

MEMORIAL

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Luxembourg



MEMORIAL

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RECUEIL DES SOCIÉTÉS ET ASSOCIATIONS

Le présent recueil contient les publications prévues par la loi modifiée du 10 août 1915 concernant les sociétés commerciales et par la loi modifiée du 21 avril 1928 sur les associations et les fondations sans but lucratif.

C — N° 579

18 mars 2010

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TNA Consulting S.A., Société Anonyme.

Siège social: L-2330 Luxembourg, 128, boulevard de la Pétrusse.

R.C.S. Luxembourg B 51.401.

Le bilan au 31/12/2007 a été déposé au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg.

Signature.

Référence de publication: 2010025644/10.

(100020941) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2010.

CitCor Franconia Berlin VI S.à r.l., Société à responsabilité limitée unipersonnelle.

Siège social: L-2340 Luxembourg, 14-16, rue Philippe II.

R.C.S. Luxembourg B 130.171.

Les comptes annuels au 31 décembre 2007 ont été déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg Corporation Company S.A.

Gérant

Signatures

Référence de publication: 2010025650/12.

(100020992) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2010.

CitCor Franconia Berlin V S.à r.l., Société à responsabilité limitée unipersonnelle.

Siège social: L-2340 Luxembourg, 14-16, rue Philippe II.

R.C.S. Luxembourg B 130.167.

Les comptes annuels au 31 décembre 2007 ont été déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg Corporation Company S.A.

Gérant

Signatures

Référence de publication: 2010025651/12.

(100020990) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2010.

I.C.I. Group Lux, Insurance, Consulting, Investment Group Luxembourg, Société Anonyme.

Siège social: L-9911 Troisvierges, 2, rue de Wilwerdange.

R.C.S. Luxembourg B 118.815.

Les comptes annuels au 31/12/2008 ont été déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Troisvierges, le 23/10/2009.

Référence de publication: 2010026152/10.

(100022337) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

I.E.T.M., Société à responsabilité limitée.

Siège social: L-9753 Heinerscheid, 10, Kierchestrooss.

R.C.S. Luxembourg B 91.835.

Les comptes annuels au 30/06/2009 ont été déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Heinerscheid, le 31/01/2010.

Référence de publication: 2010026153/10.

(100022335) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

Prime Target S.A., Société Anonyme.

Siège social: L-1371 Luxembourg, 7, Val Sainte Croix.

R.C.S. Luxembourg B 48.030.

Les comptes annuels au 30 juin 2008 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2010026124/10.

(100022302) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

PEPPI S.A., Société Anonyme.

Siège social: L-1628 Luxembourg, 1, rue des Glacis.

R.C.S. Luxembourg B 103.677.

Le bilan au 31 décembre 2008 a été déposé au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Pour la société

Signature

Référence de publication: 2010026125/11.

(100021838) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

May Fixation S.à.r.l., Société à responsabilité limitée.

Siège social: L-7513 Mersch, 2, rue d'Arlon.

R.C.S. Luxembourg B 82.051.

Le bilan au 31.12.2007 a été déposé au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 11 février 2010.

Bureau Comptable

Krieger Jean-Claude

Référence de publication: 2010026131/12.

(100021960) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

Grossfeld PAP, Société Anonyme.

Siège social: L-2530 Luxembourg, 10B, rue Henri M. Schnadt.

R.C.S. Luxembourg B 107.683.

Les comptes annuels au 31 décembre 2008 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2010026248/10.

(100021804) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

DELFILUX, Financière Louis Delhaize Luxembourg S.A., Société Anonyme.

Siège social: L-2210 Luxembourg, 54, boulevard Napoléon 1er.

R.C.S. Luxembourg B 21.807.

Les comptes annuels au 31.12.2008 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2010026246/10.

(100021796) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

TPL Aschersleben S.à r.l., Société à responsabilité limitée.**Capital social: EUR 12.500,00.**

Siège social: L-1882 Luxembourg, 5, rue Guillaume Kroll.
R.C.S. Luxembourg B 123.095.

Les comptes annuels au 30 septembre 2008 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 8 février 2010.
Référence de publication: 2010026256/11.
(100022320) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

Mahevia S.A., Société Anonyme.

Siège social: L-3569 Dudelange, 96, rue Tattenberg.
R.C.S. Luxembourg B 79.805.

Les comptes annuels au 31/12/2008 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 10/02/2010.
G.T. Experts Comptables Sàrl
Luxembourg
Signature
Référence de publication: 2010026254/13.
(100021847) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

CR Entertainment S.A., Société Anonyme.

Siège social: L-2132 Luxembourg, 2-4, avenue Marie-Thérèse.
R.C.S. Luxembourg B 100.720.

Le bilan au 31 décembre 2009 a été enregistré et déposé au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 09.02.10. Signature.
Référence de publication: 2010026244/10.
(100021775) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

Saios Technologies Holding S.A., Société Anonyme.

Siège social: L-2557 Luxembourg, 9, rue Robert Stümper.
R.C.S. Luxembourg B 64.596.

En date du 8 février 2010, le siège social de la société a été transféré à L-2557 Luxembourg, 9, rue Robert Stumper.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Saios Technologies Holding SA
Référence de publication: 2010025872/10.
(100021726) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

Prince Charles S.à r.l., Société à responsabilité limitée.

Siège social: L-2557 Luxembourg, 9, rue Robert Stümper.
R.C.S. Luxembourg B 94.094.

En date du 8 février 2010, le siège social de la société a été transféré à L-2557 Luxembourg, 9, rue Robert Stumper.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Pour Prince Charles S.à r.l.
Référence de publication: 2010025871/10.
(100021723) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

PT Holding S.A., Packaging Technology Holding S.A., Société Anonyme Holding.

Siège social: L-2213 Luxembourg, 16, rue de Nassau.

R.C.S. Luxembourg B 59.671.

Les comptes annuels au 31/12/2008 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

A.T.T.C. Management s.à r.l. / A.T.T.C. Directors s.à r.l.

Administrateur / Administrateur

Edward Patteet / J.P. Van Keymeulen

Administrateur-délégué / Administrateur-délégué

Référence de publication: 2010026252/13.

(100021815) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

A.T.T.C. Registrars S.à r.l., Société à responsabilité limitée.

Siège social: L-2213 Luxembourg, 16, rue de Nassau.

R.C.S. Luxembourg B 89.729.

Les comptes annuels au 31/12/2009 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Van Hoek Marc

Le Gérant

Référence de publication: 2010026250/11.

(100021813) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

TPL Bad Aibling S.à r.l., Société à responsabilité limitée.**Capital social: EUR 12.500,00.**

Siège social: L-1882 Luxembourg, 5, rue Guillaume Kroll.

R.C.S. Luxembourg B 123.065.

Les comptes annuels au 30 septembre 2008 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 8 février 2010.

Référence de publication: 2010026247/11.

(100022322) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

Galanium Spf S.A., Société Anonyme - Société de Gestion de Patrimoine Familial.

Siège social: L-1750 Luxembourg, 62, avenue Victor Hugo.

R.C.S. Luxembourg B 48.456.

Les comptes annuels au 31 décembre 2009 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2010025593/10.

(100021139) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2010.

AC Concept, Société à responsabilité limitée.

Siège social: L-8069 Strassen, 32, rue de l'Industrie.

R.C.S. Luxembourg B 120.375.

Le bilan clôturé au 31.12.2007 a été déposé au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2010025606/9.

(100021506) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2010.

Cegetel Holdings I B.V., Société à responsabilité limitée.

Capital social: EUR 33.511,50.

Siège de direction effectif: L-1130 Luxembourg, 37, rue d'Anvers.

R.C.S. Luxembourg B 92.158.

In the year two thousand and nine, on the twenty-second day of December.

Before us, Maître Carlo WERSANDT, notary, residing in Luxembourg, Grand-Duchy of Luxembourg,

the shareholders of Cegetel Holdings I B.V., a "société à responsabilité limitée" (private limited company), having its registered office in L-1130 Luxembourg, 37, Rue d'Anvers, registered with the Luxembourg Trade and Companies Register under the number B 92158 (the "Company"), incorporated under the form of a société à responsabilité limitée (private limited company) by a deed of Maître Joseph ELVINGER, notary residing in Luxembourg (Grand Duchy of Luxembourg), on January 10, 2003, published in the Official Gazette Memorial C, Recueil des Sociétés et Associations, no 374 on April 5, 2003 and which articles have been amended by a deed of the Maître Joseph ELVINGER, aforementioned on March 25, 2003 published in the Official Gazette Memorial C, Recueil des Sociétés et Associations, no 440, on April 23, 2003,

are brought together to an extraordinary general meeting.

The meeting of shareholders starts at 6.00 p.m. and is presided by Mrs Sophie ZINTZEN, lawyer, residing professionally in Luxembourg (the "Chairman"). The Chairman then designates as secretary, Mr Christian BUTTEL, lawyer, residing professionally in Luxembourg (the "Secretary"). The meeting of shareholders then duly appoints as scrutineer, Mrs Morgane IMGRUND, lawyer, residing professionally in Luxembourg (the "Scrutineer").

The committee thus composed as above, then draws up the attendance list, which, after having been signed by all proxy holders as well as by the members of the committee and the undersigned notary, will remain attached to the present minutes, together with any proxy to be filed together with the registration authorities.

