



HLD EUROPE

(incorporated as a corporate partnership limited by shares under the laws of the Grand-Duchy of Luxembourg)

Up to €40 Million Unsecured Bonds Issue 2016/2021 – 5,65%/year (the Bonds)

Issue price: 100 per cent.

HLD EUROPE (the **Issuer**) has decided to issue up to €40 Million 5,65 per cent Bonds due 2021 (the **Bonds**) (which shall constitute a maximal amount to be issued) on 31st March 2016 (the **Issue Date**) pursuant to a resolution of the General Partner of the Issuer adopted on 10th March 2016. The Bonds have been issued in bearer form in a denomination of €100,000.- each.

Interest on the Bonds will be payable annually on 31st March of each year commencing on 31st March 2017 as described under "*Terms and Conditions of the Bonds - Interest*".

The Bonds mature on 31st March 2021. The Issuer may, at its option, redeem all or some of the Bonds on or after the fourth anniversary of the Issue Date as further described under "*Terms and Conditions of the Bonds - Redemption and Purchase – Early Redemption*". Upon a Change of Control Event or a Breach of Covenants, the holder of a Bond may, at his option, require the redemption of such Bond as further described under "*Terms and Conditions of the Bonds - Redemption and Purchase – Early Redemption*".

Application has been made to the Luxembourg Stock Exchange in its capacity as market operator of Euro MTF for the Bonds to be admitted to the Official List of the Luxembourg Stock Exchange and for admission to trading on the Luxembourg Stock Exchange's Euro MTF market (**Euro MTF**). Euro MTF is not a regulated market for the purposes of Directive 2004/39/EC (the **Markets in Financial Instruments Directive**).

The Bonds have been issued on the terms set out herein under the present prospectus as amended or supplemented by additional terms contained in a separate supplement. As a consequence, the prospectus must be read and construed together with any amendments or supplements (if any) hereto and with any information incorporated by reference herein.

The Bonds are in bearer form, in the denomination of EUR 100,000 (the **Specified Denomination**). The Bonds may be held and transferred, and will be offered and sold, in the Specified Denomination. The Bonds will initially be in the form of a temporary global bond (the **Temporary Global Bond**), without interest coupons, which will be deposited on the Issue Date with a common depository for Euroclear Bank S.A./N.V. (**Euroclear**) whose registered address is 1, Boulevard du Roi Albert II, 1210, Brussels, Belgium and Clearstream Banking, *société anonyme* (**Clearstream, Luxembourg** and, together with Euroclear, the **ICSDs**) whose registered address is 42, Avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg. The Temporary Global Bond will be exchangeable, in whole or in part, for interests in a permanent global Bond (the **Permanent Global Bond**), without interest coupons, not earlier than 40 days after the Issue Date upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Bonds cannot be collected without such certification of non-U.S. beneficial ownership. The Permanent Global Bond will not be exchangeable for Bonds in definitive form.

An investment in Bonds involves certain risks. Prospective investors should have regard to the factors described under the heading "*Risk Factors*" on page 45.

This Prospectus relating to the Bonds does not constitute a prospectus within the meaning of Article 5.3 of Directive 2003/71/EC of the European Parliament and of the Council of November 4, 2003 (as amended, inter alia, by Directive 2010/73/EU) (the **Prospectus Directive**) and has not been and will not be approved by any regulatory authority. This document constitutes a prospectus for purposes of Article 61 of the amended Luxembourg law on prospectus securities dated July 10, 2005 as amended (the **Prospectus Act 2005**).

The Bonds are being offered by the Issuer only, subject to its acceptance and right to reject orders in whole or in part.

The date of this Prospectus is 29 March 2016

The Issuer accepts responsibility for the information contained in this Prospectus. To the best of the knowledge and belief of the Issuer (having taken all reasonable care to ensure that such is the case), the information contained in this Prospectus is in accordance with the facts and does not omit anything likely to affect the import of such information.

This Prospectus is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see "*Documents Incorporated by Reference*"). This Prospectus should be read and construed on the basis that such documents are incorporated and form part of the Prospectus. This Prospectus may be used only for the purposes for which it is published.

No person is or has been authorised by the Issuer to give any information or to make any representation not contained in or not consistent with this Prospectus or any other information supplied in connection with the offering of the Bonds and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer.

Neither this Prospectus nor any other information supplied in connection with the offering of the Bonds (a) is intended to provide the basis of any credit or other evaluation or (b) should be considered as a recommendation by the Issuer that any recipient of this Prospectus or any other information supplied in connection with the offering of the Bonds should purchase any Bonds. Each investor contemplating purchasing any Bonds should make its own independent investigation of the financial condition and affairs, and its own appraisal of the creditworthiness, of the Issuer. Neither this Prospectus nor any other information supplied in connection with the offering of the Bonds constitutes an offer or invitation by or on behalf of the Issuer to any person to subscribe for or to purchase any Bonds.

Neither the delivery of this Prospectus nor the offering, sale or delivery of the Bonds shall in any circumstances imply that the information contained herein concerning the Issuer is correct at any time subsequent to the date hereof or that any other information supplied in connection with the offering of the Bonds is correct as of any time subsequent to the date indicated in the document containing the same.

The Bonds have not been and will not be registered under the United States Securities Act of 1933, as amended, (the **Securities Act**) and are not subject to U.S. tax law requirements. The Bonds may not be offered, sold or delivered within the United States or to U.S. persons.

This Prospectus does not constitute an offer to sell or the solicitation of an offer to buy the Bonds in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Prospectus and the offer or sale of Bonds may be restricted by law in certain jurisdictions. The Issuer does not represent that this Prospectus may be lawfully distributed, or that the Bonds may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. Accordingly, no Bonds may be offered or sold, directly or indirectly, and neither this Prospectus nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Prospectus or any Bonds may come must inform themselves about, and observe, any such restrictions on the distribution of this Prospectus and the offering and sale of Bonds.

All references in this document to **EURO, EUR, €**, refer to the currency of the monetary union regrouping 19 of 28 European member states.

NOTICE TO INVESTORS

The distribution of this Prospectus and the offering and sale of the Bonds in certain jurisdictions is restricted by law.

The Issuer requires persons into whose possession this Prospectus comes to inform themselves about and to observe any such restrictions. This Prospectus does not constitute an offer of, or an invitation to purchase, any of the Bonds in any jurisdiction in which such offer or sale would be unlawful. No one has taken any action that would permit a public offering to occur in any jurisdiction.

No person has been authorized in connection with the offering of the Bonds to give any information or make any representation regarding the Issuer or the Bonds other than as contained in this Prospectus. Any such representation or information must not be relied upon as having been authorized by the Issuer. The delivery of this Prospectus at any time does not imply that there has been no change in the Issuer's affairs or that the information contained in it is correct as at any time subsequent to its date. This Prospectus may only be used for the purpose for which it has been published.

The Issuer has prepared this Prospectus and assumes responsibility for the information contained in and incorporated by reference into this Prospectus and hereby declares that to the best of its knowledge (having taken all reasonable care to ensure that such is the case) the information contained in and incorporated by reference into this Prospectus is in accordance with the facts and contains no omissions likely to affect the import of such information.

Each prospective investor should consult its own advisors as needed to make its investment decision and to determine whether it is legally permitted to purchase the securities under applicable legal investment or similar laws or regulations.

No representation or warranty, express or implied, is made by the Arranger(s) as to the accuracy or completeness of the information contained or incorporated by reference into this Prospectus or any other information provided by the Issuer in connection with the Bonds or for any statement consistent with this Prospectus made, or purported to be made, by the Arranger(s) or on their behalf in connection with the Bonds. The Arranger(s) assume(s) no responsibility for the accuracy or completeness of the information contained or incorporated by reference into this Prospectus and accordingly disclaims all and any liability that it might otherwise have (whether in tort, contract or otherwise) in respect of the accuracy or completeness of any such information or statements. By receiving this Prospectus, you acknowledge that you have not relied on the Arranger in connection with your investigation of the accuracy of this information or your decision as to whether or not to invest in the Bonds.

Prospective investors contemplating making an investment in the Bonds must make their own independent investigation and analysis of the Issuer, its financial condition and creditworthiness as well as the terms of the offering, with particular reference to its own investment objectives and experience, and any other factors which may be relevant to it in connection with such investment. In particular, each potential investor should:

- (a) have sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits and risks of investing in the Bonds and the information contained in this Prospectus or any applicable supplement;
- (b) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Bonds and the impact such investment will have on its overall investment portfolio;
- (c) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds, including where the currency for principal and interest payments is different from the potential investor's currency;
- (d) understand thoroughly the Terms and Conditions of the Bonds and be familiar with the behavior of the financial markets in which they participate; and
- (e) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Legal investment considerations may restrict certain investments. The investment activities of certain investors are subject to legal investment laws and regulations, or to review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) the Bonds are legal investments for it, (2) the Bonds can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of any Bonds. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Bonds under any applicable risk-based capital or similar rules.

NOTICE TO CERTAIN EUROPEAN INVESTORS

This Prospectus has been prepared on the basis that all offers of Bonds will be made pursuant to an exemption under the Prospectus Directive, as implemented in the Member States of the European Economic Area, or EEA, from the requirement to produce a prospectus for offers of securities. Accordingly, any person making or intending to make any offer within the EEA of any Bonds should only do so in circumstances under which no obligation arises for the Issuer or the Arranger(s) to produce a prospectus for that offer.

Neither the Issuer nor the Arranger(s) have authorized or will authorize the making of any offer of the Bonds through any financial intermediary, other than offers made by the Arranger(s) which constitute the final placement of the Bonds contemplated in this Prospectus.

In relation to each member state of the European Economic Area that has implemented the Prospectus Directive (each, a Relevant Member State) no Bonds have been offered or will be offered pursuant to an offering of securities to the public in that Relevant Member State prior to the publication of a prospectus in relation to the Bonds which has been approved by the competent authority in that Relevant Member State or, where appropriate, approved in another Relevant Member State and notified to the competent authority in that Relevant Member State, all in accordance with the Prospectus Directive, except that offers of Bonds may be made to the public in that Relevant Member State at any time under the following exemptions under the Prospectus Directive, if they are implemented in that Relevant Member State:

- (a) to any legal entity which is a qualified investor as defined under the Prospectus Directive;
- (b) to fewer than 150 natural or legal persons (other than qualified investors as defined in the Prospectus Directive) per Relevant Member State; or
- (c) in any other circumstances which do not require us to publish a prospectus pursuant to Article 3 of the Prospectus Directive.

No offer of Bonds results in a requirement for the publication of a prospectus under Article 3 of the Prospectus Directive or a supplemental prospectus under Article 16 of the Prospectus Directive or any measure implementing the Prospectus Directive in a Relevant Member State and each person who initially acquires any Bonds or to whom any offer is made under the offering will be deemed to have represented, warranted, acknowledged and agreed with the Issuer and the Arranger(s) that it is a “qualified investor” within the meaning of Article 2(1)(e) of the Prospectus Directive.

For the purpose of the expression an “offer of any securities to the public” in relation to any ordinary shares in any Relevant Member State means a communication to persons in any form and by any means presenting sufficient information on the terms of the offer and the securities to be offered, so as to enable an investor to decide to acquire any securities as the communication may be varied for that Relevant Member State by any measure implementing the Prospectus Directive in that Relevant Member State.

A person who is not a qualified investor and who has notified the Manager of that fact in writing may, with the prior written consent of the Manager, be permitted to acquire Bonds in the offering.

ANY OFFER OF SALE OF THE BONDS IN ANY MEMBER STATE OF THE EUROPEAN ECONOMIC AREA WHICH HAS IMPLEMENTED THE PROSPECTUS DIRECTIVE MUST BE FOR A MINIMUM PURCHASE PRICE OR MINIMUM CONSIDERATION OF AT LEAST EUR 100,000 OR ADDRESSED TO QUALIFIED INVESTORS (AS DEFINED IN THE PROSPECTUS DIRECTIVE).

France

This Prospectus has not been prepared in the context of a public offering in France within the meaning of Article L.41 1-1 of the French *Code Monétaire et Financier* and therefore has not been approved by, registered or filed with the French Financial Market Authority (*Autorité des Marchés Financiers* or **AMF**). Consequently, the Bonds are not being offered, directly or indirectly, to the public in France and this Prospectus has not been and will not be released, issued or distributed or caused to be released, issued or distributed to the public in France or used in connection with any offer for subscription or sale of the Bonds to the public in France.

The Bonds may only be offered or sold in the Republic of France to qualified investors (*investisseurs qualifiés*) or to providers of investment services relating to portfolio management for the account of third parties (*personnes fournissant le service d'investissement de gestion de portefeuille pour compte de tiers*), to the exclusion of any individuals (*cercle restreint d'investisseurs*) all as defined in and in accordance with articles L.41 1-2 and D. 411-1 to D. 411-4 of the French *Code Monétaire et Financier*.

Prospective investors are informed that:

- (i) this Prospectus has not been submitted for clearance to the AMF;
- (ii) in compliance with articles D. 411-1 to D. 411-4 of the French *Code Monétaire et Financier*, any investors subscribing for the Bonds should be acting for their own account; and
- (iii) the direct and indirect distribution or sale to the public of the Bonds acquired by them may only be made in compliance with articles L.411-1, L.411-2, L.412-1 and L.621-8 to L.621-8-3 of the French *Code Monétaire et Financier*.

Germany

The Bonds may not be offered and sold to the public, except in accordance with the German Securities Prospectus Act (*Wertpapierprospektgesetz*) or any other laws applicable in Germany governing the issue, offering and sale of securities. This Prospectus has not been and will not be submitted to, nor has it been nor will it be approved by, the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*). The Issuer has not obtained, and does not intend to obtain, a notification from the German Federal Financial Supervisory Authority or from another competent authority of a member state of the European Economic Area, with which a securities prospectus may have been filed, pursuant to Section 17(3) of the German Securities Prospectus Act. The Bonds must not be distributed within Germany by way of a public offer, public advertisement or in any similar manner, and this Prospectus and any other document relating to the Bonds, as well as information contained therein, may not be supplied to the public in Germany or used in connection with any offer for subscription of Bonds to the public in Germany. Consequently, in Germany, the Bonds will only be available to, and this Prospectus and any other offering material in relation to the Bonds are directed only at, persons who are “qualified investors” (*qualifizierte Anleger*) within the meaning of Section 2 No. 6 of the German Securities Prospectus Act. This Prospectus and other offering materials relating to the offer of Bonds are strictly confidential and may not be distributed to any person or entity other than the recipients hereof.

Luxembourg

This Prospectus has not been prepared in connection with a public offering or sale in the Grand Duchy of Luxembourg and has therefore not been approved by and will not be submitted for approval to the *Commission de Surveillance du Secteur Financier*. Accordingly, the Prospectus may not be made available to the public in the Grand Duchy of Luxembourg, directly or indirectly, and neither this Prospectus nor any other circular, prospectus, form of application, advertisement or other material may be distributed or otherwise made available in or from, or published in, the Grand Duchy of Luxembourg except in circumstances which do not constitute an offer of securities to the public within the meaning of the Prospectus Act 2005.

The offering consists of a “Private Placement”, and accordingly, the Bonds may be offered only (i) to persons who are qualified investors within the meaning of Part I, Article 5 paragraph 2 a) of the Prospectus Act 2005 or (ii) under any other circumstances that do not require the publication of a prospectus pursuant to Part I, Article

5 paragraph 2 of the Prospectus Act 2005.

Switzerland

The Bonds are being offered in Switzerland on the basis of a private placement only. This Prospectus does not constitute a prospectus within the meaning of Art. 652A of the Swiss Federal Code of Obligations.

The Netherlands

The Bonds may not be offered, sold or delivered in the Netherlands to anyone other than persons who qualify as Qualified Investors (*gekwalificeerde beleggers*) as defined in the Dutch Financial Supervision Act (*Wet op het financieel toezicht*).

