escrow at the Caisse de Consignations at the time of the close of liquidation. Amounts not claimed from escrow within the statute of limitation period will be liable to be forfeited in accordance with the provisions of the Luxembourg law.

33. Dissolution and liquidation of funds. In the event that, for any reason whatsoever the value of the net assets in any Fund or the value of the net assets of any Class of Shares within a Fund has fallen below such an amount considered by the General Partner as the minimum level under which the Class and/or the Fund may no longer operate in an economic efficient way, or in the event that a significant change in the economic or political situation impacting such Class and/or Fund should have negative consequences on the investment of such Class and/or Fund, the General Partner may liquidate the Fund. In such a case, the General Partner will liquidate the assets of the Fund in an orderly manner and the net proceeds from the disposal or liquidation of investments will be distributed to the Shareholders in proportion to their holding of Shares.

In the same circumstances as provided for above, the General Partner may decide to compulsorily redeem all the shares of the relevant Class or Classes issued in such Fund. Such redemption will be made at the Net Asset Value applicable on the day on which all assets attributable to such Fund have been realised. The decision of the General Partner will be published (either in newspapers to be determined by the General Partner or by way of a notice sent to the Shareholders at their addresses indicated in the register of Shareholders) prior to the effective date of the compulsory redemption and the publication will indicate the reasons for, and the procedures of the compulsory redemption operations.

Notwithstanding the powers conferred to the General Partner by the preceding paragraph, the Shareholders of any one or all Classes of Shares issued in any Fund may at a general meeting of such Shareholders, upon proposal from the General Partner, redeem all the Shares of the relevant Class or Classes and refund to the Shareholders the Net Asset Value of their Shares (taking into account actual realised prices of investments and realised expenses) calculated on the Valuation Day at which such decision shall take effect. There shall be no quorum requirements for such general meeting of Shareholders which shall decide by resolution taken by simple majority of the validly cast votes.

Assets which may not be distributed to their beneficiaries upon the implementation of the redemption will be deposited with the Depositary for a period of six (6) months thereafter; after such period, the assets will be deposited with the "Caisse de Consignations" on behalf of the persons entitled thereto.

All redeemed Shares shall be cancelled.

The liquidation procedure will be verified by the auditor of the Company as part of its audit of the annual report. The annual report must refer to the liquidation decision and describe the progress of the liquidation.

Chapter VII. - Final provisions

34. Depositary. The General Partner and the AIFM, shall enter into a written depositary agreement with the Depositary for all of the Company's assets, including its cash and securities, which will be held either directly or through other financial institutions such as correspondents, nominees, agents or delegates of the Depositary.

The Depositary shall be a credit institution within the meaning of the law dated 5 April 1993 as modified whose purposes is to engage in all types of banking and financial operations and services, to take ordinary interests in businesses as well as to undertake commercial and other operations for its own account and on behalf of third parties.

The Depositary shall fulfil the duties and responsibilities provided for by the Law of 13 February 2007 and the Law of 12 July 2013.

Under the conditions set forth in Luxembourg laws and regulations, including in particular the Law of 2007 Law and the Law of 2013, the Depositary may discharge itself of liability towards the Company and the Shareholders. In particular, under the conditions laid down in article 19(14) of the Law of 2013, including the condition that the investors of the Company have been duly informed of that discharge and of the circumstances justifying the discharge prior to their investment, the Depositary can discharge itself of liability, in the case where the law of a third country requires that certain financial instruments are held in custody by a local entity and there are no local entities that satisfy the delegation requirements laid down in article 19(11), point (d)(ii) of the 2013 Law. Additional details are disclosed in the Investment Memorandum.

The General Partner, the AIFM and the Depositary may terminate the agreement with and the Depositary at any time by giving ninety (90) days' notice in writing. If the termination notice is given by the Depositary, the Company or the AIFM are required to name within two (2) months a successor depositary to whom the Company's assets are to be delivered promptly and who will take over the functions and responsibilities of the Depositary.

35. Amendments of these Articles of Incorporation. Unless otherwise provided by the present Articles of Incorporation and as far as permitted by the Law of 10 August 1915, at any general meeting of Shareholders convened in accordance with the law to amend these Articles of Incorporation or to resolve issues for which the law or these Articles of Incorporation refer to the conditions set forth for the amendment of these Articles of Incorporation, the quorum shall be at least one-half (1/2) of the capital being present or represented. If such quorum requirement is not met, a second general meeting of Shareholders will be called which may validly deliberate, irrespective of the portion of the capital represented.

In both meetings, resolutions must be passed by at least two-thirds (2/3) of the votes of the capital present or represented. In accordance with these Articles of Incorporation and the Law of 10 August 1915, any amendment to these Articles of Incorporation by the general meeting of Shareholders will require the prior approval of the General Partner in order to be validly taken.

36. Applicable law. All matters not governed by these Articles of Incorporation shall be determined in accordance with the Law of 10 August 1915 and the Law of 12 July 2013.

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

The undersigned notary, who understands and speaks English, states herewith that on request of the above appearing parties, the present deed is worded in English.

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

The document having been read to the persons appearing known to the notary by their name, first names, civil status and residence, those persons signed together with the notary the present deed.

Signé: G. SCHNEIDER, S. WOLTER, L. SAVOURE et H. HELLINCKX.

Enregistré à Luxembourg, Actes Civils 1, le 12 mars 2015. Relation: 1LAC/2015/7744. Reçu soixante-quinze euros (75,- EUR).

Le Receveur (signé): I. THILL.

POUR EXPEDITION CONFORME, délivrée à la société sur demande.

Luxembourg, le 27 avril 2015.

Référence de publication: 2015062165/1022.

(150071714) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 avril 2015.

Euromedic Management 2013 S.à r.l., Société à responsabilité limitée.

Capital social: EUR 13.259,58.

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

R.C.S. Luxembourg B 177.777.

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In the year two thousand and fourteen, on the twelfth day of December,

Before us, Maître Francis Kesseler, notary residing in Esch-sur-Alzette, Grand Duchy of Luxembourg,

There appeared:

1) Start Holdco S.à r.l., a private limited liability company (société à responsabilité limitée) governed by the laws of the Grand-Duchy of Luxembourg, having its registered office at 412F route d'Esch, L-1471 Luxembourg, and registered with the Luxembourg Trade and Companies Register under number B 141422;

2) Mr. Dimitrios Moulavisilis, with professional address at West End Business Center, 22-24 Vaci St., 1132, Budapest, Hungary;

3) Mr. Bence Varady-Szabo, with professional address at West End Business Center, 22-24 Vaci St., 1132, Budapest, Hungary;

4) Mr. Steve Smith, with professional address at West End Business Center, 22-24 Vaci St., 1132, Budapest, Hungary;

5) Mr. Zoltan Szepesi, with professional address at West End Business Center, 22-24 Vaci St., 1132, Budapest, Hungary;

6) Mrs. Katalin Durst, with professional address at West End Business Center, 22-24 Vaci St., 1132, Budapest, Hungary;

7) Compagnia Fiduciaria Nazionale S.P.A., a company incorporated in Italy, with its registered office at Galleria De Cristoforis, 3, 20122 Milan, Italy;

8) Mrs. Lilla Kardos, with professional address at West End Business Center, 22-24 Vaci St., 1132, Budapest, Hungary;

9) Mr. David Karasek, with professional address at Na Poikopi 15, 110 00 Praha 1, Czech Republic;

10) Mr. Emir Ozler, with professional address at Levent Mah. Karabfi Sok. No:3,1. Levent 34330 Istanbul, Turkey;

11) Mr. Theodoros Karoutzos with professional address at 1 Patroklou & Paradisou str, 15125 Marousi, Athens, Greece;

12) Mr. Vitalijus Orlovas, with professional address at Konstitucijos str. 7, Vilnius, LT-09308, Lithuania;

13) Mrs. Jasmina Omeragic Resic, with professional address at Strossmayerov trg 7, 10000 Zagreb, Croatia;

14) Mr. Michael Leahy, with professional address at 5911 Trevors Way, Tampa, Florida 33625, United Stated of America;

15) Mr. Ian Lennon, with professional address at Barlang Utca 12a, Budapest 1025, Hungary;

16) Mr. Radu Lupu Gorduza, with professional address at 41 aviatorilor Blvd, 2 nd Floor, Sector 1, Bucharest, Romania;

17) Mr. Marijan Bilic, with professional address at Bana Milosavljevica 8, Street, 78000 Banja Luka, Republic of Srpska, Bosnia and Herzegovina; and

18) Mr. Miguel Esteves Coelho Dos Santos, with professional address at Av. D. João II, lote 1.12.02, Edifício Adamastor, Torre B, 7° - Parque das Nações, 1990-077 Lisboa, Portugal.

(together referred to as the "Shareholders");

here represented by Mrs Sofia AFONSO-DA CHAO CONDE, private employee, residing professionally in Esch/Alzette, by virtue of proxies given under private seal.

The said proxies, after having been signed ne varietur by the representative of the appearing parties and the undersigned notary, shall remain annexed to the present deed for the purpose of registration.

Such appearing parties, represented as stated here above, has requested the notary to enact the following:

I. The present private limited liability company "Euromedic Management 2013 S.à r.l." (the Company), with registered office at 412F route d'Esch, L-1471 Luxembourg, registered with the Luxembourg Trade and Companies Register under section B number 177777, has been incorporated by deed dated 13 June 2013 and enacted by Maître Blanche Moutrier, notary residing at Esch-sur-Alzette (Grand Duchy of Luxembourg), acting in replacement of the undersigned notary, as published in the Mémorial C, Recueil des Sociétés et Associations dated 17 July 2013 under number 1719. The articles of associations of the Company (the Articles) have been lastly amended by a notarial deed enacted by the undersigned notary, on 7 October 2014, published in the Mémorial C, Recueil des Sociétés et Associations on 28 November 2014, number 3605, page 173033.

II. The share capital of the Company amounts to EUR 13,259.583 (thirteen thousand two hundred and fifty nine euros point five hundred and eighty three) represented by 12,500,000 (twelve million five hundred thousand) class A shares, 2,250 (two thousand two hundred and fifty) class D1 shares, 1,500 (one thousand five hundred) class D2 shares, 747,370 (seven hundred forty-seven thousand three hundred seventy) class D3 and 8,463 (eight thousand four hundred and sixty three) class D shares, without nominal value.

III. The Shareholders representing 100% of the share capital of the Company are represented so that the meeting is validly constituted and can validly decide on all the items of the agenda known by the Shareholders represented at the meeting.

IV. The agenda of the meeting is the following:

Agenda

1. Restatement of the articles of incorporation without amendment of the object clause;

2. Acknowledgement of the resignation of Mr Emmanuel Floret, Class A1 Manager, Mr Graham Hislop, Class A2 Manager, Mr Alan Bowkett, Class C3 Manager;, Mr Patrick Van Denzen, Class B1 Manager, Mr Franciscus Welman, Class B1 Manager, Mrs Betty Prudhomme, Class B2 Manager and Ms Fantine Jeannon, Class B2 Manager; and granting of a discharge to the resigning managers for the exercise of their mandate;

3. Appointment of Ms Fantine Jeannon, Mr. Diogo Alves, Mr. Chokri Bouzidi, Mr. David Hazzard, Mr. Ben Burton and Mr. Andrew Le Gal, as new managers of the Company, for an undetermined duration.

After the foregoing was approved by the Shareholders, the following resolutions have been taken:

First resolution

The Shareholders resolve to entirely restate the articles of incorporation of the Company without amending the object clause, as follows:

"I. Corporate denomination - Registered office - Object - Duration

Art. 1. Corporate denomination. There is formed a private limited liability company (société à responsabilité limitée) under the corporate denomination Euromedic Management 2013 S.à r.l. (the "Company"), which will be governed by the laws of Luxembourg, in particular by the law dated August 10, 1915, on commercial companies, as amended (the "Law"), as well as by the present articles of association (the "Articles").

Art. 2. Registered office.

2.1 The registered office of the Company is established in Luxembourg-City, Grand-Duchy of Luxembourg. It may be transferred within the boundaries of the municipality by a resolution of the single manager, or as the case may be, by the board of managers of the Company. The registered office may further be transferred to any other place in the Grand Duchy of Luxembourg by means of a resolution of the single shareholder or the general meeting of shareholders adopted in the manner required for the amendment of the Articles.

2.2 Branches, subsidiaries or other offices may be established in the Grand-Duchy of Luxembourg and/or abroad by a resolution of the single manager, or as the case may be, the managers of the Company. Where the single manager or the board of managers of the Company determines that extraordinary political or military developments or events have occurred or are imminent and that these developments or events would interfere with the normal activities of the Company at its registered office, or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these extraordinary circumstances. Such temporary measures shall have no effect on the nationality of the Company, which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg company.

Art. 3. Object.

3.1. The purpose of the Company is the acquisition, and as the case may be, the disposal of, participations, in the Grand-Duchy of Luxembourg or abroad, in any companies or enterprises in any form whatsoever and the management of such participations. The Company may in particular acquire by subscription, purchase and exchange or in any other manner, and as the case may be, sell, transfer or otherwise dispose of, any stock, shares and other participation securities, bonds, debentures, certificates of deposit and other debt instruments and more generally, any securities and financial instruments issued by any public or private entity. It may participate in the creation, development, management, control, sale or transfer of any company or enterprise. It may further invest in the acquisition and management of a portfolio of patents or other intellectual property rights of any nature or origin.

3.2. The Company may borrow in any form, except by way of public offer. It may issue, by way of private placement only, notes, bonds and any kind of debt and equity securities. The Company may lend funds including, without limitation, the proceeds of any borrowings, to its subsidiaries, affiliated companies and any other companies which forms part of the same group of entities as the Company. The Company may also give guarantees and pledge, transfer, encumber or otherwise create and grant security over all or some of its assets to guarantee its own obligations and those of any other company, and, generally, for its own benefit and that of any other company or person which forms part of the same group of entities as the Company.

3.3. The Company may use any techniques and instruments to efficiently manage its investments and to protect itself against credit risks, currency exchange exposure, interest rate risks and other risks.

3.4. The Company may carry out any commercial, financial or industrial operations and any transactions with respect to real estate or movable property which it may deem useful in the accomplishment and development of its purposes.

Art. 4. Duration.

4.1 The Company is formed for an unlimited period of time.

4.2 The Company shall not be dissolved by reason of the death, suspension of civil rights, incapacity, insolvency, bankruptcy or any similar event affecting one or several of the shareholders.

II. Capital - Shares

Art. 5. Capital.

5.1 The Company's corporate capital is fixed at EUR 13,259.583 (thirteen thousand two hundred fifty-nine Euro point five hundred eighty-three) represented by:

- 12,500,000 (twelve million five hundred thousand) class A shares (the "Class A Shares") all in registered form and without nominal value;

- 2,250 (two thousand two hundred fifty) class D1 shares (the "Class D 1 Shares") all in registered form and without nominal value;

- 1,500 (one thousand five hundred) class D2 shares (the "Class D2 Shares") all in registered form and without nominal value;

- 747,370 (seven hundred forty-seven thousand three hundred seventy) class D3 shares (the "Class D3 Shares") all in registered form and without nominal value; and

- 8,463 (eight thousand four hundred sixty-three) class D shares (the "Class D Shares") all in registered form and without nominal value.

5.2. Any share premium paid on shares shall be attached to such shares and allocated to a specific share premium account dedicated to the Class of Shares concerned. Such share premium shall be exclusively distributed or reimbursed, to the benefit of the holder of such shares.

The D Ordinary Shares shall confer to their holder(s) the financial rights based only on the value of and all incomes received by the Company from its investments in the Investee Company D Securities and any and all new Investee Company D Securities to be issued by the Investee Company and financed by the amounts paid for the subscription of new D Ordinary Shares.

The D1 Ordinary Shares shall confer to their holder(s) the financial rights based only on the value of and all incomes received by the Company from its investments in the Investee Company D1 Securities and any and all new Investee Company D1 Securities to be issued by the Investee Company and financed by the amounts paid for the subscription of new D1 Ordinary Shares.

The D2 Ordinary Shares shall confer to their holder(s) the financial rights based only on the value of and all incomes received by the Company from its investments in the Investee Company D2 Securities and any and all new Investee Company D2 Securities to be issued by the Investee Company and financed by the amounts paid for the subscription of new D2 Ordinary Shares.

The D3 Ordinary Shares shall confer to their holder(s) the financial rights based only on the value of and all incomes received by the Company from its investments in the Investee Company D3 Securities and any and all new Investee Company D3 Securities to be issued by the Investee Company and financed by the amounts paid for the subscription of new D3 Ordinary Shares.

The specific net result allocated to each class of D Ordinary Shares, D1 Ordinary Shares, D2 Ordinary Shares and D3 Ordinary Shares shall be equal to any income or proceeds earned by the Company on, or any asset derived from the underlying Investee Company Securities, less the Allowable Expenses attributable solely to such underlying Investee Company Securities (the "Specific Net Result").

