

# MEMORIAL

Journal Officiel  
du Grand-Duché de  
Luxembourg



# MEMORIAL

Amtsblatt  
des Großherzogtums  
Luxemburg

## RECUEIL DES SOCIÉTÉS ET ASSOCIATIONS

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

C — N° 3318

30 décembre 2013

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**Chapiteaux Thill S.A., Société Anonyme.**

Siège social: L-4832 Rodange, 402, route de Longwy.  
R.C.S. Luxembourg B 51.209.

Le Bilan au 31 décembre 2012 a été déposé au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.  
Référence de publication: 2013169533/9.  
(130206506) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**Café du Coin s.à r.l., Société à responsabilité limitée.**

Siège social: L-1731 Luxembourg, 7, rue de Hesperange.  
R.C.S. Luxembourg B 21.469.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2013169523/10.  
(130206477) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**C.H.S. Devulcanisation S.A., Société Anonyme.**

Siège social: L-1219 Luxembourg, 11, rue Beaumont.  
R.C.S. Luxembourg B 102.870.

Les comptes au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

C.H.S. DEVULCANISATION S.A.  
VEGAS-PIERONI Louis / DONATI Régis  
*Administrateur / Administrateur*

Référence de publication: 2013169496/12.  
(130206651) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**Building Material Lux Sàrl, Société à responsabilité limitée.**

Siège social: L-3895 Foetz, 4, rue de l'Avenir.  
R.C.S. Luxembourg B 103.807.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Fiduciaire Internationale SA

Référence de publication: 2013169493/10.  
(130207104) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**Edev, S.à r.l., Société à responsabilité limitée.**

**Capital social: USD 192.500,00.**

Siège social: L-2453 Luxembourg, 5C, rue Eugène Ruppert.  
R.C.S. Luxembourg B 138.448.

Les comptes annuels au 31 décembre 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Le 24 May 2013.

Mr. Andrew Homer  
*Responsable de Finance et Signataire Autorisée du Conseil*

Référence de publication: 2013169581/13.  
(130206538) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**DIF Infrastructure II PPP Luxembourg S.à r.l., Société à responsabilité limitée.**

Siège social: L-1313 Luxembourg, 5, rue des Capucins.

R.C.S. Luxembourg B 156.216.

Les comptes annuels au 31/12/2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2013169568/9.

(130207162) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**D.W.B.H Luxembourg S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 12.500,00.**

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

R.C.S. Luxembourg B 153.028.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 25 novembre 2013.

Référence de publication: 2013169559/10.

(130207186) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**Docu Group (Lux 3) S.à r.l., Société à responsabilité limitée.**

Siège social: L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 106.711.

Les comptes consolidés au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

*Pour DOCU GROUP (LUX 3) S.à r.l.*

Intertrust (Luxembourg) S.A.

Référence de publication: 2013169572/12.

(130206874) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**D.W.B.H Luxembourg S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 12.500,00.**

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

R.C.S. Luxembourg B 153.028.

Les comptes annuels au 31 décembre 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 25 novembre 2013.

Référence de publication: 2013169558/10.

(130207182) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**Euro Media 2000 S.A., Société Anonyme.**

Siège social: L-1840 Luxembourg, 28, boulevard Joseph II.

R.C.S. Luxembourg B 64.832.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

FIDUCIAIRE DE LUXEMBOURG

Boulevard Joseph II

L-1840 Luxembourg

Signature

Référence de publication: 2013169608/13.

(130206396) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**Econocom Luxembourg S.A., Société Anonyme.**

Siège social: L-8399 Windhof (Koerich), 4, rue d'Arlon.

R.C.S. Luxembourg B 25.950.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013169591/9.

(130206611) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**Eurocap S.à r.l., Société à responsabilité limitée.**

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

R.C.S. Luxembourg B 120.591.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2013169587/10.

(130206945) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**CYBEA Cyber Assets Managers SA, Société Anonyme.**

Siège social: L-8064 Bertrange, 40, Cité Millewee.

R.C.S. Luxembourg B 70.049.

Le bilan au 31 décembre 2012 a été déposé au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 4 décembre 2012.

*Pour la société**Un mandataire*

Référence de publication: 2013169552/12.

(130206777) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**Cybernet International s.à r.l., Société à responsabilité limitée.**

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

R.C.S. Luxembourg B 124.762.

Les comptes annuels au 31.12.2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2013169553/10.

(130206741) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**Harvest CLO I S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 93.786.

Les comptes annuels au 31 mars 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 5 Décembre 2013.

TMF Luxembourg S.A.

Signature

Domiciliaire

Référence de publication: 2013169672/13.

(130207016) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**Group Louisiana S.A., Société Anonyme.**

Siège social: L-3364 Leudelange, 5, rue du Château d'Eau.  
R.C.S. Luxembourg B 42.600.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013169659/9.

(130206999) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**Geopetrol Holding S.A., Société Anonyme Soparfi.**

Siège social: L-2530 Luxembourg, 10A, rue Henri M. Schnadt.  
R.C.S. Luxembourg B 64.590.

Les comptes annuels au 31 décembre 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

FIDUO

Référence de publication: 2013169656/10.

(130207071) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**FBH, Inc., S.à.r.l., Société à responsabilité limitée.**

**Capital social: USD 20.011,00.**

Siège de direction effectif: L-1631 Luxembourg, 17, rue Glesener.  
R.C.S. Luxembourg B 154.527.

Les comptes annuels au 30 juin 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 4 décembre 2013.

*Pour FBH, Inc., S.à r.l.*

Signature

Référence de publication: 2013169630/12.

(130206843) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**I & F Partners S.à r.l., Société à responsabilité limitée.**

Siège social: L-9753 Heinerscheid, 9, Hauptstrooss.  
R.C.S. Luxembourg B 163.389.

Les comptes annuels au 31/12/2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2013169684/10.

(130206711) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**Herta S.A., Société Anonyme.**

Siège social: L-1325 Luxembourg, 1, rue de la Chapelle.  
R.C.S. Luxembourg B 146.798.

Le bilan et le compte de profits et pertes au 31 décembre 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg.

Dorin Popescou

*Le mandataire*

Référence de publication: 2013169676/13.

(130206486) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**Garofoli Immobilière S.à.r.l., Société à responsabilité limitée.**

Siège social: L-4797 Linger, 66, rue de la Libération.

R.C.S. Luxembourg B 159.686.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013169651/9.

(130206604) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**Gefonds (Lux), Société à responsabilité limitée unipersonnelle.**

Siège social: L-2520 Luxembourg, 33, Allée Scheffer.

R.C.S. Luxembourg B 161.423.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

*L'Agent domiciliataire*

Référence de publication: 2013169655/10.

(130206493) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**FBH, Inc., S.à.r.l., Société à responsabilité limitée.**

Siège de direction effectif: L-1631 Luxembourg, 17, rue Glesener.

R.C.S. Luxembourg B 154.527.

Les comptes annuels au 30 juin 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 4 décembre 2013.

*Pour FBH, Inc., S.à r.l.*

*Signature*

Référence de publication: 2013169629/12.

(130206830) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**Inter-Garage S.à.r.l., Société à responsabilité limitée.**

Siège social: L-4390 Pontpierre, 70A, rue de l'Europe.

R.C.S. Luxembourg B 114.747.

Les comptes annuels au 31.12.12 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

*Signature.*

Référence de publication: 2013169710/10.

(130206697) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**Interest Holding S.A., Société Anonyme.**

Siège social: L-1325 Luxembourg, 1, rue de la Chapelle.

R.C.S. Luxembourg B 46.557.

Le bilan et le compte de profits et pertes au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg.

*Signature*

*Le Mandataire*

Référence de publication: 2013169713/13.

(130206500) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**Comexco International S.à r.l., Société à responsabilité limitée unipersonnelle.**

Siège social: L-2213 Luxembourg, 16, rue de Nassau.

R.C.S. Luxembourg B 55.247.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2013169542/9.

(130206503) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

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**Chelthorne Holdings SA, Société Anonyme.**

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

R.C.S. Luxembourg B 113.687.

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

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

Luxembourg, le 4 décembre 2013.

Référence de publication: 2013169535/10.

(130206665) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

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**Hilfinance, Société Anonyme.**

Siège social: L-8291 Meispelt, 38, rue de Kopstal.

R.C.S. Luxembourg B 62.404.

Les comptes annuels rectifiés au 31 DECEMBRE 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

FIDUCIAIRE CONTINENTALE S.A.

Signature

Référence de publication: 2013169677/12.

(130206949) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

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**Immo BPM SA, Société Anonyme.**

Siège social: L-9573 Wiltz, 7, rue Michel Thilges.

R.C.S. Luxembourg B 92.481.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Fiduciaire Internationale SA

Référence de publication: 2013169688/10.

(130207100) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

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

Siège social: L-1840 Luxembourg, 40, boulevard Joseph II.

R.C.S. Luxembourg B 51.464.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

COMPAGNIE FINANCIERE DE GESTION LUXEMBOURG S.A.

Boulevard Joseph II

L-1840 Luxembourg

Signature

Référence de publication: 2013169726/13.

(130206756) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

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**Courchevel Immo, Société Anonyme.**

Siège social: L-2210 Luxembourg, 38, boulevard Napoléon 1er.  
R.C.S. Luxembourg B 94.216.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013170151/9.

(130207250) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 décembre 2013.

**COLONY EnTie INVESTOR (Lux) S.à r.l., Société à responsabilité limitée.**

Siège social: L-2132 Luxembourg, 2-4, avenue Marie-Thérèse.  
R.C.S. Luxembourg B 96.816.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2013170147/10.

(130207427) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 décembre 2013.

**Close World S.A., Société Anonyme.**

Siège social: L-1724 Luxembourg, 19-21, boulevard du Prince Henri.  
R.C.S. Luxembourg B 106.011.

Les comptes au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

CLOSE WORLD S.A.

Société Anonyme

Signature

Référence de publication: 2013170146/12.

(130207319) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 décembre 2013.

**Euro-Baldi Gestion, Société Anonyme.**

Siège social: L-2212 Luxembourg, 6, place de Nancy.  
R.C.S. Luxembourg B 40.350.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Pour la société

Signature

Référence de publication: 2013170176/11.

(130207650) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 décembre 2013.

**Elite Relocation Service S.à r.l., Société à responsabilité limitée.**

Siège social: L-8140 Bridel, 88, rue de Luxembourg.  
R.C.S. Luxembourg B 136.877.

Les comptes annuels au 31/12/2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 06/12/2013.

G.T. Experts Comptables Sarl  
Luxembourg

Référence de publication: 2013170180/12.

(130207899) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 décembre 2013.



**Domino Trading S.à rl., Société à responsabilité limitée.**

Siège social: L-3425 Dudelange, 33, rue Nic. Bieber.

R.C.S. Luxembourg B 57.714.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013170163/9.

(130207356) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 décembre 2013.

**DV Paralux S. à r.l., Société à responsabilité limitée.**

Siège social: L-4963 Clemency, 14, rue Basse.

R.C.S. Luxembourg B 117.541.

Les comptes annuels au 31/12/2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2013170168/10.

(130207753) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 décembre 2013.

**CEP II Co-Investment S.à r.l. SICAR, Société à responsabilité limitée sous la forme d'une Société d'Investissement en Capital à Risque.**

Siège social: L-1653 Luxembourg, 2, avenue Charles de Gaulle.

R.C.S. Luxembourg B 114.414.

Il résulte de la décision du conseil de gérance datée du 21 février 2013 que les classes d'actions suivantes ont été annulées et que les sociétés suivantes ne détiennent plus d'actions de la Société:

- Carlyle Com Hem Partners, L.P.: 78,809 actions classe C
  - Carlyle Com Hem Partners II, L.P.: 84,022 actions classe C
  - Carlyle Com Hem and UPC Partners I, L.P.: 49,581 actions classe C
  - Carlyle Com Hem and UPC Partners II, L.P.: 41,377 actions classe C
- ayant leur siège social au 10, Upper Bank Street, GB - E14 5JJ London, Royaume-Uni,  
et

- Carlyle Com Hem Follow On-Partners I, L.P.: 11,783 actions classe C-1
  - Carlyle Com Hem Follow On-Partners II, L.P.: 5,207 actions classe C-1
- ayant leur siège social au 1001, Pennsylvania Avenue, NW, USA - 20004-2505 Washington, Etats-Unis d'Amérique.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 06 décembre 2013.

CEP II Co-Investment S.à r.l. SICAR

*Un mandataire*

Référence de publication: 2013170729/23.

(130208284) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 décembre 2013.

**Dynamic Finance SA, Société Anonyme.**

Siège social: L-2227 Luxembourg, 12, avenue de la Porte-Neuve.

R.C.S. Luxembourg B 46.857.

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

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

Luxembourg, le 04 décembre 2013.

Laurent Backes

*Administrateur*

Référence de publication: 2013170170/12.

(130207695) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 décembre 2013.

**Elvira S.A., Société Anonyme.**

Siège social: L-2540 Luxembourg, 15, rue Edward Steichen.  
R.C.S. Luxembourg B 76.548.

Les comptes annuels au 3 mars 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013170182/9.

(130207423) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 décembre 2013.

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**Esculape S.A., Société Anonyme Unipersonnelle.**

Siège social: L-2370 Howald, 1, rue Peternelchen.  
R.C.S. Luxembourg B 67.296.

Les comptes annuels au 31 décembre 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

IF EXPERTS COMPTABLES

B.P. 1832 L-1018 Luxembourg

Signature

Référence de publication: 2013170190/12.

(130207843) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 décembre 2013.

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**Rouge Partners, Société à responsabilité limitée.**

**Capital social: EUR 12.400,00.**

Siège social: L-2324 Luxembourg, 7, avenue J.P. Pescatore.  
R.C.S. Luxembourg B 162.264.

**CLÔTURE DE LIQUIDATION**

*Extrait des résolutions prises par l'associé unique de la Société en date du 28 novembre 2013*

L'associé unique de la Société:

- approuve le rapport du commissaire à la liquidation et les comptes de la liquidation;
- donne décharge au liquidateur et au commissaire à la liquidation;
- prononce la clôture de la liquidation et constate que la Société a définitivement cessé d'exister en date du 28 novembre 2013;
- décide que les livres et documents sociaux seront déposés et conservés pendant une durée de cinq ans à l'adresse suivante: 7, avenue J.P. Pescatore, L-2324 Luxembourg

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

Luxembourg, le 6 décembre 2013.

Rouge Partners, en liquidation volontaire

Signature

Référence de publication: 2013171066/21.

(130208766) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 décembre 2013.

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**Finumbria S.A., Société Anonyme.**

Siège social: L-2370 Howald, 1, rue Peternelchen.  
R.C.S. Luxembourg B 122.577.

Les comptes annuels au 31.12.2008 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.

IF EXPERTS COMPTABLES

B.P. 1832 L-1018 Luxembourg

Signature

Référence de publication: 2013170225/12.

(130207845) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 décembre 2013.

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**Assya Capital Luxembourg, Société Anonyme.**

Siège social: L-2449 Luxembourg, 22-24, boulevard Royal.

R.C.S. Luxembourg B 148.973.

Les comptes annuels au 31 décembre 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

FIDUO

Référence de publication: 2013169459/10.

(130206316) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**Asmont S.A., Société Anonyme.**

Siège social: L-2449 Luxembourg, 25B, boulevard Royal.

R.C.S. Luxembourg B 52.685.

Le bilan au 31/12/2011 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 5 décembre 2013.

Référence de publication: 2013169458/10.

(130207060) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**Automatika S.à r.l., Société à responsabilité limitée.**

Siège social: L-1511 Luxembourg, 121, avenue de la Faiencerie.

R.C.S. Luxembourg B 113.772.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 05/12/2013.

Signature.

Référence de publication: 2013169461/10.

(130207008) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**IT Attitude S.A., Société Anonyme.**

Siège social: L-8352 Dahlem, 42, rue des Trois Cantons.

R.C.S. Luxembourg B 95.574.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2013169717/9.

(130207109) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 décembre 2013.

**Boulle Mining Group S.à r.l., Société à responsabilité limitée unipersonnelle.**

Siège social: L-2449 Luxembourg, 25B, boulevard Royal.

R.C.S. Luxembourg B 133.199.

EXTRAIT

Il résulte de l'assemblée générale extraordinaire tenue en date du 25 octobre 2013 que Madame Nathalie Anne Parvin-Boulle à Dallas le 5 novembre 1963, demeurant le Sun Tower, 7 avenue Princesse Alice, MC-98000 Monaco a été nommée en qualité de nouveau gérant de la société pour une durée indéterminée.

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

Luxembourg, le 31 octobre 2013.

Audrey Hoe-Richardson

Gérant

Référence de publication: 2013170660/15.

(130208201) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 décembre 2013.

**Restaurant Fu Cheng Sàrl, Société à responsabilité limitée.**

Siège social: L-3631 Kayl, 17-19, rue de Dudelange.

R.C.S. Luxembourg B 52.279.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.  
Luxembourg.

Signature.

Référence de publication: 2013170448/10.

(130207434) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 décembre 2013.

**Carter S.à r.l., Société à responsabilité limitée.**

Siège social: L-2530 Luxembourg, 4, rue Henri Schnadt.

R.C.S. Luxembourg B 51.120.

Les comptes annuels au 31 décembre 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013170141/9.

(130207687) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 décembre 2013.

**Encore (Luxembourg), Société à responsabilité limitée.**

**Capital social: EUR 12.500,00.**

Siège social: L-2453 Luxembourg, 2-4, rue Eugène Ruppert.

R.C.S. Luxembourg B 166.169.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.  
Luxembourg, le 4 décembre 2013.

Référence de publication: 2013170174/10.

(130207377) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 décembre 2013.

**Hosur Corporation S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 90.302.

Les comptes annuels de la société au 30 juin 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

*Pour la société*

*Un mandataire*

Référence de publication: 2013170267/12.

(130207603) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 décembre 2013.

**Bregal Luxembourg S.à r.l., Société à responsabilité limitée.**

Siège social: L-1255 Luxembourg, 48, rue de Bragance.

R.C.S. Luxembourg B 134.013.

EXTRAIT

Le 22 Novembre 2013, les gérants de la Société ont consenti à prendre les résolutions suivantes:

- d'accepter la démission de Mr Louis Brenninkmeijer avec effet immédiat;

- de nommer en remplacement Mr Wolter Brenninkmeijer, résidant professionnellement au 81 Fulham Road, 3<sup>ème</sup> étage, Michelin House, SW3 6RD Londres, Royaume-Uni, en tant que gérant de la Société avec effet immédiat, son mandat arrivant à échéance lors de l'Assemblée statuant sur les comptes de l'exercice 2013.

Référence de publication: 2013170685/13.

(130208040) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 décembre 2013.

**RT Holding S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 36.543,00.**

Siège social: L-2449 Luxembourg, 32, boulevard Royal.

R.C.S. Luxembourg B 181.336.

In the year two thousand and thirteen, on the eighteenth day of October, before Maître Francis Kessler, notary residing in Luxembourg, Grand Duchy of Luxembourg,

was held an extraordinary general meeting (the Meeting) of the sole shareholder of RT Holding S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée) having its registered office at 32, boulevard Royal, L-2763 Luxembourg, with a share capital of EUR 12,500 (the Company), incorporated on 8 October 2013 pursuant to a deed of the undersigned notary, not yet published in the Mémorial C, Recueil des Sociétés et Associations.

There appeared:

the sole shareholder of the Company, Manwin RK S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée), having its registered office at 32, boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under the number B 169.252 and having a share capital of EUR 229,750 (the Sole Shareholder),

hereby represented by Marine Baillet, professionally residing in Luxembourg, by virtue of powers of attorney, given in Luxembourg on 18 October 2013.

The proxy from the Sole Shareholder after having been signed ne varietur by the proxyholder acting on behalf of the Sole Shareholder and the undersigned notary shall remain attached to the present deed to be filed with such deed with the registration authorities.

The Sole Shareholder, represented as stated above, requests the undersigned notary to record the following:

I. that the Sole Shareholder holds all of the issued and subscribed share capital of the Company which is set at EUR 12,500 (twelve thousand five hundred euros) represented by 12,500 (twelve thousand five hundred) ordinary shares of the Company with a nominal value of EUR 1 (one euro) each, and that the Meeting is thus regularly constituted and can validly deliberate on all the items on the agenda;

II. that the agenda of the Meeting is worded as follows:

1. Waiver of the convening notices;
2. Reduction of the nominal value of the shares from EUR 1 (one euro) to EUR 0.10 (ten eurocents);
3. Authorization and approval of the increase of the share capital of the Company by an amount of EUR 24,043 (twenty-four thousand and forty-three euros), in order to bring the share capital from its present amount of EUR 12,500 (twelve thousand and five hundred euros) to an amount of EUR 36,543 (thirty-six thousand five hundred forty-three euros) by way of the creation and issuance of 240,430 (two hundred and forty thousand four hundred and thirty) new shares of the Company, having a nominal value of EUR 0.10 (ten eurocents) each (the New Shares);
4. Subscription to and payment in kind or cash of the New Shares by Manwin RK S.à r.l., Coginvest S.A., Acaju Investments S.A., RK Holdings LLC and Share Investments S.A.;
5. Authorization and approval of the creation and issuance of Class A, Class B and Class C shares, and reclassification of the share capital;
6. Authorization and approval of the amendment and restatement of the Company's articles of association to reflect the issuance of the New Shares and the creation of new classes of shares;
7. Authorisations for the amendment of the share register of the Company; and
8. Miscellaneous.

III. the Meeting, after deliberation, unanimously passed the following resolutions:

*First resolution*

The entirety of the subscribed share capital of the Company being represented at the present Meeting, the Meeting waives the convening notices, the Sole Shareholder represented considering itself as duly convened and declaring having perfect knowledge of the agenda, which has been communicated to it in advance.

