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**Crédit Agricole Private Capital S.C.A., SICAV-SIF**  
*Société en commandite par actions* qualifying as a *société d'investissement à capital variable - fonds d'investissement spécialisé*

5, allée Scheffer  
L-2520 Luxembourg  
Grand-Duchy of Luxembourg

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**CONSTITUTION du 21 novembre 2013.**

**NUMERO 3329/2013**

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In the year two thousand and thirteen, on the twenty-first day of November.

Before the undersigned Maître **Henri Hellinckx**, Notary, residing in Luxembourg, Grand Duchy of Luxembourg.

There appeared:

1) **Crédit Agricole Investment Management S.à r.l.**, a private limited liability company (*société à responsabilité limitée*) duly incorporated under the laws of Luxembourg, with registered office at 5, Allée Scheffer, L-2520 Luxembourg and registered with the *Registre du Commerce et des Sociétés* of Luxembourg under number B-162067 (the "**General Partner**"),

here represented by Mrs. Dayana Bert, lawyer, professionally residing in Luxembourg,

by virtue of a proxy given.

2) **Crédit Agricole (Suisse) S.A.**, a corporation (*société anonyme*) duly incorporated under the laws of Switzerland, with registered office at 4 Quai Général Guisan, 1204 Geneva (Switzerland) and registered with the *Registre du Commerce du Canton de Genève* under number CH-660.2.124.999-0,

here represented by Mrs Dayana Bert, prenamed,

by virtue of a proxy given in Geneva, on 11 November 2013.

The said proxies initialled *ne varietur* by the proxyholder of the appearing parties and the Notary will remain annexed to this deed to be filed at the same time with the registration authorities.

Such appearing parties, acting in their hereabove stated capacities, have required the officiating Notary to enact the deed of incorporation of a Luxembourg limited partnership by shares (*société en commandite par actions*) with variable capital, qualifying as a *société d'investissement à capital variable - fonds d'investissement spécialisé (SICAV-SIF)*, which they declare organised among themselves and the articles of incorporation of which shall be as follows:

#### **CHAPTER I - FORM, TERM, OBJECT, REGISTERED OFFICE**

##### **Article 1 – Name and form**

There exists among the existing shareholders and those who may become owners of shares in the future, a company in the form of a limited partnership by shares (*société en commandite par actions*) qualifying as a *société d'investissement à capital variable - fonds d'investissement spécialisé* under the name of “**Crédit Agricole Private Capital S.C.A., SICAV-SIF**” (the “Company”).

##### **Article 2 – Duration**

The Company is incorporated for an unlimited period of time.

##### **Article 3 – Purpose**

The purpose of the Company is the investment of the funds available to it in securities of all kinds, undertakings for collective investment as well as any other permissible assets, with a view to spreading investment risks and enabling its shareholders to benefit from the results of the management thereof.

The Company may take any measures and conduct any operations it sees fit for the purpose of achieving or developing its object in accordance with the law dated 13 February 2007 relating to specialised investment funds (the “Law of 13 February 2007”), as such law may be amended, supplemented or rescinded from time to time.

##### **Article 4 – Registered Office**

The registered office of the Company shall be in Luxembourg, Grand Duchy of



Luxembourg. Branches, subsidiaries or other offices may be established, either in the Grand Duchy of Luxembourg or abroad by a decision of the General Partner. Within the same borough, the registered office may be transferred through simple resolution of the General Partner.

If the General Partner considers that extraordinary events of a political, economic or social nature, likely to compromise the registered office's normal activity or easy communications between this office and abroad, have occurred or are imminent, it may temporarily transfer the registered office abroad until such time as these abnormal circumstances have ceased completely; this temporary measure shall not, however, have any effect on the Company's nationality, which, notwithstanding a temporary transfer of its registered office, shall remain a Luxembourg company.

## CHAPTER II - CAPITAL

### Article 5 – Share Capital

The share capital of the Company shall be represented by shares of no nominal value and shall at any time be equal to the total value of the net assets of the Company and its Sub-Funds (as defined in article 7 hereof). The minimum share capital of the Company cannot be lower than the level provided for by the Law of 13 February 2007. Such minimum capital must be reached within a period of twelve (12) months after the date on which the Company has been authorised as a specialised investment fund under Luxembourg law. Upon incorporation the initial share capital of the Company was thirty-one thousand Euro (EUR 31,000.-) fully paid-up represented by one (1) general partner share subscribed by the General Partner in its capacity as unlimited shareholder (*actionnaire-gérant commandité*) of the Company and three hundred (300) ordinary shares.

For the purposes of the consolidation of the accounts the base currency of the Company shall be Euro (EUR).

### Article 6 – Capital Variation

The share capital of the Company shall vary, without any amendment to the articles of incorporation, as a result of the Company issuing new shares or redeeming its shares.

### Article 7 – Sub-Funds

The General Partner may, at any time, create different categories of shares, each one corresponding to a distinct part or "sub-fund" of the Company's net assets (a "Sub-Fund"). In such event, it shall assign a particular name to them, which it may amend, and may limit or extend their lifespan if it sees fit.

As between shareholders, each portfolio of assets shall be invested for the exclusive benefit of the relevant Sub-Fund or Sub-Funds. The Company shall be considered as one single legal entity. However, with regard to third parties, in particular towards the Company's creditors, each Sub-Fund shall be exclusively responsible for all liabilities attributable to it.

The General Partner, acting in the best interest of the Company, may decide, in the manner described in the issuing documents of the Company, that all or part of the assets of two or more Sub-Funds be co-managed amongst themselves on a segregated or on a pooled basis.

For the purpose of determining the share capital of the Company, the net assets attributable to each Sub-Fund shall, if not expressed in Euro (EUR), be converted into Euro (EUR) and the capital shall be the total of the net assets of all Sub-Funds and classes of shares.

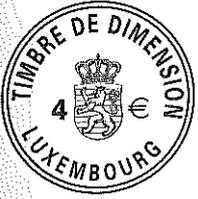
### **CHAPTER III - SHARES**

#### **Article 8 – Form of Shares**

The shares of the Company may be issued in registered form only.

