

**TEMPLATE FOR THE MEMORANDUM OF
ASSOCIATION OF A SIMPLIFIED LIMITED
LIABILITY COMPANY GOVERNED BY
LUXEMBOURG LAW**

This template for the memorandum of association is provided for reference purposes only and should be adapted, where applicable, in line with the individual wishes and requirements of the founding partners.

The comments provided in italics and in brackets, as well as the various footnotes, are provided to assist with drafting the document. They should be deleted before the articles of association are filed with the Luxembourg Trade and Companies Register.

This template for the memorandum of association shall under no circumstances engage the responsibility of the authors concerned.

[*Company name*], S.à r.l.-S ; Société à responsabilité limitée simplifiée¹
Registered office: [*Address*]

ARTICLES OF ASSOCIATION

In the year two thousand [*year in words*], on [*date*]

Between the undersigned [*must be natural persons*],²

1. Mr A, born on [*date*], in [*town and country*], [*profession*], resident at [*address*]
2. Ms/Mrs B, born on [*date*], in [*town and country*], [*profession*], resident at [*address*]

The following articles of association of a simplified limited liability company, which the parties had decided to constitute, were adopted as follows.

**Section I: Company name - Registered office - Object -
Duration - Share capital**

¹ In accordance with Article 202-5 of the amended Law of 10 August 1915, simplified limited liability companies must include the words “société à responsabilité limitée simplifiée” [simplified limited liability company] or the abbreviation “S.à r.l.-S” after the company name.

² Subject to the terms of Article 202-2 of the amended Law of 10 August 1915, under penalty of nullity, only natural persons may be a partner of an S.à r.l.-S.

It should be noted that – except in the case of a transfer in the event of death - a natural person may only be a partner in a single S.à r.l.-S. Otherwise the natural person shall be deemed to be the joint and several guarantor of the obligations of any other S.à r.l.-S of which he or she subsequently becomes a partner (Article 202-2 paragraph 2 of the amended Law of 10 August 1915).

Article 1: A simplified limited liability company is hereby constituted, to be governed by the relevant legal provisions and, in particular, the amended Law of 10 August 1915 concerning commercial companies (“the Law”) and by these Articles of Association.

Article 2: The company object is³ [*company object*].

Generally, the company may engage in any commercial and financial transaction or transaction in movable or real property that relates directly to the company object or that is likely to facilitate or develop realisation of that object.

Article 3: The company shall have the name [*company name*], S.à r.l.-S.

Article 4: The company's registered office shall be located in [*town*]. It may be transferred within the same commune or to another commune in the Grand Duchy of Luxembourg by means of a decision on the part of the manager or, if there is more than one manager, by means of a joint decision of two managers who may amend these Articles of Association if necessary in order to reflect the change of registered office. The company may open agencies or branches in any other location, either in Luxembourg or abroad.

Article 5: The company is formed for an unlimited period.

Article 6: The company’s share capital is fixed at the sum of [*amount between 1 euro and 12,000,00 euros*]⁴, represented by

[***EITHER*** [*total number of shares*] registered shares **with a nominal value of [*value of each share*] each**],

[***OR*** [*total number of shares*] registered shares with no indication of nominal value].⁵

Article 7: Each company share gives the right to a fraction of the company assets and profits, in proportion to the total number of existing shares.

The shares shall be indivisible with regard to the company, which shall only recognise one sole owner for each share. Joint owners of undivided shares must be represented with regard to the company by one and the same person.

Article 8: The company shares may be freely transferred among the partners. They may only be transferred between living persons to non-partners with the consent of the

³ Pursuant to Article 202-3 of the amended Law of 10 August 1915, the object of any S.à r.l.-S must be within the scope of the amended Law of 2 September 2011 regulating access to craft trade, commercial and industrial occupations as well as to certain liberal professions.

It should be noted that the incorporation permit for the business issued in accordance with the amended Law of 2 September 2011 regulating access to craft trade, commercial and industrial occupations and to certain liberal professions is a prerequisite for the registration of an S.à r.l.-S and that that this permit must be held at the time of registration (the incorporation permit number must be recorded in the Trade and Companies Register).

⁴ Article 202-4 of the amended Law of 10 August 1915.

⁵ Pursuant to Article 182 of the amended Law of 10 August 1915, the social capital of an S.à r.l. shall be divided into shares of equal value, with or without reference to that value.

partners' general meeting representing at least **[half] [three quarters]**⁶ of the share capital.

In the event that a partner wishes to transfer one or more shares in the company to a third party, that partner must send a notification to the company setting out the details of the envisaged transfer, including the identity of the transferee, the conditions applicable to the transfer (where applicable) and the transfer price.