Where any asset is derived from another asset as a result of an exchange of assets, merger, contribution in kind, or similar operations, such derivative asset shall be allocated to the same class of D Ordinary Shares, D1 Ordinary Shares, D2 Ordinary Shares and D3 Ordinary Shares as the assets from which it was derived and on each re-valuation of an asset, the increase or diminution in value shall be applied to the relevant class of D Ordinary Shares, D1 Ordinary Shares, D2 Ordinary Shares and D3 Ordinary Shares.

In the case where any asset or liability of the Company cannot be considered as being attributable to a particular class of D Ordinary Shares, D1 Ordinary Shares, D2 Ordinary Shares and D3 Ordinary Shares, such asset or liability shall be allocated to each class of D Ordinary Shares, D1 Ordinary Shares, D2 Ordinary Shares and D3 Ordinary Shares in proportion to the number of shares issued.

The financial rights and conditions attached to each Class of Shares are further detailed in Art. 15.

5.3. The amount of the share capital of the Company may be increased or reduced by means of a resolution of the extraordinary general meeting of shareholders or of the sole shareholder (as the case may be) adopted under the conditions required for amendment of the Articles.

5.4. The share capital of the Company may be reduced through the cancellation of shares through their repurchase and cancellation.

5.5. In the event of a reduction of share capital through the repurchase and the cancellation of Shares, such Shares give right to the holders thereof to the Cancellation Value Per Share for each Share cancelled.

5.6. The Available Amount shall be an amount determined by the board of managers and approved by the general meeting of shareholders on the basis of the relevant Interim Accounts.

5.7. Upon the repurchase and cancellation of the shares, the Cancellation Value Per Share will become due and payable by the Company.

Art. 6. Shares.

6.1 Each share entitles the holder to a fraction of the corporate assets and profits of the Company in accordance with Art. 15.

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

6.3 If there is no more than one shareholder, shares are freely transferable to third parties.

Shares are further freely transferable among shareholders unless otherwise provided by any transfer restrictions agreed upon in writing among the shareholders of the Company, to which the Company is a party.

Shares may not be transferred “inter vivos” to non-shareholders unless shareholders representing at least three quarter of the share capital shall have agreed thereto in a general meeting.

The holder(s) of A Ordinary Shares are entitled to freely transfer the A Ordinary Shares it/they hold to any of their Affiliate.

Furthermore, the provisions of Articles 189 and 190 of the Law shall apply.

6.4 A share transfer will only be binding upon the Company or third parties following a notification to, or acceptance by, the Company in accordance with article 1690 of the Civil Code. Any share transfer made in violation of any shareholders' agreement from time to time agreed upon between the shareholders and any other additional party, to which the Company is a party, shall be considered as null and void and shall not be recognised by the Company.

Shares may not be transmitted by reason of death to non-shareholders except with the approval of holders of shares representing three quarters of the rights owned by the survivors. No consent shall be required where the shares are transferred either to heirs compulsorily entitled to a portion of the estate or to the surviving spouse or to other legal heirs.

For all other matters, reference is being made to articles 189 and 190 of the Law.

6.5. A shareholders' register will be kept at the registered office of the Company in accordance with the provisions of the Law and may be examined by each shareholder who so requests.

6.6. Additional terms and conditions to those expressly stated in the Articles may be agreed in writing by the shareholders as regards the transfer of Shares, or interest in such Shares (as mentioned in article 6.4 above), such as, without limitation, any permitted transfer, tag along and drag along transfer provisions and notably but not limited to initial public offering, reserved equity and repurchase rights.

III. Management - Representation

Art. 7. Managers.

7.1 The Company is managed by one or more managers appointed by a resolution of the single shareholder or the general meeting of shareholders which sets the term of their office. The manager(s) need not to be shareholder(s).

7.2 If more than one manager has been appointed, they shall constitute a board of managers (conseil de gérance). At all times, at least one manager shall be Luxembourg resident.

7.3 The managers may be dismissed ad nutum.

Art. 8. Powers of the managers.

8.1 All powers not expressly reserved by the Law or the present Articles to the general meeting of shareholders fall within the competence of the single manager or, if the Company is managed by more than one manager, the board of managers, which shall have all powers to carry out and approve all acts and operations consistent with the Company's object.

8.2 Special and limited powers may be delegated for determined matters to one or more agents, either shareholders or not, by the sole manager, or if there are more than one manager, by the board of managers of the Company.

Art. 9. Procedure.

9.1 The board of managers shall meet as often as the Company's interests so requires or upon call of any manager and at least on a quarterly basis, at the place indicated in the convening notice which shall as a matter of principle be the registered office of the Company.

9.2 Written notice of any meeting of the board of managers shall be given to all managers at least 5 (five) Business Days (meaning any date other than a Saturday, Sunday or public bank holidays in the City of Luxembourg) in advance of the date set for such meeting, except in case of emergency, in which case the nature of such circumstances shall be set forth in the convening notice of the meeting of the board of managers and only such period of notice as is practicable shall be given.

9.3 No such convening notice is required if all the managers of the Company are present or represented at the meeting and if they state to have been duly informed, and to have had full knowledge of the agenda of the meeting. The notice may be waived by the consent in writing, whether in original, by telegram, telex, facsimile or e-mail, of each manager of the Company.

9.4. A notice of a board meeting shall only be valid if it is accompanied by a written agenda specifying the matters to be raised at the board meeting together with copies of all papers relevant to such meeting (such agenda and all such papers to be in English). Any manager may request that additional items are included in the agenda for a board meeting by notice in writing to each of the other board members not less than three Business Days prior to the proposed board meeting. No resolution may be approved by the board meeting on any matter, if such matter was not listed on the agenda for such board meeting or in a notice of meeting served pursuant to article 9.2., unless all the board members unanimously resolve otherwise.

9.5. The quorum for any board meeting shall be two managers present.

9.6. In the event that a quorum is not present within three hours from the time when the board meeting should have begun or if during such meeting there is no longer a quorum, the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the board may unanimously determine. In the event that a quorum is not present within three hours from the time when the adjourned meeting should have begun or if during such meeting there is no longer a quorum, the meeting shall stand adjourned to the same day in the next week, at the same time and place or to such other day and at such other time and place as the board may unanimously determine. In the event that a quorum is not present within three hours from the time when the second adjourned meeting should have begun or if during such meeting there is no longer a quorum, the managers who are present shall constitute a quorum.

9.7 Subject to the quorum requirements set forth in these Articles or by law and subject to the requirements set forth in any shareholders' agreement from time to time agreed upon between the shareholders and any other additional party, to which the Company is a party, decisions shall be passed by a majority of the managers present or represented.

9.8 The resolutions of the managers will be recorded in minutes drawn up in English and signed by all the managers present or represented at the meeting. Minutes shall be deemed to have been approved by the board of managers unless notice of an objection to the minutes is given by an objecting manager to the other managers of the Company within 5 (five) Business Days after the date on which the minutes were received by such objecting manager, in which event the minutes shall be presented for consideration at the following board meeting.

9.9. Any manager may act at any meeting of the managers by appointing in writing another manager as his proxy.

9.10. Any manager may participate in any meeting of the managers by telephone conference call initiated on behalf of the board of managers in Luxembourg or by any other similar means of communication allowing all the persons taking part in the meeting to hear and speak to each other. The participation in a meeting by these means shall not count for the quorum, which shall be physically present / represented.

Art. 10. Representation.

10.1 The Company shall be bound towards third parties in all matters by the single signature of its sole manager and in the case of a plurality of managers by the single signature of any manager.

10.2 The Company shall further be bound by the joint or single signatures of any persons to whom such signatory power has been validly delegated in accordance with article 8.2. of these Articles.

Art. 11. Liability of the managers. The managers assume, by reason of their mandate, no personal liability in relation to any commitment validly made by them in the name of the Company, provided such commitment is in compliance with these Articles as well as the applicable provisions of the Law.

IV. General meetings of shareholders

Art. 12. Powers and voting rights.

12.1 The single shareholder assumes all powers conferred by the Law to the general meeting of shareholders.

12.2 Every Shareholder shall have one vote for every Share of which he is the holder.

12.3. Each shareholder may participate in, and vote at, the general meeting of shareholders by means of personal presence or telephone conference. Each shareholder may further appoint any person or entity as his attorney pursuant to a written proxy given by letter, telegram, telex, facsimile or e-mail, to represent him at the general meetings of shareholders.

Art. 13. Form - Quorum - Majority.

13.1 If there are not more than twenty-five shareholders, the decisions of the shareholders may be taken by circular resolutions, the text of which shall be sent to all the shareholders in writing, whether in original or by telegram, telex, facsimile or e-mail. The shareholders shall cast their vote by signing the circular resolutions. The signatures of the shareholders may appear on a single document or on multiple copies of an identical resolution and may be evidenced by letter or facsimile. Shareholders resolutions to be adopted by way of written consultations are validly taken only if approved by unanimous consent of all shareholders.

If there are more than twenty-five shareholders, the annual general meeting of shareholders shall be held, in accordance with Luxembourg law, in Luxembourg at the registered office of the Company, or at such other place in Luxembourg as may be specified in the notice of meeting, on the 22 nd of June. If such day is a bank holiday in the city of Luxembourg, the annual general meeting shall be held on the next following Luxembourg business day.

13.2 Collective decisions passed at a physical general meeting of shareholders are only validly taken insofar as they are adopted by shareholders owning more than half of the share capital provided in all cases at least the holder(s) of A Ordinary Shares shall be present or represented.

13.3 In the event that a quorum is not present within three hours from the time when the general meeting should have begun or if during such meeting there is no longer a quorum, the meeting shall stand adjourned to the same day in the next week, at the same time and place.

The notice of meeting and any adjourned meeting shall (i) set out an agenda in English identifying in reasonable detail the matters to be discussed; and (ii) be served on each shareholder of the Company at least, subject to the Law, 15 (fifteen) Business Days prior to the date of the meeting (unless waived by the shareholders of the Company in writing).

The holder(s) of Ordinary Shares may request that additional items are included in the agenda for a general meeting of the shareholders of the Company by notice in writing to each shareholder not less than five Business Days prior to the proposed general meeting.

No resolution may be approved by the general meeting of the shareholders of the Company on any matter, if such matter was not listed on the agenda of such general meeting or in a notice served pursuant to this Article 13.3, unless the Shareholders unanimously resolve otherwise.

All general meetings of shareholders of the Company shall be conducted in the English language. All documents presented to, and approved at, any general meeting shall be in English.

13.4. However, resolutions to alter the Articles or to dissolve and liquidate the Company may only be adopted by the majority of the shareholders owning at least three quarters of the Company's share capital.

Where an amendment to the Articles is such as to change the respective rights thereof, the resolution must, in order to be valid, fulfill the conditions as to majority laid down in the foregoing sentence with respect to each Class of Shares.

V. Annual accounts - Allocation of profits

Art. 14. Accounting Year.

14.1 The accounting year of the Company shall begin on the first of January of each year and end on the thirty-first December of each year.

14.2 Each year, with reference to the end of the Company's accounting year, the Company's accounts are established and the manager or, in case there is a plurality of managers, the managers shall prepare an inventory including an indication of the value of the Company's assets and liabilities.

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

Art. 15. Allocation of Profits - Reimbursement of share premium.

15.1 The gross profits of the Company stated in the annual accounts, after deduction of general expenses, amortisation and expenses represent the net profit. An amount equal to five per cent (5%) of the net profit of the Company is allocated to the statutory reserve, until this reserve amounts to ten per cent (10%) of the Company's share capital.

15.2 Subject to the provisions of Art. 13.2, the general meeting of shareholders at the majority vote determined by the Law or the sole shareholder (as the case may be) may decide at any time that the excess be distributed to the shareholder (s) as dividends or be carried forward or transferred to an extraordinary reserve in accordance with the provisions set forth hereafter.

The shareholders or the sole shareholder (as the case may be), upon proposal of the managers, shall resolve to distribute any dividend, share premium and reserves, under the conditions and within the limits laid down in the Law and in the Articles, in or in respect of any financial year (whether in cash or in kind), following payment of all Allowable Expenses which are not attributable solely to any class of Investee Company Securities or Shares, as follows:

(a) to the extent such Distribution derives from any Investee Company Distribution on the Investee Company D Securities held by the Company, such Distribution (less any Allowable Expenses attributable solely to the Company's holding of the Investee Company D Securities) shall be paid to the D Ordinary Shareholders pro rata according to each D Ordinary Shareholder's Proportionate Entitlement so that each D Ordinary Share shall entitle to a fraction of the Distribution equal to the amount of such Investee Company Distribution in the Investee Company D Securities divided by the number of D Ordinary Shares in issuance;

(b) to the extent such Distribution derives from any Investee Company Distribution on the Investee Company D1 Securities held by the Company, such Distribution (less any Allowable Expenses attributable solely to the Company's holding of the Investee Company D1 Securities) shall be paid to the D1 Ordinary Shareholders pro rata according to each D1 Ordinary Shareholder's Proportionate Entitlement so that each D1 Ordinary Share shall entitle to a fraction of the Distribution equal to the amount of such Investee Company Distribution in the Investee Company D1 Securities divided by the number of D1 Ordinary Shares in issuance;

(c) to the extent such Distribution derives from any Investee Company Distribution on the Investee Company D2 Securities held by the Company, such Distribution (less any Allowable Expenses attributable solely to the Company's holding of the Investee Company D2 Securities) shall be paid to the D2 Ordinary Shareholders pro rata according to each D2 Ordinary Shareholder's Proportionate Entitlement so that each D2 Ordinary Share shall entitle to a fraction of the Distribution equal to the amount of such Investee Company Distribution in the Investee Company D2 Securities divided by the number of D2 Ordinary Shares in issuance;

(d) to the extent such Distribution derives from any Investee Company Distribution on the Investee Company D3 Securities held by the Company, such Distribution (less any Allowable Expenses attributable solely to the Company's holding of the Investee Company D3 Securities) shall be paid to the D3 Ordinary Shareholders pro rata according to each D3 Ordinary Shareholder's Proportionate Entitlement so that each D3 Ordinary Share shall entitle to a fraction of the Distribution equal to the amount of such Investee Company Distribution in the Investee Company D3 Securities divided by the number of D3 Ordinary Shares in issuance.

Should a Specific Net Result be negative for a financial year, the holder(s) of the concerned Class of Shares would not be entitled to receive any dividend for the said financial year and the negative Specific Net Result attached to that Class of Shares shall be deducted from the Specific Net Result to be attributed to that Class of Shares for the subsequent financial years.

15.3 Notwithstanding the provisions of the preceding article, the general meeting of shareholders of the Company, or the sole shareholder (as the case may be) upon proposal of the board of managers or the sole manager (as the case may be), may decide to pay interim dividends before the end of the current financial year, on the basis of a statement of accounts prepared by the managers or the sole manager (as the case may be), and showing that sufficient funds are available for Distribution, it being understood that the amount to be distributed may not exceed realized profits since the end of the last financial year, increased by profits carried forward and available reserves, less losses carried forward and sums to be allocated to a reserve to be established according to the Law or the Articles. Interim dividends shall be distributed in the same manner as described in Art. 15.2 above.

Supervision of the company

Art. 16. If the shareholders number exceeds twenty-five, the supervision of the Company shall be entrusted to one or more statutory auditor(s) (commissaire), who may or may not be shareholder(s).

Each statutory auditor shall serve for a term ending on the date of the annual general meeting of shareholders following their appointment dealing with the approval of the annual accounts.

At the end of this period and of each subsequent period, the statutory auditor(s) can be renewed in its/their function by a new resolution of the general meeting of shareholders or of the sole shareholder (as the case may be) until the holding of the next annual general meeting dealing with the approval of the annual accounts.

Where the thresholds of article 35 of the law of 19 December 2002 on the Luxembourg Trade and Companies Register are met, the Company shall have its annual accounts audited by one or more qualified auditors (réviseurs d'entreprises) appointed by the general meeting of shareholders or the sole shareholder (as the case may be) amongst the qualified auditors registered in the Financial Sector Supervisory Commission (“Commission de Surveillance du Secteur Financier”)'s public register.

Notwithstanding the thresholds above mentioned, at any time, one or more qualified auditor may be appointed by resolution of the general meeting of shareholders or of the sole shareholder (as the case may be) that shall decide the terms and conditions of his/their mandate.

VI. Dissolution - Liquidation

Art. 17. Dissolution - Liquidation.

17.1 In the event of a dissolution of the Company, the liquidation will be carried out by one or several liquidators, who do not need to be shareholders, appointed by a resolution of the single shareholder or the general meeting of shareholders which will determine their powers and remuneration. Unless otherwise provided for in the resolution of the shareholder(s) or by Law, the liquidators shall be invested with the broadest powers for the realisation of the assets and payments of the liabilities of the Company.