All shares of the Company issued in registered form shall be registered in the register of shareholders kept by the Company or by one or more persons designated therefore by the Company, and such register shall contain the name of each owner of registered shares, his residence or elected domicile as indicated to the Company, the number of registered shares held by him and the amounts paid.

The inscription of the shareholder's name in the register of shareholders evidences his right of ownership on such registered shares. The General Partner shall decide whether a certificate for such inscription shall be delivered to the shareholder or whether the shareholder shall receive a written confirmation of his shareholding.



The share certificates, if any, shall be signed by the General Partner. Such signatures shall be either manual, or printed, or in facsimile. The Company may issue temporary share certificates in such form as the General Partner may determine.

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

In the event that a shareholder does not provide an address, the Company may permit a notice to this effect to be entered into the register of shareholders and the shareholder's address will be deemed to be at the registered office of the Company, or at such other address as may be so entered into the register of shareholders by the Company from time to time, until another address shall be provided to the Company by such shareholder. A shareholder may, at any time, change his address as entered into the register of shareholders by means of a written notification to the Company at its registered office, or at such other address as may be set by the Company from time to time.

A duplicate share certificate may be issued under such conditions and guarantees as the Company may determine, including but not restricted to a bond issued by an insurance company, if a shareholder so requests and proves to the satisfaction of the Company that his share certificate has been lost, damaged or destroyed. The new share certificate shall specify that it is a duplicate. Upon its issuance, the original share certificate shall become void.

Damaged share certificates may be cancelled by the Company and replaced by new certificates.

The Company may, at its election, charge to the shareholder the costs of a duplicate or of a new share certificate and all reasonable expenses incurred by the Company in connection with the issue and registration thereof or in connection with the annulment of the original share certificate.

The Company recognises only one single owner per share. If one or more shares are jointly owned or if the ownership of shares is disputed, all persons claiming a right to such share(s) have to appoint one single attorney to represent such

share(s) towards the Company. The failure to appoint such attorney implies a suspension of the exercise of all rights attached to such share(s).

The Company may decide to issue fractional shares. Such fractional shares shall not be entitled to vote but shall be entitled to participate in the net assets attributable to the relevant Sub-Fund or class of shares on a pro rata basis.

#### **Article 9 – Classes of Shares**

The shares of the Company are reserved to institutional, professional or well-informed investors within the meaning of the Law of 13 February 2007 and the Company will refuse to issue shares to the extent the legal or beneficial ownership thereof would belong to persons or companies which do not qualify as institutional, professional or well-informed investors within the meaning of the said law.

In addition to the one or several general partner shares subscribed by the General Partner as unlimited shareholder (*actionnaire gérant commandité*) of the Company, the General Partner may decide to issue one or more classes of ordinary shares, for the Company or for each Sub-Fund, to be subscribed by limited shareholders (*actionnaires commanditaires*).

Each class of shares may differ from the other classes with respect to its cost structure, the initial investment required, its specific distribution rights or the currency in which the net asset value is expressed or any other feature.

Within each class, there may be capitalisation share-type and distribution share-types.

Whenever dividends are distributed on distribution shares, the portion of net assets of the class of shares to be allotted to all distribution shares shall subsequently be reduced by an amount equal to the amounts of the dividends distributed, thus leading to a reduction in the percentage of net assets allotted to all distribution shares, whereas the portion of net assets allotted to all capitalisation shares shall remain the same.

The General Partner may decide not to issue or to cease issuing classes, types or sub-types of shares in one or more Sub-Funds.

The General Partner may, in the future, offer new classes of shares without approval of the shareholders. Such new classes of shares may be issued on terms and



conditions that differ from the existing classes of shares, including, without limitation, the amount of the management fee attributable to those shares, and other rights relating to liquidity of shares. In such a case, the issuing documents of the Company shall be updated accordingly.

Any future reference to a Sub-Fund shall include, if applicable, each class and type of share making up this Sub-Fund and any reference to a type shall include, if applicable, each sub-type making up this type.

#### **Article 10 – Issue of Shares**

Subject to the provisions of the Law of 13 February 2007, the General Partner is authorised without limitation to issue an unlimited number of shares at any time, without reserving to the existing shareholders a preferential right to subscribe for the shares to be issued.

The General Partner may impose restrictions on the frequency at which shares shall be issued in any class of shares and/or in any Sub-Fund; the General Partner may, in particular, decide that shares of any class and/or of any Sub-Fund shall only be issued during one or more offering periods or at such other periodicity as provided for in the issuing documents of the Company.

In addition to the restrictions concerning the eligibility of investors as foreseen by the Law of 13 February 2007, the General Partner may determine any other subscription conditions such as the minimum amount of subscriptions/commitments, the minimum amount of the aggregate net asset value of the shares of a Sub-Fund to be initially subscribed, the minimum amount of any additional shares to be issued, the application of default interest payments on shares subscribed and unpaid when due, restrictions on the ownership of shares and the minimum amount of any holding of shares. Such other conditions shall be disclosed and more fully described in the issuing documents of the Company.

Whenever the Company offers shares for subscription, the price per share at which such shares are offered shall be determined in compliance with the rules and guidelines fixed by the General Partner and reflected in the issuing documents of the Company. The price so determined shall be payable within a period as determined by the General Partner and reflected in the issuing documents of the Company.

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

The Company may, if a prospective shareholder requests and the General Partner so agrees, satisfy any application for subscription of shares which is proposed to be made by way of contribution in kind. The nature and type of assets to be accepted in any such case shall be determined by the General Partner and must correspond to the investment policy and restrictions of the Company or the Sub-Fund being invested in. A valuation report relating to the contributed assets must be delivered to the General Partner by a Luxembourg independent auditor.

#### **Article 11 – Redemption**

The General Partner shall determine whether shareholders of any particular class of shares or any Sub-Fund may request the redemption of all or part of their shares by the Company or not, and reflect the terms and procedures applicable in the issuing documents of the Company and within the limits provided by law and these articles of incorporation.

The Company shall not proceed to redemption of shares in the event the net assets of the Company would fall below the minimum capital foreseen in the Law of 13 February 2007 as a result of such redemption.

