

BERMIC SARL

Société à responsabilité limitée
16, route de Trèves, L - 2633 Senningerberg
B211851

Formulaire de réquisition

Transformation de la forme juridique

Données relatives à l'établissement principal

Dénomination

Dénomination 3F's Holding S.A.

Siège social

Siège social 16, Route de Trèves
L-2633 Senningerberg

Objet social

Objet social 3.1La Société peut effectuer toutes opérations se rapportant directement ou indirectement à la prise de participations dans toutes entreprises sous quelque forme que ce soit, ainsi qu'à l'administration, la gestion, le contrôle et le développement de ces participations, tant au Grand-Duché de Luxembourg qu'à l'étranger. 3.2La Société peut notamment utiliser ses fonds pour la constitution, la gestion, le développement et la cession d'un portefeuille composé de tout type de valeurs mobilières et de droits de propriété intellectuelle, de quelque nature ou origine que ce soit. Elle peut participer à la création, au développement et au contrôle de toutes entreprises, acquérir par voie d'apport, de souscription, de prise ferme ou par option d'achat ou par tout autre moyen, tout type de valeurs mobilières et de droits de propriété intellectuelle, et les réaliser par voie de vente, de transfert, d'échange ou autrement, ainsi que les développer. La Société peut accorder une assistance (sous forme de prêts, d'avances, de garanties, de sûretés ou autrement) aux sociétés ou autres entreprises dans lesquelles elle détient un intérêt ou qui font partie du groupe de sociétés auquel elle appartient (y compris les actionnaires ou les entités affiliées), ainsi qu'à toute autre société. La société peut également donner en gage, transférer, grever ou créer de toute autre manière que ce soit des sûretés, sur tout ou partie de ses actifs.

L'objet n'a pu être complété dans son intégralité.

Capital social / Fonds social

Type	Fixe
Montant	1 053 618 948
Devise	Euro
Etat de libération	Total

Durée

Durée Illimitée

**RCS**REGISTRE DE COMMERCE
ET DES SOCIÉTÉS

Exercice social

Premier exercice ou exercice raccourci	Du 01/01/2025 Au 31/08/2025
Exercice social	Du 01/09 Au 31/08

Régime de signature statutaire

Régime de signature statutaire	<p>16.1 Envers les tiers, la Société est engagée par (i) la signature unique de l'Administrateur Unique, ou en cas d'une pluralité d'administrateurs, (ii) par la signature conjointe de deux administrateurs, ou (iii) la signature unique ou les signatures conjointes de toute(s) personne(s) s'étant vu attribuer un tel pouvoir de signature par le Conseil d'Administration. 16.2 Dans l'hypothèse où l'un des administrateurs de la Société est une personne morale et qu'un représentant permanent a été nommé conformément à la Loi, la signature de ce représentant permanent sera assimilée à la signature de la personne morale nommée en tant qu'administrateur de la Société. Le pouvoir de représentation du représentant permanent vis-à-vis des tiers n'est pas exclusif. La personne morale agissant en qualité d'administrateur de la Société sera valablement engagée vis-à-vis des tiers, par la ou les signature(s) de ses représentants, tel que prévu par ses statuts et toute loi applicable. 16.3 Envers les tiers, en toutes circonstances, la Société sera engagée, dans l'hypothèse où un Délégué à la Gestion Journalière a été nommé pour la représentation de la Société et la gestion des affaires journalières, par la seule signature du Délégué à la Gestion Journalière, mais uniquement dans les limites de ce pouvoir.</p>
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Administrateur(s) / Gérant(s)

Inscription

Ferrero Giovanni

Organe social	Conseil d'Administration
Fonction	administrateur
Date de nomination	24/02/2025
Durée du mandat	Indéterminée

Rossi Paola

Organe social	Conseil d'Administration
Fonction	administrateur



RCS

REGISTRE DE COMMERCE
ET DES SOCIÉTÉS

Date de nomination 24/02/2025
Durée du mandat Indéterminée

Giannotta Guido

Organe social Conseil d'Administration
Fonction administrateur
Date de nomination 24/02/2025
Durée du mandat Indéterminée

Réviseur(s) d'entreprise

Inscription

PricewaterhouseCoopers

Immatriculé(e) sous le numéro B65477

Siège social 2, rue Gerhard Mercator
2182 Luxembourg (Luxembourg)
Date de nomination 24/02/2025
Durée du mandat Déterminée jusqu'à une prochaine assemblée générale
Année de fin du mandat 2026

BERMIC SARL

Société à responsabilité limitée

16, route de Trèves, L-2633 Senningerberg

Grand-Duché de Luxembourg

R.C.S. Luxembourg: B211851

NUMÉRO 437/25

**ASSEMBLEE GENERALE EXTRAORDINAIRE – CHANGEMENT DE FORME SOCIALE –
MODIFICATION ET REFONTE DES STATUTS DU 24 FEVRIER 2025**

In the year two thousand and twenty-five, on the twenty-fourth day of February.