17.2 The surplus resulting from the realisation of the assets of the Company remaining after the payment of its liabilities, including all Allowable Expenses which are not attributable solely to any class of the Investee Company Securities, shall be distributed as follows:

(a) first to the A Ordinary Shareholders pro rata according to each A Ordinary Shareholder's Proportionate Entitlement up to the value of the Issue Price per A Ordinary Share held by such A Ordinary Shareholder. The amounts distributed to the A Ordinary Shareholder shall be deducted from the Distributions derived from the Investee Company Securities in proportion to the aggregate Issue Price paid for each Investee Company Securities;

(b) Second, to the D Ordinary Shareholders so that each D Ordinary Share shall entitle to an amount equal to its nominal value at the time of liquidation;

(c) Third, to the D1 Ordinary Shareholders so that each D1 Ordinary Share shall entitle to an amount equal to its nominal value at the time of liquidation;

(d) Fourth, to the D2 Ordinary Shareholders so that each D1 Ordinary Share shall entitle to an amount equal to its nominal value at the time of liquidation;

(e) Fifth, to the D3 Ordinary Shareholders so that each D3 Ordinary Share shall entitle to an amount equal to its nominal value at the time of liquidation;

(f) Sixth, the surplus if any, shall be entirely distributed to the A Ordinary Shareholders.

VII. General provision

Art. 18. General provision. Reference is made to the provisions of the Law for all matters for which no specific provision is made in these Articles.

Art. 19. Definitions. For the purposes of these Articles, the following definitions shall apply unless otherwise stated:

"A Ordinary Shareholder" means a registered holder of any A Ordinary Shares;

"A Ordinary Shares" means A ordinary shares in the share capital of the Company without nominal value, having the rights and being subject to the restrictions set out in these Articles and "A Ordinary Share" shall be construed accordingly;

"Affiliates" means, with respect to any person, any other person that, directly or indirectly, Controls, is Controlled by or is under common Control with that person and "Affiliates" shall be construed accordingly, but on the basis that, in respect of any Shareholder, the expressions "Affiliate" and "Affiliates" shall not be taken to include the Company;

"Allowable Expenses" means (a) the general expenses in relation to the Company's holding of the Investee Company D Securities and the operations of the Company incurred by the Company; (b) any deductions and/or withholdings required by applicable law, which shall, for the avoidance of doubt, include any Tax payable by the Company, (c) costs of liquidation of the Company (if any);

"Available Amount" means for a Class of Shares, the total amount of the Specific Net Result (including carried forward profits) to the extent the Class of Shares would have been entitled to dividend distributions according to Article 15 of the Articles, increased by (i) any freely distributable share premium paid on such Class of Shares and freely distributable reserves related to such Class of Shares and (ii) as the case may be by the amount of the share capital reduction and legal reserve reduction relating to the Class of Shares to be cancelled but reduced by (i) any losses (included carried forward losses) related to such Class of Shares and (ii) any sums to be placed into reserve(s) pursuant to the requirements of law or of the Articles, each time as set out in the relevant Interim Accounts as at the Interim Account Date provided however that the Available Amount shall never be lower than zero (without for the avoidance of doubt, any double counting) so that:

AA = (NP + P+ CR) - (L + LR)

Whereby:

AA = Available Amount

NP = net profits (including carried forward profits) stemming from the Class of Shares to be redeemed

P = any freely distributable share premium paid on shares issued in such Class of Shares and other freely distributable reserves related to such Class of Shares

CR = the amount of the share capital reduction and legal reserve reduction relating to the Class of Shares to be cancelled

L = losses (including carried forward losses) stemming from the Class of Shares to be redeemed

LR = any sums to be placed into reserve(s) pursuant to the requirements of law or of the Articles

"Cancellation Value Per Share" means the amount equal to the division of the Available Amount by the number of Shares in issue in the Class of Shares in which Shares are contemplated to be repurchased and cancelled, subject to additional terms and conditions that may be agreed in writing by the shareholders, to which the Company is a party.

"Class of Shares" means A Ordinary Shares, D Ordinary Shares, D1 Ordinary Shares, D2 Ordinary Shares and D3 Ordinary Shares and "Classes of Shares" shall be construed accordingly;

"D Ordinary Shareholder" means a registered holder of D Ordinary Shares;

"D1 Ordinary Shareholder" means a registered holder of D1 Ordinary Shares;

"D2 Ordinary Shareholder" means a registered holder of D2 Ordinary Shares;

"D3 Ordinary Shareholder" means a registered holder of D3 Ordinary Shares;

"D Ordinary Shares" means D ordinary shares in the share capital of the Company, without nominal value, having the rights and being subject to the restrictions set out in these Articles and "D Ordinary Share" shall be construed accordingly;

"D1 Ordinary Shares" means D1 ordinary shares in the share capital of the Company, without nominal value, having the rights and being subject to the restrictions set out in these Articles and "D1 Ordinary Share" shall be construed accordingly;

"D2 Ordinary Shares" means D2 ordinary shares in the share capital of the Company, without nominal value, having the rights and being subject to the restrictions set out in these Articles and "D2 Ordinary Share" shall be construed accordingly;

"D3 Ordinary Shares" means D3 ordinary shares, without nominal value, in the share capital of the Company having the rights and being subject to the restrictions set out in these Articles and "D3 Ordinary Share" shall be construed accordingly;

"Control" means:

(a) in the case of a body corporate the ownership of or the ability to direct:

(i) a majority of the issued shares entitled to vote for election of managers (or analogous persons);

(ii) the appointment or removal of managers having a majority of the voting rights exercisable at meetings of the shareholders on all or substantially all matters; or

(iii) a majority of the voting rights exercisable at general meetings of the shareholders on all or substantially all matters; or

(b) in the case of any other person the ownership of or the ability to direct, a majority of the voting rights in that person; or

(c) in the case of a body corporate or any other person, the direct or indirect possession of the power to direct or cause the direction of its financial and operational management and policies (whether through the ownership of voting shares, by a management or advisory agreement, by contract, by agency or otherwise),

and "Controlled" shall be construed accordingly but, for the avoidance of doubt, the Company shall not be taken to be controlled by any Shareholder;

"Distribution" means any dividend, distribution, (whether of assets, share capital, profit or reserves) or reimbursement by the Company to its Shareholders of an income or share capital nature and "Distributed" shall be construed accordingly. However, by exception to foregoing sentence and, for the purpose of article 15 only, the term "Distribution" shall be limited to any dividend, distribution of profit or reserves paid by the Company or reimbursement by the Company of share premium to its shareholders;;

"Group" means the Company and the Investee Company and each of the Investee Company's subsidiary undertakings and "Group Company" shall be construed accordingly;

"Interim Account Date" means the date no earlier than eight (8) days before the date of the repurchase and cancellation of the relevant Class of Shares;

"Interim Accounts" means the interim accounts of the Company as at the relevant Interim Account Date;

"Investee Company" means Danube Bidco S.A., a société anonyme incorporated in Luxembourg, whose registered office is at 412F route d'Esch, L-1471 Luxembourg, Grand Duchy of Luxembourg registered with the Luxembourg Register of Trade and Companies under number B 139.927;

"Investee Company Articles" means the articles of association of the Investee Company from time to time;

"Investee Company Distribution" means any dividend, distribution (whether of assets, share capital, profit or reserves) or return by the Investee Company to its securityholders;

"Investee Company D Ordinary Shares" means the D ordinary shares of EUR 0.01 (one cent) each in the share capital of the Investee Company having the rights and being subject to the restrictions set out in the Investee Company's articles of association;

"Investee Company D PECs" means Class D preferred equity certificates issued by the Investee Company each having a nominal value (and face amount) of EUR 0.99 (ninety-nine cents of Euro);

"Investee Company D Securities" means Investee Company D PECs and Investee Company D Ordinary Shares;

"Investee Company D1 Ordinary Shares" means the D1 ordinary shares of EUR 0.01 (one cent) each in the share capital of the Investee Company having the rights and being subject to the restrictions set out in the Investee Company's articles of association;

"Investee Company D1 PECs" means Class D1 preferred equity certificates issued by the Investee Company each having a nominal value (and face amount) of EUR 0.99 (ninety-nine cents of Euro);

"Investee Company D1 Securities" means Investee Company D1 PECs and Investee Company D1 Ordinary Shares;

"Investee Company D2 Ordinary Shares" means the D2 ordinary shares of EUR 0.01 (one cent) each in the share capital of the Investee Company having the rights and being subject to the restrictions set out in the Investee Company's articles of association;

"Investee Company D2 PECs" means Class D2 preferred equity certificates issued by the Investee Company each having a nominal value (and face amount) of EUR 0.99 (ninety-nine cents of Euro);

"Investee Company D2 Securities" means Investee Company D2 PECs and Investee Company D2 Ordinary Shares;

"Investee Company D3 Shares" means the D3a ordinary shares and D3b shares of EUR 0.01 (one cent) each in the share capital of the Investee Company having the rights and being subject to the restrictions set out in the Investee Company's articles of association;

"Investee Company D3 PECs" means Class D3 preferred equity certificates issued by the Investee Company each having a nominal value (and face amount) of EUR 0.99 (ninety-nine cents of Euro);

"Investee Company D3 Securities" means Investee Company D3 PECs and Investee Company D3 Shares;

"Investee Company Securities" means Investee Company D Securities, Investee Company D1 Securities, Investee Company D2 Securities and Investee Company D3 Securities;

"Issue Price" means the total amount paid-up or credited as paid-up in respect of a Share including the share premium attached to such Share;

"Managers" means the managers of the Company as appointed from time to time;

"Maximum Amount Distributable" means the dividends that can be distributed, and the share premium that can be reimbursed, to the extent that the Company has distributable sums within the meaning of the Law and in accordance with the other applicable provisions of the Law;

"Proportionate Entitlement" means the proportion which a Shareholder's holding of Shares in the Class of Shares bears to all Shares in issue in the Class of Shares;

"Shareholder" means any registered holder of one or more Shares from time to time and "Shareholders" shall be construed accordingly;

"Share" means any share of whatever class in the share capital of the Company and "Shares" shall be construed accordingly; and

"Tax" means all forms of taxation, withholdings, duties, imposts, levies, social security contributions and rates imposed, assessed or enforced by any local, municipal, governmental, state, federal or other body or authority anywhere in the world and any related interest, penalty, surcharge or fine."

Second resolution

The Shareholders decide to acknowledge the resignation, with effective date as of today, of the following managers of the Company:

- Mr Emmanuel Floret, Class A1 Manager;
- Mr Graham Hislop, Class A2 Manager;
- Mr Alan Bowkett, Class C3 Manager;
- Mr Patrick Van Denzen, Class B1 Manager;
- Mr Franciscus Welman, Class B1 Manager;
- Mrs Betty Prudhomme, Class B2 Manager; and
- Ms Fantine Jeannon, Class B2 Manager;

And they resolve to grant them a discharge for the exercise of their mandate as of today, such discharge to be confirmed at the next general meeting of the shareholders of the Company convened in order to approve the annual accounts of the Company for the fiscal year ending on 31 December 2014.

Second resolution

The Shareholders decide to appoint with effect as of today, for an undetermined duration, the following persons as managers (gérants) of the Company:

- Ms Fantine Jeannon, born on 8 November 1986 in France (Nancy), professionally residing at 412F route d'Esch, L-2086 Luxembourg;
- Mr. Diogo Alves, born on 14 March 1986 in Portugal (Macieira de Cambra), professionally residing at 412F route d'Esch, L-2086 Luxembourg
- Mr. Chokri Bouzidi, born on 10 May 1964 in Tunisia (Bousalem), professionally residing at 2, rue Jean Monnet, L-2180 Luxembourg;
- Mr. David Hazzard, born on 5 October 1966 in United Kingdom (Leeds) professionally residing at 28-30 The Parade, JE1 1ZZ St Helier, Jersey, Channel Islands
- Mr. Ben Burton, born on 29 March 1980 in Jersey (Jersey) professionally residing at 28-30 The Parade, JE1 1ZZ St Helier, Jersey, Channel Islands; and
- Mr. Andrew Le Gal, born on 17 November 1976 in Jersey (Jersey), professionally residing at 28-30 The Parade, JE1 1ZZ St Helier, Jersey, Channel Islands.

Declaration

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

WHEREOF, the present deed was drawn up in Esch/Alzette, on the date first written above,

The document having been read to the proxy holder of the persons appearing, who is known to the notary by his full name, civil status and residence, he signed together with Us, the notary, the present deed.

Suit la traduction française du texte qui précède:

L'an deux mille quatorze, le douze décembre,

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

Ont comparu:

1) Start Holdco S.à r.l., une société à responsabilité limitée régie par les lois du Grand-Duché de Luxembourg, ayant son siège social sis au 412F route d'Esch, L-1471 Luxembourg, et immatriculée auprès du Registre de Commerce et des Société sous le numéro B 141.422;

2) Monsieur Dimitrios Moulavisilis, avec adresse professionnelle sise au West End Business Center, 22-24 Vaci St., 1132, Budapest, Hongrie;

3) Monsieur Bence Varady-Szabo, avec adresse professionnelle sise au West End Business Center, 22-24 Vaci St., 1132, Budapest, Hongrie;

4) Monsieur Steve Smith, avec adresse professionnelle sise au West End Business Center, 22-24 Vaci St., 1132, Budapest, Hongrie;

5) Monsieur Zoltan Szepesi, avec adresse professionnelle sise au West End Business Center, 22-24 Vaci St., 1132, Budapest, Hongrie;

6) Mrs. Katalin Durst, avec adresse professionnelle sise au West End Business Center, 22-24 Vaci St., 1132, Budapest, Hongrie;

7) Compagnia Fiduciaria Nazionale S.P.A., une société constituée en Italie, ayant son siège social au Galleria De Cristoforis, 3, 20122 Milan, Italie;

8) Madame Lilla Kardos, avec adresse professionnelle sise au West End Business Center, 22-24 Vaci St., 1132, Budapest, Hongrie;

9) Monsieur David Karasek, avec adresse professionnelle sise au Na Poikopi 15, 110 00 Prague 1, République tchèque;

10) Monsieur Emir Ozler, avec adresse professionnelle sise au Levent Mah. Karabfi Sok. No:3,1. Levent 34330 Istanbul, Turquie;

11) Monsieur Theodoros Karoutzos avec adresse professionnelle sise au 1 Patroklou & Paradisou str, 15125 Marousi, Athènes, Grèce;

12) Monsieur Vitalijus Orlovas, avec adresse professionnelle sise au Konstitucijos str. 7, Vilnius, LT-09308, Lituanie;

13) Madame Jasmina Omeragic Resic, avec adresse professionnelle sise au Strossmayerov trg 7, 10000 Zagreb, Croatie;

14) Monsieur Michael Leahy, avec adresse professionnelle sise au 5911 Trevors Way, Tampa, Floride 33625, Etats-Unis d'Amérique;

15) Monsieur Ian Lennon, avec adresse professionnelle sise au Barlang Utca 12a, Budapest 1025, Hongrie;

16) Monsieur Radu Lupu Gorduza, avec adresse professionnelle sise au 41 aviatorilor Blvd, 2 nd Floor, Sector 1, Bucarest, Roumanie;

17) Monsieur Marijan Bilic, avec adresse professionnelle sise au Bana Milosavljevica 8, Street, 78000 Banja Luka, République serbe de Bosnie Herzégovine; et

18) Monsieur Miguel Esteves Coelho Dos Santos, avec adresse professionnelle sise au Av. D. João II, lote 1.12.02, Edifício Adamastor, Torre B, 7° - Parque das Nações, 1990-077 Lisbonne, Portugal.

(ci-après dénommés les «Associés»).

ici représentés par Madame Sofia AFONSO-DA CHAO CONDE, employée privée, ayant son adresse professionnelle à Esch/Alzette, en vertu de procurations données sous seing privé.

Lesquelles procurations, après avoir été signées ne varietur par le mandataire des comparants et le notaire instrumentaire, demeureront annexées aux présentes pour être enregistrée avec elles.

Lesquels comparants, par leur mandataire, ont requis le notaire instrumentant d'acter que:

I. La présente société à responsabilité limitée «Euromedic Management 2013 S.à r.l.» (la Société), ayant son siège social au 412F route d'Esch, L-1471 Luxembourg, enregistrée auprès du Registre de Commerce et des Sociétés de et à Luxembourg sous le numéro B 177777, a été constituée par acte du notaire Maître Blanche Moutrier, notaire de résidence à Esch-sur-Alzette (Grand-Duché de Luxembourg) en remplacement du notaire instrumentaire, en date du 13 juin 2013,, publié au Mémorial C, Recueil des Sociétés et Associations numéro 1719 en date du 17 juillet 2014. Les statuts (les Statuts) ont été modifiés pour la dernière fois par acte du notaire instrumentaire, en date du 7 octobre 2014, publié au Mémorial C, Recueil des Sociétés et Associations le 28 novembre 2014, numéro 3605, page 173033.

II. Le capital social de la Société est fixé à EUR 13.259,583 (treize mille deux cent cinquante-neuf virgule cinq cent quatre-vingt-trois), représenté par 12.500.000 (douze millions cinq cent mille) parts sociales de classe A, 2.250 (deux mille deux cent cinquante) parts sociales de classe D1, 1.500 (mille cinq cent) parts sociales de classe D2, 747.370 (sept cent quarante-sept mille trois cent soixante-dix) parts sociales de classe D3 et 8.463 (huit mille quatre cent soixante-trois) parts sociales de class D, sans valeur nominale.