The redemption price shall be determined in accordance with the rules and guidelines fixed by the General Partner and reflected in the issuing documents of the Company. The price so determined shall be payable within a period as determined by the General Partner and reflected in the issuing documents of the Company. The redemption price may be rounded up or down to the nearest unit of the relevant currency as the General Partner shall determine.

If, as a result of any request for redemption, the number or the aggregate net asset value of the shares held by any shareholder in any class of shares would fall below such number or such value as determined by the General Partner, then the Company may decide that this request be treated as a request for redemption for the full balance of such shareholder's holding of shares in such class.



Furthermore, if, with respect to any given Valuation Day (as defined in article 15 hereof), redemption requests pursuant to this article and conversion requests pursuant to article 13 hereof exceed a certain level determined by the General Partner in relation to the number of shares in issue in a specific Sub-Fund or class, the General Partner may decide that part or all of such requests for redemption or conversion will be deferred for a period and in a manner that the General Partner considers to be in the best interest of the Company. Following that period, with respect to the next relevant Valuation Day, these redemption and conversion requests will be met in priority to later requests.

The Company may redeem shares whenever the General Partner considers redemption to be in the best interests of the Company or a Sub-Fund.

In addition, the shares may be redeemed compulsorily in accordance with article 14 "Limitation on the ownership of shares" herein.

The Company shall have the right, if the General Partner so determines, to satisfy *in specie* the payment of the Redemption Price to any shareholder who agrees by allocating to the shareholder investments from the portfolio of assets of the Company or the relevant Sub-Fund(s) equal to the value of the shares 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 shareholders of the Company or the relevant Sub Fund(s) and the valuation used shall be confirmed by a special report of a Luxembourg independent auditor. The costs of any such transfers shall be borne by the transferee.

#### **Article 12 – Transfer of Shares**

When a shareholder has outstanding obligations *vis-à-vis* the Company, by virtue of its subscription agreement or otherwise, ordinary shares held by such a shareholder may only be transferred, pledged or assigned with the written consent from the General Partner, which consent shall not be unreasonably withheld. In such event, any transfer or assignment of ordinary shares is subject to the purchaser or assignee thereof fully and completely assuming in writing prior to the transfer or assignment, all outstanding obligations of the seller under the subscription agreement and / or shareholders agreement entered into by the seller or otherwise.

### **Article 13 – Conversion**

Unless otherwise determined by the General Partner for certain classes of shares or with respect to specific Sub-Funds in the issuing documents of the Company, shareholders are not entitled to require the conversion of whole or part of their shares of any class of a Sub-Fund into shares of the same class in another Sub-Fund or into shares of another existing class of that or another Sub-Fund. When authorised, such conversions shall be subject to such restrictions as to the terms, conditions and payment of such charges and commissions as the General Partner shall determine.

The conversion price shall be determined in accordance with the rules and guidelines fixed by the General Partner and reflected in the issuing documents of the Company.

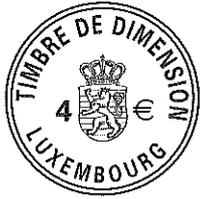
If, as a result of any request for conversion, the number or the aggregate net asset value of the shares held by any shareholder in any class of shares would fall below such number or such value as determined by the General Partner, then the Company may decide that this request be treated as a request for conversion for the full balance of such shareholder's holding of shares in such class of shares.

### **Article 14 – Limitations of the Ownership of Shares**

The General Partner may restrict or block the ownership of shares in the Company by any natural person or legal entity if the General Partner considers that this ownership violates the laws of the Grand Duchy of Luxembourg or of any other country, or may subject the Company to taxation in a country other than the Grand Duchy of Luxembourg or may otherwise be detrimental to the Company.

In such instance, the General Partner may:

- a) decline to issue any shares and decline to register any transfer of shares when it appears that such issue or transfer might or may have as a result the allocation of ownership of the shares to a person who is not authorised to hold shares in the Company;
- b) proceed with the compulsory redemption of all the relevant shares if it appears that a person who is not authorised to hold such shares in the Company, either alone or together with other persons, is the owner of shares in the Company, or



proceed with the compulsory redemption of any or a part of the shares, if it appears that one or several persons is or are owner or owners of a proportion of the shares in the Company in such a manner that this may be detrimental to the Company. The following procedure shall be applied:

1. the General Partner shall send a notice (the "Redemption Notice") to the relevant investor possessing the shares to be redeemed; the Redemption Notice shall specify the shares to be redeemed, the price to be paid, and the place where this price shall be payable. The Redemption Notice may be sent to the investor by recorded delivery letter to his last known address. The investor in question shall be obliged without delay to deliver to the Company the certificate or certificates, if there are any, representing the shares to be redeemed specified in the Redemption Notice. From the closing of the offices on the day specified in the Redemption Notice, the investor shall cease to be the owner of the shares specified in the Redemption Notice and the certificates representing these shares shall be rendered null and void in the books of the Company;

2. the price at which the shares specified in the Redemption Notice shall be redeemed (the "Redemption Price") shall be determined in accordance with the rules fixed by the General Partner and reflected in the issuing documents of the Company. Payment of the Redemption Price will be made to the owner of such shares in the reference currency of the relevant class, except during periods of exchange restrictions, and will be deposited by the Company with a bank in Luxembourg or elsewhere (as specified in the Redemption Notice) for payment to such owner upon delivery of the share certificate or certificates, if issued, representing the shares specified in such notice. Upon deposit of such Redemption 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 shareholders appearing as the owner thereof to receive the price so deposited (without interest) from such bank upon effective delivery of the share certificate or certificates, if issued, as aforesaid. The exercise by the Company of this power shall not be questioned or invalidated in any case, on the grounds that there was

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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.

In particular, the General Partner may restrict or block the ownership of shares in the Company by any "US Person" unless such ownership is in compliance with the relevant US laws and regulations. The term "US Person" means any resident or person with the nationality of the United States of America or one of their territories or possessions or regions under their jurisdiction, or any other company, association or entity incorporated under or governed by the laws of the United States of America or any person falling within the definition of "US Person" under such laws.