United Kingdom

The issue and distribution of this Prospectus is restricted by law. This Prospectus is not being distributed by, nor has it been approved for the purposes of section 21 of the Financial Services and Markets Act 2000 by a person authorized under the Financial Services and Markets Act 2000. This Prospectus is for distribution only to persons who (i) have professional experience in matters relating to investments (being investment professionals falling within Article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion) Order 2005 (as amended, the **Financial Promotion Order**)), (ii) are persons falling within Article 49(2)(a) to (d) (“high net worth companies, unincorporated associations, etc.”) of the Financial Promotion Order, (iii) are outside the United Kingdom or (iv) are persons to whom an invitation or inducement to engage in investment activity (within the meaning of section 21 of the Financial Services and Markets Act 2000) in connection with the issue or sale of any bonds may otherwise lawfully be communicated or caused to be communicated (all such persons together being referred to as “relevant persons”). This Prospectus is directed only at relevant persons and must not be acted on or relied on by persons who are not relevant persons. Any investment or investment activity to which this Prospectus relates is available only to relevant persons and will be engaged in only with relevant persons. No part of this Prospectus should be published, reproduced, distributed or otherwise made available in whole or in part to any other person without the prior written consent of the Issuer.

United States

The Bonds have not been, and will not be, registered under the U.S. Securities Act and are subject to U.S. tax law requirements. The Bonds may not be offered, sold or delivered within the U.S. or to, or for the account or benefit of, U.S. Persons (as defined in Regulation S under the Securities Act), except pursuant to an exemption from, or in a transaction not subject to, the registration requirements under the Securities Act. The Bonds are not being offered in the U.S.

FORWARD-LOOKING STATEMENTS

This Prospectus contains certain forward-looking statements. Forward-looking statements are all statements which refer to future facts, events or other circumstances and do not refer to historical facts or events. They are indicated by wording such as “believes”, “estimates”, “assumes”, “expects”, “anticipates”, “foresees”, “intends”, “hopes”, “could” or similar expressions. Forward-looking statements are based on current estimates and assumptions by the Issuer to the best of its knowledge. Such forward-looking statements are subjected to risks and uncertainties, and as a result the Issuer’s actual financial condition and results of operations may differ materially from (in particular, be more negative than) those conditions expressly or implicitly assumed or described in such forward-looking statements. Neither the Issuer nor the Arranger(s) assume any obligation to update such forward-looking statements or to adapt them to future events or developments unless required by law.

CONTENTS

	Page
GENERAL DESCRIPTION OF THE OFFERING	9
DOCUMENTS INCORPORATED BY REFERENCE.....	11
TERMS AND CONDITIONS OF THE BONDS	12
SUMMARY OF PROVISIONS RELATING TO THE BONDS WHILE REPRESENTED BY THE PERMANENT GLOBAL BOND.....	24
USE OF PROCEEDS	26
TAXATION	42
SUBSCRIPTION AND SALE.....	44
RISK FACTORS	45
GENERAL INFORMATION.....	58

GENERAL DESCRIPTION OF THE OFFERING

Issuer:	HLD Europe.
Paying Agent:	Edmond de Rothschild (Europe).
The Issue:	EUR 40,000,000.- (which shall constitute a maximum amount to be issued) Bonds due 2021 . Denomination: EUR 100,000.-
Issue Price:	100% of the principal amount of the Bonds.
Issue Date:	31st March 2016.
Maturity Date:	31st March 2021.
Interest Rate:	The Bonds will bear interest equal to 5,65% per annum from and including the Issue Date to the Maturity Date (as further described in Condition 4 - <i>Interest</i>).
Interest Payment Dates:	Interest will be payable annually in arrears on the Interest Payment Dates falling on 31st March in each year , commencing on 31st March 2017 (as further described in Condition 4 - <i>Interest</i>).
Withholding Taxes:	All payments in respect of the Bonds will be made without deduction for or on account of withholding taxes imposed within the Grand-Duchy of Luxembourg unless such withholding or deduction is required by law. In the event that any such deduction is made, the Issuer will not be required to pay additional amounts to cover the amounts so deducted (Condition 7 - <i>Taxation</i>).
Ranking:	The Bonds constitute unsubordinated, direct, unconditional and (subject to the Negative Pledge) unsecured obligations of the Issuer which will at all times rank <i>pari passu</i> among themselves and unsubordinated all other outstanding present and future unsecured and unsubordinated obligations of the Issuer.
Negative Pledge:	The terms of the Bonds contain a negative pledge provision as further described in Condition 9.
Redemption:	The terms of the Bonds contain redemption provisions as further described in Condition 4 (<i>Redemption and Purchase</i>) including (i) Make-whole Redemption Call, (ii) Change of Control of the Issuer and (iii) Breach of Covenants provisions.
Use of Proceeds:	The net proceeds of the issue of the Bonds will be used by the Issuer for general corporate purposes and subsequent investments in a diversified portfolio of unlisted companies mainly domiciled in Europe (as further described in the section <i>Use of Proceeds</i>).

Form of the Bonds:	The Bonds are in bearer form (as described in Condition 2 - <i>Form and denomination, title and exchange</i>).
Listing and Clearing:	Application has been made for the Bonds to be admitted to the official list of the Luxembourg Stock Exchange and to be admitted to trading on the Euro MTF Market of the Luxembourg Stock Exchange. The Bonds have been accepted for clearance through Euroclear and/or Clearstream, Luxembourg with the following ISIN and Common Code: ISIN: XS1382387170 Common Code: 138238717
Governing Law:	The Bonds are governed by, and shall be construed in accordance with, Luxembourg law.
Selling Restrictions:	The offering and sale of the Bonds is subject to applicable laws and regulations including without limitation those of the Grand-Duchy of Luxembourg. See " <i>Subscription and Sale</i> ".
Ratings:	The Issuer and the Bonds are unrated.
Risk Factors:	Prospective investors should have regard to the factors described under the section headed " <i>Risk Factors</i> " beginning on page 45.

DOCUMENTS INCORPORATED BY REFERENCE

The following documents which have previously been published shall be incorporated in, and form part of, this Prospectus:

- (a) articles of association of the Issuer;
- (b) the consolidated financial statements of the Issuer as of 31st December 2015 (in IFRS standard);
- (c) the management report of the Issuer as of 31st December 2015.

Copies of the documents incorporated by reference are available free of charge at the specified office of the Paying Agent in Luxembourg and at the registered office of the Issuer.

TERMS AND CONDITIONS OF THE BONDS

HLD EUROPE has decided to issue up to €40,000,000.- 5,65 per cent unsecured bonds due 2021 (which shall constitute a maximum amount to be issued) (the **Bonds**, which expression includes any further bonds issued pursuant to Condition 14 (*Further Issues*) and forming a single series therewith) pursuant to a resolution of the General Partner of the Issuer adopted on 10th March 2016. The final issuance amount is determined on the date of the Prospectus and the Issuer may decide to Issue additional Bonds within the maximal amount as determined in the Prospectus and in accordance with the terms and conditions (the **Conditions**).

The Issuer has appointed Edmond de Rothschild as paying agent (the **Paying Agent**, which expression shall include any successor paying agent or paying agents appointed from time to time in connection with the Bonds) pursuant to a paying agency agreement dated on or around 31 March 2016 (as amended or supplemented from time to time, the **Paying Agency Agreement**).

Copies of the Paying Agency Agreement and these **Conditions** are available for inspection during normal business hours at the office of the Paying Agent at 20, Boulevard Emmanuel Servais, L-2535 Luxembourg, Grand-Duchy of Luxembourg. The holders of the Bonds (the **Bondholders**) are deemed to have notice of all of the provisions of the Paying Agency Agreement and these Conditions which are applicable to them. The statements in these Conditions include summaries of, and are subject to, the detailed provisions of the Paying Agency Agreement.

1. DEFINITIONS

In these Conditions:

“**Breach of Covenants**” means non-compliance by the Issuer with any of the covenants referred to under Condition 3 (save for the First Financial Covenant).

“**Business Day**” means a day, other than a Saturday or Sunday, on which banks are open for business in Luxembourg.

“**Company Law**” means the law dated 10 August 1915 on commercial companies, as amended.

“**Clearing Systems**” means Clearstream Banking, *société anonyme* and/or Euroclear Bank S.A./N.V.

“**Change of Control Event**” means, on or after the Issue Date, any person or persons acting in concert or any third person or persons acting on behalf of such person(s) at any time acquiring directly or indirectly (a) more than 50 per cent of the shares in the capital of HLD Associés Europe (the **General Partner**) or (b) such number of shares of the General Partner carrying more than 50 per cent of the voting rights normally exercisable at general meetings of the Issuer.

“**EUR**” or “**€**” means EURO, being the lawful currency of the European Monetary Union.

“**Further Bonds**” means any further unsecured bonds which may be created or issued by the Issuer pursuant to Condition 14 (*Further Issues*).

“**Investors**” means the acquirer, holder or transferee of the Bonds.

“**Historical Subsidiary**” means HLD S.C.A., a corporate partnership limited by shares incorporated under French law, with registration number R.C.S. Paris 522 674 332.

“**Issue Date**” means 31st March 2016.

“**Maturity Date**” means 31st March 2021.

“**Optional Redemption Date**” means the seventh calendar day following the expiration of the Put Period.

“**Official List**” means the Official List of the Luxembourg Stock Exchange.

“**Payment Business Day**” means, any day on which banks are open for business in Luxembourg in the case of payment by transfer to a euro account.

“**Principal Outstanding Amount**” means, in respect of a Bond (of the Specified Denomination) on any date, the Specified Denomination less the aggregate amount of all principal payments in respect of that Bond that have been paid and shall not include any premium paid in respect of that Bond.

“**Relevant Date**” means whichever is the later of (a) the date on which the payment in question first becomes due and (b) if the full amount payable has not been received in Luxembourg by the Paying Agent on or prior to such due date, the date on which (the full amount having been so received) notice to that effect has been given to the Bondholders.

“**Relevant Indebtedness**” means any indebtedness for borrowed money which is in the form of, or represented or evidenced by, bonds, notes, loan stock or other securities.

“**Specified Denomination**” means €100,000 (one hundred thousand euro).

“**Specified Office**” means, in relation to the Paying Agent as at the Issue Date, the office of the Paying Agent at 20, Boulevard Emmanuel Servais, L-2535 Luxembourg, Grand-Duchy of Luxembourg and, in relation to any other Paying Agent, means the office of such Paying Agent which shall be notified to the Issuer and any other Paying Agent (if applicable).

“**Bondholders’ Resolution**” means a resolution adopted the Bondholders in accordance with the provisions of the Company Law.

2. **FORM AND DENOMINATION, TITLE AND EXCHANGE**

(a) *Form and Denomination*

The Bonds are issued in bearer form, each in the specified denomination. Title to the Bonds will pass by delivery. The Bondholder (to the fullest extent permitted by applicable laws) shall be treated as its absolute owner for all purposes (whether or not it is overdue and regardless of any notice of ownership, trust or any other interest therein, any writing thereon or any notice of any previous loss or theft thereof) and no person shall be liable for so treating such holder. The Bonds will initially be in the form of a Temporary Global Bond without interest coupons, which will be deposited on the Issue Date with a common depository for Euroclear and/or Clearstream, Luxembourg. The Temporary Global Bond will be exchangeable, in whole or in part, for interests in the Permanent Global Bond, without interest coupons, not earlier than 40 days after the Issue Date upon certification as to non-U.S. beneficial ownership. Interest payments in respect of the Bonds cannot be collected without such certification of non-U.S. beneficial ownership. The Bonds will be represented by a Permanent Global Bond without interest coupons.

(b) *Exchange*

The Permanent Global Bond will not be exchangeable for bearer Bonds in definitive form.

(c) *Status*

The Bonds constitute unsubordinated direct, unconditional and unsecured obligations of the Issuer which will at all times rank *pari passu* among themselves and unsubordinated to all other outstanding present and future unsecured and unsubordinated obligations of the Issuer.

The claims of the Bondholders will, in the event of the winding-up of the Issuer rank in priority to all holders of shares in the capital of the Issuer as regards the principal of their shares in the Issuer and any related dividends.

Nothing in this Condition shall affect or prejudice the payment of the costs, charges, expenses, liabilities or remuneration of the Paying Agent or the rights and remedies of the Paying Agent in respect thereof.

3. COVENANTS

(a) *First Financial Covenant (Cash Reserve)*

So long as any of the Bonds is outstanding, the Issuer shall procure that the annual consolidated financial statements of the Issuer (in IFRS standard) reflects as a cash reserve under the item “*Trésorerie*” an amount of cash in excess of a sum equivalent to two years of the Rate of Interests as defined under Condition 4 (*Interest*) calculated on the Principal Outstanding Amount (the **First Financial Covenant**).

For the avoidance of doubt, non-compliance with the First Financial Covenant will constitute an Event of Default.

(b) *Second Financial Covenant (LTV Ratio)*

So long as any of the Bonds is outstanding, the Issuer shall procure on the last day of each fiscal year of the Issuer (i.e., 31st December and for the first time on 31 December 2016) that the LTV Ratio (as defined below) shall not exceed 30 per cent (the **Second Financial Covenant**).

So long as any of the Bonds is outstanding, the Issuer shall deliver to the Paying Agent, within one hundred twenty (120) calendar days after the end of each fiscal year of the Issuer, a certificate signed by a duly authorised representative of the Issuer and co-signed by the Auditor (a **Compliance Certificate**) certifying that the Second Financial Covenant is complied with on the basis of its latest annual audited consolidated financial statements in IFRS and describing the details of their calculation.

Upon receipt of the Compliance Certificate, the Paying Agent shall promptly deliver it to the Bondholders in accordance with Condition 15.

So long as any of the Bonds is outstanding and in accordance with Condition 15, the Paying Agent shall as soon as practicably possible notify the Bondholders and the Representative for information, if for any reason whatsoever, it did not receive a Compliance Certificate from the Issuer.

"Financial Indebtedness" means, at any time, any obligation for the payment or repayment of money, whether present or future, in respect of:

- a) moneys borrowed and debit balances at banks or other financial institutions;
- b) any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument or of bills of exchange, promissory notes or any similar dematerialised instrument;
- c) any amount raised by acceptance under any acceptance credit or bill discounting facility, receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis and meet any requirements for de-recognition under the accounting principles applicable to the consolidated financial statements of the Issuer);
- d) the amount of any liability in respect of any lease (including any credit-bail or lease-back) or hire purchase contract which would, in accordance with the accounting principles applicable to the Issuer, be treated as a finance lease;
- e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing in accordance with the accounting principles applicable to the Issuer;

- g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution;
- i) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- j) any amount of any liability under an advance or deferred purchase agreement if one of the primary reasons behind the entry into this agreement is to raise finance; and
- k) the amount of any personal liability for any of the items referred to in paragraphs (a) to (j) above.

provided that:

- (i) for purposes of computing the outstanding principal amount of any Financial Indebtedness in paragraphs (a) to (k) above, any interest, dividends, commission, fees or the like shall be excluded save to the extent that they have been capitalised;
- (ii) no amount shall be included or excluded more than once in calculating the amount of principal outstanding in respect of any Financial Indebtedness.

For purposes of these Conditions:

"Auditor" means BJNP AUDIT with offices at 59 rue des Aubépines, L-1145 Luxembourg, or any successor external auditor (*réviseur d'entreprises*) appointed by the Issuer in order to audit its consolidated financial statements under IFRS (International Financial Reporting Standards).

"Loan-To-Value Ratio" or **"LTV Ratio"** means the ratio of the Net Financial Indebtedness divided by the Total Assets.

"Net Financial Indebtedness" means the Financial Indebtedness less the "Cash and Cash Equivalents" item (or equivalent) as referred to in the latest annual audited consolidated financial statements of the Issuer.

"Total Assets" means the total of assets (*Total de l'Actif*) as shown in the consolidated financial statements of the Issuer in IFRS rules applicable and tested by reference to the relevant consolidated annual financial statements of the Issuer as of 31 December 2015.

The Second Financial Covenant shall be calculated in accordance with the accounting principles applicable to IFRS rules applicable and tested by reference to the relevant consolidated annual financial statements of the Issuer as of 31 December 2015.

For the avoidance of doubt, non-compliance with the Second Financial Covenant will not constitute an Event of Default but each Bondholder will have the option to require the Issuer to redeem, or, at the Issuer's option, to procure the purchase of, all or part of the Bonds held by such Bondholder(s) at its Principal Outstanding Amount together with (or, where purchased, together with an amount equal to) accrued interest to the date fixed for redemption.

