MEMORIAL
Journal Officiel
du Grand-Duché de
Luxembourg

MEMORIAL
Amtsblatt
des Großherzogtums
Luxemburg

RECUEIL DES SOCIETES ET ASSOCIATIONS

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

C — N° 1257 28 avril 2016

SOMMAIRE

Kulczyk Investments S.A., Société Anonyme.

Capital social: EUR 3.845.459,00.

Siège social: L-2163 Luxembourg, 35, avenue Monterey.

R.C.S. Luxembourg B 126.198.

—

EXTRAIT

En date du 17 février 2016, les associés de la Société ont pris la résolution suivante avec effet au 15 février 2016: le siège social de la Société est transféré du 15, rue Edward Steichen L-2540 Luxembourg au 35, avenue Monterey L-2163 Luxembourg.

Pour extrait conforme.

Luxembourg, le 19 février 2016.

Référence de publication: 2016068784/14.

(160031992) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

Kabuki S.A., Société Anonyme.

Siège social: L-2213 Luxembourg, 1, rue de Nassau.

R.C.S. Luxembourg B 80.896.

—

La soussignée Monique Brunetti-Guillen, demeurant professionnellement à L-2222 Luxembourg, 296, rue de Neudorf, vous informe par la présente de sa démission en tant qu'administrateur de la société anonyme Kabuki S.A., 1, rue de Nassau, L-2213 Luxembourg, inscrite sous le no. RCS Luxembourg B80896, avec effet à ce jour.

Luxembourg, le 19 février 2016. Monique Brunetti-Guillen.

Référence de publication: 2016068785/11.

(160032019) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

KanAm Grund Emporium S.à r.l., Société à responsabilité limitée.

Capital social: EUR 126.012.395,00.

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

R.C.S. Luxembourg B 181.687.

—

EXTRAIT

Il résulte de résolutions écrites prises par l'associé unique de la Société le 12 février 2016 que M. Frank REICHERT a été révoqué de son poste de gérant de la Société avec effet immédiat.

Par conséquent, le conseil de gérance de la Société sera composé au 12 février 2016 par les gérants suivants:

- M. Siegmund SCHNADT-GROLLMISCH, gérant;
- M. Denis KLEUTERS, gérant;
- Mme. Susanne JAKOB, gérant;
- M. Hans-Joachim KLEINERT, gérant; et
- M. Olivier CATUSSE, gérant

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

Fait à Luxembourg, le 18 février 2016. Signature.

Référence de publication: 2016068776/19.

(160031874) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

L.C.M.A., Société Anonyme.

Siège social: L-4384 Ehlerange, Z.I. Zare Ouest.

R.C.S. Luxembourg B 171.050.

—

Par la présente, je soussigné M. Nikolay KORNILOV a l'honneur de vous informer que je me démets de mes fonctions d'administrateur au sien de votre société avec effet immédiat.

Vienne, le 16 janvier 2016. M. Nikolay KORNILOV.

Référence de publication: 2016068795/10.

(160031651) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

PRO-Consulting, Société à responsabilité limitée.

Siège social: L-3327 Crauthern, 10, Z.I. Am Bruch.

R.C.S. Luxembourg B 180.507.

—

Les statuts coordonnés suivant l'acte n° 2242 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: 2016068933/9.

(160031863) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

Ress Capital Fund Management S.A., Société Anonyme.

Siège social: L-2324 Luxembourg, 7, avenue J.-P. Pescatore.

R.C.S. Luxembourg B 150.684.

—

En date du 23 Avril 2015, l'Assemblée Générale Ordinaire a décidé:

- d'accepter la démission de Deloitte Audit Sàrl en tant que Réviseur d'entreprises agréé;

- d'élire KPMG Luxembourg, Société coopérative, 39, Avenue John. F. Kennedy, L-1885 Luxembourg, en tant que Réviseur d'Entreprises Agréé jusqu'à la prochaine Assemblée Générale Annuelle en 2015.

En date du 15 juillet 2015, l'Assemblée Générale Ordinaire a décidé:

- de réélire Messieurs Mikael Holmberg, Claes-Johan Geijer et Claus Jörgensen en tant qu'administrateurs jusqu'à la prochaine assemblée générale annuelle en 2016.

En date du 30 septembre 2015, l'Assemblée Générale Annuelle a décidé:

- de réélire KPMG Luxembourg, Société coopérative, 39, Avenue John. F. Kennedy, L-1885 Luxembourg, en tant que Réviseur d'entreprises agréé jusqu'à la prochaine Assemblée Générale Annuelle en 2016.

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

Luxembourg, le 17.02.2016.

Pour Ress Capital Fund Management S.A.

Signature

Référence de publication: 2016068945/21.

(160031543) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

Radix Consulting SA, Société Anonyme.

Siège social: L-7240 Bereldange, 26, route de Luxembourg.

R.C.S. Luxembourg B 164.660.

—

Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2016068949/9.

(160031325) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

Lighthouse Holdings Limited S.A., Société Anonyme.

Siège social: L-2557 Luxembourg, 7A, rue Robert Stümper.

R.C.S. Luxembourg B 84.593.

—

En date du 10 décembre 2015 et avec effet immédiat, Yovav Carmi, avec adresse au Ut 78, Csatarka, 1025 Budapest, Hongrie, a démissionné de son mandat d'administrateur B de la société Lighthouse Holdings Limited S.A., avec siège social au 7A, rue Robert Stümper, L-2557 Luxembourg, immatriculée au Registre de Commerce et des Sociétés sous le numéro B84593.

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

Luxembourg, le 19 février 2016.

Alter Domus Luxembourg S.à r.l.

Mandaté par le démissionnaire

Référence de publication: 2016068800/15.

(160031876) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

LaSalle REDS (D-2013), Société à responsabilité limitée.

Siège social: L-1931 Luxembourg, 41, avenue de la Liberté.

R.C.S. Luxembourg B 182.210.

—

Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 19 février 2016.

Référence de publication: 2016068798/10.

(160031732) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

LaSalle REDS Holding (C-2013), Société à responsabilité limitée.

Siège social: L-1931 Luxembourg, 41, avenue de la Liberté.

R.C.S. Luxembourg B 182.144.

—

Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 19 février 2016.

Référence de publication: 2016068799/10.

(160031723) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

Lux European Holdings Subsidiary S.à r.l., Société à responsabilité limitée.

Capital social: EUR 337.500,00.

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

R.C.S. Luxembourg B 135.613.

—

A la suite de la clôture de la liquidation de Lux European Holdings S.à r.l., associé Unique de la Société, la participation dans la Société est la suivante à compter du 30 novembre 2015:

- PIP2 PX (SESW) Ltd, une société constituée selon les lois de la Province d'Alberta, Canada, dont le siège social est établi au 1100-10830 Jasper Avenue, Edmonton, Alberta, T5J2B3, Canada, immatriculée au Registrar of Corporations sous le numéro 2012390643, détient 4.047 parts sociales de classe A; et

- PIP2 GV (SESW) Ltd., une société constituée selon les lois de la Province d'Alberta, Canada, dont le siège social est établi au 1100-10830 Jasper Avenue, Edmonton, Alberta, T5J2B3, Canada, immatriculée au Registrar of Corporations sous le numéro 20122391070 détient 9.453 parts sociales de classe B.

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

Pour Lux European Holdings Subsidiary S.à r.l.
Un mandataire

Référence de publication: 2016068802/19.

(160031974) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

Martel S.A., Société Anonyme.

Siège social: L-2134 Luxembourg, 62, rue Charles Martel.

R.C.S. Luxembourg B 32.781.

—

Auszug aus dem Protokoll der ausserordentlichen Generalversammlung vom 04. 02.2016

TOP 2: Neubesetzung des vakanten Postens

Herr Erhorn schlägt Herrn Klaus Schönwälder, geboren am 22. September 1966 in Detmold (Deutschland), wohnhaft Gustav Moog Strasse 8; D-66121 Saarbrücken als Verwaltungsratsmitglied vor. Die Gesellschafter ernennen Herrn Klaus Schönwälder zum Verwaltungsrat der Martel S.A. Sein Mandat endet zur ordentlichen Generalversammlung 2017.

Luxemburg, den 18 Februar 2016.
Stefan GEIER
Beauftragter der täglichen Geschäftsführung

Référence de publication: 2016068853/15.

(160031323) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

MC Luxembourg S.A., Société Anonyme.

Siège social: L-1273 Luxembourg, 2, rue de Bitbourg.

R.C.S. Luxembourg B 150.822.

—

Procès-verbal de l'assemblée générale ordinaire tenue au siège de la société extraordinairement en date du 22 juillet 2015 à 14.00 heures

L'assemblée générale renouvelle jusqu'à l'issue de l'assemblée générale ordinaire de l'an 2021 les mandats des administrateurs suivants:

Erny LAMBORELLE, né à Wiltz (L) le 31.12.1949, demeurant à L - 9760 Lellingen, 8, Op der Tom

André LEUSCHEN, né à Luxembourg (L) le 27.10.1943, demeurant à L - 9273 Diekirch, 12, Op der Schleed

Frank LEUSCHEN, né à Luxembourg (L) le 10.05.1965, demeurant à L - 9273 Diekirch, 12, Op der Schleed

Le mandat du commissaire aux comptes la société FIRELUX S.A., inscrite auprès du Registre de Commerce et des Sociétés Luxembourg sous le numéro B 84 589, avec siège à L - 9053 Ettelbruck, 45, Avenue J.F. Kennedy est également reconduit jusqu'à l'issue de l'assemblée générale ordinaire de l'an 2021.

Pour extrait sincère et conforme

Un administrateur

Référence de publication: 2016068857/19.

(160031958) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

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

Capital social: EUR 12.501,00.

Siège social: L-1950 Luxembourg, 14, rue Auguste Lumière.

R.C.S. Luxembourg B 186.209.

—

M. Matthew James, un des gérants de la société, a désormais pour adresse professionnelle le 9 th Floor, One Minster Court, Mincing Ln, Londres EC3R 7AA, Royaume-Uni.

Dune Lux S.à.r.l, associé de la société, a désormais pour siège social le 14, rue Auguste Lumière, L-1950 Luxembourg.

C One Lux S.à.r.l, associé de la société, a désormais pour siège social le 14, rue Auguste Lumière, L-1950 Luxembourg.

M. Maurizio Bianco, associé de la société, a désormais pour adresse le 20, Via Collina d'Oro, 6926 Montagnola, Suisse.

M. Matthew James, associé de la société, a désormais pour adresse le 9 th Floor, One Minster Court, Mincing Ln, Londres EC3R 7AA, Royaume-Uni.

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

Le 18 février 2016.

Référence de publication: 2016068858/17.

(160031822) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

MTM Investments, Société Anonyme.

Siège social: L-4123 Esch-sur-Alzette, 23, rue du Fossé.

R.C.S. Luxembourg B 134.020.

—

Extrait du procès-verbal de l'assemblée générale extraordinaire du 18 janvier 2016

Résolution n°1

Sur proposition du Conseil d'Administration, l'Assemblée Général Extraordinaire décide la révocation des fonctions d'administrateur et d'administrateur-délégué de Monsieur Elvis ZAHITOVIC.

Résolution n°2

Sur proposition du Conseil d'Administration, l'Assemblée Générale Extraordinaire décide la révocation des fonctions d'administrateur de Monsieur Izet ZAHITOVIC.

Esch-sur-Alzette, le 18 janvier 2016.

Pour extrait sincère et conforme à l'original

Fiduciaire C.G.S.

Signature

Référence de publication: 2016068867/18.

(160032017) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

Montinvest International S.A., Société Anonyme.

Siège social: L-1628 Luxembourg, 7A, rue des Glacis.

R.C.S. Luxembourg B 79.761.

—

Extrait du procès-verbal de la réunion du conseil d'administration du 16 février 2016

Après discussion, plus personne ne demandant la parole, les administrateurs de la Société ont à l'unanimité décidé:

I

De nommer Madame Géraldine SANTI (demeurant professionnellement L-1628 Luxembourg, 7a rue des Glacis, née le 12 mai 1971 à Longwy France), administrateur, en remplacement de Monsieur Patrick WEINACHT démissionnaire, administrateur pour la durée restant à courir du mandat de cette dernière, à savoir l'assemblée générale annuelle de 2019.

Pour la société
Signature
Un mandataire

Référence de publication: 2016068865/16.

(160031725) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

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

Capital social: EUR 1.248.000,00.

Siège social: L-1420 Luxembourg, 263, avenue Gaston Diderich.

R.C.S. Luxembourg B 143.434.

—

Les statuts coordonnés ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 18 février 2016.

Référence de publication: 2016068869/10.

(160031811) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

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

Capital social: EUR 418.003,00.

Siège social: L-1325 Luxembourg, 5, rue de la Chapelle.

R.C.S. Luxembourg B 141.536.

—

EXTRAIT

Il est à noter que le siège social de la société NextWeb Holdings S.à r.l. a été transféré à L-1325 Luxembourg, 5, rue de la Chapelle (Grand-Duché de Luxembourg) avec effet au 15 janvier 2016.

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

Référence de publication: 2016068873/12.

(160032003) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

Patron ES Investments S.à r.l., Société à responsabilité limitée.

Capital social: GBP 20.000,00.

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

R.C.S. Luxembourg B 140.635.

—

Il résulte d'un contrat de cession de parts sociales signé en date du 18 février 2016 que Cycas Hotel Partners B.V., Besloten Vennootschap, ayant son siège social au 370 Sarphatistraat, B15, 1018 Amsterdam, Pays-Bas, enregistrée au Kamer van Koophandel sous le numéro 61380253., a cédé les 4000 parts sociales de classe B qu'elle détenait dans la Société à Patron ES S.à r.l., une société à responsabilité limitée de droit luxembourgeois, ayant son siège social au 6, avenue Pasteur, L-2310 Luxembourg, enregistrée au registre de commerce Luxembourg sous le numéro B169591.

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

Pour extrait
La Société

Référence de publication: 2016068914/16.

(160031882) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

ParisInvest III S.A., Société Anonyme.

Siège social: L-5826 Hesperange, 33, rue de Gasperich.

R.C.S. Luxembourg B 139.493.

—

Par la présente, je vous remets ma démission en tant qu'administrateur de votre société avec effet au 24 décembre 2015.

Le 17 décembre 2015. Pierre DEMAEREL.

Référence de publication: 2016068913/9.

(160031397) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

Private Finance Capital Market & Equities S.A., Société Anonyme.

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

R.C.S. Luxembourg B 70.840.

—

Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 18 février 2016.

Pour copie conforme

Pour la société

Maître Carlo WERSANDT

Notaire

Référence de publication: 2016068916/14.

(160031670) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

Pfizer Holdings North America Sàrl, Société à responsabilité limitée.

Siège social: L-1855 Luxembourg, 51, avenue J.F. Kennedy.

R.C.S. Luxembourg B 164.649.

—

Extrait rectificatif L-160023074

Il convient de modifier le pouvoir de signature de Monsieur Christophe Plantegenet en tant que Délégué la gestion journalière de la Société comme suit;

«En plus de la gestion journalière des affaires de la société, le Délégué à la gestion journalière sera aussi en charge de la gestion journalière pour toute question relative aux ressources humaines, sans limitations de montant, et pouvoir de signature individuelle pour engager des dépenses ou emprunts jusqu'à un montant de USD 50,000 pour les besoins de la société.»

Et non

«En plus de la gestion journalière des affaires de la société, le Délégué à la gestion journalière gestion journalière sera aussi en charge de la gestion journalière pour toute question relative aux ressources humaines, sans limitations de montant, et pouvoir de signature individuelle pour engager des dépenses ou emprunts jusqu'à un montant de USD 50,000 pour les besoins de la société.»

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

Luxembourg, le 18 février 2016.

Référence de publication: 2016068924/21.

(160031487) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

Luxvalor Management S.A., Société Anonyme.

Siège social: L-1820 Luxembourg, 10, rue Antoine Jans.

R.C.S. Luxembourg B 142.369.

—

Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 19 février 2016.

Référence de publication: 2016068826/10.

(160031649) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

Médiateam SA, Société Anonyme.

Siège social: L-1611 Luxembourg, 41, avenue de la Gare.

R.C.S. Luxembourg B 40.571.

—

Extrait des résolutions prises lors de l'Assemblée Générale Ordinaire du 26 juin 2014

Après avoir délibéré, l'Assemblée prend à l'unanimité des voix des actionnaires présents la résolution suivante:

1. L'Assemblée prend acte de la démission de Monsieur Richard GAUTHROT de son mandat de commissaire aux comptes à compter de ce jour.

Pour Extrait conforme

Un mandataire

Référence de publication: 2016068827/13.

(160031461) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

Mercer Global Real Estate Select, Société Anonyme sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

Siège social: L-1413 Luxembourg, 2, place Dargent.

R.C.S. Luxembourg B 182.885.

—

Auszug aus dem Protokoll der ordentlichen Hauptversammlung vom 29. Juni 2015

Am 29. Juni 2015 um 16.00 Uhr kamen am Gesellschaftssitz die Aktionäre obiger Gesellschaft zusammen.

Nach Feststellung der Rechtsgültigkeit, werden folgende Beschlüsse einstimmig gefasst:

Die Verwaltungsratsmandate der Mitglieder Herrn Jens Höllermann sowie Frau Dr. Anja-Isabel Bohnen werden für ein weiteres Jahr verlängert und enden mit der im Jahr 2016 stattfindenden ordentlichen Hauptversammlung der Aktionäre.

Herr Christoph Bigger, wohnhaft in Gartenstraße 12, CH-8304 Wallisellen, wird anstelle von Herrn Sascha Zeitz, zum Mitglied des Verwaltungsrates ernannt bis zur im Jahre 2016 stattfindenden ordentlichen Hauptversammlung der Aktionäre.

Das Mandat des Wirtschaftsprüfers PricewaterhouseCoopers wird um ein Jahr und damit bis zum Ablauf der im Jahr 2016 stattfindenden ordentlichen Hauptversammlung der Aktionäre verlängert.

Luxemburg, den 19.02.2016.

Global Real Estate Select, S.A.

Référence de publication: 2016068839/18.

(160032008) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

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

Capital social: EUR 12.500,00.

Siège social: L-1950 Luxembourg, 14, rue Auguste Lumière.

R.C.S. Luxembourg B 186.331.

—

M. Matthew James, un des gérants de la société, a désormais pour adresse professionnelle le 9 th Floor, One Minster Court, Mincing Ln, Londres EC3R 7AA, Royaume-Uni.

M Club S.C.A., associé de la société, a désormais pour siège social le 14, rue Auguste Lumière, L-1950 Luxembourg.

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

Le 18 février 2016.

Référence de publication: 2016068843/13.

(160031820) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

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

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

R.C.S. Luxembourg B 173.332.

—

Les comptes annuels au 31 décembre 2015 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.

SteLux S.à r.l.

Référence de publication: 2016081077/10.

(160047281) Déposé au registre de commerce et des sociétés de Luxembourg, le 17 mars 2016.

Top 3000 S.A., Société Anonyme.

Siège social: L-3378 Livange, 24, rue Geespelt.

R.C.S. Luxembourg B 48.111.

—

Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 18 février 2016.

Pour copie conforme

Pour la société

Maître Carlo WERSANDT

Notaire

Référence de publication: 2016069022/14.

(160031835) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

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

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

R.C.S. Luxembourg B 151.669.

—

Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 19 février 2016.

Référence de publication: 2016069024/10.

(160031672) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

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

Siège social: L-2453 Luxembourg, 5, rue Eugène Ruppert.

R.C.S. Luxembourg B 191.569.

—

Les statuts coordonnés au 09/02/2016 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 19/02/2016.

Me Cosita Delvaux

Notaire

Référence de publication: 2016069029/12.

(160031981) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

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

Siège social: L-6868 Wecker, 38, Haerebierg.

R.C.S. Luxembourg B 75.133.

—

Le bilan au 31/12/2015 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2016081002/9.

(160047165) Déposé au registre de commerce et des sociétés de Luxembourg, le 17 mars 2016.

Pure Agency S.A., Société Anonyme.

Siège social: L-3313 Bergem, 76, Grand Rue.

R.C.S. Luxembourg B 166.252.

—

Les comptes annuels au 31 décembre 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: 2016081016/9.

(160047170) Déposé au registre de commerce et des sociétés de Luxembourg, le 17 mars 2016.

Goodman Blush Logistics (Lux) S.à r.l., Société à responsabilité limitée.

Siège social: L-1160 Luxembourg, 28, boulevard d'Avranches.

R.C.S. Luxembourg B 190.645.

—

In the year two thousand and sixteen, on the third day of the month of February;

Before the undersigned notary Carlo WERSANDT, residing in Luxembourg (Grand Duchy of Luxembourg);

THERE APPEARED:

1) The private limited liability company incorporated and existing under the laws of the Grand Duchy of Luxembourg "GELF Investments (Lux) S.à r.l.", with registered office in L-1160 Luxembourg, 28, boulevard d'Avranches, registered with the Luxembourg Trade and Companies Register, section B, under the number 117053; and

2) The private limited liability company incorporated and existing under the laws of the Grand Duchy of Luxembourg "Goodman Meadow Logistics (Lux) S.à r.l.", with registered office in L-1160 Luxembourg, 28, boulevard d'Avranches, registered with the Luxembourg Trade and Companies Register, section B, under the number 176972.