*Second resolution*

The Meeting resolves to reduce the nominal value per share from EUR 1 (one euro) to EUR 0.10 (10 eurocents).

The Meeting acknowledges that following the above change, the nominal share capital is set at EUR 12,500 (twelve thousand and five hundred euros) divided into 125,000 (hundred and twenty-five thousand shares) having a nominal value of EUR 0.10 (ten eurocents) each.

*Third resolution*

The Meeting resolves to increase the share capital of the Company by an amount of EUR 24,043 (twenty-four thousand and forty-three euros), in order to bring the share capital from its present amount of EUR 12,500 (twelve thousand and five hundred euros) to an amount of EUR 36,543 (thirty-six thousand five hundred forty-three euros) by way of the creation and issuance of 240,430 (two hundred and forty thousand four hundred and thirty) new shares of the Company, having a nominal value of EUR 0.10 (ten eurocents) each.

*Fourth resolution*

The Meeting accepts the subscription of the increase of the share capital and its full payment as follows:

*Intervention - Subscription - Payment*

1. The Sole Shareholder hereby declares to:

(i) subscribe to 1 (one) New Share of the Company having a nominal value of EUR 0.10 (ten eurocents) for an aggregate amount of EUR 0.10 (10 eurocents); and

(ii) fully pay up such shares by way of a contribution in kind of 1,200 (twelve hundred) common, registered, non-endorseable shares with a nominal value of EUR 25 each, representing the entire issued and subscribed share capital of Manwin Licensing Europe S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée), having its registered office at 32, boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under the number B 158.299 and having a share capital of EUR 30,000 (the Manwin Contribution).

The Manwin Contribution in an aggregate fair market value of EUR 0.10 (ten eurocents) (as evidenced by the attached valuation certificate) shall be entirely allocated to the nominal share capital account of the Company.

The free transferability and the value of the shares that are part of the Manwin Contribution have been certified by a certificate dated 18 October 2013 issued by the Sole Shareholder, which, after having been initialled *ne varietur* by the proxyholder of the Sole Shareholder and the undersigned notary, shall remain attached to the present deed to be filed at the same time with the registration authorities.

2. Coginvest S.A., a public limited liability company (société anonyme) organized under the laws of the Grand Duchy of Luxembourg, with registered address at 3A, boulevard Prince Henry, L-1724 Luxembourg, and registered with the Luxembourg trade and companies register under number B 37294 (Cogin),

hereby represented by Shaohui Zhang, professionally residing in Luxembourg, by virtue of powers of attorney, given in Luxembourg on 14 October 2013.

declares to:

(i) subscribe to 112,529 (hundred and twelve thousand five hundred and twenty-nine) New Shares of the Company having a nominal value of EUR 0.10 (ten eurocents) for an aggregate amount of EUR 11,252.90 (eleven thousand two hundred and fifty-two euros and ninety eurocents); and

(ii) fully pay up such shares by way of a contribution in kind of all the Red Tube business in a value of EUR 51,878,751.94, being the EUR equivalent of USD 70 million on the basis of the applicable exchange rate of 15 October 2013 (the RT Assets Contribution).

The RT Assets Contribution in an aggregate fair market value of the EUR 51,878,751.94, being the EUR equivalent of USD 70 million on the basis of the applicable exchange rate of 15 October 2013 (as evidenced by the attached valuation certificate) shall be allocated (i) in an amount of EUR 11,252.90 (eleven thousand two hundred and fifty-two euros and ninety eurocents) to the nominal share capital account of the Company and (ii) in an amount of the EUR 51,867,499.04 to the share premium account of the Company.

3. Acaju Investments S.A., a public limited liability company (société anonyme) organized under the Laws of the Grand Duchy of Luxembourg, with registered address at 127, rue de Mühlenbach, L-2168, Luxembourg and registered with the Luxembourg trade and companies register under number B 56820 (Acaju),

hereby represented by Shaohui Zhang, professionally residing in Luxembourg, by virtue of powers of attorney, given in Luxembourg on 14 October 2013,

declares to:

(i) subscribe to 93,589 New Shares of the Company having a nominal value of EUR 0.10 (ten eurocents) for an aggregate amount of EUR 9,358.90 (nine thousand three hundred and fifty-nine euros and ninety eurocents); and

(ii) fully pay up such shares by way of contribution in cash in an amount of EUR 9,358.90 (nine thousand three hundred and fifty-nine euros and ninety eurocents) (the Acaju Contribution).

The full amount of the Acaju Contribution in cash is forthwith at the free disposal of the Company, evidence of which has been given by means of a blocking certificate confirming the availability of the subscription amount on the Company's bank account.

The Acaju Contribution shall be entirely allocated to the nominal share capital account of the Company.

4. RK Holdings, LLC, a Florida limited liability company, having its registered office at 705 Washington Avenue, Third Floor, Miami Beach, FL 33139, United States of America, being registered under the number 90-0878130 (RK Holdings), hereby represented by Marine Baillet, professionally residing in Luxembourg, by virtue of powers of attorney, given in Luxembourg on 18 October 2013.

declares to:

(i) subscribe to 34,310 (thirty-four thousand and three hundred and ten) New Shares of the Company having a nominal value of EUR 0.10 (ten eurocents) for an aggregate amount of EUR 3,431 euros (three thousand four hundred and thirty-one euros); and

(ii) fully pay up such shares by way of contribution in cash in an amount of the EUR 3,431 euros (three thousand four hundred and thirty-one euros) (the RK Holdings Contribution).

The amount of the RK Holdings Contribution in cash is forthwith at the free disposal of the Company, evidence of which has been given by means of a blocking certificate confirming the availability of the subscription amount on the Company's bank account.

The RK Holdings Contribution shall be entirely allocated to the nominal share capital account of the Company.

5. Share Investments S.A., a public limited liability company (société anonyme) organized under the Laws of the Grand Duchy of Luxembourg, with registered address at 3A, boulevard du Prince Henri, L-1724, Luxembourg and registered with the Luxembourg trade and companies register under number B 124313 (Share Investments),

hereby represented by Shaohui Zhang, professionally residing in Luxembourg, by virtue of powers of attorney, given in Luxembourg on 14 October 2013,

declares to:

(i) subscribe to 1 New Share of the Company having a nominal value of EUR 0.10 (ten eurocents) for an aggregate amount of EUR 0.10 (ten eurocents); and

(ii) fully pay up such shares by way of contribution in cash in an amount of EUR 0.10 (ten eurocents) (the Share Investments Contribution).

The full amount of the Share Investments Contribution in cash is forthwith at the free disposal of the Company, evidence of which has been given by means of a blocking certificate confirming the availability of the subscription amount on the Company's bank account.

The Share Investments Contribution shall be entirely allocated to the nominal share capital account of the Company.

The Meeting resolves to issue and hereby issues:

- 1 New Share to Manwin RK;
- 112,529 New Shares to Cogin;
- 93,589 New Shares to Acaju;
- 34,310 New Shares to RK Holdings, and
- 1 New Share to Share Investments.

The Meeting notes that as from the present resolution the intervening parties to the Meeting, are considered as shareholders of the Company and that they are entitled to deliberate and to vote, in accordance with the rights attached to their respective shares, on the subsequent items of the agenda of the Meeting.

#### *Fifth resolution*

The Meeting acknowledges that it is contemplated to divide the shares, having a nominal value of EUR 0.10 (ten eurocents) each, currently issued in the Company into three classes of shares.

The Meeting resolves to create and issue three classes of shares to proceed to the reclassification of all of the shares issued in the Company as follows:

- 125,001 shares are reclassified into 125,001 class A shares;
- 206,119 shares are reclassified into 206,119 class B shares;
- 34,310 shares are reclassified into 34,310 class C shares;

As a result of the above reclassification, the shareholding in the Company is now as follows:

Shareholder	Class A shares	Class B shares	Class C shares
Manwin RK .....	125,001		
Cogin .....		112,529	
Acaju .....		93,589	
RK Holdings .....			34,310
Share Investments .....		1	
Total .....	125,001	206,119	34,310



The Sole Shareholder further resolves to restate and renumber the Company's articles of association (Articles) in their entirety, which will read henceforth as follows:

"RESTATED ARTICLES OF ASSOCIATION OF RT HOLDING S.À R.L.

**Chapter I. - Definitions**

Articles of Association means the articles of association of the Company, as amended from time to time;

Board of Managers means the board of managers of the Company appointed from time to time;

Business Day means a day (other than a Saturday or Sunday) on which banks are generally open in Luxembourg for normal business;

Chairman has the meaning given to it in article 12;

Class A Manager(s) has the meaning given to it in article 9;

Class B Manager(s) has the meaning given to it in article 9;

Class A Shares means, from time to time, all issued and outstanding shares in the share capital of the Company of class A with a nominal value of EUR 0,10,

Class B Shares means, from time to time, all issued and outstanding shares in the share capital of the Company of class B with a nominal value of EUR 0,10,

Class C Shares means, from time to time, all issued and outstanding shares in the share capital of the Company of class C with a nominal value of EUR 0,10,

Companies Act means the Luxembourg law on the commercial companies dated 10 August 1915, as amended;

Company means RT Holding S.a r.l.;

Connected Companies has the meaning given to it in article 3;

Financial Year has the meaning given to it in article 25;

General Meetings means the general meetings of Shareholders of the Company; General Meeting means any of them;

Laws means the laws of the Grand Duchy of Luxembourg;

Legal Reserve has the meaning given to it in article 27;

Luxembourg means the Grand Duchy of Luxembourg;

Managers means any member of the Board of Managers and Manager means any of them;

Secretary has the meaning given to it in article 12;

Shareholders means any person holding Shares or to whom Shares are transferred or issued from time to time (excluding the Company) in accordance with the terms of the Articles of Association, and Shareholder means any of them;

Shareholders' Agreement means any shareholders' agreement (or similar agreement) as may be entered into from time to time between the Shareholders and, as the case may be, the Company (as may be amended and / or restated from time to time); and

Shares means all the issued shares from time to time in the capital of the Company.

**Chapter II. - Form, Name, Registered office, Object, Duration**

**Art. 1. Form, Name.** There exists a private limited liability company (société à responsabilité limitée) under the name of "RT Holding S.à r.l." which will be governed by the Laws and particularly by the Companies Act as well as by the Articles of Association.

The Company may be composed of one single Shareholder, owner of all the shares, or several Shareholders, but not exceeding forty (40) Shareholders.

**Art. 2. Registered Office.** The Company will have its registered office in the City of Luxembourg.

The registered office may be transferred to any other place within the City of Luxembourg by a resolution of the Manager(s).

Branches or other offices may be established either in the Grand Duchy of Luxembourg or abroad by resolution of the Manager(s).

In the event that, in the view of the Manager(s), extraordinary political, economic or social developments occur or are imminent that would interfere with the normal activities of the Company at its registered office or with the ease of communications with such office or between such office and persons abroad, the Company may temporarily transfer the registered office abroad, until the complete cessation of these abnormal circumstances. Such temporary measures will have no effect on the nationality of the Company, which, notwithstanding the temporary transfer of the registered office, will remain a company governed by the Companies Act. Such temporary measures will be taken and notified to any interested parties by the Manager(s).



**Art. 3. Object.** The objects of the Company are:

(i) to carry on any trade or business whatsoever and to acquire, undertake and carry on the whole or any part of the business, property and/or liabilities of any person carrying on any business;

(ii) to act as an investment holding company and to co-ordinate the business of any corporate bodies in which the Company is for the time being directly or indirectly interested, and to acquire (whether by original subscription, tender, purchase, exchange or otherwise) the whole of or any part of the stock, shares, debentures, debenture stocks, bonds, intellectual property rights and other securities issued or guaranteed by any person and any other asset of any kind and to hold the same as investments, and to sell, exchange and dispose of the same;

(iii) to sell, lease, exchange, let on hire and dispose of any real or personal property and/or the whole or any part of the undertaking of the Company, for such consideration as the Manager(s) think fit, including for shares, debentures or other securities, whether fully or partly paid up, of any person, whether or not having objects (altogether or in part) similar to those of the Company; to hold any shares, debentures and other securities so acquired; to improve, manage, develop, sell, exchange, lease, mortgage, dispose of, grant options over, turn to account and otherwise deal with all or any part of the property and rights of the Company;

(iv) to borrow, raise and secure the payment of money in any way the Manager(s) thinks fit, including by the issue (to the extent permitted by the Laws) of debentures and other securities or instruments, perpetual or otherwise, convertible or not, whether or not charged on all or any of the Company's property (present and future) or its uncalled capital, and to purchase, redeem, convert and pay off those securities;

(v) to acquire an interest in, amalgamate, merge, consolidate with and enter into partnership or any arrangement for the sharing of profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any person, including any employees of the Company;

(vi) to invest and deal with the Company's money and funds in any way the Manager(s) thinks fit and to lend money and give credit with or without security to companies in which the Company has a direct or indirect interest, even where not substantial, or any company being a direct or indirect shareholder of the Company or any company belonging to the same group as the Company (a hereafter referred to as the Connected Companies and each as a Connected Company); for the purposes of this article 3 (vi), a company shall be deemed to be part of the same «group» as the Company if such other company directly or indirectly owns, is in control of, is controlled by, or is under common control with, the Company, in each case whether beneficially or as trustee, guardian or other fiduciary. A company shall be deemed to control another company if the controlling company possesses, directly or indirectly, all or substantially all of the share capital of the company or has the power to direct or cause the direction of the management or policies of the other company, whether through the ownership of voting securities, by contract or otherwise;

(vii) to enter into any guarantee or contract of indemnity or suretyship, and to provide security, including the guarantee and provision of security for the performance of the obligations of and the payment of any money (including capital, principal, premiums, dividends, interest, commissions, charges, discount and any related costs or expenses whether on shares or other securities) by the Company or any Connected Companies, with or without the Company receiving any consideration or advantage (whether direct or indirect), and whether by personal covenant or mortgage, charge or lien over all or part of the Company's undertaking, property, assets or uncalled capital (present and future) or by other means; for the purposes of this article 3 (vii) "guarantee" includes any obligation, however described, to pay, satisfy, provide funds for the payment or satisfaction of (including by advance of money, purchase of or subscription for shares or other securities and purchase of assets or services), indemnify and keep indemnified against the consequences of default in the payment of, or otherwise be responsible for, any indebtedness of any other person;

(viii) to acquire all types of intellectual and industrial property rights (including but not limited to patents, domain names, licenses, etc.) and other rights deriving therefrom or complementary thereto, to directly or indirectly operate and develop them. The Company may also sell, assign or otherwise dispose of part or all of its intellectual and industrial rights;

(ix) to do all or any of the things provided in any paragraph of this article 3 (a) in any part of the world; (b) as principal, agent, contractor, trustee or otherwise; (c) by or through trustees, agents, sub-contractors or otherwise; and (d) alone or with another person or persons; and

(x) to do all things (including entering into, performing and delivering contracts, deeds, agreements and arrangements with or in favour of any person) that are in the opinion of the Manager(s) incidental or conducive to the attainment of all or any of the Company's objects, or the exercise of all or any of its powers.

**Art. 4. Duration.** The Company is formed for an unlimited duration.

It may be dissolved at any time by a resolution of the General Meeting, voting with the quorum and majority rules set by the Companies Act or by the Articles of Association, as the case may be pursuant to article 28 of the Articles of Association.

### Chapter III. - Capital, Shares

**Art. 5. Issued Capital.** The issued capital of the Company is set at EUR 36,543 (thirty-six thousand five hundred forty-three euros) divided into 365,430 (three hundred sixty-five thousand four hundred and thirty) Shares with a nominal value of 10 cents (10 cents) each, consisting of:

1. 125,001 Class A Shares;
2. 206,119 Class B Shares; and
3. 34,310 Class C Shares.

#### **Art. 6. Shares.**

##### Section 1. Shares

Each Share is indivisible as far as the Company is concerned.

Co-owners of shares must be represented towards the Company by a common representative, whether appointed amongst them or not.

##### Section 2. transfer of Shares

When the Company is composed of several Shareholders and without prejudice to the provisions of the Companies Act and more in particular article 189 thereof, the Shares may only be transferred in compliance with the restrictions on transfers of Shares laid down in the Shareholders' Agreement.

When the Company is composed of several Shareholders, the Shares may, subject to any limitations or provisions to the contrary in the Shareholders Agreement, be transferred freely amongst Shareholders but the shares may be transferred to non-Shareholders only with the authorisation of Shareholders representing at least three quarters (3/4) of the share capital.

The transfer of Shares must be evidenced by a notarial deed or by a private contract. Any such transfer is not binding upon the Company and upon third parties unless duly notified to the Company or accepted by the Company, in pursuance of article 190 of the Companies Act and 1690 of the Luxembourg civil Code.

Ownership of a share carries implicit acceptance of the Articles of Association and of the resolutions validly adopted by the General Meeting.

##### Section 3. Share premium

In addition to the issued capital, there may be set up a premium account to which any premium paid on any share in addition to its nominal value is transferred. The amount of the premium account may, subject to any limitations or provisions to the contrary in the Shareholders Agreement, be used to pay any Shares which the Company may repurchase from its Shareholder(s), to offset any net realised losses, to make distributions to the Shareholder(s) or to allocate funds to the legal reserve.

##### Section 4. Capital Surplus

The General Meeting is also authorised to approve capital contributions without the issuance of new shares by way of a payment in cash or a payment in kind or otherwise, on the terms and conditions set by the General Meeting, within the limit prescribed by Luxembourg law and which shall be booked in the "capital surplus" account of the Company. The amount of the capital surplus account may, subject to any limitations or provisions to the contrary in the Shareholders Agreement, be used to pay any Shares which the Company may repurchase from its Shareholder(s), to offset any net realised losses, to make distributions to the Shareholder(s) or to allocate funds to the legal reserve.

##### Section 5. Profit Sharing

The profits which the Company may decide to distribute shall be applied as described in article 27 in any year in which the General Meeting resolves to make any distribution of dividends.

##### Section 6. Voting rights

Subject to the Shareholders Agreement each Share will entitle the holder thereof to one vote on all matters upon which Shareholders have the right to vote.

##### Section 7. Redemption of Shares

The Company may redeem its own shares within the limits set forth by the Companies Act.

**Art. 7. Increase and Reduction of Capital.** The issued capital of the Company may be increased or reduced one or several times by a resolution of the Shareholder(s) adopted in compliance with the relevant provisions of the Shareholder's Agreement and without prejudice to applicable provisions of the Companies Act for any amendment of the Articles of Association.

**Art. 8. Incapacity, Bankruptcy or Insolvency of a Shareholder.** The incapacity, bankruptcy, insolvency or any other similar event affecting the Shareholder(s) does not put the Company into liquidation.

### Chapter IV. - Managers, Auditors

**Art. 9. Managers.** The Company shall be managed by one or several Managers who need not be Shareholders themselves. If several Managers are appointed, they shall form a Board of Managers.

The Manager(s) will be appointed, revoked and replaced by a decision of the Shareholder(s), adopted by Shareholders, subject to any limitations or provisions to the contrary in the Shareholders Agreement, owning more than half of the share capital, who will determine their number and the duration of their mandate. The Manager(s) are eligible for re-appointment and may be removed at any time, with or without cause, by a resolution of the Shareholder(s).

The Managers appointed by the Shareholder(s) may be designated as class A Manager(s) (the Class A Manager(s)) or class B Manager(s) (the Class B Manager(s)).

The Shareholder(s) shall neither participate in nor interfere with the management of the Company.

**Art. 10. Powers of the Managers.** The Board of Managers is vested with the broadest powers to perform all acts necessary or useful for accomplishing the Company's object.

As long as the Company has a sole Manager, the sole Manager has the same powers as those conferred to the Board of Managers. In such case, any references in the Articles of Association to decisions made by the Board of Managers shall be a reference to decisions made or powers exercised by the sole Manager.

All powers not expressly reserved by the Articles of Association, the Shareholders' Agreement or by the Companies Act to the General Meeting or to the auditor(s) are in the competence of the Manager(s) and shall be exercised in accordance with the applicable rules of the Shareholders' Agreement.

**Art. 11. Delegation of Powers - Representation of the Company.** The Manager(s) may delegate special powers or proxies, or entrust determined permanent or temporary functions to persons or committees chosen by them.

The Company will only be bound towards third parties by the individual signature of its sole Manager, in the case of plurality of Managers by the joint signatures of any two Managers if more than one Manager has been appointed.

However, if the shareholders have designated Class A Manager(s) and Class B Manager(s), the Company will be bound towards third parties by the joint signatures of one Class A Manager and one Class B Manager.

The Company will further be bound towards third parties by the joint signatures or sole signature of any person to whom special power has been delegated by the Manager(s), but only within the limits of such special power.

**Art. 12. Meetings of the Board of Managers.** In case a Board of Managers is formed, the following rules shall apply:

The Board of Managers may appoint from among its members a chairman (the Chairman). It may also appoint a secretary, who need not be a Manager himself and who will be responsible for keeping the minutes of the meetings of the Board of Managers (the Secretary).

The Board of Managers will meet upon call by the Chairman or, if no Chairman has been appointed, by any Manager. A meeting of the Board of Managers must be convened if any 2 (two) of its members so require.

If a Chairman has been appointed, he/she will preside at all meetings of the Board of Managers, except that in his/her absence or if no Chairman has been appointed, the Board of Managers may appoint another member of the Board of Managers as chairman pro tempore by majority vote of the Managers present or represented at such meeting.