(c) *Third Financial Covenant (Restriction on distributions)*

So long as any of the Bonds is outstanding, the Issuer undertakes that it will suspend any distribution or payment, in any form whatsoever, any dividend, reserves or any other amount to the shareholders of the Issuer (a **Distribution**) and/or suspend (ii) any reimbursement of any amount (in all or in part) due by the Issuer to the Issuer's shareholders pursuant to any shareholder's account (a **Repayment on Shareholders Account**), as long as the LTV Ratio shall be above or equal to 25 per cent (the **Third Financial Covenant**) but without prejudice to the rights of the shareholders of the Issuer provided for under Article 24 (*Affectation du Résultat*) of the Issuer's articles of association.

For the avoidance of doubt, non-compliance with the Third Financial Covenant will not constitute an Event of Default.

(d) *Financial Information*

So long as any of the Bonds is outstanding, the Issuer shall deliver to the Paying Agent (and to the Representative (as defined below) for information only) within one hundred and twenty (120) calendar days after the end of each fiscal year of the Issuer (the **Finance Information Covenant**):

- (i) certified true copies of (a) the annual audited consolidated financial statements of the Issuer and (b) the audit report for such fiscal year;
- (ii) a statement letter indicating the Global Financial Leverage Ratio;
- (iii) certified true copies of the annual audited consolidated financial statements of the Main Subsidiaries of the Issuer (as defined hereafter) with the audit report with respect thereto for such fiscal year.

For the specific purpose of clause 3(d)(iii), "**Main Subsidiaries**" of the Issuer means a company in which the Issuer holds an interest representing at least 10% of the value of the Issuer's portfolio as determined by the consolidated financial statements of the Issuer, and as at the date of the Prospectus, as shown under the section "*Activities of companies composing the portfolio of interests of the Issuer*" on page 33.

Copies of the documents listed in (i) and (ii) above will be available, free of charge, for inspection at the Issuer's registered office and the registered office of the Paying Agent during normal business hours and will be provided to each Bondholder upon request. Documents listed in (i) above will also be available on the website of the Luxembourg Stock Exchange (www.bourse.lu).

For the avoidance of doubt, non-compliance with the Financial Information Covenant will not constitute an Event of Default but each Bondholder will have the option to require the Issuer to redeem, or, at the Issuer's option, to procure the purchase of, all or part of the Bonds held by such Bondholder(s) at its Principal Outstanding Amount together with (or, where purchased, together with an amount equal to) accrued interest to the date fixed for redemption.

4. **INTEREST**

Payment of Interest

The Bonds bear interest on their Principal Outstanding Amount from and including the Issue Date at the rate of **5.65 per cent** per annum (the **Rate of Interest**), payable in arrears on **31st March** in each year and on the Maturity Date (each an **Interest Payment Date**) commencing with the Interest Payment Date falling on 31st March 2017, subject as provided in this Condition 4 (*Interests*) and Condition 6 (*Payments*).

Each Bond will cease to bear interest from the due date for final redemption unless, upon due presentation, payment of principal is improperly withheld or refused, in which case it will continue to bear interest at the Rate of Interest (both before and after judgment) until whichever is the earlier of

(a) the day on which all sums due in respect of such Bond up to that day are received by or on behalf of the relevant Bondholder and (b) the day which is seven days after the Paying Agent has notified the Bondholders that it has received all sums due in respect of the Bonds up to such seventh day (except to the extent that there is any subsequent default in payment to the relevant Bondholders under these Conditions).

The amount of interest accruing in respect of any period and each Bond (of the Specified Denomination) shall be calculated by (i) multiplying the Principal Outstanding Amount of such Bond by the Rate of Interest, (ii) multiplying such product by (a) the actual number of days in the period from and including the date from which interest begins to accrue to but excluding the date on which it falls due divided by (b) 360 and (iii) rounding the resultant figure to the nearest cents (half of any cents being rounded upwards) save for the calculation of the Penalty (as defined below) under Condition 5(b)(i) (*Make-whole Redemption Call*).

5. REDEMPTION AND PURCHASE

(a) *Scheduled redemption*

Unless previously redeemed, or purchased and cancelled, the Bonds will be redeemed at their Principal Outstanding Amount on the Maturity Date, subject as provided in Condition 6 (*Payments*).

(b) *Early Redemption:*

(i) *Make-whole Redemption Call*

On or after the fourth anniversary of the Issue Date, the Issuer may, subject to compliance with all relevant laws and regulations and after having given (i) not more than forty-five (45) nor less than thirty (30) calendar days' prior notice to the Bondholders in accordance with Condition 15 (*Notices*) and (ii) not less than fifteen (15) calendar days before the giving of the notice referred to in (i) above, to the Paying Agent (which notice shall be irrevocable), have the option to redeem, in whole or in part, the Bonds then outstanding prior to their Maturity Date (the **Optional Make-whole Redemption Date**) at the relevant Principal Outstanding Amount of the Bonds plus accrued interests as calculated *pro rata temporis* under Condition 4 together with 50% of the remaining scheduled payments of interest on such Bonds for their remaining term at Maturity Date.

(ii) *Bondholder Put Option*

If at any time while any of the Bonds is outstanding a Change of Control Event or a Breach of Covenants occurs, each Bondholder will have the option to require the Issuer to redeem all or part of its Bonds on the Optional Redemption Date at an amount equal to 100 per cent of its Principal Outstanding Amount, together with any interest accrued thereon to (but excluding) the Optional Redemption Date (the **Put Option**). Promptly upon the Issuer becoming aware of the occurrence of a Change of Control Event or Breach of Covenants (as the case may be, the **Put Event**), the Issuer shall give notice to the Bondholders of such Put Event in accordance with Condition 15 (*Notices*), specifying the nature of the Put Event, the circumstances giving rise to it and the procedure for exercising the Put Option (the **Put Event Notice**). Each Bondholder will have the right to require the redemption of all or part of its Bonds within thirty (30) calendar days (the **Put Period**) following the delivery of the Put Event Notice. To exercise the Put Option, the Bondholder must transfer (or caused to be transferred by its Account Holder) its Bonds to be so redeemed relating thereto to the account of the Paying Agent acting as Put Agent (details of which are specified in the Put Event Notice) within the Put Period together with a duly signed and completed notice of exercise in the then current form obtainable from the Put Agent (a **Put Exercise Notice**) and in which the Bondholder may specify an account denominated in euro to which payment is to be made upon redemption of the Bonds tendered. No option so exercised may be revoked or withdrawn without the prior consent of the Issuer. Following the Put Exercise

Notice, the Issuer shall redeem the Bonds tendered as provided above on the Optional Redemption Date.

(c) *Partial redemption of Bonds*

In the case of a partial redemption of Bonds, the notice to holders shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange or other relevant authority requirements. So long as the Bonds are admitted to the Official List and traded on the Luxembourg Stock Exchange's Euro MTF and the rules of the Luxembourg Stock Exchange so require, the Issuer shall, once in each year in which there has been a partial redemption of the Bonds, cause to be published in a leading newspaper of general circulation in Luxembourg or on the website of the Luxembourg Stock Exchange (www.bourse.lu) a notice specifying the aggregate nominal amount of Bonds outstanding and a list of the Bonds drawn for redemption but not surrendered.

(d) *No other redemption*

The Issuer shall not be entitled to redeem the Bonds otherwise than as provided for in this Condition 5 (*Redemption and Purchase*).

No redemption in kind of the Bonds may therefore occur.

Bondholders are not entitled to exercise any right of redemption of the Bonds prior to the Maturity Date save the redemption as foreseen under Condition 5(b) (ii) "*Early Redemption – Bondholder Put Option*".

(e) *Purchase*

The Issuer or any subsidiary may at any time purchase Bonds in the open market or otherwise and at any price.

(f) *Cancellation*

All Bonds so redeemed or, as the case may be, purchased by the Issuer shall be cancelled and may not be reissued or resold.

6. PAYMENTS

(a) *Principal*

Payments of principal shall be made only against presentation and (provided that payment is made in full) surrender of Bonds at the Specified Office of the Paying Agent outside the United States of America by credit or transfer to an account in Euro maintained by the payee.

(b) *Interest*

Payments of interest shall be subject to paragraph (d) below.

(c) *Payments subject to fiscal laws*

All payments in respect of the Bonds are subject in all cases to any applicable fiscal or other laws and regulations, but without prejudice to the provisions of Condition 7 (*Taxation*). No commissions or expenses shall be charged to the Bondholders in respect of such payments.

(d) *Payments on Payment Business Days*

If the due date for payment of any amount in respect of any Bond or interests is not a Payment Business Day, the holder shall not be entitled to payment in such place of the amount due until the next succeeding Payment Business Day in such place and shall not be entitled to any further interest or other payment in respect of any such delay.

(f) *Partial payments*

If the Paying Agent makes a partial payment in respect of any Bond or interests, the Paying Agent will endorse thereon a statement indicating the amount and date of such payment.

7. TAXATION

All payments in respect of the Bonds (including in respect of principal, premium (if any) and interest) by or on behalf of the Issuer shall be made without deduction of, or withholding for, any taxes, duties, assessments or governmental charges of whatever nature imposed or levied by or in Luxembourg or any authority thereof or therein having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall account to the relevant authorities for the amount to be withheld or deducted and shall make such payment of principal or interest, as the case may be, after such withholding or deduction has been made.

The Issuer shall notify the Bondholders of any such withholding and deduction and shall take reasonable measures available to it to avoid such obligation, including the addition, replacement or removal of the Paying Agent or changing the Specified Office of the Paying Agent. Should the Issuer still be obliged to make the withholding or deduction, it shall, on written request from any Bondholder, provide to the Bondholders copies of any documentation or correspondence with the tax authority regarding the deduction or withholding as the Issuer reasonable believes may assist the Bondholders to claim repayment of some or all of the amounts so withheld or deducted.

The Issuer will not be obliged to make any additional payments to Bondholders in respect of any such withholding or deduction.

8. INFORMATION TO BONDHOLDERS

Copies of the Issuer's annual report and accounts (or notices) will be made available to Bondholders or the Representative(s) during normal business hours at the Specified Office of the Paying Agent and in accordance with Condition 15 (*Notices*).

9. NEGATIVE PLEDGE

Except if the Bondholders otherwise agree pursuant to a Bondholders' Resolution, so long as the Bonds or any Further Bonds shall remain outstanding, the Issuer shall not create or extend or permit to subsist any mortgage, charge or other encumbrance or security interest whatsoever (other than any banker's right of set-off arising by operation of law or in the ordinary course of banking business) upon the whole or any part of its undertaking, revenues or assets, present or future, to secure payment of any present or future Relevant Indebtedness of the Issuer or to secure any guarantee or indemnity in respect thereof, without at the same time according to the Bonds, the same security as is created or subsisting to secure any such Relevant Indebtedness, guarantee or indemnity.

10. EVENTS OF DEFAULT

If any of the following events (each an **Event of Default**) has occurred and is continuing:

- (a) *Non-payment*: the Issuer fails to pay any amount of principal or interest in respect of the Bonds or any Further Bonds on the due date for payment thereof and such failure continues for a period of 14 days in the case of interest; or
- (b) *Breach of other obligations*: the Issuer defaults in the performance or observance of any covenant, condition or provision (other than any covenant for the payment of the principal moneys or interest owing on any of the Bonds or any Further Bonds) binding on it under the Bonds, the Paying Agency Agreement, which default is not remedied (if capable of remedy) within 14 days. For the avoidance of doubt, non-compliance with the Second Financial Covenant and the Third Financial Covenant will not constitute an Event of Default but a

Breach of Covenant; however, non-compliance with the First Financial Covenant will constitute an Event of Default; or

(c) *Insolvency, etc.:* any corporate action is, or any legal proceedings or other steps are, taken or engaged for the commencement of any proceedings of bankruptcy (*faillite*), insolvency, liquidation, moratorium or reprieve from payment (*sursis de paiement*), controlled management (*gestion contrôlée*), fraudulent conveyance (*actio pauliana*), general settlement or composition with creditors, reorganisation or any similar proceedings under Luxembourg or foreign law affecting the rights of creditors generally; or

(d) *Cross-Default:*

- any Financial Indebtedness of the Issuer or the Historical Subsidiary is not paid when due nor within any originally applicable grace period;

- any Financial Indebtedness of the Issuer or the Historical Subsidiary is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default;

- any creditor of the Issuer or the Historical Subsidiary becomes entitled to declare any Financial Indebtedness of the Issuer or the Historical Subsidiary due and payable prior to its specified maturity as a result of an event of default;

then any holder of any Bond may, by giving notice in writing to the Paying Agent at its Specified Office (with the Representative in copy), declare such Bond immediately due and payable, whereupon it shall become immediately due and payable at its outstanding principal amount together with accrued interest without further action or formality.

No Event of Default shall occur under paragraph (d) if and to the extent relating to the Issuer and the Historical Subsidiary, the aggregated amount thereof does not exceed EUR 50,000.

11. PRESCRIPTION

Claims for principal and/or interest shall become void unless the relevant Bonds are presented for payment within five years of the appropriate Relevant Date.

12. PAYING AGENT

(a) *Status of Paying Agent*

The Paying Agent acts solely as paying agent of the Issuer and does not assume any obligations or relationship of agency or trust for or with, any Bondholder.

(b) *Indemnity and Costs*

Under the Paying Agency Agreement, the Paying Agent is entitled to be indemnified in certain circumstances in connection with carrying out its duties as a Paying Agent and to be paid its costs and expenses.

(c) *Variation or termination of appointment of Paying Agent*

The Issuer reserves the right under the Paying Agency Agreement at any time to vary or terminate the appointment of the Paying Agent and to appoint additional or successor principal paying agents and additional or successor paying agents; provided, however, that:

(i) there will at all times be a Paying Agent; and

(ii) the Issuer undertakes that it will ensure that it maintains a Paying Agent in a Member State of the European Union (if mandatory) that will not be obliged to withhold or deduct tax pursuant to European Council Directive 2003/48/EC or any law implementing or complying with or introduced in order to conform to, such Directive; and

- (ii) so long as the Bonds are listed on the Official List and admitted to trading on the Luxembourg Stock Exchange's Euro MTF, and the applicable rules so require, a Paying Agent having its specified office in Luxembourg.

Notice of any change in the Paying Agent or in its Specified Office shall promptly be given to the Bondholders in accordance with Condition 15 (*Notices*).

13. MODIFICATION AND WAIVER

(a) Modification without holder consent

The Issuer may, without the consent of the Bondholders, modify or amend the Bonds (including these Conditions) or agree to any modification or amendment to the Paying Agency Agreement if, in each case, such modification or waiver (i) will not be materially prejudicial to the interests of Bondholders, (ii) is of a formal, minor or technical nature or (iii) is to correct a manifest error.

(b) Modification with holder consent

In order to modify and amend the Paying Agency Agreement or the Bonds (including these Conditions) other than in accordance with Condition 13(a) (*Modification without holder consent*), or to waive past Issuer defaults, a Bondholders' Resolution shall be required.

(c) Modifications binding

Any modification, amendment or waiver in accordance with this Condition 13 (*Modification and Waiver*) shall be binding on all the Bondholders and shall be notified by the Issuer to the Bondholders as soon as practicable thereafter in accordance with Condition 15 (*Notices*).

14. FURTHER ISSUES

The Issuer is at liberty from time to time without the consent of the Bondholders to create and issue further unsecured bonds or notes (being Further Bonds) ranking *pari passu* with the Bonds and carrying such rights and on such terms (without limitation) as the General Partner of the Issuer may at the time of issue thereof determine including Further Bonds carrying the same rights in all respect as the Bonds and forming a single series therewith.

15. NOTICES

Notices to the Bondholders shall be valid (a) if published in a leading Luxembourg daily newspaper (which is expected to be the *Luxemburger Wort*) or (b) for so long as the Bonds are admitted to trading on the Luxembourg Stock Exchange's Euro MTF, if published on the website of the Luxembourg Stock Exchange (www.bourse.lu) through its Financial News Service or (c) if delivered to the Bondholders through Euroclear or Clearstream, Luxembourg. The Issuer shall also ensure that notices are duly published in a manner which complies with the rules and regulations of any stock exchange or the relevant authority on which the Bonds are for the time being listed. Any such notice shall be deemed to have been given on the date of first publication. If publication as provided above is not practicable, notice will be given in such other manner, and shall be deemed to have been given on such date, as the Paying Agent shall approve. Regarding notices delivered under (c), any such notice shall be deemed to have been given on the date of such delivery.