Both are here represented by Mrs. Christina MOURADIAN, employee, residing professionally in L-1160 Luxembourg, 28, boulevard d'Avranches, (the "Proxyholder"), by virtue of two proxies given under private seal; such proxies, after having been signed "ne varietur" by the Proxy-holder and the officiating notary, will remain attached to the present deed in order to be recorded with it.

Such appearing parties, represented as mentioned above, have requested the undersigned notary to enact the following:

- The private limited liability company incorporated and existing under the laws of the Grand Duchy of Luxembourg "Goodman Blush Logistics (Lux) S.à r.l.", with registered office in L-1160 Luxembourg, 28, boulevard d'Avranches, registered with the Luxembourg Trade and Companies Registry, section B, under number 190645, (the "Company"), has been incorporated on September 22, 2014, pursuant to a deed of the officiating notary, published in the Mémorial C, Recueil des Sociétés et Associations, number 3271 of November 6, 2014,

and the articles of association (the "Articles") have not been amended since then;

- The appearing parties are the sole actual members of the Company (the "Members") and they have taken, through their Proxy-holder, the following resolutions:

First resolution

The Members decide to insert in article 7 of the Articles a restriction in the framework of transfer of shares and to subsequently amend the second paragraph of the said article as follows:

"In case of plurality of Shareholders, the share(s) held by each Shareholder cannot be transferred unless the requirements of article 190 of the Law (the "Share Transfer Approval") are complied with."

Second resolution

The Members decide to insert a new article 8 in the Articles and to give it the following wording:

" **Art. 8. Tag-Along and Drag-Along Rights.** The provisions of this Article 8 will apply in the event that, following the Share Transfer Approval provided for in Article 7, the Majority Shareholder (referred to as the "Selling Party" for the purpose of this Article 8) wishes to Transfer all or part of its Shares to a third party (the "Offered Shares").

In case of the implementation of the Tag-Along Right or the Drag-Along Right, each party transferring Shares shall bear its respective part of expenses and fees of counsel (including financial, legal and accounting advisors) relating to the Transfer of the Shares and incurred in relation to the Transfer.

8.1 Transfer Notice

In the event that following the Share Transfer Approval, the Selling Party wishes to Transfer all or part of its Shares to a third party (the "Purchaser"), the Selling Party shall send to the Minority Shareholder (referred to as the "Non-Selling Party" for the purpose of this Article 8) a notice (the "Transfer Notice") setting out:

(a) the detailed identity of the Purchaser;

(b) the main terms and conditions of the proposed Transfer, including the price, terms of payment, representations, warranties and indemnities; and

(c) as the case may be and if applicable, the Selling Party's intention to exercise its Drag-Along Right.

8.2 Tag-Along Right

The Non-Selling Party shall have the right to Transfer, along with the Selling Party, under the same terms and conditions (in particular with respect to the price, terms of payment, representations, warranties and indemnities) as offered by the Purchaser to the Selling Party, a maximum number of Shares representing the same proportion of the Shares held by the Non-Selling Party as the proportion that the Offered Shares bear to the total number of Shares held by the Selling Party (the "Tag-Along Right").

The Non-Selling Party may exercise its Tag-Along Right by way of a notice to the Selling Party within twenty (20) Business Days of receipt of the Transfer Notice (the "Tag-Along Notice"). The Tag-Along Notice will specify the number of Shares that the Non-Selling Party wishes to Transfer in the context of its Tag-Along Right.

If the Non-Selling Party fails to submit a Tag-Along Notice during the above mentioned period, it will be deemed to have declined to exercise its Tag-Along Right.

In the event the Non-Selling Party exercises its Tag-Along Right, the Selling Party may only Transfer the Shares referred to in the Transfer Notice to the Purchaser provided that a number of Shares as referred to in the Tag-Along Notice are acquired simultaneously by the Purchaser under the same terms and conditions.

8.3 Drag Along Right

If the Selling Party intends to Transfer all (and not part) of its Shares to the Purchaser, the Selling Party may require the Non-Selling Party, in the Transfer Notice, to Transfer to the Purchaser all (but not less than all) of the Shares held by the Non-Selling Party at the same price, on the same terms and conditions as, and simultaneously with the purchase of the Offered Shares (the "Drag-Along Right")."

Third resolution

The Members declare that as a result of inserting a new Article 8, the current Articles 8 to 17 will be renumbered into Articles 9 to 18.

Costs

The aggregate amount of the costs, expenditures, remunerations or expenses, in any form whatsoever, which the Company incurs or for which it is liable by reason of the present deed, is approximately one thousand two hundred Euros (EUR 1,200.-).

Statement

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

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

The deed having been read to the Proxy-holder of the appearing parties, acting as said before, known to the notary by name, first name, civil status and residence, the said Proxy-holder has signed with Us, the notary, the present original deed.

Es folgt die deutsche Fassung des vorstehenden Textes:

Im Jahr zweitausendsechszehn, am dritten Tag des Monats Februar;

Vor dem unterzeichneten Notar Carlo WERSANDT, mit Amtswohnsitz in Luxemburg (Großherzogtum Luxemburg);

SIND ERSCHIENEN:

1) Die nach den Gesetzen des Großherzogtums Luxemburg gegründete und bestehende Gesellschaft mit beschränkter Haftung „GELF Investments (Lux) S.à r.l.", mit Sitz in L-1160 Luxemburg, 28, Boulevard d'Avranches, eingetragen in Handelsund Firmenregister von Luxemburg, Sektion B, unter der Nummer 117053; und

2) Die nach den Gesetzen des Großherzogtums Luxemburg gegründete und bestehende Gesellschaft mit beschränkter Haftung „Goodman Meadow Logistics (Lux) S.à r.l.", mit Sitz in L-1160 Luxemburg, 28, Boulevard d'Avranches, eingetragen in Handels- und Firmenregister von Luxemburg, Sektion B, unter der Nummer 176972.

Beide sind hier vertreten durch Frau Christina MOURADIAN, Angestellte, beruflich wohnhaft in L-1160 Luxemburg, 28, Boulevard d'Avranches, (die „Bevollmächtigte"), auf Grund von zwei ihr erteilten Vollmachten unter Privatschrift; welche Vollmachten vor Bevollmächtigten und dem amtierenden Notar "ne varietur" unterschrieben, bleiben der gegenwärtigen Urkunde beigebogen, um mit derselben einregistriert zu werden.

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

- Die nach den Gesetzen des Großherzogtums Luxemburg gegründete und bestehende Gesellschaft mit beschränkter Haftung „Goodman Blush Logistics (Lux) S.à r.l.", mit Sitz in L-1160 Luxemburg, 28, Boulevard d'Avranches, eingetragen in Handels- und Firmenregister von Luxemburg, Sektion B, unter der Nummer 190645, (die "Gesellschaft"), ist gegründet worden gemäß Urkunde aufgenommen durch den amtierenden Notar am 22. September 2014, veröffentlicht im Mémorial C, Recueil des Sociétés et Associations, Nummer 3271 vom 6. November 2014,

und die Statuten (die „Statuten") sind seitdem nicht mehr abgeändert worden;

- Die erschienenen Parteien sind die derzeitigen alleinigen Gesellschafter der Gesellschaft (die „Gesellschafter") und sie haben durch ihren Bevollmächtigten, folgende Beschlüsse genommen:

Erster Beschluss

Die Gesellschafter beschließen in Artikel 7 der Statuten eine Einschränkung im Rahmen der Übertragung von Geschäftsanteilen einzufügen und dementsprechend den zweiten Absatz besagten Artikels abzuändern wie folgt:

„Im Falle mehrerer Gesellschafter, dürfen die von jedem einzelnen Gesellschafter gehaltenen Gesellschaftsanteile abgetreten werden nur wenn die Bedingungen von Artikel 190 des Gesetztes („Genehmigung für die Übertragung von Geschäftsanteilen“) erfüllt sind.“

Zweiter Beschluss

Die Gesellschafter beschließen einen neuen Artikel 8 in die Statuten einzuführen und ihm folgenden Wortlaut zu geben:

„ **Art. 8. Mitveräußerungsrechte und -pflichten.** Die in diesem Artikel 8 vorgesehenen Regelungen kommen zur Anwendung, wenn der Mehrheitsgesellschafter (für die Zwecke dieses Artikels 8 „veräußernder Vertragspartner“ genannt) nach der Genehmigung für die Übertragung von Geschäftsanteilen gemäß Artikel 7 alle oder einige seiner Geschäftsanteile auf einen Dritten übertragen möchte (die „angebotenen Geschäftsanteile“).

Im Falle der Wahrnehmung eines Mitveräußerungsrechts bzw. einer Mitveräußerungspflicht wird jeder Vertragspartner, der Geschäftsanteile überträgt, die Ausgaben und Honorare, die ihm in Zusammenhang mit der Übertragung der Geschäftsanteile für Berater (einschließlich Finanz-, Rechts und Wirtschaftsprüfungsberater) entstehen, selbst tragen.

8.1 Übertragungsmitteilung

Wenn der veräußernde Vertragspartner nach Ausstellung einer Genehmigung für die Übertragung von Geschäftsanteilen alle oder einige seiner Geschäftsanteile auf einen Dritten („Käufer“) übertragen möchte, wird er dem Minderheitsgesellschafter (für die Zwecke dieses Artikels 8 „nicht veräußernder Vertragspartner“ genannt) eine Mitteilung zukommen lassen, in der:

(a) nähere Angaben zur Identität des Käufers;

(b) die wichtigsten Bedingungen und Konditionen der vorgesehenen Übertragung, einschließlich Preis, Zahlungsmodalitäten, Zusicherungen, Gewährleistungen und Freistellungen; und

(c) gegebenenfalls die Absicht des veräußernden Vertragspartners auf Einforderung der Mitveräußerungspflichten;

aufgeführt sind.

8.2 Mitveräußerungsrecht

Der nicht veräußernde Vertragspartner hat das Recht, die höchstmögliche Anzahl seiner Geschäftsanteile, die zu den von ihm insgesamt gehaltenen Anteilen das gleiche Verhältnis aufweisen wie die angebotenen Geschäftsanteile zu der Gesamtanzahl der von dem veräußernden Vertragspartner gehalten Anteile, zusammen mit der von dem veräußernden Vertragspartner vorgenommenen Übertragung unter den gleichen Bedingungen und Konditionen (in Bezug auf Preis, Zahlungsmodalitäten, Zusicherungen, Gewährleistungen und Freistellungen) ebenfalls zu übertragen („Mitveräußerungsrecht“).

Der nicht veräußernde Vertragspartner kann sein Mitveräußerungsrecht anhand einer Nachricht an den veräußernden Vertragspartner innerhalb von zwanzig (20) Geschäftstagen nach Erhalt der Übertragungsmitteilung wahrnehmen (die „Mitveräußerungsnachricht“). In dieser Mitveräußerungsnachricht ist die Anzahl der Geschäftsanteile zu benennen, die der nicht veräußernde Vertragspartner bei der Wahrnehmung seines Mitveräußerungsrechts übertragen möchte.

Legt der nicht veräußernde Vertragspartner innerhalb der vorerwähnten Frist keine Mitveräußerungsnachricht vor, gilt, dass er sein Mitveräußerungsrecht nicht wahrzunehmen wünscht.

Nimmt der nicht veräußernde Vertragspartner sein Mitveräußerungsrecht wahr, darf der veräußernde Vertragspartner nur die in der Übertragungsmitteilung genannten Geschäftsanteile auf den Käufer übertragen, vorausgesetzt, die in der Mitveräußerungsnachricht genannte Anzahl an Geschäftsanteilen wird von dem Käufer unter den gleichen Bedingungen und Konditionen gleichzeitig erworben.

8.3 Mitveräußerungspflicht

Sofern der veräußernde Vertragspartner alle (und nicht nur einige) seiner Geschäftsanteile auf den Käufer übertragen möchte, ist er berechtigt, den nicht veräußernden Vertragspartner in der Übertragungsmitteilung aufzufordern, sämtliche (und in keinem Fall nur einige) von dem nicht veräußernden Vertragspartner gehaltenen Geschäftsanteile zum gleichen Preis und zu gleichen Bedingungen und Konditionen zusammen mit dem Kauf der angebotenen Geschäftsanteile auf den Käufer zu übertragen („Mitveräußerungspflicht“).“

Dritter Beschluss

Die Gesellschafter erklären, dass infolge des Einfügens eines neuen Artikels 8, die aktuellen Artikel 8 bis 17 in Artikel 9 bis 18 um-nummeriert werden.

Kosten

Der Gesamtbetrag der Kosten, Ausgaben, Vergütungen und Auslagen, unter welcher Form auch immer, welche der Gesellschaft aus Anlass dieser Urkunde entstehen und für die sie haftet, beläuft sich auf ungefähr tausendzweihundert Euro (1.200,- EUR).

Erklärung

Der unterzeichnende Notar, der die englische Sprache beherrscht, erklärt hiermit, dass, auf Wunsch der oben genannten erschienenen Parteien, die vorliegende Urkunde in englischer Sprache verfasste wurde, gefolgt von einer deutschen Fas-

sung; gemäß dem Wunsch derselben Parteien und im Falle von Abweichungen zwischen dem englischen und deutschen Text, ist die englische Fassung maßgebend.

WORÜBER, die vorliegende notarielle Urkunde in Luxemburg, an dem oben angegebenen Tag, erstellt wurde.

Und nach Vorlesung alles Vorstehenden an die Bevollmächtigte der erschienenen Parteien, namens handelnd wie hiervor erwähnt, dem amtierenden Notar nach Vor- und Zunamen, Personenstand und Wohnort bekannt, hat dieselbe Bevollmächtigte mit Uns, dem Notar, gegenwärtige Urkunde unterschrieben.

Signé: C. MOURADIAN, C. WERSANDT.

Enregistré à Luxembourg A.C. 2, le 9 février 2016. 2LAC/2016/2995. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): André MULLER.

POUR EXPEDITION CONFORME, délivrée;

Luxembourg, le 12 février 2016.

Référence de publication: 2016065222/176.

(160027529) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 février 2016.

Goodman Meadow Logistics (Lux) S.à r.l., Société à responsabilité limitée.

Siège social: L-1160 Luxembourg, 28, boulevard d'Avranches.

R.C.S. Luxembourg B 191.030.

—

In the year two thousand and sixteen, on the third day of the month of February;

Before the undersigned notary Carlo WERSANDT, residing in Luxembourg (Grand Duchy of Luxembourg);

THERE APPEARED:

1) The private limited liability company incorporated and existing under the laws of the Grand Duchy of Luxembourg "GELF Investments (Lux) S.à r.l.", with registered office in L-1160 Luxembourg, 28, boulevard d'Avranches, registered with the Luxembourg Trade and Companies Register, section B, under the number 117053; and

2) The private limited liability company incorporated and existing under the laws of the Grand Duchy of Luxembourg "Goodman Meadow Logistics (Lux) S.à r.l.", with registered office in L-1160 Luxembourg, 28, boulevard d'Avranches, registered with the Luxembourg Trade and Companies Register, section B, under the number 176972.

Both are here represented by Mrs. Christina MOURADIAN, employee, residing professionally in L-1160 Luxembourg, 28, boulevard d'Avranches, (the "Proxyholder"), by virtue of two proxies given under private seal; such proxies, after having been signed "ne varietur" by the Proxy-holder and the officiating notary, will remain attached to the present deed in order to be recorded with it.

Such appearing parties, represented as mentioned above, have requested the undersigned notary to enact the following:

- The private limited liability company incorporated and existing under the laws of the Grand Duchy of Luxembourg "Goodman Carpo Logistics (Lux) S.à r.l.", with registered office in L-1160 Luxembourg, 28, boulevard d'Avranches, registered with the Luxembourg Trade and Companies Registry, section B, under number 191030, (the "Company"), has been incorporated on September 22, 2014, pursuant to a deed of the officiating notary, published in the Mémorial C, Recueil des Sociétés et Associations, number 3421 of November 17, 2014,

and the articles of association (the "Articles") have not been amended since then;

- The appearing parties are the sole actual members of the Company (the "Members") and they have taken, through their Proxy-holder, the following resolutions:

First resolution

The Members decide to insert in article 7 of the Articles a restriction in the framework of transfer of shares and to subsequently amend the second paragraph of the said article as follows:

"In case of plurality of Shareholders, the share(s) held by each Shareholder cannot be transferred unless the requirements of article 190 of the Law (the "Share Transfer Approval") are complied with."

Second resolution

The Members decide to insert a new article 8 in the Articles and to give it the following wording:

" **Art. 8. Tag-Along and Drag-Along Rights.** The provisions of this Article 8 will apply in the event that, following the Share Transfer Approval provided for in Article 7, the Majority Shareholder (referred to as the "Selling Party" for the purpose of this Article 8) wishes to Transfer all or part of its Shares to a third party (the "Offered Shares").

In case of the implementation of the Tag-Along Right or the Drag-Along Right, each party transferring Shares shall bear its respective part of expenses and fees of counsel (including financial, legal and accounting advisors) relating to the Transfer of the Shares and incurred in relation to the Transfer.

8.1 Transfer Notice

In the event that following the Share Transfer Approval, the Selling Party wishes to Transfer all or part of its Shares to a third party (the "Purchaser"), the Selling Party shall send to the Minority Shareholder (referred to as the "Non-Selling Party" for the purpose of this Article 8) a notice (the "Transfer Notice") setting out:

(a) the detailed identity of the Purchaser;

(b) the main terms and conditions of the proposed Transfer, including the price, terms of payment, representations, warranties and indemnities; and

(c) as the case may be and if applicable, the Selling Party's intention to exercise its Drag-Along Right.

8.2 Tag-Along Right

The Non-Selling Party shall have the right to Transfer, along with the Selling Party, under the same terms and conditions (in particular with respect to the price, terms of payment, representations, warranties and indemnities) as offered by the Purchaser to the Selling Party, a maximum number of Shares representing the same proportion of the Shares held by the Non-Selling Party as the proportion that the Offered Shares bear to the total number of Shares held by the Selling Party (the "Tag-Along Right").

The Non-Selling Party may exercise its Tag-Along Right by way of a notice to the Selling Party within twenty (20) Business Days of receipt of the Transfer Notice (the "Tag-Along Notice"). The Tag-Along Notice will specify the number of Shares that the Non-Selling Party wishes to Transfer in the context of its Tag-Along Right.

If the Non-Selling Party fails to submit a Tag-Along Notice during the above mentioned period, it will be deemed to have declined to exercise its Tag-Along Right.

In the event the Non-Selling Party exercises its Tag-Along Right, the Selling Party may only Transfer the Shares referred to in the Transfer Notice to the Purchaser provided that a number of Shares as referred to in the Tag-Along Notice are acquired simultaneously by the Purchaser under the same terms and conditions.

8.3 Drag Along Right

If the Selling Party intends to Transfer all (and not part) of its Shares to the Purchaser, the Selling Party may require the Non-Selling Party, in the Transfer Notice, to Transfer to the Purchaser all (but not less than all) of the Shares held by the Non- Selling Party at the same price, on the same terms and conditions as, and simultaneously with the purchase of the Offered Shares (the "Drag-Along Right")."

Third resolution

The Members declare that as a result of inserting a new Article 8, the current Articles 8 to 17 will be renumbered into Articles 9 to 18.

Costs

The aggregate amount of the costs, expenditures, remunerations or expenses, in any form whatsoever, which the Company incurs or for which it is liable by reason of the present deed, is approximately one thousand two hundred Euros (EUR 1,200.-).

Statement

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

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

The deed having been read to the Proxy-holder of the appearing parties, acting as said before, known to the notary by name, first name, civil status and residence, the said Proxy-holder has signed with Us, the notary, the present original deed.

Es folgt die deutsche Fassung des vorstehenden Textes:

Im Jahr zweitausendsechszehn, am dritten Tag des Monats Februar;

Vor dem unterzeichneten Notar Carlo WERSANDT, mit Amtswohnsitz in Luxemburg (Großherzogtum Luxemburg);

SIND ERSCHIENEN:

1) Die nach den Gesetzen des Großherzogtums Luxemburg gegründete und bestehende Gesellschaft mit beschränkter Haftung „GELF Investments (Lux) S.à r.l.", mit Sitz in L-1160 Luxemburg, 28, Boulevard d'Avranches, eingetragen in Handelsund Firmenregister von Luxemburg, Sektion B, unter der Nummer 117053; und

2) Die nach den Gesetzen des Großherzogtums Luxemburg gegründete und bestehende Gesellschaft mit beschränkter Haftung „Goodman Meadow Logistics (Lux) S.à r.l.", mit Sitz in L-1160 Luxemburg, 28, Boulevard d'Avranches, eingetragen in Handels- und Firmenregister von Luxemburg, Sektion B, unter der Nummer 176972.