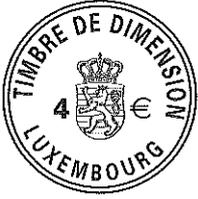
Given the above, and for the avoidance of doubt, in the event the General Partner finds out that a potential investor in any of the Sub-Funds, or an already existing shareholder in any Sub-Fund, is not, or is no longer a well-informed investor within the meaning of article 2 of the Law of 13 February 2007, the above described procedures shall be applied.

#### **Article 15 – Net Asset Value**

The net asset value of the shares in every Sub-Fund, class, type or sub-type of share of the Company, shall be determined at least once a year and expressed in the currency(ies) decided upon by the General Partner. The General Partner shall decide the days by reference to which the assets of the Company or Sub-Funds shall be valued (each a "Valuation Day") and the appropriate manner to communicate the net asset value per share, in accordance with the legislation in force.

##### I. The assets of the Company shall include:

- all cash in hand or on deposit, including any outstanding accrued interest;
- all bills and promissory notes and accounts receivable, including outstanding proceeds of any sale of securities;
- all securities, shares, bonds, time notes, debenture stocks, options or subscription rights, warrants, money market instruments, and all other investments and transferable securities belonging to the relevant Sub-Fund;



- all dividends and distributions payable to the relevant Sub-Fund either in cash or in the form of stocks and shares (the Company may, however, make adjustments to account for any fluctuations in the market value of transferable securities resulting from practices such as ex-dividend or ex-claim negotiations);
- all outstanding accrued interest on any interest-bearing securities belonging to the relevant Sub-Fund, unless this interest is included in the principal amount of such securities;
- the preliminary expenses of the Company or of the relevant Sub-Fund, to the extent that such expenses have not already been written-off;
- the other fixed assets of the Company or of the relevant Sub-Fund, including office buildings, equipment and fixtures; and
- all other assets whatever their nature, including the proceeds of swap transactions and advance payments.

II. The Company's liabilities shall include:

- all borrowings, bills, promissory notes and accounts payable;
- all known liabilities, whether or not already due, including all contractual obligations that have reached their term, involving payments made either in cash or in the form of assets, including the amount of any dividends declared by the Company regarding each Sub-Fund but not yet paid;
- a provision for any tax accrued to the Valuation Day and any other provisions authorised or approved by the General Partner; and
- all other liabilities of the Company of any kind with respect to each Sub-Fund, 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 including, but not limited to: preliminary expenses; expenses in connection with, and fees payable to, its investment manager(s), adviser(s), accountants, custodian and correspondents, registrar, transfer agents, paying agents, brokers, distributors, permanent representatives in places of registration and auditors; administration, domiciliary, services, promotion, printing, reporting, publishing (including advertising or preparing and printing of issuing documents of the Company, explanatory memoranda, registration statements and financial reports) and

other operating expenses; the cost of buying and selling assets (transaction costs); interest and bank charges, as well as taxes and other governmental charges.

The Company may calculate administrative and other expenses of a regular or recurring nature on an estimated basis yearly or for other periods in advance and may accrue the same in equal proportions over any such period.

III. The value of the assets of the Company shall be determined as follows:

- the value of any cash in hand or on deposit, discount notes, bills and demand notes and accounts receivable, prepaid expenses, cash dividends and interest declared or accrued as aforesaid and not yet received, shall be equal to the entire amount thereof, unless the same is unlikely to be paid or received in full, in which case the value thereof shall be determined after making such discount as the General Partner may consider appropriate in such case to reflect the true value thereof;

- the value of all portfolio securities and money market instruments or derivatives that are listed on an official stock exchange or traded on any other regulated market will be based on the last available price on the principal market on which such securities, money market instruments or derivatives are traded, as supplied by a recognised pricing service approved by the General Partner. If such prices are not representative of the fair value, such securities, money market instruments or derivatives as well as other permitted assets may be appraised at a fair value at which it is expected that they may be resold, as determined in good faith under the direction of the General Partner;

- the value of securities and money market instruments which are not quoted or traded on a regulated market will be appraised at a fair value at which they are expected to be resold, as determined in good faith under the direction of the General Partner;

- investments in private equity securities will be valued at a fair value under the direction of the General Partner in accordance with appropriate professional standards, such as, without limitation, the Valuation Guidelines published by the European Private Equity and Venture Capital Association (EVCA), as further specified in the issuing documents of the Company;



- investments in real estate assets shall be valued with the assistance of one or several independent valuer(s) designated by the General Partner for the purpose of appraising, where relevant, the fair value of a property investment in accordance with its/their applicable standards, such as, for example, the Appraisal and Valuations Standards published by the Royal Institution of Chartered Surveyors (RICS), as further specified in the issuing documents of the Company;

- the amortised cost method of valuation for short-term transferable debt securities in certain Sub-Funds of the Company may be used. This method involves valuing a security at its cost and thereafter assuming a constant amortisation to maturity of any discount or premium regardless of the impact of fluctuating interest rates on the market value of the security. While this method provides certainty in valuation, it may result during certain periods in values which are higher or lower than the price which the Sub-Fund would receive if it sold the securities prior to maturity. For certain short term transferable debt securities, the yield to a shareholder may differ somewhat from that which could be obtained from a similar sub-fund which marks its portfolio securities to market on a daily basis;

- the value of the participations in investment funds shall be based on the last available valuation. Generally, participations in investment funds will be valued in accordance with the methods provided by the instruments governing such investment funds. These valuations shall normally be provided by the fund administrator or valuation agent of an investment fund. To ensure consistency within the valuation of each Sub-Fund, if the time at which the valuation of an investment fund was calculated does not coincide with the valuation time of any Sub-Fund, and/or if such valuation is determined to have changed materially since it was calculated, then the Net Asset Value may be adjusted to reflect the change as determined in good faith under the direction of the General Partner. Moreover, if the valuation reported for an investment fund is not appraised at fair value, it may be adjusted to reflect fair value in accordance with appropriate professional standards as also determined in good faith under the direction of the General Partner;

- the valuation of swaps will be based on their market value, which itself depends on various factors (e.g. level and volatility of the underlying asset, market interest rates, residual term of the swaps). Any adjustments required as a result of issues and redemptions are carried out by means of an increase or decrease in the nominal of the swaps, traded at their market value;

- the valuation of derivatives traded over-the-counter (OTC), such as futures, forward or option contracts not traded on exchanges or on other recognised markets, will be based on their net liquidating value determined pursuant to the policies established under the direction of the General Partner on the basis of recognised financial models in the market and in a consistent manner for each category of contracts. The net liquidating value of a derivative position is to be understood as being equal to the net unrealised profit/loss with respect to the relevant position;

- the value of other assets will be determined prudently and in good faith under the direction of the General Partner in accordance with the relevant valuation principles and procedures.