16. BONDHOLDERS' RIGHTS AND APPOINTMENT OF A REPRESENTATIVE

Bondholders will belong to a masse (the **Masse**) created for the representation of their common interests pursuant to the provisions of the Company Law. The description below is based on the Company Law in effect on the Issue Date. Any subsequent amendments to the relevant provisions of the Company Law may amend or modify the description below.

At the time of the issue of the Bonds, one or more representatives of the Bondholders' group (the **Representative(s)**) may be appointed by the Issuer or during the term of the Bonds, by the general meeting of the Bondholders (the **Masse Meeting**). If no Representative has been appointed, the judge presiding the chamber of the *Tribunal d'Arrondissement* dealing with commercial matters in the district in which the registered office of the Issuer is located, and sitting as in urgency matters, may designate one or more representatives and determine their powers.

Where Representative(s) have been appointed, Bondholders may no longer individually exercise their rights against the Issuer.

A Masse Meeting shall be called at least once a year, at any time, by the General Partner of the Issuer or the internal auditor(s) of the Issuer.

The Representative(s), provided an advance on expenses has been paid to them, the General Partner, or the internal auditors of the Issuer must convene the Masse Meeting if called upon to do so by Bondholders representing 5 per cent or more of the Bonds outstanding.

All Masse Meetings shall be held at the place specified in the notice calling the meeting and such notice must be published.

All Bondholders have the right to attend and vote at the Masse Meeting either personally or by proxy.

The voting rights attached to the Bonds are equal to the proportion of the principal amount of the outstanding Bonds represented by the principal amount of the Bond or Bonds held by the relevant holder.

A Masse Meeting may be called in the event of a merger involving the Issuer, may approve certain changes in the rights of the Bondholders and may, generally, determine any measures designed to ensure the defence of interests or the exercise of the rights of the Bondholders in accordance with the provisions of the Company Law.

A Masse Meeting may deliberate validly without a quorum and by vote of a simple majority of Bondholders attending or represented at such Masse Meeting on the appointment and revocation of the Representatives, the revocation of special representatives appointed by the Issuer and the approval of any measures of a conservatory nature in the general interests of the Bondholders.

On all other matters (except in respect of certain matters, including a change in the nationality of the Issuer, where unanimous consent is required) the Masse Meeting may deliberate validly on first convocation only if Bondholders present or represented hold at least 50 per cent of the Bonds then outstanding.

If this requirement is not met, a new Masse Meeting must be called for by convening notices to be published twice within a period of 15 days prior to the second Masse Meeting.

On second convocation no quorum is required.

Decisions at such meetings shall be taken by a majority of 66 2/3 per cent of the votes cast by Bondholders attending such meetings or represented thereat.

More generally, the Bondholders shall be represented, and general meetings of Bondholders shall be organised in accordance with the provisions of articles 86 to 94-8 of the Company Law.

The Representative

The Issuer has appointed as the Representative, MASSQUOTE S.A.S.U., a company incorporated under the laws of France with registered office at 7bis rue de Neuilly, F-92110 Clichy and registered with the Nanterre Register of Commerce and Companies under number 529 065 880 (with Mailing Address: 33 rue Anna Jacquin, 92100 Boulogne Billancourt, France) and as an alternate representative Mr. Gilbert LABACHOTTE, with residence et 8 Boulevard Jourdan, 75014 Paris, France.

The Representative will be entitled to a remuneration of €700 (VAT excluded) per year, payable on each Interest Payment Date with the first payment at the Issue Date.

17. GOVERNING LAW

The Bonds and the interests and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, Luxembourg law.

SUMMARY OF PROVISIONS RELATING TO THE BONDS WHILE REPRESENTED BY THE PERMANENT GLOBAL BOND

The following is a summary of the provisions to be contained in the Permanent Global Bond which will apply to, and in some cases modify, the Terms and Conditions of the Bonds while the Bonds are represented by the Permanent Global Bond.

1. Form of Bonds and no exchange

The Permanent Global Bond may not be exchanged for Bonds in definitive form.

2. Payments

All payments in respect of this Permanent Global Bond shall be made to the bearer against presentation and (in the case of payment of principal in full with all interest accrued thereon) surrender of this Permanent Global Bond at the specified office of the Paying Agent and shall be effective to satisfy and discharge the corresponding liabilities of the Issuer in respect of the Bonds.

On each occasion on which a payment of interest is made in respect of this Permanent Global Bond, the Issuer shall procure that the same is noted, which endorsement shall be *prima facie* evidence that such payment has been made in respect of the Bonds.

3. Notices

Notwithstanding Section 15 (*Notices*), while all the Bonds are represented by this Permanent Global Bond and this Permanent Global Bond is deposited with a common depository for Euroclear and Clearstream, Luxembourg, notices to Bondholders may be given by delivery of the relevant notice to Euroclear and Clearstream, Luxembourg for communication to the relative Accountholders (as defined below) in substitution for publication as required by Section 15 (*Notices*) provided that, so long as the Bonds are listed on the Official List and admitted to trading on the Euro MTF, all requirements of the Luxembourg Stock Exchange have been complied with. Any such notices shall be deemed to have been given to the Bondholders in accordance with the Section 15 (*Notices*) on the second day after the date of delivery to Euroclear and/or Clearstream, Luxembourg.

4. Accountholders

For so long as all of the Bonds are represented by the Permanent Global Bond and such Permanent Global Bond is held on behalf of Euroclear and/or Clearstream, Luxembourg, each person (other than Euroclear or Clearstream, Luxembourg) who is for the time being shown in the records of Euroclear or Clearstream, Luxembourg as the holder of a particular principal amount of such Bonds (each an **Accountholder**) (in which regard any certificate or other document issued by Euroclear or Clearstream, Luxembourg as to the principal amount of such Bonds standing to the account of any person shall, in the absence of manifest error, be conclusive and binding for all purposes) shall be treated as the holder of such principal amount of such Bonds for all purposes (including, but not limited to, for the purposes of determining whether any Bondholders' Resolution (as defined in the Conditions) has been duly passed) other than with respect to the payment of principal and interest on such principal amount of such Bonds, the right to which shall be vested, as against the Issuer, solely in the bearer of the Permanent Global Bond in accordance with and subject to its terms. Each Accountholder must look solely to Euroclear or Clearstream, Luxembourg, as the case may be, for its share of each payment made to the bearer of the relevant Permanent Global Bond.

5. Prescription

Claims against the Issuer in respect of principal and interest on the Bonds represented by a Permanent Global Bond will be prescribed after five years (in the case of principal) and five years (in the case of interest) from the Relevant Date (as defined in the Conditions).

6. Euroclear and Clearstream, Luxembourg

References in the Permanent Global Bond to Euroclear and/or Clearstream, Luxembourg shall be deemed to include references to any other clearing system approved by the Paying Agent.

USE OF PROCEEDS

The net proceeds of the issue of the Bonds will be applied by the Issuer for general corporate purposes and subsequent investments in a diversified portfolio of unlisted companies mainly domiciled in Europe.

The Issuer intends to allocate exclusively the proceeds to (i) the development and the growth of its pool of acquisitions or investments in unlisted companies and (ii) the financing, in whole or in part, of its next acquisitions or investments in unlisted companies that should mainly consist of shareholder and/or (convertible) bondholder interests in order to acquire majority or controlling interests in these businesses. The Issuer reiterates its intention not to allocate the proceeds to cover the expenses or functioning costs incurred with the management of the Issuer.

DESCRIPTION OF THE ISSUER

1. Legal Status

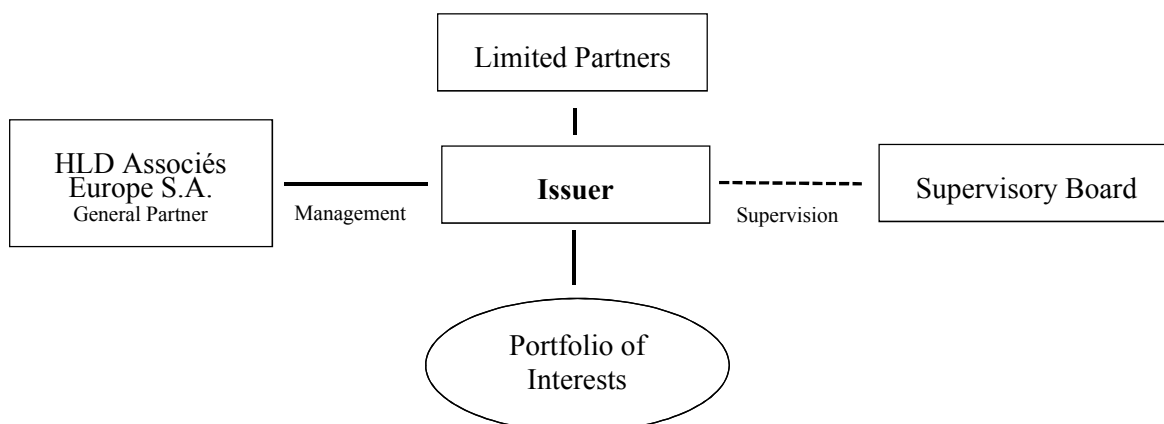
HLD Europe (the **Issuer**) is a corporate partnership limited by shares (*société en commandite par actions*) incorporated under the laws of Luxembourg on 2 June 2015, having its registered office at 25, rue Philippe II, L-2340 Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 198.109 and represented by HLD Associés Europe, its General Partner (*associé commandité*), a public limited liability company (*société anonyme*) incorporated under the laws of Luxembourg on 2 June 2015 with registered office at 25, rue Philippe II, L-2340 Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B 197.552.

The Issuer has been incorporated for an unlimited duration.

2. History of the Issuer

02.06.2015	Incorporation of the Issuer.
16.07.2015	Capital increase of the Issuer by contribution in kind and in cash.
03.08.2015	Capital increase of the Issuer by contribution in cash.
30.11.2015	Capital increase of the Issuer by contribution in cash.
15.12.2015	Capital increase of the Issuer by contribution in cash.
31.03.2016 (indicative)	Listing of the Bonds on the Euro MTF of the Luxembourg Stock Exchange.

3. Corporate Structure



The Issuer is actively managed by the General Partner, supported by *ad hoc* committees providing non-binding advice and recommendation, in order to ensure a sound and proper development of the activities of the Issuer.

The overall management as well as the active portfolio management is conducted by the General Partner. For purposes of carrying out its mandate, the General Partner has its own financial, administration/accounting,

human and IT resources. It may have or has recourse to external providers (IT maintenance, etc.). The General Partner has also constituted a panel of external advisors, including legal counsels, who can advise on an on-going or an *ad hoc* basis.

Mrs. Anne CANEL is vested with the daily management and the risk management of the General Partner.

The supervision of all functions and duties entrusted with the General Partner shall be exercised by the Supervisory Board.

Further details regarding the composition of the bodies in charge of the management or at least involved to some extent to the management of the Issuer are to be found under the Section 7 (*Management and Auditor*) of the Prospectus.

4. Share Capital

The Issuer has been incorporated with an initial share capital of €31,000 (thirty one thousand euro). The share capital was increased on 16 July 2015 by way of a contribution in kind in the amount of €100,477,647 (one hundred two million four hundred seventy seven thousand six hundred forty seven euro) and a cash contribution in the amount of €2,161,681 (two million one hundred sixty one thousand six hundred eighty one euro). The share capital was increased on 31st December 2015 to an amount of €140,550,118 (one hundred forty million five hundred fifty thousand one hundred eighteen euro) by way of 3 separate contributions in cash for a total amount of €37,878,790 (thirty seven million eight hundred seventy eight thousand seven hundred ninety euro), represented by one hundred forty thousand five hundred fifty thousand one hundred eighteen (140,550,118) shares with a par value set at €1 (one euro) each. All shares have been fully paid-up.

The one hundred forty thousand five hundred fifty thousand one hundred eighteen (140,550,118) shares in the capital of the Issuer consist of:

- one (1) GP Share ;
- one hundred forty million three hundred thousand one hundred seventeen (140,300,117) Class A Ordinary Shares, and
- two hundred fifty thousand (250,000) Class B Ordinary Shares.

Since the date of its incorporation, the shares in the capital of the Issuer are held by the holding companies of a consortium of private European investors identified hereinafter (see table below).

Names of Investors	Functions and Responsibilities	Indirect Shareholding (%)
Decaux Family	Founder of Decaux Group	14%
Dentressangle Family	Founder of Dentressangle	9%
Christian Gueugnier	Founder and MD of La Financière de l'échiquier	7%
Jean-François Serval	Founder and CEO of Groupe Audit	7%
Claude Bébéar	Founder of AXA	6%
Jean-Pierre Mustier	Former MD of Société Générale and Partner of Tikehau	6%
Bernard Oppetit	Fondateur de Centaurus	5%
Total Investors		55%
Jean-Bernard Lafonta	Founder of HLD, formerly working for Wendel and BNP	40%
Philippe Donnet	Founder of HLD, MD of Generali Italy	5%
Jean-Philippe Hecketsweiler	Founder of HLD, formerly working for JPMorgan	N/A*
Total Managers		45 %
TOTAL		100 %

*Mr. Jean-Philippe Hecketsweiler indirectly owns 2,891 % in HLD.

5. Activities of the Issuer, Investment Policy and Indebtedness Policy

According to Article 5 of the restated articles of association dated 18 December 2015, the object of the Issuer is *“the acquisition of ownership interests, in Luxembourg or abroad, in any companies or enterprises in any form whatsoever and the management of such ownership interests. The Company may in particular acquire by subscription, purchase, and exchange or in any other manner any stock, shares and other securities, bonds, debentures, certificates of deposit and other debt instruments and more generally any securities and financial instruments issued by any public or private entity whatsoever, including partnerships. It may participate in the creation, development, management and control of any company or enterprise. It may further invest in the acquisition and management of a portfolio of patents or other intellectual property rights of any nature or*

origin whatsoever. The Company may borrow in any form except by way of public offer. It may issue by way of private placement only, notes, bonds and debentures and any kind of debt and/or equity securities. The Company may lend funds including, without limitation, the proceeds of any borrowings and/or issues of debt securities to its subsidiaries, affiliated companies and/or to any other company. It may also give guarantees and pledge, transfer, encumber or otherwise create and grant security over all or over some of its assets to guarantee its own obligations and undertakings and/or obligations and undertakings of any other company and, generally, for its own benefit and/or the benefit of any other company or person. The Company may generally employ any techniques and utilize any instruments relating to its investments for the purpose of their efficient management, including techniques and instruments designed to protect the Company against risks related to credits, currency exchange and interest rate fluctuations as well as other risks. The Company may carry out any commercial, financial or industrial operations and any transactions with respect to real estate or movable property.”

Consideration on the law of 12 July 2013 on Alternative Investment Fund Managers

The EU directive 2011/61/UE on the alternative investment fund managers has been implemented into Luxembourg domestic legislation by the adoption of the law of 12 July 2013 on the alternative investment fund managers (the **AIFM Law**).

Under the AIFM Law and its interpretation in the Grand-Duchy of Luxembourg, it is mandatory for the governing body of the Issuer to assess from a legal standpoint if the Issuer may qualify as an alternative investment fund and to comply with the relevant legal and regulatory framework as well as the prudential supervision exercised by the *Commission de Surveillance du Secteur Financier* (the **CSSF**) on the territory of Luxembourg.

The General Partner, acting in compliance with the provisions of the AIFM Law has therefore conducted an assessment of the Issuer under the AIFM Law by taking into account the material aspects of the contribution in kind that has occurred on 16 July 2015.

The positive conclusions of the assessment were communicated to the CSSF and a subsequent file was submitted to the CSSF in order to obtain the mandatory license from the CSSF. The process between the Issuer and the CSSF is still pending at the date of the prospectus.

General Presentation

The Issuer is a holding company with a diversified portfolio of currently 8 investments in unlisted companies which are active in various sectors. The total of the assets lodged into the portfolio added to the cash available in bank values the Issuer at an amount of €202 Million.

The Issuer has, at the date of the Prospectus no external debt (only intragroup) and does not distribute dividends to its shareholders.

The Issuer has a stable and reliable group of shareholders since its inception which is composed of well-known entrepreneurs such as the Decaux and Dentressangle families and experienced managers having acquired decades of experience in the financial/banking and the private equity sector (Mr. Philippe Donnet, Mr. Jean-Bernard Lafonta, Mr. Christian Gueugnier, Mr. Jean-Philippe Hecketsweiler, Mr. Jean-Pierre Mustier).