Before Us, Maître Jacques KESSELER, notary, residing in Pétange, Grand Duchy of Luxembourg.

Was held an extraordinary general meeting of the sole shareholder of **BERMIC SARL**, a Luxembourg private limited liability company (*société à responsabilité limitée*), having its registered office at 16, route de Trèves, L-2633 Senningerberg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register (*RCS, Luxembourg*) under number B211851 (the "**Company**"), incorporated pursuant to a deed enacted by the undersigned notary on 20 December 2016, published in the *Recueil Electronique des Sociétés et Associations* ("**RESA**") on 17 January 2017 under reference RESA_2017_016.180.

The articles of association of the Company have been amended for the last time pursuant to a deed of the undersigned notary dated 1st January 2025, published in the RESA, on 23 January 2025 under the reference RESA_2025_017.382.

The general meeting was chaired by Mrs. Sofia AFONSO-DA CHAO CONDE, employee,

The Chairman appointed Mrs Marisa GOMES, employee,

The general meeting elected Mrs Marisa GOMES, employee,

The bureau of the meeting having thus been constituted, the Chairman declared and requested the notary to record that:

I. The sole shareholder of the Company (the "**Sole Shareholder**") is represented by Mrs. Sofia AFONSO-DA CHAO CONDE, prenamed, by virtue of a proxy given under private seal on 21 February 2025 (the "**Proxyholder**"). The number of shares of the Sole Shareholder is shown on an attendance list signed by the members of the bureau of the meeting, the Proxyholder and the undersigned notary.

II. The proxy of the Sole Shareholder, after having been signed *ne varietur* by the Proxyholder and the undersigned notary will remain attached, together with the attendance list, to the present deed to be filed together with the registration authorities.

III. The Sole Shareholder declared that he has been informed beforehand of the agenda of the meeting and waived any convening formalities;

IV. It appeared from the attendance list that all the shares in circulation representing the entire share capital of the Company, which is currently set at one billion fifty-three million six hundred eighteen thousand nine hundred forty-eight euros (EUR 1,053,618,948.-) are represented at this meeting so that this meeting is therefore validly constituted and can therefore deliberate on all the items of its agenda.

V. The agenda of the meeting was the following:

AGENDA

1. Conversion of the Company into a public limited liability company (*société anonyme*);
2. Waiver of the preparation of the statement and reports provided by articles 1010-2 to 1010-4 of the law dated 10 August 1915 on commercial companies, as amended;
3. Change of the corporate denomination of the Company into “**3F's Holding S.A.**”;
4. Change of the corporate object of the Company, and subsequent amendment of article 3 of the articles of association of the Company which shall read as follows :
 - “3.1. *The Company may carry out all transactions pertaining directly or indirectly to the taking of participating interests in any enterprises in whatever form, as well as the administration, management, control and development of such participating interests, in the Grand Duchy of Luxembourg and abroad.*
 - 3.2. *The Company may particularly use its funds for the setting-up, management, development and disposal of a portfolio consisting of any securities and intellectual property rights of whatever type or origin, participate in the creation, development and control of any enterprises, acquire by way of contribution, subscription, underwriting or by option to purchase and any other way whatsoever, any type of securities and intellectual property rights, realize them by way of sale, transfer, exchange or otherwise, have these securities and intellectual property rights developed. The Company may grant assistance (by way of loans, advances, guarantees or securities or otherwise) to companies or other enterprises in which the Company has an interest or which form part of the group of companies to which the Company belongs (including shareholders or affiliated entities) or any other companies. The Company may further pledge, transfer, encumber or otherwise create security over all or over some of its assets.*
 - 3.3. *The Company may borrow in any form except by way of public offer (to the extent prohibited by any applicable law). It may issue by way of private placement only, notes, bonds and debentures and any kind of debt, whether convertible or not, and/or equity securities.*
 - 3.4. *The Company may provide to other companies (regardless of whether the Company has an interest in them or whether those companies form part of the group of companies to which the Company belongs) advice and assistance of a commercial, legal, tax, financial, technical, industrial, and administrative nature, and in the field of accounting, compliance, human resources, IT, marketing, recruitment, sustainability and business management in the broad sense. It may also coordinate, integrate and optimize the organization and activities of other companies as regards these aspects. The Company may help determine and implement the strategy of other companies. The Company may provide any other intra-group service and conduct any other business compatible therewith.*
 - 3.5. *In general, the Company may likewise carry out any financial, commercial, industrial, movable or real estate transactions, take any measures to safeguard its rights and make any transactions whatsoever which are directly or indirectly connected with its purpose or which are liable to promote their development.”;*
5. Change of the financial year of the Company so that it starts on 1st September and ends on 31 August of the next financial year;
6. Amendment and full restatement of the articles of association of the Company including the corporate object of the Company which shall read as stated for under item 4 of the agenda;
7. Acknowledgement of the termination of the mandates the current managers of the Company with immediate effect and granting them full discharge (*quitus*) for the proper performance of their mandates until the date hereof;
8. Appointment of the new directors (*administrateurs*) of the Company with effect as from the date hereof and for a period ending at the annual general meeting of the Company approving the annual accounts for the financial year ending 31 August 2026;

