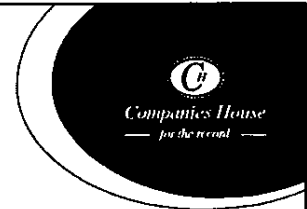


OS CC01

Return by an overseas company of an alteration to constitutional documents



☒ **What this form is for**
You may use this form to show an alteration to constitutional documents of an overseas company

☒ **What this form is NOT for**
You cannot use this form to show any other changes to an overseas company

THURSDAY



A43 *A2CD96C9* #92
11/07/2013
COMPANIES HOUSE

1 Overseas company details

Company number

F	C	0	1	2	3	2	1
---	---	---	---	---	---	---	---

Company name in full or alternative name as registered in the UK

DB Delaware Holdings (Europe) Limited

→ **Filling in this form**
Please complete in typescript or in bold black capitals
All fields are mandatory unless specified or indicated by *

2 Alteration of the constitutional document(s)

Details of change

Company converted from Limited Liability Company to a Delaware LLC
--

3 Date of alteration to the constitutional document(s)

The company gives notice ¹ that the constitutional document(s) for this company were altered on the date below

Date of alteration

d	2	2	m	0	5	y	2	0	1	3
---	---	---	---	---	---	---	---	---	---	---

Copies of the following documents have been attached

- A new certified copy of the constitution of the company, as altered.
- A certified translation, if applicable

¹ This notice must be delivered to the Registrar within 21 days of the notice of alteration being received in the UK in due course of post (if dispatched with due diligence)

4 UK establishments

A return must be delivered in respect of any alteration to the company particulars by each UK establishment. If, however, a company has more than one UK establishment, it may deliver only one form in respect of all those UK establishments, provided it completes the table below

UK establishment name	Registration number
DB Delaware Holdings (Europe) Limited - London Branch	B R 0 0 1 0 4 2

5 Signature

I am signing this form on behalf of the overseas company ²

Signature

Signature

X

X

² This form may be signed by Director, Secretary, Permanent representative

OS CC01

Return by an overseas company of an alteration to constitutional documents



Presenter information

You do not have to give any contact information, but if you do it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name	Corporate Secretariat
Company name	Deutsche Bank
Address	Hardenbergstr 32
Post town	Berlin
County/Region	
Postcode	1 0 6 2 3
Country	Germany
DX	
Telephone	+49 30 310 60472



Checklist

We may return the forms completed incorrectly or with information missing.

Please make sure you have remembered the following

- ☐ The company name and number as registered in the UK match the information held on the public Register
- ☐ You have entered details of the alteration to the constitutional documents in Section 2
- ☐ You have entered the date of alteration to the constitutional document(s) in Section 3
- ☐ You have completed Section 4, if applicable
- ☐ You have submitted the new constitutional documents of the company (with a certified translation, if appropriate) with this form
- ☐ You have signed the form



Important information

Please note that all information on this form will appear on the public record.



Where to send

You may return this form to any Companies House address

England and Wales:

The Registrar of Companies, Companies House,
Crown Way, Cardiff, Wales, CF14 3UZ
DX 33050 Cardiff

Scotland.

The Registrar of Companies, Companies House,
Fourth floor, Edinburgh Quay 2,
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.
DX ED235 Edinburgh 1
or LP - 4 Edinburgh 2 (Legal Post)

Northern Ireland

The Registrar of Companies, Companies House,
Second Floor, The Linenhall, 32-38 Linenhall Street,
Belfast, Northern Ireland, BT2 8BG
DX 481 NR Belfast 1



Further information

For further information, please see the guidance notes on the website at www.companieshouse.gov.uk or email enquiries@companieshouse.gov.uk

This form is available in an alternative format. Please visit the forms page on the website at www.companieshouse.gov.uk

EXHIBIT A

DB DELAWARE HOLDINGS (EUROPE) LLC

ARTICLES OF ASSOCIATION

These Articles of Association (these "Articles") of DB Delaware Holdings (Europe) LLC, a Delaware limited liability company (the "Company"), dated and effective as of the Conversion (as defined below), are entered into by HAC Investments Ltd, as the initial member of the Company (individually a "Member" and together with all additional members admitted to the Company pursuant to these Articles, the "Members") pursuant to and in accordance with the Delaware Limited Liability Company Act (6 Del. C. § 18-101, et seq), as amended from time to time (the "Act"), and the terms of these Articles. These Articles shall serve as the limited liability company agreement of the Company for purposes of the Act.