III. Les Associés représentant 100% du capital social de la Société sont représentés de telle sorte que l'assemblée est valablement constituée et peut valablement délibérer sur les points de son ordre du jour connus des Associés représentés à l'assemblée:

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

Ordre du jour

1. Refonte des statuts sans modification de l'objet social;

2. Reconnaissance de la démission de M. Emmanuel Floret, Gérant de Classe A1, M. Graham Hislop, Gérant de Classe A2, M. Alan Bowkett, Gérant de classe C3, M. Patrick Van Denzen, Gérant de Classe B1, Mr Franciscus Welman, Gérant de classe B2, Mrs Betty Prudhomme, Gérant de classe B2 and Ms Fantine Jeannon, Gérant de Classe B2 et décharge aux gérants démissionnaires pour l'exercice de leur mandat;

3. Nomination de Mme Fantine Jeannon, M. Diogo Alves, M. Chokri Bouzidi, M. David Hazzard, Mr. Ben Burton et M. Andrew Le Gal en tant que nouveaux gérants de la Société, pour une période indéterminée.

Suite à l'approbation de ce qui précède par les Associés, les résolutions suivantes ont été adoptées:

Première résolution

Les Associés décident de refondre les statuts sans modification de l'objet social, comme suit:

«I. Dénomination - Siège social - Objet social - Durée

Art. 1 er . Dénomination. Il est établi une société à responsabilité limitée sous la dénomination Euromedic Management 2013 S.à r.l. (la "Société"), qui sera régie par les lois du Grand-Duché de Luxembourg, en particulier par la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée (la "Loi") et par les présents statuts (les "Statuts").

Art. 2. Siège social.

2.1 Le siège social de la Société est établi à Luxembourg-Ville, Grand-Duché de Luxembourg. Il pourra être transféré à l'intérieur des limites de la municipalité par résolution du gérant unique ou du conseil de gérance de la Société, selon le cas. Le siège social pourra en outre être transféré en tout autre lieu du Grand-Duché de Luxembourg par résolution de l'associé unique ou de l'assemblée générale des associés adoptée de la manière requise pour la modification des Statuts.

2.2 Des succursales, filiales ou autres bureaux peuvent être établis au Grand-Duché de Luxembourg et à l'étranger par une décision du gérant unique, ou selon le cas, des gérants de la Société. Dans le cas où le gérant unique ou le conseil de gérance de la Société détermine que des événements ou développements extraordinaires politiques ou militaires ont eu lieu ou sont imminents, et que ces développements ou événements pourraient interférer avec les activités normales de la Société à son siège social, ou avec la facilité de communication entre ce siège et des personnes a l'étranger, le siège social pourra être transféré provisoirement à l'étranger jusqu'à la cessation complète de ces circonstances extraordinaires. Ces mesures provisoires n'auront aucun effet sur la nationalité de la Société, laquelle, nonobstant le transfert temporaire de son siège social, restera une société luxembourgeoise.

Art. 3. Objet social.

3.1. L'objet de la société est l'acquisition de et, selon le cas, la cession de, participations, au Grand-Duché de Luxembourg ou à l'étranger, dans toutes sociétés ou entreprises de toutes formes, et la gestion de ces participations. La Société peut en particulier acquérir par voie de souscription, achat et échange ou de toute autre manière, et selon le cas, vendre, transférer ou autrement disposer de tous titres, parts sociales et autres titres de participation, obligations, titres obligataires, certificats de dépôt et tous autres instruments de dette et plus généralement, tous titres et instruments financiers émis par toute entité publique ou privée. Elle peut participer à la création, au développement, à la gestion, au contrôle, à la vente ou au transfert de toute société ou entreprise. Elle peut en outre investir dans l'acquisition et la gestion d'un portefeuille de brevets ou autres droits de propriété intellectuelle de toute nature ou origine.

3.2 La Société peut emprunter sous toute forme, excepté au moyen d'offre publique. Elle peut émettre, uniquement par voie de placement privé, des billets à ordre, obligations et toute autre sorte de titres d'emprunt et de participation. La Société peut prêter des fonds incluant, sans limitation, les produits de tous emprunts, à ses filiales, sociétés affiliées et toutes autres sociétés qui font partie du même groupe de sociétés que la Société. La Société peut également donner des garanties et gages, transférer, grever ou autrement créer et accorder des sûretés sur la totalité ou certains seulement de ses actifs afin de garantir ses propres obligations et celles de toute autre société et, de manière générale, pour son propre bénéfice et celui de toute autre société ou personne qui fait partie du même groupe de sociétés que la Société.

3.3. La Société peut utiliser toutes techniques et instruments afin de gérer efficacement ses investissements et se protéger contre les risques de crédit, l'exposition à l'échange de devise, les risques liés au taux d'intérêt et tous autres risques.

3.4. La Société peut réaliser toutes opérations commerciales, financières ou industrielles et toutes transactions immobilières ou mobilières qui peuvent s'avérer utiles à l'accomplissement et au développement de ses objectifs.

Art. 4. Durée.

4.1 La Société est constituée pour une durée indéterminée.

4.2 Le décès, la suspension des droits civils, l'incapacité, la faillite ou tout événement similaire affectant un ou plusieurs associés ne mettent pas fin à la Société.

II. Capital social - Parts sociales

Art. 5. Capital social.

5.1 Le capital social de la Société est fixé à 13.259,583 EUR (treize mille deux cent cinquante-neuf Euros virgule cinq cent quatre-vingt trois) représenté par:

- 12.500.000 (douze millions cinq cent mille) parts sociales de classe A (les "Parts Sociales de Classe A"), toutes sous la forme nominative et sans valeur nominale;

- 2.250 (deux mille deux cent cinquante) parts sociales de classe D1 (les "Parts Sociales de Classe D1"), toutes sous la forme nominative et sans valeur nominale;

- 1.500 (mille cinq cents) parts sociales de classe D2 (les "Parts Sociales de Classe D2"), toutes sous la forme nominative et sans valeur nominale;

- 747.370 (sept cent quarante-sept mille trois cent soixante-dix) parts sociales de classe D3 (les "Parts Sociales de Classe D3"), toutes sous la forme nominative et sans valeur nominale; et

- 8.463 (huit mille quatre cent soixante-trois) parts sociales de classe D (les "Parts Sociales de Classe D"), toutes sous la forme nominative et sans valeur nominale.

5.2 Toute prime d'émission payée sur les parts sociales sera attachée a ces parts sociales et allouée à un compte spécial de prime d'émission lié aux classes de parts sociales concernées et exclusivement distribuée/remboursée au bénéfice du détenteur de ces parts sociales.

Les Parts Sociales Ordinaires D confèreront à leur(s) détenteur(s) les droits financiers basés uniquement sur la valeur de et tous revenus reçus par la Société de ses investissements dans les Titres D de la Société Cible et dans tous autres nouveaux Titres D de la Société Cible devant être émis par la Société Cible et financés par les montants payés pour la souscription des nouvelles Parts Sociales Ordinaires D.

Les Parts Sociales Ordinaires D1 confèreront à leur(s) détenteur(s) les droits financiers basés uniquement sur la valeur de et tous revenus reçus par la Société de ses investissements dans les Titres D1 de la Société Cible et dans tous autres nouveaux Titres D1 de la Société Cible devant être émis par la Société Cible et financés par les montants payés pour la souscription des nouvelles Parts Sociales Ordinaires D1.

Les Parts Sociales Ordinaires D2 confèreront à leur(s) détenteur(s) les droits financiers basés uniquement sur la valeur de et tous revenus reçus par la Société de ses investissements dans les Titres D2 de la Société Cible et dans tous autres nouveaux Titres D2 de la Société Cible devant être émis par la Société Cible et financés par les montants payés pour la souscription des nouvelles Parts Sociales Ordinaires D2.

Les Parts Sociales Ordinaires D3 confèreront à leur(s) détenteur(s) les droits financiers basés uniquement sur la valeur de et tous revenus reçus par la Société de ses investissements dans les Titres D3 de la Société Cible et dans tous autres nouveaux Titres D3 de la Société Cible devant être émis par la Société Cible et financés par les montants payés pour la souscription des nouvelles Parts Sociales Ordinaires D3.

Le résultat net spécifique de chaque classe de Parts Sociales Ordinaires D, de Parts Sociales Ordinaires D1, de Parts Sociales Ordinaires D2, de Parts Sociales Ordinaires D3 sera égal à tout revenu ou produit gagné par la Société sur, ou tout actif dérivé, des Titres sous-jacents de la Société Cible, moins les Dépenses Déductibles attribuables uniquement à de tels Titres de la Société Cible sous-jacents (le "Résultat Net Spécifique").

Lorsqu'un actif est dérivé d'un autre actif à la suite d'un échange d'actifs, une fusion, un apport en nature, ou des opérations similaires, cet actif dérivé doit être attribué à la même classe de Parts Sociales Ordinaires D, de Parts Sociales Ordinaires D1, de Parts Sociales Ordinaires D2 et de Parts Sociales Ordinaires D3, que les actifs desquels il est dérivé et à chaque réévaluation d'un actif, l'augmentation ou la diminution en valeur doit être appliquée à la Classe de Parts Sociales Ordinaires D, de Parts Sociales Ordinaires D1, de Parts Sociales Ordinaires D2 et de Parts Sociales Ordinaires D3 concernée.

Dans le cas où un actif ou passif de la Société ne peut être considéré comme étant attribuable à une classe particulière de Parts Sociales Ordinaires D, de Parts Sociales Ordinaires D1, de Parts Sociales Ordinaires D2 et de Parts Sociales Ordinaires D3, cet actif ou passif sera alloué à chaque classe de Parts Sociales Ordinaires D, de Parts Sociales Ordinaires D1, de Parts Sociales Ordinaires D2 et de Parts Sociales Ordinaires D3 en proportion du nombre de parts sociales émises.

Les droits financiers et les conditions attachées aux différentes Classes de Parts Sociales sont détaillées plus amplement à l'Art.15.

5.3 Le montant du capital social de la Société peut être augmenté ou réduit au moyen d'une résolution de l'assemblée générale extraordinaire des associés ou de l'associé unique (selon le cas) adoptée dans les conditions requises pour la modification des Statuts.

5.4 Le capital social de la Société peut être réduit par l'annulation des parts sociales, y compris par leur rachat ou leur annulation.

5.5 Dans le cas d'une réduction de capital social au moyen d'un rachat et d'une annulation de Parts Sociales, lesdites Parts Sociales confèrent le droit pour leurs détenteurs à la Valeur d'Annulation Par Part Sociale pour chaque Part Sociale annulée.

5.6. Le Montant Disponible sera un montant déterminé par le conseil de gérance et approuvée par l'assemblée générale des associés sur la base des Comptes Intérimaires concernés.

5.7. Dès le rachat et l'annulation des Parts Sociales, la Valeur d'Annulation Par Part Sociale deviendra exigible et payable par la Société.

Art. 6. Parts sociales.

6.1 Chaque Part Sociale ouvre le droit à son détenteur à une partie des actifs sociaux et profits de la Société conformément à l'Art.15.

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

6.3 Dans l'hypothèse où il n'y a qu'un seul associé, les parts sociales détenues par celui-ci sont librement cessibles à des tiers.

Les parts sociales sont dès lors librement cessibles parmi les associés sous réserve d'éventuelles restrictions de transfert conclues par écrit par les associés de la Société auxquelles la Société est partie.

Aucune cession de parts sociales entre vifs à un tiers non-associé ne peut être effectuée sans l'agrément donné en assemblée générale des associés représentant au moins les trois-quarts du capital social.

Le(s) détenteur(s) de Parts Sociales Ordinaires A est/sont autorisé(s) à transférer les Parts Sociales Ordinaires A qu'il (ils) détient (détiennent) à tout Affilié.

Pour le reste, il est référé aux dispositions des articles 189 et 190 de la Loi.

6.4 La cession de parts sociales n'est opposable à la Société ou aux tiers qu'après qu'elle ait été notifiée à la Société ou acceptée par elle en conformité avec les dispositions de l'article 1690 du code civil. Toute cession de part sociales effectuée en violation d'une convention d'actionnaires, conclue à tout moment par les associés et toute autre partie supplémentaire et à laquelle la Société est partie, sera considérée comme nulle et ne sera pas reconnue par la Société.

Les parts sociales ne peuvent être transmises pour cause de mort à des non-associés que moyennant l'agrément des détenteurs des parts sociales représentant les trois-quarts des droits appartenant aux survivants. Aucun consentement ne sera requis lorsque les parts sociales sont transmises, soit à des héritiers réservataires, soit au conjoint survivant, ou à d'autres héritiers légaux.

Pour toute autre question, il est fait référence aux dispositions des articles 189 et 190 de la Loi.

6.5. Un registre des associés sera conservé au siège social de la Société conformément aux dispositions de la Loi et pourra être examiné par chaque associé qui le requiert.

6.6. Des conditions supplémentaires à celles expressément indiquées dans les Statuts peuvent être convenues par écrit par les associés en ce qui concerne le transfert de Parts Sociales ou d'intérêt sur de telles Parts Sociales (tel que mentionné à l'article 6.4 ci-dessus), tels que, sans limitation, toute cession permise, toutes clauses de transfert d'entraînement ("drag along") et de sortie conjointe ("tag along") relatives, notamment, mais sans s'y limiter, aux offre publique initiales, aux participations réservées et aux droits de rachat.

III. Gestion - Représentation

Art. 7. Gérants.

7.1 La Société est gérée par un ou plusieurs gérants nommés par résolution de l'associé unique ou de l'assemblée générale des associés laquelle fixera la durée de leur mandat. Le(s) gérant(s) n'est/ne sont pas nécessairement associé(s).

7.2 Si plus d'un gérant a été nommé, ils constitueront un conseil de gérance. A tout moment, au moins un des gérants doit être résidant au Luxembourg.

7.3 Les gérants peuvent être révoqués ad nutum.

Art. 8. Pouvoirs des Gérants.

8.1 Tous les pouvoirs non expressément réservés à l'assemblée générale des associés par la Loi ou par les présents Statuts sont de la compétence du gérant unique ou, si la Société est gérée par plus d'un gérant, du conseil de gérance, qui aura/ auront le pouvoir d'effectuer et d'approuver tous les actes et opérations compatibles avec l'objet de la Société.

8.2 Des pouvoirs spéciaux et limités peuvent être délégués pour des missions déterminées à un ou plusieurs agents, associés ou non, par le gérant unique, ou s'ils sont plusieurs, par le conseil de gérance de la Société.

Art. 9. Procédure.

9.1 Le conseil de gérance se réunira aussi souvent que les intérêts de la Société le nécessiteront ou à la demande d'un gérant et au minimum trimestriellement, à l'endroit indiqué dans la convocation qui sera par principe le siège social de la Société.

9.2 Une convocation écrite pour toute réunion du conseil de gérance sera donnée à tous les gérants au moins 5 (cinq) Jours Ouvrables (c'est-à-dire à toute date autre qu'un samedi, dimanche, jour férié dans la ville de Luxembourg) préalablement à la date arrêtée pour ladite réunion, sauf en cas d'urgence, auquel cas la nature de ces circonstances sera énoncée dans la notice de convocation au conseil de gérance et seulement cette période de notice sera utilisée autant que possible.

9.3 Aucune convocation écrite de ce type n'est requise si tous les gérants de la Société sont présents ou représentés à la réunion et s'ils attestent avoir été dûment informés, et avoir pleine connaissance de l'ordre du jour de la réunion. Chaque gérant de la Société peut renoncer à la convocation par consentement écrit, par télégramme, télex, facsimile ou e-mail.

9.4. Une convocation à une réunion du conseil de gérance sera valable uniquement si elle est accompagnée d'un ordre du jour écrit spécifiant les questions qui seront abordées par le conseil de gérance ensemble avec les copies de tous les documents utiles pour ledit conseil (cet ordre du jour et ces documents seront en anglais). Tout gérant peut demander que des points additionnels soient inscrits à l'ordre du jour pour une réunion du conseil de gérance par une notification écrite à chacun des autres membres du conseil de gérance pas moins de trois Jours Ouvrables avant la réunion du conseil de gérance proposée. Aucune résolution ne peut être approuvée par le conseil de gérance sur quelque question que ce soit, si cette question n'a pas été inscrite à l'ordre du jour de cette réunion du conseil de gérance ou selon une notification établie conformément à l'article 9.2., sauf si tous les membres du conseil de gérance en décident autrement à l'unanimité.

9.5. Le quorum pour toute réunion du conseil de gérance sera de deux gérants présents.

9.6. Dans l'hypothèse où un quorum n'est pas présent dans les trois heures où la réunion du conseil de gérance aurait dû commencer ou si pendant cette réunion il n'y a plus de quorum, la réunion sera ajourné au même jour de la semaine suivante, à la même heure et au même endroit ou à tout autre jour et à tout autre heure et endroit que le conseil de gérance aura unanimement déterminé. Dans l'hypothèse où un quorum n'est pas présent dans les trois heures où la seconde réunion ajournée aurait dû commencer ou si pendant cette réunion il n'y a plus de quorum, les gérants qui sont présents constitueront un quorum.