Beide sind hier vertreten durch Frau Christina MOURADIAN, Angestellte, beruflich wohnhaft in L-1160 Luxemburg, 28, Boulevard d'Avranches, (die „Bevollmächtigte"), auf Grund von zwei ihr erteilten Vollmachten unter Privatschrift; welche Vollmachten vor Bevollmächtigten und dem amtierenden Notar "ne varietur" unterschrieben, bleiben der gegenwärtigen Urkunde beigebogen, um mit derselben einregistriert zu werden.

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

- Die nach den Gesetzen des Großherzogtums Luxemburg gegründete und bestehende Gesellschaft mit beschränkter Haftung „Goodman Carpo Logistics (Lux) S.à r.l.“, mit Sitz in L-1160 Luxemburg, 28, Boulevard d'Avranches, eingetragen in Handels- und Firmenregister von Luxemburg, Sektion B, unter der Nummer 191030, (die “Gesellschaft”), ist gegründet worden gemäß Urkunde aufgenommen durch den amtierenden Notar am 22. September 2014, veröffentlicht im Mémorial C, Recueil des Sociétés et Associations, Nummer 3421 vom 17. November 2014,

und die Statuten (die „Statuten“) sind seitdem nicht mehr abgeändert worden;

- Die erschienenen Parteien sind die derzeitigen alleinigen Gesellschafter der Gesellschaft (die „Gesellschafter“) und sie haben durch ihren Bevollmächtigten, folgende Beschlüsse genommen:

Erster Beschluss

Die Gesellschafter beschließen in Artikel 7 der Statuten eine Einschränkung im Rahmen der Übertragung von Geschäftsanteilen einzufügen und dementsprechend den zweiten Absatz besagten Artikels abzuändern wie folgt:

„Im Falle mehrerer Gesellschafter, dürfen die von jedem einzelnen Gesellschafter gehaltenen Gesellschaftsanteile abgetreten werden nur wenn die Bedingungen von Artikel 190 des Gesetztes („Genehmigung für die Übertragung von Geschäftsanteilen“) erfüllt sind.“

Zweiter Beschluss

Die Gesellschafter beschließen einen neuen Artikel 8 in die Statuten einzuführen und ihm folgenden Wortlaut zu geben:

„ **Art. 8. Mitveräußerungsrechte und -pflichten.** Die in diesem Artikel 8 vorgesehenen Regelungen kommen zur Anwendung, wenn der Mehrheitsgesellschafter (für die Zwecke dieses Artikels 8 „veräußernder Vertragspartner“ genannt) nach der Genehmigung für die Übertragung von Geschäftsanteilen gemäß Artikel 7 alle oder einige seiner Geschäftsanteile auf einen Dritten übertragen möchte (die „angebotenen Geschäftsanteile“).

Im Falle der Wahrnehmung eines Mitveräußerungsrechts bzw. einer Mitveräußerungspflicht wird jeder Vertragspartner, der Geschäftsanteile überträgt, die Ausgaben und Honorare, die ihm in Zusammenhang mit der Übertragung der Geschäftsanteile für Berater (einschließlich Finanz-, Rechts und Wirtschaftsprüfungsberater) entstehen, selbst tragen.

8.1 Übertragungsmitteilung

Wenn der veräußernde Vertragspartner nach Ausstellung einer Genehmigung für die Übertragung von Geschäftsanteilen alle oder einige seiner Geschäftsanteile auf einen Dritten („Käufer“) übertragen möchte, wird er dem Minderheitsgesellschafter (für die Zwecke dieses Artikels 8 „nicht veräußernder Vertragspartner“ genannt) eine Mitteilung zukommen lassen, in der:

(a) nähere Angaben zur Identität des Käufers;

(b) die wichtigsten Bedingungen und Konditionen der vorgesehenen Übertragung, einschließlich Preis, Zahlungsmodalitäten, Zusicherungen, Gewährleistungen und Freistellungen; und

(c) gegebenenfalls die Absicht des veräußernden Vertragspartners auf Einforderung der Mitveräußerungspflichten;

aufgeführt sind.

8.2 Mitveräußerungsrecht

Der nicht veräußernde Vertragspartner hat das Recht, die höchstmögliche Anzahl seiner Geschäftsanteile, die zu den von ihm insgesamt gehaltenen Anteilen das gleiche Verhältnis aufweisen wie die angebotenen Geschäftsanteile zu der Gesamtanzahl der von dem veräußernden Vertragspartner gehalten Anteile, zusammen mit der von dem veräußernden Vertragspartner vorgenommenen Übertragung unter den gleichen Bedingungen und Konditionen (in Bezug auf Preis, Zahlungsmodalitäten, Zusicherungen, Gewährleistungen und Freistellungen) ebenfalls zu übertragen („Mitveräußerungsrecht“).

Der nicht veräußernde Vertragspartner kann sein Mitveräußerungsrecht anhand einer Nachricht an den veräußernden Vertragspartner innerhalb von zwanzig (20) Geschäftstagen nach Erhalt der Übertragungsmitteilung wahrnehmen (die „Mitveräußerungsnachricht“). In dieser Mitveräußerungsnachricht ist die Anzahl der Geschäftsanteile zu benennen, die der nicht veräußernde Vertragspartner bei der Wahrnehmung seines Mitveräußerungsrechts übertragen möchte.

Legt der nicht veräußernde Vertragspartner innerhalb der vorerwähnten Frist keine Mitveräußerungsnachricht vor, gilt, dass er sein Mitveräußerungsrecht nicht wahrzunehmen wünscht.

Nimmt der nicht veräußernde Vertragspartner sein Mitveräußerungsrecht wahr, darf der veräußernde Vertragspartner nur die in der Übertragungsmitteilung genannten Geschäftsanteile auf den Käufer übertragen, vorausgesetzt, die in der Mitveräußerungsnachricht genannte Anzahl an Geschäftsanteilen wird von dem Käufer unter den gleichen Bedingungen und Konditionen gleichzeitig erworben.

8.3 Mitveräußerungspflicht

Sofern der veräußernde Vertragspartner alle (und nicht nur einige) seiner Geschäftsanteile auf den Käufer übertragen möchte, ist er berechtigt, den nicht veräußernden Vertragspartner in der Übertragungsmitteilung aufzufordern, sämtliche (und in keinem Fall nur einige) von dem nicht veräußernden Vertragspartner gehaltenen Geschäftsanteile zum gleichen

Preis und zu gleichen Bedingungen und Konditionen zusammen mit dem Kauf der angebotenen Geschäftsanteile auf den Käufer zu übertragen („Mitveräußerungspflicht“).“

Dritter Beschluss

Die Gesellschafter erklären, dass infolge des Einfügens eines neuen Artikels 8, die aktuellen Artikel 8 bis 17 in Artikel 9 bis 18 um-nummeriert werden.

Kosten

Der Gesamtbetrag der Kosten, Ausgaben, Vergütungen und Auslagen, unter welcher Form auch immer, welche der Gesellschaft aus Anlass dieser Urkunde entstehen und für die sie haftet, beläuft sich auf ungefähr tausendzweihundert Euro (1.200,- EUR).

Erklärung

Der unterzeichnende Notar, der die englische Sprache beherrscht, erklärt hiermit, dass, auf Wunsch der oben genannten erschienenen Parteien, die vorliegende Urkunde in englischer Sprache verfasste wurde, gefolgt von einer deutschen Fassung; gemäß dem Wunsch derselben Parteien und im Falle von Abweichungen zwischen dem englischen und deutschen Text, ist die englische Fassung maßgebend.

WORÜBER, die vorliegende notarielle Urkunde in Luxemburg, an dem oben angegebenen Tag, erstellt wurde.

Und nach Vorlesung alles Vorstehenden an die Bevollmächtigte der erschienenen Parteien, namens handelnd wie hiervor erwähnt, dem amtierenden Notar nach Vor- und Zunamen, Personenstand und Wohnort bekannt, hat dieselbe Bevollmächtigte mit Uns, dem Notar, gegenwärtige Urkunde unterschrieben.

Signé: C. MOURADIAN, C. WERSANDT.

Enregistré à Luxembourg A.C. 2, le 9 février 2016. 2LAC/2016/2996. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): André MULLER.

POUR EXPEDITION CONFORME, délivrée;

Luxembourg, le 12 février 2016.

Référence de publication: 2016065223/176.

(160027561) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 février 2016.

Goodman Cevic Logitics (Lux) S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1160 Luxembourg, 28, boulevard d'Avranches.

R.C.S. Luxembourg B 191.029.

—

In the year two thousand and sixteen, on the third day of the month of February;

Before the undersigned notary Carlo WERSANDT, residing in Luxembourg (Grand Duchy of Luxembourg);

THERE APPEARED:

1) The private limited liability company incorporated and existing under the laws of the Grand Duchy of Luxembourg “GELF Investments (Lux) S.à r.l.”, with registered office in L-1160 Luxembourg, 28, boulevard d'Avranches, registered with the Luxembourg Trade and Companies Register, section B, under the number 117053; and

2) The private limited liability company incorporated and existing under the laws of the Grand Duchy of Luxembourg “Goodman Meadow Logistics (Lux) S.à r.l.”, with registered office in L-1160 Luxembourg, 28, boulevard d'Avranches, registered with the Luxembourg Trade and Companies Register, section B, under the number 176972.

Both are here represented by Mrs. Christina MOURADIAN, employee, residing professionally in L-1160 Luxembourg, 28, boulevard d’Avranches, (the “Proxyholder”), by virtue of two proxies given under private seal; such proxies, after having been signed “ne varietur” by the Proxy-holder and the officiating notary, will remain attached to the present deed in order to be recorded with it.

Such appearing parties, represented as mentioned above, have requested the undersigned notary to enact the following:

- The private limited liability company incorporated and existing under the laws of the Grand Duchy of Luxembourg “Goodman Cevic Logistics (Lux) S.à r.l.”, with registered office in L-1160 Luxembourg, 28, boulevard d'Avranches, registered with the Luxembourg Trade and Companies Registry, section B, under number 191029, (the “Company”), has been incorporated on September 22, 2014, pursuant to a deed of the officiating notary, published in the Mémorial C, Recueil des Sociétés et Associations, number 3451 of November 19, 2014,

and the articles of association (the “Articles”) have not been amended since then;

- The appearing parties are the sole actual members of the Company (the “Members”) and they have taken, through their Proxy-holder, the following resolutions:

First resolution

The Members decide to insert in article 7 of the Articles a restriction in the framework of transfer of shares and to subsequently amend the second paragraph of the said article as follows:

"In case of plurality of Shareholders, the share(s) held by each Shareholder cannot be transferred unless the requirements of article 190 of the Law (the "Share Transfer Approval") are complied with."

Second resolution

The Members decide to insert a new article 8 in the Articles and to give it the following wording:

" **Art. 8. Tag-Along and Drag-Along Rights.** The provisions of this Article 8 will apply in the event that, following the Share Transfer Approval provided for in Article 7, the Majority Shareholder (referred to as the "Selling Party" for the purpose of this Article 8) wishes to Transfer all or part of its Shares to a third party (the "Offered Shares").

In case of the implementation of the Tag-Along Right or the Drag-Along Right, each party transferring Shares shall bear its respective part of expenses and fees of counsel (including financial, legal and accounting advisors) relating to the Transfer of the Shares and incurred in relation to the Transfer.

8.1 Transfer Notice

In the event that following the Share Transfer Approval, the Selling Party wishes to Transfer all or part of its Shares to a third party (the "Purchaser"), the Selling Party shall send to the Minority Shareholder (referred to as the "Non-Selling Party" for the purpose of this Article 8) a notice (the "Transfer Notice") setting out:

(a) the detailed identity of the Purchaser;

(b) the main terms and conditions of the proposed Transfer, including the price, terms of payment, representations, warranties and indemnities; and

(c) as the case may be and if applicable, the Selling Party's intention to exercise its Drag-Along Right.

8.2 Tag-Along Right

The Non-Selling Party shall have the right to Transfer, along with the Selling Party, under the same terms and conditions (in particular with respect to the price, terms of payment, representations, warranties and indemnities) as offered by the Purchaser to the Selling Party, a maximum number of Shares representing the same proportion of the Shares held by the Non-Selling Party as the proportion that the Offered Shares bear to the total number of Shares held by the Selling Party (the "Tag-Along Right").

The Non-Selling Party may exercise its Tag-Along Right by way of a notice to the Selling Party within twenty (20) Business Days of receipt of the Transfer Notice (the "Tag-Along Notice"). The Tag-Along Notice will specify the number of Shares that the Non-Selling Party wishes to Transfer in the context of its Tag-Along Right.

If the Non-Selling Party fails to submit a Tag-Along Notice during the above mentioned period, it will be deemed to have declined to exercise its Tag-Along Right.

In the event the Non-Selling Party exercises its Tag-Along Right, the Selling Party may only Transfer the Shares referred to in the Transfer Notice to the Purchaser provided that a number of Shares as referred to in the Tag-Along Notice are acquired simultaneously by the Purchaser under the same terms and conditions.

8.3 Drag Along Right

If the Selling Party intends to Transfer all (and not part) of its Shares to the Purchaser, the Selling Party may require the Non-Selling Party, in the Transfer Notice, to Transfer to the Purchaser all (but not less than all) of the Shares held by the Non-Selling Party at the same price, on the same terms and conditions as, and simultaneously with the purchase of the Offered Shares (the "Drag-Along Right")."

Third resolution

The Members declare that as a result of inserting a new Article 8, the current Articles 8 to 17 will be renumbered into Articles 9 to 18.

Costs

The aggregate amount of the costs, expenditures, remunerations or expenses, in any form whatsoever, which the Company incurs or for which it is liable by reason of the present deed, is approximately one thousand two hundred Euros (EUR 1,200.-).

Statement

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

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

The deed having been read to the Proxy-holder of the appearing parties, acting as said before, known to the notary by name, first name, civil status and residence, the said Proxy-holder has signed with Us, the notary, the present original deed.

Es folgt die deutsche Fassung des vorstehenden Textes:

Im Jahr zweitausendsechszehn, am dritten Tag des Monats Februar;

Vor dem unterzeichneten Notar Carlo WERSANDT, mit Amtswohnsitz in Luxemburg (Großherzogtum Luxemburg);

SIND ERSCHIENEN:

1) Die nach den Gesetzen des Großherzogtums Luxemburg gegründete und bestehende Gesellschaft mit beschränkter Haftung „GELF Investments (Lux) S.à r.l.“, mit Sitz in L-1160 Luxemburg, 28, Boulevard d'Avranches, eingetragen in Handelsund Firmenregister von Luxemburg, Sektion B, unter der Nummer 117053; und

2) Die nach den Gesetzen des Großherzogtums Luxemburg gegründete und bestehende Gesellschaft mit beschränkter Haftung „Goodman Meadow Logistics (Lux) S.à r.l.“, mit Sitz in L-1160 Luxemburg, 28, Boulevard d'Avranches, eingetragen in Handels- und Firmenregister von Luxemburg, Sektion B, unter der Nummer 176972.

Beide sind hier vertreten durch Frau Christina MOURADIAN, Angestellte, beruflich wohnhaft in L-1160 Luxemburg, 28, Boulevard d'Avranches, (die „Bevollmächtigte“), auf Grund von zwei ihr erteilten Vollmachten unter Privatschrift; welche Vollmachten vor Bevollmächtigten und dem amtierenden Notar “ne varietur” unterschrieben, bleiben der gegenwärtigen Urkunde beigebogen, um mit derselben einregistriert zu werden.

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

- Die nach den Gesetzen des Großherzogtums Luxemburg gegründete und bestehende Gesellschaft mit beschränkter Haftung „Goodman Cevic Logistics (Lux) S.à r.l.“, mit Sitz in L-1160 Luxemburg, 28, Boulevard d'Avranches, eingetragen in Handels- und Firmenregister von Luxemburg, Sektion B, unter der Nummer 191029, (die “Gesellschaft”), ist gegründet worden gemäß Urkunde aufgenommen durch den amtierenden Notar am 22. September 2014, veröffentlicht im Mémorial C, Recueil des Sociétés et Associations, Nummer 3451 vom 19. November 2014,

und die Statuten (die „Statuten“) sind seitdem nicht mehr abgeändert worden;

- Die erschienenen Parteien sind die derzeitigen alleinigen Gesellschafter der Gesellschaft (die „Gesellschafter“) und sie haben durch ihren Bevollmächtigten, folgende Beschlüsse genommen:

Erster Beschluss

Die Gesellschafter beschließen in Artikel 7 der Statuten eine Einschränkung im Rahmen der Übertragung von Geschäftsanteilen einzufügen und dementsprechend den zweiten Absatz besagten Artikels abzuändern wie folgt:

„Im Falle mehrerer Gesellschafter, dürfen die von jedem einzelnen Gesellschafter gehaltenen Gesellschaftsanteile abgetreten werden nur wenn die Bedingungen von Artikel 190 des Gesetztes („Genehmigung für die Übertragung von Geschäftsanteilen“) erfüllt sind.“

Zweiter Beschluss

Die Gesellschafter beschließen einen neuen Artikel 8 in die Statuten einzuführen und ihm folgenden Wortlaut zu geben:

„ **Art. 8. Mitveräußerungsrechte und -Pflichten.** Die in diesem Artikel 8 vorgesehenen Regelungen kommen zur Anwendung, wenn der Mehrheitsgesellschafter (für die Zwecke dieses Artikels 8 „veräußernder Vertragspartner“ genannt) nach der Genehmigung für die Übertragung von Geschäftsanteilen gemäß Artikel 7 alle oder einige seiner Geschäftsanteile auf einen Dritten übertragen möchte (die „angebotenen Geschäftsanteile“).

Im Falle der Wahrnehmung eines Mitveräußerungsrechts bzw. einer Mitveräußerungspflicht wird jeder Vertragspartner, der Geschäftsanteile überträgt, die Ausgaben und Honorare, die ihm in Zusammenhang mit der Übertragung der Geschäftsanteile für Berater (einschließlich Finanz-, Rechts und Wirtschaftsprüfungsberater) entstehen, selbst tragen.

8.1 Übertragungsmitteilung

Wenn der veräußernde Vertragspartner nach Ausstellung einer Genehmigung für die Übertragung von Geschäftsanteilen alle oder einige seiner Geschäftsanteile auf einen Dritten („Käufer“) übertragen möchte, wird er dem Minderheitsgesellschafter (für die Zwecke dieses Artikels 8 „nicht veräußernder Vertragspartner“ genannt) eine Mitteilung zukommen lassen, in der:

(a) nähere Angaben zur Identität des Käufers;

(b) die wichtigsten Bedingungen und Konditionen der vorgesehenen Übertragung, einschließlich Preis, Zahlungsmodalitäten, Zusicherungen, Gewährleistungen und Freistellungen; und

(c) gegebenenfalls die Absicht des veräußernden Vertragspartners auf Einforderung der Mitveräußerungspflichten;

aufgeführt sind.

8.2 Mitveräußerungsrecht

Der nicht veräußernde Vertragspartner hat das Recht, die höchstmögliche Anzahl seiner Geschäftsanteile, die zu den von ihm insgesamt gehaltenen Anteilen das gleiche Verhältnis aufweisen wie die angebotenen Geschäftsanteile zu der Gesamtanzahl der von dem veräußernden Vertragspartner gehalten Anteile, zusammen mit der von dem veräußernden Vertragspartner vorgenommenen Übertragung unter den gleichen Bedingungen und Konditionen (in Bezug auf Preis,

Zahlungsmodalitäten, Zusicherungen, Gewährleistungen und Freistellungen) ebenfalls zu übertragen („Mitveräußerungsrecht“).

Der nicht veräußernde Vertragspartner kann sein Mitveräußerungsrecht anhand einer Nachricht an den veräußernden Vertragspartner innerhalb von zwanzig (20) Geschäftstagen nach Erhalt der Übertragungsmitteilung wahrnehmen (die „Mitveräußerungsnachricht“). In dieser Mitveräußerungsnachricht ist die Anzahl der Geschäftsanteile zu benennen, die der nicht veräußernde Vertragspartner bei der Wahrnehmung seines Mitveräußerungsrechts übertragen möchte.

Legt der nicht veräußernde Vertragspartner innerhalb der vorerwähnten Frist keine Mitveräußerungsnachricht vor, gilt, dass er sein Mitveräußerungsrecht nicht wahrzunehmen wünscht.

Nimmt der nicht veräußernde Vertragspartner sein Mitveräußerungsrecht wahr, darf der veräußernde Vertragspartner nur die in der Übertragungsmitteilung genannten Geschäftsanteile auf den Käufer übertragen, vorausgesetzt, die in der Mitveräußerungsnachricht genannte Anzahl an Geschäftsanteilen wird von dem Käufer unter den gleichen Bedingungen und Konditionen gleichzeitig erworben.