WHEREAS, DB Delaware Holdings (Europe) Limited (the "Corporation") was incorporated as a Delaware corporation on December 8, 1983,

WHEREAS, on the date hereof, the board of directors of the Corporation adopted a resolution adopting and approving the conversion of the Corporation to a Delaware limited liability company and the adoption of these Articles, and recommending the adoption of such conversion and these Articles to the sole stockholder of the Corporation, pursuant to Section 266 of the General Corporation Law of the State of Delaware (the "GCL"),

WHEREAS, on the date hereof, by written consent, the sole stockholder of the Corporation adopted and approved the conversion of the Corporation to a limited liability company and the adoption of these Articles pursuant to Section 266 of the GCL,

WHEREAS, on the date hereof, the Corporation was converted to a limited liability company pursuant to Section 18-214 of the Act, and Section 266 of the GCL by causing the filing with the Secretary of State of the State of Delaware of a Certificate of Conversion to Limited Liability Company and a Certificate of Formation of the Company, and by the execution of these Articles (the "Conversion");

WHEREAS, at the effective time of the Conversion, (i) the sole stockholder of the Corporation became a member of the Company, (ii) all of the issued and outstanding shares of stock in the Corporation were converted into 40,000 Shares (as defined herein), and the sole stockholder of the Corporation became the owner of such Shares, and

WHEREAS, upon effectiveness of the Conversion, for all purposes of the laws of the State of Delaware, the Company shall be deemed to be the same entity as the Corporation and the Conversion shall constitute a continuation of the existence of the Corporation in the form of a Delaware limited liability company governed by these Articles and the Act

Certified to be a true copy

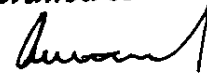

.....
Authorised signatory

EXHIBIT A

NOW THEREFORE, intending to be legally bound, the Member hereby agrees as follows:

Article 1 Organization

1.1 Formation

(a) Effective as of the time of the Conversion, (i) the Certificate of Incorporation of the Corporation and the By-Laws of the Corporation, each as in effect immediately prior to the effective time of the Conversion, are replaced and superseded in their entirety by the Certificate of Formation and these Articles in respect of all periods beginning on or after the Conversion, (ii) the sole stockholder of the Corporation existing immediately prior to the Conversion automatically becomes a member of the Company upon its execution of these Articles, (iii) all of the shares of each class of capital stock in the Corporation issued and outstanding immediately prior to the Conversion are automatically converted to 40,000 Shares, (iv) the sole stockholder of the Corporation existing immediately prior to the Conversion automatically becomes the owner of such 40,000 Shares, and (v) all certificates evidencing shares of capital stock in the Corporation issued by the Corporation and outstanding immediately prior to the Conversion shall be surrendered to the Company and shall be canceled on the books and records of the Corporation.

(b) The Company was formed by the filing of the Certificate of Formation of the Company (the "Certificate of Formation") with the Secretary of State of the State of Delaware in accordance with the Act. Angeline L. Patrick is hereby designated as an "authorized person" of the Company within the meaning of the Act, and has executed, delivered and filed the Certificate of Formation of the Company with the Secretary of State of the State of Delaware, which filing is hereby ratified and approved. Upon the filing of the Certificate of Formation with the Secretary of State of the State of Delaware, her powers as an "authorized person" of the Company ceased, and each Director on the Board of Directors and anyone authorized by such Director thereupon shall have become the designated "authorized person" of the Company and shall continue as the designated "authorized person" of the Company within the meaning of the Act.

1.2 Name

The name of the limited liability company continued hereby is DB Delaware Holdings (Europe) LLC.

1.3 Registered Agent

The Company's registered agent and registered office of the Company in the State

EXHIBIT A

of Delaware shall be as specified in the Certificate of Formation until changed by resolution adopted by the Board of Directors

1 4 Term

The term of the Company commenced upon the incorporation of the Corporation and shall continue in perpetuity unless earlier terminated as provided in these Articles or the Act. Changes in the Members of the Company shall not, in and of itself, affect the identity or continuous existence of the Company

1 5 Purposes

The object and purpose of the Company is to conduct any lawful business whatsoever that may be conducted under the Act. The Company shall have any and all powers which are necessary or desirable to carry out the purposes and business of the Company, to the extent the same may be legally exercised by limited liability companies under the Act.