Except in cases of urgency or with the prior consent of all those entitled to attend, at least 3 (three) Business Days' written notice of meetings of the Board of Managers shall be given in writing and transmitted by any means of communication allowing for the transmission of a written text. Any such notice shall specify the time and the place of the meeting as well as the agenda and the nature of the business to be transacted. The notice may be waived by properly documented consent of each member of the Board of Managers. No separate notice is required for meetings held at times and places specified in a time schedule previously adopted by resolution of the Board of Managers.

The meetings of the Board of Managers shall be held in Luxembourg or at such other place as the Board of Managers may from time to time determine.

Any Manager may act at any meeting of the Board of Managers by appointing in writing, transmitted by any means of communication allowing for the transmission of a written text, another Manager as his proxy. Any Manager may represent one or several members of the Board of Managers.

A quorum of the Board of Managers shall be the presence or representation of at least 1/2 (half) of the Managers holding office, provided that if there are Class A Manager(s) and Class B Manager(s) such quorum shall only be met if at least 1 (one) Class A Manager and 1 (one) Class B Manager are present.

Subject to any limitations or provisions to the contrary in the Shareholders Agreement, decisions will be taken by a majority of the votes of the Managers present or represented at such meeting.

One or more Manager may participate in a meeting by conference call, videoconference or any other similar means of communication enabling several persons participating therein to simultaneously communicate with each other. Such participation shall be deemed equivalent to a physical presence at the meeting.

A written decision, signed by all the Managers, is proper and valid as though it had been adopted at a meeting of the Board of Managers which was duly convened and held. Such a decision may be documented in a single document or in several separate documents signed by all the Managers. Such written resolutions are deemed to be taken in Luxembourg.

None of the paragraphs above of Article 12 apply when the Company is managed by a sole Manager.

**Art. 13. Resolutions of the Manager(s).** The resolutions of the Board of Managers or the sole Manager shall be recorded in writing.

The minutes of any meeting of the Board of Managers will be signed by the Managers present or proxies of Managers represented. Any proxies will remain attached thereto.

The resolutions passed by the sole Manager will be signed by the sole Manager.

Copies or extracts of written resolutions or minutes, to be produced in judicial proceedings or otherwise, may be signed by the Chairman or, if none, by any 2 (two) Managers acting jointly or, if the Company is managed by a sole Manager, by the sole Manager.

**Art. 14. Management Fees and Expenses.** Subject to approval by General Meeting, the Manager(s) may receive a management fee in respect of the carrying out of their management of the Company and may, in addition, be reimbursed for all other expenses whatsoever incurred by the Manager(s) in relation with the management of the Company or the pursuit of the Company's corporate object.

**Art. 15. Conflicts of Interest.** If any Manager has or may have any personal interest in any transaction of the Company (other than a transaction performed in the ordinary course), such Manager shall disclose such personal interest to the other Managers and shall not consider or vote on any such transaction.

In case of a sole Manager it suffices that the transactions between the Company and its Manager, who has such an opposing interest, be recorded in writing.

No contract or other transaction between the Company and any other company or firm shall be affected or invalidated by the mere fact that any one or more of the Managers or any officer of the Company has a personal interest in, or is a manager, associate, member, Shareholder, officer or employee of such other company or firm. Any person related as afore described to any company or firm with which the Company shall contract or otherwise engage in business shall not, by reason of such affiliation with such other company or firm, be automatically prevented from considering, voting or acting upon any matters with respect to such contract or other business.

**Art. 16. Managers' Liability - Indemnification.** No Manager commits himself, by reason of his functions, to any personal obligation in relation to the commitments taken on behalf of the Company.

Managers are only liable for the performance of their duties.

The Company shall indemnify any Manager, officer or employee of the Company and, if applicable, their successors, heirs, executors and administrators, against damages and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been Manager, officer or employee of the Company, or, at the request of the Company, any other company of which the Company is a shareholder or creditor and by which he is not entitled to be indemnified, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Company is advised by its legal counsel that the person to be indemnified is not guilty of gross negligence or misconduct. The foregoing right of indemnification shall not exclude other rights to which the persons to be indemnified pursuant to the Articles of Association may be entitled.

**Art. 17. Auditors.** Except where according to the Companies Act the Company's annual statutory and/or consolidated accounts must be audited by an independent auditor, the business of the Company and its financial situation, including its books and accounts, may, and shall in the cases provided by law, be reviewed by one or more statutory auditors who need not be Shareholders themselves. The Company may appoint an independent auditor, even if not required by law.

The statutory or independent auditors, if any, will be appointed by the General Meeting, which will determine the number of such auditors and the duration of their mandate. They are eligible for re-appointment.

## Chapter V. - Shareholders

**Art. 18. Powers of the Shareholders.** The Shareholder(s) shall have such powers as are vested with them pursuant to the Articles of Association and the Companies Act. The single Shareholder, if there shall be one Shareholder only, carries out the powers bestowed on the General Meeting.

Any regularly constituted General Meeting represents the entire body of Shareholders.

**Art. 19. Annual General Meeting.** An annual General Meeting shall be held at the registered office of the Company, or at such other place in the municipality of its registered office as may be specified in the notice of meeting.

**Art. 20. Other General Meetings.** If the Company is composed of several Shareholders, but has no more than 25 (twenty-five) Shareholders, resolutions of the Shareholders may be passed in writing. Written resolutions may be documented in a single document or in several separate documents having the same content and signed by the Shareholders. The quorum and majority requirements applicable to the adoption of resolutions by the General Meeting shall mutatis mutandis apply to the adoption of written resolutions.

General Meetings, including the annual General Meeting will be held at the registered office of the Company or at such other place in the Grand Duchy of Luxembourg, and may be held abroad if, in the judgement of the Managers, which is final, circumstances of force majeure so require.

**Art. 21. Notice of General Meetings.** Unless there is only a single Shareholder, the Shareholders will meet in a General Meeting upon issuance of a convening notice in compliance with the Articles of Association or the Companies Act, by the Board of Managers or the sole Manager as the case may be, subsidiarily, by the statutory auditor(s) (if any) or, more subsidiarily, by Shareholders representing more than 1/2 (half) of the share capital.

The convening notice sent to the Shareholders will specify the time and the place of the meeting as well as the agenda and the nature of the business to be transacted at the relevant General Meeting. The agenda for a General Meeting shall also, where appropriate, describe any proposed changes to the Articles of Association and, if applicable, set out the text of those changes affecting the object or form of the Company.

If all the Shareholders are present or represented at a General Meeting and if they state that they have been duly informed of the agenda of the meeting, the meeting may be held without prior notice.

**Art. 22. Attendance - Representation.** All Shareholders are entitled to attend and speak at any General Meeting.

A Shareholder may act at any General Meeting by appointing in writing, transmitted by any means of communication allowing for the transmission of a written text, another person who need not be a Shareholder himself, as a proxy holder.

**Art. 23. Vote.** At any General Meeting other than a general meeting convened for the purpose of amending the Articles of Association of the Company or voting on resolutions whose adoption is subject to the quorum and majority requirements of an amendment to the Articles of Association, resolutions shall be adopted by Shareholders representing more than 1/2 (half) of the share capital. If such majority is not reached at the first meeting (or consultation in writing), the Shareholders shall be convened (or consulted) a second time and resolutions shall be adopted, irrespective of the number of shares represented, by a simple majority of votes cast.

At any General Meeting, convened in accordance with the Articles of Association or the Companies Act, for the purpose of amending the Articles of Association of the Company or voting on resolutions whose adoption is subject to the quorum and majority requirements of an amendment to the Articles of Association, the majority requirements shall, subject to any limitations or provisions to the contrary in the Shareholders Agreement, be a majority of Shareholders in number representing at least 3/4 (three quarters) of the share capital. By way of exception, the nationality of the Company can only be changed by a unanimous vote, subject to the provisions of the Companies Act.

**Art. 24. Minutes.** The minutes of the General Meeting shall be signed by the Shareholders present and may be signed by any Shareholders or proxies of Shareholders, who so request.

The resolutions adopted by the single Shareholder shall be documented in writing and signed by the single Shareholder.

Copies or extracts of the written resolutions adopted by the Shareholder(s) as well as of the minutes of the General Meeting to be produced in judicial proceedings or otherwise may be signed by the Chairman or, if none, by any 2 (two) Managers acting jointly.

## Chapter VI. - Financial year, financial statements, distribution of profits

**Art. 25. Financial Year.** The Company's financial year begins on the first day of January and ends on the last day of December of each year (the Financial Year).

**Art. 26. Adoption of Financial Statements.** At the end of each Financial Year, the accounts are closed and the Manager(s) shall draw up an inventory of assets and liabilities, the balance sheet and the profit and loss account, in accordance with the Laws.

The annual statutory and/or consolidated accounts are submitted to the Shareholder(s) for approval.

Each Shareholder or its representative may peruse these financial documents at the registered office of the Company. If the Company is composed of more than 25 (twenty-five) Shareholders, such right may only be exercised within a time period of 15 (fifteen) calendar days preceding the date set for the annual General Meeting.

**Art. 27. Distribution of Profits.** From the annual net profits of the Company, at least five per cent (5%) shall each year be allocated to the reserve required by law (the Legal Reserve). That allocation to the Legal Reserve will cease to be required as soon and as long as the Legal Reserve amounts to ten per cent (10%) of the issued nominal capital of the Company.

After allocation to the Legal Reserve, the Shareholder(s) shall, subject to any limitations or provisions to the contrary in the Shareholders Agreement, determine how the remainder of the annual net profits will be disposed of by allocating the whole or part of the remainder to a reserve or to a provision, by carrying it forward to the next following financial year or by distributing it, together, as the case may be, with carried forward profits, distributable reserves, share premium or capital surplus to the Shareholder(s), each share entitling to the same proportion in such distributions.

Subject to the conditions (if any) fixed by the Companies Act and in compliance with the foregoing provisions, the Manager(s) may, subject to any limitations or provisions to the contrary in the Shareholders Agreement, pay out an advance payment on dividends to the Shareholders. The Manager(s) will fix the amount and the date of payment of any such advance payment.



## Chapter VII. - Dissolution, Liquidation

**Art. 28. Dissolution, Liquidation.** The Company may be dissolved by a resolution of the Shareholder(s) adopted by half of the Shareholders holding  $\frac{3}{4}$  (three quarters) of the share capital.

Should the Company be dissolved, the liquidation will be carried out by the Manager(s) or such other persons (who may be physical persons or legal entities) appointed by the Shareholder(s), who will determine their powers and their compensation.

After payment of all the debts of and charges of the Company, including the expenses of liquidation, the net liquidation proceeds shall be distributed to the Shareholder(s), subject to any limitations or provisions to the contrary in the Shareholders Agreement, each share entitling to the same proportion in such distributions.

## Chapter VIII. - Applicable law

**Art. 29. Applicable Law.** All matters not governed by the Articles of Association shall be determined in accordance with the Shareholders Agreement and the Laws, in particular the Companies Act.

If the provisions of these Articles of Association are in conflict or are inconsistent as a matter of contractual interpretation or otherwise, with the provisions of the Shareholders Agreement, the provisions of the Shareholders Agreement shall prevail, to the fullest extent permitted by the Laws."

### *Seventh resolution*

The Meeting resolves to amend the share register of the Company in order to reflect the above changes and empowers and authorizes any manager of the Company and any lawyer or employee of Allen & Overy Luxembourg to proceed on behalf of the Company to (i) the registration in the share register of the changes in the Articles of the Company and to see to any formalities in connection therewith and (ii) to proceed to any formalities in connection with the resolutions taken hereabove.

### *Estimate of costs*

The amount of expenses, costs, remunerations and charges in any form whatsoever, which shall be borne by the Company as a result of the present deed is approximately seven thousand two hundred euro (EUR 7,200.-).

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

Whereof, the present notarial deed is drawn in Luxembourg, on the year and day first above written.

The document having been read to the proxyholder of the appearing parties, the said proxyholder signed together with us, the notary, the present original deed.

### **Suit la version française du texte qui précède:**

L'an deux mille treize, le dix-huitième jour du mois d'octobre, par devant Maître Francis Kessler, notaire de résidence à Esch-sur-Alzette, Grand-Duché du Luxembourg.

S'est tenue une assemblée générale extraordinaire (l'Assemblée) de l'Associé Unique de RT Holding S.à r.l., une société à responsabilité limitée constituée selon les lois du Grand-Duché de Luxembourg, ayant son siège social au 32, Boulevard Royal, L-2449 Luxembourg, en cours d'immatriculation auprès du Registre de Commerce et des Sociétés de et à Luxembourg et ayant un capital social de 12.500 EUR (la Société). La Société a été constituée à Luxembourg le 8 octobre 2013 par un acte de Maître Francis Kessler, notaire de résidence à Esch-sur-Alzette, Grand-Duché de Luxembourg et non encore publié au Mémorial, Recueil des Sociétés et Associations, C.

### **A comparu:**

l'associé unique de la Société Manwin RK S.à r.l., une société à responsabilité limitée ayant son siège social au 32, boulevard Royal, L-2449 Luxembourg, Grand-Duché de Luxembourg, enregistrée auprès du Registre de Commerce et des Sociétés de et à Luxembourg sous le numéro B 169.252 et ayant un capital social de 229.750 EUR (l'Associé Unique);

Ici représenté par Marine Baillet, résidant professionnellement à Luxembourg, en vertu d'une procuration donnée à Luxembourg le 18 octobre 2013.

La procuration de l'Associé Unique après avoir été signée ne varietur par le mandataire agissant pour le compte de l'Associé Unique et le notaire instrumentaire restera annexée au présent acte afin d'être enregistré avec lui auprès des autorités compétentes.

L'Associé Unique, tel que représenté ci-dessus, demande au notaire instrumentale d'enregistrer ce qui suit:

I. que l'Associé Unique détient la totalité du capital social souscrit de la Société qui se monte à 12.500 EUR (douze mille cinq cents Euros) représenté par 12.500 (douze mille cinq cents) parts sociales de la Société ayant une valeur nominale de 1 EUR (un Euro) chacune, et que l'Assemblée est dès lors dûment constituée et peut délibérer valablement sur les points de l'ordre du jour.

II. que l'ordre du jour de l'Assemblée est le suivant:

1. Renonciation aux formalités de convocation;
  2. Réduction de la valeur nominale des parts sociales de 1 EUR à 0,1 EUR;
  3. Autorisation et approbation de l'augmentation du capital social de la Société d'un montant de 24.043 EUR (vingt-quatre mille quarante-trois Euros), de façon à porter le capital social de son montant actuel de 12.500 EUR (douze mille cinq cents Euros) à un montant de 36.543 EUR (trente-six mille cinq cent quarante-trois Euros) par la création et l'émission de 240.430 (deux cent quarante mille quatre cent trente) parts sociales ayant une valeur nominale de 0,10 EUR (dix Eurocents) chacune (les Nouvelles Parts Sociales);
  4. Souscription à, allocation et paiement en nature ou en espèce des Nouvelles Parts Sociales par Manwin RK S.à r.l., Coginvest S.A., Acaju Investments S.A., RK Holdings LLC et Share Investments S.A.;
  5. Autorisation et approbation de la création et de l'émission de catégorie de parts sociales de Catégorie A, Catégorie B et Catégorie C et reclassification du capital social;
  6. Autorisation et approbation de la refonte des statuts de la Société afin de refléter inter alia l'émission des Nouvelles Parts Sociales et la création des catégories de parts sociales;
  7. Autorisations pour la modification du registre de parts sociales de la Société; et
  8. Divers.
- III. l'Assemblée prend, après délibération, les résolutions suivantes à l'unanimité:

*Première résolution*

L'intégralité du capital social de la Société étant représentée à l'Assemblée, l'Assemblée renonce aux formalités de convocation, l'Associé Unique se considérant comme dûment convoqué et déclarant avoir une parfaite connaissance de l'ordre du jour qui lui a été communiqué à l'avance.

*Deuxième résolution*

L'Assemblée décide de diminuer la valeur nominale par part sociale de 1 EUR (un Euro) à 0,10 EUR (dix Eurocents).  
L'Assemblée prend acte que suite au changement de la valeur nominale du capital social ci-dessus, le capital social nominal est fixé à 12.500 EUR (douze mille cinq cent Euros) divisé en 125.000 (cent vingt-cinq mille) parts sociales ayant une valeur nominale de 0,10 EUR (dix Eurocent) chacune.

*Troisième résolution*

L'Assemblée décide d'augmenter le capital social de la Société d'un montant de 24.043 EUR (vingt-quatre mille quarante-trois Euros), de façon à le porter de son montant actuel de 12.500 EUR (douze mille cinq cents Euros) à un montant de 36.543 EUR (trente-six mille cinq cent quarante-trois Euros) par la création et l'émission de 240.430 (deux cent quarante mille quatre cent trente) nouvelles parts sociales de la Société ayant une valeur nominale de 0,1 EUR (un Eurocent) chacune.

*Quatrième résolution*

L'Assemblée accepte la souscription à l'augmentation du capital social et son paiement intégral comme suit:

*Intervention - Souscription - Paiement*

1. L'Associé Unique déclare:
  - (i) souscrire 1 (une) Nouvelle Part Sociale de la Société ayant une valeur nominale de 0,1 EUR (un Eurocent) pour un montant total de 0,1 EUR; et
  - (ii) la payer entièrement par un apport en nature de 1.200 (mille deux cents) parts sociales ordinaires, nominatives et non endossables ayant une valeur nominale de 25 EUR chacune, représentant la totalité du capital social émis et souscrit de Manwin Licensing Europe S.à r.l., une société à responsabilité limitée de droit luxembourgeois ayant son siège social au 32, boulevard Royal, L- 2449 Luxembourg, Grand Duché du Luxembourg, enregistrée auprès du Registre de Commerce et des Sociétés sous le numéro B 158.299 et ayant un capital social de 30.000 EUR (l'Apport Manwin).

L'Apport Manwin, d'une valeur de marché de 0,1 EUR (dix Eurocent) (telle que prouvé par le certificat d'évaluation en annexe) sera totalement alloué au compte de capital social de la Société.

La libre cessibilité et la valeur des parts sociales faisant partie de l'Apport Manwin ont été certifiées par un certificat daté du 11 octobre 2013 émis par l'Associé Unique qui, après avoir été initialisé ne variatur par le mandataire de l'Associé Unique et le notaire instrumentaire restera annexé au présent acte afin d'être enregistré en même temps auprès des autorités compétentes.
2. Coginvest S.A., une société anonyme constituée selon les lois du Luxembourg, ayant son siège social au 3A, boulevard du Prince Henri, L-1724 Luxembourg et enregistrée auprès du Registre de Commerce et des Sociétés de et à Luxembourg sous le numéro B 37294 (Cogin),  
ici représentée par Shaohui Zhang, avocat, résidant professionnellement à Luxembourg, en vertu de procurations données à Luxembourg le 14 octobre 2013  
déclare:

(i) souscrire à 112.529 (cent douze mille cinq cent vingt-neuf) nouvelles parts sociales de la Société ayant une valeur nominale de 0,10 (dix Eurocents) pour un montant total de 11.252,29 EUR (onze mille deux cent cinquante-deux Euro et vingt-neuf Eurocents); et

(ii) libérer ces parts sociales par un apport en nature constitué de l'intégralité des actifs Red Tube ayant une valeur de 51.878.751.94 EUR étant l'équivalent en Euros de 70 million USD sur base du taux de change applicable au 15 octobre 2013 (l'Apport d'Actifs RT).

L'Apport d'Actifs RT d'une valeur sur le marché de 51.878.751.94 EUR étant l'équivalent en Euros de 70 millions USD sur base du taux de change applicable au 15 octobre 2013 (telle que prouvé par le certificat d'évaluation en annexe) sera alloué (i) pour un montant de 11.252,29 EUR (onze mille deux cent cinquante-deux Euro et vingt-neuf Eurocents) au compte de capital social de la Société et (ii) un montant de 51.867.499,04 EUR au compte prime d'émission de la Société.

3. Acaju Investments S.A., une société anonyme constituée selon les lois du Luxembourg, ayant son siège social au 127, rue de Mühlenbach, L-2168 Luxembourg et enregistrée auprès du Registre de Commerce et des Sociétés de et à Luxembourg sous le numéro B 56820 (Acaju),

ici représentée par Shaohui Zhang, avocat, résidant professionnellement à Luxembourg, en vertu de procurations données à Luxembourg le 14 octobre 2013,

déclare:

(i) souscrire à 93.589 (quatre-vingt treize mille cinq cent quatre-vingt neuf) Nouvelles Parts Sociales de la Société ayant une valeur nominale de 0,1 (dix Eurocent) chacune pour un montant total de 9.358,90 EUR (neuf mille trois cent cinquante-huit Euro et quatre-vingt dix Eurocents); et

(ii) libérer ces parts sociales par un apport en espèce d'un montant de 9.358,90 EUR (neuf mille trois cent cinquante-huit Euros et quatre-vingt dix Eurocents) (l'Apport Acaju).

La totalité du montant de l'Apport Acaju est à la libre disposition de la Société, preuve en ayant été donnée au moyen d'un certificat de blocage confirmant sa disponibilité sur le compte bancaire de la Société et le notaire instrumentaire prend expressément note de la disponibilité des fonds ainsi versés.

L'Apport Acaju sera entièrement alloué au compte de capital social de la Société.

4. RK Holdings, LLC, une société à responsabilité limitée de droit de Floride, ayant son siège au 705 Washington Avenue, Third Floor, Miami Beach, FL 33139, Etats-Unis, enregistré sous le numéro 90- 0878130 (RK Holdings),

ici représentée par Marine Baillet, juriste, résidant professionnellement à Luxembourg, en vertu de procurations données à Luxembourg le 18 octobre 2013,

déclare:

(i) souscrire à 34.310 (trente-quatre mille trois cent dix) Nouvelles Parts Sociales de la Société ayant une valeur nominale de 0,1 (dix Eurocents) chacune pour un montant total de 3.431 EUR (trois mille quatre cent trente et un Euros); et

(ii) libérer ces parts sociales par un apport en espèce d'un montant de de 3.431 EUR (trois mille quatre cent trente et un Euros) (l'Apport RK Holdings).