The Chairman then declares and requests the notary to state the following:

I. Following the attendance list, all shareholders representing the entire share capital of EUR 18,450.- (eighteen thousand four hundred fifty euro) are duly present or validly represented at the present meeting and may as such, effectively deliberate and decide upon all the items of the agenda without there having been a prior notice.

II. That the agenda of the present meeting is as follows:

1) Acknowledgement of the resignation of Mr Graham John SALISBURY and of Mr. Leslie Charles WINNISTER as managers of the Company;

2) Granting full discharge to Mr Graham John SALISBURY and of Mr Leslie Charles WINNISTER with respect to their mandates;

3) Decrease of the share capital of the Company by way of reducing the nominal value of the shares from their current amount of EUR 450.- (four hundred fifty euro) to EUR 4.50 (four euro fifty cents);

4) Allocation of the amount of EUR 18,265.50 (eighteen thousand two hundred sixty-five euro and fifty cents) resulting from the decrease of the nominal value of the shares into a special reserve;

5) Increase of the share capital of the Company by an amount of EUR 18,265.50 (eighteen thousand two hundred sixty-five euro and fifty cents) in order to bring it from its present amount of EUR 184,50.- (one hundred eighty-four euro fifty cents) represented by 41 (forty one) shares with a par value of EUR 4,50 (four euro fifty cents) each, to the amount of EUR 18,450.- (eighteen thousand four hundred fifty euro) represented by 4,100 (four thousand one hundred) shares with a par value of EUR 4.50 (four euro fifty cents) each, by the issue of 4,059 (four thousand fifty nine) new shares with a par value of EUR 4.50 (four euro fifty cents) each, having the same rights and obligations as the existing corporate units;

6) Issue of 4,059 (four thousand fifty nine) new shares with a par value of EUR 4.50 (four euro fifty cents) each having the same rights and obligations as the existing corporate units;

7) Subscription and payment of the 2,871 (two thousand eight hundred seventy-one) new shares by British Telecommunications Pic and subscription and payment of 1,188 (one thousand one hundred eighty-eight) new shares by Cegetel Holdings II B.V. S.à r.l. by way of capitalisation of the special reserve in an amount of EUR 18,265.50 (eighteen thousand two hundred sixty-five euro and fifty cents);

8) Increase of the share capital of the Company by an amount of EUR 15,061.50 (fifteen thousand sixty-one euro fifty cents) in order to bring it from its present amount of EUR 18,450.- (eighteen thousand four hundred fifty euro) represented by 4,100 (four thousand one hundred) shares with a par value of EUR 4,50 (four euro fifty cents) each, to the amount of EUR 33,511.50 (thirty three thousand five hundred eleven euro fifty cents) represented by 7,447 (seven thousand four hundred forty-seven) shares with a par value of EUR 4,50 (four euro fifty cents) each, by the issue of 3,347 (three thousand three hundred forty-seven) new shares with a par value of EUR 4,50 (four euro fifty cents) each, having the same rights and obligations as the existing corporate units;

9) Issue of 3,347 (three thousand three hundred forty-seven) new shares with a par value of EUR 4,50 (four euro fifty cents) each, with a total share premium of EUR 3,043,397,835.50 (three billion forty three million three hundred ninety

seven thousand eight hundred thirty-five euro fifty cents), having the same rights and obligations as the existing corporate units;

10) Subscription and payment of 3,347 (three thousand three hundred forty-seven) new shares by Cegetel Holdings II B.V. S.à r.l. by contribution and transformation into capital of an interest free loan granted by Cegetel Holdings II B.V. S.à r.l. to the Company for a total amount of EUR 3,043,412,897.- (three billion forty three million four hundred twelve thousand eight hundred ninety-seven euro);

11) Amendment of Article 6 first paragraph of the Articles of Association of the Company, so as to reflect the above resolutions and to read as follows:

"The share capital of the Company is fixed at EUR 33,511.50 (thirty three thousand five hundred eleven euro fifty cents) represented by 7,447 (seven thousand four hundred forty-seven) shares with a par value of EUR 4,50 (four euro fifty cents) each, fully paid-up."

12) Mandate granted to Wildgen, law firm, 69, boulevard de la Pétrusse, L-2320 Luxembourg, to perform all legal action in relation with the agenda of the meeting, and in particular, to amend and sign the shareholder's register;

13) Miscellaneous.

Upon deliberation the meeting unanimously takes the following resolutions:

First resolution

The shareholders' meeting resolves to acknowledge the resignation of Mr Graham John SALISBURY and of Mr Leslie Charles WINNISTER as managers of the Company and to grant them full discharge with respect to their mandates.

Second resolution

The shareholders' meeting resolves to decrease the share capital of the Company by way of reducing the nominal value of the shares from their current amount of EUR 450,- (four hundred fifty euro) to EUR 4.50 (four euro fifty cents).

Third resolution

The shareholders' meeting resolves to allocate the amount of EUR 18,265.50 (eighteen thousand two hundred sixty-five euro and fifty cents) resulting from the decrease of the nominal value of the shares into a special reserve.

Fourth resolution

The shareholders' meeting resolves to increase the share capital of the Company by an amount of EUR 18,265.50 (eighteen thousand two hundred sixty-five euro and fifty cents) in order to bring it from its present amount of EUR 184,50.- (one hundred eighty-four euro fifty cents) represented by 41 (forty one) shares with a par value of EUR 4,50 (four euro fifty cents) each, to the amount of EUR 18,450.- (eighteen thousand four hundred fifty euro) represented by 4,100 (four thousand one hundred) shares with a par value of EUR 4.50 (four euro fifty cents) each, by the issue of 4,059 (four thousand fifty nine) new shares with a par value of EUR 4.50 (four euro fifty cents) each, having the same rights and obligations as the existing corporate units.

Fifth resolution

The shareholders' meeting resolves to issue 4,059 (four thousand fifty nine) new shares with a par value of EUR 4.50 (four euro fifty cents) each having the same rights and obligations as the existing corporate units.

Subscription and Payment

There now appears Mrs Morgane IMGRUND, previously named, acting in her capacity as duly appointed attorney in fact of the companies British Telecommunications Plc and Cegetel Holdings II B.V., by virtue of two powers of attorney given each on December 22, 2009, which powers of attorney, after having been signed "ne varietur" by the proxy holder representing the shareholders of the Company and by the notary will remain attached to the present deed to be filed together with it with the registration authorities.

The appearing person declares subscribing in the name and on behalf of the prenamed companies British Telecommunications Plc and Cegetel Holdings II B.V. by way of capitalisation of the special reserve in an amount of EUR 18,265.50 (eighteen thousand two hundred sixty-five euro and fifty cents) the 4,059 (four thousand fifty nine) newly issued shares as follows:

- British Telecommunications plc subscribes 2,871 (two thousand eight hundred seventy-one) newly issued shares of the Company having a par value of EUR 4,50 (four euro fifty cents),
- Cegetel Holdings II B.V. subscribes 1,188 (one thousand one hundred eighty-eight) newly issued shares of the Company having a par value of EUR 4,50 (four euro fifty cents).

Thereupon, the shareholders' meeting formally resolves to accept the said subscription, contribution and capitalisation of the special reserve and to issue and allot 4,059 (four thousand fifty nine) new shares with a par value of EUR 4.50 (four euro fifty cents) as follows:

- British Telecommunications plc receives 2,871 (two thousand eight hundred seventy-one) newly issued shares,
- Cegetel Holdings II B.V. receives 1,188 (one thousand one hundred eighty-eight) newly issued shares.

Sixth resolution

The shareholders' meeting resolves to increase the share capital of the Company by an amount of EUR 15,061.50 (fifteen thousand sixty-one euro fifty cents) in order to bring it from its present amount of EUR 18,450.- (eighteen thousand four hundred fifty euro) represented by 4,100 (four thousand one hundred) shares with a par value of EUR 4,50 (four euro fifty cents) each, to the amount of EUR 33,511.50 (thirty three thousand five hundred eleven euro fifty cents) represented by 7,447 (seven thousand four hundred forty-seven) shares with a par value of EUR 4,50 (four euro fifty cents) each, by the issue of 3,347 (three thousand three hundred forty-seven) new shares with a par value of EUR 4,50 (four euro fifty cents) each, having the same rights and obligations as the existing corporate units.

Seventh resolution

The shareholders' meeting resolves to issue 3,347 (three thousand three hundred forty-seven) new shares with a par value of EUR 4,50 (four euro fifty cents) each, with a total share premium of EUR 3,043,397,835.50 (three billion forty three million three hundred ninety seven thousand eight hundred thirty-five euro fifty cents), having the same rights and obligations as the existing corporate units.

Subscription and Payment

There now appears Mrs Morgane IMGRUND, previously named, acting in her capacity as duly appointed attorney in fact of the company Cegetel Holdings B.V. II, by virtue of a power of attorney given on December 22, 2009, which power of attorney, after having been signed "ne varietur" by the proxy holders representing the shareholders of the Company and by the notary will remain attached to the present deed to be filed together with it with the registration authorities.