The General Partner, at its discretion, may authorise the use of other methods of valuation if it considers that such methods would enable the fair value of any asset of the Company to be determined more accurately.

Where necessary, the fair value of an asset is determined by the General Partner, or by a committee appointed by the General Partner, or by a designee of the General Partner.

All valuation regulations and determinations shall be interpreted and made in accordance with the valuation/accounting principles specified in the issuing documents of the Company.

For each Sub-Fund, adequate provisions will be made for expenses incurred and due account will be taken of any off-balance sheet liabilities in accordance with fair and prudent criteria.

For each Sub-Fund and for each class of shares, the net asset value per share shall be calculated in the relevant reference currency with respect to each Valuation Day by dividing the net assets attributable to such Sub-Fund or class (which shall be

equal to the assets minus the liabilities attributable to such Sub-Fund or class) by the number of shares issued and in circulation in such Sub-Fund or class; assets and liabilities expressed in foreign currencies shall be converted into the relevant reference currency, based on the relevant exchange rates.

The Company's net assets shall be equal to the sum of the net assets of all its Sub-Funds.

In the absence of bad faith, gross negligence or manifest error, every decision to determine the net asset value taken by the General Partner or by any bank, company or other organisation which the General Partner may appoint for such purpose, shall be final and binding on the Company and present, past or future shareholders.

#### **Article 16 – Allocation of Assets and Liabilities among the Sub-Funds**

For the purpose of allocating the assets and liabilities between the Sub-Funds, the General Partner shall establish a portfolio of assets for each Sub-Fund in the following manner:

- the proceeds from the issue of each share of each Sub-Fund are to be applied in the books of the Company to the portfolio of assets established for that Sub-Fund and the assets and liabilities and income and expenditure attributable thereto are applied to such portfolio subject to the following provisions;
- where any asset is derived from another asset, such derivative asset is applied in the books of the Company to the same portfolio as the asset from which it was derived and on each revaluation of an asset, the increase or decrease in value is applied to the relevant portfolio;
- where the Company incurs a liability which relates to any asset of a particular portfolio or to any action taken in connection with an asset of a particular portfolio, such liability is allocated to the relevant portfolio;
- in the case where any asset or liability of the Company cannot be considered as being attributable to a particular portfolio, such asset or liability is as a rule allocated to all the Sub-Funds pro rata to their net asset values; notwithstanding the foregoing, if and when specific circumstances so justify, such asset or liability may be allocated to all Sub-Funds in equal parts;

- upon the payment of dividends to the holders of shares in any Sub-Fund, the net asset value of such Sub-Fund shall be reduced by the amount of such dividends.

Towards third parties, the assets of a given Sub-Fund will be liable only for the debts, liabilities and obligations concerning that Sub-Fund. In relations between shareholders, each Sub-Fund is treated as a separate entity.

#### **Article 17 – Suspension of Calculation of the Net Asset Value**

The General Partner may suspend the determination of the net asset value and/or, where applicable, the subscription, redemption and/or conversion of shares, for one or more Sub-Funds, in the following cases:

- when the stock exchange(s) or market(s) that supplies/supply prices for a significant part of the assets of one or several Sub-Funds are closed, or in the event that transactions on such a market are suspended, or are subject to restrictions, or are impossible to execute in volumes allowing the determination of fair prices;
- when the information or calculation sources normally used to determine the value of a Sub-Fund's assets are unavailable, or if the value of a Sub-Fund's investment cannot be determined with the required speed and accuracy for any reason whatsoever;
- when exchange or capital transfer restrictions prevent the execution of transactions of a Sub-Fund or if purchase or sale transactions of a Sub-Fund cannot be executed at normal rates;
- when the political, economic, military or monetary environment, or an event of *force majeure*, prevent the Company from being able to manage normally its assets or its liabilities and prevent the determination of their value in a reasonable manner;
- when, for any other reason, the prices of any significant investments owned by a Sub-Fund cannot be promptly or accurately ascertained;
- when the Company or any of the Sub-Funds is/are in the process of establishing exchange parities in the context of a merger, a contribution of assets, an asset or share split or any other restructuring transaction;

- when there is a suspension of redemption or withdrawal rights by several investment funds in which the Company or the relevant Sub-Fund is invested;
- in exceptional circumstances, whenever the General Partner considers it necessary in order to avoid irreversible negative effects on one or more Sub-Funds, in compliance with the principle of equal treatment of shareholders in their best interests.

When shareholders are entitled to request the redemption or conversion of their shares, if any application for redemption or conversion is received in respect of any relevant Valuation Day (the "First Valuation Day") which either alone or when aggregated with other applications so received, is above the liquidity threshold determined by the General Partner for any one Sub-Fund, the General Partner reserves the right in its sole and absolute discretion (and in the best interests of the remaining shareholders) to scale down pro rata each application with respect to such First Valuation Day so that no more than the corresponding amounts be redeemed or converted on such First Valuation Day. To the extent that any application is not given full effect on such First Valuation Day by virtue of the exercise of the power to prorate applications, it shall be treated with respect to the unsatisfied balance thereof as if a further request had been made by the shareholder in respect of the next following Valuation Day and, if necessary, subsequent Valuation Days, until such application shall have been satisfied in full. With respect to any application received in respect of the First Valuation Day, to the extent that subsequent applications shall be received in respect of following Valuation Days, such later applications shall be postponed in priority to the satisfaction of applications relating to the First Valuation Day, but subject thereto shall be dealt with as set out in the preceding sentence.