La montant de l'Apport RK Holdings est à la libre disposition de la Société, preuve en ayant été donnée au moyen d'un certificat de blocage confirmant sa disponibilité sur le compte bancaire de la Société.

L'Apport RK Holdings sera entièrement alloué au compte de capital social de la Société.

5. Share Investments S.A., une société anonyme constituée selon le droit du Luxembourg et ayant son siège social au 51, route de Thionville, L-2611 Luxembourg enregistrée auprès du Registre de Commerce et des Sociétés de et à Luxembourg sous le numéro B 124313 (Share Investments),

ici représentée par Shaohui Zhang, avocat, résidant professionnellement à Luxembourg, en vertu de procurations données à Luxembourg le 14 octobre 2013, déclare

(i) souscrire à 1 (une) Nouvelle Part sociale de la Société ayant une valeur nominale de 0,1 (dix Eurocents) chacune pour un montant total de 0,10 EUR (dix Eurocents); et

(ii) libérer ces parts sociales par un apport en espèce d'un montant de constitué de 0,1 (dix Eurocents) (l'Apport Share Investments).

La montant de l'Apport Share Investments est à la libre disposition de la Société, preuve en ayant été donnée au moyen d'un certificat de blocage confirmant sa disponibilité sur le compte bancaire de la Société.

L'Apport Share Investments en espèce sera totalement alloué au compte de capital social de la Société.

L'Assemblée décide d'émettre et émet:

- 1 Nouvelle Part Sociale à Manwin RK;
- 112.529 Nouvelles Parts Sociales à Cogin;
- 93,589 Nouvelles Parts Sociales à Acaju;
- 34,310 Nouvelles Parts Sociales à RK Holdings; et
- 1 Nouvelle Part Sociale à Share Investments.



L'Assemblée note qu'à compter de la présente résolution, les parties intervenantes à l'Assemblée sont considérées comme associé de la Société et qu'elles ont dès lors le droit de délibérer et de voter, en accord avec les droits attachés à leurs parts sociales respectives, sur les points du jour qui suivent.

#### *Cinquième résolution*

L'Assemblée prend acte qu'il est envisagé de diviser les parts sociales ayant une valeur nominale de 0,1 EUR (dix Eurocents) chacune, actuellement émise dans la Société en trois catégories de parts sociales.

L'Assemblée décide de créer et émettre trois catégories de parts sociales et de procéder à la reclassification de toutes les parts sociales émises dans la Société comme suit:

- 125.001 parts sociales sont reclassifiées en 125.001 parts sociales de catégorie A;
- 206.119 parts sociales sont reclassifiées en 206.119 parts sociales de catégorie B;
- 34.310 parts sociales sont reclassifiées en 34.310 parts sociales de catégorie C;

En conséquence de la reclassification ci-dessus, l'actionnariat de la Société est à présent comme suit:

Associé	Parts sociales de Catégorie A	Parts sociales de Catégorie B	Parts sociales de Catégorie C
Manwin RK .....	125.001		
Cogin .....		112.529	
Acaju .....		93.589	
RK Holdings 34.310 .....			34.310
Share Investments .....		1	
Total .....	125.001	206.119	34.310

#### *Sixième résolution*

L'Associé Unique décide de plus de refondre et renuméroter les statuts de la Société (les Statuts) dans leur totalité de façon à leur donner la teneur suivante:

"STATUTS REMANIES DE RT HOLDING S.A R.L.

### **Chapitre I. - Définitions**

Statuts (Articles of Association) signifie les statuts de la Société, tels que modifiés de temps à autre.

Conseil de Gérance (Board of Managers) désigne le conseil de gérance de la Société tel que nommé de temps à autre;

Jour Ouvrable (Business Day) signifie un jour (autre que samedi ou dimanche) pendant lequel les banques sont généralement ouvertes au Luxembourg;

Président (Chairman) a la signification donnée à l'article 12;

Gérant(s) de Classe A (Class A Manager(s)) a la signification donnée à l'article 9;

Gérant(s) de Classe B (Class B Manager(s)) a la signification donnée à l'article 9;

Parts Sociales (Shares) signifie toutes les parts sociales émises de temps à autre dans le capital de la Société;

Parts Sociales de Catégorie A (Class A Shares) signifie, de temps à autre, toutes les parts sociales émises dans le capital de la Société de catégorie A ayant une valeur nominale de 0,10 EUR;

Parts Sociales de Catégorie B (Class B Shares) signifie, de temps à autre, toutes les parts sociales émises dans le capital de la Société de catégorie B ayant une valeur nominale de 0,10 EUR;

Parts Sociales de Catégorie C (Class C Shares) signifie, de temps à autre, toutes les parts sociales émises dans le capital de la Société de catégorie C ayant une valeur nominale de 0,10 EUR;

Loi sur les Sociétés Commerciales (Companies Act) signifie la loi du Luxembourg sur les sociétés commerciales en date du 10 août 1915, telle que modifiée;

Société (Company) signifie RT Holding S.à r.l.;

Sociétés Liées (Connected Companies) a la signification donnée à l'article 3; et

Exercice Social (Financial Year) a la signification donnée à l'article 25;

Lois (Laws) signifie les lois du Grand-Duché de Luxembourg;

Réserve Légale (Legal Reserve) a la signification donnée à l'article 27;

Luxembourg désigne le Grand-Duché de Luxembourg;

Assemblées Générales (General Meetings) désigne les assemblées générales des Associés de la Société; Assemblée Générale désigne l'une d'entre elles;

Gérants (Managers) désigne tout membre du Conseil de Gérance et Gérant désigne l'un d'entre eux;

Secrétaire (Secretary) a la signification donnée à l'article 12;

Associés (Shareholders) désigne toute personne détenant des Parts Sociales ou au profit de laquelle des Parts Sociales sont cédées ou émises à une date donnée (à l'exclusion de la Société) conformément aux dispositions des Statuts, et Associé désigne l'un d'entre eux;

Pacte d'Associés (Shareholders' Agreement) signifie tout pacte d'associés (ou contrat similaire) qui peut être signé de temps à autre entre les Associés et, le cas échéant, la Société (tel que modifiée et/ou remaniée de temps à autre),

## Chapitre II. - Forme, Dénomination, Siège social, Objet social, Durée

**Art. 1<sup>er</sup>. Forme, Dénomination.** Il est établi une société à responsabilité limitée sous la dénomination de «RT Holding S.à r.l.» qui sera gouvernée par les Lois et particulièrement, par la Loi sur les Sociétés Commerciales, ainsi que par les Statuts.

La Société peut être composée d'un Associé unique, propriétaire de toutes les Parts Sociales, ou de plusieurs Associés, sans excéder quarante (40) Associés.

**Art. 2. Siège social.** La Société aura son siège social établi dans la Ville du Luxembourg.

Le siège social peut être transféré à l'intérieur de cette Ville par une simple décision du(des) Gérant(s).

Les succursales ou autres bureaux peuvent être établis soit au Grand-Duché de Luxembourg soit à l'étranger par une simple décision du(des) Gérant(s).

Lorsque des événements extraordinaires d'ordre politique ou économique de nature à compromettre l'activité normale au siège social ou la communication aisée entre le siège social et l'étranger se produiront ou seront imminents, le siège social sera déclaré transféré provisoirement à l'étranger jusqu'à cessation complète des événements extraordinaires. Ce transfert provisoire n'aura toutefois aucun effet sur la nationalité de la Société. Cette déclaration de transfert du siège social sera faite et portée à la connaissance des tiers par l'organe de la Société le mieux placé pour ce faire suivant les circonstances.

### Art. 3. Objet social.

(i) La Société a pour objet social:

(ii) d'exercer quelque commerce ou activité que ce soit et d'acquérir, entreprendre et poursuivre tout ou partie de l'activité, les biens et/ou les dettes de toute personne exploitant une activité;

(iii) d'agir comme une société holding de placement et de coordonner l'activité de toute personne morale dans lesquelles la Société est pour le moment directement ou indirectement intéressée, et d'acquérir (soit par souscription initiale, offre, achat, échange ou autrement) l'ensemble ou une partie du stock, Parts Sociales, certificats, certificats obligataires, obligations et autres titres émis ou garantis par toute personne et tout autre actif de toute nature et de le détenir en tant qu'investissement, et de le vendre, l'échanger et l'aliéner;

(iv) de vendre, louer, échanger, mettre en location et aliéner tout bien réel ou personnel et/ou tout ou partie de l'organisme de la Société, à la condition que le Conseil de Gérance estime opportun, y compris pour les Parts Sociales, certificats ou autres titres, totalement ou partiellement libérés, par toute personne, qu'elle ait ou non des objets sociaux (en tout ou en partie) similaires à ceux de la Société; de détenir des Parts Sociales, certificats et autres titres ainsi acquis; améliorer, gérer, développer, vendre, échanger, louer, hypothéquer, aliéner, accorder des options sur ceux-ci, afin de les tenir compte et de gérer tout ou partie des biens et des droits de la Société;

(v) d'emprunter, augmenter et sécuriser le paiement de sommes d'argent de quelque manière le Conseil de Gérance estime opportun, y compris par l'émission (tant que prévue par les lois) de certificats et d'autres titres ou instruments financiers, perpétuels ou autre, convertibles ou non, perçus ou non sur tout ou partie des biens de la Société (présents et futurs) ou de son capital non libéré, et pour acheter, racheter, convertir et rembourser ces titres;

(vi) d'acquérir un intérêt, regrouper, fusionner, consolider et entrer en partenariat ou dans tout accord relatif au partage des profits, l'union des intérêts, la coopération, la joint venture ou à la concession réciproque ou autrement avec toute personne, y compris les employés de la Société;

(vii) d'investir et traiter avec l'argent et les fonds de la Société de quelque manière le Conseil de Gérance estime opportun, et de prêter de l'argent et faire crédit avec ou sans garantie aux entreprises dans lesquelles la Société a un intérêt direct ou indirect, même non substantiel, ou toute société étant un associé direct ou indirect de la Société ou toute société appartenant au même groupe que la Société (dénommée ci-après Sociétés Liées et chacune d'entre elles Société Liée), aux fins du présent article 3 (ii), une société est réputée faire partie du même «groupe» que la Société si cette autre société, directement ou indirectement, détient, contrôle, est contrôlée par ou est sous contrôle commun avec, la Société, dans chaque cas de façon avantageuse ou en qualité de bénéficiaire, de tuteur ou de tout autre fiduciaire. Une entreprise est réputée contrôler une autre société si la société contrôlant détient, directement ou indirectement, la totalité ou la quasi-totalité du capital social de la société ou dispose du pouvoir de gérer ou de faire gérer la gestion ou les politiques de l'autre société, soit par la détention de titres votants, par contrat ou autrement;

(viii) de conclure une quelconque garantie ou contrat d'indemnisation ou cautionnement, et de fournir une garantie, y compris la garantie et fourniture de la garantie pour l'exécution des obligations et le paiement de toute somme (y compris le capital, le principal, les primes, les dividendes, les intérêts, les commissions, les charges, la réduction et les coûts ou dépenses relatifs soit aux Parts Sociales ou autres titres) par la Société ou toute Sociétés Liées, avec ou sans

contrepartie ou avantage envers la Société (direct ou indirect), et soit par engagement personnel ou hypothèque, sûreté ou privilège sur tout ou partie de l'organisme de la Société, biens, actifs ou capital non libéré (présent et futur) ou par d'autres moyens; aux fins du présent article 3 (iii) «garantie» inclut toute obligation de payer, satisfaire, fournir des fonds pour le paiement ou la satisfaction (incluant par avance l'argent, l'achat ou la souscription de Parts Sociales ou d'autres titres et l'achat d'actifs ou de services), indemniser contre les conséquences du défaut de paiement, ou autrement être responsable de toute dette d'une autre personne;

(ix) d'acquérir tout type de droits de propriété intellectuelle et industrielle (y compris mais non limité à des brevets, noms de domaine, licences, etc.) ainsi que d'autres droits dérivés de ou complémentaires à ceux-ci, afin de d'agir directement ou indirectement et de les développer. La Société peut également vendre, transférer ou, le cas contraire, disposer de tout ou partie de ses droits de propriété intellectuelle et industrielle;

(x) de faire tout ou partie des choses prévues aux paragraphes du présent article 3 (a) dans toute partie du monde; (b) en tant que donneur d'ordre, représentant, entrepreneur, fiduciaire ou autre; (c) soit par ou via les fiduciaires, les représentants, les sous-traitants ou autres, et (d) seul ou avec une ou plusieurs personnes; et

(xi) de faire toutes les choses (y compris conclure, exécuter ou délivrer des contrats, actes, accords et arrangements avec ou en faveur de toute personne) qui sont, de l'avis du Conseil de Gérance, nécessaire ou accessoire à la réalisation de tout ou partie des objets sociaux de la Société, ou l'exercice de tout ou partie de ses pouvoirs.

**Art. 4. Durée de la Société.** La Société est constituée pour une période indéterminée.

Elle peut être dissoute, à tout moment, en vertu d'une résolution de l'Assemblée Générale, votant conformément aux règles de quorum et de majorité fixées par la Loi sur les Sociétés Commerciales ou les Statuts, selon le cas, et, éventuellement en vertu de l'article 28 des Statuts.

### Chapitre III. - Capital, parts sociales

**Art. 5. Capital émis.** Le capital émis de la Société est fixé à 36.543 EUR (trente-six mille cinq cent quarante-trois Euros divisé en 365.430 (trois cent soixante-cinq mille quatre cent trente) Parts Sociales ayant chacune une valeur nominale de 10 Eurocents (0,10 EUR) divisé en:

1. 125.001 Parts Sociales de Catégorie A
2. 206.119 Parts Sociales de Catégorie B; et
3. 34.310 Parts Sociales de Catégorie C.

#### Art. 6. Parts Sociales.

##### Section 1. Parts Sociales

Chaque Part Sociale est indivisible dans la mesure où la Société est concernée.

Les copropriétaires des Parts Sociales doivent se faire représenter auprès de la Société par un représentant commun désigné ou non parmi eux.

##### Section 2. Transfert de Parts Sociales

Lorsque la Société est composée de plusieurs Associés et sans préjudice des provisions de la Loi sur les Sociétés Commerciale et plus particulièrement de l'article 189, les Parts Sociales ne pourront être transférées qu'en accord avec les restrictions sur les transferts de Parts Sociales tel que stipulés dans le Pacte d'Associés.

Lorsque la Société est composée de plusieurs Associés, les Parts Sociales peuvent sous réserve de toute limitation ou provision stipulant le contraire dans le Pacte d'Associés être librement cédées entre les Associés. Cependant, les cessions de Parts Sociales à des non-Associés sont soumises à l'autorisation des Associés représentant au moins les trois-quarts (3/4) du capital social.

La cession des Parts Sociales doit être constatée par un acte notarié ou par un contrat privé. Une telle cession n'est opposable à la Société et aux tiers qu'après avoir été dûment notifiée à la Société ou acceptée par la Société, en vertu de l'article 190 de la Loi sur les Sociétés Commerciales et de l'article 1690 du Code civil luxembourgeois.

La détention d'une part sociale emporte acceptation tacite des Statuts et des résolutions valablement adoptées par l'Assemblée Générale.

##### Section 3. Prime d'émission

En sus du capital social émis, un compte de prime d'émission peut être créé sur lequel seront versées les éventuelles primes d'émission payées sur les Parts Sociales en sus de leur valeur nominale. Les sommes figurant au crédit du compte de prime d'émission, sous réserve de toute limitation ou provision stipulant le contraire dans le Pacte d'Associés, peuvent être utilisées pour financer les Parts Sociales que la Société souhaiterait racheter à son ou ses Associés, pour compenser d'éventuelles pertes nettes réalisées, faire des distributions à ou aux Associés ou affecter des sommes d'argent à la Réserve Légale.

##### Section 4. Capital surplus

L'Assemblée Générale est également autorisée à approuver les apports en capital sans émission de nouvelles Parts Sociales par l'intermédiaire d'un paiement en numéraire ou en nature ou sous une autre forme, selon les modalités et conditions fixées par l'Assemblée Générale, dans la limite prescrite par la Loi sur les Sociétés Commerciales et qui sont à comptabiliser dans le compte «capital surplus» de la Société. Le montant du capital surplus sujet à toute limitation ou

provision stipulant le contraire dans le Pacte d'Associés peut être utilisé pour prévoir le paiement de toutes les Parts Sociales que la Société pourra racheter à son ou ses Associés, pour compenser des pertes nettes réalisées, pour effectuer des distributions à ou aux Associés ou d'allouer des fonds à la Réserve Légale.

#### Section 5. Partage des bénéfices

Les bénéfices que la Société peut décider de distribuer sont alloués de la manière décrite à l'article 27 au cours d'un exercice où l'Assemblée Générale décide de procéder à une distribution de dividendes.

#### Section 6. Droits de vote

Sous réserve de toute limitation ou provision stipulant le contraire dans le Pacte d'Actionnaire, chaque Part Sociale confère une voix à son détenteur pour toutes les questions sur lesquelles les Associés ont le droit de voter.

#### Section 7. Rachat de Parts Sociales

La Société peut racheter ses propres Parts Sociales dans les limites énoncées dans la Loi sur les Sociétés Commerciales.

**Art. 7. Augmentation et Réduction du Capital.** Le capital émis de la Société peut être augmenté ou réduit une ou plusieurs fois par une résolution prise par le ou les Associés adoptée conformément aux provisions adéquates du Pacte d'Associés et sans préjudice des provisions afférentes de la Loi sur les Sociétés Commerciales pour toute modification statutaire.

**Art. 8. Incapacité, faillite ou insolvabilité d'un Associé.** L'incapacité, la faillite, l'insolvabilité ou tout autre événement similaire affectant le ou les Associés n'entraîne pas la mise en liquidation de la Société.

### Chapitre IV. - Gérants, Réviseurs

**Art. 9. Gérants.** La Société est gérée par un ou plusieurs Gérants qui ne doivent pas être Associés. Si plusieurs Gérants sont nommés, ils formeront un Conseil de Gérance.

Les Gérants seront nommés, révoqués et remplacés par une décision de ou des Associés, adoptée par les Associés sous réserve de toute limitation ou provision stipulant le contraire dans le Pacte d'Associés détenant plus de la moitié du capital social, qui déterminera leur nombre et la durée de leur mandat. Les Gérants peuvent être réélus et révoqués à tout moment, avec ou sans motif, par une résolution de ou des Associés.

Les Gérants nommés par le ou les Associés doivent être désignés en tant que Gérant(s) de Classe A (le(s) Gérant(s) de Classe A) ou Gérant(s) de Classe B (le(s) Gérant(s) de Classe B).

Le ou les Associés ne doivent ni participer, ni interférer dans la gestion de la Société.

**Art. 10. Pouvoirs des Gérants.** Les Gérants sont investis des pouvoirs les plus étendus pour accomplir tous les actes nécessaires ou utiles à l'accomplissement de l'objet social de la Société.

Aussi longtemps que la Société n'a qu'un Gérant, le Gérant unique aura les mêmes pouvoirs que ceux conférés au Conseil de Gérance. De ce cas, toute référence dans les présents Statuts aux décisions prises par le Conseil de Gérance sera une référence aux décisions prises ou pouvoirs exercés par le Gérant unique.

Tous les pouvoirs non expressément réservés par les Statuts, le Pacte d'Associés ou par la Loi sur les Sociétés Commerciales à l'Assemblée Générale ou au(x) réviseur(s) sont de la compétence des Gérants et seront exercés en accord avec les règles applicables du Pacte d'Associés.

**Art. 11. Délégation de Pouvoirs - Représentation de la Société.** Les Gérants peuvent déléguer des pouvoirs spéciaux ou donner procuration, ou confier des fonctions déterminées permanentes ou temporaires à des personnes ou aux comités de leur choix.

La Société sera engagée envers les tiers uniquement par la signature conjointe d'un Gérant de Classe A et d'un Gérant de Classe B.

La Société sera également engagée envers les tiers par les signatures conjointes ou la seule signature de toute personne à qui un pouvoir spécial aura été délégué par les Gérants, mais seulement dans les limites de ce pouvoir spécial.

**Art. 12. Réunions du Conseil de Gérance.** Dans l'hypothèse où un Conseil de Gérance serait formé, les règles suivantes s'appliquent:

Le Conseil de Gérance peut nommer parmi ses membres un président (le Président). Il peut également désigner un secrétaire qui n'a pas besoin d'être lui-même un Gérant et qui sera responsable de la tenue des procès-verbaux des réunions du Conseil de Gérance (le Secrétaire).

Le Conseil de Gérance se réunira sur convocation du Président ou, si aucun Président n'a été nommé, par un tout Gérant. Une réunion du Conseil de Gérance doit être convoquée si deux (2) de ses membres le requièrent.

Si un Président a été nommé, il/elle présidera toutes les réunions du Conseil de Gérance, sauf en cas d'absence ou si aucun Président n'a été nommé. Le Conseil de Gérance peut nommer un autre membre du Conseil de Gérance en tant que Président pro tempore par un vote à la majorité des Gérants présents ou représentés à cette réunion.