The appearing person declares subscribing in the name and on behalf of the prenamed company Cegetel Holdings II, B.V. for 3,347 (three thousand three hundred forty-seven) newly issued shares of the Company having a par value of EUR 4,50 (four euro fifty cents) each, together with a total share premium of EUR 3,043,397,835.50 (three billion forty three million three hundred ninety seven thousand eight hundred thirty-five euro fifty cents) by contribution and transformation into capital of an interest free loan granted by Cegetel Holdings II B.V. to the Company for a total amount of EUR 3,043,412,897.- (three billion forty three million four hundred twelve thousand eight hundred ninety-seven euro), consequently, the obligations arising from the interest free loan are cancelled to the extent of the amount of the contribution.

According to a valuation report of Company, the board of managers of the Company valued the interest free loan of Cegetel Holdings II B.V. to be contributed to the Company at EUR 3,043,412,897.- (three billion forty three million four hundred twelve thousand eight hundred ninety-seven euro)..

The conclusion of the valuation report is as follows:

"The value of the intercompany loan released by the Contributor is at least equal to the consideration, being the 3,347 (three thousand three hundred forty-seven) newly issued shares of the Company having a par value of EUR 4,50 (four euro fifty cents) each, together with a total share premium of EUR 3,043,397,835.50 (three billion forty three million three hundred ninety seven thousand eight hundred thirty-five euro fifty cents) to be issued by the Company."

That report, after having been signed "ne varietur" by the appearing person and the notary, will remain attached to the present deed and will be filed together with it with the registration authorities.

Thereupon, the shareholders' meeting formally resolves to accept the said subscription, contribution and transformation of the interest free loan and to issue and allot 3,347 (three thousand three hundred forty-seven) new fully paid-up shares of the Company to Cegetel Holdings II B.V..

Eighth resolution

The shareholders meeting resolves to amend Article 6 first paragraph of the Articles of Association of the Company, so as to reflect the above resolutions and to read as follows:

""The share capital of the Company is fixed at EUR 33,51 1.50 (thirty three thousand five hundred eleven euro fifty cents) represented by 7,447 (seven thousand four hundred forty-seven) shares with a par value of EUR 4,50 (four euro fifty cents) each), fully paid-up."

Ninth resolution

The shareholders' meeting resolves to grant mandate to Wildgen law firm, 69, boulevard de la Petrusse, L-2320 Luxembourg, to perform all legal action in relation with the aforesaid resolutions, and in particular, to amend the shareholders' register.

Costs, Evaluation

The expenses, costs, fees and outgoings of any kind whatsoever borne by the company, as a result of the presently stated, are evaluated at approximately six thousand five hundred euros (EUR 6,500.-).

The undersigned notary, who understands and speaks English, states herewith, that on request of the appearing person, the present deed is worded in English, followed by a French version and in case of discrepancies between the English and the French text, the English version will be prevailing.

WHEREOF, the present deed was drawn up in Luxembourg, on the day named at the beginning of this document.

The document having been read to the proxy holders of the persons appearing, and the members of the committee, they signed together with the notary the present deed.

Suit la version française du texte qui précède:

L'an deux mille neuf le vingt-deux décembre.

Par-devant Maître Carlo WERSANDT notaire, de résidence à Luxembourg, Grand-Duché de Luxembourg.

Les associés de la société Cegetel Holdings I B.V., une société à responsabilité limitée, ayant son siège social à L-1130 Luxembourg, 37, rue d'Anvers immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 92158 (la "Société") constituée suivant acte notarié de Maître Joseph ELVINGER, notaire de résidence à Luxembourg daté du 10 janvier 2003 publié au Mémorial C, Recueil des Sociétés et Associations numéro 374 du 5 avril 2003, dont les statuts ont été modifiés suivant acte notarié du notaire Joseph ELVINGER, précité daté du 25 mars 2003 publié au Mémorial C, Recueil des Sociétés et Associations numéro 440 du 23 avril 2003,

se sont réunis en assemblée générale extraordinaire des associés,

La séance est ouverte à 18.00 heures et est présidée par Maître Sophie ZINTZEN, Avocat à la Cour, demeurant professionnellement à Luxembourg (la "Présidente"). La Présidente désigne comme secrétaire Maître Christian BUTTEL, Avocat, demeurant professionnellement à Luxembourg (le "Secrétaire"). L'assemblée désigne ensuite comme scrutatrice Maître Morgane IMGRUND, avocat, demeurant professionnellement à Luxembourg (la "Scrutatrice").

Le bureau de l'assemblée ainsi constitué dresse la liste de présence qui, après avoir été signée ne varietur par les mandataires représentant les associés, les membres du bureau, et le notaire instrumentant, restera annexée au présent procès-verbal ensemble avec les procurations pour être soumise ensemble avec le présent acte aux formalités de l'enregistrement.

La Présidente déclare et requiert le notaire d'acter que:

I. Conformément à la liste de présence, tous les associés représentant l'intégralité du capital social de EUR 18.450,- (dix huit mille quatre cent cinquante euro) sont présents ou valablement représentés à l'assemblée qui peut en conséquence valablement délibérer et décider sur tous les points portés à l'ordre du jour sans qu'il y ait eu de convocation préalable.

II. L'ordre du jour de l'assemblée est le suivant:

1. Constatation que Messieurs Graham John SALISBURY et Leslie Charles WINNISTER ont démissionné de leur mandat de gérant de la société;

2. Décharge à Monsieur Graham John SALISBURY et à Monsieur Leslie Charles WINNISTER pour l'exercice de leur mandat de gérant de la Société;

3. Réduction du capital social de la Société par voie de réduction de la valeur nominale des parts sociales pour la porter de son montant actuel de EUR 450,- (quatre cent cinquante euro) au montant de EUR 4,50 (quatre euro cinquante cents);

4. Affectation du montant de EUR 18.265,50 (dix huit mille deux cent soixante-cinq euro cinquante cents) résultant de la réduction de la valeur nominale des parts sociales au compte de réserve spéciale;

5. Augmentation du capital social de la Société d'un montant de EUR 18.265,50 (dix huit mille deux cent soixante-cinq euro cinquante cents) pour le porter de son montant actuel de EUR 184,50 (cent quatre-vingt-quatre euro cinquante cents) représenté par 41 (quarante et une) parts sociales d'une valeur nominale de EUR 4,50 (quatre euro cinquante cents) chacune, au montant de EUR 18.450,- (dix huit mille quatre cent cinquante euro) représenté par 4.100 (quatre mille cent) parts sociales d'une valeur nominale de 4,50 (quatre euro cinquante cents) chacune, par émission de 4.059 (quatre mille cinquante-neuf) nouvelles parts sociales d'une valeur nominale de 4,50 (quatre euro cinquante cents) chacune, chacune ayant les mêmes droits et obligations que les parts sociales existantes;

6. Emission de 4.059 (quatre mille cinquante-neuf) nouvelles parts sociales d'une valeur nominale de 4,50 (quatre euro cinquante cents) chacune, chacune ayant les mêmes droits et obligations que les parts sociales existantes

7. Souscription et paiement de 2.871 (deux mille huit cent soixante et onze) nouvelles parts sociales par British Télécommunications Plc et souscription et paiement de 1.188 (mille cent quatre-vingt-huit) nouvelles parts sociales par Cegetel Holdings II B.V. S.à r.l. par capitalisation de la réserve spéciale d'un montant de EUR 18.265,50 (dix huit mille deux cent soixante-cinq euro cinquante cents);

8. Augmentation du capital social de la Société d'un montant de EUR 15.061,50 (quinze mille soixante et un euro cinquante cents) pour le porter de son montant actuel de EUR 18.450,- (dix huit mille quatre cent cinquante euro) représenté par 4.100 (quatre mille cent) parts sociales d'une valeur nominale de EUR 4,50 (quatre euro cinquante cents) chacune, au montant de EUR 33.511,50 (trente trois mille cinq cent onze euro cinquante cents) représenté par 7.447 (sept mille quatre cent quarante sept) parts sociales d'une valeur nominale de EUR 4,50 (quatre euro cinquante cents) chacune, par émission de 3.347 (trois mille trois cent quarante-sept) nouvelles parts sociales d'une valeur nominale de EUR 4,50 (quatre euro cinquante cents) chacune, chacune ayant les mêmes droits et obligations que les parts sociales existantes;

9. Emission de 3.347 (trois mille trois cent quarante-sept) nouvelles parts sociales d'une valeur nominale de EUR 4,50 (quatre euro cinquante cents) chacune, ainsi qu'une prime d'émission globale de EUR 3.043.397.835,50 (trois milliard

quarante trois millions trois cent quatre-vingt dix sept mille huit cent trente-cinq euro cinquante cents) chacune ayant les mêmes droits et obligations que les parts sociales existantes;

10. Souscription et paiement de 3.347 (trois mille trois cent quarante sept) nouvelles parts sociales par Cegetel Holdings II B.V. S.à r.l., par apport en nature et transformation en capital d'un prêt sans intérêts accordé à la Société par Cegetel Holdings II B.V. S.à r.l. pour un montant total de EUR 3.043.412.897,- (trois milliard quarante trois million quatre cent douze mille huit cent quatre-vingt-dix-sept euro);

11. Modification de l'article 6 premier paragraphe des statuts de la Société afin de refléter l'augmentation de capital prévue, qui devra désormais être lu comme suit:

"Le capital social est fixé à EUR 33.511,50 (trente trois mille cinq cent onze euro cinquante cents), divisé en 7,447 (sept mille quatre cent quarante sept) parts sociales ordinaires, ayant chacune une valeur nominale de EUR 4,50 (quatre euro cinquante euro), entièrement libérées.";

12. Autorisation donnée à tout avocat de l'étude WILDGEN, cabinet d'avocats, établie au 69, Boulevard de la Pétrusse, L-2320 Luxembourg pour prendre toute mesure juridique en relation avec l'ordre du jour et en particulier pour modifier et signer le registre des associés de la Société;

13. Divers.

Après délibération, l'assemblée des associés prend les décisions suivantes:

Première résolution

L'assemblée générale constate la démission des Messieurs Graham John SALISBURY et Leslie Charles WINNISTER de leur mandat de gérant de la Société et leur accorde décharge pour l'exercice de leur mandat de gérants.