9.7 Les décisions doivent être adoptées à la majorité des gérants présents conformément aux conditions de quorum énoncées dans ces Statuts ou dans la Loi et sujet aux conditions établies dans une convention d'actionnaire conclue à tout moment entre les associés et toute partie supplémentaire et à laquelle la Société est partie.

9.8 Les résolutions des gérants seront enregistrées dans un procès-verbal rédigé en anglais et signé par tous les gérants présents ou représentés à la réunion. Le procès-verbal sera réputé avoir été approuvé par le conseil de gérance sauf si un avis d'objection du procès-verbal est donné par un gérant contestataire aux autres gérants de la Société dans les 5 (cinq) Jours Ouvrables après la date à laquelle le procès-verbal a été reçu par ledit gérant contestataire, auquel cas le procès-verbal sera soumis pour considération à la prochaine réunion du conseil de gérance.

9.9. Tout gérant pourra agir à toute réunion du conseil de gérance en désignant par écrit un autre gérant comme son mandataire.

9.10. Tout gérant peut participer à la réunion du conseil de gérance par conférence téléphonique initiée au nom du conseil de gérance au Luxembourg ou par tout autre moyen de communication similaire, permettant à toutes les personnes participant à la réunion de s'entendre et se parler. La participation à la réunion par un de ces moyens ne compte pas pour le quorum qui doit être physiquement présent/représenté.

Art. 10. Représentation.

10.1 La Société sera engagée envers les tiers sur toute affaire par la signature simple de son gérant unique et dans l'hypothèse d'une pluralité de gérants par la signature unique de tout gérant.

10.2 La Société sera également engagée par la signature conjointe ou simple signature de toute personne à qui ces pouvoirs de signature auront été valablement délégués conformément à l'article 8.2. de ces Statuts.

Art. 11. Responsabilité des gérants. Les gérants n'assument, en raison de leur mandat, aucune responsabilité personnelle en raison de leurs agissements valablement effectués par eux au nom de la Société, sous réserve que ces agissements soient effectués en conformité avec les présents Statuts et dispositions de la Loi.

IV. Assemblée générale des associés

Art. 12. Pouvoirs et droits de vote.

12.1 L'associé unique exerce tous les pouvoirs qui sont conférés par la Loi à l'assemblée générale des associés.

12.2 Chaque associé dispose d'une voix pour chaque Part Sociale Ordinaire dont il est le détenteur.

12.3. Chaque associé peut participer, et voter, à l'assemblée générale des associés en personne ou par conférence téléphonique. Chaque associé pourra nommer toute personne ou entité en tant que représentant en vertu d'une procuration écrite donnée par lettre, télégramme, télex, facsimile ou e-mail, pour le représenter à l'assemblée générale des associés.

Art. 13. Forme - Quorum - Majorité.

13.1 Quand le nombre des associés n'est pas supérieur à vingt-cinq, les décisions des associés peuvent être adoptées par voie de résolutions circulaires, le texte desquelles devra être envoyé à tous les associés par écrit, soit en faisant parvenir le document original, soit par télégramme, télex, téléfax ou e-mail. Les associés émettront leur vote par la signature du procès-verbal des résolutions circulaires. Les signatures des associés peuvent apparaître sur un document simple ou sur des copies multiples d'une résolution identique et peuvent être prouvées par lettre ou facsimile. Les résolutions d'associés à adopter par consultations écrites sont valablement adoptées seulement si elles sont approuvées par le consentement unanime de tous les associés.

Si le nombre des associés excède vingt-cinq, les décisions des associés sont prises en assemblée générale des associés, conformément au droit luxembourgeois, à Luxembourg au siège social de la Société, ou en toute autre lieu au Luxembourg tel que spécifié dans la convocation à l'assemblée, le 22 ème jour du mois de juin. Si un tel jour est un jour férié légal dans la Ville de Luxembourg, l'assemblée générale des associés sera reportée au prochain jour ouvrable à Luxembourg.

13.2 Les décisions collectives adoptées à une assemblée générale physique des associés ne sont valablement prises que dans la mesure où elles ont été adoptées par des associés possédant plus de la moitié du capital social à la condition toutefois que le(s) détenteur(s) de Part(s) Sociale(s) de Catégorie A soi(en)t présent(s) ou représenté(s).

13.3 Dans l'hypothèse où un quorum n'est pas réuni dans les trois heures où l'assemblée générale aurait dû commencer où si durant cette assemblée il n'y a plus de quorum, l'assemblée sera ajournée au même jour la semaine suivante, à la même heure et au même endroit.

La convocation à l'assemblée et à toute assemblée ajournée devra (i) déterminer un ordre du jour en anglais raisonnablement détaillé identifiant les points à discuter; et (ii) sera mis à disposition de chaque associé de la Société au moins, conformément à la loi, 15 (quinze) Jours Ouvrables avant la date de l'assemblée (sauf renonciation écrite par les associés de la Société).

Le(s) détenteur(s) de Parts Sociales Ordinaires peuvent demander que des points supplémentaires soient inscrits à l'ordre du jour pour une assemblée générale des associés de la Société par notification écrite à chacun des associés pas moins de cinq Jours Ouvrables avant l'assemblée générale proposée.

Aucune résolution ne peut être approuvée par l'assemblée générale des associés de la Société sur quelque question que ce soit, si cette question n'a pas été inscrite à l'ordre du jour de ladite assemblée générale ou dans une notification servie conformément à cet Article 13.3. sauf si les Associés en décident autrement à l'unanimité.

Toutes les assemblées générales des associés de la Société doivent être conduites en anglais. Tous les documents présentés à, et approuvés à, toute assemblée générale seront en anglais.

13.4. Cependant, les résolutions modifiant les Statuts ou pour dissoudre et liquider la Société peuvent seulement être adoptées par la majorité des associés détenant au moins trois quarts du capital social de la Société.

Lorsqu'une modification des Statuts est telle qu'elle a pour effet de modifier les droits respectifs énoncés ci-avant, la décision doit, afin d'être valable, répondre aux conditions de majorité prévues dans la phrase précédente à l'égard de chaque classe de Parts Sociales.

V. Comptes annuels - Allocation des profits

Art. 14. Exercice comptable.

14.1 L'exercice comptable de la Société commencera au premier janvier et se terminera au trente-et-un décembre de chaque année.

14.2 Chaque année, en référence à la fin de l'exercice comptable de la Société, les comptes de la Société seront établis et le gérant ou, en cas de pluralité de gérants, les gérants prépareront un inventaire incluant une indication de la valeur des actifs et des dettes de la Société.

14.3 Chaque associé peut consulter ledit inventaire et le bilan au siège social de la Société.

Art. 15. Allocation des Profits.

15.1 Les profits bruts de la Société repris dans les comptes annuels, après déduction des frais généraux, amortissements et charges constituent le bénéfice net. Sur le bénéfice net, il est prélevé cinq pour cent (5%) pour la constitution de la réserve légale, jusqu'à ce que celle-ci atteigne dix pour cent (10%) du capital social.

15.2 Sous réserve des dispositions de l'Article 13.2, l'assemblée générale des associés à la majorité des votes déterminée par la Loi ou l'associé unique (le cas échéant) peuvent décider à tout moment que l'excédent soit distribué à l'(aux) associé (s) comme dividende ou reporté à nouveau ou transféré à une réserve extraordinaire conformément aux dispositions énoncées ci-après.

Les associés ou l'associé unique (le cas échéant), sur proposition des gérants, décide(nt) de distribuer tout dividende, dans les conditions et limites déterminées par la Loi et les Statuts, à l'égard de tout exercice social (en espèce ou en nature), suivant paiement de toutes les Dépenses Déductibles qui ne sont pas attribuables uniquement à une classe de Titres ou Parts Sociales de la Société Cible, comme suit:

(a) dans la mesure où cette Distribution provient de toute Distribution de la Société Cible sur les Titres D de la Société Cible détenus par la Société, une telle Distribution (moins les Dépenses Déductibles uniquement attribuables à la détention de la Société de titres D de la Société Cible) sera versée aux Associés Ordinaires D au prorata, selon le Droit Proportionnel de chaque Associé Ordinaire D, de sorte que chaque Part Sociale Ordinaire D donne droit à une fraction de la Distribution égale au montant de la Distribution de la Société Cible dans les Titres D de la Société Cible divisé par le nombre de Parts Sociales Ordinaires D émises;

(b) dans la mesure où cette Distribution provient de toute Distribution de la Société Cible sur les Titres D1 de la Société Cible détenus par la Société, une telle Distribution (moins les Dépenses Déductibles uniquement attribuables à la détention de la Société de titres D1 de la Société Cible) sera versée aux Associés Ordinaires D1 au prorata, selon le Droit Proportionnel au droit de chaque Associé Ordinaire D1, de sorte que chaque Part Sociale Ordinaire D1 donne droit à une fraction de la Distribution égale au montant de la Distribution de la Société Cible dans les Titres D1 de la Société Cible divisé par le nombre de Parts Sociales Ordinaires D1 émises;

(c) dans la mesure où cette Distribution provient de toute Distribution de la Société Cible sur les Titres D2 de la Société Cible détenus par la Société, une telle Distribution (moins les Dépenses Déductibles uniquement attribuables à la détention de la Société de titres D2 de la Société Cible) sera versée aux Associés Ordinaires D2 au prorata, selon le Droit Proportionnel

au droit de chaque Associé Ordinaire D2, de sorte que chaque Part Sociale Ordinaire D2 donne droit à une fraction de la Distribution égale au montant de la Distribution de la Société Cible dans les Titres D2 de la Société Cible divisé par le nombre de Parts Sociales Ordinaires D2 émises;

(d) dans la mesure où cette Distribution provient de toute Distribution de la Société Cible des Titres D3 de la Société Cible détenus par la Société, une telle Distribution (moins les Dépenses Déductibles uniquement attribuables à la détention de la Société de titres D3 de la Société Cible) sera versée aux Associés Ordinaires D3 au prorata, selon le Droit Proportionnel au droit de chaque Associé Ordinaire D3, de sorte que chaque Part Sociale Ordinaire D3 donne droit à une fraction de la Distribution égale au montant de la Distribution de la Société Cible dans les Titres D3 de la Société Cible divisé par le nombre de Parts Sociales Ordinaires D3 émises.

Si un Résultat Net Spécifique est négatif pour un exercice comptable, le(s) détenteur(s) de la Classe de Parts Sociales concernée ne sera/seront pas en droit de recevoir un dividende au titre dudit exercice comptable et le Résultat Net Spécifique négatif attaché à cette Classe de Parts Sociales sera déduit du Résultat Net Spécifique devant être attribué à cette Classe de Parts Sociales pour les exercices comptables suivants.

Art. 15.3. Nonobstant les dispositions de l'article précédent, l'assemblée générale des associés de la Société ou l'associé unique (selon le cas) peut, sur proposition du conseil de gérance ou du gérant unique (selon le cas), décider de payer des dividendes intérimaires avant la fin de l'exercice social en cours, sur la base d'un état financier préparé par les gérants ou le gérant unique (selon le cas), et montrant que des fonds suffisants sont disponibles pour effectuer la Distribution, étant entendu que le montant à distribuer ne peut excéder les profits réalisés depuis la fin du dernier exercice social, augmenté des bénéfices reportés et des réserves distribuables, moins les pertes reportées et les sommes devant être allouées à une réserve devant être établie conformément à la Loi ou aux Statuts. Les Dividendes Intérimaires seront distribués de la même manière que décrite à l'Art. 15.2 ci-dessus.

Surveillance de la société

Art. 16. Si le nombre des associés excède vingt-cinq, la surveillance de la Société sera confiée à un ou plusieurs commissaire(s) aux comptes, associé(s) ou non.

Chaque commissaire aux comptes sera nommé pour une période expirant à la date de la prochaine assemblée générale annuelle des associés suivant sa nomination se prononçant sur l'approbation des comptes annuels.

A l'expiration de cette période, et de chaque période subséquente, le(s) commissaire(s) aux comptes pourra/pourront être renouvelé(s) dans ses/leurs fonction(s) par une nouvelle décision de l'assemblée générale des associés ou de l'associé unique (selon le cas) jusqu'à la tenue de la prochaine assemblée générale annuelle des associés se prononçant sur l'approbation des comptes annuels.

Lorsque les seuils de l'article 35 de la loi du 19 décembre 2002 sur le registre du commerce et des sociétés seront atteints, la Société confiera le contrôle de ses comptes annuels à un ou plusieurs réviseur(s) d'entreprises agréé(s) nommés par l'assemblée générale des associées ou l'associé unique (selon le cas), parmi les membres inscrits au registre public des réviseurs d'entreprises agréés tenu par la Commission de Surveillance du Secteur Financier (CSSF).

Nonobstant les seuils ci-dessus mentionnés, à tout moment, un ou plusieurs réviseur(s) d'entreprises agréé(s) peut/peuvent être nommé(s) par résolution de l'assemblée générale des associés ou l'associé unique (selon le cas) qui décide des termes et conditions de son/leur mandat.

VI. Dissolution - Liquidation

Art. 17. Dissolution - Liquidation.

17.1 Dans le cas d'une dissolution de la Société, la liquidation sera opérée par un ou plusieurs liquidateur(s), qui ne doit/doivent pas obligatoirement être associé(s), nommé(s) par une décision de l'associé unique ou de l'assemblée générale des associés qui déterminera leurs pouvoirs et leur rémunération. Sauf disposition contraire au sein d'une résolution de l'/des associé(s) ou par la Loi, les liquidateurs seront investis des pouvoirs les plus étendus pour la réalisation des actifs et paiements des dettes de la Société.

17.2 Le surplus résultant de la réalisation des actifs de la Société restants après le paiement de ses dettes, en ce compris les Dépenses Déductibles qui ne sont pas attribuables uniquement à une classe de Titres de la Société Cible, sera versé comme suit:

(a) premièrement aux Associés Ordinaires A pro rata, selon chaque Droit Proportionnel d'Associé Ordinaire A jusqu'à la valeur du Prix d'Emission par Part Sociale Ordinaire A détenue par cet Associé Ordinaire A. Les montants distribués à l'Associé Ordinaire A seront déduits des Distributions provenant des Titres de la Société Cible en proportion du Prix d'Emission global versé pour chaque Titre de la Société Cible;

(b) deuxièmement, aux Associés Ordinaires D, de façon à ce que chaque Part Sociale Ordinaire D donne droit à un montant égal à sa valeur nominale au moment de la liquidation;

(c) troisièmement, aux Associés Ordinaires D1, de façon à ce que chaque Part Sociale Ordinaire D1 donne droit à un montant égal à sa valeur nominale au moment de la liquidation;

(d) quatrièmement, aux Associés Ordinaires D2, de façon à ce que chaque Part Sociale Ordinaire D2 donne droit à un montant égal à sa valeur nominale au moment de la liquidation;

(e) cinquièmement aux Associés Ordinaires D3, de façon à ce que chaque Part Sociale Ordinaire D3 donne droit à un montant égal à sa valeur nominale au moment de la liquidation;

(f) sixièmement, le reliquat le cas échéant, sera entièrement distribué aux Associés Ordinaires A.

VII. Disposition Générale

Art. 18. Disposition Générale. Référence est faite aux dispositions de la Loi pour toutes les questions pour lesquelles aucune disposition spécifique n'existe dans ces Statuts.

