

Kitchen District

(formerly CITRONNELLE S.à r.l.)

Société à responsabilité limitée (Limited liability company)

Registered office: L-2341 Luxembourg, 1 rue du Plébiscite

(formerly: L-1930 Luxembourg, 16a, avenue de la Liberté)

R.C.S. Luxembourg B 103 154

COORDINATED ARTICLES OF ASSOCIATION

on 27 February 2019

- **CONSTITUTION** of 14 September 2004, according to a deed received by Maître Jean **SECKLER**, then notary resident in Junglinster, published in Mémorial C, Recueil des sociétés et associations, number 1209 of 25 November 2004,
- **EXTRAORDINARY GENERAL MEETING** of 27 February 2019, in accordance with a deed received by Maître Danielle **KOLBACH**, Notary resident in Junglinster, published in the Recueil Electronique des Sociétés et Associations, number RESA_2019_057 of 11 March 2019.

I. Name - Duration - Object - Registered office

Article 1. Name.

There exists a limited liability company under the name "**Kitchen District**" (hereinafter the "**Company**"), governed by the laws of the Grand Duchy of Luxembourg, in particular by the law of 10 August 1915 on commercial companies, as amended (hereinafter the "**Law**") and by these Articles of Association (hereinafter the "**Articles**").

Article 2. Registered office.

2.1 The registered office is established in the municipality of Luxembourg (Grand Duchy of Luxembourg). It may be transferred within the boundaries of the municipality of

Luxembourg by decision of the sole manager or, where applicable, by the Company's management board.

2.2 It may be transferred to any other place in the Grand Duchy of Luxembourg by resolution of the sole shareholder or of the general meeting of shareholders deliberating in the same way as for amendments to the Articles of Association.

2.3 In accordance with paragraph 2 of article 710-26 of the Law, the sole manager or the management board is authorised to transfer the registered office to any other location in the Grand Duchy of Luxembourg and to make any subsequent amendments to the Articles of Association.

2.4 Branches, subsidiaries or offices may be established both in the Grand Duchy of Luxembourg and abroad by a resolution of the Company's sole manager or, as the case may be, of the management board.

2.5 When the sole manager or the management board of the Company considers that extraordinary events of a political, economic or social nature have occurred or are imminent, which are likely to compromise the normal activity of the Company at its registered office, or easy communication with this office or from this office with other countries, the registered office may be temporarily transferred abroad until these abnormal circumstances cease; however, these provisional measures will have no effect on the nationality of the Company which, notwithstanding the provisional transfer of its registered office, will remain a Luxembourg company. These provisional measures will be taken and brought to the attention of third parties by the management of the Company.

Article 3. Corporate purpose.

The Company's main objects are

- the sale or rental of food production space in a shared professional kitchen structure, in the form of a subscription or package, and in particular coworking spaces;
- trading and marketing services for the development of food companies and "*food strat up*", offices, storage, administrative and financial services, provision of human and material resources;
- producing and organising events;
- developing and organising gastronomic courses and workshops, professional training in the catering sector and/or management in the catering sector;
- the sale and resale of goods and food products, as well as transport weighing less than 3.5 tonnes;

- the creation and operation of restaurants, sales counters, food services and alcoholic and non-alcoholic beverages.

The Company's object is also to acquire holdings in any form whatsoever in Luxembourg or foreign companies, in particular the acquisition by purchase, subscription or in any other way, as well as the disposal by sale, exchange or in any other way, of transferable securities of any kind, and to manage or develop the portfolio that it will own.

The Company may also acquire, transfer, grant and develop, in any form whatsoever, patents, licences, trademarks, designs and models, copyrights to software, domain names and all other intellectual property rights.

The Company may lend or borrow, with or without a guarantee, or act as guarantor for other legal entities and individuals in its group; it may participate in the creation and development of any companies and provide them with any assistance. The Company's objects also include the acquisition, administration, management and sale of property and all property rights, the acquisition or letting of movable and immovable property, and the management of property or property assets exclusively on its own behalf.

In the course of its business, the Company may grant mortgages, borrow with or without security or act as guarantor for other legal entities and individuals, subject to the relevant legal provisions.

In general, the Company may take all supervisory, control and documentation measures and carry out all commercial, financial, securities and property transactions directly or indirectly related to its objects or likely to facilitate the achievement thereof.

Article 4. Duration.

4.1 The Company is incorporated for an unlimited period.

4.2 The Company will not be dissolved as a result of the death, prohibition, incapacity, insolvency, bankruptcy or any other similar event affecting one or more partners.

II. Capital - Shares

Article 5. Capital.

5.1 The Company's issued capital is set at **twelve thousand five hundred euros (EUR 12,500)**, represented by **one hundred (100)** fully paid-up shares with a par value of **one hundred and twenty-five euros (EUR 125)** each.