9. Appointment of the approved statutory auditor (*réviseur d'entreprises agréé*) of the Company;
10. Delegation of powers; and
11. Miscellaneous.

The Sole Shareholder took the following resolutions:

FIRST RESOLUTION

The Sole Shareholder resolved to convert the Company into a public limited liability company (*société anonyme*) with effect as of the date of these resolutions (the “**Conversion**”).

SECOND RESOLUTION

The Sole Shareholder resolved to waive the preparation of the statement and reports provided for by articles 1010-2 of the law dated 10 August 1915 on commercial companies, as amended (the “**Law**”).

In connection with the present resolution, the Sole Shareholder acknowledged the statement of the board of managers of the Company dated 24 February 2025 confirming that the Company has not benefited from a contribution in kind or a quasi-contribution as referred to in article 420-11 of the Law within a period of two years prior to the Conversion, and, as a consequence, the requirement for the audit report provided for under article 1010-3 of the Law and the requirement for the explanatory report of the board of managers of the Company on the Conversion provided for under article 1010-4 of the Law are not applicable.

THIRD RESOLUTION

The Sole Shareholder resolved to change the corporate denomination of the Company into “**3F's Holding S.A.**”.

FOURTH RESOLUTION

The Sole Shareholder resolved to change the corporate object of the Company and to subsequently amend article 3 of the articles of association of the Company which shall read as follows :

“3. ARTICLE 3. CORPORATE OBJECT

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

3.2. *The Company may particularly use its funds for the setting-up, management, development and disposal of a portfolio consisting of any securities and intellectual property rights of whatever type or origin, participate in the creation, development and control of any enterprises, acquire by way of contribution, subscription, underwriting or by option to purchase and any other way whatsoever, any type of securities and intellectual property rights, realize them by way of sale, transfer, exchange or otherwise, have these securities and intellectual property rights developed. The Company may grant assistance (by way of loans, advances, guarantees or securities or otherwise) to companies or other enterprises in which the Company has an interest or which form part of the group of companies to which the Company belongs (including shareholders or affiliated entities) or any other companies. The Company may further pledge, transfer, encumber or otherwise create security over all or over some of its assets.*

3.3. *The Company may borrow in any form except by way of public offer (to the extent prohibited by any applicable law). It may issue by way of private placement only, notes, bonds and debentures and any kind of debt, whether convertible or not, and/or equity securities.*

3.4. The Company may provide to other companies (regardless of whether the Company has an interest in them or whether those companies form part of the group of companies to which the Company belongs) advice and assistance of a commercial, legal, tax, financial, technical, industrial, and administrative nature, and in the field of accounting, compliance, human resources, IT, marketing, recruitment, sustainability and business management in the broad sense. It may also coordinate, integrate and optimize the organization and activities of other companies as regards these aspects. The Company may help determine and implement the strategy of other companies. The Company may provide any other intra-group service and conduct any other business compatible therewith.

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

FIFTH RESOLUTION

The Sole Shareholder resolved to change the financial year of the Company so that it starts on 1st September and ends on 31 August of the next calendar year.

Consequently, the Sole Shareholder resolved that the current financial year of the Company which started on 1st January 2025 shall end on 31st August 2025 and that the following financial year will start on 1st September 2025 and end on 31st August 2026.