1 6 Property

All property owned by the Company shall be held in the name of the Company and not comingled with the assets of the Members. The Members shall not have any interest in any specific assets or property of the Company. All property and assets owned by the Company belongs beneficially to the Company and not to the Members. The interest of the Members in the Company is personal property

1 7 Adoption

The Certificate of Formation is hereby adopted by the Member and the Company, and all actions taken in organizing the Company, including, but not limited to, the filing of the Certificate of Formation, are in all respects ratified, confirmed, adopted and approved. These Articles are hereby adopted by the Member to govern the internal business and affairs of the Company

1 8 Priority of Authorities.

The rights and obligations of the Members and the Directors, and the affairs of the Company, shall be governed, first, by the provisions of the Act that cannot be waived even with the consent of the Members, second, by the Company's Certificate of Formation, third, by these Articles, and fourth, by the applicable provisions of the Act. In the event of any conflict among the foregoing, the conflict shall be resolved in the order of priority set forth in the preceding sentence

EXHIBIT A

Article 2 **Members**

2 1 Initial admission of Member of the Company.

HAC Investments Ltd hereby becomes the initial member of the Company upon its execution of a counterpart signature page to these Articles, and does hereby accept, adopt and agree to be bound by all of the terms, conditions and provisions of these Articles

2 2 Additional Members

Other persons or entities may become Members of the Company either by the transfer to such persons or entities of Shares (as defined in Article 5 below) in accordance with the provisions of Article 7, or by the issuance to persons or entities of Shares, with such Shares reflecting and representing the additional Member's rights, duties, powers and obligations. By accepting Shares in the Company, such person or entity shall be deemed to accept the provisions of, and be bound by the terms of, these Articles

2 3 Books and Records

The Company shall adopt a fiscal and taxable year as established by the Board of Directors (as defined below) and shall keep books and records of accounts and minutes of all meetings of the Members

2 4 Limitation of Liability

Each Member's liability shall be limited as set forth in these Articles, the Act and other applicable law. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no Member shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a member of the Company, provided, however, that a Member shall remain personally liable for the payment of his, her or its required Share capital subscribed as set forth in these Articles

2 5 Incapacity, Bankruptcy or Insolvency

The bankruptcy (within the meaning of the Act) of any Member shall not cause such Member to cease to be a member of the Company and, upon the occurrence of such an event, the Company shall continue without dissolution

EXHIBIT A

2 6 Authority of Members

No Member shall have any authority to bind the Company

2 7 Right of Inspection

The Members shall have the right during normal business hours to examine, for any proper purpose, the books and records of account, minutes and records of the Company and to make copies thereof at the expense of such Members in accordance with the Act

2 8 Ceasing to be a Member

A person or entity shall cease to be a Member of the Company if such person or entity ceases to hold any Shares in the Company

Article 3 Meetings of the Members

The decisions of the Members shall be taken at a meeting of the Members or by a written consent adopted in accordance with the Act. No decision shall be validly taken unless it is approved by Members representing together more than half of the issued and outstanding Shares of the Company. The Members shall be entitled to vote upon those matters that require the approval of the Members under these Articles or under the Act

Article 4 Withdrawal of Capital

4 1 Withdrawal of Capital

A Member shall not be entitled to withdraw any part of its Share capital subscribed to, or to receive any distributions from, the Company except in the case of

(a) distributions that have been approved by a resolution of the sole Member or by the Members at a meeting of the Members, as the case may be,

(b) a dissolution or liquidation of the Company pursuant to the terms of Article

EXHIBIT A

Article 5 **Share Capital**

5 1 Share Capital.

The limited liability company interests in the Company shall be expressed in terms of units thereof designated as "Shares" with a par value of \$1 00 per Share. No Share may be issued for less than the amount of par value designated for such Share. The Shares shall reflect and represent the entire interest of a Member in the Company.

5 2 Share Subscriptions

(a) The Company may, subject to the approval of the Board of Directors, issue additional Shares from time to time as consideration for the subscription to make a contribution of a cash amount or a contribution in kind to the Company, provided that the value of such contribution in kind as agreed between the subscriber and the Board of Directors is not less than the par value of the Shares issued.