If the envisaged transfer is rejected by the company's partners pursuant to Article 8, first paragraph, the partners may, within three (3) months of the rejection date, acquire the shares in accordance with the principle of equal treatment (unless they reached an agreement to the contrary) or arrange for the shares to be acquired at a price set in accordance with Article 8, fifth paragraph, unless the transferring partner decides not to go ahead with the transfer. At the application of the management board, the period of three (3) months may be extended by the judge presiding the chamber of the Tribunal d'Arrondissement dealing with commercial matters in the district and sitting as in urgency matters, provided that this extension does not exceed six (6) months.

To the extent that the partners have not proposed the acquisition of shares, the company may, subject to the same deadline and with the consent of the transferring partner, decide to reduce its share capital by the amount of the nominal value of the shares of the transferring partner and redeem these shares at a price set in accordance with article 8, fifth paragraph.

For the purposes of the preceding paragraphs, the transfer or redemption price shall correspond **[to the fair value of the company shares set in good faith by the management board]**.

If, upon the expiry of the deadline granted, neither the existing partners nor the company have acquired or redeemed shares, the transferring partner may freely transfer his or her shares to the new proposed partner(s) on the basis of the transfer price and conditions communicated to the company.

The transfer of shares in the company shall not be legally binding on the company and third parties until such time as it has been notified to the company or accepted by it in accordance with Article 1690 of the Civil Code.

A register of partners will be held at the company's registered office in accordance with the provisions of the Law where it may be consulted by any partner.

With regard to any further matters, reference is made to the provisions of Articles 189 and 190 of the Law.

Section II: Management – General meeting

⁶ Pursuant to Article 189 (1), the threshold of votes required for a transfer to a non-partner may be reduced to one half of the share capital.

Article 9: The company shall be managed by one or more managers⁷, who must be natural persons and who may or may not be partners, appointed by the sole partner or, if applicable, the partners, who shall set the duration of their mandate. *[The manager(s) may have their mandate revoked ad nutum and at any time by the sole partner (the partners)]*⁸. If more than one manager has been appointed, the managers shall form a management board.

The manager or managers have the widest powers vis-à-vis third parties to act in the name of the company under all circumstances and to achieve all acts needed or conducive to the achievement of the company's object with the exception of the powers reserved by the Law or these Articles of Association for the general meeting of partners.

Article 10: The company shall be bound vis-à-vis third parties, in all circumstances, by the signature of the single manager or, if there is more than one manager, by the joint signature of two managers.

The single manager or, if there is more than one manager, two managers acting jointly, may delegate special and limited powers for specific tasks to one or more agents.

If there is more than one manager, the decisions of the management board shall be taken on the basis of a majority of the votes of those managers who are present or represented at that meeting. The management board may only deliberate or act validly if at least the majority of its members are present or represented at the management board meeting.

Any manager may arrange to be represented by appointing another manager as his or her proxy, doing so in writing, by fax or by e-mail. Any manager may attend a management board meeting by means of a telephone conference, video conference or any other similar means of communication that enables all of the managers attending the meeting to be identified and to deliberate. Participation by a manager in a management board meeting by means of a telephone conference, video conference or any other similar means of communication as referred to above shall be deemed to be attendance in person of the meeting, and the meeting shall be deemed to have been held at the registered office. Decisions taken by the management board shall be recorded in minutes to be held at the company's registered office and signed by the managers present at the management board or by the chairman of the management board if a chairman has been appointed. Any proxies shall be attached to the minutes of the meeting.

The above provisions notwithstanding, a decision of the management board may also be taken by means of a circular resolution and result from one single or several documents containing the resolutions and signed by all of the members of the management board without exception. The date of such a circular decision shall be the date of the final signature. A management board meeting held by means of circular resolution shall be considered to have been held in Luxembourg.

⁷ Subject to the terms of Article 202-6 of the amended Law of 10 August 1915, **under penalty of nullity, the managers must be natural persons.**

⁸ Article 191 of the amended Law of 10 August 1915 states that: *"In the absence of any provisions to the contrary in the articles of association, they (the managers) may only have their mandates revoked, regardless of how they were appointed, for legitimate reasons."*

Article 11: The manager(s) shall assume no personal obligation due to their position concerning the commitments properly entered into by the manager(s) in the name of the company.

In the absence of any provisions in the Law to the contrary, any manager who, directly or indirectly, has a material interest that is in conflict with the interest of the company on the occasion of a transaction that is the responsibility of the management board must warn the management board and ensure that this declaration is referred to in the minutes of the meeting. The manager concerned shall not take part in either the discussions or the vote relating to this transaction. This conflict of interests must also be the subject of a report to the partners at the next general meeting of partners and before any decision-making by the general meeting of partners on any other item on the agenda.