SIXTH RESOLUTION

As a consequence of the above, the Sole Shareholder resolves to amend and restate in full the articles of association of the Company, with the corporate object being as stated under the fourth resolution, so that they can be read as follows:

“CHAPTER I – FORM, NAME, CORPORATE OBJECT, DURATION, AND REGISTERED OFFICE

1. ARTICLE 1. FORM

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

2. ARTICLE 2. NAME

The Company shall bear the name “3F’s Holding S.A.”.

3. ARTICLE 3. CORPORATE OBJECT

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

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

companies or other enterprises in which the Company has an interest or which form part of the group of companies to which the Company belongs (including shareholders or affiliated entities) or any other companies. The Company may further pledge, transfer, encumber or otherwise create security over all or over some of its assets.

- 3.3. *The Company may borrow in any form except by way of public offer (to the extent prohibited by any applicable law). It may issue by way of private placement only, notes, bonds and debentures and any kind of debt, whether convertible or not, and/or equity securities.*
- 3.4. *The Company may provide to other companies (regardless of whether the Company has an interest in them or whether those companies form part of the group of companies to which the Company belongs) advice and assistance of a commercial, legal, tax, financial, technical, industrial, and administrative nature, and in the field of accounting, compliance, human resources, IT, marketing, recruitment, sustainability and business management in the broad sense. It may also coordinate, integrate and optimize the organization and activities of other companies as regards these aspects. The Company may help determine and implement the strategy of other companies. The Company may provide any other intra-group service and conduct any other business compatible therewith.*
- 3.5. *In general, the Company may likewise carry out any financial, commercial, industrial, movable or real estate transactions, take any measures to safeguard its rights and make any transactions whatsoever which are directly or indirectly connected with its purpose or which are liable to promote their development.*

4. ARTICLE 4. DURATION

The Company is formed for an unlimited period of time.

5. ARTICLE 5. REGISTERED OFFICE

- 5.1. *The registered office of the Company is established in the municipality of Niederanven.*
- 5.2. *It may be transferred to any other address in the same municipality or to another municipality of the Grand-Duchy of Luxembourg by a decision of the Sole Director (as defined below) or the Board of Directors (as defined below), respectively by a resolution taken by the extraordinary general meeting of the shareholders or the sole shareholder.*
- 5.3. *The Company may have offices and branches, both in the Grand Duchy of Luxembourg and abroad.*

CHAPTER II – SHARE CAPITAL, SHARES AND TRANSFER OF SHARES

6. ARTICLE 6. SHARE CAPITAL

- 6.1. *The share capital of the Company is set at one billion fifty-three million six hundred eighteen thousand nine hundred forty-eight Euros (EUR 1,053,618,948.-) represented by one billion fifty-three million six hundred eighteen thousand nine hundred forty-eight (1,053,618,948) shares with a nominal value of one Euro (EUR 1.-) each.*
- 6.2. *If shares are issued with share premium, such share premium shall be blocked in a non-distributable special blocked (share premium) reserve account which will serve as a guarantee for third parties and such share premium may not be applied by the Company or shareholders for any purpose other than a reduction of capital and in this respect shall only be distributed to shareholders if and to the extent that a*

(extraordinary) general meeting of shareholders has resolved thereto in accordance with article 22.15 (and for the avoidance of doubt it is expressly stated that the Sole Director or the Board of Directors shall not have the power to reduce the share capital of the Company or in any way distribute the share premium to shareholders).

6.3. *The capital of the Company may be increased or reduced by a decision of the sole shareholder or by a decision of the general meeting of shareholders, in accordance with article 22.15 of the Articles.*

6.4. *The Company may repurchase its own shares within the limits set by the Law and the Articles. The Sole Director or the Board of Directors will have to be authorised by the shareholders' meeting acting in accordance with Article 22.15 to proceed to such a repurchase. In any case, the repurchase cannot result in reducing the net assets of the Company below the aggregate amount of the subscribed capital and the reserves which may not be distributed under the Law and the Articles.*

7. ARTICLE 7. SHARES

The shares are in principle in registered form, or in bearer form at the request of the shareholders and subject to legal conditions.

8. ARTICLE 8. PAYMENT OF SHARES

Payments on shares not fully paid up at the time of subscription may be made at the time and upon conditions which the Sole Director or the Board of Directors shall from time to time determine. Any amount called up on shares will be charged equally on all outstanding shares which are not fully paid up.