(b) The amount paid by the sole stockholder of the Corporation for all of the issued and outstanding shares of capital stock in the Corporation immediately prior to the Conversion shall be deemed to have been fully paid for the 40,000 Shares issued to the Member on the date hereof.

5 3 Membership Interests

The number of Shares owned by each Member, and the percentage of the whole issued Share capital of the Company which such Shares represent, as of the date of these Articles is set forth in the Register of Members attached hereto. The Board of Directors shall amend the Register of Members to reflect any change pursuant to these Articles in any of the foregoing with respect to any Member. The percentages of the Members shall be automatically adjusted from time to time upon the issuance, or upon transfer, of Shares in accordance with these Articles, and the Register of Members shall be amended accordingly. Any such change accomplished in accordance with these Articles shall not be deemed an amendment to these Articles.

5 4 Certificates.

Each Share shall be evidenced by a certificate, although multiple Shares may also be represented by a single certificate. Share certificates shall be signed by an authorized Officer of the Company. The Company may issue a new certificate of Shares in place of any certificate previously issued by it that is alleged to have been lost, stolen or destroyed. The Company may require the owner of the lost, stolen or destroyed certificate, or its legal representative, to give the Company a bond sufficient to indemnify it against any claim.

EXHIBIT A

that may be made against it on account of the alleged loss, theft or destruction of any such certificate or the issuance of a new certificate

5 5 Amendment of Share Capital

A Member is not required to make any capital contribution to the Company beyond making payment (to the extent not already fully paid) for the par value of the Shares which such Member holds. The capital of the Company may at any time be increased or decreased in any number of Shares, or otherwise amended (including, without limitation, by means of the creation of a new class of Shares, a reduction in any class of Share capital and any share premium attaching thereto, a redemption of any class of Shares, a purchase by the Company of any of its issued Shares, or the consolidation or sub-division of any class or number of Shares), by a resolution of the sole Member or a resolution duly adopted by Members owning at least 75 percent of the issued and outstanding Shares, as the case may be. In the case of a reduction in Share capital, the resolution shall specify whether (a) the Company shall make a payment directly to the holder of the Shares which are cancelled by virtue of the reduction in any amount equal to the par value of such Shares plus the share premium attaching thereto or (b) the amount of Share capital and any premium attaching thereto should instead be credited to the distributable reserves of the Company.

5 6 Minimum Share Capital.

The issued Share capital of the Company shall not be less than \$40,000

Article 6

Rights and Duties Attached to the Shares

6 1 Share Rights

Unless and until the Company creates additional classes of its equity capital, the Shares shall be the only class of equity securities. Each Share shall rank par passu with every other Share and shall entitle its owner to equal rights to any distribution of profits and assets on a dissolution and winding up or liquidation of the Company, and to one vote at the meetings of the Members, regardless of the amount paid in consideration for such Shares.

6 2 Sole Member

If the Company has a single Member, the single Member shall exercise all powers which are granted by the Act and these Articles to all the Members.

EXHIBIT A

Article 7 **Transfer of Shares**

7 1 Transfer of Shares

A Member may transfer its Shares without restriction except as set forth in Article
7 3

7 2 Notice

The transfer of Shares must be evidenced in writing. A transfer shall not be effective until the Company has received notice thereof in writing and that the provisions of Article 7 3 are satisfied.

7 3 General Requirements

(a) No transfer shall be permitted unless the Company has determined that such transfer would not violate applicable federal and state securities laws. A transferee to Shares shall become a Member of the Company upon being listed as a member of the Company in the Register of Members. Each holder of Shares in the Company shall be deemed to agree to be bound by the terms and conditions of these Articles. If a Member transfers all of its Shares in the Company pursuant to this Article 7, the transferee shall be deemed to become a Member of the Company simultaneously with the transferor Member ceasing to be a member of the Company.

(b) The Company shall maintain a Register of Members for the purpose of registering the transfer and ownership of Shares. In connection with a transfer in accordance with these Articles of any Shares in the Company, the certificate(s) evidencing the Shares shall be delivered to the Company for cancellation, and the Company shall thereupon issue a new certificate to the transferee evidencing the Shares that were transferred and, if applicable, the Company shall issue a new certificate to the transferor evidencing any Shares registered in the name of the transferor that were not transferred.