Art. 19. Définitions. Aux fins d'interprétation de ces Statuts, les définitions suivantes s'appliquent, sauf indications contraires:

"Associé Ordinaire A"	désigne le détenteur enregistré des Parts Sociales Ordinaires A;
"Parts Sociales Ordinaires A"	désigne les parts sociales ordinaires A dans le capital social de la Société sans valeur nominale, ayant les droits et étant soumises aux restrictions énoncées dans ces Statuts et "Une Part Sociale Ordinaire A" sera interprétée pareillement;
"Affiliés"	désigne, à l'égard de toute personne, toute autre personne qui, directement ou indirectement, Contrôle, est Contrôlée par ou est sous Contrôle commun avec cette personne et «Affiliés» doit être interprétée pareillement, mais sur le fondement que, en ce qui concerne tout Associé, les expressions "Affilié" et "Affiliés" ne doivent pas être considérées comme incluant la Société;
"Dépenses Déductibles"	désigne (a) les frais généraux par rapport à la détention par la Société des Titres D de la Société Cible et les opérations de la Société encourues par la Société; (b) toutes déductions et / ou retenues requises par la loi applicable, qui doivent, pour éviter toute ambiguïté, n'inclure aucun Impôt payable par la Société, (c) les coûts de liquidation de la Société (le cas échéant);
"Montant Disponible"	désigne pour une Classe de Parts Sociales, le montant total du Résultat Net Spécifique (incluant les bénéfices reportés) dans la mesure où la Classe de Parts Sociales aurait conféré un droit aux distributions de dividendes conformément à l'article 15 des Statuts, augmenté de (i) toute prime d'émission librement distribuable payée sur une telle Classe de Parts Sociales et autres réserves librement distribuables liées à cette Classe de Parts Sociales et (ii) selon le cas du montant de réduction du capital social et de réduction de la réserve légale relative à la Classe de Parts Sociales devant être annulée mais réduite par (i) toutes pertes (y compris les pertes reportées) liées à cette Classe de Parts Sociales et (ii) toutes sommes devant être placées en réserve(s) conformément aux exigences de la loi ou des Statuts, chaque fois, tel qu'énoncé dans les Comptes Intérimaires pertinents, à la Date du Compte Intérimaire, à condition toutefois que le Montant Disponible ne soit jamais inférieur à zéro (sans double comptabilisation , pour éviter tout ambiguïté) de sorte que: MD = (PN + PE+ RC) - (P + RL) Où: MD= Montant Disponible PN= bénéfices nets (y compris les profits reportés) provenant de la Classe de Parts Sociales devant être rachetée PE= toute prime d'émission librement distribuable payée sur les parts sociales émises dans cette Classe de Parts Sociales et autres réserves librement distribuables concernant cette Classe de Parts Sociales RC = le montant de la réduction de capital social et de la réduction de la réserve légale concernant la Classe de Parts Sociales devant être annulée P= pertes (y compris les pertes reportées) provenant de la Classe de Parts Sociales devant être rachetée RL = toutes sommes qui devront être placées en réserve(s) conformément aux exigences de la loi ou des Statuts
"Valeur d'Annulation par Part Sociale"	désigne le montant égal à la division du Montant Disponible par le nombre de Parts Sociales émises dans la Classe de Parts Sociales dans laquelle il est envisagé que les Parts Sociales soient rachetées et annulées, sous réserve des modalités et conditions supplémentaires qui peuvent être convenues par écrit par les associés auxquelles la Société est partie;
"Classe de Parts Sociales"	désigne les Parts Sociales Ordinaires A, les Parts Sociales Ordinaires, les Parts Sociales Ordinaires D1, les Parts Sociales Ordinaires D2 et les Parts Sociales Ordinaires D3 et "Classes de Parts Sociales" doivent être interprétées pareillement;
"Associé Ordinaire D"	désigne le détenteur enregistré de toutes Parts Sociales Ordinaires D;
"Associé Ordinaire D1"	désigne le détenteur enregistré de toutes Parts Sociales Ordinaires D1;

"Associé Ordinaire D2"	désigne le détenteur enregistré de toutes Parts Sociales Ordinaires D2;
"Associé Ordinaire D3"	désigne le détenteur enregistré de toutes Parts Sociales Ordinaires D3;
"Parts Sociales Ordinaires D"	désigne les parts sociales ordinaires D dans le capital social de la Société, sans valeur nominale, ayant les droits et étant soumises aux restrictions énoncées dans ces Statuts et "Une Part Sociale Ordinaire D" doit être interprétée pareillement;
"Parts Sociales Ordinaires D1"	désigne les parts sociales ordinaires D1 dans le capital social de la Société, sans valeur nominale, ayant les droits et étant soumises aux restrictions énoncées dans ces Statuts et "Une Part Sociale Ordinaire D1" doit être interprétée pareillement;
"Parts Sociales Ordinaires D2"	désigne les parts sociales ordinaires D2 dans le capital social de la Société, sans valeur nominale, ayant les droits et étant soumises aux restrictions énoncées dans ces Statuts et "Une Part Sociale Ordinaire D2" doit être interprétée pareillement;
"Parts Sociales Ordinaires D3"	désigne les parts sociales ordinaires D3 dans le capital social de la Société, sans valeur nominale, ayant les droits et étant soumises aux restrictions énoncées dans ces Statuts et "Une Part Sociale Ordinaire D3" doit être interprétée pareillement;
"Contrôle"	désigne: (a) dans le cas d'une personne morale la propriété de ou la capacité de diriger: (i) la majorité des parts sociales émises ayant droit de vote pour l'élection des gérants (ou des personnes analogues); (ii) la nomination ou la révocation des gérants disposant d'une majorité des droits de vote exerçables en assemblée des associés sur la totalité ou une grand partie des sujets; ou (iii) une majorité des droits de vote exerçables en assemblée générale des associés sur la totalité ou une grande partie des sujets, ou (b) dans le cas de toute autre personne, la propriété de ou la capacité de diriger, la majorité des droits de vote dans cette personne; ou (c) dans le cas d'une personne morale ou toute autre personne, la possession directe ou indirecte du pouvoir de diriger ou de faire diriger la gestion financière, opérationnelle et politiques (que ce soit par la propriété de parts sociales avec droit de vote, par une gestion ou contrat de conseil, par contrat, par agence ou autrement), et "Contrôlée" doit être interprétée pareillement, mais, pour éviter tout doute, la Société ne doit pas être considérée comme étant contrôlée par un Associé;
"Distribution"	désigne tout dividende, distribution (qu'il s'agisse d'actifs, de capital social, de bénéfices ou réserves) ou le remboursement par la Société à ses Associés de bénéfice ou de capital social et "Distribué" sera interprété pareillement. Cependant, par exception à la phrase précitée, et pour l'objet de l'article 15 seulement, le terme "Distribution" doit être limité à tout dividende de et distribution de profits payés par la Société à ses associés ou remboursement par la Société de la prime d'émission à ses associés;
"Groupe"	désigne la Société et la Société Cible et chacune des filiales de la Société Cible et "Société du Groupe" sera interprétée pareillement;
"Date des Comptes Intérimaires"	désigne la date au plus tôt huit (8) jours avant la date du rachat et de l'annulation de la Classe de Parts Sociales concernée;
"Comptes Intérimaires"	désigne les comptes intérimaires de la Société à la Date des Comptes Intérimaires concernés;
"Société Cible"	désigne Danube Bidco S.A., une société anonyme de droit luxembourgeois, dont le siège social est sis au 412F route d'Esch, L- 1471 Luxembourg, Grand-Duché de Luxembourg, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 139.927;
"Statuts de la Société Cible"	désigne les statuts de la Société Cible de temps à autre;
"Distribution de la Société Cible"	désigne tout dividende, distribution d'actifs, de capital social, profits ou réserves ou rémunération par la Société Cible à ses détenteurs de titres;
"Parts Sociales Ordinaires D de la Société Cible"	désigne les Parts Sociales Ordinaires D d'une valeur de 0,01 EUR (un centime d'Euro) chacune dans le capital social de la Société Cible disposant des droits et étant soumises aux restrictions énoncées dans les Statuts de la Société Cible;
"CCP D de la Société Cible"	désigne les certificats de capitaux préférentiels de classe D émis par la Société Cible d'une valeur nominale de 0,99 EUR (quatre-vingt-dix-neuf centimes d'Euro) chacun;
"Titres D de la Société Cible"	désigne les CCP D de la Société Cible et les Parts Sociales Ordinaires D de la Société Cible;
"Parts Sociales Ordinaires D1	désigne les Parts Sociales Ordinaires D1 d'une valeur de 0,01 EUR (un centime

de la Société Cible"	d'Euro) chacune dans le capital social de la Société Cible disposant des droits et étant soumises aux restrictions énoncées dans les Statuts de la Société Cible;
"CCP D1 de la Société Cible"	désigne les certificats de capitaux préférentiels de classe D1 émis par la Société Cible d'une valeur nominale de 0,99 EUR (quatre-vingt-dix-neuf centimes d'Euro) chacun;
"Titres D1 de la Société Cible"	désigne les CCP D1 de la Société Cible et les Parts Sociales Ordinaires D1 de la Société Cible;
"Parts Sociales Ordinaires D2 de la Société Cible"	désigne les Parts Sociales Ordinaires D2 d'une valeur de 0,01 EUR (un centime d'Euro) chacune dans le capital social de la Société Cible disposant des droits et étant soumises aux restrictions énoncées dans les Statuts de la Société Cible;
"CCP D2 de la Société Cible"	désigne les certificats de capitaux préférentiels de classe D2 émis par la Société Cible d'une valeur nominale de 0,99 EUR (quatre-vingt-dix-neuf centimes d'Euro) chacun;
"Titres D2 de la Société Cible"	désigne les CCP D2 de la Société Cible et les Parts Sociales Ordinaires D2 de la Société Cible;
"Parts Sociales D3 de la Société Cible"	désigne les parts sociales ordinaires D3 et les parts ordinaires D3b d'une valeur de 0,01 EUR (un centime d'Euro) chacune dans le capital social de la Société Cible disposant des droits et étant soumises aux restrictions énoncées dans les Statuts de la Société Cible;
"CCP D3 de la Société Cible"	désigne les certificats de capitaux préférentiels de classe D3 émis par la Société Cible d'une valeur nominale de 0,99 EUR (quatre-vingt-dix-neuf centimes d'Euro) chacun;
"Titres D3 de la Société Cible"	désigne les CCP D3 de la Société Cible et les Parts Sociales D3 de la Société Cible;
"Titres de la Société Cible"	désigne les Titres D de la Société Cible, les Titres D1 de la Société Cible, les Titres D2 de la Société Cible et les Titres D3 de la Société Cible;
"Prix d'Emission"	désigne le montant total payé ou crédité comme payé à l'égard d'une Part Sociale, en ce compris la prime d'émission attachée à une telle Part Sociale;
"Gérants"	désigne les gérants de la Société tels que nommés de temps à autre;
"Montant Distribuable Maximum"	désigne les dividendes qui peuvent être distribués dans la mesure où la Société dispose de sommes distribuables au sens de la Loi et en conformité avec les autres dispositions applicables de la Loi;
"Droit Proportionnel"	désigne la proportion de Parts Sociales dans la Classe de Parts Sociales par rapport à toutes les Parts Sociales émises dans la Classe de Parts Sociales;
"Associé"	désigne tout détenteur enregistré d'une ou plusieurs Parts Sociales de temps à autre et les «Associés» seront interprétés pareillement;
"Part Sociale"	désigne toute part sociale quelle qu'en soit la classe dans le capital social de la Société et "Parts Sociales" doit être interprété pareillement;
"Impôt"	désigne toutes les formes d'imposition, prélèvements, droits, impôts, taxes, cotisations de sécurité sociale et les taux imposés, évalués ou exécutés par n'importe quel organisme local, municipal, gouvernemental, étatique, fédéral ou autre organisme ou autorité n'importe où dans le monde ainsi que les intérêts, pénalités, supplément ou amende y afférents.

Deuxième résolution

Les Associés décident de prendre acte de la démission à la date d'aujourd'hui, des gérants suivants:

- M. Emmanuel Floret, Gérant de Classe A1;
- M. Graham Hislop, Gérant de Classe A2;
- M. Alan Bowkett, Gérant de Classe C3;
- M. Patrick Van Denzen, Gérant de Classe B1;
- M. Franciscus Welman, Gérant de Classe B1;
- Mme Betty Prudhomme, Gérant de Classe B2; and
- Mme Fantine Jeannon, Gérant de Classe B2;

Et ils décident de leur accorder une décharge pour l'exercice de leur mandat à la date d'aujourd'hui, cette décharge devra être confirmée à la prochaine assemblée générale convoquée aux fins d'approbation des comptes annuels de la Sociétés arrêtés au 31 décembre 2014.

Troisième résolution

Les Associés décident de nommer avec effet à la date de ce jour, pour une durée indéterminée, les personnes suivantes en tant que gérants de la Société:

- Mme Fantine Jeannon, née le 9 novembre 1986 en France (Nancy), ayant sa résidence professionnelle au 412F route d'Esch, L-2086 Luxembourg;

- M. Diogo Alves, né le 14 mars 1986 au Portugal (Macieira de Cambra), ayant sa résidence professionnelle au 412F route d'Esch, L-2086 Luxembourg;

- M. Chokri Bouzidi, né le 10 mai 1964 en Tunisie (Bousalem), résidant professionnellement au 2, rue Jean Monnet, L-2180 Luxembourg;

- M. David Hazzard, né le 5 octobre 1966 au Royaume-Uni (Leeds) résidant professionnellement au 28-30 The Parade, JE1 1ZZ St Helier, Jersey, Channel Islands;

- Mr. Ben Burton, né le 29 mars 1980 à Jersey (Jersey) résidant professionnellement au 28-30 The Parade, JE1 1ZZ St Helier, Jersey, Channel Islands; et

- M. Andrew Le Gal, né le 17 novembre 1976 à Jersey (Jersey), résidant professionnellement au 28-30 The Parade, JE1 1ZZ St Helier, Jersey, Channel Islands.

Déclaration

Le notaire soussigné qui comprend et parle l'anglais, constate par les présentes qu'à la requête du mandataire des parties comparantes, le présent acte est rédigé en anglais suivi d'une version française. A la requête des mêmes personnes 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/Alzette, les jours, mois et an tel qu'indiqué en tête des présentes.

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

Signé: Conde, Kesseler.

Enregistré à Esch/Alzette Actes Civils, le 19 décembre 2014. Relation: EAC/2014/17729. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): Santioni A.

POUR EXPEDITION CONFORME.

Référence de publication: 2015051088/1157.

(150059170) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 avril 2015.

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

Siège social: L-1528 Luxembourg, 1, boulevard de la Foire.

R.C.S. Luxembourg B 164.805.

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In the year two thousand and fifteen, on the twenty fifth day of March.

Before Maître Blanche MOUTRIER, notary residing in Esch-sur-Alzette (Grand-Duchy of Luxembourg).

There appeared

Index Ventures V (Jersey), L.P., a limited partnership formed and existing under the laws of Jersey, registered with the Jersey Financial Services Commission under registration number LP1126, having its registered office at Ogier House, The Esplanade, St Helier, Jersey JE4 9WG, Channel Islands, acting through its managing general partner Index Venture Associates V Limited, here represented by Mrs Sofia AFONSO-DA CHAO CONDE, private employee, residing professionally in Esch/Alzette, by virtue of a proxy given under private seal.

Index Ventures V Parallel Entrepreneur Fund (Jersey), L.P., a limited partnership formed and existing under the laws of Jersey, registered with the Jersey Financial Services Commission under registration number LP1125, having its registered office at Ogier House, The Esplanade, St Helier, Jersey JE4 9WG, Channel Islands, acting through its managing general partner Index Venture Associates V Limited, here represented by Mrs Sofia AFONSO-DA CHAO CONDE, private employee, residing professionally in Esch/Alzette, by virtue of a proxy given under private seal.

Yucca (Jersey) SLP, a separate limited partnership formed and existing under the laws of Jersey, registered with the Jersey Financial Services Commission under registration number 13, having its registered office at 44 Esplanade, St Helier, Jersey JE4 9WG, here represented by Claire PUEL, by virtue of a proxy given under private seal.

Index Ventures VI (Jersey), L.P., a limited partnership formed and existing under the laws of Jersey, registered with the Jersey Financial Services Commission under registration number LP1439, having its registered office at No 1 Seaton Place, St Helier, Jersey JE4 8YJ, Channels Islands, acting through its managing general partner Index Venture Associates VI Limited, here represented by Mrs Sofia AFONSO-DA CHAO CONDE, private employee, residing professionally in Esch/Alzette, by virtue of a proxy given under private seal.

Index Ventures VI Parallel Entrepreneur Fund (Jersey), L.P., a limited partnership formed and existing under the laws of Jersey, registered with the Jersey Financial Services Commission under registration number LP1438, having its registered office at No 1 Seaton Place, St Helier, Jersey JE4 8YJ, Channels Islands, acting through its managing general partner Index Venture Associates VI Limited, here represented by Mrs Sofia AFONSO-DA CHAO CONDE, private employee, residing professionally in Esch/Alzette, by virtue of a proxy given under private seal.

Index Ventures IV (Jersey), L.P., a limited partnership formed and existing under the laws of Jersey, registered with the Jersey Financial Services Commission under registration number LP866, having its registered office at Ogier House, The

Esplanade, St Hélier, Jersey JE4 9WG, Channel Islands, acting through its managing general partner Index Venture Associates IV Limited, here represented by Mrs Sofia AFONSODA CHAO CONDE, private employee, residing professionally in Esch/Alzette, by virtue of a proxy given under private seal.

Index Ventures IV Parallel Entrepreneur Fund (Jersey), L.P. a limited partnership formed and existing under the laws of Jersey, registered with the Jersey Financial Services Commission under registration number LP865, having its registered office at Ogier House, The Esplanade, St Hélier, Jersey JE4 9WG, Channel Islands, acting through its managing general partner Index Venture Associates IV Limited, here represented by Mrs Sofia AFONSO-DA CHAO CONDE, private employee, residing professionally in Esch/Alzette, by virtue of a proxy given under private seal.

Which proxies initialled "ne varietur" by the representative of the appearing parties and the undersigned notary shall remain annexed to the present deed for the purpose of registration.

The appearing parties, represented as stated above, have requested the undersigned notary to record the following:

I. That they are the current shareholders of Hexavest S.à r.l. having its registered office at 1, boulevard de la Foire, L-1528 Luxembourg, registered with the Luxembourg Register of Commerce and Companies under registration number B 164 805 (the “Company”), incorporated by a deed of Maître Paul BETTINGEN, notary residing in Niederanven, on November 17, 2011, published in the Mémorial C, Recueil des Sociétés et Associations number 3200 of December 29, 2011. The articles have been modified for the last time by a deed of Maître Francis KESSELER on December 1, 2014, published in the Mémorial C, Recueil des Sociétés et Associations on 10 March 2015 under number 655.