9. ARTICLE 9. SHARE PREMIUM ACCOUNT AND ASSIMILATED PREMIUMS

9.1. *The Company may set up a share premium account and assimilated premiums into which any premium paid on any share is transferred. The share premium accounts and assimilated premiums are at the free disposal of the shareholders, subject to the limitations set out in article 6.2.*

9.2. *The decision to distribute the share premium accounts and assimilated premiums may be taken by the shareholder's meeting in accordance with the provisions of article 22.15 subject to the provisions of the Law.*

10. ARTICLE 10. SHAREHOLDERS' RIGHTS

10.1. *All shares have equal economic and voting rights.*

10.2. *Each share entitles the holder thereof to a fraction of the Company's assets and profits in accordance with article 25.*

10.3. *Each share entitles its holder to a preferential subscription right as provided for by the Law.*

10.4. *Shareholders may individually decide not to exercise, temporarily or permanently, all or part of his voting rights. Such waiver bounding the waiving shareholder and is binding to the Company upon notification to the latter.*

11. ARTICLE 11. SHARES INDIVISIBILITY

- 11.1. *Towards the Company, the shares are indivisible, since only one owner is admitted per share. Joint co-owners have to appoint a sole person as their representative towards the Company.*
- 11.2. *If such condition is not observed, the Sole Director or the Board of Directors is authorized to suspend the exercise of all rights attached to that share, except for relevant information rights, until such representative is appointed.*

12. ARTICLE 12. TRANSFER OF SHARES

- 12.1. *The shares are freely transferable.*
- 12.2. *Transfer of registered shares shall be carried out in compliance with the provisions of Article 430-4 of the Law. Transfer of bearer shares shall be carried out in compliance with the provisions of Article 430-6 of the Law.*

CHAPTER III – MANAGEMENT

13. ARTICLE 13. BOARD OF DIRECTORS

- 13.1. *The Company is managed by a board of directors composed of at least three (3) members (the “**Board of Directors**”), who are appointed for a period not exceeding six (6) years. In case of a single shareholder, the Company may be managed by a sole director (the “**Sole Director**”) who assumes all the rights, duties and liabilities of the Board of Directors.*
- 13.2. *The director(s) may either be individuals or legal entities. Where a legal entity is appointed as director, it shall designate a permanent representative to exercise that duty in the name and for the account of the legal entity. If the permanent representative is momentarily unavailable, he/she may momentarily delegate his/her powers to another representative of the legal entity acting as director of the Company.*
- 13.3. *The number of directors, their term and their remuneration are fixed by the general meeting of the shareholders in accordance with article 22.14.*
- 13.4. *The director(s) need not be shareholder(s). The director(s) may be dismissed at any time, with or without cause, by a resolution of shareholders.*
- 13.5. *In case of vacancy of the office of one or more director(s) appointed by the general meeting of the shareholders, the remaining director(s) so appointed may (by a simple majority vote) fill the vacancy on a provisional basis. In such circumstances, the next general meeting shall make the final appointment.*

14. ARTICLE 14. POWERS OF THE SOLE DIRECTOR OR THE BOARD OF DIRECTORS

- 14.1. *In dealing with third parties, the Sole Director or the Board of Directors shall have all powers to act in the name of the Company in all circumstances and to carry out and approve all acts and operations consistent with the Company’s corporate object.*

- 14.2. *The Sole Director or the Board of Directors may suspend the voting rights of any shareholder in breach of his obligations arising from these Articles or any relevant contractual agreement.*
- 14.3. *The Sole Director or the Board of Director is authorized to amend the Articles in case of transfer of the registered office to the same municipality or to another municipality of the Grand- Duchy of Luxembourg in accordance with article 5.2.*
- 14.4. *All powers not expressly reserved by the Law or the Articles to the general meeting of shareholders shall fall within the competence of the Sole Director or the Board of Director.*

15. ARTICLE 15. DELEGATION AND AGENT

- 15.1. *The Sole Director or the Board of Directors may delegate his/her/its powers for specific tasks to one or several ad hoc agent(s) and shall determine the agent's responsibilities and remuneration (if any), the duration of representation and any other relevant conditions of this agency.*
- 15.2. *The Sole Director or the Board of Directors may delegate the daily management of the Company to one or several daily managers (each a “**Daily Manager**”) and shall determine the Daily Manager's responsibilities and remuneration (if any), the duration of representation and any other relevant conditions of this agency. The Daily Manager may be a director, officer, manager or other agent of the Company and he does not need to be a shareholder of the Company. The Daily Manager(s) may be dismissed at any time, with or without cause, by a resolution of the Sole Director or the Board of Directors.*