5.2 The Company's share capital may be increased or reduced on one or more occasions by a resolution of the sole shareholder or, if applicable, of the General Meeting of shareholders, deliberating as for amendments to the Articles of Association.

5.3 The Company may redeem its own shares, subject to the relevant provisions of the Law.

5.4 The sole manager or, where applicable, the management board is authorised to cancel the shares held in treasury and to reduce the share capital accordingly.

Article 6. Company shares.

6.1 Each share entitles the holder to a fraction of the Company's assets and profits in direct proportion to the number of existing shares.

6.2 As far as the Company is concerned, the Company's shares are indivisible, so that only one owner per share is permitted. The undivided co-owners must appoint a single person to represent them in their dealings with the Company.

6.3 Company shares are freely transferable between members and, in the case of a sole member, to third parties.

If the Company has more than one shareholder, the transfer of shares to non-shareholders is only possible with the approval of a general meeting of shareholders representing at least three quarters of the Company's share capital.

The transfer of shares to third parties following the death of a shareholder must be approved by the surviving shareholders holding at least three quarters of the shares held by the surviving shareholders. However, this approval is not required if the shares are transferred to the parents, descendants, surviving spouse or any other legal heir of the deceased shareholder.

The transfer of shares may only be relied on against the Company or third parties once it has been notified to the Company or accepted by it in accordance with the provisions of Article 1690 of the Civil Code.

For all other matters, reference is made to the provisions of sections 710-12 and 710-13 of the Law.

6.4 A register of shareholders will be kept at the Company's registered office in accordance with the provisions of the Law, where it may be consulted by any shareholder.

III. Management - Representation

Article 7. Management Board.

7.1 The Company is managed by one or more managers, appointed by resolution of the sole shareholder or the general meeting of shareholders, who will determine the term of office of their appointment.

If several managers are appointed, they will constitute a management board. The manager(s) is (are) not necessarily a shareholder(s).

7.2 Managers may be dismissed at any time *ad nutum* (without cause).

7.3 The sole shareholder or, where applicable, the general meeting of shareholders, may decide to divide the members of the management board into two categories, called "Category A Managers" and "Category B Managers" respectively.

Article 8. Powers of the Management Board.

8.1 All powers not expressly reserved to the general meeting of shareholders by the Law or these articles of association shall be vested in the manager or, if the Company is managed by more than one manager, in the management board, which shall have full powers to carry out and approve all acts and transactions consistent with the Company's corporate purpose.

8.2 The management board may appoint a delegate for day-to-day management, who may or may not be a shareholder or a member of the management board, and who shall have full powers to act on behalf of the Company in all matters relating to the day-to-day management and business of the Company.

8.3 Special and limited powers for specific tasks may be delegated to one or more agents, whether shareholders or not, by any manager of the Company.

8.4 If the shareholders have appointed one or more Category A Managers and one or more Category B Managers, special and limited powers for specific tasks may only be delegated to one or more persons, whether or not they are shareholders, by any Category A Manager acting jointly with any Category B Manager.

Article 9. Procedure.

9.1 The board of managers will meet as often as the Company's interests require or when convened by one of the managers at the place indicated in the convening notice.

9.2 All managers will be given written notice of any meeting of the management board at least 24 (twenty-four) hours before the date set for the meeting, except in the event of an emergency, in which case the nature of (and reasons for) the emergency will be stated briefly in the notice convening the management board meeting.

9.3 The notice period may be waived with the agreement of each member of the Company's management board given in writing either in the original or by telegram, telex, telefax or e-mail, or if all the members of the Company's management board are present or represented at the meeting and declare that they have been duly informed of the meeting and its agenda.

9.4 Any managers may be represented at meetings of the management board by appointing in writing another manager as his proxy.

9.5 The management board may only validly deliberate and act if the majority of the managers are present or represented and, if Category A Managers and Category B Managers have been appointed, if at least one Category A Manager and one Category B Manager are present or represented. The decisions of the management board are validly taken by a majority of the votes of the managers present or represented and, if Category A managers and Category B managers have been appointed, these resolutions have been approved by at least one Category A manager and one Category B manager.

9.6 The minutes of meetings of the management board shall be signed by all the managers present or represented at the meeting.

9.7 Any manager may participate in a meeting of the management board by telephone or video conference or by any other similar means of communication, the effect of which is that all persons participating in the meeting can hear and speak to each other. Participation in the meeting by any of these means is equivalent to participation in person at the meeting.

9.8 In the event of an emergency, circular resolutions signed by all the managers will be deemed to have been validly adopted as if a duly convened meeting of the management board had been held. The signatures of the managers may be affixed to a single document or to several copies of an identical resolution, sent by letter or fax.

Article 10. Representation.