8.3 Mitveräußerungspflicht

Sofern der veräußernde Vertragspartner alle (und nicht nur einige) seiner Geschäftsanteile auf den Käufer übertragen möchte, ist er berechtigt, den nicht veräußernden Vertragspartner in der Übertragungsmitteilung aufzufordern, sämtliche (und in keinem Fall nur einige) von dem nicht veräußernden Vertragspartner gehaltenen Geschäftsanteile zum gleichen Preis und zu gleichen Bedingungen und Konditionen zusammen mit dem Kauf der angebotenen Geschäftsanteile auf den Käufer zu übertragen („Mitveräußerungspflicht“).“

Dritter Beschluss

Die Gesellschafter erklären, dass infolge des Einfügens eines neuen Artikels 8, die aktuellen Artikel 8 bis 17 in Artikel 9 bis 18 um-nummeriert werden.

Kosten

Der Gesamtbetrag der Kosten, Ausgaben, Vergütungen und Auslagen, unter welcher Form auch immer, welche der Gesellschaft aus Anlass dieser Urkunde entstehen und für die sie haftet, beläuft sich auf ungefähr tausendzweihundert Euro (1.200,- EUR).

Erklärung

Der unterzeichnende Notar, der die englische Sprache beherrscht, erklärt hiermit, dass, auf Wunsch der oben genannten erschienenen Parteien, die vorliegende Urkunde in englischer Sprache verfasste wurde, gefolgt von einer deutschen Fassung; gemäß dem Wunsch derselben Parteien und im Falle von Abweichungen zwischen dem englischen und deutschen Text, ist die englische Fassung maßgebend.

WORÜBER, die vorliegende notarielle Urkunde in Luxemburg, an dem oben angegebenen Tag, erstellt wurde.

Und nach Vorlesung alles Vorstehenden an die Bevollmächtigte der erschienenen Parteien, namens handelnd wie hiervor erwähnt, dem amtierenden Notar nach Vor- und Zunamen, Personenstand und Wohnort bekannt, hat dieselbe Bevollmächtigte mit Uns, dem Notar, gegenwärtige Urkunde unterschrieben.

Signé: C. MOURADIAN, C. WERSANDT.

Enregistré à Luxembourg A.C. 2, le 9 février 2016. 2LAC/2016/2997. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): André MULLER.

POUR EXPEDITION CONFORME, délivrée;

Luxembourg, le 12 février 2016.

Référence de publication: 2016065224/177.

(160027598) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 février 2016.

Les Intages Property S.A., Société Anonyme.

Siège social: L-1263 Luxembourg, 1, rue Aristide Briand.

R.C.S. Luxembourg B 159.313.

—

Extrait des résolutions prises lors de l'assemblée ordinaire tenue extraordinairement à Luxembourg le 2 février 2016

L'Assemblée générale a pris les résolutions suivantes:

- L'Assemblée générale accepte la démission de:

* Kohnen & Associés, ayant son siège social, 62, Avenue de la liberté, L-1930 Luxembourg, inscrite auprès du registre de commerce et des sociétés de Luxembourg, sous le numéro B 114.190 avec effet immédiat.

De sa fonction de commissaire aux comptes.

- L'Assemblée générale décide de nommer:

AUDIT & CONSULTING Services S.à.r.l., immatriculé au Registre du Commerce et des Sociétés sous le numéro B151342, ayant son siège social au 9-11, rue Louvigny, L-1946 Luxembourg avec effet immédiat.

Aux fonctions de commissaire aux comptes en vue d'auditer les comptes de l'exercice 2015, et ce, jusqu'à l'Assemblée Générale Ordinaire statuant sur les comptes au 31 décembre 2015.

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

Luxembourg, le 18 Février 2016.

Signature

Mandataire

Référence de publication: 2016068815/22.

(160031697) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

Novatherm Properties S.A., Société Anonyme.

Siège social: L-1470 Luxembourg, 7, route d'Esch.

R.C.S. Luxembourg B 86.941.

—

Auszug vom Beschluss des 28. Januar 2016

Die Mandate des Alleinverwalters und des Kommissars werden um ein Mandat von 1 Jahr verlängert.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Luxemburg, den 28. Januar 2016.

Référence de publication: 2016068886/11.

(160031641) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 février 2016.

---

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

Capital social: EUR 12.500,00.

Siège social: L-2763 Luxembourg, 31-33, rue Sainte Zithe.

R.C.S. Luxembourg B 101.120.

—

In the year two thousand and sixteen, on the twenty-third day of March.

Before the undersigned, Maître Jacques Kesseler, notary, residing at Pétange, Grand-Duchy of Luxembourg.

The undersigned:

(1) APPLE SOFTWARE SERVICES LIMITED a private company limited by shares incorporated under the laws of Ireland with company number 579321 and having its registered office at Hollyhill Industrial Estate, Hollyhill, Cork, Ireland (the "Successor Company");

herein represented by Mrs. Sofia Afonso-Da Chao Conde, with professional address at 3, Route de Luxembourg, L-4761 Pétange, pursuant to a power of attorney granted by the board of directors of the Successor Company on March 22, 2016 (the "Power of Attorney"),

AND

(2) ITUNES S.À R.L., a private limited liability company (société à responsabilité limitée), incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 31-33, rue Sainte Zithe, L-2763 Luxembourg, registered with the Luxembourg Trade and Companies' Register under number B 101120 (the "Transferor Company"),

herein represented by Mrs. Sofia Afonso-Da Chao Conde, with professional address at 3, Route de Luxembourg, L-4761 Pétange, pursuant to a resolution passed by the board of managers of the Transferor Company on March 22, 2016 (the "Resolution").

The Power of Attorney and the Resolution, initialled "ne varietur" by the proxyholders of the appearing parties and the undersigned notary, shall be annexed to the present deed and filed together with the registration authorities.

Such appearing parties, acting in the aforementioned stated capacities, have required the undersigned notary to record the following:

COMMON DRAFT TERMS OF MERGER

PURSUANT TO the provisions of the Irish Regulations (as defined below), the provisions of the Luxembourg Regulations (as defined below) and Article 5 of the Directive (as defined below).

1. Interpretation.

1.1 Definitions

In these Common Draft Terms unless the context otherwise requires or unless otherwise specified:

"ADI" means Apple Distribution International, a private unlimited company incorporated under the laws of Ireland with company number 470672 and having its registered office at Hollyhill Industrial Estate, Hollyhill, Cork, Ireland;

"Assets" means all assets held by the Transferor Company as at the Effective Time;

"Business Day" means a day (other than a Saturday or Sunday) on which clearing banks are generally open for business in the Grand Duchy of Luxembourg and the Republic of Ireland;

"Common Draft Terms" means the present common draft terms of the cross-border merger;

"CRO" means the Irish Companies Registration Office;

"Cross-Border Merger" means a merger of a national limited liability company with a limited liability company from another Member State, as provided for by the Directive;

"Directive" means Directive 2005/56/EC of the European Parliament and of the Council of Ministers of 26 October 2005 on cross-border mergers of limited liability companies;

"Directors' / Managers' Explanatory Report" means a report prepared by the directors / managers of the Merging Companies (as defined below) intended for the shareholders, the employees and the creditors explaining and justifying the legal and economic aspects of the Merger and explaining the implications of the Merger for the shareholders, employees and creditors of the Merging Companies, as provided for by Regulation 6 of the Irish Regulations and Article 265 of the Luxembourg Regulations;

"Effective Time" means 00:00:02 Irish Standard Time (UTC+1) on 25 September 2016 or such other date and time as may be agreed by the Merging Companies, subject to the approval of the shareholders and the Irish Court;

"Independent Expert Report" means a report prepared by an independent expert, which, where obtained, shall evaluate the proposed Merger, as provided for by Regulation 7 of the Irish Regulations and Article 266 of the Luxembourg Regulations;

"Irish Court" means the High Court of the Republic of Ireland;

"Irish Regulations" means the European Communities (Cross-Border Mergers) Regulations 2008 (S.I. No. 157 of 2008);

"Liabilities" means all the liabilities of the Transferor Company existing at the Effective Time;

"Luxembourg Regulations" means the provisions of Articles 257, 261 and following and in particular Article 278 of the Luxembourg law of 10 August 1915 on Commercial Companies, as amended;

"Merger" means the proposed Cross-Border Merger, by absorption of a wholly-owned subsidiary, of the Transferor Company into the Successor Company, under the terms and conditions set forth in these Common Draft Terms, by which the Assets and Liabilities shall transfer to the Successor Company and the Transferor Company will be dissolved without going into liquidation;

"Merging Companies" means the Successor Company and the Transferor Company (each as defined below), and "Merging Company" shall be construed accordingly as the context so requires;

"RCS Luxembourg" means the Luxembourg Trade and Companies Register;

"Schedules" means the schedules annexed to these Common Draft Terms, and "Schedule" shall be construed accordingly as the context so requires;

"Shareholder Resolution" means the special resolution of the shareholder of the Successor Company to be passed in order to approve these Common Draft Terms, as provided for by Regulation 10 of the Irish Regulations;

"Successor Company" means Apple Software Services Limited a private company limited by shares incorporated under the laws of Ireland with company number 579321 and having its registered office at Hollyhill Industrial Estate, Hollyhill, Cork, Ireland being the resulting company upon completion of the Merger;

"Transferor Company" means iTunes S.à r.l., a private limited liability company (société à responsabilité limitée), incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 31-33, rue Sainte Zithe, L-2763 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 101120, being the Merging Company which will cease to exist as a result of the Merger; and

"Transferor Company Share Transfer" means the transfer by ADI of its entire legal and beneficial interest in the shares of the Transferor Company to the Successor Company as further described in section 2.2.3.

1.2 Interpretation

In these Common Draft Terms, unless the context otherwise requires or unless otherwise specified:

(a) any reference to any statute, statutory provision or to any order or regulation shall be construed as a reference to that statute, provision, order or regulation as extended, modified, amended, replaced or re-enacted from time to time (whether before or after the date of these Common Draft Terms) and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom (whether before or after the date of these Common Draft Terms);

(b) words denoting any gender include all genders and words denoting the singular include the plural and vice versa;

(c) all references to recitals, sections, clauses, paragraphs, schedules and annexures are to recitals in, sections, clauses and paragraphs of and schedules and annexures to these Common Draft Terms;

(d) headings are for convenience only and shall not affect the interpretation of these Common Draft Terms;

(e) words such as "hereunder", "hereto", "hereof and "herein" and other words commencing with "here" shall unless the context clearly indicates to the contrary refer to the whole of these Common Draft Terms and not to any particular section, clause or paragraph hereof;

(f) in construing these Common Draft Terms general words introduced by the word "other" shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things and general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words and any reference to the word "include" or "including" is to be construed without limitation;

(g) any reference to "Common Draft Terms" or any other document or to any specified provision of these Common Draft Terms or any other document is to these Common Draft Terms, that document or that provision as in force for the time being and as amended from time to time in accordance with the terms of these Common Draft Terms or that document;

(h) "writing" or any similar expression includes transmission by fax or by e-mail;

(i) any reference to a document being in the "agreed form" means in relation to that document the draft of that document which has been initialled by each of the Merging Companies or by their respective solicitors on their behalf by way of identification; and

(j) if any action or duty to be taken or performed under any of the provisions of these Common Draft Terms would fall to be taken or performed on a day which is not a Business Day such action or duty shall be taken or performed on the Business Day next following such day.

1.3 Schedules

The contents of the Schedules form an integral part of these Common Draft Terms and shall have as full effect as if they were incorporated in the body of these Common Draft Terms and the expressions "these Common Draft Terms" and "the Common Draft Terms" as used in any of the Schedules shall mean these Common Draft Terms and any reference to "these Common Draft Terms" shall be deemed to include the Schedules.

2. Preliminary. The Merging Companies are the Successor Company and the Transferor Company, and are identified as follows:

2.1 The Successor Company

2.1.1 The Successor Company is a private company limited by shares incorporated under the laws of Ireland, registered at the Companies Registration Office with company number 579321 and with its registered office at Hollyhill Industrial Estate, Hollyhill, Cork, Ireland.

2.1.2 The Successor Company has an issued share capital of EUR 0.001 divided into 1 ordinary share with a nominal value of EUR 0.001.

2.1.3 The sole shareholder of the Successor Company at the Effective Time will be ADI.

2.1.4 The members of the board of directors of the Successor Company are Peter Denwood and Fiona Murphy.

2.2 The Transferor Company

2.2.1 The Transferor Company is a private limited liability company (société à responsabilité limitée), governed by the laws of the Grand Duchy of Luxembourg, having its registered office at 31-33, rue Sainte Zithe, L-2763 Luxembourg, registered with the RCS Luxembourg under number B 101120.

2.2.2 The Transferor Company has share capital of EUR 12,500 divided into 500 (five hundred) shares with a nominal value of EUR 25 (twenty-five Euro) each.

2.2.3 The sole shareholder of the Transferor Company is currently ADI. ADI will transfer its entire legal and beneficial interest in all of the issued and outstanding shares of the Transferor Company to the Successor Company prior to the Effective Time in exchange for the issuance by the Successor Company of shares to ADI (the "Transferor Company Share Transfer").

2.2.4 The managers of the Transferor Company are Eduardo Cue, Gene Daniel Levoff and Gary Joseph Wipfler.

2.3 Neither of the Merging Companies is subject to any bankruptcy or insolvency procedure, has ceased or is in liquidation.

2.4 Purpose of the Merger

2.4.1 At the Effective Time, the Transferor Company will merge into the Successor Company in accordance with the terms and conditions set forth in these Common Draft Terms, with the Successor Company being the resulting company.

2.4.2 As a consequence of the Merger, the ownership, title and the possession of the Assets and Liabilities will be transferred to, and be acquired or assumed by, the Successor Company by operation of the Irish Regulations and the Luxembourg Regulations at the Effective Time. The Successor Company will become entitled to the Assets of the Transferor Company and shall assume, carry out, perform and complete the Liabilities of the Transferor Company from the Effective Time. All other rights and obligations of the Transferor Company shall pass from the Transferor Company to the Successor Company at the Effective Time.

2.4.3 Following the completion of the Merger, and as a consequence of the Merger, the Transferor Company will be automatically dissolved without going into liquidation.

2.4.4 Each Merging Company shall do, sign or execute, or procure to be done, signed or executed all such other acts, deeds, documents and things as may be necessary or desirable in respect of the Merger and the transfer of the Assets and Liabilities to the Successor Company pursuant to these Common Draft Terms.

2.5 Merger by Absorption of a Wholly-Owned Subsidiary

2.5.1 Following completion of the Transferor Company Share Transfer, the Successor Company will hold the entire issued share capital of the Transferor Company immediately prior to the Effective Time and the Merger shall be carried out as a merger by absorption in the manner pursuant to Regulation 2(1) of the Irish Regulations and Articles 278 and following of the Luxembourg Regulations (merger by absorption).

2.5.2 No consideration shall be paid for the transfer of the Assets and Liabilities.

2.5.3 Subject to the completion of the Transferor Company Share Transfer, the approval of the shareholder of the Transferor Company of the Common Draft Terms is not required pursuant to Article 279 of the Luxembourg Regulations as the Merger will be effected as a merger by absorption and the Transferor Company will merge into its sole shareholder (merger by absorption of a wholly-owned subsidiary).

3. Allotment of Shares. Subject to the completion of the Transferor Company Share Transfer prior to the Effective Time, no shares shall be allotted by the Successor Company as consideration for the Merger as the Merger is a merger by absorption of a wholly-owned subsidiary carried out pursuant to Articles 278 and following provisions of the Luxembourg Regulations and Regulation 5(2)(c) of the Irish Regulations and as such, does not require the allotment of shares.

4. Accounting.

4.1 Treatment Accounting Purposes

4.1.1 All of the Assets and Liabilities of the Transferor Company shall for accounting purposes be treated as those of the Successor Company with effect from the Effective Time. The transactions of the Transferor Company shall be treated as those of the Successor Company from the Effective Time.

4.1.2 The statutory provisions regarding the legal effectiveness of the Merger shall not be affected.

4.2 Merging Companies' Accounting Details

4.2.1 From an accounting perspective, the Transferor Company's accounting records as at the Effective Time shall be prima facie evidence of the individual components of the Assets and Liabilities.

4.2.2 For the purposes of the Merger, the Transferor Company shall use its audited financial statements for the year ended 26 September 2015, attached hereto as Schedule I. The Transferor Company annual accounts for the last three years ending 28 September 2013, 27 September 2014 and 26 September 2015 were filed with RCS Luxembourg.

4.2.3 As it has not yet prepared audited financial statements, for the purpose of the Merger, the Successor Company shall use its interim financial statements for the period from incorporation to the date of these Common Draft Terms.

4.3 Evaluation of the Assets and Liabilities The evaluation of the Assets and Liabilities of the Transferor Company will be made as at their values in the audited financial statements of the Transferor Company for the year ended 26 September 2015 and set out at Schedule I of these Common Draft Terms.

5. Successor Company.

5.1 Special Rights Conferred by the Successor Company

5.1.1 The Successor Company will be the sole shareholder of the Transferor Company at the Effective Time and there will be no members of the Transferor Company enjoying special rights or holding securities other than shares representing the Transferor Company's capital at the Effective Time. Consequently, no special rights will be conferred by the Successor Company on any such members. No quota is to be allotted as consideration for the Merger.

5.1.2 No special treatment is granted to any class of shares or shareholders of the Merging Companies. None of the Merging Companies have special class of shares or holders of rights other than shares or quota. No special rights to dividends are granted. Neither of the Merging Companies has issued bonds.

5.2 Independent Expert Report

As the Merger will be effected as a merger by absorption of a wholly-owned subsidiary, there is no requirement, pursuant to Regulation 7(1)(a) of the Irish Regulations and Article 278 of the Luxembourg Regulations, to obtain an Independent Expert Report. Accordingly, no amount or benefit has been or will be paid to any independent expert in connection with the transactions described herein.

5.3 No advantages granted to experts or directors of the Merging Companies

No special advantages, amounts or benefits will be granted, paid or given or are intended to be granted, paid or given to any directors, supervisory board members, or managers of the Merging Companies nor to any auditors or independent experts assisting with the Merger.

5.4 Constitution of the Successor Company

The Constitution of the Successor Company is attached at Schedule II to these Common Draft Terms. The Constitution of the Successor Company shall not be amended as a consequence of this Merger.

6. Resolutions.

6.1 In accordance with Regulation 10 of the Irish Regulations and Article 278 of the Luxembourg Regulations, it is proposed that the Shareholder Resolution will be passed to approve the Common Draft Terms no earlier than one month after the Common Draft Terms have been (i) filed with the CRO and published in the CRO Gazette and in two national

newspapers; and (ii) filed with RCS Luxembourg and published in the Luxembourg official gazette ("Mémorial C, Recueil des Sociétés et Associations"). The Common Draft Terms have been approved by the board of directors of the Successor Company and the board of managers of the Transferor Company.

6.2 The resolutions to merge are not subject to satisfaction of any conditions other than completion of the Transferor Company Share Transfer for the purpose of Regulation 10(2) of the Irish Regulations and Article 278 of the Luxembourg Regulations.

6.3 The board of directors and the board of managers of the Merging Companies will prepare a Directors' / Managers' Explanatory Report pursuant to Regulation 6 of the Irish Regulations and to Article 265 of the Luxembourg Regulations, which will set out information on the implications of the Merger for the shareholders and (where applicable) creditors and employees of the Merging Companies, as well as the economic and legal grounds for the Merger. The Directors' / Managers' Explanatory Report shall be made available to the shareholder of the Successor Company not less than 30 (thirty) days prior to the date of the Shareholder Resolution and to the shareholder of the Transferor Company not less than 1 (one) month prior to the date of the Shareholder Resolution.

6.4 The Merging Companies will enter into the Merger pursuant to these Common Draft Terms which will be available for inspection at the registered offices of each of the Merging Companies, together with the Directors' / Managers' Explanatory Report. In addition, the Merging Companies will file a copy of these Common Draft Terms, with annexes, with the CRO and the RCS Luxembourg.

7. Employees.

7.1 Repercussions on Employment

7.1.1 The Successor Company has no employees and the Transferor Company has approximately twenty nine (29) employees.

7.1.2 As a consequence of the Merger, the employees of the Transferor Company will become employees of the Successor Company by operation of law pursuant to the laws of each of the Merging Companies' jurisdictions.

7.1.3 The employees of the Transferor Company immediately before the Merger will continue to be employed in the same location and on the same terms as they are currently employed once the Merger has completed. The rights and obligations of the Transferor Company existing on the date of the Merger, whether arising from a contract of employment or from an employment relationship, will be transferred to the Successor Company pursuant to the Merger. Such employment relationships, therefore, are not considered to be new employment relationships, but merely a continuation of the existing employment relationships with a different employer. The transfer is automatic and, accordingly, no written or verbal consent or approval of the employees is necessary. Regarding pensions, where and if possible under Luxembourg and Irish legislation, the Successor Company will maintain the existing pension arrangements of the Merging Company employees.

7.1.4 It is anticipated that the Merger will not have any negative impact on the employees of the Transferor Company.

7.2 Employee Involvement

7.2.1 The Transferor Company has two (2) elected staff delegates. The Transferor Company does not have a works council. The Merger will be submitted for the prior information and consultation of the staff delegates during a meeting within the meaning of Article L. 127-6 of the Luxembourg Labour Code. The Transferor Company's staff delegation will automatically transfer to the Successor Company as a consequence of the Merger. The Merger is subject to completion of the consultation processes in Luxembourg.