Deuxième résolution

L'assemblée générale de la Société décide de réduire le capital social de la Société par voie de réduction de la valeur nominale des parts sociales pour la porter de son montant actuel de EUR 450,- (quatre cent cinquante euro) au montant de EUR 4,50 (quatre euro cinquante cents).

Troisième résolution

L'assemblée générale de la Société décide d'affecter le montant de EUR 18.265,50 (dix huit mille deux cent soixante-cinq euro cinquante cents) résultant de la réduction de la valeur nominale des parts sociales au compte de réserve spéciale.

Quatrième résolution

L'assemblée générale de la Société décide d'augmenter le capital social de la Société d'un montant de EUR 18.265,50 (dix huit mille deux cent soixante-cinq euro cinquante cents) pour le porter de son montant actuel de EUR 184,50 (cent quatre-vingt-quatre euro cinquante cents) représenté par 41 (quarante et une) parts sociales d'une valeur nominale de EUR 4,50 (quatre euro cinquante cents) chacune, au montant de EUR 18.450,- (dix huit mille quatre cent cinquante euro) représenté par 4.100 (quatre mille cent) parts sociales d'une valeur nominale de 4,50 (quatre euro cinquante cents) chacune, par émission de 4.059 (quatre mille cinquante-neuf) nouvelles parts sociales d'une valeur nominale de 4,50 (quatre euro cinquante cents) chacune, chacune ayant les mêmes droits et obligations que les parts sociales existantes

Cinquième résolution

L'assemblée des associés décide d'émettre 4.059 (quatre mille cinquante-neuf) nouvelles parts sociales d'une valeur nominale de 4,50 (quatre euro cinquante cents) chacune, ainsi qu'une prime d'émission globale de EUR 3.043.397.835,50 (trois milliard quarante trois millions trois cent quatre-vingt-dix sept mille huit cent trente-cinq euro cinquante cents) chacune ayant les mêmes droits et obligations que les parts sociales existantes.

Souscription et paiement

Comparaît alors Maître Morgane IMGRUND, précitée, agissant en sa qualité de mandataire spécial des sociétés British Telecommunications Plc Cegetel Holdings II B.V. en vertu de deux procurations accordées chacune en date du 22 décembre 2009, lesquelles procurations, après avoir été signée "ne varietur" par les mandataires représentant les associés de la Société et le notaire instrumentant restera annexée au présent acte afin d'être soumis avec lui aux formalités de l'enregistrement.

La personne comparante déclare souscrire au nom et pour le compte des sociétés prénommées British Telecommunications plc et Cegetel Holdings II B.V. par capitalisation de la réserve spéciale d'un montant de EUR 18.265,50 (dix huit mille deux cent soixante-cinq euro cinquante cents) les 4.059 (quatre mille cinquante-neuf) parts sociales nouvellement émises comme suit:

- British Telecommunications plc souscrit 2.871 (deux mille huit cent soixante et onze parts sociales nouvellement émises de la Société d'une valeur nominale de EUR 4,50 (quatre euro cinquante cents),

- Cegetel Holdings II B.V. souscrit 1.188 (mille cent quatre-vingt-huit) parts sociales nouvellement émises de la Société d'une valeur nominale de EUR 4,50 (quatre euro cinquante cents).

Sur quoi, l'assemblée des associés décide d'accepter formellement la souscription, la contribution ainsi que la capitalisation de la réserve spéciale et d'émettre et d'attribuer 4.059 (quatre mille cinquante-neuf) d'une valeur nominale de EUR 4,50 (quatre euro cinquante cents) parts sociales nouvellement émises comme suit:

- British Telecommunications plc reçoit 2.871 (deux mille huit cent soixante-et-onze parts sociales nouvellement émises,
- Cegetel Holdings II B.V. reçoit 1.188 (mille cent quatre-vingt-huit) parts sociales nouvellement émises.

Sixième résolution

L'assemblée générale de la Société décide d'augmenter le capital social de la Société d'un montant de EUR 15.061,50 (quinze mille soixante et-un euro) pour le porter de son montant actuel EUR 18.450,- (dix huit mille quatre cent cinquante euro) représenté par 4.100 (quarante mille cent) parts sociales d'une valeur nominale de EUR 4,50 (quatre euro cinquante cents) chacune, au montant de EUR 33.511,50 (trente trois mille cinq cent onze euro cinquante cents) représenté par 7.447 (sept mille quatre cent quarante-sept) parts sociales d'une valeur nominale de EUR 4,50 (quatre euro cinquante cents) chacune, par émission de 3.347 (trois mille trois cent quarante-sept) nouvelles parts sociales d'une valeur nominale de EUR 4,50 (quatre euro cinquante cents) chacune, chacune ayant les mêmes droits et obligations que les parts sociales existantes.

Septième résolution

L'assemblée des associés décide d'émettre 3.347 (trois mille trois cent quarante-sept) nouvelles parts sociales d'une valeur nominale de EUR 4,50 (quatre euro cinquante cents) chacune, ainsi qu'une prime d'émission globale de EUR 3.043.397.835,50 (trois milliard quarante trois millions trois cent quatre-vingt dix sept mille huit cent trente-cinq euro cinquante cents), chacune ayant les mêmes droits et obligations que les parts sociales existantes, chacune ayant les mêmes droits et obligations que les parts sociales existantes.

Souscription et Paiement

Comparaît alors Maître Morgane IMGRUND, précitée, agissant en sa qualité de mandataire spécial de la société Cegetel Holdings II B.V. en vertu d'une procuration accordée en date du 22 décembre 2009, laquelle procuration, après avoir été signée "ne varietur" par le mandataire représentant les associés de la Société et le notaire instrumentant restera annexée au présent acte afin d'être soumis avec lui aux formalités de l'enregistrement.

La personne comparante déclare souscrire au nom et pour le compte de la prénommée, Cegetel Holdings II B.V., 3.347 (trois mille trois cent quarante-sept) parts sociales nouvellement émises d'une valeur nominale de EUR 4,50 (quatre euro cinquante cents) ainsi qu'une prime d'émission d'un montant de EUR 3.043.397.835,50 (trois milliard quarante trois millions trois cent quatre-vingt dix sept mille huit cent trente-cinq euro cinquante cents) par apport en nature et transformation en capital d'un prêt sans intérêts accordé à la Société par Cegetel Holdings II B.V. pour un montant total de EUR 3.043.412.897,- (trois milliard quarante trois million quatre cent douze mille huit cent quatre-vingt dix-sept euro), les obligations découlant du prêt sans intérêt étant par conséquence annulées à hauteur de montant de l'apport.

Conformément au rapport d'évaluation de la Société, le conseil de gérance de la Société a évalué le prêt sans intérêts apporté par Cegetel Holdings II B.V. à la Société au montant total de EUR 3.043.412.897,- (trois milliard quarante trois million quatre cent douze mille huit cent quatre-vingt dix-sept euro).

La conclusion tirée par le rapport d'évaluation est la suivante: "La valeur du prêt intragroupe pour lequel l'apporteur a accordé remise est au moins égale à la contrepartie constituée par 3.347 (trois mille trois cent quarante-sept) nouvelles parts à émettre ayant une valeur nominale de EUR 4,50 (quatre euro cinquante cents) chacune ainsi qu'une prime d'émission d'un montant de EUR 3.043.397.835,50 (trois milliard quarante trois millions trois cent quatre-vingt dix sept mille huit cent trente-cinq euro cinquante cents).".

Le rapport après avoir été signée "ne varietur" par la comparante et le notaire instrumentant restera annexée au présent acte afin d'être soumis avec lui aux formalités de l'enregistrement.

Sur quoi, l'assemblée des associés formellement décide d'accepter la souscription, l'apport ainsi que la transformation du prêt sans intérêts et d'émettre et d'attribuer 3.347 (trois mille trois cent quarante-sept) nouvelles parts sociales entièrement libérées de la Société à Cegetel Holdings II B.V.

Huitième résolution

L'assemblée générale de la Société décide de modifier l'article 6 des statuts de la Société afin de refléter l'augmentation de capital sus-mentionnée, qui devra désormais être lu comme suit:

"Le capital social est fixé à EUR 33.511,50 (trente trois mille cinq cent onze euro cinquante cents), divisé en 7.447 (sept mille quatre cent quarante sept) parts sociales ordinaires, ayant chacune une valeur nominale de EUR 4,50 (quatre euro cinquante euro), entièrement libérées."

Neuvième résolution

L'assemblée générale de la Société décide d'autoriser tout gérant de la Société, et/ou tout avocat de l'Etude WILDGEN, cabinet d'avocat, établie au 69, Boulevard de la Pétrusse, L-2320 Luxembourg, pour prendre toute mesure juridique en relation avec l'ordre du jour et en particulier pour modifier et signer le registre des associés de la Société.