Sauf en cas d'urgence ou avec le consentement préalable des personnes autorisées à assister, un avis écrit de convocation aux réunions du Conseil de Gérance doit être donné par écrit au moins dans les trois (3) jours Ouvrables et transmis par tout moyen de communication permettant la transmission d'un texte écrit. Un tel avis doit préciser la date

et le lieu de la réunion ainsi que l'ordre du jour et la nature des affaires à traiter. Chaque membre du Conseil de Gérance peut renoncer à l'avis par consentement correctement consigné. Aucune convocation séparée n'est requise pour les réunions tenues aux heures et lieux indiqués dans un calendrier préalablement adopté par une résolution du Conseil de Gérance.

Les réunions du Conseil de Gérance se tiendront à Luxembourg ou à tout autre endroit que le Conseil de Gérance peut de temps à autre déterminer.

Tout Gérant pourra se faire représenter à une réunion du Conseil de Gérance en nommant par écrit, transmis par tout moyen de communication permettant la transmission d'un texte écrit, un autre Gérant comme son mandataire. Tout Gérant peut représenter un ou plusieurs membres du Conseil de Gérance.

Le quorum du Conseil de Gérance consiste en la présence ou la représentation d'au moins 1/2 (la moitié) des Gérants en fonction, à condition qu'au moins un (1) Gérant de classe A et un (1) Gérant de Classe B soient présents.

Sous réserve de toute limitation ou provision stipulant le contraire dans le Pacte d'Associés, les décisions seront prises à la majorité des voix des Gérants présents ou représentés à cette réunion.

Un ou plusieurs Gérants peuvent participer à une réunion par conférence téléphonique, vidéoconférence ou par tout autre moyen de communication similaire permettant à plusieurs personnes y participant de communiquer simultanément entre eux. Une telle participation sera considérée comme équivalente à une présence physique à la réunion.

Une décision écrite, signée par tous les Gérants, est régulière et valide comme si elle avait été adoptée lors d'une réunion du Conseil de Gérance, dûment convoquée et tenue. Une telle décision peut être consignée dans un document unique ou dans plusieurs documents séparés signés par tous les Gérants. Ces résolutions écrites sont réputées être prises au Luxembourg.

L'article 12 n'est pas applicable si la Société est gérée par un Gérant unique.

**Art. 13. Résolutions des Gérants.** Les résolutions des Gérants doivent être reportées par écrit.

Les procès-verbaux de toutes les réunions du Conseil de Gérance seront signés par les Gérants présents et/ou les mandataires des Gérants représentés. Toutes les procurations y resteront annexées.

Les résolutions du Gérant unique sont signées par le Gérant unique.

Les copies ou extraits des résolutions écrites ou procès-verbaux, qui devront être produits en justice ou ailleurs, pourront être signés par le Président ou, à défaut, par deux (2) Gérants agissant conjointement.

**Art. 14. Frais de gestion et dépenses.** Sous réserve d'approbation par l'Assemblée Générale, les Gérants peuvent recevoir des frais de gestion au titre de l'exercice de leurs fonctions de gestion de la Société et peuvent, en outre, être remboursés pour toutes les dépenses engagées par les Gérants en relation avec la gestion de la Société ou la poursuite de l'objet social de la Société.

**Art. 15. Conflit d'intérêt.** Si l'un des Gérants de la Société a ou pourrait avoir un intérêt personnel dans une opération de la Société (autre qu'une transaction réalisée dans le cadre normal), ce Gérant devra révéler cet intérêt personnel aux autres Gérants et ne doit pas prendre part ou voter sur une telle transaction.

En cas de Gérant unique, il suffit que les transactions entre la Société et son Gérant, qui a un tel intérêt opposé soit constatées par écrit.

Aucun contrat ou autre transaction entre la Société et toute autre société ou entreprise ne sera affecté ou invalidé par le simple fait qu'un ou plusieurs des Gérants ou tout dirigeant de la Société a un intérêt personnel ou est gérant, associé, membre, Associé, dirigeant ou employé de cette autre société ou entreprise. Toute personne liée telle que décrite ci-dessus avec une société ou une entreprise avec laquelle la Société contractera ou autrement engagera une activité ne doit pas, en raison de son affiliation à cette autre société ou entreprise, être automatiquement empêchée de se prononcer, voter ou agir sur toutes les questions à l'égard de ce contrat ou d'une autre activité.

**Art. 16. Responsabilité des Gérants - Indemnisation.** Aucun Gérant ne s'engage, en raison de ses fonctions, à une obligation personnelle en relation avec les engagements pris au nom de la Société.

Les Gérants ne sont responsables que de l'exécution de leurs devoirs.

La Société doit indemniser tout membre du Conseil de Gérance, dirigeant ou employé de la Société et, si applicable, ses successeurs, héritiers, exécuteurs et administrateurs testamentaires pour les dommages et les dépenses raisonnablement contractées par lui en rapport avec toute action, tout procès ou toute procédure dans laquelle il serait impliqué en raison de ses fonctions actuelles ou antérieures de Gérant, dirigeant ou employé ou, à la requête de la Société, de toute autre société dont la Société est actionnaire ou créancière et de laquelle il n'est pas en droit d'être indemnisé, excepté en relation avec des affaires dans lesquelles il sera finalement jugé responsable de faute lourde ou de faute intentionnelle.

En cas d'accord transactionnel, l'indemnisation sera seulement due en ce qui concerne les points couverts par l'accord transactionnel et pour lesquels la Société obtient l'avis de son avocat que la personne qui doit être indemnisée n'est pas coupable d'une faute lourde ou d'une faute intentionnelle. Ce droit d'indemnisation n'exclut pas d'autres droits desquels la personne à être indemnisée est titulaire en vertu des Statuts.

**Art. 17. Réviseurs.** Sauf conformément à la Loi sur les Sociétés Commerciales les comptes annuels statutaires et/ou consolidés de la Société doivent être vérifiés par un réviseur d'entreprise agréé, l'activité de la Société et sa situation financière, y compris ses livres et comptes peuvent, et doivent, dans les cas prévus par la loi, être examinés par un ou plusieurs commissaire(s) aux comptes qui ne doivent pas être Associés eux-mêmes. La Société peut nommer un réviseur d'entreprise agréé, même s'il n'est pas exigé par la loi.

Les commissaires aux comptes ou les réviseurs d'entreprise agréés, le cas échéant, seront nommés par l'Assemblée Générale qui déterminera le nombre de ces réviseurs et la durée de leur mandat. Ils sont éligibles pour un nouveau mandat.

## Chapitre V. - Associés

**Art. 18. Pouvoirs des Associés.** Le ou les Associés exercent les pouvoirs qui leur sont conférés conformément aux Statuts et à la Loi sur les Sociétés Commerciales. L'Associé unique, si tel est le cas, exerce les pouvoirs conférés à l'Assemblée Générale.

Toute Assemblée Générale régulièrement constituée représente l'ensemble des Associés.

**Art. 19. Assemblée Générale annuelle.** Une Assemblée Générale annuelle doit être tenue au siège social de la Société, ou à tout autre endroit de la municipalité du siège social indiqué dans l'avis de convocation.

**Art. 20. Autres Assemblées Générales.** Si la Société se compose de plusieurs Associés, mais n'a pas plus de 25 (vingt-cinq) Associés, les résolutions des Associés peuvent être adoptées par écrit. Les résolutions écrites peuvent être consignées dans un document unique ou dans plusieurs documents séparés ayant le même contenu et signés par les Associés. Les exigences de quorum et de majorité requises pour l'adoption des résolutions par l'Assemblée Générale s'appliquent mutatis mutandis à l'adoption de résolutions écrites.

Les Assemblées Générales, y compris l'Assemblée Générale annuelle se tiendra au siège social de la Société ou à tout autre endroit dans le Grand-Duché de Luxembourg, et peuvent être tenues à l'étranger si, de l'avis des Gérants, qui est ultime, des circonstances de force majeure l'exigent.

**Art. 21. Convocation à une Assemblée Générale.** Sauf en cas d'Associé unique, les Associés se réuniront en Assemblée Générale lors de l'émission d'un avis de convocation conformément aux Statuts ou à la Loi sur les Sociétés Commerciales, par le Conseil de Gérance, subsidiairement, par le(s) commissaire(s) aux comptes (le cas échéant) ou, plus subsidiairement, par les Associés représentant plus de / (la moitié) du capital social.

L'avis de convocation envoyée aux Associés indiquera l'heure et le lieu de la réunion ainsi que l'ordre du jour et la nature des affaires à traiter lors de l'Assemblée Générale concernée. L'ordre du jour d'une Assemblée Générale doit également, le cas échéant, décrire les modifications statutaires proposées et, le cas échéant, précisera le texte des changements affectant l'objet ou la forme de la Société.

Si tous les Associés sont présents ou représentés à l'Assemblée Générale et s'ils déclarent avoir été dûment informés de l'ordre du jour de la réunion, la réunion peut être tenue sans convocation préalable.

**Art. 22. Présence - Représentation.** Tous les Associés ont le droit d'assister et de prendre la parole lors d'une Assemblée Générale.

Un Associé peut agir au cours de toute Assemblée Générale en désignant par écrit, transmis par tout moyen de communication permettant la transmission d'un texte écrit, une autre personne qui n'a pas besoin d'être un Associé lui-même, en tant que mandataire.

**Art. 23. Vote.** Lors d'une Assemblée Générale autre qu'une Assemblée Générale convoquée en vue de modifier les Statuts de la Société ou de voter les résolutions dont l'adoption est soumise aux exigences de quorum et de majorité requises pour une modification des Statuts, les résolutions sont adoptées par les Associés représentant plus d'/(la moitié) du capital social. Si cette majorité n'est pas atteinte lors de la première réunion (ou consultation par écrit), les Associés sont convoqués (ou consultés) une seconde fois et les résolutions sont adoptées, quel que soit le nombre de parts sociales représentées, à la majorité simple des voix exprimées.

Lors d'une Assemblée Générale, convoquée conformément aux Statuts ou à la Loi sur les Sociétés Commerciales, en vue de modifier les Statuts de la Société ou de voter les résolutions dont l'adoption est soumise aux exigences de quorum et de majorité requises pour une modification des Statuts, les exigences de majorité, sous réserve de toute limitation ou provision stipulant le contraire dans le Pacte d'Associés, doivent être une majorité d'Associés représentant en nombre au moins les % (trois quarts) du capital social. Par exception, la nationalité de la Société peut être modifiée par un vote à l'unanimité, sous réserve des dispositions de la Loi sur les Sociétés Commerciales.

**Art. 24. Procès-verbaux.** Les procès-verbaux des réunions de l'Assemblée Générale sont signés par les Associés présents et peuvent être signés par tout Associé ou mandataire d'Associés, sur demande.

Les procès-verbaux adoptés par un Associé unique sont consignés par écrit et signés par l'Associé unique.

Les copies ou extraits des résolutions écrites adoptés par le ou les Associés, ainsi que les procès-verbaux de l'Assemblée Générale qui devront être produits en justice ou autre peuvent être signés par le Président, ou s'il n'y en a pas, par 2 (deux) Gérants agissant conjointement.



## Chapitre VI. - Exercice social, comptes annuels, distribution des bénéfices

**Art. 25. Exercice social.** L'exercice social de la Société commence chaque année le premier jour du mois de janvier et se termine le dernier jour du mois de décembre (l'Exercice Social).

**Art. 26. Adoption des Comptes Annuels.** A la fin de chaque Exercice Social, les comptes sont arrêtés et les Gérants dressent un inventaire des actifs et des passifs, un bilan et un compte de pertes et profits, conformément aux Lois.

Les comptes annuels statutaires et/ou consolidés sont soumis à ou aux Associés pour approbation.

Chaque Associé ou son représentant peut prendre connaissance de ces documents financiers au siège social de la Société. Si la Société est composée de plus de 25 (vingt-cinq) Associés, ce droit peut être exercé seulement dans un délai de quinze (15) jours civils précédant la date fixée pour l'Assemblée Générale annuelle.

**Art. 27. Distribution des bénéfices.** Il est prélevé sur le bénéfice net annuel de la Société 5% (cinq pour cent) qui sont affectés à la réserve légale requise par la loi (la Réserve Légale). Ce prélèvement cessera d'être obligatoire lorsque la Réserve Légale aura atteint 10% (dix pour cent) du capital social de la Société, et il deviendra à nouveau obligatoire si la Réserve Légale descend en dessous du seuil de 10% (dix pour cent) du capital social de la Société.

Après allocation de la Réserve Légale, le ou les Associés détermineront, sous réserve de toute limitation ou provision stipulant le contraire dans le Pacte d'Associés, comment le reliquat des profits annuels nets sera utilisé en allouant tout ou partie à une réserve ou une provision, en reportant à l'année sociale suivante ou en le distribuant, ensemble avec les profits reportés, les réserves distribuables ou la prime d'émission à ou aux Associés, chaque part sociale donnant droit à la même proportion lors de ces distributions.

Sous réserve des conditions (s'il y en a) fixées par la Loi sur les Sociétés Commerciales et conformément aux dispositions précédentes, le Conseil de Gérance peut procéder, sous réserve de toute limitation ou provision stipulant le contraire dans le Pacte d'Associés, à un versement d'acomptes sur dividendes aux Associés. Le Conseil de Gérance fixera le montant et la date de paiement de ces acomptes.

## Chapitre VII. - Dissolution, Liquidation

**Art. 28. Dissolution, Liquidation.** La Société peut être dissoute, à tout moment, par une résolution de ou des Associés adoptée par la moitié des Associés détenant % (trois quarts) du capital social.

En cas de dissolution de la Société, il sera procédé à la liquidation par les soins d'un ou de plusieurs liquidateurs (qui peuvent être des personnes physiques ou morales) nommés par le ou les Associés, qui détermineront leurs pouvoirs et leur rémunération.

Après le paiement de l'ensemble des dettes et charges de la Société, y compris les dépenses de la liquidation, le boni net de la liquidation sera distribué à ou aux Associés, sous réserve de toute limitation ou provision stipulant le contraire dans le Pacte d'Associés, chaque part sociale donnant droit à la même proportion lors de ces distributions.

## Chapitre VIII. - Droit applicable

**Art. 29. Droit applicable.** Toutes les questions qui ne sont pas régies expressément par les présents Statuts seront déterminées conformément au Pacte d'Associés et aux Lois, en particulier à la Loi sur les Sociétés Commerciales.

Si, pour des fins d'interprétation contractuelle ou autres, les termes des présents Statuts sont en contradiction ou inconsistants avec les termes du Pacte d'Associés, les termes du Pacte d'Associés primeront, pour autant que les Lois le permettent.

### *Septième résolution*

L'Assemblée décide de modifier le registre des parts sociales de la Société de manière à refléter les modifications qui précédent et accorde pouvoir et autorisation à tout gérant de la Société ou à tout avocat ou employé de Allen & Overy afin de procéder au nom et pour le compte de la Société, (i) à l'inscription dans le registre des parts sociales de la Société des changements apportés à l'actionnariat et aux Statuts et d'accomplir le cas échéant toutes les formalités y relatives et (ii) de procéder à toutes formalités qui découleraient des résolutions prises ci-dessus.

### *Estimation des coûts*

Les dépenses, frais, rémunérations et charges sous quelque forme que ce soit, qui seront supportés par la Société en conséquence du présent acte sont estimés approximativement à sept mille deux cents euros (EUR 7.200,-).

Le notaire soussigné qui comprend et parle anglais, déclare que la partie comparante l'a requis de documenter le présent acte en langue anglaise, suivi d'une version française; à la requête de la même partie, et en cas de divergence entre le texte anglais et le texte français, le texte anglais fera foi.

Dont acte, passé, date des présentes, à Luxembourg.

Et après lecture faite aux mandataires des parties comparantes, lesdits mandataires des parties comparantes ont signé ensemble avec le notaire le présent acte.

Signé: Baillet, Zhang, Kessler.

Enregistré à Esch/Alzette Actes Civils, le 28 octobre 2013. Relation: EAC/2013/13950. Reçu soixante-quinze euros (75,- €).

Le Receveur ff. (signé): M. Halsdorf.

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

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(130197792) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 novembre 2013.

**AEGON Global Funds, Société d'Investissement à Capital Variable.**

Siège social: L-8070 Bertrange, 31, Z.A.I. Bourmicht.

R.C.S. Luxembourg B 181.732.

—  
**STATUTES**

In the year two thousand and thirteen, on the fourth day of the month of November;

Before Us M<sup>e</sup> Carlo WERSANDT, notary residing in Luxembourg (Grand Duchy of Luxembourg), undersigned;

**THERE APPEARED:**

Transamerica Asset Management, Inc., a company having its registered office at 570 Carillon Parkway, St. Petersburg, Florida, United States of America,

here represented by Mr. Christopher DORTSCHY, professionally residing in Luxembourg, pursuant to a proxy dated the 31<sup>st</sup> day of October, 2013.

The proxy given, signed ne varietur by the proxyholder of the appearing party and the undersigned notary, shall remain annexed to this document to be filed with the registration authorities.

Such appearing party, represented as stated above, has requested the notary to state as follows the articles of incorporation of a société anonyme:

**Art. 1. Denomination.**

1.1 There is hereby established among the subscribers and all those who may become owners of shares hereafter issued, a company in the form of a société anonyme qualifying as société d'investissement à capital variable under the name of "AEGON Global Funds" (hereinafter the "Company").

**Art. 2. Duration.**

2.1 The Company is established for an unlimited duration. The Company may be dissolved by a resolution of the shareholders adopted in the manner required for amendment of these Articles of Incorporation.

**Art. 3. Object.**

3.1 The exclusive object of the Company is to place the funds available to it in transferable securities, money market instruments and other permitted assets with the purpose of spreading investment risks and affording its shareholders the results of the management of its portfolio.

3.2 The Company may take any measures and carry out any operation which it may deem useful in the accomplishment and development of its purpose to the full extent permitted by Part I of the law of 17 December 2010 on undertakings for collective investment, as amended (the "Law of 2010").

**Art. 4. Registered Office.**

4.1 The registered office of the Company is established in Bertrange, in the Grand Duchy of Luxembourg.

4.2 The registered office of the Company may be transferred within the Grand Duchy of Luxembourg by resolution of the board of directors of the Company (the "Board of Directors").

4.3 Branches, subsidiaries or other offices may be established either in Luxembourg or abroad by resolution of the Board of Directors.

4.4 In the event that the Board of Directors determines that extraordinary political or military events have occurred or are imminent that would interfere with the normal activities of the Company at its registered office, or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these abnormal circumstances; such temporary measures shall have no effect on the nationality of the Company which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg company.

**Art. 5. Capital - Shares - Classes and Sub-Funds.**

5.1 The capital of the Company shall be represented by shares of no par value (the "Shares" and each a "Share") and shall at any time be equal to the total net assets of the Company as defined in Article 22 hereof.

5.2 The initial share capital of the Company amounts to three-hundred thousand euro (EUR 300,000) divided into 10,000 fully paid Shares of no par value.

5.3 The minimum capital of the Company shall be the minimum prescribed by Luxembourg law.



5.4 The Board of Directors is authorised without limitation to issue fully paid Shares at any time in accordance with Article 6 at a price based on the Net Asset Value (as defined in Article 22) per Share without reserving to the existing shareholders a preferential right to subscription of the Shares to be issued.

5.5 The Board of Directors may delegate to any of its members (collectively, the "Directors" and each individually, a "Director") or to any officer of the Company or to any duly authorised person, the duty to accept subscriptions and receive payment for such new Shares and to deliver these, remaining always within the provisions of the Law of 2010.

5.6 The capital of the Company, which has an umbrella structure as provided for in article 181 of the Law of 2010, may, as the Board of Directors shall determine, be divided into different portfolios of securities and other assets permitted by law with specific investment objectives and various risk or other characteristics (the "Sub-Funds" and each a "Sub-Fund"). The Sub-Funds may be denominated in different currencies as the Board of Directors shall determine. With regard to third parties, there is no cross liability between Sub-Funds and each Sub-Fund shall be exclusively responsible for all liabilities reasonably attributable to it. Within each Sub-Fund, the Board of Directors may decide to issue different classes of Shares (the "Classes" and each a "Class") which may differ, inter alia, with respect to their charging structure, dividend policies, hedging policies, investment minima, currency of denomination or other specific features, as the Board of Directors may decide to issue. The Board of Directors may decide if and from what date Shares of any such Classes shall be offered for sale, those Shares to be issued on the terms and conditions as shall be decided by the Board of Directors. Where the context so requires, references in these Articles of Incorporation to "Sub-Fund(s)" shall be references to "Class(es)".

5.7 The assets of a specific Sub-Fund are exclusively available to satisfy the rights of creditors whose claims have arisen in connection with the creation, the operation or the liquidation of that Sub-Fund.

5.8 For the purpose of determining the capital of the Company, the net assets attributable to each Sub-Fund shall, if not denominated in U.S. Dollars, be converted into U.S. Dollars and the capital shall be the aggregate of the net assets of all the Sub-Funds. The Company shall prepare consolidated accounts in U.S. Dollars.

#### **Art. 6. Issue of Shares.**

6.1 The Company may elect to issue Shares in both registered or bearer form. The Company shall issue statements of account to certify holdings of shareholders, which shall constitute extracts of the register of shareholders (the "Register").

6.2 If bearer Shares are issued, certificates will be issued in such denominations as the Board of Directors shall decide. If a bearer shareholder requests the exchange of his certificates for certificates in other denominations, he will be charged the cost of such exchange. Bearer Share certificates shall be signed by two Directors. Both such signatures may be either manual, or printed, or by facsimile. However, one of such signatures may be by a person delegated to this effect by the Board of Directors. In such latter case, it shall be manual. The Company may issue temporary Share certificates in such form as the Board of Directors may from time to time determine.