7.2.2 The Successor Company does not have any employees and as such, does not have any system of employee participation in force. Accordingly, Regulation 23 of the Irish Regulations will not affect the Merger.

8. Effect of the Merger.

8.1 At the Effective Time:

8.1.1 the Assets and Liabilities shall transfer to, and be acquired and assumed by, the Successor Company by operation of law;

8.1.2 the Successor Company shall automatically succeed the Transferor Company in the agreements entered into by the Transferor Company by operation of law;

8.1.3 the shares held by the Successor Company in the capital of the Transferor Company shall be cancelled by operation of law;

8.1.4 the activities of the Transferor Company shall be continued by the Successor Company;

8.1.5 the Transferor Company shall be automatically dissolved (without going into liquidation); and

8.1.6 without prejudice to the foregoing, the consequences of the Cross Border Merger set out in Regulation 19(1) of the Irish Regulations and Article 274 of the Luxembourg Regulations shall apply to the Merger.

8.2 The Merging Companies intend that all the benefits and burdens of ownership of all of the Assets and Liabilities shall transfer to, and be acquired and assumed by, the Successor Company at the Effective Time. The Merging Companies acknowledge and agree that certain of the transfers contemplated by the Common Draft Terms may nevertheless not be completed on the Effective Time due to the inability of the appearing parties to obtain necessary consents or approvals or the inability of the Merging Companies to take certain other actions necessary to effect such transfers. To the extent any

transfers contemplated by the Common Draft Terms have not been fully effected at the Effective Time, the Successor Company shall use commercially reasonable efforts to obtain any necessary consents or approvals or take any other actions necessary to effect or complete the transfer of any such Assets as promptly as practicable following the Effective Time. In connection therewith, the Successor Company will pay, perform and discharge on behalf of the Transferor Company all of the Transferor Company's obligations with respect to any such transfers in a timely manner and in accordance with the terms thereof.

9. Creditors' Rights.

9.1 Upon the completion of the Merger, the creditors of the Transferor Company shall become the creditors of the Successor Company.

9.2 In accordance with Article 268 of the Luxembourg Regulations, notwithstanding any agreement to the contrary, the creditors of the Transferor Company shall have the right to apply to the judge presiding over the chamber of the "Tribunal d'Arrondissement de et a Luxembourg" dealing with commercial matters and matters of urgency in order to obtain adequate safeguards of collateral for any matured or unmatured debts, in the event that the Merger should make such protection necessary.

9.3 The creditors of the Transferor Company may obtain, free of charge, complete information with respect to the exercise of their rights at Baker & McKenzie Luxembourg: 10-12 Boulevard Roosevelt L-2450, Luxembourg.

9.4 The creditors of the Successor Company may exercise their rights under Regulation 15 of the Irish Regulations.

10. Miscellaneous Provisions.

10.1 Severability

Each of the provisions of these Common Draft Terms are separate and severable and enforceable accordingly and if at any time any provision is adjudged by any court of competent jurisdiction to be void or unenforceable the validity, legality and enforceability of the remaining provisions hereof and of that provision in any other jurisdiction shall not in any way be affected or impaired thereby.

10.2 Survival of Obligations

The provisions of these Common Draft Terms which shall not have been performed at the Effective Time shall, to the extent possible and to the extent that this does not contravene the legal rules governing the Merger, remain in full force and effect notwithstanding the Effective Time.

10.3 Binding on Successors

These Common Draft Terms shall be binding upon and enure to the benefit of the respective Merging Companies hereto and their respective personal representatives, successors and permitted assigns.

10.4 Whole Common Draft Terms

These Common Draft Terms contain the whole agreement between the Merging Companies relating to the transactions provided for in these Common Draft Terms and supersede all previous agreements (if any) between such Merging Companies in respect of such matters and each of the Merging Companies acknowledges that in agreeing to enter into these Common Draft Terms it has not relied on any representations or warranties except for those contained in these Common Draft Terms.

10.5 Variation

No variation of these Common Draft Terms shall be valid unless it is in writing and signed by or on behalf of each of the Merging Companies hereto, or unless it is required pursuant to an order of the Irish Court or other Luxembourg or Irish authorities.

10.6 Announcement

No announcement or disclosure regarding all or any part of the transactions contemplated by these Common Draft Terms shall be made by any of the Merging Companies hereto without the prior written approval of the other Merging Company save for any such announcement as is required to be made under any applicable law in which case the announcement shall be made only after consultation with the other Merging Company and after the other Merging Company has, where practicable, been given the opportunity to approve such announcement.

10.7 Power of Attorney

To the extent permitted by law, the Transferor Company hereby grants an irrevocable power of attorney to the Successor Company to perform any acts after completion of the Merger, if and to the extent necessary, for the implementation and completion of the Merger.

10.8 Governing Law and Jurisdiction

These Common Draft Terms shall be governed by and construed in accordance with the laws of Ireland save to the extent that the application of the laws of Ireland would be contrary to the mandatory rules of the laws of the Grand Duchy of Luxembourg, in which case and to that extent, only the laws of the Grand Duchy of Luxembourg shall apply. Each of the Merging Companies hereto hereby agrees that the courts of Ireland shall have jurisdiction to hear and determine any suit, action or proceedings that may arise out of or in connection with these Common Draft Terms and for such purposes irrevocably submits to the jurisdiction of such courts.

I. Annual audited accounts of the Transferor Company for the year ended 26 September 2015

Balance sheet
Financial year from 28/09/2014 to - 26/09/2015 (in EUR)

	Reference(s)	Current year	Previous year
A. Subscribed capital unpaid			
1. Subscribed capital not called			
II. Subscribed capital called but unpaid			
B. Formation expenses			
C. Fixed assets	3	568.291.40	692.247,98
I. Intangible fixed assets	3	210.364,44	110.944,59
1. Research and development costs			
2. Concessions, patents, licences, trade marks and similar rights and assets, if they were	3	210.364,44	110,944,59
a) acquired for valuable consideration and need not be shown under C.I.3	3	210.364,44	110.944,59
b) created by the undertaking itself			
3. Goodwill, to the extent that It was acquired for valuable consideration			
4. Payments on account and intangible fixed assets under development			
II. Tangible fixed assets	3	357.926,96	581.303,39
1. Land and buildings			
2. Plant and machinery			
3. Other fixtures and fittings, tools and equipment	3	357.926,96	581.303,39
4 Payments on account and tangible fixed assets under development			
III. Financial fixed assets			
1. Shares in affiliated undertakings			
2. Amounts owed by affiliated undertakings			
3 Shares in undertakings with which the undertaking is linked by virtue of participating interests			
4. Amounts owed by undertakings with which the undertaking is linked by virtue of participating interests			
5. Securities and other financial instruments held as fixed assets			
6. Loans and claims held as fixed assets			
7. Own shares or own corporate units			
D. Current assets		1.944.698.565,88	1.346.258.021,55
1. Inventories			
1. Raw materials and consumables			
2. Work and contracts in progress			
3. Finished goods and merchandise			
4. Payments on account			
II. Debtors		1.502.677.059,92	1.229.930.836,32
Trade receivables	14	262.932.359,98	157.412.096,43
a) becoming due and payable within one year	14	262.932.359,98	157.412.096,43
b) becoming due and payable after more than one year			
2. Amounts owed by affiliated undertakings	11	1.239.735.171,84	1.072.518.739,89
a) becoming due and payable within one year	11	1.239.735.171,84	1.072.518.739,89
b) becoming due and payable after more than one year			
3. Amounts owed by undertakings with which the undertaking is linked by virtue of participating interests			
a) becoming due and payable within one year			
b) becoming due and payable after more than one year			
4. Other receivables		9.528,10	

a) becoming due and payable within one year		9.528,10	
b) becoming due and payable after more than one year			
III. Transferable securities and other financial instruments			
1 Shares in affiliated undertakings and in undertakings with which the undertaking is linked by of participating interests			
2. Own shares or own corporate units			
3. Other transferable securities and other financial instruments			
IV. Cash at bank, cash in postal cheque accounts, cheques and cash in hand		442.021.505,96	116.327.185,23
E. Prepayments		1.330.346,47	8.573.771,37
TOTAL (ASSETS)		1.946.597.203,75	1.355.524.040,90
LIABILITIES			
A. Capital and reserves		273.772.785,92	161.829.009,07
I. Subscribed capital	4	12.500,00	12.500,00
II. Share premium and similar premiums			
III. Revaluation reserves			
IV. Reserves	5	25.383.800,00	20.332.000,00
1. Legal reserve	5	1.250,00	1.250,00
2. Reserve for own shares or own corporate units			
3. Reserves provided for by the articles of association			
4. Other reserves	5	25.382.550,00	20.330.750,00
V. Profit or loss brought forward		136.432.709,07	220.975.682.57
VI. Profit or loss for the financial year		111.943.776,85	100.508.826,50
VII. Interim dividends			-180.000.000,00
VIII. Capital investment subsidies			
IX. Temporarily not taxable capital gains			
B. Subordinated debts			
1. Convertible loans			
a) becoming due and payable within one year			
b) becoming due and payable after more than one year			
2. Non convertible loans			
a) becoming due and payable within one year			
b) becoming due and payable after more than one year			
C. Provisions			
1. Provisions for pensions and similar obligations			
2. Provisions for taxation			
3. Other provisions			
D. Non subordinated debts		1.245.301.645,17	804.556.273,64
1. Debenture loans			
a) Convertible loans			
i) becoming due and payable within one year			
ii) becoming due and payable after more than one year			
b) Non convertible loans			
i) becoming due and payable within one year			
ii) becoming due and payable after more than one year			
2 Amounts owed to credit institutions			
a) becoming due and payable within one year			
b) becoming due and payable after more than one year			
3 Payments received on account of orders as far as they are not deducted distinctly from inventories			
a) becoming due and payable within one year			
b) becoming due and payable after more than one year			
4 Trade creditors	6	856.768.080.92	554.510.507,30
a) becoming due and payable within one year	6	856.768.080.92	554.510.507.30

b) becoming due and payable after more than ore year			
5. Bills of exchange payable			
a) becoming due and payable within one year			
b) becoming due and payable after more than one year			
6. Amounts owed to affiliated undertakings	10	46.959.390.39	53.986.592.84
a) becoming due and payable within one year	10	46.959.390,39	53.986.592.84
b) becoming due and payable after more than one year			
7. Amounts owed to undertakings with which the undertaking is linked by virtue of participating interests			
a) becoming due and payable within one year			
b) becoming due and payable after more than ore year			
8. Tax and social security debts		185.102.318,85	67.989.230,67
a) Tax debts		184.979.460,14	67.960.728,08
b) Social security debts		122.858,71	28.502,59
9. Other creditors	15	156.471.855,01	128.069.942,83
a) becoming due and payable within one year	15	156.471.855,01	128.069.942,83
b) becoming due and payable after more than one year			
E. Deferred income	16	427.522.772,66	389.138.758.19
TOTAL (LIABILITIES)		1.946.597.203,75	1.355.524.040,90

Profit and loss account
Financial year from 28/09/2014 to 26/09/2015 (in EUR)

	Reference(s)	Current year	Previous year
A. CHARGES			
1. Use of merchandise, raw materials and consumable materials	12	2.454.155.907,86	1.936.611.836,73
2. Other external charges	13	397.871.887,34	273.896.674,49
3. Staff costs		2.699.536,15	2.400.398,19
a) Salaries and wages		2.595.476,84	1.995.099,72
b) Social security or salaries and wages		-115.463,58	194.580,99
c) Supplementary pension costs		219.522,89	210.717,48
d) Other social costs			
4. Value adjustments		21.772.075,30	18.499.015,95
a) on formation expenses and on tangible and intangible fixed assets		278.816,84	229.696,06
b) on current assets		21.493.258,46	18.269.319,89
5. Other operating charges			
6. Value adjustments and fair value adjustments on financial fixed assets			
7. Value adjustments and fair value adjustments on financial current assets. Loss on disposal of transferable securities			
8. Interest and other financial charges		33.240.058,41	9.903.912,94
a) concerning affiliated undertakings			
b) other interest and similar financial charges		33.240.058,41	9.903.912,94
9. Share of losses of undertakings accounted for under the equity method			
10. Extraordinary charges			
11. Income tax		46.185.987,64	41.489.966,23
12. Other taxes not included in the previous caption			
13. Prof it for the financial year		111.943.776,85	100.508.826,50
TOTAL CHARGES		3.067.869.229,55	2.383.310.631,03
B. INCOME			
1. Net turnover	9	3.060.104.347,51	2.373.838.218,71
2. Change in inventories of finished goods and of work and contracts in progress			

3. Fixed assets under development		
4. Reversal of value adjustments		
a) on formation expenses and on tangible and intangible fixed assets		
b) on current assets		
5. Other operating income	1.320,00	
6. Income from financial fixed assets		
a) derived from affiliated undertakings		
b) other income from participating interests		
7. Income from financial current assets		
a) derived from affiliated undertakings		
b) other income from financial current assets		
8. Other interest and other financial income	7.763.562,04	9.472.412,32
a) derived from affiliated undertakings	7,245.769,59	5.341.478,79
b) other interest and similar financial income	517.792,45	4.130.933,53
9. Share of profits of undertakings accounted for under the equity method		
10. Extraordinary income		
13. Loss for the financial year	0,00	0,00
TOTAL INCOME	3.067.869.229,55	2.383.310.631,03

The notes in the annex form an integral part of the annual accounts

1. General. iTunes S.à r.l. (the "Company") was incorporated under the laws of Luxembourg on June 4. 2004 under the legal form of a Société à Responsabilité Limitée (S.à r.l.). The Company is established for an unlimited period and is a wholly-owned subsidiary of Apple Distribution International.

These audited accounts cover the financial period from 28 September 2014 to 26 September 2015 as compared to the previous financial period from 29 September 2013 to 27 September 2014.

The registered office of the Company is at 31-33, Rue Sainte Zithe, L-2763 Luxembourg and the Company is registered with the Register of Commerce of Luxembourg under Section D 101.120.

The Company is included in the consolidated accounts of Apple Inc., California / USA. Copies of the consolidated accounts may be obtained from www.sec.gov.

The main purpose of the Company is the sale and distribution of digital content and applications via the internet and other electronic and communication networks.

2. Significant accounting policies.

2.1 Basis of presentation

General principles

The annual accounts have been prepared in accordance with Luxembourg legal and regulatory provisions and with generally accepted accounting principles. The annual accounts comply with the Law of 19 December 2002 as amended, regarding the corporate trade register as well as the corporate bookkeeping and annual accounts.

2.2 Basis of conversion for items originally expressed in foreign currency

The Company maintains its accounting records in euro ("EUR") and the balance sheet and profit and loss account are expressed in this currency.

Income and charges are translated at the exchange rates ruling at the end of the previous financial month.

Fixed assets are valued using historical exchange rates.

Monetary assets and liabilities expressed in foreign currencies are translated into euro at the rates of exchange in effect at the balance sheet date.

Realized gains and losses are recognized in the profit and loss account.

Unrealized exchange gains and losses are not recognized unless they relate to cash and highly liquid assets and liabilities that are subject to an insignificant risk of change in value.

2.3 Debtors

Debtors are stated at their nominal value. Value adjustments are recorded if the net realizable value is lower than the book value and are based on management's assessment of the collestability of customer accounts. The Company records a bad debt allowance for trade receivables based on multiple factors including historical experience with bad debt.

2.4 Creditors

Creditors are stated at their nominal value.

2.5 Revenue recognition

Net turnover consists primarily of revenue from the sale of digital content. The Company recognizes revenue when persuasive evidence of an arrangement exists, the sales price is fixed or determinable, and collection is probable. In the case of prepaid products, revenue is deferred and recognized as electronic files are requested for download by the one user. The Company recognises revenue of unused gift card balances using rates based on historical usage patterns. Unused balances are amortised over 6 months when the likelihood of further redemptions by holders is deemed remote.

The Company records reductions to revenue tor estimated commitments related to customer incentive programs, including sales programs and volume-based incentives arranged by retailers selling prepaid products on the Company's behalf. For customer incentive programs, the estimated cost of these programs is recognised during the period in which the program is offered.

Net turnover also consists of revenue front the sale of third party applications and eBooks. In such transactions, the Company acts as a commissionaire and not as the primary obligor. Accordingly, the recognised revenue for turnover made as commissionaire is the commission retained.

2.6 Intangible assets

Intangible assets are valued at acquisition cost including the expenses incidental thereto or at production cost, less accumulated amortisation charge and value adjustments for permanent impairment in value. These value adjustments are not continued if the reasons for which they were made have ceased to apply.

The amortisation rates and methods applied are as follows:

	Rate of Amortisation	Amortisation Method
Licenses & Similar Rights	20%	Straight line basis

2.7 Tangible assers

Tangible assets are valued at acquisition cost including the expenses incidental thereto or at production cost. Tangible assets are depreciated over their estimated useful economic lives.

The depreciation rates and methods applied are as follows:

	Rate of Depreciation	Depreciation Method
Fixtures and fittings, tools and equipment	20%	Straight line basis

Additional value adjustments are recorded for any permanent impairment in value. These value adjustments arc not continued if the reasons for which they were made ceased to apply.

2.8 Prepayments

This asset item includes a payment made during the financial year relating to the subsequent financial year.

3 Fixed assets. Property, plant, and equipment are stated at cost. Depreciation is computed by use of the straight-line method over the estimated useful lives of the assets, which is up to 5 years for equipment, and the shorter of lease terms or 10 years for leasehold improvements.

	Licences & Similar Rights	Furniture & Fittings, Toots & Equipment	Total
	EUR	EUR	EUR
Cost			
At beginning of year	143,234	1,314,008	1,457,242
Additions Disposals	154,860	-	154,860
At end of year	298,094	1,314,008	1,612,102
Accumulated depreciation			
A beginning of year	32,289	732,706	764,995
Charge for year	55,440	223,376	278,816
At end of year	87,729	956,082	1,043,811
Net book value			
At 26 September 2015	210,365	357,926	568,291
At 27 September 2014	110,945	581,302	692,247

4. Subscribed capital. As of September 26. 2015 and September 27, 2014, the subscribed capital amounts to EUR 12,500 divided into 500 shares with a par value of EUR 25 each.

5. Reserves. Legal reserve

Under Luxembourg law, the Company must appropriate annually at least 5% of its statutory net profit to a legal reserve until the aggregate reserve equals 10% of the subscribed share capital. Such reserve is not available tor distribution.

Other reserves

In accordance with Luxembourg company law, the Company elected to reduce its net wealth tax liability by maintaining a special reserve equal to five times the estimated net wealth lax liability. This reserve must be maintained for a period of

at least five years following the year during which the net wealth tax liability was reduced. Such reserve is not available for distribution. As of September 26, 2015, the reserve was EUR 25,382,550 (2014: EUR 20.330,750).

6. Trade creditors. As at September 26. 2015, trade creditors consist of the following:

	September 26, 2015 EUR	September 27, 2014 EUR
Amounts due and payable after less than one year	856,768,081	554,510,507
	856,768,081	554,510,507

Trade creditors consist primarily of amounts due to child party app developers and royalty vendors.

7. Taxation. The Company is subject to all taxes applicable to a commercial company under Luxembourg law. As of 26 September 2015, the tax charge recorded in the books of the Company is BUR 46,185,988.

The provision for taxation consists of corporate tax estimates for the financial period ended September 26, 2015. The estimates are calculated by the Company.

The Company has been fully assessed up to 27 September 2014 by the Luxembourg lax Authorities.

8. Number of employees. The Company employed an average of 24.5 staff (2014: 21.5). during the financial period.

9. Net turnover. Net turnover consists primarily of the sale of digital content via the Internet from Luxembourg. The Company does not disclose net turnover by categories of activity and geographical markets as prescribed in Article 65 (I) 8° in the law of 19 December 2002. Management notes that the provisions under Article 65 (I) 8° arc only required to the extent where, front the point of organization of the sale of the products and the provision of the services corresponding to the ordinary activities of the Company, the categories and markets significantly differ between themselves. The categories and markets, in relation to the net turnover of the Company, do not significantly differ and as such, no disclosure is considered necessary.

10. Amounts owed to affiliated undertakings. Amounts owed to affiliated undertakings represent amounts due for support services provided by affiliated companies as well as amounts due for the sale of Apple-branded content on the iTunes Store The amounts payable to these affiliates were EUR 46,959.390 as at September 26, 2015 (2014; EUR 53.986,593)

11. Amounts owed by affiliated undertakings. The amounts owed by affiliated undertakings consist mainly of transactions related to cash pooling arrangements and are due and payable on demand. During 2015, the Company holds its deposit with another Apple Inc. affiliate, who has a treasury function within the Group of EUR 1,237.414,350 (2014: EUR 1.024,285,573).

12. Raw materials & consumables. Raw Materials & Consumables as of September 26, 2015 were EUR 2,454,155,908 (2014: EUR 1,936,611,837). These consist of royalties and fees paid to content providers and other rightsholders, including group companies, for the use of video and sound recordings and musical compositions, in order to provide digital content to consumers.