16. ARTICLE 16. REPRESENTATION OF THE COMPANY

- 16.1. *Towards third parties, the Company shall be bound by (i) the sole signature of the Sole Director or, in case of plurality of directors, (ii) the joint signature of any two directors, or (iii) the single or joint signature of any person(s) to whom such signatory power has been delegated by the Board of Directors.*
- 16.2. *If one of the directors of the Company is a legal entity and a permanent representative has been appointed in compliance with the Law, the signature of the permanent representative will be assimilated to the signature of the legal entity appointed as director of the Company. The representation power of the permanent representative vis-à-vis third parties is not exclusive. The legal entity acting as director of the Company may be validly represented vis-à-vis third parties by the signature(s) of any of its representatives as provided for in its by-laws and any applicable law.*
- 16.3. *Towards third parties, in all circumstances, the Company shall also be, in case a Daily Manager has been appointed in order to conduct the daily management and affairs of the Company and the representation of the Company for such daily management and affairs, bound by the sole signature of the Daily Manager, but only within the limits of such power.*

17. ARTICLE 17. MEETING OF THE BOARD OF DIRECTORS

- 17.1. *The Board of Directors may elect a chairman from among its members. If the chairman is unable to be present, his place will be taken by election among directors present at the meeting. The chairman shall have no casting vote.*

- 17.2. *The Board of Directors may elect a secretary who needs not be a director or a shareholder of the Company.*
- 17.3. *The meetings of the Board of Director are convened by the chairman, if any, or by any two (2) directors. The Board of Directors shall meet as often as the Company's interest so requires at the place indicated in the convening notice.*
- 17.4. *Written notice, whether in original, by facsimile or e-mail, of any meeting of the Board of Directors shall be given to all directors at least twenty-four (24) hours in advance of the date set for such meeting, except in case of emergency, in which case the nature of such circumstances shall be set forth in the convening notice of the meeting of the Board of Directors.*
- 17.5. *No such convening notice is required if all the members of the Board of Directors are present or represented at the meeting and if they state to have been duly informed, and to have had full knowledge of the agenda of the meeting. The notice may be waived by the consent in writing, whether in original, by facsimile or e-mail, of each member of the Board of Directors.*
- 17.6. *A director may be represented at the Board of Directors by another director, and a director may represent several directors.*
- 17.7. *The Board of Directors may only validly debate and take decisions if a majority of its members are present or represented, and any decisions taken by the Board of Directors shall require a simple majority.*
- 17.8. *One or more directors may participate in a meeting by means of a video conference, conference call or by any other similar means of communication enabling thus several persons participating therein to simultaneously communicate with each other. Such participation shall be deemed equal to a physical presence at the meeting. Such a decision may be documented in a single document or in several separate documents having the same content signed by all the members having participated.*
- 17.9. *A written decision, approved and signed by all the directors, is proper and valid as though it had been adopted at a meeting of the Board of Directors, which was duly convened and held (the "**Circular Resolutions**"). Such a decision may be documented in a single document or in several separate documents having the same content signed by all the members of the Board of Directors. The date of the written resolutions will be the date of the last signature of a director on a copy of the present written resolutions. The Circular Resolutions are deemed to be taken at the registered office of the Company.*
- 17.10. *For each meeting of the Board of Directors, written minutes of a meeting shall be prepared,*
signed by all directors present or represented at the meeting and stored at the registered office of the Company.
- 17.11. *Extracts of the minutes of the meeting of the Board of Directors shall be certified by any director or by any person nominated by any director.*

18. ARTICLE 18. LIABILITY OF THE DIRECTORS

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

CHAPTER IV – AUDIT

19. ARTICLE 19. AUDITOR

- 19.1 *The Company is supervised by one or more statutory auditor(s) or if required by law by one or more certified independent auditor(s).*
- 19.2 *The general meeting of shareholders appoints the statutory auditor(s) and determines their number, remuneration and the term of their office. The appointment may, however, not exceed a period of six (6) years. In case the statutory auditor(s) are elected without mention of the term of their mandate, they are deemed to be elected for six (6) years from the date of their election.*
- 19.3 *The statutory auditor(s) is / are re-eligible. The statutory auditor(s) may be dismissed at any time, with or without cause, by a resolution of the shareholders.*
- 19.4 *The certified independent auditor(s) is(are) appointed by the general meeting of shareholders. Their remuneration and the term of its(their) office are provided for in a services agreement. The certified independent auditor(s) is(are) re-eligible. The certified independent auditor(s) may be dismissed at any time, with cause, by a resolution of the shareholders.*