27756

Frais

Les frais, coûts, rémunérations et charges de quelque nature que ce soit, incombant à la Société en raison du présent acte, furent estimés approximativement à six mille cinq cents euros.

Le notaire soussigné qui comprend et parle l'anglais, déclara qu'à la requête des personnes comparantes ci-dessus, le présent acte fût rédigé en langue anglaise suivi d'une version française. A à la requête des mêmes personnes comparantes et en cas de divergences entre le texte anglais et français, la version anglaise fera foi.

Dont acte, fait et passé à Luxembourg, date qu'en tête des présentes.

Et après lecture faite et interprétation donnée aux mandataires des personnes comparantes et aux membres du bureau, ils ont signé avec Nous notaire le présent acte.

Signé: S. Zintzen, C. Buttel, M. Imgrund, C. Wersandt

Enregistré à Luxembourg A.C., le 29 décembre 2009. LAC/2009/57531. Reçu soixante-quinze euros 75,00 €

Le Receveur (signé): C. FRISING.

- Pour copie conforme -

Luxembourg, le 11 février 2010.

Référence de publication: 2010025772/349.

(100021998) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

Société luxembourgeoise de conception, d'administration, de recherches et d'études, Société Anonyme.

Siège social: L-8070 Bertrange, 29, Z.A. Bourmicht.

R.C.S. Luxembourg B 40.040.

Monsieur Michel CROISE, Administrateur-Délégué, demeurant au 48, rue Josse Impens, B-1030 Scharbeek, Belgique a pouvoir de gestion journalière sous sa seule signature.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Bertrange, le 11 décembre 2009.

Signature.

Référence de publication: 2010026054/11.

(100022240) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

Rental Company S.A., Société Anonyme.

Siège social: L-8070 Bertrange, 29, Zone Artisanale Bourmicht.

R.C.S. Luxembourg B 65.302.

Monsieur Michel CROISE, Administrateur-Délégué, demeurant au 48, rue Josse Impens, B-1030 Scharbeek, Belgique a pouvoir de gestion journalière sous sa seule signature.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Bertrange, le 11 décembre 2009.

Signature.

Référence de publication: 2010026055/11.

(100022230) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

Sodexo Senior Service S.A., Société Anonyme.

Siège social: L-8070 Bertrange, 29, Z.A. Bourmicht.

R.C.S. Luxembourg B 26.039.

Monsieur Michel CROISE, Administrateur-Délégué, demeurant au 48, rue Josse Impens, B-1030 Scharbeek, Belgique a pouvoir de gestion journalière sous sa seule signature.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Bertrange, le 11 décembre 2009.

Signature.

Référence de publication: 2010026056/11.

(100022251) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

Sodexo Luxembourg S.A., Société Anonyme.

Siège social: L-8070 Bertrange, 29, Z.A. Bourmicht.

R.C.S. Luxembourg B 17.620.

Monsieur Michel CROISE, Administrateur-Délégué, demeurant au 48, rue Josse Impens, B-1030 Scharbeek, Belgique a pouvoir de gestion journalière sous sa seule signature.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Bertrange, le 11 décembre 2009.

Signature.

Référence de publication: 2010026057/11.

(100022255) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

REGENTS PARK (Founder) S.à r.l., Société à responsabilité limitée.

Siège social: L-2530 Luxembourg, 4, rue Henri M. Schnadt.

R.C.S. Luxembourg B 150.687.

Les statuts coordonnés de la société ont été déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 11 février 2010.

Référence de publication: 2010026070/10.

(100022130) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

ProLogis Spain XXIX S.à r.l., Société à responsabilité limitée.

Siège social: L-1930 Luxembourg, 34-38, avenue de la Liberté.

R.C.S. Luxembourg B 138.319.

à rayer: Suite à un contrat daté du 2 février 2010 cinq cents (500) parts sociales détenues dans la Société par son actionnaire unique, c.-à-d., ProLogis European Developments B.V. ont été transférées à ProLogis European Holdings X Sàrl, ayant son siège social au 34-38, avenue de la Liberté, L-1930 Luxembourg. Cette cession des parts sociales a été approuvée au nom et pour compte de la Société par un de ses gérants.

A faire paraître dans l'Extrait:

Répartitions des parts sociales:

ProLogis European Holdings X Sàrl 500 parts

Total 500 parts sociales

Le 4 février 2010.

ProLogis Directorship Sàrl

Gérant

Représentée par Gerrit jan Meerkerk

Gérant

Référence de publication: 2010026061/20.

(100021843) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

ProLogis Spain XXX S.à r.l., Société à responsabilité limitée.

Siège social: L-1930 Luxembourg, 34-38, avenue de la Liberté.

R.C.S. Luxembourg B 138.320.

à rayer: Suite à un contrat daté du 2 février 2010 cinq cents (500) parts sociales détenues dans la Société par son actionnaire unique, c.-à-d., ProLogis European Developments B.V. ont été transférées à ProLogis Spain XXIX Sàrl, ayant son siège social au 34-38, avenue de la Liberté, L-1930 Luxembourg. Cette cession des parts sociales a été approuvée au nom et pour compte de la Société par un de ses gérants.

A faire paraître dans l'Extrait:

Répartitions des parts sociales:

ProLogis Spain XXIX Sàrl 500 parts

Total 500 parts sociales

Le 4 février 2010.

ProLogis Directorship Sàrl

Gérant

Représentée par Gerrit jan Meerkerk

Gérant

Référence de publication: 2010026062/20.

(100021845) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

VP Finance S.à r.l., Société à responsabilité limitée.

Siège social: L-5365 Munsbach, 6C, Parc d'Activité Syrdall.
R.C.S. Luxembourg B 139.992.

Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Junglinster, le 5 février 2010.

Pour copie conforme

Pour la société

Maître Jean SECKLER

Notaire

Référence de publication: 2010026065/14.

(100022006) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

**Sandhurst Investholding S.A., Société Anonyme - Société de Gestion de Patrimoine Familial,
(anc. Sandhurst Financial Trust S.A.).**

Siège social: L-1660 Luxembourg, 60, Grand-rue.
R.C.S. Luxembourg B 54.361.

L'an deux mille dix, le dix-huit janvier.

Par devant Maître Joseph ELVINGER, notaire de résidence à Luxembourg, soussigné.

Se réunit une assemblée générale extraordinaire des actionnaires de la société anonyme holding "SANDHURST FINANCIAL TRUST S.A.", ayant son siège social à L-1660 Luxembourg, 60, Grand-Rue, niveau 2, R.C.S. Luxembourg section B numéro 54.361, constituée suivant acte reçu le 21 mars 1996, publié au Mémorial C, Recueil Spécial des Sociétés et Associations, numéro 301 du 20 juin 1996.

L'assemblée est présidée par Monsieur Jan Herman VAN LEUVENHEIM, demeurant professionnellement à Luxembourg.

Le président désigne comme secrétaire et l'assemblée choisit comme scrutatrice Madame Rachel UHL, juriste, demeurant professionnellement à Luxembourg.

Le président prie le notaire d'acter que:

I.- Les actionnaires présents ou représentés et le nombre d'actions qu'ils détiennent sont renseignés sur une liste de présence. Cette liste et les procurations, une fois signées par les comparants et le notaire instrumentant, resteront ci-annexées pour être enregistrées avec l'acte.

II.- Il ressort de la liste de présence que les 50 (cinquante) actions, composant l'intégralité du capital social, sont représentées à la présente assemblée générale extraordinaire, de sorte que l'assemblée peut décider valablement sur tous les points portés à l'ordre du jour, dont les associés ont été préalablement informés.

III.- L'ordre du jour de l'assemblée est le suivant:

Ordre du jour:

1) Adoption de la langue française comme langue régissant les statuts.

2) Modification du statut de la société qui n'aura plus désormais celui d'une société holding défini par la loi du 31 juillet 1929 mais celui d'une société de gestion de patrimoine familial ("SPF") défini par la loi du 11 mai 2007, et ceci avec effet rétroactif à partir du 1^{er} janvier 2009.

3) Changement de la dénomination de la société en "SANDHURST INVESTHOLDING S.A.", société de gestion de patrimoine familial (SPF).

4) Refonte complète des statuts.

Ces faits exposés et reconnus exacts par l'assemblée, les actionnaires décident ce qui suit à l'unanimité:

Première résolution:

L'assemblée décide d'adopter la langue française comme langue régissant les présents statuts.

Deuxième résolution:

L'assemblée décide d'abandonner le régime fiscal instauré par la loi du 31 juillet 1929 sur les sociétés holding et d'adopter le statut d'une société de gestion de patrimoine familial ("SPF") défini par la loi du 11 mai 2007, et ceci avec effet rétroactif à partir du 1^{er} janvier 2009.

Troisième résolution:

L'assemblée décide de changer la dénomination de la société en "SANDHURST INVESTHOLDING S.A.", société de gestion de patrimoine familial (SPF).

Quatrième résolution:

Afin de mettre les statuts en concordance avec la résolution qui précède, l'assemblée décide de procéder à une refonte complète des statuts:

Art. 1^{er}. Il est régi par les présents statuts une société anonyme luxembourgeoise, dénommée: "SANDHURST INVESTHOLDING S.A."