13. Other external charges. Other external charges as of September 26. 2015 were EUR 397,871,887 (2014: EUR 273,896,674). These primarily consist of credit card fees and internet/bandwidth costs. Additional costs include those support services provided by other group companies.

14. Trade debtors. As at September 26, 2015 trade debtors consist of the following:

	September 26, 2015 EUR	September 27, 2014 EUR
Outstanding billed revenues	266,209.036	160.269.696
Provision for doubtful accounts	(3,276,676)	(2,857.600)
	262.932.360	157.412.096

Trade receivables consist primarily of amounts owed by credit card acquirers und gin-card integrators.

15. Other creditors. As at September 26, 2015 other creditors are summarized as follows:

	September 26, 2015 EUR	September 27, 2014 EUR
Royalties for use of sound recordings find musical compositions	101.179,216	99,169,269
Other	55,292,639	28,900,673
	156,.471,855	128,069,942

Other creditors consist primarily of rightsholders who are entitled to claim royalties for use of rights in sound recordings and musical compositions, incurred in order to obtain the right to distribute digital content. The rates at which royalties for use of musical compositions are paid can be disputed in certain territories. In some instances in the past, the Company had established escrow accounts jointly in its name and the name(s) of the other parties subject to the dispute. At the end of September 26, 2015, there were no escrow accounts held off Balance Sheet.

16. Deferred income. As at September 26, 2015 the Deferred Income liability is EUR 427,522.773 (2014. EUR 389,138.758). This consists primarily of deferred revenue arising from the sale of iTunes gift-cards. Included in deferred income arc amounts of EUR 18.492.018 (2014: EUR 25.160.379) that will be earned over a period greater than f year.

17. Litigation; Investigatory Matters. The Company is subject to various law suits and litigations that arise in the ordinary course of business. Management is of the opinion that the ultimate outcome of such matters is not anticipated to have a material adverse effect on the Company's financial position.

From time 10 time the Company is the subject of certain governmental inquiries into certain aspects of its business. Management is of the opinion that the outcome of any such inquiries is not anticipated to have a material adverse affect on the Company's financial condition.

18. Audit fees. For the year ended 26 September 2015, the Company has incurred charges - both billed and accrued from its independent auditor of EUR 77,420 (2014: EUR 56.735).

19. Subsequent events. No significant events have arisen since the year-end.

II. Constitution of the Successor Company

1. Private Company.

1.1 The name of the Company is Apple Software Services Limited.

1.2 The Company is a private company limited by shares, registered under Part 2 of the Act.

1.3 The liability of the members is limited.

1.4 The share capital of the Company is divided into ordinary shares of €0.001 each.

2. Interpretation.

2.1 In this Constitution:

"Act" means the Companies Act 2014 and every statutory modification or re-enactment thereof for the time being in force;

"Company" means Apple Software Services Limited;

"Constitution" has the meaning set out in regulation 2.2;

"director" means a director of the Company and the "directors" means the directors or any of them acting as the board of directors of the Company;

"dividend" means dividend or bonus;

"EEA Agreement" means the Agreement on the European Economic Area signed at Oporto on 2 May 1992, as adjusted by the Protocol signed at Brussels on 17 March 1993;

"EEA state" means a state, including the State, which is a contracting party to the EEA Agreement;

"electronic communication", "electronic signature" and "advanced electronic signature" each has the meaning set out in the Electronic Commerce Act 2000;

"holder" in relation to shares means the member whose name is entered in the register of members as the holder of the shares;

"ordinary resolution" means a resolution passed by a simple majority of the votes cast by members of the Company as, being entitled to do so, vote in person or by proxy at a general meeting of the Company;

"paid" means paid or credited as paid;

"registered person" means such person as is authorised to bind the Company in accordance with section 39 of the Act;

"regulations" means provisions of this Constitution, as amended from time to time;

"secretary" means the secretary of the Company or any other person appointed to perform the duties of the secretary of the Company, including a joint, assistant or deputy secretary;

"single-member company" means a company which, for whatever reason, has, for the time being, a sole member (and this applies notwithstanding a stipulation in this Constitution that there be two members, or a greater number);

"special resolution" means a resolution passed by not less than 75 per cent of the votes cast by such members of the Company as, being entitled to do so, vote in person or by proxy at a general meeting of the Company;

"State" means the Republic of Ireland;

2.2 The optional provisions of the Act (as defined by section 54 of the Act) shall apply to the Company save to the extent that they are excluded or modified by this constitution and such optional provisions (as so excluded or modified) together with the regulations contained in this constitution shall constitute the regulations of the Company (the "Constitution");

2.3 Words denoting the singular number include the plural number and vice versa and words denoting a gender include each gender;

2.4 Words or expressions contained in this Constitution which are not defined in this Constitution but are defined in the Act have the same meaning as in the Act at the date of adoption of this Constitution unless inconsistent with the subject or context;

2.5 Headings are inserted for convenience only and do not affect the construction of this Constitution;

2.6 Any reference to a "person" shall be construed as a reference to any individual, firm, company, corporation, undertaking, government, state or agency of a state or any association or partnership (whether or not having separate legal personality);

2.7 Powers of delegation shall not be restrictively construed but the widest interpretation shall be given to them and except where expressly provided by the terms of delegation, the delegation of a power shall not exclude the concurrent exercise of that power by any other person who is for the time being authorised to exercise it under this Constitution or under another delegation of the power;

2.8 References to "writing" mean the representation or reproduction of words, symbols or other information in a visible form by any method or combination of methods, and "written" shall be construed accordingly; and

2.9 Any reference to any statute, statutory provision or to any order or regulation shall (save as expressly provided in this Constitution) be construed as a reference to the statute, statutory provision, order or regulation as extended, modified, amended, replaced or re-enacted from time to time (whether before or after the date of adoption of this Constitution) and all statutory instruments, regulations and orders from time to time made thereunder or deriving validity therefrom (whether before or after the date of adoption of this Constitution).

Corporate capacity and authority

3. Registered Person. Where the board of directors authorises any person as being a person entitled to bind the Company (not being an entitlement to bind that is, expressly or impliedly, restricted to a particular transaction or class of transactions), the Company may notify the Registrar of the authorisation in accordance with section 39 of the Act.

4. Powers of Attorney. The Company may empower any person, either generally or in respect of any specified matters, as its attorney, to execute deeds or do any other matter on its behalf in any place whether inside or outside the State. A deed signed by such attorney on behalf of the Company shall bind the Company and have the same effect as if it were under its common seal.

5. The Common Seal.

5.1 The Company shall have a common seal or seals that shall state the Company's name, engraved in legible characters.

5.2 The Company's seal shall be used only by the authority of its directors, or of a committee of its directors authorised by its directors in that behalf. Any instrument to which the Company's seal shall be affixed shall be:

5.2.1 signed by a director and be countersigned by the secretary or by a second (if any) director of it or by some other person appointed for the purpose by its directors or by a foregoing committee of them; or

5.2.2 signed by a person (including a director) appointed for the purpose by its directors or a committee of its directors authorised by its directors in that behalf.

5.3 Where at any time there is only one director appointed to the Company, the instrument to which the seal is affixed shall be signed by that sole director and shall not require countersignature by a second person. The sole director may authorise the secretary, or any other person appointed for the purpose, to sign any instrument to which the Company's seal is affixed in place of that sole director.

5.4 If there is a registered person in relation to the Company, the Company's seal may be used by such person and any instrument to which the Company's seal shall be affixed when it is used by the registered person shall be signed by that person and countersigned:

5.4.1 by the secretary or a director; or

5.4.2 by some other person appointed for the purpose by its directors or a committee of its directors authorised by its directors in that behalf.

5.5 Any instrument to which the common seal is affixed shall not be signed by the same person acting both as director and secretary.

5.6 Section 43(2) and section 43(3) of the Act do not apply.

6. Power for Company to have Official Seal for use Abroad.

6.1 The Company may have for use in any place abroad (being a territory, district or place not situate in the State) an official seal which shall resemble the common seal of the Company with the addition on its face of the name of every place abroad where it is to be used.

6.2 A deed or other document to which an official seal is duly affixed shall bind the Company as if it had been sealed with the common seal of the Company.

6.3 If the Company has an official seal for use in any place abroad it may, by writing under its common seal, authorise any person appointed for the purpose in that place (the "agent") to affix the official seal to any deed or other document to which the Company is party in that place.

6.4 The authority of the agent shall, as between the Company and any person dealing with the agent, continue during the period, if any, mentioned in the instrument conferring the authority, or, if no period is there mentioned, then until the notice of revocation or determination of the agent's authority has been given to the person dealing with him or her.

6.5 The person affixing an official seal shall, by writing under his or her hand, certify on the deed or other instrument to which the seal is affixed, the date on which and the place at which it is affixed.

Share capital, Shares and other instruments

7. Shares.

7.1 Shares in the capital of the Company shall have a nominal value.

7.2 The Company may allot shares:

7.2.1 of different nominal values;

7.2.2 of different currencies;

7.2.3 with different amounts payable on them; or

7.2.4 with a combination of two or more of the foregoing characteristics.

7.3 Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares, any share in the Company may be issued with such preferred, deferred or other special rights or such restrictions, whether in regard to dividend, voting, return of capital or otherwise, as the Company may from time to time by ordinary resolution determine.

7.4 The Company may allot shares that are redeemable, which shall be known as "redeemable shares".

7.5 The shares or other interest of any member in the Company shall be personal estate and shall not be of the nature of real estate.

7.6 Except as required by law, no person shall be recognised by the Company as holding any share upon any trust and the Company shall not be bound by or be compelled in any way to recognise (even when having notice of it):

7.6.1 any equitable, contingent, future or partial interest in any share or any interest in any fractional part of a share; or

7.6.2 save only as the Act or other law otherwise provides, any other rights in respect of any share, except an absolute right to the entirety of it in the registered holder.

7.7 The foregoing regulation shall not preclude the Company from requiring a member or a transferee of shares to furnish the Company with information as to the beneficial ownership of any share when such information is reasonably required by the Company.

7.8 The Company shall not have power to issue any bearer instrument.

7.9 The number of members of the Company shall not exceed 149 but, in reckoning that limit, there shall be disregarded any of the following persons:

7.9.1 a person in the employment of the Company who is a member of it;

7.9.2 a person who, having been formerly in the employment of the Company, was, while in that employment, and has continued after the termination of the employment to be, a member of it.

7.10 Where two or more persons hold one or more shares in the Company jointly, they shall, for the purposes of this regulation, be treated as a single member.

8. Limitation on Offers of Securities to the Public.

8.1 The Company shall not:

8.1.1 make:

(a) any invitation to the public to subscribe for; or

(b) any offer to the public of,

any shares, debentures or other securities of the Company; or

8.1.2 allot, or agree to allot, (whether for cash or otherwise) any shares in or debentures of the Company with a view to all or any of those shares or debentures being offered for sale to the public or being the subject of an invitation to the public to subscribe for them.

8.2 The Company shall:

8.2.1 neither apply to have securities (or interests in them) admitted to trading or to be listed on; nor

8.2.2 have securities (or interests in them) admitted to trading or listed on, any market, whether a regulated market or not, in the State or elsewhere.

9. Allotment of Shares.

9.1 The directors, or any committee of the directors authorised by the directors in that behalf, shall have at any time unconditional and general authority to allot any shares of the Company.

9.2 The directors, or any committee of the directors authorised by the directors in that behalf, may allot, grant options over or otherwise dispose of shares to such persons, on such terms and conditions and at such times as they may consider to be in the best interests of the Company and its shareholders.

9.3 The pre-emption provisions contained in section 69(6) of the Act shall not apply to any allotment of the Company's shares.

9.4 The application of section 69 of the Act shall be modified accordingly.

10. Calls on Shares.

10.1 Subject to regulation 10.2, the directors may from time to time make calls upon the members in respect of any moneys unpaid on their shares (whether on account of the nominal value of the shares or by way of premium).

10.2 Regulation 10.1 does not apply to shares where the conditions of allotment of them provide for the payment of moneys in respect of them at fixed times, 10.3 Each member shall (subject to receiving at least 14 days' notice specifying the time or times and place of payment) pay to the Company, at the time or times and place so specified, the amount called on the shares.

10.4 A person upon whom a call is made shall remain liable for calls made upon him notwithstanding the subsequent transfer of the shares in respect of which the call was made, 10.5 The application of section 77 of the Act shall be modified accordingly.

11. Lien.

11.1 The Company shall have a first and paramount lien on every share (not being a fully paid share) for all moneys (whether immediately payable or not) called, or payable at a fixed time, in respect of that share. The directors may at any time declare any share in the Company to be wholly or in part exempt from this regulation.

11.2 The Company's lien on a share shall extend to all dividends payable on it.

11.3 The Company may sell, in such manner as the directors think fit, any shares on which the Company has a lien, but no sale shall be made unless a sum in respect of which the lien exists is immediately payable and the conditions specified in section 80 of the Act are satisfied.

12. Forfeiture of Shares.

12.1 In accordance with section 81 of the Act, if a member of the Company fails to pay any call or instalment of a call on the day appointed for payment of it, the directors may, at any time thereafter during such time as any part of the call or instalment remains unpaid, serve a notice on the member requiring payment of so much of the call or instalment as is unpaid, together with any interest which may have accrued.

12.2 That notice shall:

(a) specify a further day (not earlier than the expiration of 14 days after the date of service of the notice) on or before which the payment required by the notice is to be made; and

(b) state that, if the amount concerned is not paid by the day so specified, the shares in respect of which the call was made will be liable to be forfeited.

12.3 Any forfeiture shall include all dividends or other moneys payable by the Company in respect of the forfeited shares and the application of section 81 of the Act shall be modified accordingly.

13 Financial Assistance for Acquisition of Shares. The Company may give any form of financial assistance that is permitted by the Act for the purpose of an acquisition made or to be made by any person of any shares in the Company or its holding company.

Variation in capital

14. Variation of Company Capital.

14.1 In accordance with section 83 of the Act, the Company may, by ordinary resolution, do any one or more of the following, from time to time:

14.1.1 consolidate and divide all or any of its shares into shares of a larger nominal value than its existing shares;

14.1.2 subdivide its shares, or any of them, into shares of a smaller nominal value, so however, that in the subdivision the proportion between the amount paid and the amount, if any, unpaid on each reduced share shall be the same as it was in the case of the share from which the reduced share is derived;

14.1.3 increase the nominal value of any of its shares by the addition to them of any undenominated capital;

14.1.4 reduce the nominal value of any of its shares by the deduction from them of any part of that value, subject to the crediting of the amount of the deduction to undenominated capital, other than the share premium account; and

14.1.5 convert any undenominated capital into shares for allotment as bonus shares to holders of existing shares.

15. Reduction in Company Capital. The Company is authorised to reduce its company capital in accordance with section 84 of the Act.

16. Variation of Rights attached to Special Classes of Shares. If at any time the share capital is divided into different classes of shares, the rights attached to any class (unless otherwise provided by the terms of issue of the shares of that class) may, in accordance with section 88 of the Act, whether or not the Company is being wound up, be varied or abrogated with the consent in writing of the holders of 75 per cent, in nominal value, of the issued shares of that class, or with the sanction of a special resolution passed at a separate general meeting of the holders of the shares of that class but not otherwise.

Transfer of shares

17. Transfer of Shares and Debentures.

17.1 In accordance with section 94 of the Act, a member may transfer all or any of his or her shares in the Company by instrument in writing in any usual or common form or any other form which the directors may approve.

17.2 The instrument of transfer of any share shall be executed by or on behalf of the transferor, save that if the share concerned (or one or more of the shares concerned) is not fully paid, the instrument shall be executed by or on behalf of the transferor and the transferee.

17.3 The transferor shall be deemed to remain the holder of the share until the name of the transferee is entered in the register of members of the Company in respect thereof.

17.4 The Company shall not register a transfer of shares in or debentures of the Company unless a proper instrument of transfer has been delivered to the Company.

17.5 Nothing in regulation 17.4 shall prejudice any power of the Company to register as shareholder or debenture holder, any person to whom the right to any shares in, or debentures of the Company, has been transmitted by operation of law.

17.6 A transfer of the share or other interest of a deceased member of the Company made by his or her personal representative shall, although the personal representative is not himself or herself a member of the Company, be as valid as if the personal representative had been such a member at the time of the execution of the instrument of transfer.

17.7 On application of the transferor of any share or interest in the Company, the Company shall enter in its register of members, the name of the transferee in the same manner and subject to the same conditions as if the application for the entry were made by the transferee.

18. Restrictions on Transfer.

18.1 The directors of the Company may in their absolute discretion, and without assigning any reason for doing so, decline to register the transfer of any share.

18.2 The directors' power to decline to register a transfer of shares (other than on account of a matter specified in 18.3) shall cease to be exercisable on the expiry of two months after the date of delivery to the Company of the instrument of transfer of the share.

18.3 The directors may decline to register any instrument of transfer unless:

18.3.1 a fee of €10.00 or such lesser sum as the directors may from time to time require, is paid to the Company in respect of it;

18.3.2 the instrument of transfer is accompanied by the certificate of the shares to which it relates and such other evidence as the directors may reasonably require to show the right of the transferor to make the transfer; and

18.3.3 the instrument of transfer is in respect of one class of share only.

18.4 If the directors refuse to register a transfer they shall, within two months after the date on which the transfer was lodged with the Company, send to the transferee notice of the refusal.

18.5 The registration of transfers of shares in the Company may be suspended at such times and for such periods, not exceeding in the whole 30 days in each year, as the directors may from time to time determine.

19. Transmission of Shares. Section 96 of the Act shall apply to the transmission of shares in the case of the death of a member of the Company.

20. Share Certificates.

20.1 In accordance with section 99 of the Act, a certificate under the common seal of the Company specifying any shares held by any member shall be prima facie evidence of the title of the member to the shares.

20.2 The Company shall, within two months after the date:

20.2.1 of allotment of any of its shares or debentures; or

20.2.2 on which a transfer of any such shares or debentures is lodged with the Company, complete and have ready for delivery the certificates of all shares and debentures allotted or, as the case may be, transferred, unless the conditions of issue of the shares or debentures otherwise provide.

21. Acquisition of Own Shares. The Company is authorised to acquire its own shares by purchase, or in the case of redeemable shares, by redemption or purchase in accordance with section 105 of the Act.

22 Distributions.

22.1 The Company may by ordinary resolution declare dividends in accordance with the respective rights of the members, but no dividend shall exceed the amount recommended by the directors.

22.2 The directors may pay interim dividends to members if it appears to them that such interim dividends are justified by the profits of the Company available for distribution. In paying such interim dividends the directors may satisfy such payment wholly or partly by the distribution of specific assets and in particular, but without limitation, of paid up shares, debentures or debenture stock of any other company or in any one or more of such ways, and where any difficulty arises in regard to such distribution, the directors may settle the same as they think expedient, and in particular may issue fractional

certificates and fix the value for distribution of such specific assets or any part thereof, may determine that cash payment shall be made to any members upon the footing of the value so fixed, in order to adjust the rights of all the parties, and may vest any such specific assets in trustees as may seem expedient to the directors.

22.3 If the share capital is divided into different classes, the directors may pay interim dividends on shares which confer deferred or non-preferred rights with regard to dividend as well as on shares which confer preferential rights with regard to dividend, but no interim dividend shall be paid on shares carrying deferred or non-preferred rights if, at the time of payment, any preferential dividend is in arrears. The directors may also pay at intervals settled by them any dividend payable at a fixed rate if it appears to them that the profits available for distribution justify the payment.

22.4 Provided the directors act in good faith they shall not incur any liability to the holders of shares conferring preferred rights for any loss they may suffer by the lawful payment of an interim dividend on any shares having deferred or non-preferred rights.

22.5 No dividend or interim dividend shall be paid otherwise than in accordance with the provisions of the Act relating to such distributions.

22.6 The directors may, before recommending any dividend, set aside out of the profits of the Company such sums as they think proper as a reserve or reserves which shall, at the discretion of the directors, be applicable for any purpose to which the profits of the Company may be properly applied, and pending such application may, at the like discretion, either be employed in the business of the Company or be invested in such investments as the directors may lawfully determine. The directors may also, without placing the profits of the Company to reserve, carry forward any profits which they way think it prudent not to distribute.

22.7 Subject to the rights of persons, if any, entitled to shares with special rights as to dividend, all dividends shall be declared and paid according to the amounts paid or credited as paid on the shares in respect whereof the dividend is paid, but no amount paid or credited as paid on a share in advance of calls shall be treated for the purposes of these regulations as paid on the share. All dividends shall be apportioned and paid proportionately to the amounts paid or credited as paid on the shares during any portion or portions of the period in respect of which the dividend is paid; but if any share is issued on terms providing that it shall rank for dividend as from a particular date, such share shall rank for dividend accordingly.

22.8 The directors may deduct from any dividend payable to any member all sums of money (if any) immediately payable by him or her to the Company on account of calls or otherwise in relation to the shares of the Company.