Article 8 **Management**

8 1 Management

Except as otherwise specifically provided by these Articles, the Members shall take no part in the management of the Company and the business of the Company shall instead be managed and administered by at least two directors, who shall each be a "manager" of the Company for purposes of the Act (each, a "Director"), who shall act as a Board of Directors (the "Board of Directors") of the Company. The Directors shall not be Members.

EXHIBIT A

of the Company Other than the initial Directors, each Director shall be appointed for a limited or unlimited duration by the sole Member or by a resolution adopted at a meeting of the Members by Members holding at least three quarters of the issued and outstanding Shares The sole Member or the Members appointing the Directors shall set their number (but in no event less than two), the duration of their tenure, and, as the case may be, the powers and qualifications of the Directors In addition the Members shall designate one of the Directors as "Chairman of the Board of Directors" All powers not expressly reserved by the Act or these Articles to the sole Member or Members (as the case may be) fall within the scope of authority of the Board of Directors For avoidance of any doubts, it is expressly stipulated that all decisions relating to any transfers of the Company's assets, even when these assets represent all of the Company's assets, shall be taken by resolution of the Board of Directors Any person dealing with the Company may rely absolutely upon the act, deed and/or signature of the Directors as being the act of the Company, and no person shall be obliged to inquire into or otherwise ascertain whether the act of the Directors have been duly authorized

8.2 Initial Directors

The initial Directors shall be Benedict Craig, Zoe Whatmore and Benjamin Pallas

8.3 Power of Directors

The Board of Directors shall have the broadest powers to carry out any act of administration, management or disposal concerning the Company, whatever the nature or size of the operation, provided that it falls within the object and purposes of the Company, and is not expressly reserved by the Act or these Articles to the sole Member or to the Members

8.4 Actions of Board of Directors

Decisions of the Board of Directors shall require the approval of at least a majority of the Board of Directors The Company shall be bound by the joint signature of at least two Directors However, the Directors may, subject to applicable law, sign any document, act or paper by counterpart, i.e., each Director may append his or her signature on a different original of the same document.

8.5 Director Liability

No Director shall commit himself or herself, by reason of his or her functions, to any personal obligation in relation to the commitments regularly taken by him or her on behalf of the Company Except as otherwise expressly provided by the Act, the debts,

EXHIBIT A

obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be the debts, obligations and liabilities solely of the Company, and no Director shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Director of the Company. A Director shall only be liable for the performance of his or her duties.

8.6 Resignation & Removal

The sole Member or by a resolution adopted at a meeting of the Members by Members holding at least three quarters of the issued and outstanding Shares, as the case may be, may decide to remove a Director, with or without cause at any time. Additionally, each Director may resign at any time.

8.7 Officers

The Directors may designate one or more individuals as officers of the Company, who shall have such titles and exercise and perform such powers and duties as shall be assigned to them from time to time by the Board of Directors. Any officer of the Company may be removed by the Members or the Directors at any time, with or without cause. Each shall hold office until his or her successor is elected and qualified. Any number of offices may be held by the same individual.

8.8 Delegation & Agency

To the maximum extent permitted by law, the Board of Directors may from time to time delegate its power for specific tasks to one or several employees or agents who need not be Members or Directors of the Company. To the maximum extent permitted by law, the Board of Directors may notably appoint such agent(s) to act as its representative at any member (or similar) meeting of any subsidiary of the Company, to attend any such meeting, and to vote and to take any and all decisions on the agenda of the meeting, on behalf of the Company, and to pass and sign all acts, papers, minutes and generally to do all the necessary with this regard. The Board of Directors will determine the powers, duties and remuneration (if any) of its employees and agent(s), the duration of the period of representation and any other relevant conditions of the employment or agency.

8.9 Certain Breaches of Duty

No person serving as a Director or as an officer of the Company shall, to the fullest extent permitted by law, be liable to the Company or its Members for monetary damages for breach of fiduciary duty as a Director, provided, however, that nothing contained herein shall eliminate or limit the liability of a Director (i) for any breach of Director's duty of loyalty to the Company or its Members, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, and (iii) for any

EXHIBIT A

transaction from which Director derived an improper personal benefit. No amendment to or repeal of this Article 8.9 shall apply to, or have any effect on, the liability or alleged liability of a Director for or with respect to acts or omissions occurring prior to such amendment or repeal.