Art. 2. La société existe pour une durée illimitée. Elle peut être dissoute à tout moment par une décision des actionnaires délibérant dans les conditions requises pour un changement des statuts.

Art. 3. Le siège de la société est établi à Luxembourg.

Lorsque des événements extraordinaires d'ordre militaire, politique, économique ou social feraient obstacle à l'activité normale de la société à son siège ou seraient imminents, le siège social pourra être transféré par simple décision du conseil d'administration dans toute autre localité du Grand-Duché de Luxembourg et même à l'étranger, et ce jusqu'à la disparition desdits événements.

Art. 4. La Société a pour objet exclusif l'acquisition, la détention, la gestion et la réalisation d'actifs constitués d'instruments financiers au sens de la loi du 5 août 2005 sur les contrats de garantie financière et d'espèces et avoirs de quelque nature que ce soit détenus en compte.

Elle ne pourra exercer aucune activité commerciale.

Elle réservera ses actions, soit à des personnes physiques agissant dans le cadre de la gestion de leur patrimoine privé, soit à des entités patrimoniales agissant exclusivement dans l'intérêt du patrimoine privé d'une ou de plusieurs personnes physiques, soit à des intermédiaires agissant pour le compte des investisseurs précités.

Elle ne pourra pas s'immiscer dans la gestion d'une société dans laquelle elle détient une participation.

Les titres qu'elle émettra ne pourront faire l'objet d'un placement public ou être admis à la cotation d'une bourse de valeurs.

Elle prendra toutes mesures pour sauvegarder ses droits et fera toutes opérations généralement quelconques qui se rattachent à son objet ou le favorisent, en restant toutefois dans les limites fixées par la loi du 11 mai 2007 relative à la création d'une société de gestion de patrimoine familial ("SPF").

Art. 5. Le capital social est fixé à EUR 31.000,- (trente et un mille euros) divisé en 100 (cent) actions de EUR 310,- (trois cent dix euros) chacune.

Toutes les actions sont nominatives ou au porteur.

Le capital souscrit de la société peut être augmenté ou réduit par décision de l'assemblée générale des actionnaires statuant comme en matière de modification des statuts.

La société peut procéder au rachat de ses propres actions sous les conditions prévues par la loi.

Art. 6. La société est administrée par un conseil composé de trois membres au moins et qui élit un président dans son sein. Ils sont nommés pour un terme n'excédant pas six années.

Art. 7. Le conseil d'administration est investi des pouvoirs les plus étendus pour gérer les affaires sociales et faire tous les actes de disposition et d'administration qui rentrent dans l'objet social, et tout ce qui n'est pas réservé à l'assemblée générale par les présents statuts ou par la loi, est de sa compétence. Il peut notamment accepter des compromis, transiger, consentir tous désistements et mainlevées avec ou sans paiement.

Le conseil d'administration est autorisé à procéder au versement d'acomptes sur dividendes aux conditions et suivant les modalités fixées par la loi.

Le conseil d'administration peut déléguer tout ou partie de la gestion journalière des affaires de la société, ainsi que la représentation de la société en ce qui concerne cette gestion à un ou plusieurs administrateurs, directeurs, gérants et/ou agents, associés ou non-associés.

La société se trouve engagée, soit par la signature collective de deux administrateurs, soit par la signature individuelle de l'administrateur-délégué ou un des administrateurs-délégués ou de la personne à ce déléguée par le conseil.

Art. 8. Les actions judiciaires, tant en demandant qu'en défendant, seront suivies au nom de la société par un membre du conseil ou la personne à ce déléguée par le conseil.

Art. 9. La surveillance de la société est confiée à un ou plusieurs commissaires. Ils sont nommés pour un terme n'excédant pas six années.

Art. 10. L'année sociale commence le 1^{er} janvier et finit le 31 décembre.

Art. 11. L'assemblée générale annuelle se réunit de plein droit l'avant dernier jour ouvrable du mois de mai à 15.00 au siège social ou à tout autre endroit à désigner par les avis de convocation. Si ce jour est un jour férié légal, l'assemblée se réunira le premier jour ouvrable suivant.

Art. 12. Tout actionnaire aura le droit de voter lui-même ou par mandataire, lequel peut ne pas être lui-même actionnaire.

Art. 13. L'assemblée générale a les pouvoirs les plus étendus pour faire ou ratifier tous les actes qui intéressent la société. Elle décide de l'affectation et de la distribution du bénéfice net.

Art. 14. La loi du 10 août 1915 sur les sociétés commerciales, la loi du 18 septembre 1933 et leurs modifications ultérieures, dont la loi du 28 décembre 1992, ainsi que la loi du 11 mai 2007 sur la société de gestion de patrimoine familial, trouveront leur application partout où il n'y a pas été dérogé par les présents statuts."

Plus rien n'étant à l'ordre du jour, la séance est levée.

DONT ACTE, passé à Luxembourg, les jours, mois et an qu'en tête des présentes.

Et après lecture faite aux comparants, ils ont tous signé avec Nous notaire la présente minute.

Signé: J. VAN LEUVENHEIM, R. UHL, J. ELVINGER

Enregistré à Luxembourg A.C. le 22 janvier 2010. Relation: LAC/2010/3338. Reçu soixante-quinze euros (75.- €)

Le Receveur (signé): Francis SANDT.

POUR EXPEDITION CONFORME, délivrée aux fins de publication au Mémorial C, Recueil Spécial des Sociétés et Associations.

Luxembourg, le 02 FEV. 2010.

Joseph ELVINGER.

Référence de publication: 2010025701/112.

(100021886) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

Shercock S.à r.l., Société à responsabilité limitée.

Siège social: L-2134 Luxembourg, 58, rue Charles Martel.

R.C.S. Luxembourg B 134.629.

Les comptes annuels au 31 décembre 2008 ont été déposés au registre de commerce et des sociétés de Luxembourg. Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2010025601/10.

(100021278) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2010.

Elistart S.A., Société Anonyme.

Siège social: L-1118 Luxembourg, 19, rue Aldringen.

R.C.S. Luxembourg B 78.380.

Le bilan au 31 décembre 2009 a été déposé au registre de commerce et des sociétés de Luxembourg. Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Pour HOOGEWERF & CIE

Agent domiciliaire

Signature

Référence de publication: 2010025600/12.

(100021319) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2010.

Merlin Entertainments Group Luxembourg 2 S.à r.l., Société à responsabilité limitée.

Capital social: EUR 346.300,00.

Siège social: L-1273 Luxembourg, 19, rue de Bitbourg.

R.C.S. Luxembourg B 108.847.

In the year two thousand and ten, on the twenty-second day of January.

Before Maître Joseph Elvinger, notary public residing in Luxembourg, Grand Duchy of Luxembourg.

There appeared:

Merlin Entertainments Group Luxembourg S.à r.l., a société à responsabilité limitée having its registered office at 19, rue de Bitbourg, L-1273 Luxembourg, registered with the Luxembourg trade and companies' register under number

108.846, here represented by Pierre-Yves Genot, lawyer, residing in Luxembourg, by virtue of a proxy given on 22 January 2010.

Said proxy, initialed ne varietur by the appearing party and the notary, will remain attached to the present deed to be filed at the same time with the registration authorities.

Such appearing party acting as the sole shareholder of Merlin Entertainments Group Luxembourg 2 S.à r.l., a société à responsabilité limitée incorporated and existing under the laws of Luxembourg, with registered office at 19, rue de Bitbourg, L-1273 Luxembourg, registered with the Luxembourg trade and companies' register under number B 108.847 (the "Company") and incorporated pursuant to a deed of the undersigned notary on 22 June 2005 published in the Mémorial C, Recueil des Sociétés et Associations number 1128 of 2 November 2005. The articles of association have been amended for the last time pursuant to a deed of the undersigned notary on 28 December 2005.

The appearing party, representing the entire share capital, took the following resolutions:

First resolution

The sole shareholder resolves to increase the share capital from its current amount of three hundred thirty-one thousand three hundred seventy-five euro (EUR 331,375) up to an amount of three hundred forty-six thousand three hundred euro (EUR 346,300), through the issuance of five hundred ninety-seven (597) shares, with a par value of twenty-five euro (EUR 25) each.

Subscription and Payment

All of the five hundred ninety-seven (597) shares have been subscribed by the sole shareholder at a total subscription price of nine million one hundred sixty-seven thousand twenty-six euro sixty-one cents (EUR 9,167,026.61) out of which fourteen thousand nine hundred twenty-five euro (EUR 14,925) shall be allocated to the share capital of the Company and nine million one hundred fifty-two thousand one hundred and one euro sixty-one cents (EUR 9,152,101.61) shall be allocated to the share premium of the Company.

The subscribed shares have been fully paid up through a contribution in cash so that the total amount of nine million one hundred sixty-seven thousand twenty-six euro sixty-one cents (EUR 9,167,026.61), equivalent to twelve million seven hundred ninety thousand one hundred seventy-one US dollars sixteen cents (USD 12,790,171.16) at exchange rate of 21 January 2010 according to which one euro (EUR 1) is the equivalent of one US dollar thirty-nine cents (USD 1.39), is at the disposal of the Company as it has been proven to the undersigned notary.