6.3 Shares may be issued only upon acceptance of the subscription and after receipt of the purchase price. The subscriber will, without undue delay, upon acceptance of the subscription and receipt of the purchase price, receive title to the Shares purchased by him and upon application obtain delivery of definitive Share certificates in bearer form or a confirmation of his shareholding.

6.4 Holders of bearer Shares may at any time request switching of their Shares into registered Shares. Holders of registered Shares may only request switching of their Shares into bearer Shares if permitted by the Board of Directors and disclosed in the prospectus of the Company as the same may be amended from time to time (the "Prospectus").

6.5 Payments of dividends will be made by bank transfer or by check to shareholders, in respect of registered Shares, at their address in the Register or to designated third parties and, in respect of bearer Shares, in the manner determined by the Board of Directors from time to time in accordance with Luxembourg law.

6.6 A dividend declared but not paid on a Share for five years cannot thereafter be claimed by the holder of such Share, shall be forfeited by the holder of such Share, and shall revert to the Company. All issued Shares of the Company, other than bearer Shares, shall be inscribed in the Register, which shall be kept by the Company or by one or more persons designated therefor by the Company and such Register shall contain the name of each holder of registered Shares, his residence or elected domicile and the number of Shares held by him. Every transfer of a registered Share shall be entered in the Register.

6.7 Transfer of bearer Shares shall be effected by delivery of the relevant bearer Share certificates. Transfer of registered Shares shall be effected by written declaration of transfer to be inscribed in the Register, dated and signed by the transferor and if so requested by the Company, at its discretion, also signed by the transferee, or by persons holding suitable powers of attorney to act therefor.

6.8 In case of bearer Shares, the Company may consider the bearer, and in the case of registered Shares the Company shall consider the person in whose name the Shares are registered in the Register, as full owner of the Shares.

6.9 Every registered shareholder must provide the Company with an address to which all notices and announcements from the Company may be sent. Such address will also be entered in the Register.

6.10 In the event that a shareholder identified in paragraph 6.9 does not provide such an address, the Company may permit a notice to that effect to be entered in the Register and the shareholder's address will be deemed to be at the

registered office of the Company, or such other address as may be so entered by the Company from time to time, until another address shall be provided to the Company by such shareholder. The shareholder may, at any time, change his address as entered in the Register by means of a written notification to the Company at the Company's registered office, or at such other address as may be set by the Company from time to time.

6.11 If payment made by any subscriber results in the issue of a Share fraction, the person entitled to such fraction shall not be entitled to vote but shall, to the extent the Company shall determine, in its sole discretion, as to the calculation of fractions, be entitled to dividends or other distributions on a pro rata basis. In the case of bearer Shares, only certificates evidencing full Shares will be issued.

6.12 The Company will recognise only one holder in respect of a Share in the Company unless otherwise determined by the Board of Directors and disclosed in the Prospectus. In the event of joint ownership or bare ownership and usufruct, the Company may suspend the exercise of any right deriving from the relevant Share or Shares until one person shall have been designated to represent the joint owners or bare owners and usufructuaries vis-a-vis the Company.

6.13 In the case of joint shareholders, the Company reserves the right to pay any redemption proceeds, distributions or other payments to the first registered holder only, whom the Company may consider to be the representative of all joint holders, or to all joint shareholders together, at its absolute discretion.

#### **Art. 7. Lost and Damaged Certificates.**

7.1 If any shareholder can prove to the satisfaction of the Company that his Share certificate has been mislaid or destroyed, then, at his request, a duplicate Share certificate may be issued under such conditions and guarantees, including a bond

delivered by an insurance company but without restriction thereto, as the Company may determine. At the issuance of the new Share certificate, which shall indicate that it is a duplicate, the original Share certificate replaced by the duplicate certificate shall become void.

7.2 Mutilated Share certificates may be exchanged for new ones by order of the Company. The mutilated certificates shall be delivered to the Company and shall be annulled immediately.

7.3 The Company may, at its election, charge the shareholder for the costs of a duplicate Share certificate and all reasonable expenses incurred by the Company in connection with the issuance and registration thereof, or in connection with the annulment of the original Share certificate(s).

#### **Art. 8. Restrictions on Shareholding.**

8.1 The Board of Directors shall have power to impose or relax such restrictions on any Shares or Sub-Fund (other than any restrictions on transfer of Shares, but including the requirement that Shares be issued only in registered form), but not necessarily on all Shares within the same Sub-Fund, as it may think necessary for the purpose of ensuring that no Shares in the Company or no Shares of any Sub-Fund in the Company are acquired or held by or on behalf of:

(A) any person in breach of the law or requirements of any country or governmental or regulatory authority, if the Board of Directors determines that any Director, the Company, any manager of the Company's assets, any of the Company's investment managers or advisers or any Connected Person (as defined in Article 16) would suffer any disadvantage as a result of such breach;

(B) any person in circumstances which in the opinion of the Board of Directors might result in the Company or its shareholders incurring any liability to taxation or suffering any other pecuniary disadvantage which they might not otherwise have incurred or suffered, including a requirement to register under any securities or investment or similar laws or requirements of any country or authority, or market timing and/or late trading practices.

8.2 Without limiting the generality of the foregoing, the Company may restrict or prevent the ownership of Shares in the Company by any person, firm or corporate body, and, without limitation, by any U.S. Person (as defined in the Prospectus).

8.3 In order to restrict or prevent the ownership of Shares pursuant to the authority granted in paragraph 8.2, the Company may:

(A) decline to issue any Share where it appears to it that such registration would or might result in such Share being directly or beneficially owned by a person who is precluded from holding Shares in the Company (a "Precluded Person");

(B) at any time require any person whose name is entered in the Register to furnish it with any information, supported by affidavit, which it may consider necessary for the purpose of determining whether or not beneficial ownership of such shareholder's Shares rests in a Precluded Person; and

(C) where it appears to the Company that any person who is a Precluded Person, either alone or in conjunction with any other person is a beneficial or registered owner of Shares, the Company may compulsorily redeem from any such shareholder all Shares held by such shareholder in the following manner:

(i) the Company shall serve a notice (hereinafter called the "Redemption Notice") upon the shareholder bearing such Shares or appearing in the register of shareholders as the owner of the Shares to be redeemed, specifying the Shares to be redeemed as aforesaid, the price to be paid for such Shares, and the place at which the Redemption Price (as hereafter defined) in respect of such Shares is payable. Any such Redemption Notice may be served upon such shareholder by posting the same in a prepaid registered envelope addressed to such shareholder at his last address known to or appearing

in the books of the Company. Upon posting of such Redemption Notice, the said shareholder shall be obliged to deliver to the Company the Share certificate or certificates (if issued) representing the Shares specified in the Redemption Notice. Immediately after the close of business on the date specified in the Redemption Notice, such shareholder shall cease to be a shareholder and the Shares previously held by him shall be cancelled;

(ii) the price at which the Shares specified in any Redemption Notice shall be redeemed (the "Redemption Price") shall be an amount equal to the Net Asset Value of Shares of the relevant Sub-Fund and Classes, determined in accordance with Article 22, less any redemption charge payable in respect thereof;

(iii) payment of the Redemption Price will be made to the shareholder appearing as the owner thereof in the currency of denomination of the relevant Sub-Fund or Class and will be deposited by the Company in Luxembourg or elsewhere (as specified in the Redemption Notice) for payment to such person, but if a Share certificate shall have been issued, then only upon surrender of the Share certificate or certificates representing the Shares specified in such notice. The Redemption Price which may not be distributed to the shareholders upon the implementation of the redemption will be deposited with the custodian for a period of six months and after such period, the Redemption Price will be deposited in escrow with the Caisse de Consignation on behalf of the shareholders entitled thereto. Upon deposit of such price as aforesaid no person interested in the Shares specified in such Redemption Notice shall have any further interest in such Shares or any of them, or any claim against the Company or its assets in respect thereof, except the right of the shareholder appearing as the owner thereof to receive the price so deposited (without interest);

(iv) the exercise by the Company of the powers conferred by this Article 8 shall not be questioned or invalidated in any case, on the ground that there was insufficient evidence of ownership of Shares by any person or that the true ownership of any Shares was otherwise than appeared to the Company at the date of any Redemption Notice; provided, that in such case the said powers were exercised by the Company in good faith; and

(v) the Company declines to accept the vote of any Precluded Person at any general meeting of shareholders of the Company.

8.4 In addition to the foregoing, the Board of Directors may restrict the issue and transfer of Shares of a Sub-Fund to institutional investors within the meaning of articles 174, 175 and 176 of the Law of 2010 ("Institutional Investor(s)"). The Board of Directors may, at its discretion, delay the acceptance of any subscription application for Shares of a Sub-Fund reserved for Institutional Investors until such time as the Company has received sufficient evidence that the applicant qualifies as an Institutional Investor. If it appears at any time that a holder of Shares of a Sub-Fund reserved for Institutional Investors is not an Institutional Investor, the Board of Directors will switch the relevant Shares into Shares of a Sub-Fund which is not restricted to Institutional Investors (provided that there exists such a Sub-Fund with similar characteristics) or compulsorily redeem the relevant Shares in accordance with the provisions set forth above in this Article 8. The Board of Directors will refuse to give effect to any transfer of Shares and consequently refuse to enter any transfer of Shares into the register of shareholders in circumstances where such transfer would result in a situation where Shares of a Sub-Fund restricted to Institutional Investors would, upon such transfer, be held by a person not qualifying as an Institutional Investor. In addition to any liability under applicable law, each shareholder who does not qualify as an Institutional Investor, and who holds Shares in a Sub-Fund restricted to Institutional Investors, shall hold harmless and indemnify the Company, the Board of Directors, the other shareholders of the relevant Sub-Fund and the Company's agents for any damages, losses and expenses resulting from or connected to such holding circumstances where the relevant shareholder had furnished misleading or untrue documentation or had made misleading or untrue representations to wrongfully establish its status as an Institutional Investor or has failed to notify the Company of its loss of such status.

#### **Art. 9. Powers of the General Meeting of Shareholders.**

9.1 Any regularly constituted general meeting of the shareholders of the Company shall represent the entire body of shareholders of the Company. Resolutions passed at such general meeting(s) shall be binding upon all shareholders of the Company regardless of the Sub-Fund and Classes of Shares held by them. It shall have the broadest powers to order, carry out or ratify acts relating to the operations of the Company.

#### **Art. 10. General Meetings.**

10.1 The annual general meeting of shareholders shall be held, in accordance with Luxembourg law, in Luxembourg at the registered office of the Company, or at such other place in the municipality of the registered office as may be specified in the notice of meeting, on tenth day of August at 10:00 a.m. Luxembourg time or, if such day is not a bank business day in Luxembourg, on the next bank business day in Luxembourg thereafter. The annual general meeting may be held abroad if, in the absolute and final judgment of the Board of Directors, exceptional circumstances so require.

10.2 Other general meetings of shareholders or Sub-Fund or Class meetings may be held at such place and time as may be specified in the respective notices of meeting. Sub-Fund or Class meetings may be held to decide on any matters which relate exclusively to such Sub-Fund or Class. Two or more Sub-Funds or Classes may be treated as one single Sub-Fund or Class if such Sub-Funds or Classes, as applicable, are affected in the same way by the proposals requiring the approval of shareholders of the relevant Sub-Funds or Classes.

**Art. 11. Notices, Quorum and Votes.**

11.1 The quorum and notice periods required by law shall govern meetings of shareholders of the Company in all respects, including, without limitation, the procedures for convening and conducting such meetings, unless otherwise provided herein.

11.2 Each Share of a Sub-Fund, regardless of the Net Asset Value per Share within its Class, is entitled to one vote subject to the restrictions contained in these Articles of Incorporation. A shareholder may act at any meeting of shareholders by appointing another person as his proxy in writing, by fax or by email. Such proxy shall be deemed valid, provided that it is not revoked, for any reconvened shareholders' meeting.

11.3 Shareholders may also vote by means of a dated and duly completed form which must include the information as set out herein. The Board of Directors may in its absolute discretion indicate in the convening notice that the form must include information in addition to the following information: the name of the Company; the name of the shareholder as it appears in the Register; with respect to bearer Shares, the identification number of the certificate that was issued to the shareholder; the place, date and time of the meeting; the agenda of the meeting; and an indication as to how the shareholder has voted.

11.4 In order for the votes expressed by such form to be taken into consideration for the determination of the quorum, the form must be received by the Company or its appointed agent at least three (3) Business Days before the meeting or any other period as may be indicated in the convening notice by the Board of Directors.

11.5 If so decided by the Board of Directors at its discretion and disclosed in the convening notice for the relevant meeting, shareholders may take part in a meeting by way of videoconference or by any other means of telecommunication which allow them to be properly identified and in such case will be considered as present for the quorum and majority determination.

11.6 Except as otherwise required by law or as otherwise provided herein, resolutions at a meeting of shareholders duly convened will be passed by a simple majority of those present and voting.

11.7 The Board of Directors may determine all other conditions that must be fulfilled by shareholders for them to take part in any meeting of shareholders.

**Art. 12. The Board of Directors.**

12.1 The Company shall be managed by a Board of Directors composed of not less than three members. Members of the Board of Directors need not be shareholders of the Company.

12.2 The Directors shall be elected by the shareholders at their annual general meeting for a period ending at the next annual general meeting and until their successors are elected and qualify; provided, however, that a Director may be removed with or without cause and/or replaced at any time by resolution adopted by the shareholders.

12.3 In the event of a vacancy in the office of a Director because of death, retirement or otherwise, the remaining Directors may meet and may elect, by majority vote, a Director to fill such vacancy until the next meeting of shareholders.

**Art. 13. Proceedings of the Board of Directors.**

13.1 The Board of Directors shall choose from among its members a chairman and may choose from among its members one or more vice-chairmen. It may also choose a secretary, who need not be a Director, who shall be responsible for keeping the minutes of the meetings of the Board of Directors and of the shareholders. The Board of Directors shall meet upon request by the chairman or any two Directors, at the place indicated in the notice of meeting.

13.2 The chairman shall preside at all meetings of shareholders and at the Board of Directors. In his absence, the shareholders or the Board of Directors shall appoint any person as chairman pro tempore by vote of the majority present at any such meeting.

13.3 Written notice of any meeting of the Board of Directors shall be given to all Directors at least twenty-four (24) hours in advance of the hour set for such meeting, except in circumstances of emergency, in which case the nature of circumstances shall be set forth in the notice of meeting. This notice may be waived by the consent in writing, by fax or by email of each Director. Separate notice shall not be required for individual meetings held at times and places prescribed in a schedule previously adopted by resolution of the Board of Directors.

13.4 Any Director may act at any meeting of the Board of Directors by appointing in writing, by fax or by email another Director as his proxy. Directors may also cast their vote in writing, by fax or by email.

13.5 Meetings of the Board of Directors may be held by way of conference call, video conference or by any similar means of communication enabling thus several persons participating therein to simultaneously communicate with each other. Such participation shall be deemed equal to a physical presence at the meeting.

13.6 Any meeting held by means of communication described in paragraph 13.5 shall be deemed to have taken place at the registered office of the Company.

13.7 The Directors may only act at duly convened meetings of the Board of Directors. Directors may not bind the Company by their individual acts, except as specifically permitted by resolution of the Board of Directors.

13.8 The Board of Directors can deliberate or act validly only if at least two Directors are present at a meeting of the Board of Directors. Decisions shall be taken by a majority of the votes of the Directors present or represented at such

meeting. In the event that in any meeting the number of votes for and against a resolution shall be equal, the chairman or, in his absence, the chairman pro tempore shall have a deciding vote.

13.9 Resolutions of the Board of Directors may also be passed in the form of consent resolution in identical terms which may be signed on one or more counterparts by all the Directors.

13.10 The Board of Directors from time to time may appoint the officers of the Company, including a general manager, a secretary, and any assistant general managers, assistant secretaries or other officers considered necessary for the operation and management of the Company. Any such appointment may be revoked at any time by the Board of Directors. Officers need not be Directors or shareholders of the Company. The officers appointed, unless otherwise stipulated in these Articles of Incorporation, shall have the powers and duties given them by the Board of Directors.

13.11 The Board of Directors may delegate its powers to conduct the daily management and affairs of the Company and its powers to carry out acts in furtherance of the corporate policy and purpose, to physical persons or corporate entities which need not be members of the Board of Directors. The Board of Directors may also delegate any of its powers, authorities and discretions to any committee, consisting of such person or persons (whether such person(s) is a member of the Board of Directors or not) as the Board of Directors thinks fit.

#### **Art. 14. Minutes of Board of Directors Meetings.**

14.1 The minutes of any meeting of the Board of Directors shall be signed by the chairman or, in his absence, by the chairman pro tempore who presided at such meeting.

14.2 Copies or extracts of such minutes which may be produced in judicial proceedings or otherwise shall be signed by the chairman, the secretary or by any two Directors.

#### **Art. 15. Determination of the Investment Policies.**

15.1 The Board of Directors shall, based upon the principle of spreading of risks, have power to determine the corporate and investment policy and the course of conduct of the management and business affairs of the Company.

15.2 The Board of Directors shall also determine any restrictions which shall, from time to time, be applicable to the investments of the Company, in accordance with part I of the Law of 2010 including, without limitation, restrictions in respect of:

- (A) the borrowings of the Company and the pledging of its assets, and
- (B) the maximum percentage of assets which the Company may invest in any form or class of security and the maximum percentage of any form or class of security which it may acquire.

15.3 The Board of Directors may decide that investments of the Company be made:

- (A) in transferable securities and money market instruments admitted to or dealt in on a regulated market as defined by the Law of 2010;
- (B) in transferable securities and money market instruments dealt in on another market in a member state of the European Union which is regulated, operates regularly and is recognised and open to the public;
- (C) transferable securities and money market instruments admitted to official listing on a stock exchange in any other country in Europe, Asia, Oceania (including Australia), the American continents and Africa, or dealt in on another market in the countries referred to above; provided, that such market is regulated, operates regularly and is recognised and open to the public;
- (D) in recently issued transferable securities, and money market instruments; provided, that the terms of the issue provide that application be made for admission to official listing in any of the stock exchanges or other regulated markets referred to above and provided that such admission is secured within one year of issue; and
- (E) in any other transferable securities, instruments or other assets within the restrictions as shall be set forth by the Board of Directors in compliance with applicable laws and regulations and disclosed in the sales documents of the Company.

15.4 The Board of Directors of the Company may decide to invest up to one hundred percent (100%) of the net assets of each Class and/or Sub-Fund of the Company in different transferable securities and money market instruments issued or guaranteed by any member state of the European Union; its local authorities; a non- member state of the European Union, as acceptable by the Luxembourg supervisory authority and disclosed in the sales documents of the Company; public international bodies of which one or more of such member states are members; or by any other member state of the Organisation for Economic Cooperation and Development, provided, that in the case where the Company decides to make use of this provision it must hold, on behalf of the Class and/or Sub-Fund concerned, securities from at least six different issues and securities from any one issue may not account for more than thirty percent (30%) of the total net assets of such class.

15.5 The Board of Directors may decide that investments of the Company be made in financial derivative instruments, including equivalent cash settled instruments, dealt in on a regulated market as referred to in the Law of 2010 and/or financial derivative instruments dealt in over-the-counter markets; provided, that, among others, the underlying instrument consists of instruments covered by Article 41 (1) of the Law of 2010, financial indices, interest rates, foreign exchange



rates or currencies, in which the Company may invest according to its investment objectives as disclosed in the sales documents of the Company.

15.6 The Board of Directors may decide that investments of a Sub-Fund of the Company be made so as to replicate stock indices and/or debt securities indices to the extent permitted by the Law of 2010 provided that the relevant index is recognised as having a sufficiently diversified composition, is an adequate benchmark and is published in any appropriate manner.

15.7 The Board of Directors may invest and manage all or any part of the assets of two or more Classes or Sub-Funds on a pooled basis, as described in Article 23, where it is appropriate with regard to their respective investment sectors to do so.

15.8 When investments of the Company are made in the capital of subsidiary companies which, exclusively on the Company's behalf carry on only the business of management, advice or marketing in the country where the subsidiary is located, with regard to the redemption of Shares at the request of shareholders, paragraphs (1) and (2) of Article 48 of the Law of 2010 do not apply.

15.9 The Board of Directors can decide that a Sub-Fund may subscribe, acquire and/or hold Shares to be issued or issued by one or more other Sub-Funds without the Company being subject to the requirements of the law of 10 August 1915 on commercial companies, as amended, with respect to the subscription, acquisition and/or the holding of its own Shares, under the conditions set out under article 181 (8) of the Law of 2010.

#### **Art. 16. Director's Interest.**

16.1 No contract or other transaction between the Company and any other company or firm shall be affected or invalidated by the fact that any one or more of the Directors or officers of the Company is interested in, or is a director, associate officer or employee of such other company or firm (a "Connected Person"). Any Director or officer of the Company who serves as a director, officer or employee of any company or firm with which the Company shall contract or otherwise engage in business shall not, by reason of such an affiliation with such other company or firm, be prevented from considering and voting or acting upon any matters with respect to such contract or other business, subject to paragraphs 16.2 and 16.3, below.

16.2 In the event that any Director or officer of the Company has a personal interest in any transaction of the Company, such Director or officer shall make known to the Board of Directors such personal interest, shall not consider or vote on any such transactions, and such Director's or officer's interest shall be reported to the next succeeding meeting of shareholders.

16.3 The term "personal interest", as used in the preceding sentence, shall not include any relationship with or interest in any matter, position or transaction involving Transamerica Asset Management, Inc. ("TAM"), or any subsidiary or affiliate thereof or such other corporation or entity as may from time to time be determined by the Board of Directors unless such a "personal interest" is considered to be a conflicting interest by applicable laws and regulations.