The objectives of the Issuer is to increase the value of its portfolio and its own funds by opening the current shareholding composition to other European families with a successful track record of entrepreneurship.

Investment Strategy and Policy of the Issuer

The Issuer favors investments in non-listed European companies with a growth based on efficient management teams.

With a long-term vision without predetermined exit horizon, the Issuer takes the role of shareholder and accompanies the various management teams in developing the companies it controls. The goal is that they become leaders in their sector. The Issuer offers companies a transmission solution preserving their integrity, their sustainability and growth potential. The investors' group, through its network, provides access to the Issuer and its subsidiaries to unique acquisition opportunities.

A diversified portfolio of quality investments:

- A selection of promising uncorrelated sectors: cosmetics, healthcare, "e-commerce", events;
- Significant potential for revenue growth and profitability for businesses;
- Equity investments in very little indebted companies (only 4 out of 8 companies are indebted) and without recourse against the issuer;
- Liquid portfolio: the Issuer intends to diversify its channels to ensure distribution is either in the form of interest payments on the bonds held in the subsidiaries, or the payment of dividends by subsidiaries (and recapitalizations of those) or the total or partial sale of its holdings.

The Issuer proposes an annual pace of investment of around €50 Million. This rhythm must be understood as an average. Indeed, the amounts invested can vary greatly from one year to another according to macroeconomic cycles, which in some years can be favorable or unfavorable to potential acquisitions. The Issuer will proceed to averaged 3 investments per year; it is possible that in some years, no investment is made.

Given this volatility, it is desirable that the Issuer has at all times financial flexibility, this room for maneuver may consist of cash, credit lines and long-term debt.

The Issuer adjusts its shareholder response to the situation of each company.

Indebtedness policy and Financing of the Issuer

The recourse by the Issuer to the issuance of Bonds to secure (i) the financing of its subsequent investments, (ii) the growth of its diversified portfolio of investments, and (iii) the creation of value in unlisted companies at different economic stage such as high growth companies typically addressing technology, healthcare and other specialty growth industries or in companies having reached a more mature economic cycle with a more robust financial situation or greater company size, is in line with the Issuer's diversification policy in terms of sourcing financing and, in particular, of a diversification of its indebtedness while remaining at a sustainable level for the Issuer and therefore without compromising its ability to satisfy its financial obligations under the present issue of Bonds.

The Issuer pays specific attention to the quality of the management teams and the potential growth of the companies where it has acquired a majority stake or a controlling interest as they are key drivers for the investment decision process of the Issuer.

Investments are conducted through a series of special purpose vehicles (SPVs) that will incur a sustainable

level of indebtedness for each of them.

The Issuer emphasizes on the fact that the appraisal of a sustainable level of indebtedness for each of the SPVs constitutes a key component in terms of risk management and that the Global Financial Leverage Ratio (as below described) shall remain below a ratio sets at 3.5. For the avoidance of doubt, the Global Financial Leverage Ratio shall not constitute a covenant as defined under Condition 3 (Covenants).

Finally, the Issuer desires to draw the attention of Bondholders to the fact that the Negative Pledge (*see Condition 9*) remains of full effect in order to protect the financial situation of the Issuer and ultimately to secure its ability to satisfy its obligations towards the Bondholders and its shareholders.

Global Financial Leverage Ratio

With reference to section 5 (*Activities of the Issuer, Investment Policy and Indebtedness Policy*) and in particular sub-section “Indebtedness Policy and financing of the Issuer”, the Issuer, as a part of the risk management function, shall monitor the level of the external indebtedness for the portfolio of companies by calculating on an annual basis a global financial leverage ratio (the **Global Financial Leverage Ratio** or **GFLR**).

The GFLR shall be calculated as follows:

$$GFLR = \sum_{i=1}^n w_i \frac{Net\ Indebteness_i}{EBITDA_i}$$

Where:

n is the number of portfolio companies to be consolidated,

w_i is the % of ownership by the Issuer in each portfolio company,

Net Indebteness_i is the external Net Indebtedness for each company of the portfolio, excluded debts or equivalent to the Shareholders,

EBITDA_i means earnings before interest, taxes, depreciation and amortization as calculated for each of the companies of the portfolio.

For the avoidance of doubt, the Global Financial Leverage Ratio shall not constitute a covenant as defined under Condition 3 (*Covenants*).

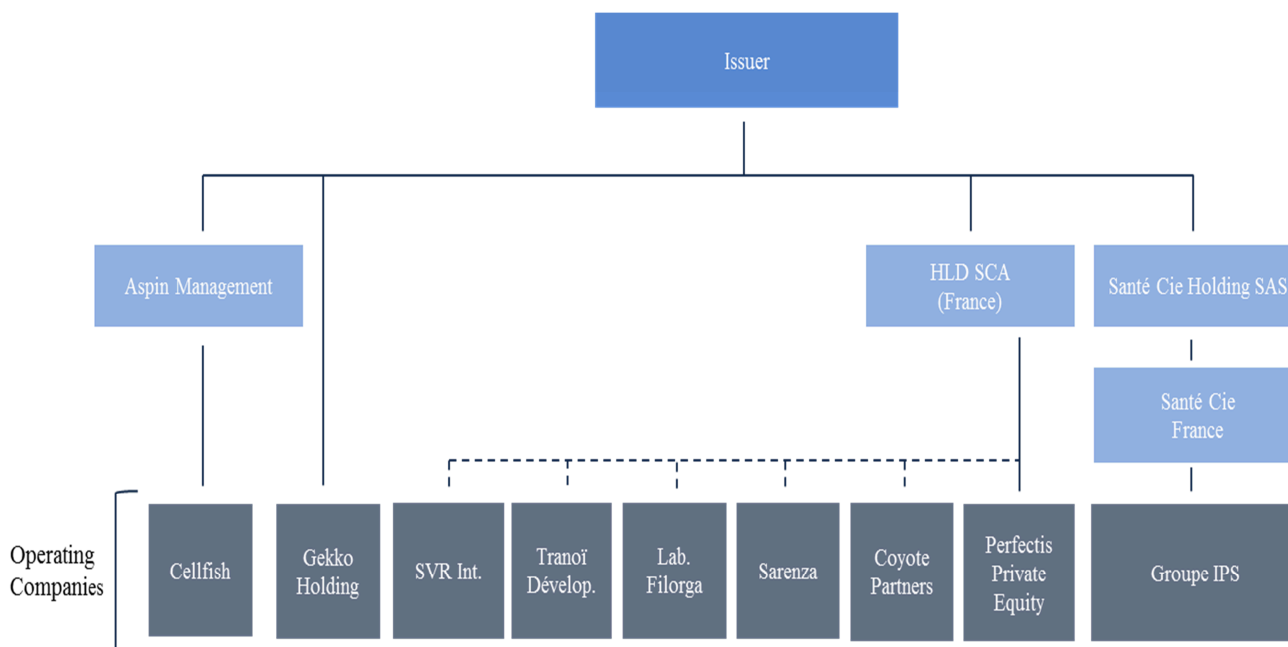
Business Model of the Issuer

From an economic and financial point of view, the ultimate goal of the Issuer is:

- (i) to have an equity portfolio that is balanced;
- (ii) to receive dividends from portfolio companies;
- (iii) through the General Partner, to limit its operating costs, excluding costs related to the investments, to about 1.5% of the portfolio value; and
- (iv) to reinvest the cash collected during the sale of companies in new companies.

Interests of the Issuer & Simplified Structure Chart

As of 31st December 2015, the Issuer and its activities are integrated as shown in the below simplified structure chart:



Activities of companies composing the portfolio of interests of the Issuer

Data Million €	CA (2015)	EBITDA (2015)	Total	% Portfolio*
IP Santé	82	23.4	44.8	20%
Filorga**	67.7	7.6	59	27%
Coyote**	99.8	28.6	34	15%
Gekko	93.2	2	21.5	10%
Sarenza**	156.3	(7.6)	32.2	14%
Tranoï**	17.4	6.6	18.2	8%
Cellfish	51.1	3.7	8.1	4%
SVR**	34.9	(1.4)	4.7	2%
Total	602.4	62.6	222.5	100%

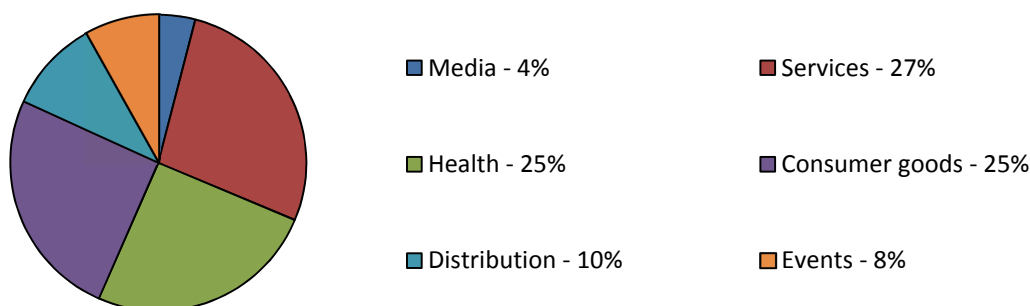
Source: HLD Group - * Includes equity and convertible. The financial information presented below is determined by the standard French GAAP.

** Owned through HLD SCA.

Interests represent between 2% and 27% of the total portfolio value.

On 31st August 2015, pro forma 75% (€132.9 Million) of assets are shares in subsidiaries and 25% are held through convertible bonds. This mechanism allows for back interest to the Issuer to cover the current structure costs, while maintaining control over the subsidiaries.

The portfolio of interests of the Issuer is also well diversified from a sectorial point of view (see below chart):



- **LABORATOIRES FILORGA**

The HLD group has acquired Laboratoires Filorga in September 2010 and the interests were subsequently transferred by a contribution in kind to the Issuer (see Section 2 “History of the Issuer”).

Established in 1978, Laboratoires Filorga became the first French laboratory to develop a global anti-aging solution addressing all the problems related to skin aging (wrinkles, radiance, firmness, pigment spots, etc.), dedicated to both the public and professionals.

Laboratoires Filorga now operates in 70 countries and has a c.30% annual growth of its turnover.

- **PERFECTIS**

The HLD group has acquired Perfectis in September 2012 and the interests were subsequently transferred by a contribution in kind to the Issuer (see Section 2 “History of the Issuer”).

Perfectis is a management company domiciled in France and registered with the *Autorité des Marchés Financiers* (the **AMF**) specialised in Management Buy-out/Management Buy-in operations and venture capital investments.

Perfectis targets mid-cap French private companies with turnover between €15 Million and €150 Million.

- **TRANOÏ**

The HLD group has invested in Tranoï Group in July 2013 through a venture capital fund managed by Perfectis and the interests were subsequently transferred by a contribution in kind to the Issuer (see Section 2 “History of the Issuer”).

Tranoï Group is a key organiser in high-end professional fashion tradeshow.

Tranoï is a reference in Europe and has opened a new tradeshow in New York. For 2016, the Issuer wants to assist the company expanding its activity to Shanghai.

The EBITDA is growing at circa 50% to €6.7 Million by March 2016 at constant perimeter. The EBITDA was €3.5 Million at the time the HLD group has invested.

- **LABORATOIRES SVR**

The HLD group has acquired Laboratoires SVR in January 2014 through a venture capital fund managed by Perfectis and the interests were subsequently transferred by a contribution in kind to the Issuer (see Section 2

“History of the Issuer”).

Last family-owned French brand amongst dermo-cosmetic leaders in pharmacies, Laboratoires SVR produces and distributes dermo-cosmetic treatments since 1962.

The company operates via a commercial network in France, distribution subsidiaries in 5 countries (Italy, Spain, Belgium, Morocco and Tunisia) and relies on local distributors in 35 other countries.

Laboratoires SVR is an innovative Small and Medium Enterprise employing a total of 200 workers.

The Issuer will help mutualizing the commercial resources of Filorga and SVR so as to boost the growth of both brands at lower cost.

- **SARENZA**

The HLD group has invested in Sarenza in July 2014 and the interests were subsequently transferred by a contribution in kind to the Issuer (see Section 2 “History of the Issuer”).

Sarenza is the French leading online shoe-retailer.

Established in late 2005, Sarenza is amongst the pioneers of online shoe distribution in Europe and addressed c.1,8 Million orders in 2013.

The company enjoys a profitable growth of its activity – sales have been multiplied by 30 since 2007 to reach €120 Million in late 2014. The Issuer’s investment will enable Sarenza to accelerate its international development while strengthening its leadership in France.

- **COYOTE**

The HLD group has invested in Coyote in December 2014 and the interests were subsequently transferred by a contribution in kind to the Issuer (see Section 2 “History of the Issuer”).

Founded in 2006, Coyote is the European leading driving assistance system.

The company displays a strong market position in its historical markets (France and Belgium, with over 600,000 subscribers), benefits from the loyalty of its community and preserves a strong brand image through its proven constant innovation capacity.

Coyote has tripled its turnover since 2009 to exceed €100 Million in 2014.

The objective goal of its founders and the Issuer is to uphold the company’s development in France and Belgium, to penetrate other European markets, among which Italy and Spain, and to adapt to the evolving use of car-integrated driving assistance systems.

- **IPS SANTE**

The Issuer invested in IP Santé Domicile in August 2015.

IP Santé is the fourth largest player amongst homecare service providers, with sales of €80 Million.

Thanks to the company's national footprint and its recognised team of dedicated specialists, it shows a strong growth potential on this rapidly expanding market. IP Santé is the only credible platform to consolidate its market and should benefit from market evolutions in the near future which will help accelerating this trend.

The Issuer is to support the development of the company and help it successfully pursue its acquisition strategy.

- **CELLFISH**

The Issuer has invested in Aspin Management, a company formed to acquire 100% of Cellfish in October 2015.

Cellfish Group is a publisher and a distributor of casual entertainment content for mobile phones.

Since its creation, Cellfish has accumulated more than 10 years of experience in internet traffic management, digital content publishing and monetization, and has become a leader in the French and Western European market.

The Issuer's investment will enable Cellfish to finance its growth and launch new video product offers.

- **GEKKO**

The Issuer has invested in GEKKO Holding to acquire 67% of Gekko in December 2015.

Teldar Travel and HCorpo are two platforms for hotel bookings BtoB created in 2010 and designed respectively for travel agents and large accounts businesses.

Both companies are 100% subsidiaries of the Gekko group. The Gekko group comprises a holding company that gathers the Gekko group's support services (management, IT, finance, etc.) and four operating companies from which the two most important are Teldar and HCorpo.

Two other subsidiaries activities are being developed within the Gekko group:

- Gordon: a hotel wholesaler specializing in France. Gordon has already a base of 3,000 hotels and has the ability to become the first hotel wholesaler in France.
- Miles Attack: a loyalty program that allows travel agents to accumulate vouchers (€300 per year per agent on average).

Trends

The activities to which the Issuer is exposed through its interests in the companies have not been negatively affected during the first quarter 2016. Financial results coming from subsidiaries active in the dermatology and cosmetic sector are in line with the expectations and the tourism sector has renewed with a growth trend despite geopolitical risks. In addition, the first intermediary results show that the sales period was positive for e-commerce platforms.

Real Estate Assets and Properties

The Issuer rents and does not own its premises and has no ownership of real estate assets or properties as of the date of the Prospectus.

Environmental Constraints

Given the business activities and the corporate object of the Issuer, the latter is not subject to direct or indirect environmental constraints.

R&D, Patents and licensing

Not applicable due to the business activities of the Issuer.

6. Annual Accounts and Annual General Meeting

The financial year of the Issuer commences on 1st January and ends on 31st December each year.

The latest available audited and consolidated financial statements of the Issuer for the period of the incorporation date to the 31st December 2015 are incorporated by reference into this Prospectus.