8.10 Other Business Notwithstanding any duty (including any fiduciary duty) otherwise existing at law or in equity, any Director or officer of the Company may engage in or possess an interest in other business ventures (unconnected with the Company) of every kind and description, independently or with others, and the Company shall not have any rights in or to such independent ventures or the income or profits therefrom by virtue of these Articles.

Article 9 **Meetings of Directors**

9.1 Location

The decisions of the Board of Directors shall be taken by meetings to be held in the United Kingdom, with a majority of the Board of Directors including the Chairman being physically present in the United Kingdom for such meetings. Any other Director may participate in a meeting of the Board of Directors by phone, videoconference, or any other suitable telecommunication means allowing all persons participating in the meeting to hear each other at the same time and such participation in a meeting is deemed equivalent to participation in person at a meeting of the Board of Directors, provided, however, that a majority of Directors are physically present in the United Kingdom, whether attending the meeting in person or by electronic means.

9.2 Frequency and Notice

The Board of Directors shall meet at least one time a year and whenever a meeting is called by any one Director. Any notice of a meeting of the Board of Directors shall specify the time and place of the meeting and the nature of the business to be transacted. Such notice may be given in writing by mail or electronic mail to each Director. The meeting will be duly held without prior notice if all the Directors are present or duly represented. No separate notice is required for meetings held at times and places specified in a schedule previously adopted by a resolution of the Board of Directors.

9.3 Minutes

All deliberations of the Board of Directors shall be recorded in minutes, which must be signed by the Chairman of the Board of Directors in the United Kingdom. In the case of a Board of Directors meeting held by phone, videoconference, or other

EXHIBIT A

communications equipment, the Board minutes duly signed and approved by the Chairman of the Board of Directors present or represented shall have the same effect as minutes of resolutions passed at an in-person meeting of the Board of Directors. In this case, resolutions or decisions taken and formulated in writing in a single document, transmitted by ordinary mail or electronic mail in several separate documents having the same content signed and sent to the Chairman of the Board of Directors shall satisfy the foregoing requirements

Article 10 **Right to Indemnification**

10.1 Indemnification

Subject to the limitations and conditions provided in this Article 10 and in the Act, each person ("Indemnified Person")

(a) who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitrative or investigative ("Proceeding"), or any appeal in such a Proceeding or any inquiry or investigation that could lead to such a Proceeding,

(b) by reason of the fact that he, she or it was or is a Member, Director or an officer, or employee of the Company;

may, to the fullest extent permitted by law, be indemnified by the Company against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable costs and expenses (including, without limitation, reasonable attorneys' fees) actually incurred by such Indemnified Person in connection with such Proceeding if such Indemnified Person acted in good faith and in a manner he, she or it reasonably believed to be in, or not opposed to, the best interests of the Company and, with respect to any criminal action or proceeding, had no reasonable cause to believe his, her or its conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the Indemnified Person did not act in good faith and in a manner which he, she or it reasonably believed to be in or not opposed to the best interests of the Company or, with respect to any criminal action or proceeding, that the Indemnified Person had reasonable cause to believe that his, her or its conduct was unlawful. Indemnification under this Article shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article shall be deemed contract rights, and no amendment, modification or repeal of this Article shall have the effect of limiting or denying any such rights with respect to actions taken or Proceedings arising prior to any such amendment, modification or repeal.

EXHIBIT A

Article 11 **Balance Sheet**

Each year on the last day of the financial year, the accounts shall be closed and the Board of Directors shall (i) prepare a balance sheet and profit and loss statement on such basis as it determines appropriate for such year. The foregoing shall be in accordance with the Act and generally accepted accounting principles for the United Kingdom. Each Member or its attorney-in-fact may review the financial documents at the office of the Company and receive copies thereof following a request therefor.

Article 12 **Accounting Period**

12.1 Accounting Period

The accounting period of the Company shall end on December 31 of each year subject to a resolution of the Board of Directors prescribing any other date from time to time.

Article 13 **Distributions of Profits**

13.1 Net Profit

The balance of the profit and loss account, after deduction of overheads, depreciation and provisions and other costs for each financial year, shall be the net profit for that financial year.