#### **Art. 17. Indemnity.**

17.1 Subject to the exceptions and limitations listed below, every person who is, or has been a Director or officer of the Company shall be indemnified by the Company to the fullest extent permitted by law against liability and against all expenses reasonably incurred or paid by him in connection with any claim, action, suit or proceeding in which he becomes involved as a party or otherwise by virtue of his being or having been such Director or officer and against amounts paid or incurred by him in the settlement thereof.

17.2 The words "claim", "actions", "suit", or "proceeding", shall apply to all claims, actions, suits or proceedings (civil, criminal or other including appeals), actual or threatened, and the words "liability" and "expenses" shall include, without limitation, attorney's fees, costs, judgments, amounts paid in settlement, fines, penalties and other liabilities.

17.3 No indemnification shall be provided hereunder to a Director or officer:

(A) against any liability to the Company or its shareholders by reason of wilful misfeasance, bad faith, negligence or reckless disregard of the duties involved in the conduct of his office;

(B) with respect to any matter as to which he shall have been finally adjudicated not to have acted in good faith and in the reasonable belief that his action was in the best interests of the Company; or

(C) in the event of a settlement, unless there has been a determination that such Director or officer did not engage in wilful misfeasance, bad faith, negligence or reckless disregard of the duties involved in the conduct of his office:

(i) by a court or other body approving the settlement; or

(ii) by vote of two thirds (2/3) of those members of the Board of Directors of the Company constituting at least a majority of such Board of Directors who are not themselves involved in the claim, action, suit or proceeding; or

(iii) by written opinion of independent counsel.

17.4 The right of indemnification provided by this Article 17 may be insured against by policies maintained by the Company, shall be severable, shall not affect any other rights to which any Director or officer may now or hereafter be entitled, shall continue as to a person who has ceased to be such Director or officer and shall inure to the benefit of the heirs, executors and administrators of such a person. Nothing contained herein shall affect any rights to indemnification to which corporate personnel other than Directors and officers may be entitled by contract or otherwise under law.

17.5 Expenses in connection with the preparation and presentation of a defense to any claim, action, suit or proceeding of the character described in this Article 17 may be advanced by the Company, prior to final disposition thereof upon receipt of any undertaking by or on behalf of the officer or Director, to repay such amount if it is ultimately determined that he is not entitled to indemnification under this Article.

#### **Art. 18. Administration.**

18.1 The Company will be bound by the joint signature of any two Directors or by the joint or single signature of any Director or officer to whom authority has been delegated by the Board of Directors.

18.2 All powers not expressly reserved by law or by the Articles of Incorporation to the general meeting of shareholders are in the competence of the Board of Directors.

#### **Art. 19. Auditor.**

19.1 The Company shall appoint an independent auditor who shall carry out the duties prescribed by the Law of 2010. The independent auditor shall be elected by the annual general meeting of shareholders and serve until its successor shall have been elected.

#### **Art. 20. Redemption and Switching of Shares.**

20.1 Without limiting the provisions provided in this Article 20, the Company has the power to redeem its own Shares at any time within the sole limitations set forth by law.

20.2 Any shareholder may request the redemption of all or part of his Shares by the Company; provided, that:

(A) in the case of a request for redemption of part of his Shares, the Company may redeem all of the remaining Shares held by such Shareholder, if compliance with such redemption request would result in the aggregate Net Asset Value of the outstanding Shares of any one Sub-Fund being less than such amount or number of Shares as determined by the Board of Directors and disclosed in the Prospectus from time to time; and

(B) the Company may limit the total number of Shares of any Sub-Fund which may be redeemed on a dealing day to a number representing a percentage (as set out in the Prospectus) of the net assets of a same Sub-Fund or a percentage (as set out in the Prospectus) of the net assets of Classes related to a single pool of assets in the Company.

20.3 If redemption is deferred pursuant to paragraph 20.3, the relevant Shares shall be redeemed at the Share price based on the Net Asset Value per Share prevailing at the date on which the redemption is effected, less any redemption charge in respect thereof.

20.4 The redemption price shall be paid normally, within a period as determined by the Board of Directors and disclosed in the Prospectus following the later of the date on which the applicable Share price was determined or on the date the Share certificates (if issued) have been received by the Company and shall be based on the Share price for the relevant Class of the relevant Sub-Fund as determined in accordance with the provisions of Article 22 hereof, less any redemption charge in respect thereof. If in exceptional circumstances the liquidity of the portfolio of assets maintained in respect of the Shares being redeemed is not sufficient to enable the payment to be made within such a period, such payment shall be made as soon as reasonably practicable thereafter but without interest.

20.5 Any such request must be filed or confirmed by such shareholder in written form at the registered office of the Company in Luxembourg or with any other person or entity appointed by the Company as its agent for redemption of Shares. The certificate or certificates for such Shares in proper form and accompanied by proper evidence of transfer or assignment must be received by the Company or its agent appointed for that purpose before the redemption price may be paid.

20.6 The Company shall have the right, if the Board of Directors so determines, to satisfy payment of the redemption price to any shareholder requesting redemption of any of his Shares (but subject to the consent of the shareholder) in specie by allocating to the holder investments from the portfolio of the relevant Sub-Fund equal in value (calculated in the manner described in Article 22 hereof) to the value of the holding to be redeemed. The nature and type of assets to be transferred in such case shall be determined on a fair and reasonable basis and without prejudicing the interests of the other holders of Shares in the relevant Sub-Fund and the valuation used shall be confirmed by a special report by the Company's auditor.

20.7 Shares of the capital stock of the Company redeemed by the Company shall be cancelled.

20.8 Unless otherwise determined by the Board of Directors and disclosed in the Prospectus, any shareholder may request switching of the whole or part of his Shares of one Class of a Sub-Fund into Shares of a Class of another Sub-Fund or in another Class of the same Sub-Fund based on a switching formula as determined from time to time by the Board of Directors and disclosed in the Prospectus provided that the Board of Directors may impose such restrictions as to, inter alia, frequency of switching, and may make switching subject to payment of such charge, as it shall determine and disclose in the current Prospectus.

#### **Art. 21. Valuations and Suspension of Valuations.**

21.1 For the purpose of determining the issue, switching, and redemption on price thereof, the Net Asset Value of Shares in the Company shall be determined as to the Shares of each Class of each Sub-Fund by the Company from time

to time, but in no instance less than two (2) times per month, as the Board of Directors by resolution may direct (every such day or time for determination of Net Asset Value being referred to herein as a "Valuation Day").

21.2 The Company may suspend the determination of the Net Asset Value of Shares of one or more Sub-Funds and/or the issue, redemption and/or switching of Shares in the following cases:

(A) during any period when any market or stock exchange, which is the principal market or stock exchange on which a material part of the investments of the relevant Sub-Fund for the time being are quoted, is closed, other than for legal holidays or during which dealings are substantially restricted or suspended; provided, that such restriction or suspension affects the valuation of the investments of the Sub-Fund attributable to such Sub-Fund;

(B) during any period in which a Liquidity Event (as defined in the Prospectus) is determined by U.S. regulators;

(C) during the existence of any state of affairs which constitutes an emergency, in the opinion of the Board of Directors, as a result of which disposal or valuation of investments of the relevant Sub-Fund by the Company is not possible;

(D) during any breakdown in the means of communication normally employed in determining the price or value of any of the relevant Sub-Fund's investments or the current price or value on any market or stock exchange;

(E) if the Company is being (or is proposed to be) wound up or merged, from the date on which notice is given of a general meeting of shareholders at which a resolution to wind up or merge the Company is to be proposed or if a Sub-Fund is being liquidated or merged, from the date on which the relevant notice is given;

(F) when for any other reason the prices of any investments owned by the Company attributable to a Sub-Fund cannot promptly or accurately be ascertained (including the suspension of the calculation of the net asset value of an underlying undertaking for collective investment);

(G) during any period when the Company is unable to repatriate funds for the purpose of making payments on the redemption of Shares of a Sub-Fund or during which any transfer of funds involved in the realisation or acquisition of investments or payments due on redemption of Shares cannot, in the opinion of the Board of Directors, be effected at normal rates of exchange; or

(H) any other circumstances beyond the control of the Board of Directors.

21.3 The Board of Directors may, in any of the circumstances listed above, suspend the issue, redemption and/or switching of Shares without suspending the calculation of the Net Asset Value.

21.4 A notice of the beginning and of the end of any period of suspension pursuant to paragraph 21.2 will be published in a Luxembourg newspaper and in any other newspaper(s) selected by the Board of Directors, if, in the opinion of the Board of Directors, it is likely to exceed seven (7) Business Days. Shareholders will be promptly informed by mail of any such suspension and of the termination thereof.

21.5 Notice will likewise be given to any applicant or shareholder, as applicable, applying for purchase, redemption, or switching of Shares in the Sub-Fund(s) concerned. Such shareholders may give notice that they wish to withdraw their application for subscription, redemption and switching of Shares. If no such notice is received by the Company such application for redemption or switching as well as any application for subscription will be dealt with on the first Valuation Day following the end of the period of suspension.

21.6 The suspension of the Net Asset Value calculation of a Sub-Fund shall have no effect on the calculation of the Net Asset Value, the issue, sale, redemption and switching of Shares of any other Sub-Fund for which the Net Asset Value calculation is not suspended.

## **Art. 22. Determination of Net Asset Value.**

22.1 The net asset value (the "Net Asset Value") of Shares of each Sub-Fund shall be expressed as a per Share figure in the currency of the relevant Sub-Fund as determined by the Board of Directors and shall be determined in respect of any Valuation Day by dividing the net assets of the Company corresponding to each Sub-Fund, being the value of the assets of the Company corresponding to such Sub-Fund less any liabilities attributable to such Sub-Fund at such time or times as the Directors may determine at the place where the Net Asset Value is calculated, by the number of Shares of the relevant Sub-Fund then outstanding adjusted to reflect any dealing charges, dilution levies or fiscal charges which the Board of Directors feels it is appropriate to take into account in respect of that Sub-Fund and by rounding the resulting sum as provided in the sales documents of the Company.

22.2 The Net Asset Value of the Company is expressed in U.S. Dollars.

(A) The assets of the Company shall be deemed to include:

(i) all cash on hand or on deposit, including any interest accrued thereon;

(ii) all bills and demand notes and accounts receivable (including proceeds of securities sold but not delivered);

(iii) all bonds, time notes, shares, stock, debenture stocks, units/shares in undertakings for collective investment, subscription rights, warrants, options and other investments and securities owned or contracted for by the Company;

(iv) all stock, stock dividends, cash dividends and cash distributions receivable by the Company (provided that the Company may make adjustments with regard to fluctuations in the market value of securities caused by trading ex-dividends, ex-rights or similar practices);

(v) all interest accrued on any interest-bearing securities owned by the Company except to the extent that the same is included or reflected in the principal amount of such security;



- (vi) the preliminary expenses of the Company insofar as the same have not been written off; and
- (vii) all other assets of every kind and nature, including prepaid expenses.

(B) The value of the assets of the Company shall be determined as follows:

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

(ii) the value of securities and/or financial derivative instruments which are quoted or dealt in on any stock exchange shall be based, except as defined in (iii) below, in respect of each security on the last reported sales prices on the stock exchange which is normally the principal market for such security;

(iii) where investments of the Company are both listed on a stock exchange and dealt in by market-makers outside the stock exchange on which the investments are listed then the Board of Directors will determine the principal market for the investments in question and they will be valued at the latest available price in that market;

(iv) securities dealt in on another regulated market are valued in a manner as near as possible to that described in paragraph (ii);

(v) in the event that any of the securities held in the Company's portfolio on the Valuation Day are not quoted or dealt in on a stock exchange or another regulated market, or for which no price quotation is available, or if the price as determined pursuant to sub-paragraphs (ii) and/or (iv) is not in the opinion of the Board of Directors representative of the fair market value of the relevant securities, the value of such securities shall be determined prudently and in good faith, based on the reasonably foreseeable sale price or any other fair appropriate valuation principles;

(vi) the financial derivative instruments which are not listed on any official stock exchange or traded on any other organised market will be valued in a reliable and verifiable manner on a daily basis and verified by a competent professional appointed by the Board of Directors;

(vii) units or shares in underlying open-ended investment funds shall be valued at their last available net asset value reduced by any applicable charges;

(viii) liquid assets and money market instruments are valued at their market price, at their nominal value plus accrued interest or on an amortised cost basis in accordance with the European Securities and Markets Authority's guidelines on a common definition of European money market funds. If the Company considers that an amortization method can be used to assess the value of a money market instrument, it will ensure that this will not result in a material discrepancy between the value of the money market instrument and the value calculated according to the amortization method;

(ix) in the event that the above mentioned calculation methods are inappropriate or misleading, the Board of Directors may adjust the value of any investment or permit some other method of valuation to be used for the assets of the Company if it considers that the circumstances justify that such adjustment or other method of valuation should be adopted to reflect more fairly the value of such investments.

22.3 The Board of Directors may, in its absolute discretion, use different valuation methods than those set out above. In any case, the valuation methods will be disclosed in the Prospectus.

22.4 The liabilities of the Company shall be deemed to include:

(A) all loans, bills and accounts payable;

(B) all accrued or payable administrative expenses (including but not limited to investment advisory fee, performance or management fee, custody fees and corporate agents' fees);

(C) all known liabilities, present and future, including all matured contractual obligations for payments of money or property, including the amount of any unpaid dividends declared by the Company where the Valuation Day falls on the record date for determination of the person entitled thereto or is subsequent thereto;

(D) an appropriate provision for future taxes based on capital and income on the Valuation Day, as determined from time to time by the Company, and other provisions if any authorized and approved by the Board of Directors covering among others liquidation expenses; and

(E) all other liabilities of the Company of whatsoever kind and nature except liabilities represented by Shares in the Company. In determining the amount of such liabilities the Company shall take into account all expenses payable by the Company comprising formation expenses, the remuneration and expenses of its Directors, conducting persons and officers, including their insurance cover, fees payable to its investment advisers or investment managers, fees and expenses payable to its service providers and officers, accountants, custodian and its correspondents, domiciliary, registrar and transfer agents, any paying agent and permanent representatives in places of registration, any other agent employed by the Company, fees and expenses incurred in connection with the listing of the Shares of the Company at any stock exchange or to obtain a quotation or another regulated market, fees and expenses in respect of premises and information technology costs for the Conducting Persons, fees for legal and tax advisers in Luxembourg and abroad, fees for auditing services, printing, reporting and publishing expenses, including the cost of preparing, translating, distributing and printing of the prospectuses, notices, rating agencies, explanatory memoranda, registration statements, or of interim and annual reports taxes or governmental charges, shareholders servicing fees and distribution fees payable to distributors of Shares in the Company, currency conversion costs, and all other operating expenses, including the cost of buying and selling

assets, interest, bank charges and brokerage, postage, telephone and telex. The Company may calculate administrative and other expenses of a regular or recurring nature on an estimated figure for yearly or other periods in advance, and may accrue the same in equal proportions over any such period.

22.5 The Board of Directors shall establish a portfolio of assets for each Sub-Fund, and if applicable, for each Class in the following manner:

(A) the proceeds from the allotment and issue of each Sub-Fund or Class shall be applied in the books of the Company to the portfolio of assets established for that Sub-Fund or Class, and the assets and liabilities and income and expenditure attributable thereto shall be applied to such portfolio subject to the provisions of this Article;

(B) where any asset is derived from another asset, such derivative asset shall be applied in the books of the Company to the same portfolio as the assets from which it was derived and on each re-evaluation of an asset, the increase or diminution in value shall be applied to the relevant portfolio;

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

(D) in the case where any asset or liability of the Company cannot be considered as being attributable to a particular Class or Sub-Fund, such asset or liability shall be allocated to all the Classes or Sub-Funds pro rata based on the Net Asset Values of each portfolio; provided, that all liabilities attributable to a Class or Sub-Fund shall be binding on that Class or Sub-Fund; and

(E) upon the record date for the determination of the person entitled to any dividend declared on any Class or Sub-Fund, the Net Asset Value of such Class or Sub-Fund shall be reduced by the amount of such dividends.

22.6 Each pool of assets and liabilities shall consist of a portfolio of transferable securities, money market instruments and other assets in which the Company is authorised to invest, and the entitlement of each Share class which is issued by the Company in relation with a same pool will change in accordance with the rules set out below.

22.7 In addition there may be held within each pool on behalf of one specific Share class or several specific Share classes, assets which are class specific and kept separate from the portfolio which is common to all Share classes related to such pool and there may be assumed on behalf of such class or Share classes specific liabilities.

22.8 The proportion of the portfolio which shall be common to each of the Share classes related to a same pool which shall be allocable to each class of Shares shall be determined by taking into account issues, redemptions, distributions, as well as payments of class specific expenses or contributions of income or realisation proceeds derived from class specific assets, whereby the valuation rules set out below shall be applied mutatis mutandis.

22.9 The percentage of the Net Asset Value of the common portfolio of any such pool to be allocated to each class of Shares shall be determined as follows:

(A) the percentage of the net assets of the common portfolio to be initially allocated to each Share Class shall be in proportion to the respective number of the Shares of each Class at the time of the first issuance of Shares of a new class;

(B) the issue price received upon the issue of Shares of a specific Class shall be allocated to the common portfolio and result in an increase of the proportion of the common portfolio attributable to the relevant Share class;

(C) if, with respect to one Share class, the Company acquires specific assets or pays class specific expenses (including any portion of expenses in excess of those payable by other Share classes) or makes specific distributions or pays the redemption price in respect of Shares of a specific class, the proportion of the common portfolio attributable to such class shall be reduced by the acquisition cost of such class specific assets, the specific expenses paid on behalf of such class, the distributions made on the Shares of such class or the redemption price paid upon redemption of Shares of such class;

(D) the value of class specific assets and the amount of class-specific liabilities are attributed only to the Share class or classes to which such assets or liabilities relate and this shall increase or decrease the Net Asset Value per Share of such specific Share class or classes.

22.10 For the purposes of this Article:

(A) Shares for which a subscription request has been accepted but payment has not yet been received shall be deemed to be existing as from the close of business on the Valuation Day on which they have been allotted and the price therefor, until received by the Company, shall be deemed a debt due to the Company;

(B) Shares of the Company to be redeemed under Article 20 hereof shall be treated as existing and taken into account until immediately after the close of business on the Valuation Day referred to in this Article, and from such time and until paid the price therefor shall be deemed to be a liability of the Company;

(C) all investments, cash balances and other assets of the Company not expressed in the currency in which the Net Asset Value of any Sub-Fund is denominated, shall be valued after taking into account the market rate or rates of exchange in force at the date and time for determination of the asset value of Shares; and

(D) effect shall be given on any Valuation Day to any purchases or sales of securities contracted for by the Company on such Valuation Day, to the extent practicable.

22.12 If the Board of Directors so determines, the Net Asset Value of the Shares of each Sub-Fund may be converted at the middle market rate into such other currencies than the currency of denomination of the relevant class, referred to above, and in such case the issue and redemption price per Share of such Sub-Fund may also be determined in such currency based upon the result of such conversion.

#### **Art. 23. Pooling.**

23.1 The Board of Directors may invest and manage all or any part of the pools of assets established for each Sub-Fund (hereafter referred to as "Participating Funds") on a pooled basis where it is applicable with regard to their respective investment sectors to do so. Any such enlarged asset pool ("Enlarged Asset Pool") shall first be formed by transferring to it cash or (subject to the limitations mentioned below) other assets from each of the Participating Funds. Thereafter the Board of Directors may from time to time make further transfers to the Enlarged Asset Pool. It may also transfer assets from the Enlarged Asset Pool to a Participating Fund, up to the amount of the participation of the Participating Fund concerned. Assets other than cash may be allocated to an Enlarged Asset Pool only where they are appropriate to the investment sector of the Enlarged Asset Pool concerned. A Participating Fund will have rights against all the cash and other assets included in the Enlarged Asset Pool.

23.2 A Participating Fund's participation in an Enlarged Asset Pool shall be measured by reference to notional units ("Units") of equal value in the Enlarged Asset Pool. On the formation of an Enlarged Asset Pool, the Board of Directors shall in its discretion determine the initial value of a Unit which shall be expressed in such currency as the Board of Directors considers appropriate, and shall allocate to each Participating Fund Units having an aggregate value equal to the amount of cash (or to the value of other assets) contributed. Fractions of Units, calculated to three decimal places, may be allocated as required. Thereafter the value of a Unit shall be determined by dividing the net asset value of the Enlarged Asset Pool (calculated as provided below) by the number of Units subsisting.

23.3 When additional cash or assets are contributed to or withdrawn from an Enlarged Asset Pool, the allocation of Units of the Participating Fund concerned will be increased or reduced, as applicable, by a number of Units determined by dividing the amount of cash or value of assets contributed or withdrawn by the current value of a Unit. Where a contribution is made in cash it may be treated for the purpose of this calculation as reduced by an amount which the Board of Directors considers appropriate to reflect fiscal charges and dealing and purchase costs which may be incurred in investing the cash concerned; in the case of a cash withdrawal a corresponding addition may be made to reflect costs which may be incurred in realising securities or other assets of the Enlarged Asset Pool.

23.4 The value of assets contributed to, withdrawn from, or forming part of an Enlarged Asset Pool at any time and the net asset value of the Enlarged Asset Pool shall be determined in accordance with the provisions (mutatis mutandis) of Article 22 provided that the value of the assets referred to above shall be determined on the day of such contribution or withdrawal.

23.5 Dividends, interests and other distributions of an income nature received in respect of the assets in an Enlarged Asset Pool will be immediately credited to the Participating Funds, in proportion to their respective entitlements to the assets in the Enlarged Asset Pool at the time of receipt.