Consolidated Statement Profit or Loss for the year ended 31 December 2015

Consolidated Statement Profit or Loss	31/12/2015
In Euro	
CONTINUING OPERATIONS	
REVENUE	9 537 040
Rendering of services	38 063
Dividends	9 498 977
OPERATING EXPENSES	-1 431 766
Operating Expenses	-1 431 766
FINANCE COSTS AND INCOMES	-389 813
Interest and related incomes	17 614
Interest and related expenses	-407 427
PROFIT BEFORE TAX FROM CONTINUING OPERATIONS	7 715 461
Income tax expense	-3 210
NET PROFIT FOR THE YEAR FROM CONTINUING	7 712 251
REVALUATION OF AVAILABLE-FOR-SALE FINANCIAL ASSETS	42 921 641
Change in fair value of available-for-sale financial through Profit and Loss	42 921 641
TOTAL COMPREHENSIVE INCOME FOR THE YEAR, NET OF	50 633 892

TAX	
<u>Earnings per share attributable to equity holders of the Company</u>	
Weighted average number of shares	140 550 118
Earnings per share for continuing operations	0,05 euros
Net earnings per share	0,36 euros

Consolidated statement of financial position as of 31 décembre 2015

IFRS : Consolidated statement of financial position - Assets	31/12/2015
In Euro	
Non-Current Assets	
Financial assets evaluated at fair value through profit or loss	190 772 123
TOTAL NON-CURRENT ASSETS	190 772 123
Current Assets	
Other receivables	99 172
Cash and short-term deposits	14 068 925
TOTAL CURRENT ASSETS	14 168 097
TOTAL ASSETS	204 940 220
IFRS : Consolidated statement of financial position – Equity and liabilities	31/12/2015
In Euro	
Equity - attributable to equity holders of the Company	153 921 329
Equity	140 550 118
Share Premium	13 371 211
Reserves	
Profit for the year - attributable to equity holders of the Company	50 633 892

TOTAL EQUITY	204 555 221
TOTAL NON-CURRENT LIABILITIES	
Liabilities tax due	2 675
Creditors and others	382 324
TOTAL CURRENT LIABILITIES	384 999
TOTAL EQUITY AND LIABILITIES	204 940 220

7. Management and Auditor

At present, the Issuer is managed by its General Partner, itself managed by its board of directors which is composed of five directors appointed on 2 June 2015 as follows:

- Anne CANEL, born on 8 June 1973;
- Xavier BUCK, born on 21 July 1970;
- Robert DENNEWALD, born on 11 November 1953;
- HO INDUSTRIES, with registered offices at 38 avenue Hoch, F-75008 Paris (France), with registration number RCS Paris 799 070 347 – represented by Mr. Jean-Philippe HECKETSWEILER;
- COMPAGNIE DE L'AUDON, with registered offices at 41/43 rue Saint-Dominique, F-75007 Paris (France), with registration number RCS Paris 479 273 278 – represented by Mr. Jean-Bernard LAFONTA.

The professional address of each director is 25 rue Philippe II, L-2340 Luxembourg, Grand-Duchy of Luxembourg.

The above-mentioned directors may also act as directors in other companies or be involved in the management of other companies pursuing similar investment strategies of the Issuer, or related parties to the Issuer. In this context, potential conflicts of interest may not fully be excluded.

To prevent such conflicts of interests, appropriate measures in relation to the identification, monitoring and avoidance of conflicts of interest shall be taken (c.f. Section 8 “Parallel investment vehicle and risk of conflict of interest” below).

The affairs of the Issuer and its financial situation including particularly its books and accounts as well as the management of the Issuer and the opportunity of business decisions shall be supervised by a supervisory board composed of at least three members appointed exclusively among the Limited Partners of the Issuer and who are not part of the General Partner.

The members of the supervisory board shall be appointed by the annual general meeting of the shareholders for a maximum renewable term of six years and which shall determine their remuneration. The members of the supervisory board may be revoked on a discretionary basis by the annual general meeting of the shareholders.

The supervisory board shall be consulted by the General Partner on such matters as the General Partner may determine and it shall authorise any actions of the General Partner that may, pursuant to law or under the articles of association of the Issuer, exceed the powers of the General Partner.

The General Partner has created two committees as follows:

- (i) the Strategic Investment Committee (*Comité d'Investissement Stratégique*); and
- (ii) the Valuation Committee (*Comité d'Evaluation*).

(i) The Strategic Investment Committee

Composition and appointment of the Strategic Investment Committee

The Strategic Investment Committee is composed of a minimum of 3 (three) members and a maximum of 8 (eight) members, who must be exclusively natural persons. The members of the Strategic Investment Committee are elected among the Limited Partners of the Issuer or from outside them, provided that a specific competence in relation to the Issuer’s investment policy is justified.

Powers of the Strategic Investment Committee

The Strategic Investment Committee expresses opinions and makes recommendations, in an advisory capacity, on investment and/or divestment decisions of the Issuer with regards to the commitments of an amount superior to €1,000,000, prior to their implementation.

(ii) The Valuation Committee

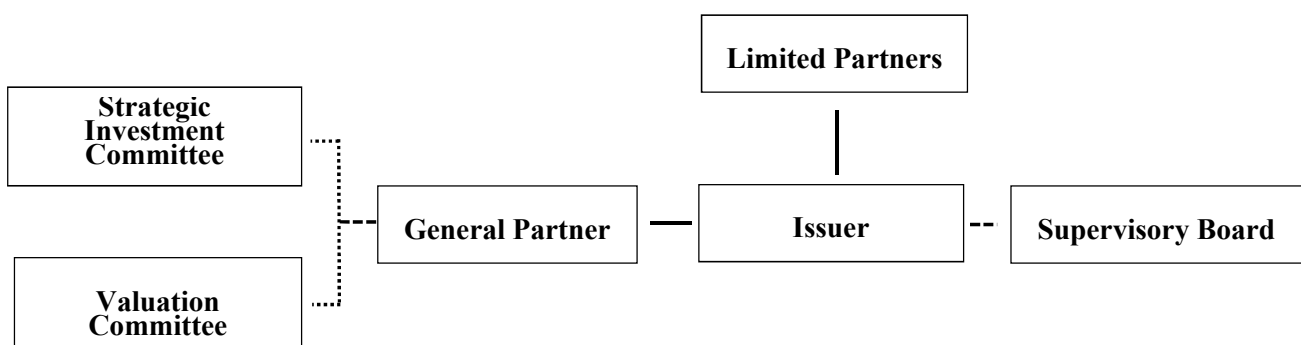
Composition and appointment of the Valuation Committee

The Valuation Committee comprises 5 members and 2 alternates, designated for a period of 5 years by the Supervisory Board of the Issuer.

Role of the Valuation Committee

The Valuation Committee is responsible for approving the annual revalued net asset and determining the value of shares of the Issuer.

The following simplified structure chart presents the governance structure of the Issuer:



*Limited Partners: Hold limited partner shares.
 General Partner: Hold general partner share and exercise management powers.
 Supervisory Board: Exercise a supervisory function over the General Partner.*

Strategic Investment Committee: Issuance of non-binding opinions and recommendations as per the investment/divestment decisions of the General Partner.

Valuation Committee: In charge of assessing the annual revalued net asset and determining the value of the shares of the Issuer.

The auditor (*réviseur d'entreprises*) of the Issuer is **BJNP AUDIT** with offices at 59 rue des Aubépines, L-1145 Luxembourg. The responsible partner is Mr. Jean-Nicolas LEGLISE acting as member of the *Institut des Réviseurs d'Entreprises* created by the law of 18 December 2009 on the audit profession.

The auditor was appointed on 30 June 2015.

The mandate of the auditor shall expire in June 2016.

8. Parallel investment vehicle and risk of conflict of interest

In addition to the Issuer, the General Partner also manages *inter alia* a parallel investment vehicle (i.e. an investment vehicle established and managed by the General Partner and/or its affiliate(s) which (i) pursues a similar investment strategy, (ii) and may intend to co-invest with the Issuer and (iii) is set up to address certain specific requirements of certain investors), as a result, Investors of the Issuer are therefore exposed to a risk of conflicts of interests to arise in such or other situations.

First, the General Partner is expected to continue to devote an amount of time to manage the parallel investment vehicle.

Second, conflicts of interests among the parallel investment vehicle and the Issuer may arise at the level of investments.

Third, given the similarity of investment strategies of the Issuer and the parallel investment vehicle, it is highly possible that the parallel investment vehicle may invest in companies which may be in competition with those invested by the Issuer for customers, power capacity or financing opportunities. Further, where transactions are subject to conflicts of interest, in particular where transactions are entered into between the Issuer and the General Partner and/or its affiliates, shareholders have no choice to prevent such transactions where they believe those are not in their or the Issuer's best interest. It cannot be assured that such conflict of interests will always be resolved in a manner that the Investors of the Issuer perceive to be in their best interest, which is in particular the case where the General Partner will need to balance divergent interests of the Issuer, the parallel investment vehicle and of its own. If such risk materializes, the ability of the Issuer to generate income may be adversely affected. As a result, profitability of the Issuer may be impaired leading to reduced returns to Investors.

The Issuer draws the attention of prospective Bondholders to the fact that such situation whereby a potential risk of conflict of interests has been identified by the Issuer, the General Partner with the shareholders of the Issuer which, for some of them are also the shareholders of the parallel investment vehicle, have voluntarily entered into a shareholders agreement in order to clearly align and to ensure a convergence of interests between these groups of shareholders and the Issuer as to mitigate such potential risk.

TAXATION

The following is a summary of the Issuer's understanding of current law and practice in Luxembourg relating to certain aspects of Luxembourg taxation. Prospective Bondholders should seek their own professional advice as to the consequences of holding or transferring the Bonds

Luxembourg Taxation

The following summary is of a general nature and is included herein solely for information purposes. It is based on the laws presently in force in Luxembourg, though it is not intended to be, nor should it be construed to be, legal or tax advice. Prospective investors in the Bonds should therefore consult their own professional advisers as to the effects of state, local or foreign laws, including Luxembourg tax law, to which they may be subject.

Withholding Tax

(i) Luxembourg Non-resident holders of Bonds

Under Luxembourg general tax laws currently in force, there is no withholding tax on payments of principal, premium or interest made to non-resident holders of Bonds, nor on accrued but unpaid interest in respect of the Bonds, nor is any Luxembourg withholding tax payable upon redemption or repurchase of the Bonds held by non-resident holders of Bonds.

(ii) Luxembourg Resident holders of Bonds

Under Luxembourg general tax laws currently in force and subject to the law of 23 December 2005, as amended (the **Relibi Law**), there is no withholding tax on payments of principal, premium or interest made to Luxembourg resident holders of Bonds, nor on accrued but unpaid interest in respect of Bonds, nor is any Luxembourg withholding tax payable upon redemption or repurchase of Bonds held by Luxembourg resident holders of Bonds.

Under the Relibi Law, payments of interest or similar income made or ascribed by a paying agent established in Luxembourg to an individual beneficial owner who is a resident of Luxembourg or to a residual entity (within the meaning of the laws of 21 June 2005 implementing the Council Directive 2003/48/EC of June 3, 2003 on taxation of savings income in the form of interest payments and ratifying the treaties entered into by Luxembourg and certain dependent and associated territories of EU Member States (the **Territories**), as amended) established in an EU Member State (other than Luxembourg) or one of the Territories and securing such payments for the benefit of such individual beneficial owner will be subject to a withholding tax of 10%. Such withholding tax will be in full discharge of income tax if the beneficial owner is an individual acting in the course of the management of his/her private wealth. Responsibility for the withholding of the tax will be assumed by the Luxembourg paying agent. Payments of interest under the Bonds coming within the scope of the Relibi Law will be subject to a withholding tax at a rate of 10%.

EU Savings Directive and the CRS Directive

Under the European Union Savings Directive (EU Council Directive 2003/48/EC dated 3 June 2003, as amended, the **EU Savings Directive**) on the taxation of savings income in the form of interest payments, each member state of the EU (**EU Member State**) had to require paying agents (within the meaning of such directive) established within its territory to provide to the competent authority of such EU Member State details of payments of interest or other similar income paid by a person within its jurisdiction to, or collected by such a person for, an individual resident or certain limited types of entity named residual entities (within the meaning of Article 4 (2) of the EU Savings Directive) established in another EU Member State. The competent

authority of the EU Member State of the paying agent was then required to communicate this information to the competent authority of the EU Member State of which the beneficial owner of the interest is a resident.

On 24 March 2014, the European Council adopted a Council Directive (the **Amending Directive**) amending and broadening the scope of the requirements described above. The Amending Directive required EU Member States to apply these new requirements from 1st January 2017.

The EU Savings Directive was however repealed by the European Council on 10 November 2015. This was to prevent overlap between the EU Savings Directive and a new automatic exchange of information regime implemented under Council directive 2014/107/EU dated 9 December 2014 on mandatory automatic exchange of information, imposing Common Reporting Standard (the **CRS Directive**) applicable throughout the EU since 1st January 2016.

The CRS Directive has been implemented in Luxembourg by the law of 18 December 2015 regarding the automatic exchange of information related to financial account in tax matters and applies since 1st January 2016.

The Financial Transactions Tax could apply to certain dealings in the Bonds.

On 14 February 2013, the European Commission has published a proposal (the **Commission's Proposal**) for a directive for a common financial transactions tax (**FTT**) in Belgium, Germany, Estonia, Greece, Spain, France, Italy, Austria, Portugal, Slovenia and Slovakia (the **Participating Member States**).

The Commission's Proposal has very broad scope and could, if introduced, apply to certain dealings in the Bonds (including secondary market transactions) in certain circumstances.

Under the Commission's Proposal, the FTT could apply in certain circumstances to persons both within and outside of the Participating Member States. Generally, it would apply to certain dealings in the Bonds where at least one party is a financial institution, and at least one party is established in a Participating Member State. A financial institution may be, or be deemed to be, "established" in a Participating Member State in a broad range of circumstances, including (a) by transacting with a person established in a Participating Member State or (b) where the financial instrument which is subject to the dealings is issued in a Participating Member State.

Joint statements issued by the Participating Member States indicate an intention to implement the FTT by 1st January 2016. However, the FTT proposal remains subject to negotiations between the Participating Member States and the scope of any such tax is uncertain. Additional EU Member States may decide to participate.

As a result, holders may be burdened with additional costs for the execution of transactions with the Bonds.

SUBSCRIPTION AND SALE

No action has been taken by the Issuer that would, or is intended to permit a public offer of the Bonds in any country or jurisdiction where any such action for that purpose is required.

Accordingly, the initial purchasers of the Bonds undertake that they will not, directly or indirectly, offer or sell any Bonds or distribute or publish to the public any prospectus, form of application, advertisement or other document or information in any country or jurisdiction except under circumstances that will, to the best of their knowledge and belief, result in compliance with any applicable laws and regulations and all offers and sales of Bonds by them will be made on the same terms.

The Bonds have not been and will not be registered under the Securities Act and are not subject to U.S. tax law requirements. The Bonds may not be offered, sold or delivered within the United States or to U.S. persons.

It is not foreseen by the Issuer any possibility to reduce subscriptions and to repay the excess amount paid by the applicant(s).

It is not foreseen by the Issuer any procedure to allow the applicants to exercise any right of pre-emption, negotiability of subscription rights or the treatment of subscription rights not exercised.

Subscriptions to the issuance of Bonds could occur on any Business Day prior to the Issue Date (the latter being included) or after the Issue Date on the basis of the supplement to the present prospectus.

RISK FACTORS

The Issuer believes that the following factors may affect its ability to fulfil its obligations under the Bonds. Most of these factors are contingencies which may or may not occur and the Issuer is not in a position to express a view on the likelihood of any such contingency occurring.

In addition, factors which are material for the purpose of assessing the market risks associated with the Bonds are described below.

The Issuer believes that the factors described below represent the principal risks inherent in investing in the Bonds, but the inability of the Issuer to pay interest, principal or other amounts on or in connection with the Bonds may occur for other reasons which may not be considered significant risks by the Issuer based on information currently available to it or which it may not currently be able to anticipate. Prospective investors should also read the detailed information set out elsewhere in this Prospectus and reach their own views prior to making any investment decision.

1. RISKS FACTORS RELATING TO THE ISSUER

1.1 No recourse against any directors and third parties

The recourse of the Investors is further limited to the assets of the Issuer. In case of any shortfall or otherwise, neither the directors of the Issuer, nor any contactor of the Issuer or any other third party have any obligations to make payments under the Bonds or otherwise to compensate the Bondholders for any unpaid amounts under the Bonds and conversely the Bondholders will have no claim, action or any other recourse towards the directors or contractors of the Issuer or any other third party.