II. That the capital is fixed at eight million eight hundred thirty seven thousand seventy Euros and ninety three Cents (EUR 8,837,070.93) represented by eight million five hundred thousand (8,500,000) class A shares, by forty seven million three hundred eighty one thousand five hundred sixty six (47,381,566) class B shares, by sixty nine million three hundred fifty four thousand four hundred twenty four (69,354,424) class C shares, by seventy-four million (74,000,000) class E shares, by two hundred twenty eight million eight hundred fifty nine thousand thirty seven (228,859,037) class F shares, by four hundred eleven million six hundred twelve thousand sixty six (411,612,066) class G shares, by thirty seven million (37,000,000) class H shares and by seven million (7,000,000) class I shares, each with a nominal value of one Euro Cent (EUR 0.01), entirely subscribed for and fully paid up.

III. These class A, class B, class C, class E, class F, class G, class H and class I shares are allocated to the shareholders as follows:

1. 8,326,303 class A shares for Index Ventures V (Jersey), L.P.;

2. 67,447 class A shares for Index Ventures V Parallel Entrepreneur Fund (Jersey), L.P.;

3. 106,250 class A shares for Yucca (Jersey) SLP;

4. 592,269 class B shares for Yucca (Jersey) SLP;

5. 46,146,848 class B shares for Index Ventures VI (Jersey), L.P.;

6. 642,448 class B shares for Index Ventures VI Parallel Entrepreneur Fund (Jersey), L.P.;

7. 67,135,082 class C shares for Index Ventures VI (Jersey), L.P.;

8. 1,352,411 class C shares for Index Ventures VI Parallel Entrepreneur Fund (Jersey), L.P.;

9. 866,931 class C shares for Yucca (Jersey) SLP;

10. 71,632,000 class E shares for Index Ventures VI (Jersey), L.P.;

11. 1,443,000 class E shares for Index Ventures VI Parallel Entrepreneur Fund (Jersey), L.P.;

12. 925,000 class E shares for Yucca (Jersey) SLP;

13. 221,526,734 class F shares for Index Ventures VI (Jersey), L.P.;

14. 4,471,565 class F shares for Index Ventures VI Parallel Entrepreneur Fund (Jersey), L.P;

15. 2,860,738 class F shares for Yucca (Jersey) SLP;

16. 229,604,343 class G shares for Index Ventures VI (Jersey) L.P.;

17. 4,634,619 class G shares for Index Ventures VI Parallel Entrepreneur Fund (Jersey), L.P;

18. 4,360,333 class G shares for Yucca (Jersey) SLP;

19. 158,014,022 class G shares for Index Ventures IV (Jersey) L.P;

20. 14,998,748 class G shares for Index Ventures IV Parallel Entrepreneur Fund (Jersey) L.P;

21. 35,816,000 class H shares for Index Ventures VI (Jersey) L.P.;

22. 721,500 class H shares for Index Ventures VI Parallel Entrepreneur Fund (Jersey), L.P; and

23. 462,500 class H shares for Yucca (Jersey) SLP.

24. 6,776,000 class I shares for Index Ventures VI (Jersey), L.P.

25. 136,500 class I shares for Index Ventures VI Parallel Entrepreneur Fund (Jersey) L.P.

26. 87,500 class I shares for Yucca (Jersey) SLP.

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

Agenda

1) Increase of the share capital of the Company by an amount of one hundred thirty one thousand two hundred forty seven Euros and seventy two Cents (EUR 131,247.72) so as to raise it from its present amount of eight million eight hundred thirty seven thousand seventy Euros and ninety three Cents (EUR 8,837,070.93) to eight million nine hundred sixty eight thousand three hundred eighteen Euros and sixty five Cents (EUR 8,968,318.65) by the creation and the issue of thirteen million one hundred twenty four thousand seven hundred seventy two (13,124,772) new class C shares of a par value of one Euro Cent (EUR 0.01) each.

2) Subscription and paying up of the thirteen million one hundred twenty four thousand seven hundred seventy two (13,124,772) new class C shares as follows:

(a) Twelve million seven hundred four thousand seven hundred eighty (12,704,780) new class C shares by Index Ventures VI (Jersey), L.P. by a contribution in cash of one hundred twenty seven thousand forty seven Euros and eighty Cents (EUR 127,047.80);

(b) Two hundred fifty five thousand nine hundred thirty three (255,933) new class C shares by Index Ventures VI Parallel Entrepreneur Fund (Jersey), L.P. by a contribution in cash of two thousand five hundred fifty nine Euros and thirty three Cents (EUR 2,559.33);

(c) One hundred sixty four thousand sixty (164,060) new class C shares by Yucca (Jersey) SLP by a contribution in cash of one thousand six hundred forty Euros and sixty Cents (EUR 1,640.60).

3) Amendment of first sentence of Article 6 of the articles of association so as to reflect the proposed increase of the share capital of the Company.

After this had been set forth, the above named shareholders of the Company, representing the entire capital of the Company, now request the undersigned notary to record the following resolutions:

First resolution

The shareholders of the Company unanimously resolve to increase the share capital of the Company by an amount of one hundred thirty one thousand two hundred forty seven Euros and seventy two Cents (EUR 131,247.72) so as to raise it from its present amount of eight million eight hundred thirty seven thousand seventy Euros and ninety three Cents (EUR 8,837,070.93) to eight million nine hundred sixty eight thousand three hundred eighteen Euros and sixty five Cents (EUR 8,968,318.65) by the creation and the issue of thirteen million one hundred twenty four thousand seven hundred seventy two (13,124,772) new class C shares of a par value of one Euro Cent (EUR 0.01) each.

Subscription and payment

All the thirteen million one hundred twenty four thousand seven hundred seventy two (13,124,772) new class C shares as follows:

(a) Twelve million seven hundred four thousand seven hundred eighty (12,704,780) new class C shares by Index Ventures VI (Jersey), L.P. by a contribution in cash of one hundred twenty seven thousand forty seven Euros and eighty Cents (EUR 127,047.80);

(b) Two hundred fifty five thousand nine hundred thirty three (255,933) new class C shares by Index Ventures VI Parallel Entrepreneur Fund (Jersey), L.P. by a contribution in cash of two thousand five hundred fifty nine Euros and thirty three Cents (EUR 2,559.33);

(c) One hundred sixty four thousand sixty (164,060) new class C shares by Yucca (Jersey) SLP by a contribution in cash of one thousand six hundred forty Euros and sixty Cents (EUR 1,640.60).

The thirteen million one hundred twenty four thousand seven hundred seventy two (13,124,772) new class C shares have been entirely paid up by a contribution in cash from the above mentioned persons for an aggregate amount of one hundred thirty one thousand two hundred forty seven Euros and seventy two Cents (EUR 131,247.72) which are now at the disposal of the Company.

Second resolution

As a consequence of the foregoing resolution and subscription of the new class C shares, first sentence of Article 6 of the articles of association is amended and now reads as follows:

" **Art. 6.** The capital is fixed at eight million nine hundred sixty eight thousand three hundred eighteen Euros and sixty five Cents (EUR 8,968,318.65) represented by eight million five hundred thousand (8,500,000) class A shares, by forty seven million three hundred eighty one thousand five hundred sixty six (47,381,566) class B shares, by eighty two million four hundred seventy nine thousand one hundred ninety six (82,479,196) class C shares, by seventy-four million (74,000,000) class E shares, by two hundred twenty eight million eight hundred fifty nine thousand thirty seven (228,859,037) class F shares, by four hundred eleven million six hundred twelve thousand sixty six (411,612,066) class G shares, by thirty seven million (37,000,000) class H shares and by seven million (7,000,000) class I shares, each with a nominal value of one Euro Cent (EUR 0.01), entirely subscribed for and fully paid up."

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

WHEREOF, the present notarial deed was drawn up in Esch/Alzette (Grand-Duchy of Luxembourg), on the day named at the beginning of this document.

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

Follows the french version

L'an deux mille quinze, le vingt-cinq mars.

Par devant Maître Blanche MOUTRIER, notaire de résidence à Esch-sur-Alzette (Grand-Duché de Luxembourg).

Ont comparu

Index Ventures V (Jersey), L.P., un limited partnership constitué et opérant sous le droit de Jersey, immatriculé auprès du Jersey Financial Services Commission sous le numéro d'immatriculation LP1126, ayant son siège social à Ogier House, The Esplanade, St Helier, Jersey JE4 9WG, Channel Islands, agissant par l'intermédiaire de son managing general partner Index Venture Associates V Limited, ici représenté par Madame Sofia AFONSO-DA CHAO CONDE, employée privée, demeurant professionnelle à Esch/Alzette, en vertu d'une procuration lui conférée sous seing privé.

Index Ventures V Parallel Entrepreneur Fund (Jersey), L.P., un limited partnership constitué et opérant sous le droit de Jersey, immatriculé auprès du Jersey Financial Services Commission sous le numéro d'immatriculation LP1125, ayant son siège social Ogier House, The Esplanade, St Helier, Jersey JE4 9WG, Channel Islands, agissant par l'intermédiaire de son managing general partner Index Venture Associates V Limited, ici représenté par Madame Sofia AFONSO-DA CHAO CONDE, employée privée, demeurant professionnelle à Esch/Alzette, en vertu d'une procuration lui conférée sous seing privé.

Yucca (Jersey) SLP, un separate limited partnership constitué et opérant sous le droit de Jersey, immatriculé auprès du Jersey Financial Services Commission sous le numéro d'immatriculation 13, ayant son siège social au 44 Esplanade, St Helier, Jersey JE4 9WG, ici représenté par Madame Sofia AFONSO-DA CHAO CONDE, employée privée, demeurant professionnelle à Esch/Alzette, en vertu d'une procuration lui conférée sous seing privé.

Index Ventures VI (Jersey), L.P., un limited partnership constitué et opérant sous le droit de Jersey, immatriculé auprès du Jersey Financial Services Commission sous le numéro d'immatriculation LP1439, ayant son siège social à No 1 Seaton Place, St Helier, Jersey JE4 8YJ, Channels Islands, agissant par l'intermédiaire de son managing general partner Index Venture Associates VI Limited, ici représenté par Madame Sofia AFONSODA CHAO CONDE, employée privée, demeurant professionnelle à Esch/Alzette, en vertu d'une procuration lui conférée sous seing privé.

Index Ventures VI Parallel Entrepreneur Fund (Jersey), L.P., un limited partnership constitué et opérant sous le droit de Jersey, immatriculé auprès du Jersey Financial Services Commission sous le numéro d'immatriculation LP1438, ayant son siège social à No 1 Seaton Place, St Helier, Jersey JE4 8YJ, Channels Islands, agissant par l'intermédiaire de son managing general partner Index Venture Associates VI Limited, ici représenté par Madame Sofia AFONSO-DA CHAO CONDE, employée privée, demeurant professionnelle à Esch/Alzette, en vertu d'une procuration lui conférée sous seing privé.

Index Ventures IV (Jersey), L.P., un limited partnership, constitué et opérant sous le droit de Jersey, immatriculé auprès du Jersey Financial Services Commission sous le numéro d'immatriculation LP866, ayant son siège social Ogier House, The Esplanade, St Helier, Jersey JE4 9WG, Channel Islands, agissant par l'intermédiaire de son managing general partner Index Venture Associates IV Limited, ici représenté par Madame Sofia AFONSO-DA CHAO CONDE, employée privée, demeurant professionnelle à Esch/Alzette, en vertu d'une procuration lui conférée sous seing privé.

Index Ventures IV Parallel Entrepreneur Fund (Jersey), L.P., un limited partnership, constitué et opérant sous le droit de Jersey, immatriculé auprès du Jersey Financial Services Commission sous le numéro d'immatriculation LP865, ayant son siège social Ogier House, The Esplanade, St Helier, Jersey JE4 9WG, Channel Islands, agissant par l'intermédiaire de son managing general partner Index Venture Associates IV Limited, ici représenté par Madame Sofia AFONSO-DA CHAO CONDE, employée privée, demeurant professionnelle à Esch/Alzette, en vertu d'une procuration lui conférée sous seing privé.

Ces procurations signées “ne varietur” par le mandataire des comparants prénommés et le notaire soussigné, demeureront annexées au présent acte pour être enregistrées avec celui-ci.

Les comparants prénommés, représentés comme établit ci avant, ont requis le notaire instrumentant d'acter ce qui suit:

I. Ils sont les actuels associés de Hexavest S.à r.l. ayant son siège social au 1, boulevard de la Foire, L-1528 Luxembourg, immatriculée au Registre de Commerce et des Sociétés de et à Luxembourg sous le numéro d'immatriculation B 164 805 (la «Société»), constituée suivant acte de Maître Paul BETTINGEN, notaire résidant à Niederanven, en date du 17 novembre 2011, publié au Mémorial C, Recueil des Sociétés et Associations numéro 3200 du 29 décembre 2011. Les statuts ont été modifiés pour la dernière fois par un acte notarié de Maître Francis KESSELER daté du 1 décembre 2014, publié au Mémorial C, Recueil des Sociétés et Associations le 10 mars 2015 sous le numéro 655.

II. Le capital social de la Société est fixé à huit millions huit cent trente-sept mille soixante-dix Euros et quatre-vingt-treize centimes (EUR 8.837.070,93) représenté par huit millions cinq cent mille (8.500.000) parts sociales de classe A, par quarante-sept millions trois cent quatre-vingt-un mille cinq cent soixante-dix mille (47.381.566) parts sociales de classe B, par soixante-neuf millions trois cent cinquante-quatre mille quatre cent vingt-quatre (69.354.424) parts sociales de classe C, par soixante-quatorze millions (74.000.000) parts sociales de classe E, par deux cent vingt huit millions huit cent cinquante-neuf mille trente-sept (228.859.037) parts sociales de classe F, par quatre cent onze millions six cent douze mille soixante-cinq (411.612.065) parts sociales de classe G, et par trente-sept millions (37.000.000) parts sociales de classe H et par sept millions (7.000.000) parts sociales de classe I, ayant une valeur nominale d'un centime d'Euro (EUR 0,01) chacune, entièrement souscrites et libérées.

III. Les parts sociales de classe A, de classe B, de classe C, de classe E, de classe F, de classe G, de classe H et de classe I sont réparties entre les associés comme suit:

1. 8.326.303 parts sociales de classe A pour Index Ventures V (Jersey), L.P.;
2. 67.447 parts sociales de classe A pour Index Ventures V Parallel Entrepreneur Fund (Jersey), L.P.;
3. 106.250 parts sociales de classe A pour Yucca (Jersey) SLP;
4. 592.269 parts sociales de classe B pour Yucca (Jersey) SLP;
5. 46.146.848 parts sociales de classe B pour Index Ventures VI (Jersey), L.P.;
6. 642.448 parts sociales de classe B pour Index Ventures VI Parallel Entrepreneur Fund (Jersey), L.P.;
7. 67.135.082 parts sociales de classe C pour Index Ventures VI (Jersey), L.P.;
8. 1.352.411 parts sociales de classe C pour Index Ventures VI Parallel Entrepreneur Fund (Jersey), L.P.;
9. 866.931 parts sociales de classe C pour Yucca (Jersey) SLP;
10. 71.632.000 parts sociales de classe E pour Index Ventures VI (Jersey), L.P.;
11. 1.443.000 parts sociales de classe E pour Index Ventures VI Parallel Entrepreneur Fund (Jersey), L.P.;
12. 925.000 parts sociales de classe E pour Yucca (Jersey) SLP;
13. 221.526.734 parts sociales de classe F pour Index Ventures VI (Jersey), L.P.;
14. 4.471.565 parts sociales de classe F pour Index Ventures VI Parallel Entrepreneur Fund (Jersey), L.P.;
15. 2.860.738 parts sociales de classe F pour Yucca (Jersey) SLP;
16. 229.604.343 parts sociales de classe G pour Index Ventures VI (Jersey), L.P.;
17. 4.634.619 parts sociales de classe G pour Index Ventures VI Parallel Entrepreneur Fund (Jersey), L.P.;
18. 4.360.333 parts sociales de classe G pour Yucca (Jersey) SLP;
19. 158.014.022 parts sociales de classe G pour Index Ventures IV (Jersey), L.P.;
20. 14.998.748 parts sociales de classe G pour Index Ventures IV Parallel Entrepreneur Fund (Jersey), L.P.;
21. 35.816.000 parts sociales de classe de classe H pour Index Ventures VI (Jersey), L.P.;
22. 721.500 parts sociales de classe de classe H pour Index Ventures VI Parallel Entrepreneur Fund (Jersey), L.P.;
23. 462.500 parts sociales de classe de classe H pour Yucca (Jersey) SLP.;
24. 6.776.000 parts sociales de classe de classe I pour Index Ventures VI (Jersey), L.P.;
25. 136.500 parts sociales de classe de classe I pour Index Ventures VI Parallel Entrepreneur Fund (Jersey), L.P.;
26. 87.500 parts sociales de classe de classe I pour Yucca (Jersey) SLP.;

IV. Que la présente assemblée a pour ordre du jour:

Ordre du jour

1) Augmentation du capital social de la Société d'un montant de cent trente-et-un mille deux cent quarante-sept Euros soixante-douze centimes (EUR 131.247,72) afin de le porter de son montant actuel de huit millions huit cent trente-sept mille soixante-dix Euros and quatre-vingt treize centimes (EUR 8.837.070,93) à huit millions neuf cent soixante-huit mille trois cent dix-huit Euros et soixante-cinq centimes (EUR 8.968.318,65) par la création et l'émission de treize millions cent vingt quatre mille sept cent soixante-douze (13.124.772) nouvelles parts sociales de classe C d'une valeur nominale d'un centime d'Euro (EUR 0,01) chacune.