The suspension of the calculation of the net asset value and/or, where applicable, of the subscription, redemption and/or conversion of shares, shall be notified to the relevant persons through all means reasonably available to the Company, unless the General Partner is of the opinion that a publication is not necessary considering the short period of the suspension.

Such a suspension decision shall be notified to any shareholders requesting redemption or conversion of their shares.

The suspension measures provided for in this article may be limited to one or more Sub-Funds.

#### **CHAPTER IV - ADMINISTRATION AND MANAGEMENT OF THE COMPANY**

##### **Article 18 – General Partner**

The Company shall be managed by “Crédit Agricole Investment Management S.à r.l.” in its capacity as general partner of the Company (*actionnaire gérant commandité*), a company incorporated under the laws of Luxembourg (the “General Partner”).

The General Partner is liable for all liabilities which cannot be met out of the assets of the Company. In case of several General Partners, their liability shall be joint and several.

In the event of legal incapacity, liquidation or other permanent situation preventing the General Partner from acting as general partner of the Company, the Company shall not be immediately dissolved and liquidated, provided that an administrator, who needs not be a shareholder, is appointed to effect urgent or mere administrative acts, until a general meeting of shareholders is held, which such administrator shall convene within fifteen (15) days of his appointment. At such general meeting, the shareholders may appoint, in accordance with the quorum and majority requirements for amending the articles of incorporation, a successor manager which needs to be a member of the Crédit Agricole Group of companies. Failing such appointment, the Company shall be dissolved and liquidated.

Any such appointment of a successor manager shall not be subject to the approval of the General Partner.

##### **Article 19 – Powers of the General Partner**

The General Partner, applying the principle of risk spreading, shall determine the investment policies and strategies of the Company and of each Sub-Fund and the course of conduct of the management and business affairs of the Company, as set forth in the issuing documents of the Company, in compliance with applicable laws and regulations.

The Company is authorized to employ techniques and instruments to the full extent permitted by law for the purpose of efficient portfolio management.

The General Partner is vested with the broadest powers to perform all acts of disposition and administration within the Company's purpose.

All powers not expressly reserved by law or by these articles of incorporation to the general meeting of shareholders are in the competence of the General Partner.

The General Partner may appoint investment advisers and managers, as well as any other management or administrative agents. The General Partner may enter into agreements with such persons or companies for the provision of their services, the delegation of powers to them, and the determination of their remuneration to be borne by the Company.

#### **Article 20 – Corporate Signature**

*Vis-à-vis* third parties, the Company is validly bound by the sole signature of the General Partner or by the signature(s) of any other person(s) to whom authority has been delegated by the General Partner.

#### **Article 21 – Liability**

The holders of ordinary shares shall refrain from acting on behalf of the Company in any manner or capacity other than by exercising their rights as shareholders in general meetings and shall only be liable to the extent of their contributions to the Company.

#### **Article 22 – Conflict of Interest**

No contract or other transaction between the Company and any other company or firm shall be affected or invalidated by the fact that the General Partner or any one or more of the directors and/or managers and/or officers of the General Partner is interested in, or is a director, associate, officer or employee of, such other company or firm.

Any director, manager or officer of the General Partner who serves as a director, manager, 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 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.

#### **Article 23 – Indemnification**

The General Partner and each manager, partner, shareholder, director, officer, employee, agent or controlling person of the General Partner (the "Indemnified Persons") may be exculpated and entitled to indemnification to the fullest extent permitted by law by the Company against any cost, expense (including attorneys' fees), judgment and/or liability, reasonably incurred by, or imposed upon such person in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency) to which such person may be made a party or otherwise involved or with which such person will be threatened by reason of being or having been an Indemnified Person; provided, however, that any such person will not be so indemnified with respect to any matter as to which such person is determined not to have acted in good faith in the best interests of the Company and the relevant Sub-Funds or with respect to any manner in which such person acted in a grossly negligent manner or in material breach of the constitutive documents of the Company or any provisions of relevant service agreement. Notwithstanding the foregoing, advances from funds of the Company to a person entitled to indemnification hereunder for legal expenses and other costs incurred as a result of a legal action will be made only if the following three conditions are satisfied: (1) the legal action relates to the performance of duties or services by such person on behalf of the Company; (2) the legal action is initiated by a third party to the Company; and (3) such person undertakes to repay the advanced funds in cases in which it is finally and conclusively determined that it would not be entitled to indemnification hereunder.

The Company shall not indemnify the Indemnified Persons in the event of claim resulting from legal proceedings between the General Partner and each manager, partner, shareholder, director, officer, employee, agent or controlling person of the same.

## **CHAPTER V – GENERAL MEETINGS**

### **Article 24 – General meetings of the Company**

The general meeting of shareholders shall represent all the shareholders of the Company. It shall have the broadest powers to order, carry out or ratify acts relating to the operations of the Company, provided that, unless otherwise provided herein, any resolution of the general meeting of shareholders amending the articles of

incorporation or creating rights or obligations *vis-à-vis* third parties must be approved by the General Partner.

The annual general meeting of shareholders shall be held in Luxembourg, either at the Company's registered office or at any other location in Luxembourg, to be specified in the notice of the meeting, at 10.30 a.m. on the third Tuesday of the month of June. If this day is not a banking day in Luxembourg, the annual general meeting of shareholders shall be held on the next banking day. The annual general meeting of shareholders may be held abroad if the General Partner, acting with sovereign powers, decides that exceptional circumstances so require.

Other general meetings of shareholders may be held at the place and on the date specified in the notice of meeting.

General meetings of shareholders shall be convened by the General Partner pursuant to a notice setting forth the agenda and sent by registered letter at least eight (8) calendar days prior to the meeting to each registered shareholder at the shareholder's address recorded in the register of shareholders. The giving of such notice to registered shareholders need not be justified to the meeting.

If all shareholders are present or represented and consider themselves as being duly convened and informed of the agenda, the general meeting may take place without notice of meeting.