1.2 Risks of conflict of interest

The directors of the Issuer or any advisor to the Issuer may also manage or advise, respectively, other companies with a similar corporate object or investment strategy as the Issuer. Such other companies may be in competition with the Issuer for customers, power capacity or financing opportunities. As a result, investors are therefore exposed to a risk of conflicts of interests to arise in such or other situations.

It cannot be assured that such conflict of interests will always be resolved in a manner that the investors perceive to be in their best interest. Any of these conflicts could have a material adverse effect on the Issuer's business, results or operations, financial conditions or prospects. If such risk materialises, the ability of the Issuer to generate income may be adversely affected. As a result, profitability of the Issuer may be impaired leading to reduced returns to investors.

1.3 Lack of management rights

Investors will not be permitted to take part in the management of the business of the Issuer or the underlying assets. Accordingly, the Investors will have no opportunity to control the day-to-day operation, including investment and disposal decisions of the Issuer.

Except in certain limited circumstances described in the key terms, the General Partner will have sole and absolute discretion in structuring, negotiating and purchasing, financing and eventually divesting investments for the account of the Issuer. Consequently, the Investors will generally not be able to evaluate for themselves the merits of particular investments prior to the Issuer's making such investments. Investors will not be able to make investment decisions on behalf of the Issuer nor will they have the opportunity to evaluate or approve specific assets prior to investing.

The management, financing, leasing and disposition policies of the Issuer and its policies with respect to certain other activities, including its distributions and operating policies, are determined by the General Partner. To the extent permitted by the Issuer's legal documentation and subject to the consent of the General Partner, these policies may be changed from time to time without a vote of the Investors, although the General Partner has no present intention to make any such changes. Any such changes could be detrimental to the Investor's interests.

1.4 Reliance on the General Partner

The success of the Issuer depends significantly on the efforts and abilities of the General Partner to evaluate investment opportunities. Although the General Partner will devote all efforts as reasonably required to implement the objectives of the Issuer, there can be no guaranties that suitable investments will be successful.

1.5 Reliance on key men

The successful investment and disposal of the Issuer's assets will depend, in part, upon the skills of, by the General Partner. Investors will not make any decisions with respect to the acquisition, disposition or other realisation of any investment or, except under certain limited circumstances, any other decisions regarding the Issuer's business and affairs.

There can be no assurance that professionals with the General Partner will remain with it throughout the life of the Issuer. Loss of any key men could have a material adverse effect on the potential performance of the Issuer. Whilst the General Partner employs an experienced team of skilled professionals, the roles of key men will be significant in the fortunes of the Issuer and their deaths, incapacity or unavailability for whatever reason may affect the Issuer's performance

1.6 Removal of General Partner by Limited Partners

The Issuer being incorporated under the form of a corporate partnership limited by shares (*société en commandite par actions*), there is a risk that the participation of Limited Partners into the management of the Issuer could lead for those Limited Partners to being exposed to an unlimited liability. It is unclear at present whether the removal of the General Partner would be regarded by a Luxembourg Court as an interference with the management of the Issuer.

Furthermore, please note that the removal of the General Partner will also entail potential negative consequences for the Issuer.

1.7 Nominee risk

Any Investor shall fully exercise his investor's rights directly against the Issuer only in the case where the Investor appears himself/herself and on his/her behalf in the register of the Partners of the Issuer. In the case where an Investor invests in the Issuer through an intermediary (i.e., a nominee) investing in the Issuer in his name but on behalf of the Investor, certain rights attached to the quality of bondholder shall only be exercised through this intermediary.

1.8 Investors' rights

Because the Permanent Global Bond is held by or on behalf of Euroclear and Clearstream, Luxembourg, investors will have to rely on their procedures for transfer, payment and communication with the Issuer. The Bonds will be represented by a Permanent Global Bond. The Permanent Global Bond will be deposited with a common depository for Euroclear and Clearstream, Luxembourg. Investors will not be entitled to receive definitive bonds. Euroclear and Clearstream, Luxembourg will maintain records of the beneficial interests in

the Permanent Global Bond. While the Bonds are represented by the Permanent Global Bond, investors will be able to trade their beneficial interests only through Euroclear and Clearstream, Luxembourg. The Issuer will discharge its principal and interest payment obligations under the Bonds by making payments to or to the order of the common depository of the Paying Agent for distribution to their account holders. A record of each payment made, distinguishing between payments of principal and payments of interest, shall be recorded pro rata upon the instruction of the Paying Agent, in the records held by the common depository and such registration in the record held by common depository shall be evidence that the payment has been made. A holder of a beneficial interest in a Permanent Global Bond must rely on the procedures of Euroclear and Clearstream, Luxembourg to receive payments under the Bonds. The Issuer has no responsibility or liability for the records relating to, or payments made in respect of, beneficial interests in the Permanent Global Bond. Holders of beneficial interests in the Permanent Global Bond may not have a direct right to vote in respect of the Bonds. Instead, such holders will be permitted to act only to the extent that they are enabled by Euroclear and Clearstream, Luxembourg to appoint appropriate proxies or representatives.

1.9 General risk in respect to the Issuer's financial situation

The Investors are in particular exposed to the risk that the Issuer may be unable to make timely payments or at all due to financial difficulties or insolvency. In such case, extensive additional costs may be incurred as a result of, for example initiating litigation, seizure or foreclosure or other actions to recover the outstanding amounts. If any such risk materialises, profitability of the Bond may be impaired leading to reduced returns to investors and in the worst case scenario to a total loss of their investment.

1.10 Financial position dependant in part on performance or financial indebtedness of subsidiaries

As top parent (holding) company of the group, the Issuer's financial position depends in part on the financial position and operating performance of its subsidiaries as well as their respective level of financial indebtedness. An excessive level of financial indebtedness at the level of the subsidiaries of the Issuer may affect the financial situation of the Issuer and its ability to satisfy its obligations under the present issuance of Bonds.

1.11 Absence of rating

The Bonds and the Issuer not being rated, the assessment of the Issuer's ability to comply with its payment obligations under the Bonds is made more complex for investors. A rating or the absence of a rating is not a recommendation to buy, sell or hold securities.

2. RISKS FACTORS RELATING TO ITS BUSINESS AND ACTIVITIES

GENERIC RISKS FACTORS

2.1 Investment objective and target return

The Issuer will make investments based on the General Partner's estimates or projections of internal rates of return. The Investors have no assurance that actual internal rates of return will equal or exceed the stated targeted return to the Partners.

The Issuer, in seeking to achieve the projected internal rate of return, expects to invest in a wide variety of private equity assets. The General Partner, in its absolute discretion, may invest in an investment whose individual expected return is less than the target return where the General Partner deems it appropriate in light of the existing or future investments of the Issuer to make such investment to ensure a diversification of risk for the Issuer as a whole. Accordingly, for the avoidance of doubt, the statement of the Issuer's target return

does not oblige, and is not a representation, that the General Partner will only make investments whose individual expected returns are in excess of the target return.

The General Partner or any advisor thereto can give no guarantee as to future performance of, or future return from, the Issuer. An Investor may not get back the entire amount he has invested.

2.2 Difficulty of sourcing and securing suitable investments

The activity of identifying, completing and realising attractive private equity related investments has from time to time been highly competitive, and involves a high degree of uncertainty. The Issuer will be competing for investment opportunities with other private equity investment vehicles, as well as individuals, financial institutions (such as mortgage banks, pension funds and investment trusts) and other institutional investors, which may have greater economic and personnel resources than the Issuer or better relationships with vendors, lenders and others.

Whilst the General Partner is well placed to deliver the strategy, there is no assurance that the Issuer will be able to locate and complete investments that satisfy its target internal rate of return or realise upon their values or that it will be able to fully invest its available capital.

2.3 Limited diversity

Investors have no assurance as to the degree of diversification in the Issuer's investments, either by geographic region or asset type. In addition, in transactions where the General Partner intends to refinance all or a portion of the capital invested, there will be a risk that such refinancing may not be completed, which could lead to increased risk as a result of the Issuer having an unintended long term investment and/or reduced diversification.

2.4 Contingent liabilities on disposition of investments

In connection with the disposal of an investment, the Issuer may be required to make certain representations about the business and financial affairs of such investment typical of those made in connection with the sale of the investment. The Issuer may also be required to indemnify the purchasers of such investment against losses to the extent that any such representations are inaccurate. These arrangements may result in the incurrence of contingent liabilities for which the General Partner may establish reserves or escrows to meet such a contingency or which might ultimately have to be funded by the Investors before or after the termination of the Issuer.

2.5 Hedging policy

In connection with the financing of certain investments, the Issuer may employ hedging techniques designed to protect the Issuer against adverse movements in currency and/or interest rates. While such transactions may reduce certain risks, such transactions themselves may entail certain other risks. While the Issuer may benefit from the use of these hedging mechanisms, unanticipated changes in currency exchange or interest rates may result in a poorer overall performance for the Issuer than if it had not entered into such hedging transactions.

2.6 Investments with third parties

In limited cases, the Issuer may co-invest with third parties through partnerships, joint ventures or other entities. In such circumstances, the Issuer may have a non-controlling interest in certain investments. The risks inherent in connection with third party involvement in an investment include the possibility that a third party partner or investor may not be financially able to continue an investment or default on an investment resulting in a negative impact on the investment may have economic or business interests or goals which are

inconsistent with those of the Issuer or may be in a position to take action contrary to the Issuer's investment strategy.

In addition, the Issuer may in certain circumstances be liable for the actions of its third party partners or co-venturers. Investments made with third parties in joint ventures or other entities may involve carried interests and/or other fees payable to such third-party partners or co-investors.

2.7 Valuation risk

Private equity and holding companies may be inherently difficult to value. Valuations may be, to a degree, based upon the subjective approach of the valuer involved. As a result, valuations may be subject to substantial uncertainty. There can be no certainty regarding the future performance of these assets. There is no assurance that the estimates resulting from the valuation process will reflect the actual sale price even where such sales occur shortly after the valuation date. The value of private equity interest can go down as well as up. A valuation is not a guarantee of a realisable price.

2.8 Indemnification

The General Partner and the Issuer generally will not be held liable with respect to their actions or inactions unless they constitute fraud, wilful misconduct, gross negligence or reckless disregard of duties.

The Issuer will be required to indemnify the General Partner and its members, employees, officers, directors, managers, agents, partners and other affiliates, and any other person who serves at the request of the General Partner for the account of the Issuer as an officer, director, manager, partner, employee or agent of any other entity, for liabilities incurred in connection with the affairs of the Issuer. The indemnification obligation of the Issuer would be payable from the assets of the Issuer, including commitments.

SPECIFIC RISKS FACTORS

At the date of the Prospectus, the composition of the portfolio of assets of the Issuer is mainly composed of interests in unlisted companies active in the following sectors: telecom, healthcare, fashion/e-commerce, dermatology and cosmetic, real time road information industry and tourism activities. The main risk factors closely related to the above-mentioned sectors are set out under this section.

2.9 Real-time road information sector

Regulatory decisions and changes in the regulatory environment could adversely affect the providers of real-time information industry.

Regulatory decisions and changes in the regulatory environment could adversely affect the real time road information industry as the operator must rely and comply on an extensive range of requirements that regulate and supervise the licensing, construction and operation of real-time road information devices and services. Decisions by regulators regarding the change of the regulatory framework may adversely affect the future operations of operators and may ultimately lead to a reduction concerning the use of these devices and the revenues of the operators.

Increased competition may reduce the market share and revenues.

Providers of real time road information face intensifying competition and the ability to compete effectively will depend on, among other things, our network quality, capacity and coverage, pricing of services and equipment, quality of customer service, development of new and enhanced products and services in response to customer demands and changing technology, reach and quality of sales and distribution channels and capital

resources. Competition could lead to a reduction in the rate at which we add new customers, declines in the prices and revenues, a decrease in the size of the market share as customers choose to receive from other providers.

2.10 Telecom industry

Regulatory decisions and changes in the regulatory environment could adversely affect the operators or their providers in the telecom industry.

Operators or their providers must comply with an extensive range of requirements that regulate and supervise the licensing, construction and operation of our telecommunications networks, devices and services. In particular, there are agencies which regulate, supervise and enforce regulation and competition laws which apply to the telecommunications industry. Decisions by regulators regarding the granting, amendment or renewal of licences or technical requirements, to operators or their providers, could adversely affect the future operations. In addition, other changes in the regulatory environment concerning the use of telecom devices may lead to a reduction in the usage of the telecommunication devices or services or otherwise adversely affect operators or their providers. Additionally, decisions by regulators and new legislation, could affect the pricing for, or adversely affect the revenue from, the services offer by operators or their providers.

Business would be adversely affected by the non-supply of equipment and support services by a major supplier.

Operators or their providers rely on network infrastructure and other equipment, as well as network-related and other significant support services, from third party suppliers. The withdrawal or removal from the market of one or more of these major third party suppliers could adversely affect the operations or services and could require operators or their providers to make additional capital or operational expenditures.

Business could be adversely affected by disruptions of telecommunications networks.

Operators or their providers may be dependent on the secure operation of telecommunications networks and attacks on critical infrastructure, or disruption of networks caused by other factors beyond control. As the importance of mobile communication in everyday life, as well as during times of crisis, increases and the volume of personal and business data being communicated and stored by network operators grows, organisations and individuals look to operators or their providers to maintain service and protect sensitive information. Any significant interruption in service or in the ability to protect sensitive information, whether caused by acts of terrorism, industrial action, natural disasters, political unrest or otherwise, could have a material adverse effect on operators or their providers' revenue and reputation.

Business may be impaired by actual or perceived health risks associated with the transmission of radio waves from mobile telephones, transmitters and associated equipment.

Concerns have been expressed that the electromagnetic signals emitted by telecommunication devices and handsets and base stations may pose health risks at exposure levels below existing guideline levels and may interfere with the operation of electronic equipment. In the event of national governments responding to public concern with the imposition of more stringent exposure limits, the costs may be increased. While operators or their providers are not aware that such health risks have been substantiated, there can be no assurance that the actual or perceived risks associated with radio wave transmission will not impair the ability to retain customers and attract new customers, reduce telecommunications usage or result in further litigation. In such event, operators or their providers results of operations may be more adversely affected.

Expected benefits from investment in networks, licenses and new technology may not be realised.

Operators or their providers made substantial investments in the acquisition of licences and telecommunications networks. Operators or their providers are expected to continue to make significant investments in networks due to increased usage and the need to offer new services and greater functionality afforded by new or evolving telecommunications technologies. There can be no assurance that the introduction of new services will proceed according to anticipated schedules or that the level of demand for new services will justify the cost of setting up and providing new services. Failure or a delay in the completion of networks and the launch of new services, or increases in the associated costs, could have a material adverse effect on the operations and revenues.

Increased competition may reduce the market share and revenues.

Operators or their providers face intensifying competition and the ability to compete effectively will depend on, among other things, our network quality, capacity and coverage, pricing of services and equipment, quality of customer service, development of new and enhanced products and services in response to customer demands and changing technology, reach and quality of sales and distribution channels and capital resources. Competition could lead to a reduction in the rate at which we add new customers, declines in the prices and revenues, a decrease in the size of the market share as customers choose to receive telecommunications services or other competing services from other providers.

Operators or their providers may experience a decline in revenue or profitability notwithstanding their efforts to increase revenue from the introduction of new services.

We may not be able to introduce these new services commercially or may experience significant delays due to supply, technical, regulatory or commercial problems. In addition, even if these services are introduced in accordance with expected time schedules, there is no assurance that revenue from such services will increase the turn-over or maintain profit margins.

2.11 Fashion and e-commerce industry

Highly competitive environments that are subject to rapid change.

The Issuer has an indirect exposure to the competitive fashion tradeshow sector. The fashion tradeshow sector is subject to particular risks, for example, certain tradeshows will compete directly with rival fashion events that are held in the same city and at the same time as these events. The direct competitive pressure applied by rival events may lead to pricing pressure on certain events, reducing profit margins and cash flows.

Expansion of international operations will require management attention and resources, involves additional risks, and may be unsuccessful, which could harm future business development and existing domestic operations.