13.2 Profit Determined by Board of Directors

The Board of Directors shall determine which portion (if any) of the remaining profit shall be distributed, such distributions being in accordance with the entitlement reflected and represented by any Shares.

13.3 Distributions

EXHIBIT A

Notwithstanding any provision herein to the contrary, the assets of the Company shall belong to the Company until such time as they are distributed to Members in accordance with these Articles. Distributions of cash or other assets of the Company shall be made at such time and in such amounts as the Board of Directors may in its absolute discretion determine. Any distribution made shall be made to Members pro rata in accordance with their respective holding of Shares and before the profits are distributed, the Board of Directors will declare the distributions by resolution with that resolution to be approved by a resolution of the sole Member or by the Members at a meeting of the Members, as the case may be. For the avoidance of doubt, no Member shall have any interest in the income, profits or gains of the Company as they arise. Notwithstanding any provision to the contrary contained in these Articles, the Company shall not make a distribution to the Members on account of its interest in the Company if such distribution would violate the Act or other applicable law.

Article 14 **Dissolution, Liquidation, Winding Up**

14.1 Dissolution

The Company shall dissolve and its affairs shall be wound up upon the first to occur of the following: (i) upon a decision of the sole Member or holders of a majority of the issued and outstanding Shares (pursuant to a resolution adopted at the general meeting of the Members by a majority in interest by Shares of the Members), as the case may be, (ii) at any time there are no members of the Company unless the Company is continued without dissolution in accordance with the Act, or (iii) the entry of a decree of judicial dissolution of the Company under Section 18-802 of the Act.

14.2 Winding Up

(a) In the event of dissolution, the Company shall conduct only such activities as are necessary to wind up its affairs (including the sale of the assets of the Company in an orderly manner), and the assets of the Company shall be applied in the manner, and in the order of priority, set forth in Section 18-804 of the Act. In the case of dissolution of the Company, for any cause and at any time, the winding up of the Company will be carried out by one or several liquidating trustees (who need not be Members or Directors) appointed by the sole Member or at the general meeting of the Members by a majority in interest by Shares of the Members (as the case may be), who will set the powers and compensation of the liquidating trustee(s).

(b) Upon the dissolution of the Company, the liquidating trustees may, in the name of and for and on behalf of the Company, prosecute and defend suits, whether civil

EXHIBIT A

or criminal or administrative, sell and close the Company's business, dispose of and convey the Company's property, discharge the Company's liabilities and distribute to the Members or their legal successors in interest any remaining assets of the Company, all without affecting the liability of Members. In connection with the winding up of the Company, the assets shall be applied as follows:

(i) first, to creditors, including members and managers who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Company (whether by payment or the making of reasonable provision for payment thereof) other than liabilities for distributions to members and former members,

(ii) then to Members and former Members in satisfaction of liabilities for declared but unpaid distributions, and

(iii) thereafter to Members in proportion to their relative percentage ownership of the issued and outstanding Shares of the Company.

14.3 Nonrecourse to Other Members

Except as provided by applicable law or as expressly provided in these Articles, upon dissolution, each Member shall receive a return of his, her or its Share capital solely from the assets of the Company. If the assets of the Company remaining after the payment or discharge of the debts and liabilities of the Company are insufficient to return any Share capital of any Member, such Member shall have no recourse against any other Member.

14.4 Termination

The Company shall terminate when (i) all of the assets of the Company, after payment of or due provision for all debts, liabilities and obligations of the Company shall have been distributed to the Member in the manner provided for in these Articles and (ii) the Certificate of Formation of the Company shall have been canceled in the manner required by the Act.

Article 15 General Provisions

15.1 Matters Not Provided

All matters not provided for in these Articles shall be determined in accordance with applicable laws.