The General Partner may determine all other conditions that must be fulfilled by shareholders in order to attend any meeting of shareholders.

Each share, whatever its value, shall provide entitlement to one vote. Fractions of shares do not give their holders any voting right.

Shareholders may take part in meetings by designating in writing or by facsimile, telegram or telex, other persons to act as their proxy.

The requirements for participation, the quorum and the majority at each general meeting are those outlined in articles 67 and 67-1 of the law dated 10 August 1915 on commercial companies, as amended.

Any resolution of a meeting of shareholders to the effect of amending these articles of incorporation must be passed with (i) a presence quorum of fifty percent (50%) of the shares issued by the Company at the first call and, if not achieved, with

no quorum requirement for the second call and, (ii) the approval of a majority of at least two-thirds (2/3) of the votes validly cast by the shareholders present or represented at the meeting and (iii) the consent of the General Partner.

In accordance with article 68 of the law of 10 August 1915 on commercial companies, as amended, any resolution of the general meeting of shareholders of the Company, affecting the rights of the holders of shares of any Sub-Fund, class or type *vis-à-vis* the rights of the holders of shares of any other Sub-Fund or Sub-Funds, class or classes, type or types shall be subject to a resolution of the general meeting of shareholders of such Sub-Fund or Sub-Funds, class or classes, type or types. The resolutions, in order to be valid, must be adopted in compliance with the quorum and majority requirements referred herein, with respect to each Sub-Fund or Sub-Funds, class or classes, type or types concerned.

**Article 25 – General meetings in Sub-Fund(s) or in Class(es) of Shares**

The provisions of article 24 shall apply, *mutatis mutandis*, to such general meetings.

Unless otherwise provided for by law or herein, the resolutions of the general meeting of shareholders of a Sub-Fund or of a class of shares are passed by a simple majority vote of the shareholders present or represented.

**Article 26 – Termination and amalgamation of Sub-Funds or Classes of Shares**

In the event that, for any reason whatsoever, the value of the total net assets in any Sub-Fund or the value of the net assets of any class of ordinary shares within a Sub-Fund has decreased to, or has not reached, an amount determined by the General Partner to be the minimum level for such Sub-Fund, or such class of ordinary shares, to be operated in an economically efficient manner or in case of a substantial modification in the political, economic or monetary situation or as a matter of economic rationalisation, the General Partner may decide to redeem all the shares of the relevant class or classes at the net asset value (taking into account actual realisation prices of investments and realization expenses) calculated with reference to the Valuation Day in respect of which such decision shall be effective. The Company shall serve a notice to the shareholders of the relevant class or classes prior

to the effective date for the compulsory redemption, which will indicate the reasons and the procedure for the redemption operations. Where applicable and unless it is otherwise decided in the interests of, or to keep equal treatment between the shareholders, the shareholders of the Sub-Fund or of the class of ordinary shares concerned may continue to request redemption of their shares free of charge (but taking into account actual realisation prices of investments and realisation expenses) prior to the date effective for the compulsory redemption.

Notwithstanding the powers conferred to the General Partner by the preceding paragraph, the general meeting of shareholders of any one or all classes of ordinary shares issued in any Sub-Fund will, in any other circumstances, have the power, with the consent of the General Partner, to decide the redemption of all the ordinary shares of the relevant class or classes and refund to the shareholders the net asset value of their ordinary shares (taking into account actual realisation prices of investments and realisation expenses) calculated with reference to the Valuation Day in respect of which such decision shall take effect. There shall be no quorum requirements for such general meeting of shareholders which shall decide by resolution taken by simple majority of those present or represented and voting at such meeting, and the consent of the General Partner.

Assets which may not be distributed to their beneficiaries upon the implementation of the redemption will be deposited with the depositary of the Company until they are remitted with the *caisse de consignation* on behalf of the persons entitled thereto, in compliance with the deadlines foreseen under the applicable legal and/or regulatory requirements.

Under the same circumstances as provided by the first paragraph of this article, the General Partner may decide to allocate the assets of any Sub-Fund to those of another existing Sub-Fund within the Company, or to another Luxembourg undertaking for collective investment organised under the provisions of the Law of 13 February 2007 or the law dated 20 December 2002 concerning undertakings for collective investment, as amended, or to another sub-fund within such other undertaking for collective investment (the "New Sub-Fund") and to re-designate the shares of the class or classes concerned as shares of the New Sub-Fund (following a

split or consolidation, if necessary, and the payment of the amount corresponding to any fractional entitlement to shareholders). Such decision will be published in the same manner as described in the first paragraph of this article one month before its effectiveness (and, in addition, the publication will contain information in relation to the New Sub-Fund), in order to enable shareholders to request redemption of their shares, free of charge, during such period. Shareholders who have not requested redemption will be transferred *de jure* to the New Sub-Fund.

Notwithstanding the powers conferred to the General Partner by the preceding paragraph, a contribution of the assets and of the then current and determined liabilities attributable to any Sub-Fund to another Sub-Fund within the Company may be decided upon by a general meeting of the shareholders of the class or classes of shares issued in the Sub-Fund concerned for which there shall be no quorum requirements and which will decide upon such an amalgamation by resolution taken by simple majority of those present or represented and voting at such meeting, with the consent of the General Partner.

Furthermore, in other circumstances than those described in the first paragraph of this article, a contribution of the assets and of the then current and determined liabilities attributable to any Sub-Fund to another undertaking for collective investment referred to in the fourth paragraph of this article or to another sub-fund within such other undertaking for collective investment shall require a resolution of the shareholders of the class or classes of shares issued in the Sub-Fund concerned. There shall be no quorum requirements for such general meeting of shareholders, which shall decide by resolution taken by simple majority of those present or represented and voting at such meeting, with the consent of the General Partner, except when such an amalgamation is to be implemented with a Luxembourg undertaking for collective investment of the contractual type ("*fonds commun de placement*") or a foreign based undertaking for collective investment, in which case resolutions shall be binding only on such shareholders who have voted in favour of such amalgamation.

## **CHAPTER VI – ANNUAL ACCOUNTS**

### **Article 27 – Financial Year**

The financial year of the Company shall start on 1<sup>st</sup> January of each year and shall end on 31<sup>st</sup> December.