International expansion represents a significant growth opportunity. Expansion into other international markets in order to grow the business will require significant management attention and resources and adjustment to conform to different local cultures, standards and regulations, and the products offered may not appeal to customers in the same manner, if at all, in other geographies. There is an exposition to competition with local companies which understand the local market better and/or may have greater brand recognition. In addition, to deliver satisfactory performance for customers in international locations, it may be necessary to locate physical facilities, such as consolidation centers, in foreign markets, and we may have to invest in these facilities before it is determined whether or not foreign operations are successful. International expansion may not be successful in generating net revenue from foreign operations. Furthermore, different privacy, censorship, liability, intellectual property and other laws and regulations in foreign countries may cause our business, financial condition and operating results to be materially adversely affected.

System interruptions that impair customer access to our sites or other performance failures in technology infrastructures could damage business, reputation and brand and substantially harm the business and results of operations.

The satisfactory performance, reliability and availability of the sites, transaction processing systems and technology infrastructure are critical to the e-commerce provider reputation and its ability to acquire and retain customers, as well as maintain adequate customer service levels. If the main facility where substantially all of the computer and communications hardware is located fails, or if an e-commerce platform suffers an interruption or degradation of services at its main facility, the e-commerce provider could lose customer data and miss order fulfillment deadlines, which could harm its business. The systems and operations are vulnerable to damage or interruption from fire, flood, power loss, telecommunications failure, terrorist attacks, cyber-attacks, data loss, acts of war, break-ins, earthquake and similar events. Any slowdown or failure of the sites and the underlying technology infrastructure could harm our business, reputation and the ability to acquire, retain and serve customers, which could materially adversely affect the results of operations.

Highly competitive environment and competition as a threat to the success of business.

The e-commerce business is rapidly evolving and intensely competitive with many competitors in different industries. Competition in e-commerce is expected to continue to increase. The ability to compete successfully depends upon many factors both within and beyond our control, including:

- the size and composition of the customer base;
- the number of suppliers and products featured on the sites;
- the selling and marketing efforts;
- the quality, price and reliability of products offered;
- the convenience of the shopping experience;
- the ability to distribute products and manage the operations; and
- the reputation and brand strength.

Current competitors and potential competitors may have, longer operating histories, greater brand recognition, larger fulfillment infrastructures, greater technical capabilities, faster and less costly shipping, significantly greater financial, marketing and other resources and larger customer bases.

Product liability claims if people or property are harmed by the products sold.

Some of the products sold on an e-commerce platform may expose to product liability claims and litigation or regulatory action relating to personal injury, death or environmental or property damage.

Risks associated with the suppliers of products.

An e-commerce platform depends on its ability to provide to customers with a wide range of products from qualified suppliers in a timely and efficient manner. Political and economic instability, the financial stability of suppliers, suppliers' ability to meet the standards, labor problems experienced by suppliers, the availability of raw materials, change of regulatory environment, merchandise quality issues, currency exchange rates, transport availability and cost, transport security, inflation, and other factors relating to the suppliers are beyond our control. There can be no assurance that the current suppliers will continue to seek to sell to an e-commerce platform products on current terms or that the e-commerce platform is able to establish new or otherwise extend current supply relationships to ensure product acquisitions in a timely and efficient manner and on acceptable commercial terms.

Risks related to online payment methods.

Various methods of payment are accepted by e-commerce platform, including credit card, debit card, PayPal and gift cards. E-commerce platforms are subject to additional regulations, interchange and other fees,

compliance requirements and fraud, payment card association operating rules and certification requirements and rules governing electronic funds transfers, which could change or be reinterpreted to make it difficult or impossible for us to comply. If an e-commerce platform fails to comply with the rules or requirements of any provider of a payment method accepted, if the volume of fraud in the transactions limits or terminates the rights to use payment methods, or if a data breach occurs relating to the payment systems, e-commerce platform may, among other things, be subject to fines or higher transaction fees and may lose, or face restrictions placed upon, the ability to accept credit card and debit card payments from consumers or facilitate other types of online payments. If any of these events were to occur, our business, financial condition and operating results could be materially adversely affected.

2.12 Dermatology and cosmetic industry

The beauty business is highly competitive and inability to compete effectively will damage results.

Companies face vigorous competition from other companies throughout the world, including large multinational consumer products companies. Some of the competitors have greater resources and may be able to respond more effectively to changing business and economic conditions. Most of the products compete with other widely advertised brands within each product segment. Competition in the beauty business is based on pricing of products, quality of products and packaging, perceived value and quality of brands, innovation, in-store presence and visibility, promotional activities, advertising, editorials, e-commerce and mobile-commerce initiatives and other activities. In addition, further technological breakthroughs, new product offerings by competitors, and the strength and success of competitors' marketing programs may impede growth and the implementation of the business strategy. Ability to compete also depends on the continued strength of products, both power brands and other brands, growth and innovation in cosmetics and growth in skin & body care, the success of the branding, innovation and execution strategies, the ability to acquire or enter into new licenses and to continue to act as licensee of choice for various brands, the continued diversity of product offerings to help to compete effectively, the successful management of new product introductions and innovations, the success in entering new markets and expanding the business in existing geographies, the success of any future acquisitions and our ability to protect the intellectual property. If a company is unable to continue to compete effectively on a global basis, it could have an adverse impact on business, results of operations and financial condition.

Rapid changes in market trends and consumer preferences could adversely affect financial results.

Continued success depends on the ability to anticipate, gauge and react in a timely and cost-effective manner to industry trends and changes in consumer preferences for cosmetics and skin & body care products, consumer attitudes toward the industry and brands and in where and how consumers shop for those products. A company must continually work to develop, produce and market new products, maintain and enhance the recognition of its brands, achieve a favorable mix of products and refine its approach as to how and where we market and sell the products. Net revenues and margins on beauty products tend to decline as they advance in their life cycles, so revenues and margins could suffer if a company does not successfully and continuously develop new products. While considerable effort is devoted and resources to shape, analyze and respond to consumer preferences, consumer tastes cannot be predicted with certainty and can change rapidly.

Changes in laws, regulations and policies that may adversely affect financial results.

The companies active in the dermatology and cosmetic industry are subject to numerous laws, regulations and policies. Changes in the laws, regulations and policies, including the interpretation or enforcement thereof, that affect, or will affect, business or products, including changes in accounting standards, tax laws and regulations, environmental or climate change laws, restrictions or requirements related to product content, labeling and packaging, regulations or accords, trade rules and customs regulations, and the outcome and expense of legal or regulatory proceedings, and any action we may take as a result, could adversely affect their financial results.

Failure to protect the reputation could have a material adverse effect on our brand images.

The ability to maintain the reputation is critical to brand images. Reputation could be jeopardized if a company fails to maintain high standards for merchandise quality and integrity or if it does not comply with regulations or accepted practices. Any negative publicity about these types of concerns may reduce demand for the merchandise. Failure to comply with ethical, social, product, labor and environmental standards, or related political considerations, such as animal testing, could also jeopardize the reputation and potentially lead to various adverse consumer actions, including boycotts. Failure to comply with local laws and regulations, to maintain an effective system of internal controls or to provide accurate and timely financial statement information could also hurt the reputation.

2.13 Tourism industry

Market risk.

The tourism and the travel industries are subject to consumer preferences and tastes. Demand for the product and service offerings within these businesses can be impacted by the following factors:

- The level of activity in the travel and tourism industries in specific regions;
- Climate conditions, e.g. drought and unseasonably warm or cold weather;
- Unpredictable changes in consumer preferences, which can result in some existing product and service offerings becoming less popular; and
- National and international economic, social, politics conditions, including those factors affecting travel and tourism such as economic and geopolitical events like diseases, strikes, currencies fluctuations, general economic downturn, wars, act of terrorism etc..

Any of the above factors, either individually or in combination, may materially reduce the demand for the product or services offered a company having developed tourism and travel activities and which could have a material adverse effect on future financial performance and position.

Risks from any changes in the regulatory environment.

A company's business related with tourism and travel activities is subject to various regulations. The regulatory environment in which such a company operates may change. Regulatory changes caused by political, economic, technical and/or environmental factors could significantly impact the company's operations by restricting the development of the company or its customers, restricting operations and sales of the company's services and products or increasing the potential for additional competition. A company may deem it necessary or advisable to modify its operations in order to operate in compliance with such regulations, which may have a material adverse effect on the company's business prospects, results of operations and financial condition.

2.14 Healthcare Services industry

Risks from any changes in the regulatory environment.

The healthcare industry is heavily regulated and new laws or regulations, changes to existing laws or regulations, loss of licensure or failure to obtain licensure may have a material adverse effect on the company's business prospects, results of operations and financial condition.

Adverse trends in the healthcare services industry

Adverse trends in healthcare provider operations may negatively affect a company with an exposure to the healthcare services. Currently the healthcare industry is currently experiencing:

- Changes in the demand for and methods of delivering healthcare services;
- Changes in third party reimbursement policies;
- Significant unused capacity in certain areas, which has created substantial competition for patients among healthcare providers in those areas;
- Increased expense for uninsured patients;
- Increased liability insurance expense;
- Continued pressure by the private and governmental payors to reduce payments to providers of service;
- Increased scrutiny of billing, referral and other practices by federal and state authorities;
- Changes in state healthcare program payment models; and
- Increased emphasis on compliance with privacy and security requirements related to personal health information.

These factors may adversely affect the economic performance of a company with an exposure to the healthcare industry in particular reductions in reimbursement from third party payors, could adversely affect the profitability of such a company.

Competitive environment.

Healthcare service providers face competition for the acquisition of medical office buildings, hospitals, skilled nursing facilities, senior housing and other healthcare-related facilities, which may impede the ability to make acquisitions or may increase the cost of these acquisitions and may reduce our profitability and could cause to experience a lower profitability.

3. RISK FACTORS RELATING TO THE BONDS

3.1 The Bonds may not be a suitable investment for all investors

Each potential investor in the Bonds must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the Bonds, the merits and risks of investing in the Bonds and the information contained or incorporated by reference in this Prospectus or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the Bonds and the impact the Bonds will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the Bonds, including where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the Bonds and be familiar with the behaviour of any relevant financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

3.2 No surety or guarantee

The Issuer will be solely responsible for the Bonds issued by it. They will not be guaranteed by, nor be the

responsibility of, any other entity. The Bonds are further unsecured and investors do hence not have the benefit of any mortgage, charge, pledge, lien or any other security interest with regard to the Issuer's payment obligations under the Bonds.

3.3 Bonds subject to optional redemption by the Issuer

The Bonds contain an optional redemption feature, which is likely to limit their market value. During any period when the Issuer may elect to redeem the Bonds, the market value of the Bonds generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period.

The Issuer may be expected to redeem the Bonds when its cost of borrowing is lower than the interest rate on the Bonds. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Bonds being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.

3.4 Risks related to the Bonds generally

EU Savings Directive and CRS Directive

Under the EU Savings Directive, Member States were required to provide to the tax authorities of another Member State details of payments of interest (or similar income) paid by a person within its jurisdiction to an individual resident in that other Member State.

Luxembourg, Austria and Belgium have been allowed to apply savings withholding tax instead of exchange of information during a transitional period. Belgium and Luxembourg have already abandoned the transitional withholding tax system and have switched to automatic exchange of information.

Austria remains the last Member State which still operates a withholding tax system in relation to payment of interest paid by a person within its jurisdiction to an individual resident in that other Member State.

If a payment were to be made or collected through a Member State which has opted for a withholding system and an amount of, or in respect of tax were to be withheld from that payment, neither the Issuer nor any Paying Agent nor any other person would be obliged to pay additional amounts with respect to any Bond as a result of the imposition of such withholding tax.

The EU Savings Directive was repealed by the European Council on 10 November 2015. This was to prevent overlap between the EU Savings Directive and the CRS Directive applicable throughout the EU since 1st January 2016.

However, as Austria was allowed to apply CRS Directive one year later than all other Member States, certain transitional provisions will apply in Austria regarding the phasing out of the EU Savings Directive.

Change of law

The conditions of the Bonds are based on Luxembourg law in effect as at the date of this Prospectus. No assurance can be given as to the impact of any possible judicial decision or change to Luxembourg law or administrative practice after the date of this Prospectus.

3.5 Risks related to the market generally

The secondary market generally

The Bonds may have no established trading market when issued, and one may never develop. If a market does develop, it may not be very liquid. Therefore, investors may not be able to sell their Bonds easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market.

Exchange rate risks and exchange controls

The Issuer will pay principal and interest on the Bonds in euro. This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the **Investor's Currency**) other than euro. These include the risk that exchange rates may significantly change (including changes due to devaluation of euro or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Specified Currency would decrease (1) the Investor's Currency-equivalent yield on the Bonds, (2) the Investor's Currency-equivalent value of the principal payable on the Bonds and (3) the Investor's Currency-equivalent market value of the Bonds.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Interest rate risks

Investment in the Bonds involves the risk that subsequent changes in market interest rates may adversely affect the value of them.

3.6 Legal investment considerations may restrict certain investments

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent (1) the Bonds are legal investments for him, (2) the Bonds can be used as collateral for various types of borrowing and (3) other restrictions apply to its purchase or pledge of the Bonds. Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of the Bonds under any applicable risk-based capital or similar rules.

GENERAL INFORMATION

Authorisation

1. The issue of the Bonds was duly authorised by a resolution of the General Partner dated 10 March 2016.

Listing and Admission to Trading

2. Application has been made to the Luxembourg Stock Exchange in its capacity as market operator of Euro MTF under the Luxembourg law of 13 July 2007 relating to market in financial instruments (*loi relative aux marchés d'instruments financiers*) for the Bonds to be admitted to the Official List of the Luxembourg Stock Exchange and for admission to trading on the Euro MTF. The Euro MTF is not a regulated market for the purposes of the Markets in Financial Instruments Directive.

No additional or previous issuance(s) of bonds whether by way of public offering or private placement on a capital market in Luxembourg or abroad by the Issuer has been conducted at the date of the present prospectus.

Clearing System and delivery of the Bonds

3. The Bonds have been accepted for clearing and settlement through Euroclear and/or Clearstream, Luxembourg. Euroclear and/or Clearstream, Luxembourg are the entities in charge of keeping the records. The ISIN for this issue is **XS138238717** and the Common Code is **138238717**.

The address of Euroclear is Euroclear Bank SA/NV, 1 Boulevard du Roi Albert II, B-1210 Brussels and the address of Clearstream, Luxembourg is Clearstream Banking, 42 Avenue JF Kennedy, L-1855 Luxembourg.

The Bonds shall be delivered through the Clearing Systems on the Issue Date.

Trustee of the Issuance

4. No trustee or any third party acting as representative of the Bondholders has been appointed by the Issuer for the issuance of the Bonds.

No Significant negative change

5. On 12 January 2016, the Issuer contributed to the increase of capital of Santé Cie Holding (see Section 5) which is the holding entity of IP Santé. Santé Cie Holding has proceeded to an acquisition of the AMS group for an amount of circa €63 Million (The AMS group was founded in 1994 is a leading provider of home healthcare services with a diversified set of services (respiratory care, insulin therapy, perfusions and nutrition, etc.). IP Santé and AMS group has now entered into a merger process to consolidate the range of services, the overall number of patients and agencies as well as the geographical coverage of its services on the French territory of IP Santé. The global turnover of IP Santé will be therefore increased to €130 Million. The acquisition was entirely carried out by the mobilisation of the funds of the Issuer presented on the balance sheet as of 31st December 2015. The acquisition has therefore not resulted in the increase of the level of indebtedness of the Issuer and consequently there has been no significant negative change as per the financial situation of the Issuer since 31st December 2015.

Future Commitments

6. As of the date of the Prospectus, the Issuer is not exposed to any further commitment regarding investments or future transaction(s) to which the Issuer shall be part of. For the avoidance of doubt, the proceeds of the issuance shall not be employed for a predefined transaction or acquisition of interests as of the date of the Prospectus.

Litigation

7. The Issuer is not or has not been involved in any governmental, legal or arbitration proceedings (including any proceedings which are pending or threatened of which the Issuer is aware) in the 12 months preceding the date of this Prospectus which may have or have in such period had a significant effect on the financial position or profitability of the Issuer or the Issuer's group.

Documents Available

8. Copies of the following documents will be available free of charge from the specified offices of the Paying Agent in Luxembourg and at the registered office of the Issuer for so long as any of the Bonds remains outstanding:
 - a) the articles of association of the Issuer;
 - b) the consolidated annual financial statements of the Issuer (IFRS standards);
 - c) the Paying Agency Agreement.

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