22.9 A general meeting of the Company declaring a dividend or bonus may direct payment of such dividend or bonus wholly or partly by the distribution of specific assets and in particular, but without limitation, of paid up shares, debentures or debenture stock of any other company or in any one or more of such ways, and the directors shall give effect to such resolution, and where any difficulty arises in regard to such distribution, the directors may settle the matter as they think expedient, and in particular may issue fractional certificates and fix the value for distribution of such specific assets or any part thereof and may determine that cash payments shall be made to any members upon the footing of the value so fixed, in order to adjust the rights of all the parties, and may vest any such specific assets in trustees as may seem expedient to the directors.

22.10 Any dividend, interest or other moneys payable in cash in respect of any shares may be paid:

(a) by cheque or negotiable instrument sent by post directed to or delivered to the registered address of the holder, or, where there are joint holders, to the registered address of that one of the joint holders who is first named on the register or to such person and to such address as the holder or joint holders may in writing direct and every such cheque or negotiable instrument shall be made payable to the order of the person to whom it is sent; or

(b) by agreement with the payee (which may either be a general agreement or one confined to specific payments), by direct transfer to a bank account nominated by the payee.

22.11 Any one of two or more joint holders may give valid receipts for any dividends or other moneys payable in respect of the shares held by them as joint holders, whether paid by cheque or negotiable instrument or direct transfer.

22.12 No dividend shall bear interest against the Company unless otherwise provided by the rights attached to the share in respect of which it is payable.

22.13 Any dividend which has remained unclaimed for twelve years from the date when it became due for payment shall, if the directors so resolve, be forfeited and cease to remain owing by the Company.

22.14 Section 124 and section 125 of the Act do not apply.

23. Bonus Issues.

23.1 In this regulation “relevant sum” means:

(a) any sum for the time being standing to the credit of the Company's undenominated capital;

(b) any of the Company's profits available for distribution; or

(c) any sum representing unrealised revaluation reserves.

23.2 The Company in general meeting may resolve that any relevant sum be capitalised and applied on behalf of the members who would have been entitled to receive that sum if it had been distributed by way of dividend and in the same proportions in or towards paying up in full unissued shares or debentures of the Company of a nominal value equal to the

relevant sum capitalised (such shares or debentures to be allotted and distributed credited as fully paid up to and amongst such holders and in the proportions as aforementioned).

23.3 The Company in general meeting may resolve that it is desirable to capitalise any part of a relevant sum which is not available for distribution, by applying such sum in paying up in full unissued shares to be allotted as fully paid bonus shares, to those members of the Company who would have been entitled to that sum if it were distributed by way of dividend (and in the same proportions).

23.4 The directors shall give effect to any resolution under regulations 23.2 and 23.3.

23.5 For that purpose the directors shall make:

23.5.1 all appropriations and applications of the undivided profits resolved to be capitalised by the resolution; and

23.5.2 all allotments and issues of fully paid shares, if any, and generally shall do all acts and things required to give effect to the resolution.

23.6 Without limiting the foregoing, the directors may:

23.6.1 make such provision as they think fit for the case of shares becoming distributable in fractions (and, again, without limiting the foregoing, may sell the shares represented by such fractions and distribute the net proceeds of such sale amongst the members otherwise entitled to such fractions in due proportions); and

23.6.2 authorise any person to enter, on behalf of all the members concerned, into an agreement with the Company providing for the allotment to them, respectively credited as fully paid up, of any further shares to which they may become entitled on the capitalisation concerned or, as the case may require, for the payment by the application thereto of their respective proportions of the profits resolved to be capitalised of the amounts remaining unpaid on their existing shares.

23.7 Any agreement made under such authority shall be effective and binding on all the members concerned.

23.8 Where the directors of the Company have resolved to approve a bona fide revaluation of all the fixed assets of the Company, the net capital surplus in excess of the previous book value of the assets arising from such revaluation may be:

23.8.1 credited by the directors to undenominated capital, other than the share premium account; or

23.8.2 used in paying up unissued shares of the Company to be issued to members as fully paid bonus shares.

23.9 The application of section 126 of the Act shall be modified accordingly.

Corporate governance

24. Company Secretary.

24.1 The Company shall have a secretary, who may be one of the directors. Where the Company has only one director, that person may not also hold the office of secretary of the Company.

24.2 The secretary shall be appointed by the directors for such term, at such remuneration and upon such conditions as they may think fit and any secretary so appointed may be removed by them.

25. Directors.

25.1 The Company shall have at least one director but not more than ten directors. If at any time there is no director appointed to the Company, the members of the Company shall pass an ordinary resolution appointing a person to act as director.

25.2 In accordance with section 137 of the Act, at least one of the directors shall be a person who is resident in an EEA state. This regulation shall not apply if the Company holds either:

25.2.1 a bond in the form prescribed by section 137 of the Act; or

25.2.2 a certificate stating that the Company has a real and continuous link with one or more economic activities that are being carried out in the State as prescribed by section 140 of the Act.

26. Appointment of Director.

26.1 Any purported appointment of a director without that director's consent shall be void.

26.2 The first directors shall be those persons determined in writing by the subscribers of the Constitution or a majority of them.

26.3 The directors may from time to time appoint any person to be a director, either to fill a casual vacancy or as an addition to the existing directors, but so that the total number of directors shall not at any time exceed the maximum number provided for in this Constitution.

26.4 Any director appointed to the Company shall not be required to retire at any annual general meeting.

26.5 The Company may from time to time, by ordinary resolution, increase or reduce the number of directors.

26.6 The Company may, by ordinary resolution, appoint another person in place of a director removed from office under section 146 of the Act and, without prejudice to the powers of the directors under regulation 26.3, the Company in general meeting may appoint any person to be a director either to fill a casual vacancy or as an additional director.

26.7 Subject to regulation 26.1, in the case of a single-member company, the sole member may appoint any person to be a director by serving a notice in writing on the Company which states that the named person is appointed director.

26.8 The application of section 144(3) of the Act shall be modified accordingly.

27. Removal of Directors.

27.1 In accordance with section 146 of the Act, the Company may by ordinary resolution remove a director before the expiration of his period of office notwithstanding any agreement between the Company and that director.

27.2 In addition to, and without prejudice to section 146 of the Act, the Company may, if it is a single-member company, remove any director before the expiration of his period of office notwithstanding any agreement between the Company and that director. Any decision by the sole member to remove a director shall be drawn up in writing and notified to the Company. The written decision of the sole member shall specify the effective date of the removal of such director. The removal of a director under this regulation shall be without prejudice to any claim such director may have for damages for breach of any contract of service between him and the Company. Notification of any such decision taken by the sole member of the Company shall be sent by the Company by recorded delivery to the director at his usual residential address as notified to the Company, or if not so notified, then to the address of the director last known to the Company.

28. Vacation of Office.

28.1 The office of director shall be vacated if:

28.1.1 the director is adjudicated bankrupt or being a bankrupt has not obtained a certificate of discharge in the relevant jurisdiction; or

28.1.2 the director becomes or is deemed to be subject to a disqualification order within the meaning of the Act; or

28.1.3 the director resigns his or her office by notice in writing to the Company or if he or she resigns his or her office by spoken declaration at any board meeting and such resignation is accepted by resolution of that meeting, in which case such resignation shall take effect at the conclusion of such meeting; or

28.1.4 the health of the director is such that he or she can no longer be reasonably regarded as possessing an adequate decision making capacity; or

28.1.5 a declaration of restriction is made in relation to the director and the Company does not satisfy the capital requirements prescribed in section 819 of the Act; or

28.1.6 a declaration of restriction is made in relation to the director and, notwithstanding that the Company satisfies the capital requirements prescribed in section 819 of the Act, his or her co-directors (or the members in the case of the Company having a sole director) resolve at any time during the currency of the declaration that his or her office be vacated; or

28.1.7 the director is sentenced to a term of imprisonment following conviction of an indictable offence; or

28.1.8 the director is for more than six months absent, without the permission of the directors, from meetings of the directors held during that period; or

28.1.9 the director is requested by his or her co-directors to vacate his or her office. Any such request shall be made in writing (and may be in counterparts) by letter, e-mail, facsimile or other means or alternatively shall be made orally at a board meeting at which such co-directors are present in person or by proxy, irrespective of whether the director in respect of whom the request is being made is present or not. The vacation of the said director's office as director shall take effect on the date the request is made or, if later, the date stated to be the effective date in that request or, if the request is made orally at a board meeting, with effect from the termination of the meeting. Notification of any request under this regulation shall be sent by the Company by recorded delivery to the director at his usual residential address as notified to the Company, or if not so notified, then to the address of the director last known to the Company.

28.2 The application of section 148(2) of the Act shall be modified accordingly.

29. Remuneration of Directors.

29.1 The remuneration of the directors shall be such as is determined, from time to time, by the board of directors and such remuneration shall be deemed to accrue from day to day.

29.2 The directors may also be paid all travelling, hotel and other expenses properly incurred by them in attending and returning from meetings of the directors or any committee of the directors, or general meetings of the Company, or otherwise in connection with the business of the Company.

29.3 The directors may provide benefits, whether by the payment of gratuities or pensions or by insurance or otherwise, for any director who has held but no longer holds any executive office or employment with the Company or with any body corporate which is or has been a subsidiary of the Company or a predecessor in business of the Company or of any such subsidiary, and for any member of his family (including a spouse and a former spouse) or any person who is or was dependent on him, and may (as well before as after he ceases to hold such office or employment) contribute to any fund and pay premiums for the purchase or provision of any such benefit.

29.4 Without prejudice to the provisions of regulation 29.2, the directors may exercise all the powers of the Company to purchase and maintain insurance for or for the benefit of any person who is or was:

29.4.1 a director, other officer, employee or auditor of the Company, or of any body corporate which is or was the holding company or subsidiary of the Company, or in which the Company or such holding company or subsidiary has or had any interest (whether direct or indirect) or with which the Company or such holding company or subsidiary is or was in any way affiliated or associated; or

29.4.2 a trustee of any pension fund in which employees of the Company or any other body corporate referred to in regulation 29.4.1 is or has been interested, including without limitation insurance against any liability incurred by such

person in respect of any act or omission in the actual or purported execution or discharge of his duties or in the exercise or purported exercise of his powers or otherwise in relation to his duties, powers or offices in relation to the relevant body or fund.

Proceedings of directors

30. General Power of Management and Delegation.

30.1 The business of the Company shall be managed by its directors, who may pay all expenses incurred in promoting and registering the Company and may exercise all such powers of the Company as are not, by the Act or by this Constitution, required to be exercised by the Company in general meeting, but subject to:

30.1.1 any regulations contained in this Constitution;

30.1.2 the provisions of the Act; and

30.1.3 such directions, not being inconsistent with the foregoing regulations or provisions, as the Company in general meeting may (by special resolution) give.

30.2 The directors may delegate any of their powers to such person or persons as they think fit, including committees. Any such committee shall, in the exercise of the powers so delegated, conform to any regulations that may be imposed on it by the directors.

31. Managing Director. In accordance with section 159 of the Act, the directors may from time to time appoint one or more of themselves to the office of managing director (by whatever name called) for such period and on such terms as to remuneration and otherwise as they see fit, and, subject to the terms of any agreement entered into in any particular case, may revoke such appointment.

32. Meetings of Directors and Committees.

32.1 The directors may meet together for the dispatch of business, adjourn and otherwise regulate their meetings as they think fit.

32.2 Questions arising at any such meeting shall be decided by a majority of votes and where there is an equality of votes, the chairperson shall have a second or casting vote.

32.3 A director may, and the secretary on the requisition of a director shall, at any time summon a meeting of the directors.

32.4 All directors shall be entitled to reasonable notice of any meeting of the directors but it shall not be necessary to give notice of a meeting of directors to any director who, being resident in the State, is for the time being absent from the State. 32.5 The quorum necessary for the transaction of the business of the directors may be fixed by the directors, and unless so fixed shall be two but, where the Company has a sole director, the quorum shall be one.

32.6 The continuing directors may act notwithstanding any vacancy in their number but, if and so long as their number is reduced below the number fixed by or pursuant to this Constitution as the necessary quorum of directors, the continuing directors or director may act for the purpose of increasing the number of directors to that number or of summoning a general meeting of the Company but for no other purpose.

32.7 The directors may elect a chairperson of their meetings and determine the period for which he or she is to hold office, but if no such chairperson is elected, or, if at any meeting the chairperson is not present within 15 minutes after the time appointed for holding it, the directors present may choose one of their number to be chairperson of the meeting.

32.8 The directors may establish one or more committees consisting in whole or in part of members of the board of directors.

32.9 A committee established under this Constitution may elect a chairperson of its meetings; if no such chairperson is elected, or if at any meeting the chairperson is not present within 15 minutes after the time appointed for holding it, the members of the committee present may choose one of their number to be chairperson of the meeting.

32.10 A committee may meet and adjourn meetings as it thinks proper.

32.11 Questions arising at any meeting of a committee shall be determined by a majority of votes of the members of the committee present, and where there is an equality of votes, the chairperson shall have a second or casting vote.

32.12 The application of section 160 of the Act shall be modified accordingly.

33. Written Resolutions of Directors.

33.1 A resolution in writing signed by all the directors of the Company, or by all the members of a committee of them, and who are for the time being entitled to receive notice of a meeting of the directors or, as the case may be, of such a committee, shall be as valid as if it had been passed at a meeting of the directors or such a committee duly convened and held. A resolution executed by an alternate director need not also be signed by his appointer.

33.2 A resolution referred to in regulation 33.1 may be signed by electronic signature, advanced electronic signature or otherwise as approved by the directors.

33.3 Subject to regulation 33.4, where one or more of the directors (other than a majority of them) would not, by reason of:

(a) the Act or any other enactment;

(b) the Constitution; or

(c) a rule of law,

be permitted to vote on a resolution such as is referred to in regulation 33.1, if it were sought to pass the resolution at a meeting of the directors duly convened and held, then such a resolution, notwithstanding anything in regulation 33.1, shall be valid for the purposes of that regulation if the resolution is signed by those of the directors who would have been permitted to vote on it had it been sought to pass it at such a meeting.

33.4 In a case falling within regulation 33.3, the resolution shall state the name of each director who did not sign it and the basis on which he or she did not sign it.

33.5 For the avoidance of doubt, nothing in the preceding regulations dealing with a resolution that is signed by other than all of the directors shall be read as making available, in the case of an equality of votes, a second or casting vote to the one of their number who would, or might have been, if a meeting had been held to transact the business concerned, chairperson of that meeting.

33.6 The resolution referred to in regulation 33.1 may consist of several documents in like form each signed by one or more directors and for all purposes shall take effect from the time that it is signed by the last director.

33.7 The application of section 161 of the Act shall be modified accordingly.

34. Meetings of Directors by Conference.

34.1 A meeting of the directors or of a committee of them may consist of a conference between some or all of the directors or, as the case may be, members of the committee who are not all in one place, but each of whom is able (directly or by means of telephonic, video or other electronic communication) to speak to each of the others and to be heard by each of the others and:

34.1.1 a director or member of a committee taking part in such a conference shall be deemed to be present in person at the meeting and shall be entitled to vote and be counted in a quorum accordingly; and

34.1.2 such a meeting shall be deemed to take place in such location as the directors, or members of the committee, decide and failing that where the chairperson of the meeting is located.

34.2 Subject to the other provisions of the Act, a director may vote in respect of any contract, appointment or arrangement in which he or she is interested and he or she shall be counted in the quorum present at the meeting.

34.3 The application of section 161 of the Act shall be modified accordingly.

35. Holding of any other Office or Place of Profit under the Company by Director.

35.1 A director may hold any other office or place of profit under the Company (other than the office of statutory auditor) in conjunction with his or her office of director for such period and on such terms as to remuneration and otherwise as the directors may determine.

35.2 No director or intending such director shall be disqualified by his or her office from contracting with the Company either with regard to his or her tenure of any such other office or place of profit or as vendor, purchaser or otherwise.

35.3 In particular, neither shall:

35.3.1 any contract with respect to any of the matters referred to in regulation 35.2, nor any contract or arrangement entered into by or on behalf of the Company in which a director is in any way interested, be liable to be avoided; nor 35.3.2 a director so contracting or being so interested be liable to account to the Company for any profit realised by any such contract or arrangement, by reason of such director holding that office or of the fiduciary relation thereby established.

36. Counting of Director in Quorum and Voting at Meeting at which Director is Appointed.

36.1 A director of the Company, notwithstanding his or her interest, may be counted in the quorum present at any meeting at which:

36.1.1 that director or any other director is appointed to hold any such office or place of profit under the Company as is mentioned in regulation 35.1; or

36.1.2 the terms of any such appointment are arranged, and he or she may vote on any such appointment or arrangement other than his or her own appointment or the arrangement of the terms of it.

37. Duty of Director to Disclose his or her Interest in Contracts made by Company In accordance with section.

231 of the Act, it shall be the duty of a director who is in any way, whether directly or indirectly, interested in a contract or proposed contract with the Company, to declare the nature of his or her interest to the Company.

38. Alternate Directors.

38.1 Any director (the "appointer") of the Company may from time to time appoint any other director of it or any other person to be an alternate director (the "appointee") as respects him or her.

38.2 The appointee may act as alternate director to represent more than one director, and an alternate director shall be entitled at meetings of the directors, or any committee of the directors, to one vote for every director whom he represents (and who is not present) in addition to his own vote (if any) as a director, but he shall count as only one for the purpose of determining whether a quorum is present at the meeting.

38.3 The appointee, while he or she holds office as an alternate director, shall be entitled:

(a) to notice of meetings of the directors;

(b) to attend at such meetings as a director; and

(c) in place of the appointer, to vote at such meetings as a director,

but shall not be entitled to be remunerated otherwise than out of the remuneration of the appointer.

38.4 Any appointment under this section shall be effected by notice in writing given by the appointer to the Company.

38.5 Any appointment so made may be revoked at any time by the appointer or by a majority of the other directors or by the Company in general meeting.

38.6 Revocation of such an appointment by the appointer shall be effected by notice in writing given by the appointer to the Company.

38.7 An appointee shall cease to be an alternate director:

(a) if his appointer ceases to be a director; or

(b) on the happening of any event which, if he were a director, would cause him to vacate his office as director; or

(c) if he resigns his office by notice in writing to the Company.

38.8 The application of section 165 of the Act shall be modified accordingly.

39. Minutes of Proceedings of Directors.

39.1 The Company shall cause minutes to be entered in books kept for that purpose of:

(a) all appointments of officers made by its directors;

(b) the names of the directors present at each meeting of its directors and of any committee of the directors; and

(c) all resolutions and proceedings at all meetings of its directors and of committees of directors.

General meetings and resolutions

40 Annual General Meeting.

40.1 Subject to regulation 40.2 and 40.4, the Company shall in each year hold a general meeting as its annual general meeting in addition to any other meetings in that year and shall specify the meeting as such in the notices calling it and not more than 15 months shall elapse between the date of one annual general meeting of the Company and that of the next.

40.2 So long as the Company holds its first annual general meeting within 18 months after the date of its incorporation, it need not hold it in the year of its incorporation or in the following year.

40.3 The financial statements and report of the directors and the statutory auditors for a financial year shall be laid before a general meeting of the Company not later than nine months after the financial year end date.

40.4 The Company need not hold an annual general meeting in any year where all the members entitled (at the date of the written resolution referred to in this regulation) to attend and vote at such general meeting sign, before the latest date for the holding of that meeting, a unanimous written resolution:

40.4.1 acknowledging receipt of the financial statements that would have been laid before that meeting;

40.4.2 resolving all such matters as would have been resolved at that meeting; and

40.4.3 confirming no change is proposed in the appointment of the person (if any) who, at the date of the resolution, stands appointed as statutory auditor of the Company.

41. Location and means for holding General Meetings.

41.1 An annual general meeting of the Company or an extraordinary general meeting of it may be held inside or outside of the State.

41.2 If the Company holds its annual general meeting or any extraordinary general meeting outside of the State then, unless all of the members entitled to attend and vote at such meeting consent in writing to its being held outside of the State, the Company shall make, at the Company's expense, all necessary arrangements to ensure that members can by technological means participate in any such meeting without leaving the State.

41.3 A meeting referred to in the foregoing regulation may be held in two or more venues (whether inside or outside of the State) at the same time using any technology that provides members, as a whole, with a reasonable opportunity to participate.

42. Extraordinary General Meetings.

42.1 The directors of the Company may, whenever they think fit, convene an extraordinary general meeting. If, at any time, there are not sufficient directors capable of acting to form a quorum, any director or any member of it may convene an extraordinary general meeting in the same manner as nearly as possible as that in which meetings may be convened by the directors.

42.2 One or more members of the Company holding, or together holding, at any time not less than 50 per cent of the paid up share capital of the Company as, at that time, carries the right of voting at general meetings of the Company may convene an extraordinary general meeting of the Company.

42.3 The directors of the Company shall, on the requisition of one or more members holding, or together holding, at the date of the deposit of the requisition, not less than 10 per cent of the paid up share capital of the Company, as at the date

of the deposit carries the right of voting at general meetings of the Company, forthwith proceed duly to convene an extraordinary general meeting of the Company.