CHAPTER V - SHAREHOLDERS' MEETINGS

20. ARTICLE 20. SINGLE SHAREHOLDER OR SHAREHOLDERS

- 20.1 *If there is only one shareholder, that sole shareholder assumes all powers conferred to the general shareholders' meeting.*
- 20.2 *In case of a plurality of shareholders, each shareholder may take part in collective decisions irrespectively of the number of shares owned. Each shareholder has voting rights commensurate with her/his/its shareholding.*

21. ARTICLE 21. POWERS OF THE SHAREHOLDERS' MEETING

The general meeting shall represent the entire body of shareholders of the Company. It shall have the broadest powers to order, carry out or ratify acts relating to the operations of the Company.

22. ARTICLE 22. MEETING OF THE SHAREHOLDERS

- 22.1 *The shareholders' meeting shall be held upon notice by the Board of Directors or by the statutory auditor(s).*
- 22.2 *The Board of Directors shall convene such a meeting within a month if a shareholder or a plurality of shareholders holding at least ten percent (10%) of the shares of the Company demand so, provided they make a written demand and expose the agenda.*
- 22.3 *A shareholder or a plurality of shareholders holding at least ten percent (10%) of the shares of the Company may add discussion points to the agenda, provided that they make a written demand no later than five (5) days prior to the meeting.*
- 22.4 *The convening notice for every general meeting of shareholders shall contain the date, time, place and agenda of the meeting and may be made through announcements filed with the Luxembourg Trade and Companies Register and published at least fifteen (15) days before the meeting on the RESA and in a Luxembourg newspaper. In such case, notices shall be sent at least eight (8) days before the meeting to the registered shareholders by ordinary letters except if the addressees have individually agreed to receive the convening notice by another means of communication without necessity to justify the accomplishment of such formality.*

- 22.5 *Provided that all shares are nominative, notifications may be addressed individually to each shareholder by means of a registered letter or by any other means of communication ensuring access to the information if the addressees have individually agreed such means of communication and in a period of eight (8) days at least before the meeting. In such case, no publication of convening notices is required on the RESA or in a Luxembourg newspaper.*
- 22.6 *If all the shareholders are present or represented they can waive any convening formalities and the meeting can be validly held without prior notice.*
- 22.7 *An attendance list is held at the beginning of every general meeting.*
- 22.8 *Each shareholder may vote through voting forms sent by post or facsimile to the Company's registered office or to the address specified in the convening notice. The shareholders may only use voting forms provided by the Company and which contain at least the place, date and time of the meeting, the agenda of the meeting, the proposal submitted to the decision of the meeting, as well as for each proposal three (3) boxes allowing the shareholder to vote in favour, against, or abstain from voting on each proposed resolution by ticking the appropriate box.*
- 22.9 *Voting forms which show neither a vote in favour, nor against the resolution, nor an abstention, shall be void. The Company will only take into account voting forms received three (3) days prior to the general meeting of shareholders they relate to.*
- 22.10 *The shareholders are entitled to participate to the meeting by videoconference or by telecommunications means allowing their identification, and are deemed to be present, for the quorum conditions and the majority. These means must comply with technical features guaranteeing an effective participation to the meeting whereof the deliberations are transmitted in a continuing way.*
- 22.11 *A shareholder may be represented at a shareholders' meeting by appointing in writing (or by fax or e-mail or any similar means) an attorney who needs not be a shareholder.*
- 22.12 *Each share entitles its holder to one vote.*
- 22.13 *The waiver to or the suspension of one shareholders' voting right in accordance with articles 10.4, 11.1 and 14.2 does not prevent such shareholders to attend to any general or extraordinary general meetings of the Company. However, these shares are not taken into account for the determination of the quorum and majority's conditions.*
- 22.14 *Except as otherwise required by the Law or by these Articles, resolutions at a meeting of the shareholders of the Company duly convened will be passed by a simple majority of the votes, regardless of the proportion of the capital represented.*
- 22.15 *Resolutions aiming to amend the Articles, including the Company nationality's change, shall require the holding of an extraordinary general meeting that only validly deliberates if one half of the capital is present or represented and provided that the agenda priori indicated the proposed amendments to the Articles. If the first of these conditions is not satisfied, a second meeting may be convened, in the manner prescribed by the Law and the Articles. Such convening notice shall reproduce the agenda and indicate the date and the results of the previous meeting. The second meeting shall validly deliberate regardless of the number of shares present or represented. At both meetings, resolutions, in order to be adopted, must be carried by at least two-thirds (2/3) of the votes cast.*

- 22.16 *However, the commitments of its shareholders may be increased only with the unanimous consent of all the shareholders and in compliance with any other legal requirement.*

CHAPTER VI – ACCOUNTING YEAR AND ANNUAL ACCOUNTS

23. ARTICLE 19. ACCOUNTING YEAR

The Company's accounting year starts on the first of September and ends on the thirty-first of August of the next year.