#### **Art. 24. Issue of Shares.**

24.1 Whenever the Company shall offer Shares for subscription, the price per Share at which such Shares shall be offered and sold, shall be based on the Share price for the relevant Class of the relevant Sub-Fund plus an initial sales charge of up to 5.5% of the Net Asset Value per Share. The price so determined shall be payable within a period as determined by the Board of Directors and disclosed in the Prospectus. The Share price (not including the sales commission) may, upon approval of the Board of Directors and subject to all applicable laws, including the requirement to prepare a special audit report by the Company's auditor confirming the value of any assets contributed in kind, be paid by contributing to the Company securities acceptable to the Board of Directors consistent with the investment policy and investment restrictions of the Company.

#### **Art. 25. Distributors.**

25.1 The Board of Directors may permit any company or other person appointed for the purpose of distributing Shares of the Company to charge any applicant for Shares a sales commission of such amount as such company or other person may determine but not exceeding 5.5% of the amount which the relevant applicant may decide to invest in Shares and such company may differentiate between applicants as to the amount of such sales commission (within the permitted limit); the Company may not pay from its own assets any brokerage or commission to agents in relation to the issue or sale of Shares.

#### **Art. 26. Accounting Year.**

26.1 The accounting year of the Company shall begin on 1 May of each year and shall terminate on 30 April of the same year. The accounts of the Company shall be expressed in U.S. Dollars or such other currency as the Board of Directors may determine. Where there shall be different Sub-Funds as provided for in Article 5 hereof, and if the accounts within such Sub-Funds are expressed in different currencies, such accounts shall be converted into U.S. Dollars and aggregated for the purpose of determining the accounts of the Company.

**Art. 27. Custodian.**

27.1 The Company shall enter into a custodian agreement with a bank which shall satisfy the requirements of the Law of 2010 (the "Custodian"). All securities, cash and other assets of the Company are to be held by or to the order of the Custodian who shall assume, in its role as Custodian to the Company and its shareholders, the responsibilities provided by law.

27.2 In the event that the Custodian provides notice of its intent to resign, the Board of Directors shall use their best efforts to find within two (2) months a corporation to act as custodian and, upon doing so, the Board of Directors shall appoint such corporation to be custodian in place of the retiring Custodian. The Board of Directors may terminate the appointment of the Custodian but shall not remove the Custodian unless and until a successor custodian shall have been appointed in accordance with this provision to act in the place thereof.

**Art. 28. Investment Adviser.**

28.1 The Company or its management company authorised under chapter 15 of the Law of 2010, as applicable, shall enter into investment advisory agreements with TAM or any affiliated or associated company thereof (the "Investment Adviser(s)") for the management of the assets of the Company and assistance with respect to its portfolio selection. The Board of Directors may authorise the Investment Adviser(s) to delegate from time to time the power to implement the investment policy and manage the assets of the Company. In the event of termination of said agreements in any manner whatsoever, the Company will, if applicable, change its name forthwith upon the request of any Investment Adviser(s) to another name not resembling the one specified in Article 1 hereof.

**Art. 29. Term, Liquidation, Merger and Division.**

29.1 In the event of a dissolution of the Company, liquidation must be carried out by one or more liquidators (who may be physical persons or legal entities) named by the meeting of shareholders effecting such dissolution and which shall determine the liquidator(s)'s powers and their compensation. The net proceeds of liquidation corresponding to each Class (within each Sub-Fund) will be distributed by the liquidators to the holders of Shares of each Class of each Sub-Fund in proportion to the number of Shares held by each the holder in such category of such Class.

29.2 The liquidation must be completed, in principle, within a period of nine (9) months from the date of the decision relating to the liquidation. Where the liquidation of the Company cannot be fully completed within nine (9) months, a written request for exemption shall be submitted to the Commission de Surveillance du Secteur Financier ("CSSF") detailing the reasons why the liquidation cannot be completed.

29.3 As soon as it has been determined that the liquidation of the Company is complete, whether this decision is taken before the nine (9) month period has expired or at a later date, any residual funds not claimed by shareholders prior to the completion of the liquidation shall be deposited as soon as possible at the Caisse de Consignation.

29.4 A Sub-Fund or a Class may be terminated by resolution of the Board of Directors if (i) the Net Asset Value of a Sub-Fund or a Class is below such amount as determined by the Board of Directors and disclosed in the Prospectus from time to time; (ii) in the event of special circumstances beyond its control, such as political, economic, or military emergencies; or (iii) if the Board of Directors should conclude, in light of prevailing market or other conditions, including conditions that may adversely affect the ability of a Sub-Fund or a Class to operate in an economically efficient manner, and with due regard to the best interests of shareholders, that a Sub-Fund or a Class should be terminated. In such event, the assets of the Sub-Fund or the Class will be realized, the liabilities discharged and the net proceeds of realization distributed to shareholders in proportion to their holding of Shares in that Sub-Fund or Class against such evidence of discharge as the Board of Directors may reasonably require. Shareholders shall be notified of any decision made pursuant to this paragraph as required. No Shares shall be redeemed after the date of the decision to liquidate the Sub-Fund or a Class.

29.5 The liquidation of a Sub-Fund or a Class must be completed, in principle, within a period of nine (9) months from the date of decision of the Board of Directors relating to the liquidation. Where the liquidation of a Sub-Fund or a Class cannot be fully completed within a period of nine (9) months, a written request for exemption shall be submitted to the CSSF detailing the reasons why the liquidation cannot be completed.

29.6 As soon as it has been determined that the liquidation of the Company is complete, whether this decision is taken before the nine (9) month period has expired or at a later date, any residual funds not claimed by shareholders prior to the completion of the liquidation shall be deposited as soon as possible at the Caisse de Consignation.

29.7 The Company may be merged in accordance with the provisions of the Law of 2010. In the event the Company is involved in a merger as the surviving undertaking for collective investment in transferable securities ("UCITS"), the Board of Directors, in its sole discretion, will decide on the merger and the effective date thereof; in the event the Company is involved in a merger as the absorbed UCITS and thereafter ceases to exist, a general meeting of shareholders will be required to approve and decide on the effective date of such merger by a resolution adopted with no quorum requirement and at the simple majority of the votes validly cast at such meeting. Any applicable contingent deferred sales charges are not to be considered as redemption charges and shall therefore be due.

29.8 The Board of Directors may resolve to proceed with a merger (within the meaning of the Law of 2010) of any Sub-Fund, either as receiving or absorbed Sub-Fund, with (i) another existing Sub-Fund within the Company or another sub-fund within another Luxembourg or foreign UCITS; or (ii) a new Luxembourg or foreign UCITS, and as appropriate,

to re-designate the Shares of the Sub-Fund concerned as Shares of the new Sub-Fund or of the new UCITS as applicable. Any applicable contingent deferred sales charges are not to be considered as redemption charges and shall therefore be due.

29.9 A Class may merge with one or more other Classes by resolution of the Board of Directors if the Net Asset Value of a Class is below such amount as determined by the Board of Directors and disclosed in the Prospectus from time to time or in the event of special circumstances beyond its control, such as political, economic, or military emergencies, or if the Board of Directors should conclude, in light of prevailing market or other conditions, including conditions that may adversely affect the ability of a Class to operate in an economically efficient manner, and with due regard to the best interests of shareholders, that a Class should be merged. Shareholders shall be notified of any decision made pursuant to this paragraph as required. Each shareholder of the relevant Class shall be given the option, within a period to be determined by the Board of Directors (but not being less than one (1) month, unless otherwise authorised by the regulatory authorities, and specified in said notice), to request free of any redemption charge either the repurchase of its Shares or the exchange of its Shares against Shares of any Class not concerned by the merger. Any applicable contingent deferred sales charges are not to be considered as redemption charges and shall therefore be due.

29.10 A Class may be contributed to another investment fund by resolution of the Board of Directors in the event of special circumstances beyond its control, such as political, economic, or military emergencies, or if the Board of Directors should conclude, in light of prevailing market or other conditions, including conditions that may adversely affect the ability of a Class to operate in an economically efficient manner, and with due regard to the best interests of shareholders, that a Class should be contributed to another fund. Shareholders shall be notified of any decision made pursuant to this paragraph as required. Each shareholder of the relevant Class shall be given the option within a period to be determined by the Board of Directors (but not being less than one month, unless otherwise authorised by the regulatory authorities, and specified in said notice) and specified in said notices, to request, free of any redemption charge, the repurchase of its Shares. Any applicable contingent deferred sales charges are not to be considered as redemption charges and shall therefore be due. Where the holding of units in another undertaking for collective investment does not confer voting rights, the contribution will be binding only on shareholders of the relevant Class who expressly agree to the contribution.

29.11 If the Board of Directors determines that it is in the interests of the shareholders of the relevant Sub-Fund or Class or that a change in the economic or political situation relating to the Sub-Fund or Class concerned has occurred which would justify it, the reorganisation of one Sub-Fund or Class, by means of a division into two or more Sub-Funds or Classes, may take place. Shareholders shall be notified of any decision made pursuant to this paragraph as required. The notification will also contain information regarding the new Sub-Funds or Classes. The notification will be made at least one month before the date on which the reorganization becomes effective in order to enable the shareholders to request the sale of their Shares, free of charge, before the operation involving division into two or more Sub-Funds or Classes becomes effective. Any applicable contingent deferred sales charges are not to be considered as redemption charges and shall therefore be due.

### **Art. 30. Amendment of Articles of Incorporation.**

30.1 These Articles of Incorporation may be amended from time to time by a meeting of shareholders, subject to the quorum and majority requirements provided by the laws of Luxembourg. Any amendment affecting the rights of the holders of Shares of any Class or Sub-Fund vis-à-vis those of any other Class or Sub-Fund shall be subject, to the said quorum and majority requirements in respect of each such relevant Class or Sub-Fund.

### **Art. 31. General.**

31.1 All matters not governed by these Articles of Incorporation shall be determined in accordance with the law of 10 August 1915 on commercial companies, as amended, and the Law of 2010.

#### *Transitory provisions*

- (1) The first accounting year shall begin on the date of incorporation of the Company and terminate on 30 April 2014.
- (2) The first annual general meeting of shareholders shall be held in 2014.

#### *Subscription and Payment*

(1) The articles of incorporation of the Company having thus been drawn up by the appearing party, the appearing party has subscribed and entirely paid up in cash the following Shares:

Shareholder	Subscribed Capital	Number of Shares
Transamerica Asset Management, Inc. . . . .	EUR 300,000	10,000 (5,000 class Z shares of the sub-fund AEGON International Equity Fund and 5,000 class Z shares of the sub-fund AEGON Large Cap Value Fund)

- (2) Proof of such payment in cash has been given to the undersigned notary.



159262

*Expenses*

The expenses, costs, remunerations or charges in any form whatsoever shall be borne by the Company and amount to two thousand five hundred euro (EUR 2,500.-).

*Statement*

The undersigned notary states that the conditions provided for in article twenty-six of the Luxembourg law of 10 August 1915 on commercial companies, as amended, have been fulfilled.

*Resolutions of the sole shareholder*

The above named person representing the entire subscribed capital has immediately taken the following resolutions:

*First resolution*

The following persons are appointed Directors of the Company for a period ending on the date of the annual general meeting to be held in 2015:

(a) Mr. Dennis GALLAGHER, born in Massachusetts (United States of America), on 19 December 1970, with professional address at 570 Carillon Parkway, St. Petersburg, Florida 33716-1294, United States of America;

(b) Mr. David BLANKENSHIP, born in Iowa (United States of America), on 24 March 1951, with professional address at 4333 Edgewood Road NE Cedar Rapids, Iowa 52499, United States of America;

(c) Mr. Blake BOTSWICK, born in Wisconsin (United States of America) on 14 November 1978, with professional address at 4600 S. Syracuse St., Denver, Colorado 80237, United States of America;

(d) Mr. Jean de COURRÈGES, born in Toulouse (France), on 16 December 1952, with professional address at 6 route de Treves, L-2633 Senningerberg.

*Second resolution*

The following has been appointed "réviseur d'entreprises agréé" of the Company for a period ending on the date of the annual general meeting to be held in 2015:

(a) ERNST & YOUNG, a société anonyme, established and having its registered office at 7, Rue Gabriel Lippman, Parc d'activité Syrdall 2, L-5365 Munsbach, and registered with the Trade and Companies Registry of Luxembourg, section B, under number 47.771.

*Third resolution*

The registered office of the Company is fixed at 31, Z.A. Bourmicht, L-8070 Bertrange.

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

After reading the present deed to the proxy-holder of the appearing party, acting as said before, known to the notary by name, first name, civil status and residence, the said proxy-holder has signed with the notary the present deed.

Signé: C. DORTSCHY, C. WERSANDT.

Enregistré à Luxembourg A.C., le 7 novembre 2013. LAC/2013/50579. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): Irène THILL.

POUR EXPEDITION CONFORME, délivrée.

Luxembourg, le 15 novembre 2013.

Référence de publication: 2013161802/833.

(130198774) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 novembre 2013.

**Helios Universal Luxco 4 S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 169.253.

—  
**DISSOLUTION**

In the year two thousand and thirteen, on the fourteenth of October.

Before Maître Joseph ELVINGER, Civil Law Notary, residing in Luxembourg, Grand Duchy of Luxembourg.

**THERE APPEARED**

"Helios Universal LuxCo 3 S.A." a Société Anonyme, having its registered office at 40, avenue Monterey, L-2163 Luxembourg, registered with the Registre de Commerce et des Sociétés Luxembourg under number B 169205,

Duly represented by Ms Sara LECOMTE, private employee, residing professionally in Luxembourg, by virtue of a proxy given privately to her on 30 September 2013.

The said proxy, signed ne varietur by the representative of the appearing party and the undersigned notary, will remain annexed to the present deed to be filed at the same time with the registration authorities.



Such appearing party, represented as stated hereabove, has requested the undersigned notary to state that:

- "Helios Universal LuxCo 3 S.A." is the sole current shareholder (the "Sole Shareholder") of "Helios Universal LuxCo 4 S.A." a Société Anonyme, having its registered office at 40, avenue Monterey, L-2163 Luxembourg, registered with the Registre de Commerce et des Sociétés Luxembourg under number B 169253, incorporated under Luxembourg Laws pursuant to a notarial deed enacted by Maître Francis KESSELER, Civil Law Notary residing in Esch/Alzette, Grand Duchy of Luxembourg, on 10 May 2012 published in the Mémorial C, Recueil Spécial des Sociétés et Associations number 1696 on 5 July 2012 (the "Company"); and, the articles of association of which have never been amended.

- the capital of the Company is set at thirty one thousand euros (EUR 31,000.-) represented by thirty one thousand (31,000) shares with a nominal value of one euros (EUR 1,000.-) each, all fully paid-up (the Shares);

- the Sole Shareholder has acquired the totality of shares of the Company;

- the Sole Shareholder acknowledges and approves the Company's interim accounts for the period from the 1 June 2013 to 30 September 2013;

- the Sole Shareholder has full knowledge of the articles of association of the Company and perfectly knows the financial situation of the Company;

- the Company's activities having ceased, the Sole Shareholder decides to proceed with the immediate dissolution of the Company;

- the Sole Shareholder appoints itself as liquidator of the Company and acting in this capacity requests the notary to act its declaration that all the liabilities of the Company have been paid and that the liabilities in relation of the close down of the liquidation have been duly provisioned.

Furthermore the liquidator declares that with respect to possible liabilities of the Company presently unknown, it irrevocably assumes to pay all such liabilities. Therefore, as a consequence of the above, we can consider that:

- all the liabilities of the company are paid;

- the remaining net assets, if any have been paid to the Sole Shareholder;

- the full discharge is granted to the member of the Board of the Directors and to the Statutory Auditor of the Company for the performance of their mandates;

- the dissolution of the Company is done and closed;

- the books and documents of the Company shall be lodged during a period of five (5) years in 40, avenue Monterey, L-2163 Luxembourg.

The bearer of a copy of the present deed shall be granted all necessary powers regarding legal publications and registration.

Whereof, that notarial deed has been drawn up in Luxembourg, on the date named at the beginning of the presents.

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

The document having been read in the language of the attorney in fact of the person appearing, acting in her hereabove capacity, known to the Notary by her surname, Christian name, civil status and residence, the said person signed together with the notary the present deed.

#### **Suit la traduction française du texte qui précède**

L'an deux mil treize, le quatorze octobre,

Par devant Maître Joseph ELVINGER, notaire de résidence à Luxembourg, Grand Duché de Luxembourg.

#### **A COMPARU**

«Helios Universal LuxCo 3 S.A.», ayant son siège social au 40, avenue Monterey, L-2163 Luxembourg, immatriculée au Registre de Commerce et des Sociétés Luxembourg sous la section B numéro 169205,

Dûment représentée par Madame Sara LECOMTE, employée privée, demeurant professionnellement à Luxembourg, en vertu d'une procuration lui-délivrée sous seing privé en date du 30 septembre 2013.

Laquelle procuration, après avoir été signée ne varietur par la mandataire de la partie comparante es qualité qu'elle agit et le notaire soussigné, restera annexée au présent acte avec lequel elle sera formalisée.

Laquelle partie comparante, représentée comme il est dit, a exposé au notaire et l'a prié d'acter ce qui suit:

- Que «Helios Universal LuxCo 3 S.A.», précitée, est l'Actionnaire unique actuel (l'«Actionnaire Unique»), de la Société Anonyme «Helios Universal LuxCo 4 S.A.», ayant son siège social au 40, avenue Monterey, L-2163 Luxembourg, immatriculée au Registre de Commerce et des Sociétés Luxembourg sous la section B numéro 169253, qui a été constituée, en date du 10 mai 2012 suivant acte reçu par Maître Francis KESSELER, notaire de résidence à Esch/Alzette, Grand Duché de Luxembourg, publié au Mémorial C, Recueil Spécial des Sociétés et Associations numéro 1696 du 5 juillet 2012 ( la «Société» ); et dont les statuts n'ont jamais été modifiés.

- Que le capital social de la Société est fixé à trente et un mille euros (EUR 31.000,-) représentés par trente et un mille (31.000) actions d'une valeur nominale d'un euro (EUR 1,-) chacune.

- Que l'Actionnaire Unique s'est rendue propriétaire de la totalité des actions de la Société;
- Que l'Actionnaire Unique a pris connaissance et approuvé les comptes intermédiaires de la Société pour la période allant du 1<sup>er</sup> juin 2013 au 30 septembre 2013;
- Que l' Actionnaire Unique a parfaitement connaissance des statuts et de la situation financière de la Société;
- Que les activités de la Société ayant cessé, l'Actionnaire Unique prononce la dissolution anticipée de la Société et sa mise en liquidation.
- Que l'Actionnaire Unique, se désigne comme liquidateur de la Société, qu'en cette qualité il requiert le Notaire instrumentant d'acter qu'il déclare que tout le passif de la Société est réglé et que le passif en relation avec la clôture de la liquidation est dûment approvisionné; en outre il déclare que par rapport à d'éventuels passifs de la Société actuellement inconnus, il assume irrévocablement l'obligation de payer tout ce passif éventuel; qu'en conséquence tout le passif de la dite Société est réglé;
- Que l'actif restant est réparti à l'Actionnaire Unique;
- Que partant la liquidation de la Société est à considérer comme faite et clôturée;
- Que décharge pleine et entière est donnée aux membres du conseil d'administration et au Commissaire aux Comptes de la Société pour l'exercice de leurs mandats;
- Que les livres et documents de la Société sont conservés pendant cinq (5) ans à 40, avenue Monterey, L-2163 Luxembourg.

Pour l'accomplissement des formalités relatives aux transcriptions, publications, radiations, dépôts et autres formalités à faire en vertu des présentes, tous pouvoirs sont donnés au porteur d'une expédition des présentes pour accomplir toutes les formalités.

Dont acte, fait et passé à Luxembourg, date qu'en tête des présentes.

Le notaire soussigné qui comprend et parle la langue anglaise, constate que sur demande de la partie comparante, le présent acte de société est rédigé en langue anglaise, suivi d'une version française; sur demande de la même partie comparante, et en cas de divergences entre le texte français et le texte anglais, ce dernier fera foi.

Lecture faite en langue du pays à la mandataire de la partie comparante es qualité qu'elle agit, connue du notaire instrumentant par nom, prénom, état et demeure, celle-ci signé avec le notaire le présent acte.

Signé: S. LECOMTE, J. ELVINGER.

Enregistré à Luxembourg A.C. le 15 octobre 2013. Relation: LAC/2013/46844. Reçu soixante-quinze euros (75.-6)

Le Receveur (signé): Irène THILL.

POUR EXPEDITION CONFORME, délivrée à la société sur sa demande

Luxembourg, le 22 octobre 2013.

Référence de publication: 2013161970/104.

(130198109) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 novembre 2013.

**Palissandre Invest S.A., Société Anonyme.**

**Capital social: EUR 31.000,00.**

Siège social: L-2550 Luxembourg, 38, avenue du Dix Septembre.

R.C.S. Luxembourg B 166.025.

*Extrait de la décision de l'actionnaire unique prise en date du 2 janvier 2013*

Acceptation de la démission de la société MPM International S.A. ayant son siège social 30 route de Luxembourg, L-6916 Luxembourg et inscrite au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B-69702 de son poste de commissaire aux comptes.

Nomination en remplacement de la société Molière Conseil ayant son siège social 38 Avenue du X septembre, L-2550 Luxembourg et inscrite au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B-160827 au poste de commissaire aux comptes.

La société Molière Conseil terminera le mandat de la société MPM International S.A. démissionnaire, et son mandat viendra à échéance le 4 janvier 2018.

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

Luxembourg, le 29 novembre 2013.

Certifié sincère et conforme

Référence de publication: 2013171038/20.

(130208064) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 décembre 2013.