Where the company has a single manager, transactions concluded between the company and that manager with an interest that is opposed to that of the company must be referred to in the decision of the single manager.

Where, as a result of a conflict of interest, the number of managers needed to deliberate validly on a matter is not reached, the management board may decide to defer the decision on this specific matter to the general meeting of partners.

The rules governing conflicts of interest shall not apply where the decision made by the management board or by the single manager relates to current transactions, concluded under normal conditions.

Article 12: Only natural persons may be partners of the company.

Except as provided for by the Law, the partners or the sole partner may not be a partner of any other S.à r.l.-S.

Each partner may take part in collective decision-making regardless of the number of shares held.

Each partner shall have a number of votes equal to the number of shares owned or being represented.

Any partner may arrange to be represented at general meetings by appointing another person as his or her proxy, doing so in writing by means of a letter, fax or e-mail.

Article 13: An annual general meeting of the sole partner or of the partners shall be held at the company's registered office or at any other place in the commune of its registered office as stipulated in the invitation to attend. Other general meetings of the sole partner or partners may be held at the time and place indicated in the respective invitations to attend.

If the number of partners does not exceed sixty, partners' decisions may be taken by means of a circular resolution. The text of the resolution will be sent to each partner in writing, either as an original or by fax or e-mail. The partners then vote by signing the circular resolution. The partners' signatures appear on a single document or on several copies of an identical resolution, sent out by letter, e-mail or fax.

Subject to any stricter provisions in these Articles of Association or in the Law, collective decisions shall only be validly made if adopted by partners who represent more than half of the share capital.

However, any collective decisions aiming to amend these Articles of Association or to dissolve or liquidate the company must be adopted by partners representing three quarters of the share capital. However, the commitments of the partners may only be increased on the basis of a unanimous decision by the partners.

Section III: Financial year - Distribution of profits

Article 14: The financial year shall begin on 1 January and end on 31 December of each year, with the exception of the first financial year, which shall commence on the date on which the company is constituted and end on 31 December [*year in words*].

Article 15: Each year, at the close of the financial year, the company's accounts shall be prepared, and the manager or managers shall draw up the financial statements in accordance with the applicable legal provisions.

Article 16: Any partner may inspect the inventory and balance sheet at the company's registered office.

Article 17: The gross profits as recorded in the annual accounts, after deduction of general expenses, depreciation and charges, shall make up the company's net profit. Every year, at least five percent (5%) of the company's annual net profit shall be allocated to the statutory reserve until such time as this reserve amounts to ten percent (10%) of the company's share capital.

In addition, at least one twentieth of the net profit shall be allocated annually to the creation of a reserve; this allocation shall cease to be obligatory once the amount of capital plus the reserve reaches the amount stipulated in Article 182 of the Law.

Following the allocations to the reserves mentioned above, and after any other deductions that the company is legally required to make, the balance shall be at the partners' free disposal.

Section IV: Dissolution - Liquidation

Article 18: The company shall not be dissolved upon the death, suspension, bankruptcy or ruin of the sole partner or of one of the partners.

Article 19: In the event of the company being dissolved, the liquidation shall be carried out by one or more liquidators who may or may not be partners and who shall be appointed by the partners, who shall set their powers and remuneration. In the absence of any provision to the contrary in the resolution adopted by the partner(s) or as imposed by the law, the liquidators shall be vested with the widest powers to realise the company's assets and pay its debts.

General provision

Article 20: With regard to all matters that are not dealt with in these Articles of Association, the legal provisions shall apply accordingly.

Subscription - Payment

The shares have been subscribed as follows:

- 1) Mr A, as referred to above, partner, [number] shares [value in euros]
- 2) Ms/Mrs B, as referred to above, partner, [number] shares [value in euros]

Total: [number] shares [total value in euros]

The share capital has been fully paid up by means of a contribution in [cash/kind] so that the amount of [amount of share capital between 1 euro and 12,000 euros] euros is available to the company.

Decision by partners

The partners referred to above, representing the full amount of the share capital, have adopted the following resolutions:

1. The following person(s) shall be appointed manager(s) of the company [first name and surname], born on [date], in [town and country], resident at [address], [must be a natural person]⁹ for a duration of [state whether fixed term or open-ended]
2. The company's registered office is located at [address].

Done in [number (same number as number of parties)] originals¹⁰, on [date]

[Signature of partners]

⁹ Subject to the terms of Article 202-6 of the amended Law of 10 August 1915, **the managers must be natural persons, failing which their appointment shall be invalid.**

¹⁰ In accordance with Article 4 of the amended Law of 10 August 1915, Article 1325 of the Civil Code shall apply to any private agreements entered into for the constitution of an S.à r.l.-S.