24. ARTICLE 20. ANNUAL ACCOUNTS AND ANNUAL GENERAL MEETING OF SHAREHOLDERS

24.1 *The annual general meeting of shareholders is held at the registered office of the Company or at a place specified in the notice convening.*

24.2 *At the end of each accounting year, the Sole Director or the Board of Directors draws up the balance sheet and the profit and loss account. It submits these documents together with a report of the operations of the Company to the auditor(s) who shall make a report containing comments on such documents.*

24.3 *The delegation of the day to day management of the Company in favour of a member of the Board of Directors shall entail the obligation for the Board of Directors to report each year to the ordinary general meeting on the salary, fees and any advantages (if any) granted to the Daily Manager.*

25. ARTICLE 25. ALLOCATION OF PROFITS AND INTERIM DIVIDENDS, SHARE PREMIUM ACCOUNT AND ASSIMILATED PREMIUMS

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

25.2 *Every year, five percent (5%) of the net profit shall be allocated to the legal reserve. This allocation ceases to be compulsory when the legal reserve amounts to ten percent (10%) of the issued share capital.*

25.3 *The balance of the net profit may be distributed to the sole shareholder or to the shareholders in proportion to their shareholding in the Company in compliance with Article 22.14.*

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

25.5 *Any share premium account, other distributable reserves or assimilated premiums may be freely distributed to the shareholders. The Sole Director or the Board of Directors may decide such refund of the share premium account, distributable reserves and assimilated premiums subject to the relevant provisions of the Law and in accordance with article 9 as above mentioned.*

CHAPTER VI – LIQUIDATION AND DISSOLUTION

26. ARTICLE 26. LIQUIDATION

- 26.1. *The liquidation of the Company shall be decided by the shareholders' meeting in accordance with the applicable legal provisions.*
- 26.2. *At the time of winding up the Company, the liquidation shall be carried out by one or several liquidators, shareholders or not, appointed by the shareholder(s) who shall determine their powers and remuneration.*
- 26.3. *After payment of all debts and any charges against the Company and of the expenses of the liquidation, the net liquidation proceeds shall be distributed to the shareholders upon decision of the sole shareholder or upon decision of the general meeting of shareholders in accordance with article 25.3.*

27. ARTICLE 27. DISSOLUTION

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

CHAPTER VII – APPLICABLE LAW

28. ARTICLE 28.

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

SEVENTH RESOLUTION

The Sole Shareholder resolved to acknowledge the termination of the mandates of the current managers (*gérants*) of the Company and to grant them full discharge (*quitus*) for the proper performance of their mandates during the financial year started on 1st January 2024 until the date.

EIGHTH RESOLUTION

The Sole Shareholder resolved to appoint the following persons as directors (*administrateurs*) of the Company with effect as from the date hereof and for a period ending at the annual general meeting of the Company approving the annual accounts for the financial year ending 31 August 2026 :

- **Mr. Giovanni Ferrero**

- **Mrs Paola Rossi Ferrero**

- **Mr. Guido Giannotta**

NINTH RESOLUTION

The Sole Shareholder resolved to appoint **PricewaterhouseCoopers**, a *société cooperative*, having its registered office at 2, rue Gerhard Mercato, L-2182 Luxembourg and registered with the Luxembourg Trade and Companies Register under number B65477, as approved statutory auditor (*réviseur d'entreprises agréé*) of the Company until the annual general meeting of the Company approving the annual accounts of the Company for the financial year ending on 31 August 2025.

TENTH RESOLUTION

The Sole Shareholder resolved to authorise (i) any of the directors of the Company and/or (ii) any lawyer and/or employee of **LUTHER S.A.**, a public limited liability company (*société anonyme*) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 1B Heienhaff, L-1736 Senningerberg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register (*RCS, Luxembourg*) under number B195777, and/or each one of them acting individually under his/her sole signature, with full power of substitution to, in the name and on behalf of the Company, carry out any necessary formalities with respect to the above resolutions.

STATEMENT

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

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

The document having been read to the Proxyholder, the said Proxyholder and the members of the bureau of the meeting signed with us, the notary, the present original deed.