EXHIBIT A

15.2 Governing Law

These Articles shall be governed by, and construed in accordance with, the laws of the State of Delaware, without regard to the conflicts of laws principles thereof

15.3 Amendments

These Articles may not be amended, modified, or waived (either prospectively or retrospectively) except with the written agreement of the sole Member or with the written agreement of Members holding at least 75% per cent of the issued and outstanding Shares, as the case may be

15.4 Severability

If any provision of these Articles or the application of such provision to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of these Articles and the application of the remainder of these Articles shall not be affected and shall be enforceable to the fullest extent permitted by law

15.5 Binding

Each and all of the covenants, terms, provisions and agreements contained within these Articles shall be binding upon and inure to the benefit of the Members and their respective successors and assigns

15.6 Entire Agreement

These Articles and the Certificate of Formation embody the entire understanding and agreement between the Member and the Company concerning the Company, and supersede any and all prior negotiations, understandings or agreements in regard thereto

15.7 Counterparts

These Articles may be executed in multiple counterpart copies, each of which shall be considered an original and all of which taken together shall constitute one and the same instrument

15.8 Headings

All headings and other titles and captions used in these Articles are for convenience only and shall not be considered in construing or interpreting any provision of these Articles

EXHIBIT A

15 9 Waiver

Whenever any notice is required to be given under the Act, the Certificate of Formation or these Articles, a waiver thereof in writing, signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to notice

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

(Signature page follows)

EXHIBIT A

IN WITNESS WHEREOF, the undersigned, intending to be legally bound hereby,
has duly executed these Articles as of May 10, 2013

MEMBER:

HAC INVESTMENTS LTD

By

Name Donna G Mitchell
Title President

By

Name Caroline M Terry
Title Vice President

Delaware

PAGE 1

The First State

I, JEFFREY W. BULLOCK, SECRETARY OF STATE OF THE STATE OF DELAWARE DO HEREBY CERTIFY THAT THE ATTACHED IS A TRUE AND CORRECT COPY OF THE CERTIFICATE OF CONVERSION OF A DELAWARE CORPORATION UNDER THE NAME OF "DB DELAWARE HOLDINGS (EUROPE) LIMITED" TO A DELAWARE LIMITED LIABILITY COMPANY, CHANGING ITS NAME FROM "DB DELAWARE HOLDINGS (EUROPE) LIMITED" TO "DB DELAWARE HOLDINGS (EUROPE) LLC", FILED IN THIS OFFICE ON THE TWENTY-SECOND DAY OF MAY, A.D. 2013, AT 4:21 O'CLOCK P.M.

2022957 8100V

130636154

You may verify this certificate online
at corp.delaware.gov/authver.shtml




Jeffrey W. Bullock, Secretary of State
AUTHENTICATION: 0454281

DATE. 05-23-13

**CERTIFICATE OF CONVERSION
TO
LIMITED LIABILITY COMPANY
OF
DB DELAWARE HOLDINGS (EUROPE) LIMITED
TO
DB DELAWARE HOLDINGS (EUROPE) LLC**

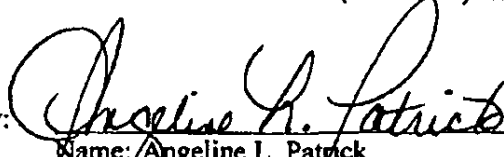
This Certificate of Conversion to Limited Liability Company, dated as of May 22, 2013, has been duly executed and is being filed by DB Delaware Holdings (Europe) Limited, a Delaware corporation (the "Corporation"), to convert the Corporation to DB Delaware Holdings (Europe) LLC, a Delaware limited liability company (the "LLC"), under the Delaware Limited Liability Company Act (6 Del. C. § 18-101, *et seq.*) and the General Corporation Law of the State of Delaware (8 Del. C. § 101, *et seq.*).

1. The Corporation filed its original certificate of incorporation with the Secretary of State of the State of Delaware and was first incorporated on December 8, 1983, in the State of Delaware, and was incorporated in the State of Delaware immediately prior to the filing of this Certificate of Conversion to Limited Liability Company
2. The name and type of entity of the Corporation immediately prior to the filing of this Certificate of Conversion to Limited Liability Company was DB Delaware Holdings (Europe) Limited, a Delaware corporation
3. The name of the LLC into which the Corporation shall be converted as set forth in its certificate of formation is DB Delaware Holdings (Europe) LLC.
4. The conversion of the Corporation to the LLC shall be effective upon the filing of this Certificate of Conversion to Limited Liability Company and a certificate of formation of the LLC with the Secretary of State of the State of Delaware.

IN WITNESS WHEREOF, the undersigned has executed this Certificate of Conversion to Limited Liability Company as of the date first-above written.

DB DELAWARE HOLDINGS (EUROPE) LIMITED

By:


Name: Angeline L. Patrick
Title: Authorized Person