2) Souscription et libération des treize millions cent vingt quatre mille sept cent soixante-douze (13.124.772) nouvelles parts sociales de classe C comme suit:

(a) douze millions sept cent quatre mille sept cent quatre-vingt (12.704.780) nouvelles parts sociales de classe C par Index Ventures VI (Jersey), L.P. par l'apport en numéraire de cent vingt-sept mille quarante sept Euros et quatre-vingt centimes (EUR 127.047,80);

(b) deux cent cinquante-cinq mille neuf cent trente-trois (255.933) nouvelles parts sociales de classe C par Index Ventures VI Parallel Entrepreneur Fund (Jersey) L.P. par l'apport en numéraire de deux mille cinq cent cinquante-neuf Euros et trente-trois centimes (EUR 2.559,33);

(c) cent soixante-quatre mille soixante (164.060) nouvelles parts de classe C par Yucca (Jersey) SLP par l'apport en numéraire de mille six cent quarante Euros et soixante centimes (EUR 1.640,60);

3) Modification de la première phrase de l'Article 6 des statuts afin de refléter cette augmentation de capital social de la Société.

Ceci ayant été exposé, les associés prénommés de la Société, représentant l'intégralité du capital de la société, requièrent désormais le notaire instrumentaire de prendre acte des décisions suivantes:

Première résolution

Les associés de la Société décident à l'unanimité d'augmenter le capital social de la Société d'un montant de cent trente-et-un mille deux cent quarante-sept Euros soixante-douze centimes (EUR 131.247,72) afin de le porter de son montant actuel de huit millions huit cent trente-sept mille soixante-dix Euros and quatre-vingt-treize centimes (EUR 8.837.070,93) à huit millions neuf cent soixante-huit mille trois cent dix-huit Euros et soixante-cinq centimes (EUR 8.968.318,65) par la création et l'émission de treize millions cent vingt-quatre mille sept cent soixante-douze (13.124.772) nouvelles parts sociales de classe C d'une valeur nominale d'un centime d'Euro (EUR 0,01) chacune.

Souscription et libération

Toutes les treize millions cent vingt-quatre mille sept cent soixante-douze (13.124.772) nouvelles parts sociales de classe C sont souscrites par trois associés existants et par deux nouveaux associés comme suit:

(a) douze millions sept cent quatre mille sept cent quatre-vingt (12.704.780) nouvelles parts sociales de classe C par Index Ventures VI (Jersey), L.P. par l'apport en numéraire de cent vingt-sept mille quarante sept Euros et quatre-vingt centimes (EUR 127.047,80);

(b) deux cent cinquante-cinq mille neuf cent trente-trois (255.933) nouvelles parts sociales de classe C par Index Ventures VI Parallel Entrepreneur Fund (Jersey) L.P. par l'apport en numéraire de deux mille cinq cent cinquante-neuf Euros et trente-trois centimes (EUR 2.559,33);

(c) cent soixante-quatre mille soixante (164.060) nouvelles parts de classe C par Yucca (Jersey) SLP par l'apport en numéraire de mille six cent quarante Euros et soixante centimes (EUR 1.640,60);

les treize millions cent vingt-quatre mille sept cent soixante-douze (13.124.772) nouvelles parts sociales de classe C ont été entièrement libérées par apport en numéraire de la part des personnes susmentionnées à concurrence d'un montant total de cent trente-et-un mille deux cent quarante-sept Euros soixante-douze centimes (EUR 131.247,72), qui est à la disposition de la société.

Deuxième résolution

Suite à la résolution précédente et à la souscription des nouvelles parts sociales de classe C, la première phrase de l'Article 6 des statuts est modifiée et est à présent libellée comme suit:

« **Art. 6.** Le capital social émis est fixé à huit millions neuf cent soixante-huit mille trois cent dix-huit Euros et soixante-cinq centimes (EUR 8.968.318,65) représenté par huit millions cinq cent mille (8.500.000) parts sociales de classe A, quarante-sept millions trois cent quatre-vingt-un mille cinq cent soixante -six (47.381.566) parts sociales de classe B, par quatre vingt-deux millions quatre cent soixante-dix-neuf mille cent quatre-vingt seize (82.479.196) parts sociales de classe C, par soixante-quatorze millions (74.000.000) de parts sociales de classe E, par deux cent vingt-huit millions huit cent cinquante-neuf mille trente-sept (228.859.037) de parts sociales de classe F, par quatre cent onze millions six cent douze mille soixante -six (411.612.066) de parts sociales de classe G, par trente-sept millions (37.000.000) de parts sociales de classe H et par sept millions (7.000.000) de parts sociales de classe I, chacune ayant une valeur nominale d'un centime d'Euro (EUR 0,01), entièrement souscrites et libérées.»

Le notaire soussigné, qui parle et comprend l'anglais, déclare par la présente que sur demande du comparant, le présent document a été établi en langue anglaise suivi d'une version française. Sur demande du même comparant et en cas de divergences entre le texte anglais et français, le version anglaise 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 comparant, connu du notaire instrumentaire par nom, prénom, état et demeure, ledit comparant a signé ensemble avec le notaire le présent acte.

Signé: AFONSO-DA CHAO CONDE, MOUTRIER.

Enregistré à Esch/Alzette Actes Civils, le 27/03/2015. Relation: EAC/2015/7102. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): HALSDORF.

POUR EXPEDITION CONFORME, délivrée à des fins administratives.

Esch-sur-Alzette, le 03/04/2015.

Référence de publication: 2015051180/304.

(150059386) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 avril 2015.

Lux Renewinvest Sun, Société Anonyme.

Siège social: L-1417 Luxembourg, 5, Heienhaff.

R.C.S. Luxembourg B 161.407.

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Im Jahre zweitausend und fünfzehn, den zwanzigsten März.

Vor dem unterzeichnenden Notar Pierre PROBST, mit dem Amtssitz in Ettelbruck.

Versammelte sich die außerordentliche Generalversammlung der Aktionäre der Aktiengesellschaft..Lux Renewinvest Sun.., mit Sitz in Luxemburg, 4, rue Dicks, L-1417 Luxemburg

eingetragen im Handels- und Gesellschaftsregister Luxemburg Sektion B unter der Nummer 161407,

gegründet durch eine Urkunde aufgenommen durch Notar Pierre PROBST mit dem damaligen Amtssitz in Ettelbruck, am 20. Mai 2011, veröffentlicht im Mémorial C, Recueil des Sociétés et Associations, Nummer 1837 vom 11. August 2011.

Die Generalversammlung wurde eröffnet um 11:15 Uhr und fand statt unter dem Vorsitz von Frau Nadine CLOSTER.

Die Generalversammlung verzichtet einstimmig auf die Berufung eines Sekretärs und eines Stimmenzählers.

Der Präsident erklärte und bat sodann den amtierenden Notar zu beurkunden dass:

I. Die erschienenen oder vertretenen Aktionäre der Aktiengesellschaft sowie die Anzahl der von ihnen gehaltenen Aktien auf einer Anwesenheitsliste angeführt sind, welche nach Paraphierung durch den Präsidenten und den amtierenden Notar, gegenwärtiger Urkunde beigebogen bleibt, um mit ihr einregistriert zu werden.

II. Aus der Anwesenheitsliste geht hervor, dass die 31.000 bestehenden Aktien, welche das gesamte Gesellschaftskapital darstellen, in gegenwärtiger außerordentlicher Generalversammlung zugegen oder vertreten sind, und die Versammlung somit rechtsgültig über sämtliche Punkte der Tagesordnung entscheiden kann.

III. Die Tagesordnung gegenwärtiger Generalversammlung begreift nachfolgende Punkte:

1. Verlegung des Gesellschaftssitzes der Gesellschaft von 4, rue Dicks, L-1417 Luxemburg nach 5, Heienhaff, L-1736 Senningerberg;

2. Änderung des ersten Satzes des Artikels 4 der Satzung der Gesellschaft um die Verlegung des Gesellschaftssitzes nach Senningerberg widerzuspiegeln, sodass dieser wie folgt lautet:

«Der Sitz der Gesellschaft befindet sich innerhalb der Gemeinde Niederanven.»;

3. Verschiedenes.

Nachdem vorstehende Punkte seitens der Versammlung gutgeheißen wurden, werden folgende Beschlüsse einstimmig gefasst:

Erster Beschluss.

Die Generalversammlung beschließt den Sitz der Gesellschaft mit sofortiger Wirkung nach L-1736 Senningerberg, 5, Heienhaff, zu verlegen.

Zweiter Beschluss

Die Generalversammlung beschließt, im Zusammenhang mit dem ersten Beschluss, Artikel 4 Satz 1 der Satzung mit sofortiger Wirkung abzuändern, um ihm folgenden Wortlaut zu geben:

" **Art. 4.** Der Sitz der Gesellschaft befindet sich in Niederanven, Großherzogtum Luxemburg… ".

Erklärung der Unterzeichner

Die Gesellschafter erklären hiermit, dass sie die dinglich Begünstigten der Gesellschaft, die Gegenstand dieser Urkunde ist, im Sinne des Gesetzes vom 12. November 2004 in der abgeänderten Fassung sind, und bescheinigen, dass die Mittel / Güter / Rechte die das Kapital der Gesellschaft bilden nicht von irgendeiner Tätigkeit, die nach Artikel 506-1 des Strafgesetzbuches oder Artikel 8-1 des Gesetzes vom 19. Februar 1973 betreffend den Handel von Arzneimitteln und die Bekämpfung der Drogenabhängigkeit oder einer terroristische Handlung stammen im Sinne des Artikels 135-5 des Strafgesetzbuches (als Finanzierung des Terrorismus definiert).

Kosten.

Die Kosten, Gebühren und jedwede Auslagen die der Gesellschaft auf Grund gegenwärtiger Urkunde entstehen, werden geschätzt auf 750.-€.

Worüber Urkunde, Aufgenommen in Ettelbruck, Datum wie eingangs erwähnt.

Nach Vorlesung des Vorstehenden an den Anwesenden, dem Notar nach Namen, gebräuchlichen Vornamen sowie Stand und Wohnort bekannt, hat derselbe gegenwärtige Urkunde mit dem Notar unterschrieben.

Gezeichnet: Nadine CLOSTER, Pierre PROBST.

Enregistré à Diekirch Actes Civils, le 25 mars 2015. Relation: DAC/2015/4989. Reçu soixante-quinze euros 75,00.-€.

Le Receveur (signé): Tholl.

FUER GLEICHLAUTENDE AUSFERTIGUNG; Der Gesellschaft auf Begehr und zum Zwecke der Veröffentlichung im Memorial erteilt.

Ettelbrück, den 3. April 2015.

Référence de publication: 2015051264/58.

(150059433) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 avril 2015.

Eldek S.A., Société Anonyme.

Siège social: L-1212 Luxembourg, 3, rue des Bains.

R.C.S. Luxembourg B 160.814.

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Extrait du procès-verbal de l'assemblée générale extraordinaire des actionnaires tenue le 27 mars 2015

Il résulte du procès-verbal de l'assemblée générale extraordinaire tenue le 27 mars 2015:

Administrateur unique:

L'assemblée prend acte de la démission de Monsieur Jean LEMAIRE de son mandat d'administrateur unique de la Société, telle que notifiée à la Société par courrier daté du 11 février 2015, et l'accepte.

Afin de pourvoir à la vacance du poste d'administrateur unique, l'assemblée décide de nommer en tant que nouvel administrateur unique de la Société, en remplacement de l'administrateur unique démissionnaire:

Monsieur Daniel BOONE, né à Lille (France), le 28 janvier 1965, demeurant professionnellement au 66, Boulevard Napoléon 1 er , L-2210 Luxembourg; lequel terminera le mandat de son prédécesseur, venant à échéance à l'assemblée approuvant les comptes annuels au 31.12.2014.

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

Luxembourg, le 2 avril 2015.

Pour la Société

Référence de publication: 2015051093/20.

(150058867) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 avril 2015.

Colt Group S.A, Société Anonyme.

Siège social: L-1246 Luxembourg, 2A, rue Albert Borschette.

R.C.S. Luxembourg B 115.679.

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Les statuts coordonnés suivant l'acte n° 407 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: 2015051036/9.

(150058972) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 avril 2015.

FEC Lux S.à r.l., Société à responsabilité limitée.

Capital social: USD 20.000,00.

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

R.C.S. Luxembourg B 173.487.

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Il résulte des résolutions circulaires du conseil de gérants de la Société prises en date du 30 mars 2015 que:

(i) le siège social de la Société est transféré du 2-8, avenue Charles de Gaulle L-1653 Luxembourg au 20, rue de la Poste, L-2346 Luxembourg, avec effet au 1 er avril 2015;

(ii) l'adresse professionnelle de Monsieur Peter Diehl, gérante de catégorie B de la Société, est transférée du 2-8, avenue Charles de Gaulle L-1653 Luxembourg au 20, rue de la Poste, L-2346 Luxembourg, avec effet au 1 er avril 2015, et

(iii) l'adresse professionnelle de Monsieur Damien Nussbaum, gérante de catégorie B de la Société, est transférée du 2-8, avenue Charles de Gaulle L-1653 Luxembourg au 20, rue de la Poste, L-2346 Luxembourg, avec effet au 1 er avril 2015.

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

Luxembourg, le 3 avril 2015.

FEC Lux S.à r.l.

Référence de publication: 2015051125/20.

(150059379) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 avril 2015.

FairCar24 ApS Luxembourg, Succursale d'une société de droit étranger.

Adresse de la succursale: L-5414 Canach, 50, rue de la Fontaine.

R.C.S. Luxembourg B 195.898.

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ERÖFFNUNG EINER NIEDERLASSUNG

Beschluss des Gesellschafters

Name:	Wohnhaft:	Prozent des Stammkapitals
Jens Peter Andersen	50, rue de la Fontaine, L-5414 Canach	100

der

FairCar24 Anpartsselskab (ApS), Atlasvej 39, DK-7100 Vejle, eingetragen im Handelsregister

"Erhversstyrelsen" unter "CVR"-Nummer: 36 48 71 86. Tätigkeit der Firma ist Import und Export von Autos, verkauf, Reparation von Autos und Leasing von Autos.

Geschäftsführer für die Firma ist: Jens Peter Andersen, 50, rue de la Fontaine, L-5414 Canach.

Unter Verzicht auf die Beachtung aller nach Gesetz, Gesellschaftsvertrag oder sonstiger Vereinbarungen unter Gesellschaftern erforderlichen Form- und Fristbestimmungen der Einberufung und Abhaltung halte ich eine außerordentliche Gesellschafterversammlung ab und beschließe:

1. Eine Zwergstelle von FairCar24 Anpartsselskab (ApS) in Luxembourg aufzumachen für Import/Export, ankauf/verkauf von Autos.

2. Name der Niederlassung wird „FairCar24 ApS Luxembourg“

3. Der Niederlassung bekommt Wohnsitz auf der Adresse des Besitzers: 50, rue de la Fontaine, L-5414 Canach.

4. Als Geschäftsführer wird Jens Peter Andersen wohnhaft 50, rue de la Fontaine, L-5414 Canach bestellt. Jens Peter Andersen ist alleine Zeichnungsberechtigt.

5. Der Gesellschafter verzichtet unwiderruflich und vollumfänglich auf die Anfechtung etwaiger Mängel des Beschlusses sowie auf die Erhebung der Nichtigkeitsklage. Der Verzicht umfasst insbesondere die Einlegung von Rechtsmitteln wegen Anfechtung und Feststellung.

6. Weitere Beschlüsse werden nicht gefasst.

Canach, 26/03/2015.

Jens Peter Andersen

Gesellschafter/Geschäftsführer

Référence de publication: 2015051740/32.

(150059609) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 avril 2015.

EXTRABOLD International, Société à responsabilité limitée.

Siège social: L-1930 Luxembourg, 24, avenue de la Liberté.

R.C.S. Luxembourg B 129.365.

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Les comptes annuels au 31.12.2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 29 décembre 2013.

Référence de publication: 2015051739/10.

(150060113) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 avril 2015.

Fiduciaire comptable Becker, Gales & Brunetti S.A., Société Anonyme.

Siège social: L-2222 Luxembourg, 296, rue de Neudorf.

R.C.S. Luxembourg B 128.179.

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Les comptes annuels de l'exercice clôturé au 31.12.2014 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: 2015051742/10.

(150059968) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 avril 2015.

Editeur: Service Central de Législation, 43, boulevard F.-D. Roosevelt, L-2450 Luxembourg
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