42.4 The requisition shall state the objects of the meeting and shall be signed by the requisitionists and deposited at the registered office of the Company and may consist of several documents in like form each signed by one or more requisitionists.

42.5 If the directors do not within 21 days after the date of the deposit of the requisition proceed to convene a meeting to be held within two months after that date (the "requisition date"), the requisitionists, or any of them representing more than 50 per cent of the total voting rights of all of them, may themselves convene a meeting, but any meeting so convened shall not be held after the expiration of three months after the requisition date.

42.6 Any reasonable expenses incurred by the requisitionists by reason of the failure of the directors to convene a meeting shall be repaid to the requisitionists by the Company and any sum so repaid shall be retained by the Company out of any sums due or to become due from the Company by way of fees or other remuneration in respect of their services to such of the directors as were in default.

42.7 For the purposes of regulations 42.3 to 42.6, the directors shall, in the case of a meeting at which a resolution is to be proposed as a special resolution, be deemed not to have duly convened the meeting if they do not give such notice of it as is required by section 181 of the Act.

42.8 A meeting convened under regulations 42.2 and 42.5 shall be convened in the same manner as nearly as possible as that in which meetings are to be convened by directors.

43. Persons entitled to Notice of General Meetings.

43.1 Notice of every general meeting of the Company ("relevant notice") shall be given to:

43.1.1 every member;

43.1.2 the personal representative of a deceased member of the Company, which member would, but for his or her death, be entitled to vote at the meeting;

43.1.3 the assignee in bankruptcy of a bankrupt member of the Company (being a bankrupt member who is entitled to vote at the meeting); and

43.1.4 the directors and secretary of the Company.

43.2 Unless the Company is entitled to and has availed itself of the audit exemption under sections 360 or 365 of the Act (and, where relevant, section 399 has been complied with in that regard), the statutory auditors of the Company shall be entitled to: 43.2.1 attend any general meeting of the Company;

43.2.2 receive all notices of, and other communications relating to, any general meeting which any member of the Company is entitled to receive; and

43.2.3 be heard at any general meeting which they attend on any part of the business of the meeting which concerns them as statutory auditors.

44. Notice of General Meetings.

44.1 A meeting of the Company, other than an adjourned meeting, shall be called:

44.1.1 in the case of the annual general meeting or an extraordinary general meeting for the passing of a special resolution, by not less than 21 days' notice;

44.1.2 in the case of any other extraordinary general meeting, by not less than seven days' notice.

44.2 A meeting of the Company shall, notwithstanding that it is called by shorter notice than that specified in regulation 44.1, be deemed to have been duly called if it is so agreed by:

44.2.1 all the members entitled to attend and vote at the meeting; and

44.2.2 unless no statutory auditors of the Company stand appointed in consequence of the Company availing itself of the audit exemption under sections 360 or 365 of the Act (and, where relevant, section 399 has been complied with in that regard), the statutory auditors of the Company.

44.3 A resolution may be proposed and passed as a special resolution at a meeting of which less than 21 days' notice has been given if it is so agreed by a majority in number of the members having the right to attend and vote at any such meeting, being a majority either:

44.3.1 together holding not less than 90 per cent in nominal value of the shares giving that right; or

44.3.2 together representing not less than 90 per cent of the total voting rights at that meeting of all the members.

44.4 Where notice of a meeting is given by posting it by ordinary prepaid post to the registered address of a member, then, for the purposes of any issue as to whether the correct period of notice for that meeting has been given, the giving of the notice shall be deemed to have been effected on the expiration of 24 hours following posting.

44.5 In determining whether the correct period of notice has been given by a notice of a meeting, neither the day on which the notice is served nor the day of the meeting for which it is given shall be counted.

44.6 The notice of a meeting shall specify:

(a) the place, the date and the time of the meeting;

(b) the general nature of the business to be transacted at the meeting;

(c) in the case of a proposed special resolution, the text or substance of that proposed special resolution; and

(d) with reasonable prominence a statement that:

(i) a member entitled to attend and vote is entitled to appoint a proxy using the form set out in section 184 of the Act to attend, speak and vote instead of him or her;

(ii) a proxy need not be a member; and

(iii) the time by which the proxy must be received at the Company's registered office or some other place within the State as is specified in the statement for that purpose.

44.7 The accidental omission to give notice of a meeting to, or the non-receipt of notice of a meeting by, any person entitled to receive notice shall not invalidate the proceedings at the meeting.

45. Quorum.

45.1 No business shall be transacted at any general meeting of the Company unless a quorum of members is present at the time when the meeting proceeds to business.

45.2 Two members of the Company present in person or by proxy at a general meeting of it shall be a quorum.

45.3 In the case of a single-member company, one member of the Company present in person or by proxy at a general meeting of it shall be a quorum.

45.4 If within 15 minutes after the time appointed for a general meeting a quorum is not present, then:

45.4.1 where the meeting has been convened upon the requisition of members, the meeting shall be dissolved;

45.4.2 in any other case:

(a) 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 directors may determine; and

(b) if at the adjourned meeting a quorum is not present within half an hour after the time appointed for the meeting, the members present shall be a quorum.

46. Proxies.

46.1 Subject to regulation 46.3, any member of the Company entitled to attend and vote at a meeting of the Company shall be entitled to appoint another person (whether a member or not) as his or her proxy to attend and vote instead of him or her.

46.2 A proxy so appointed shall have the same right as the member to speak at the meeting and to vote on a show of hands and on a poll.

46.3 A member of the Company shall not be entitled to appoint more than one proxy to attend on the same occasion.

46.4 The instrument appointing a proxy (the “instrument of proxy”) shall be in writing:

(a) under the hand of the appointer or of his or her attorney duly authorised in writing; or

(b) if the appointer is a body corporate, either under seal of the body corporate or under the hand of an officer or attorney of it duly authorised in writing.

46.5 The instrument of proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of that power or authority, shall be deposited at the registered office of the Company concerned or at such other place within the State as is specified for that purpose in the notice convening the meeting, and shall be so deposited not later than the 'appointed time' as defined in regulation 46.6.

46.6 The appointed time is:

(a) immediately before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote; or

(b) in the case of a poll, immediately before the time appointed for the taking of the poll, and the application of section 183(6) of the Act shall be modified accordingly.

46.7 The depositing of the instrument of proxy referred to in regulation 46.5 may, rather than it being effected by sending or delivering the instrument, be effected by communicating the instrument to the Company by electronic means, and this regulation likewise applies to the depositing of anything else referred to in regulation 46.5.

46.8 If regulation 46.5 or regulation 46.6 is not complied with, the instrument of proxy shall not be treated as valid.

46.9 Subject to regulation 46.10, a vote given in accordance with the terms of an instrument of proxy shall be valid notwithstanding the previous death or insanity of the appointer or revocation of the proxy or of the authority under which the proxy was executed or the transfer of the share in respect of which the proxy is given.

46.10 Regulation 46.9 does not apply if notice in writing of the occurrence of one of the events mentioned in that regulation is received by the Company concerned at its registered office before the commencement of the meeting or adjourned meeting at which the proxy is used.

46.11 Subject to regulation 46.12, if, for the purpose of any meeting of the Company, invitations to appoint as proxy a person or one of a number of persons specified in the invitations are issued at the Company's expense to some only of the

members entitled to be sent a notice of the meeting and to vote at it by proxy, any officer of the Company who knowingly and intentionally authorises or permits their issue in that manner shall be guilty of a category 3 offence.

46.12 An officer shall not be guilty of an offence under regulation 46.11 by reason only of the issue to a member, at his or her request in writing, of a form of appointment naming the proxy or of a list of persons willing to act as proxy if the form or list is available on request in writing to every member entitled to vote at the meeting by proxy.

47. Form of Proxy.

47.1 An instrument appointing a proxy shall be in the following form or a form as near to it as circumstances permit:

[name of Company] ("the Company")

[name of member] ("the Member") of [address of member] being a member of the Company hereby appoint/s [name and address of proxy] or failing him or her

[name and address of alternative proxy] as the proxy of the Member to attend, speak and vote for the Member on behalf of the Member at the (annual or extraordinary, as the case may be) general meeting of the Company to be held on the [date of meeting] and at any adjournment of the meeting.

The proxy is to vote as follows:

Voting instructions to Proxy (choice to be marked with an "x")

Number or description of resolution	In favour	Abstain	Against
1.			
2.			
3.			

Unless otherwise instructed the proxy will vote as he or she thinks fit.

Signature of Member

Date:

48. Representation of Bodies Corporate at Meetings of Companies.

48.1 A body corporate may, if it is a member of the Company, by resolution of its directors or other governing body authorise such person (in this section referred to as an "authorised person") as it thinks fit to act as its representative at any meeting of the Company or at any meeting of any class of members of the Company.

48.2 A body corporate may, if it is a creditor (including a holder of debentures) of the Company, by resolution of its directors or other governing body authorise such person (in this regulation also referred to as an "authorised person") as it thinks fit to act as its representative at any meeting of any creditors of the Company held in pursuance of the Act or the provisions contained in any debenture or trust deed, as the case may be.

48.3 An authorised person shall be entitled to exercise the same powers on behalf of the body corporate which he or she represents as that body corporate could exercise if it were an individual member of the Company, creditor or holder of debentures of the Company.

48.4 The chairperson of a meeting may require a person claiming to be an authorised person within the meaning of this section to produce such evidence of the person's authority as such as the chairperson may reasonably specify and, if such evidence is not produced, the chairperson may exclude such person from the meeting.

49. Proceedings at Meetings.

49.1 The chairperson, if any, of the board of directors shall preside as chairperson at every general meeting of the Company, or if there is no such chairperson, or if he or she is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act, the directors present shall elect one of their number to be chairperson of the meeting.

49.2 If at any meeting no director is willing to act as chairperson or if no director is present within 15 minutes after the time appointed for holding the meeting, the members present and entitled to vote shall choose one of the members present and entitled to vote to be chairperson of the meeting.

49.3 The chairperson may, with the consent of any meeting at which a quorum is present, and shall if so directed by the meeting, adjourn the meeting from time to time and from place to place.

49.4 No business shall be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.

49.5 When a meeting is adjourned for 30 days or more, notice of the adjourned meeting shall be given as in the case of an original meeting but, subject to that, it shall not be necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

49.6 Unless a poll is demanded in accordance with section 189 of the Act, at any general meeting:

(a) a resolution put to the vote of the meeting shall be decided on a show of hands; and

(b) a declaration by the chairperson that a resolution has, on a show of hands, been carried or carried unanimously, or by a particular majority, or lost, and an entry to that effect in the book containing the minutes of the proceedings of the

Company shall be conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against such resolution.

49.7 Where there is an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting at which the show of hands takes place or at which the poll is demanded, shall be entitled to a second or casting vote in addition to any other vote he or she may have.

49.8 The application of section 187 of the Act shall be modified accordingly.

50. Votes of Members.

50.1 Subject to any rights or restrictions for the time being attached to any class or classes of shares, where a matter is being decided:

(a) on a show of hands, every member present in person and every proxy shall have one vote, but so that no individual member shall have more than one vote; and

(b) on a poll, every member shall, whether present in person or by proxy, have one vote for each share of which he or she is the holder or for each €15 of stock held by him or her, as the case may be.

50.2 Where there are joint holders of a share, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders; and for this purpose, seniority shall be determined by the order in which the names of the joint holders stand in the register of members.

50.3 Each of the following:

(a) a member of unsound mind;

(b) a member who has made an enduring power of attorney;

(c) a member in respect of whom an order has been made by any court having jurisdiction in cases of unsound mind;

may vote, whether on a show of hands or on a poll, by his or her committee, donee of a registered enduring power of attorney, receiver, guardian or other person appointed by the foregoing court.

50.4 Any such committee, donee of an enduring power of attorney, receiver, guardian, or other person may speak and vote by proxy, whether on a show of hands or on a poll.

50.5 No member shall be entitled to vote at any general meeting of the Company unless all calls or other sums immediately payable by him or her in respect of shares in the Company have been paid.

50.6 No objection shall be raised to the qualification of any voter except at the meeting or adjourned meeting at which the vote objected to is given or tendered, and every vote not disallowed at such meeting shall be valid for all purposes.

50.7 Any such objection made in due time shall be referred to the chairperson of the meeting, whose decision shall be final and conclusive.

50.8 The application of section 188 of the Act shall be modified accordingly.

51. Unanimous Written Resolutions.

51.1 A resolution in writing signed by all the members of the Company for the time being entitled to attend and vote on such resolution at a general meeting (or being bodies corporate by their duly appointed representatives) shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held and if described as a special resolution shall be deemed to be a special resolution.

51.2 A resolution passed in accordance with regulation 51.1 shall be deemed to have been passed at a meeting held on the date on which it was signed by the last member to sign, and, where the resolution states a date as being the date of his or her signature thereof by any member, the statement shall be prima facie evidence that it was signed by him or her on that date.

51.3 If a resolution passed in accordance with regulation 51.1 is not contemporaneously signed, the Company shall notify the members, within 21 days after the date of delivery to it of the documents referred to in regulation 51.4, of the fact that the resolution has been passed.

51.4 The signatories of a resolution passed in accordance with regulation 51.1 shall, within 14 days after the date of its passing, procure delivery to the Company of the documents constituting the written resolution; without prejudice to the use of the other means of delivery generally permitted by the Act, such delivery may be effected by electronic mail or the use of a facsimile machine.

51.5 This regulation does not apply to a resolution to remove a director or a resolution to effect the removal of a statutory auditor from office, or so as not to continue him or her in office.

51.6 A resolution referred to in regulation 51.1 may be signed by electronic signature or advanced electronic signature.

52. Majority Written Resolutions.

52.1 A resolution in writing that is described as being an ordinary resolution and signed by the requisite majority of members of the Company concerned, such resolution having being circulated to all the members in accordance with the provisions of the Act shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held.

52.2 In regulation 52.1 “requisite majority of members” means a member or members who alone or together, at the time of the signing of the resolution concerned, represent more than 50 per cent of the total voting rights of all the members who, at that time, would have the right to attend and vote at a general meeting of the Company (or being bodies corporate by their duly appointed representatives).

52.3 A majority ordinary resolution shall be deemed to have been passed at a meeting held seven days after the date on which it was signed by the last member to sign, unless all of the members entitled to vote on the resolution sign a written waiver agreeing to the resolution being passed on such earlier date as may be specified in the resolution, being a date that is not earlier than the date of last signature of the resolution.

52.4 A resolution in writing that is described as being a special resolution and signed by the requisite majority of members such resolution having being circulated to all the members in accordance with the provisions of the Act, shall be as valid and effective for all purposes as if the resolution had been passed at a general meeting of the Company duly convened and held.

52.5 In regulation 52.4 “requisite majority of members” means a member or members who alone or together, at the time of the signing of the resolution concerned, represent at least 75 per cent of the total voting rights of all the members who, at that time, would have the right to attend and vote at a general meeting of the Company (or being bodies corporate by their duly appointed representatives).

52.6 A majority special resolution shall be deemed to have been passed at a meeting held 21 days after the date on which it was signed by the last member to sign, unless all of the members entitled to vote on the resolution sign a written waiver agreeing to the resolution being passed on such earlier date as may be specified in the resolution, being a date that is not earlier than the date of last signature of the resolution.

52.7 This regulation does not apply to a resolution to remove a director or a resolution to effect the removal of a statutory auditor from office, or so as not to continue him or her in office.

52.8 A resolution referred to in these regulations may be signed by electronic signature or advanced electronic signature.

53. Single-Member Companies - Absence of need to hold General Meetings.

53.1 All the powers exercisable by the Company in general meeting under this Constitution or the Act or otherwise shall be exercisable, in the case of a single-member company, by the sole member without the need to hold a general meeting for that purpose. 53.2 Subject to regulation 53.3, any provision of this Constitution and the Act which enables or requires any matter to be done or to be decided by the Company in general meeting, or requires any matter to be decided by a resolution of the Company, shall be deemed to be satisfied, in the case of a single-member company, by a decision of the member which is drawn up in writing and notified to the Company in accordance with this regulation.

53.3 Regulation 53.1 shall not empower the sole member of a single-member company to exercise the powers to remove a statutory auditor from, or not continue a statutory auditor in, office without holding the requisite meeting provided for in the Act.

54. Minutes of Proceedings of Meetings of the Company. The Company shall, as soon as may be after their holding or passing, cause minutes of all proceedings of general meetings of it, and the terms of all resolutions of it, to be entered in books kept for that purpose. All such books kept by the Company in pursuance of this regulation shall be kept at the same place.

55. Service of Notices on Members.

55.1 Any notice to be given, served, sent or delivered pursuant to this Constitution (save where it is to be given, served, sent or delivered by electronic means) shall be in writing.

55.2 A notice or document to be given, served, sent or delivered in pursuance of this Constitution may be given to, served on, sent or delivered to any member by the Company:

(a) by hand delivering it to the member or his authorised agent or where the member is a body corporate, to any officer of that body corporate;

(b) by leaving it at the registered address of the member;

(c) by sending it by post in a pre-paid letter addressed to the member at the registered address of the member;

(d) by sending it by courier in a pre-paid letter addressed to the member at the registered address of the member;

(e) by sending it by means of electronic mail or facsimile or other means of electronic communication approved by the directors to the address of the member notified to the Company by the member for such purpose (or if not so notified, then to the address of the member last known to the Company).

55.3 Any notice served, given, sent or delivered in accordance with the foregoing regulations shall be deemed, in the absence of any agreement to the contrary between the Company (or, as the case may be, the officer of it) and the member, to have been served, given, sent or delivered:

(a) in the case of hand delivery, at the time of delivery (or, if delivery is refused, when tendered);

(b) in the case of it being left, at the time that it is left;

(c) in the case of its being posted or couriered on any day other than a Friday, Saturday or Sunday, 24 hours after despatch and in the case of its being posted or couriered:

(i) on a Friday - 72 hours after despatch; or

(ii) on a Saturday or Sunday - 48 hours after despatch;

(d) in the case of electronic means being used in relation to it, 12 hours after despatch.

55.4 In the case of joint holders of a share, all notices or other documents shall be sent to the joint holder whose name stands first in the register in respect of the joint holding. Any notice or other document so sent shall be deemed for all purposes sent to all the joint holders.

55.5 Every member shall be bound by a notice served, given, sent or delivered as aforesaid notwithstanding that the Company may have notice of the death, insanity, bankruptcy, liquidation or disability of such member.

55.6 Notwithstanding anything contained in these regulations the Company shall not be obliged to take account of or make any investigations as to the existence of any suspension or curtailment of postal services within or in relation to all or any part of any jurisdiction or other area other than Ireland.

55.7 The signature (whether electronic signature, an advanced electronic signature or otherwise) to any notice to be given by the Company may be written (in electronic form or otherwise) or printed.

55.8 In this regulation "registered address" in relation to a member, means the address of the member as entered in the register of members.

55.9 The application of section 218 of the Act shall be modified accordingly.

Liability of officers

56. Fiduciary duties of directors. For the purposes of section 228(1) of the Act, the reasonable use by a director for his or her own benefit, or anyone else's benefit, of any of the Company's property where such use is directly or indirectly connected with the business objectives of the Company shall be permitted.

57. Indemnity for Officers.

57.1 Subject to the provisions of the Act, the Company may indemnify any officer of the Company against any liability incurred by him or her in defending proceedings, whether civil or criminal, in which judgment is given in his or her favour or in which he or she is acquitted, or in connection with any proceedings or application referred to in, or under, section 233 or 234 of the Act in which relief is granted to him or her by the court.

57.2 Every officer of the Company shall be entitled to be indemnified out of the assets of the Company against all losses or liabilities which he or she may sustain or incur in or about the execution of the duties of his or her office or otherwise in relation thereto and no officer shall be liable for any loss, damage or misfortune which may happen to or be incurred by the Company in the execution of the duties of his or her office or in relation thereto. This regulation shall only have effect in so far as its provisions are not void under section 235 of the Act.

The undersigned notary hereby certifies the existence and legality of the Common Draft Terms and of all acts, documents and formalities incumbent upon the Transferor Company pursuant to Luxembourg Regulations.

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

Suit la traduction française du texte qui précède

(N.B. Pour des raisons techniques, la version française est publiée au Mémorial C-N° 1258 du 28 avril 2016.)

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

The document having been read to the proxyholder of the appearing parties, known to the notary by name, first name, civil status and residence, the said proxyholder of the appearing parties signed, together with the notary, the present deed.

Signé: Conde, Kesseler.

Enregistré à Esch/Alzette Actes Civils, le 25 mars 2016. Relation: EAC/2016/7521. Reçu douze euros 12,00 €

Le Receveur ff. (signé): M. Halsdorf.

POUR EXPEDITION CONFORME.

Référence de publication: 2016097605/1579.

(160067506) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2016.

Editeur: Service Central de Législation, 43, boulevard F.-D. Roosevelt, L-2450 Luxembourg
Imprimeur: Association momentanée Imprimerie Centrale / Victor Buck