Second resolution

As a consequence of the above resolution, the sole shareholder resolved to amend article six paragraph 1 of the articles of association of the Company, which shall now read as follows:

" **Art. 6.** The Company's share capital is set at three hundred forty-six thousand three hundred euro (EUR 346,300), represented by thirteen thousand eight hundred fifty-two (13,852) shares having a par value of twenty-five euro (EUR 25) each."

Expenses

The expenses, costs, remunerations or charges in any form whatsoever, which shall be borne by the Company as a result of the present stated increase of capital, are estimated at four thousand five hundred Euros (4,500.- EUR).

There being no further business, the meeting is terminated.

Whereof, the present deed is drawn up in Luxembourg, at the office of the undersigned notary, on the day stated at the beginning of this document.

The undersigned notary, who speaks and understands English, states herewith that upon request of the appearing person, the present deed is worded in English, followed by a French version; upon request of the appearing person and in case of divergences between the English and the French text, the English version will be prevailing.

The document having been read to the appearing person, said person signed together with the notary the present deed.

Suit la traduction française du texte qui précède:

L'an deux mille dix, le vingt-deux janvier.

Par-devant Maître Joseph Elvinger, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg.

A comparu:

Merlin Entertainments Group Luxembourg S.à r.l., une société à responsabilité limitée, constituée et existante selon les lois de Luxembourg, ayant son siège social au 19, rue de Bitbourg, L-1273 Luxembourg, enregistrée au Registre de commerce et des sociétés de Luxembourg sous le numéro B 108.846, ici représentée par Pierre-Yves Genot, demeurant à Luxembourg, en vertu d'une procuration donnée en date du 22 janvier 2010.

La procuration signée ne varietur par le mandataire de la comparante et par le notaire soussigné restera annexée au présent acte pour être soumise avec lui aux formalités de l'enregistrement.

La comparante agissant en tant qu'associée unique de Merlin Entertainments Group Luxembourg 2 S.à r.l., une société à responsabilité limitée, constituée et existante selon les lois de Luxembourg, ayant son siège social au 19, rue de Bitbourg, L-1273 Luxembourg, enregistrée au Registre de commerce et des sociétés de Luxembourg sous le numéro B 108.847 (la "Société"), constituée par acte reçu du notaire soussigné en date du 22 juin 2005, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 1128, du 2 novembre 2005. Les statuts ont été modifiés pour la dernière fois suivant acte reçu du notaire soussigné en date du 28 décembre 2005.

La comparante, représentant l'intégralité du capital social, a pris les résolutions suivantes:

Première résolution

L'associé unique décide d'augmenter le capital social de son montant actuel de trois cent trente et un mille trois cent soixante-quinze euro (EUR 331.375) à un montant de trois cent quarante-six mille trois cent euro (EUR 346.300) par l'émission de cinq cent quatre-vingt-dix-sept (597) parts sociales ayant une valeur nominale de vingt-cinq euros (EUR 25) chacune.

Souscription et Libération

L'intégralité des cinq cent quatre-vingt-dix-sept (597) parts sociales ont été souscrites par l'associé unique pour un montant total de neuf million cent soixante-sept mille vingt-six euro soixante et un cents (EUR 9.167.026,61), dont quatorze mille neuf cent vingt-cinq euro (EUR 14.925) seront alloués au capital social et dont neuf million cent cinquante-deux mille cent et un euro soixante et un cents (EUR 9.152.101,61) seront alloués à la prime d'émission des parts sociales.

Les nouvelles parts sociales ainsi souscrites ont été payées en espèces par le souscripteur de sorte que le montant de neuf million cent soixante-sept mille vingt-six euro soixante et un cents (EUR 9.167.026,61), qui égal à douze million sept cent quatre-vingt-dix mille cent soixante et onze dollars US seize cents (USD 12.790.171,16) au taux de conversion de 21 janvier 2010 selon lequel un euro (EUR 1) correspond à un dollar US trente-neuf cents (USD 1,39), est à la disposition de la Société, comme il a été justifié au notaire soussigné.

Deuxième résolution

A la suite de la résolution précédente, l'associé unique décide de modifier l'article six paragraphe premier des statuts de la Société qui aura désormais la teneur suivante:

" **Art. 6.** Le capital social de la Société est fixé à la somme de trois cent quarante-six mille trois cent euro (EUR 346.300), représenté par treize mille huit cent cinquante-deux (13.852) parts sociales, d'une valeur de vingt-cinq euros (EUR 25) chacune."

Evaluation des frais

Le montant des frais, dépenses, rémunérations et charges sous quelque forme que ce soit, qui incombent à la Société ou qui sont mis à sa charge à raison de la présente augmentation de capital, est évalué approximativement à la somme de quatre mille cinq cents Euros (4.500,- EUR).

Plus rien n'étant à l'ordre du jour, la séance est levée.

Dont Acte, le notaire soussigné, qui comprend et parle l'anglais, déclare que sur la demande des comparants, le présent acte est rédigé en anglais, suivi d'une version française. A la requête des mêmes personnes comparantes et en cas de divergences entre le texte anglais et le texte français, la version anglaise fera foi, fait et passé à Luxembourg, date qu'en tête des présentes.

L'acte ayant été lu aux comparants, tous connus du notaire par leur nom, prénoms usuels, état civil et demeure, les comparants ont signé avec le notaire, le présent acte.

Signé: P-Y. GENOT, J. ELVINGER

Enregistré à Luxembourg A.C. le 27 janvier 2010. Relation: LAC/2010/4025. Reçu soixante-quinze euros (75.- €)

Le Receveur (signé): Francis SANDT.

POUR EXPEDITION CONFORME, délivrée aux fins de publication au Mémorial C, Recueil Spécial des Sociétés et Associations.

Luxembourg, le 04 FEV. 2010.

Joseph ELVINGER.

Référence de publication: 2010025702/112.

(100021916) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

Pylos Luxembourg S.A., Société Anonyme.

Siège social: L-1330 Luxembourg, 48, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 125.877.

Les comptes annuels au 31 décembre 2008 ont été enregistrés et déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Dandois & Meynial
48, bd G.-D. Charlotte
L-1330 Luxembourg
Signature

Référence de publication: 2010025621/14.

(100021592) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2010.

Gerlux Group S.A., Société Anonyme.

Siège social: L-1750 Luxembourg, 62, avenue Victor Hugo.
R.C.S. Luxembourg B 81.104.

Les comptes annuels au 31 décembre 2008 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2010025598/10.

(100021121) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2010.

Gerlux Group S.A., Société Anonyme.

Siège social: L-1750 Luxembourg, 62, avenue Victor Hugo.
R.C.S. Luxembourg B 81.104.

Les comptes annuels au 31 décembre 2009 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2010025597/10.

(100021125) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2010.

Alphacom Holding S.A., Société Anonyme.

Siège social: L-1750 Luxembourg, 62, avenue Victor Hugo.
R.C.S. Luxembourg B 36.346.

Les comptes annuels au 31 décembre 2008 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2010025596/10.

(100021128) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2010.

Continental Pac Industries S.A., Société Anonyme.

Siège social: L-1750 Luxembourg, 62, avenue Victor Hugo.
R.C.S. Luxembourg B 64.010.

Les comptes annuels au 31 décembre 2009 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2010025595/10.

(100021131) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2010.

Burdock S.à r.l., Société à responsabilité limitée.

Capital social: EUR 25.000,00.

Siège social: L-2132 Luxembourg, 22, avenue Marie-Thérèse.
R.C.S. Luxembourg B 117.120.

Les comptes de dissolution au 30 décembre 2009 ont été déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Pour la société

Signature

Référence de publication: 2010025688/13.

(100021513) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2010.

Wellsford S.à r.l., Société à responsabilité limitée unipersonnelle.

Capital social: EUR 14.600.000,00.

Siège social: L-2330 Luxembourg, 128, boulevard de la Pétrusse.

R.C.S. Luxembourg B 143.645.

In the year two thousand nine, on the eighteenth day of December.

Before the undersigned Maître Gérard LECUIT, notary residing in Luxembourg.

THERE APPEARED:

LOWELL S.A., having its registered office in L-2330 Luxembourg, Boulevard de la Pétrusse, 128, R.C.S. Luxembourg B 56267,

here represented by Me Benoit CAILLAUD, lawyer, residing professionally in Luxembourg, by virtue of a proxy given on 11 December 2009.

The said proxy, after having been signed "ne varietur" by the proxy holder of the appearing party and the undersigned notary, will remain annexed to the present deed for the purpose of registration.

The appearing party, represented as stated here above, has requested the undersigned notary to enact the following:

- that LOWELL S.A., prenamed, is the sole shareholder of "WELLSFORD S.à r.l.", a société à responsabilité limitée, having its registered office in Luxembourg, constituted by a deed of the undersigned notary, Me Gérard LECUIT, on December 12th, 2008, published in the Mémorial C, Recueil des Sociétés et Associations, number 84, of January 14th, 2009.

- That the sole shareholder has taken the following resolutions:

First resolution

The sole shareholder decides to increase of the subscribed capital by FOURTEEN MILLION AND FIVE HUNDRED THOUSAND EURO (14,500,000.- EUR) to bring it from its present amount of ONE HUNDRED THOUSAND EURO (100,000.- EUR) to FOURTEEN MILLIONS AND SIX HUNDRED THOUSAND EURO (14,600,000.- EUR) by an increase of the nominal value of the shares from its present amount of ONE HUNDRED EURO (100.- EUR) to FOURTEEN THOUSAND AND SIX HUNDRED EURO (14,600.- EUR) for each share.