10.1 The Company shall be bound vis-à-vis third parties by the sole signature of its sole manager and by the joint signature of two managers, if there is more than one manager.

10.2 If the general meeting of shareholders decides to create two categories of manager (category A and category B), the Company will be bound by the joint signature of a Category A Manager and a Category B Manager.

10.3 The Company shall also be bound by the joint or sole signature of any person to whom such signing powers have been validly delegated in accordance with articles 8.2, 8.3 and 8.4 of the articles of association.

Article 11. Managers' responsibilities.

By virtue of their office, the managers incur no personal obligation in respect of any commitment validly entered into by them on behalf of the Company,

to the extent that such a commitment is in compliance with the articles of association and the provisions of the Law.

IV. General Meeting of Shareholders

Article 12. Powers and voting rights.

12.1 The sole shareholder exercises all the powers granted by law to the general meeting of shareholders.

12.2 Each shareholder has voting rights in proportion to the number of shares held.

12.3 Any shareholder may be represented at general meetings of the Company's shareholders by appointing in writing, either by letter, telegram, telex, telefax or e-mail, another person or entity as proxy.

Article 13. Form - Quorum - Majority.

13.1 Where the number of shareholders does not exceed sixty (60), shareholders' resolutions may be passed by circular resolution, the text of which shall be sent to each shareholder in writing, either in the original or by telegram, telex, telefax or e-mail. Shareholders will express their vote by signing the circular resolution. The signatures of the shareholders will appear on a single document or on several copies of an identical resolution sent by letter or fax.

13.2 Collective decisions are valid only if they are adopted by shareholders holding more than half of the share capital.

13.3 However, resolutions to amend the Company's articles of association must be passed by shareholders representing at least three quarters (3/4) of the share capital, and resolutions to wind up and liquidate the Company must be passed with the consent of half of the shareholders holding three quarters (3/4) of the share capital.

13.4 A change in the nationality of the Company may be adopted by the general meeting of shareholders in the manner required for an amendment to the articles of association.

V. Annual accounts - Appropriation of profits

Article 14. Financial year.

14.1 The financial year begins on the first of January each year and ends on the thirty-first of December of the same year.

14.2 Each year, at the end of the Company's financial year, the sole manager or, where applicable, the managing board, must prepare the Company's balance sheet and profit and loss accounts, as well as an inventory including an indication of the Company's assets and liabilities, with an appendix summarising all of the Company's commitments and the

debts of the managers, statutory auditor(s) (if any) and shareholders to the Company.

14.3 Any shareholder may inspect the inventory and balance sheet at the Company's registered office.

Article 15. Appropriation of profits.

15.1 The gross profits of the Company shown in the annual accounts, after deduction of overheads, depreciation and amortisation, constitute the net profit. Five per cent (5%) of the Company's annual net profit will be appropriated to the legal reserve until such reserve reaches ten per cent (10%) of the Company's share capital.

15.2 The general meeting of shareholders will decide at its discretion on the allocation of the remaining balance of the annual net profit. In particular, it may allocate this profit to the payment of a dividend, allocate it to reserves or carry it forward.

15.3 Notwithstanding the foregoing provisions, the sole manager or, where applicable, the managing board may decide to pay interim dividends to the shareholders before the end of the financial year on the basis of a statement of accounts showing that sufficient funds are available for distribution, provided that (i) the amount to be distributed may not exceed, if applicable, the profits made since the end of the last financial year, increased by profits brought forward and distributable reserves, but reduced by losses brought forward and sums allocated to the reserve established in accordance with the Law or these articles of association, (ii) the decision of the managers to distribute an interim dividend may not be taken more than two months after the date on which the statement of accounts was closed and (iii) interim dividends distributed in excess of the amount of the dividend subsequently approved by the shareholders shall be considered as an interim dividend on the next dividend.

VI. Dissolution - Liquidation

Article 16. Dissolution - Liquidation.

16.1 If the Company is dissolved, liquidation will be carried out by one or more liquidators, who may or may not be shareholders, appointed by a resolution of the sole shareholder or the general meeting of shareholders, which will determine their powers and remuneration. Unless otherwise stipulated in the resolution of the manager(s) or by law, the liquidators will have the broadest powers to realise the Company's assets and pay its debts.

16.2 The liquidation surplus resulting from the realisation of the assets and after payment of the Company's debts will be allocated to the sole shareholder or, in the event of more

than one shareholder, to the shareholders in proportion to the number of shares they hold in the Company.

VII. General provisions

Article 17. General provision.

All matters not governed by these articles of association shall be governed by law.

COORDINATED ARTICLES OF ASSOCIATION

AS AT 27 FEBRUARY 2019

Signed in Junglinster, 12 March 2019

10/12/2024



M. Weitzel