The Company shall publish an annual report in accordance with the legislation in force.

#### **Article 28 – Distributions**

The General Partner, within the limits provided by law and these articles of incorporation, determines how the results of the Company and its Sub-Funds shall be disposed of, and may from time to time declare distributions of dividends in compliance with the issuing documents of the Company.

Payments of distributions to holders of registered shares shall be made to such shareholders at their addresses in the register of shareholders.

Distributions may be paid in such currency and at such time and place that the General Partner shall determine from time to time.

Any dividend distribution that has not been claimed within five (5) years of its declaration shall be forfeited and revert to the class or classes of shares issued by the Company or by the relevant Sub-Fund.

No interest shall be paid on a dividend declared by the Company and kept by it at the disposal of its beneficiary.

### **CHAPTER VII - AUDITOR**

#### **Article 29 – Auditor**

The Company shall have the accounting data contained in the annual report inspected by a Luxembourg independent auditor (*“réviseur d’entreprises agréé”*) appointed by the general meeting of shareholders, which shall fix his remuneration. The auditor shall fulfil all duties prescribed by law.

### **CHAPTER VIII - DEPOSITARY**

#### **Article 30 – Depositary**

The Company will appoint a depositary which meets the requirements of the Law of 13 February 2007.

The depositary shall fulfil the duties and responsibilities as provided for by the Law of 13 February 2007.

### **CHAPTER IX – WINDING-UP - LIQUIDATION**

### **Article 31 – Winding-up - Liquidation**

The Company may at any time upon proposition of the General Partner be dissolved by a resolution of the general meeting of shareholders subject to the quorum and majority requirements necessary for the amendment of these articles of incorporation.

Whenever the share capital falls below two-thirds (2/3) of the minimum capital provided for by the Law of 13 February 2007, the question of the dissolution of the Company shall be referred to the general meeting of shareholders by the General Partner. The general meeting of shareholders, for which no quorum shall be required, shall decide by simple majority of the votes of the shares represented at the meeting.

The question of the dissolution of the Company shall further be referred to the general meeting whenever the share capital falls below one-fourth (1/4) of the minimum capital provided for by the Law of 13 February 2007; in such an event, the general meeting shall be held without any quorum requirements and the dissolution may be decided by shareholders holding one-fourth (1/4) of the votes of the shares represented at the meeting.

The general meeting of shareholders must be convened so that it is held within a period of forty (40) days from ascertainment that the net assets of the Company have fallen below two-thirds (2/3) or one-fourth (1/4) of the legal minimum, as the case may be.

The liquidation shall be carried out by one or several liquidators, who may be physical persons or legal entities, appointed by the general meeting of shareholders which shall determine their powers and their compensation.

The liquidation will take place in accordance with applicable Luxembourg law. The net proceeds of the liquidation will be distributed to shareholders in proportion to their rights.

At the end of the liquidation process of the Company, any amounts that have not been claimed by the shareholders will be paid into the *caisse de consignation*, which keep them available for the benefit of the relevant shareholders for the duration provided for by law. After this period, the balance will return to the State of Luxembourg.

## CHAPTER IX – GENERAL PROVISIONS

### Article 32 – Applicable Law

In respect of all matters not governed by these articles of incorporation, the parties shall refer to the provisions of the law of 10 August 1915 on commercial companies and the amendments thereto, and the relevant law and regulations applicable to Luxembourg undertakings for collective investment, notably the Law of 13 February 2007.

### *SUBSCRIPTION AND PAYMENT*

The capital has been subscribed as follows:

Name of Subscriber	Number of subscribed shares	Value
1.- Crédit Agricole Investment Management S.à r.l.	one (1) general partner share	EUR 1,000.-
2. Crédit Agricole Investment Management S.à r.l.	one (1) ordinary share	EUR 100.-
3.- Crédit Agricole (Suisse) S.A.	two hundred and ninety nine (299) ordinary shares	EUR 29,900.-

Upon incorporation, the general partner share and all ordinary shares were fully paid-up, as it has been justified to the undersigned Notary.

### *TRANSITIONAL DISPOSITIONS*

The first financial year shall begin on the date of incorporation of the Company and shall end on 31 December 2013.

The first general annual meeting of shareholders shall be held in 2014. The first annual report of the Company will be dated 31 December 2013.

### *EXPENSES*

The expenses, costs, fees or charges in any form whatsoever which shall be borne by the Company as a result of its incorporation are estimated at approximately EUR 3,000.-.

**STATEMENTS**

The undersigned Notary states that the conditions provided for in articles 26, 26-3 and 26-5 of the law of 10 August 1915 on commercial companies, as amended, have been observed.

**EXTRAORDINARY GENERAL MEETING**

Immediately after the incorporation of the Company, the above-named persons, representing the entire subscribed capital and considering themselves as duly convened, have immediately proceeded to an extraordinary general meeting. Having first verified that it was regularly constituted, the meeting took the following resolutions:

**First resolution**

The registered office of the Company shall be at 5, allée Scheffer, L- 2520 Luxembourg, Grand Duchy of Luxembourg.

**Second resolution**

The independent auditor (réviseur d'entreprises agréé) for the Company shall be:

**PricewaterhouseCoopers**, Société Coopérative, having its registered office at L-1471 Luxembourg, 400, route d'Esch.

The auditor shall remain in office until the close of annual general meeting approving the accounts of the Company as of 31 December 2013.

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

The undersigned Notary who understands and speaks English states herewith that upon request of the above-appearing person this deed is worded in English.

This original deed having been read to the appearing persons, known to the Notary by their name, first name, civil status and residence, the said appearing persons signed together with us, the Notary, this original deed.

signé: D. BERT et H. HELLINCKX.

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Enregistré à Luxembourg A.C., le 25 novembre 2013.  
Relation: LAC/2013/53282

Reçu soixante-quinze euros  
(75.- EUR)

Le Receveur (s) I. THILL.

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- POUR EXPEDITION CONFORME -  
Délivrée à la société sur demande.

Luxembourg, le 5 décembre 2013.