Payment

The sole shareholder declares having fully paid up this capital increase by contribution in kind of an unquestionable and immediately payable claim held by the sole shareholder against WELLSFORD S.à r.l. for an amount of FOURTEEN MILLION AND FIVE HUNDRED THOUSAND EURO (14,500,000.- EUR) ("The Contribution").

The existence and the value of the said claim has been certified to the undersigned notary by a certificate established by the manager of the company dated on 18 December 2009 and by a statement of accounts of the Company, dated on 30 September 2009.

LOWELL S.A., SPF, declared that the Contribution is free of any pledge or lien or charge, as applicable, and that there subsist no impediments to the free transferability of the Contribution to the Company without restriction or limitation and that valid instructions have been given to undertake all notifications, registrations or other formalities necessary to perform a valid transfer of the Contribution to the Company.

Such certificate and a statement of accounts, after signature ne varietur by the appearing party and the undersigned notary, shall remain annexed to the present deed to be filed with the registration authorities.

Second resolution

The sole shareholder decides to amend article 6 of the articles of association which will henceforth have the following wording:

" **Art. 6.** The company's corporate capital is fixed at FOURTEEN MILLION AND SIX HUNDRED THOUSAND EURO (14,600,000.- EUR) represented by ONE THOUSAND (1,000.-) shares WITH a nominal value of FOURTEEN THOUSAND AND SIX HUNDRED EURO (14,600.- EUR) each."

Costs

The aggregate amount of the costs, expenditures, remunerations or expenses, in any form whatsoever, which the corporation incurs or for which it is liable by reason of the increase of capital, is approximately FIVE THOUSAND FOUR HUNDRED EURO (5,400.- EUR).

There being no further business, the meeting is terminated.

The undersigned notary, who knows English, states that on request of the appearing parties, the present deed is worded in English, followed by a French version and in case of discrepancies between the English and the French text, the English version will be binding.

WHEREOF, the present notarial deed was drawn up in Luxembourg, on the day indicated at the beginning of this deed.

The document having been read to the person appearing, known to the notary by his name, surnames, civil status and residences, he signed together with the notary the present original deed.

Suit la version française du texte qui précède:

L'an deux mil neuf, le dix-huit décembre.

Par devant Maître Gérard LECUIT, notaire de résidence à Luxembourg.

A COMPARU:

LOWELL S.A., SPF, dont le siège social est établi L-2330 Luxembourg, Boulevard de la Pétrusse, 128, immatriculée sous le numéro R.C.S B 52267.

ici représentée par M^e Benoit CAILLAUD, avocat, demeurant professionnellement à Luxembourg, en vertu d'une procuration datée du 11 décembre 2009.

Laquelle procuration restera, après avoir été signée "ne varietur" par le mandataire du comparant et le notaire instrumentant, annexée aux présentes pour être formalisée avec elles.

Laquelle comparante, représentée comme dit-est, a requis le notaire instrumentant d'acter ce qui suit:

- Que LOWELL S.A., SPF, précitée est la seule et unique associée de la société à responsabilité limitée "WELLSFORD S.à r.l.", avec siège social à Luxembourg, constituée suivant acte reçu par le notaire instrumentant, M^e Gérard LECUIT, en date du 12 décembre 2008, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 84, du 14 janvier 2009.

- Qu'elle a pris les résolutions suivantes:

Première résolution

L'associée unique décide d'augmenter le capital social d'un montant de QUATORZE MILLIONS CINQ CENT MILLE EURO (14.500.000,- EUR) pour le porter de son montant actuel de CENT MILLE EURO (100.000,- EUR) au montant de QUATORZE MILLIONS SIX CENT MILLE EURO (14.600.000,- EUR) par l'augmentation de la valeur nominale des parts sociales existantes d'un montant actuel de CENT EUROS (EUR 100) à un montant de QUATORZE MILLE SIX CENTS EUROS (EUR 14.600) par part sociale.

Libération

L'associée unique, représentée comme dit ci-avant déclare libérer cette l'augmentation de capital moyennant apport en nature d'une créance certaine liquide et exigible détenue par elle-même contre la société WELLSFORD S.à r.l. d'un montant de QUATORZE MILLIONS CINQ CENT MILLE EUROS (14.500.000,- EUR) ("Apport").

L'existence et la valeur de la dite créance a été certifiée au notaire instrumentant au moyen d'un certificat établi par le gérant de la société WELLSFORD S.à r.l. en date du 18 décembre 2009 ainsi que par une situation comptable en date du 30 septembre 2009.

LOWELL S.A., SPF a déclaré que l'Apport est libre de tout gage, privilège ou charge, le cas échéant, et qu'il ne subsiste aucune restriction au transfert de l'Apport à la Société et que des instructions valables ont été données pour effectuer toute notifications, inscriptions ou autres formalités nécessaires pour effectuer un transfert valable de l'Apport à la Société.

Ce certificat ainsi que la situation comptable, après avoir été signés "ne varietur" par le mandataire de la comparante et par le notaire instrumentant, resteront annexées au présent procès-verbal pour être soumis avec lui à la formalité de l'enregistrement.

Deuxième résolution

L'associée unique décide de modifier l'article 6 des statuts pour lui donner la teneur suivante:

" **Art. 6.** Le capital social est fixé à QUATORZE MILLIONS SIX CENT MILLE EURO (14.600.000,- EUR) représenté par MILLE (1.000) parts sociales d'une valeur nominale de QUATORZE MILLE SIX CENTS EURO (14.600,- EUR) chacune."

Frais

Les parties ont évalué le montant des frais, dépenses, rémunérations et charges, sous quelque forme que ce soit, qui incombent à la société ou qui sont mis à sa charge en raison des présentes à environ CINQ MILLE QUATRE CENTS EUROS (5.400,- EUR).

Plus rien n'étant à l'ordre du jour, la séance est levée.

Le notaire soussigné, qui a personnellement la connaissance de la langue anglaise, déclare que le comparant l'a requis de documenter le présent acte en langue anglaise, suivi d'une version française, et en cas de divergence entre le texte anglais et le texte français, le texte anglais fera foi.

DONT ACTE, fait et passé à Luxembourg, date qu'en tête des présentes.

Et après lecture faite et interprétation donnée au mandataire de la comparante, connu du notaire par ses nom, prénoms usuels, états et demeures, il a signé avec le notaire le présent acte.

Signé: B. CAILLAUD, G. LECUIT

Enregistré à Luxembourg Actes Civils, le 23 décembre 2009. Relation: LAC/2009/56537. Reçu soixante-quinze euros (EUR 75,-)

Le Receveur (signé): F. SANDT.

POUR COPIE CONFORME, délivrée aux fins de publication au Mémorial, Recueil Spécial des Sociétés et Associations.

Luxembourg, le 10 février 2010.

Gérard LECUIT.

Référence de publication: 2010025700/116.

(100022219) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

Rentegal Luxembourg S.à r.l., Société à responsabilité limitée.

Siège social: L-2346 Luxembourg, 20, rue de la Poste.

R.C.S. Luxembourg B 109.671.

Les comptes annuels au 31 Décembre 2007 ont été déposés au registre de commerce et des sociétés de Luxembourg. Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg Corporation Company S.A.

Signatures

Référence de publication: 2010025703/11.

(100021627) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2010.

H.E.A.T Mezzanine S.A., Société Anonyme.

Siège social: L-1748 Findel, 8, rue Lou Hemmer.

R.C.S. Luxembourg B 109.738.

L'an deux mille dix, le premier février,

Par devant Maître Léonie GRETHEN, notaire de résidence à Luxembourg,

S'est réunie l'assemblée générale extraordinaire des actionnaires de la société anonyme "H.E.A.T Mezzanine S.A.", ayant son siège social à L-1748 Findel-Golf, 8, rue Lou Hemmer, inscrite au registre de commerce et des sociétés de Luxembourg, sous le numéro B 109738, constituée suivant acte reçu par Maître Paul DECKER, alors notaire de résidence à Luxembourg, en date du 12 juillet 2005, publié au Mémorial C, numéro 1367 du 12 décembre 2005. Les statuts ont été modifiés à différentes reprises et en dernier lieu suivant acte reçu par le notaire Paul Emile SCHLESSER, en date du 30 décembre 2009, pas encore publié au Mémorial C.

La séance est ouverte sous la présidence de Monsieur Jörg MEIER administrateur, demeurant professionnellement à Luxembourg,

qui désigne comme secrétaire Monsieur Jérôme ADAM, salarié, demeurant professionnellement à Luxembourg.

L'assemblée choisit comme scrutateur Monsieur Hans-Joachim ROSTECK, administrateur, demeurant professionnellement à Luxembourg.

Le bureau ayant été ainsi constitué, le président expose et prie le notaire instrumentaire d'acter:

I) Que la présente assemblée a pour ordre du jour:

1. confirmer la nomination des administrateurs.

II) Que les actionnaires présents ou représentés, le mandataire des actionnaires représentés et le nombre d'actions qu'ils détiennent sont renseignés sur une liste de présence; cette liste de présence après avoir été signée par le mandataire des actionnaires représentés, les membres du bureau et le notaire instrumentaire, restera annexée au présent procès-verbal pour être soumise avec lui aux formalités de l'enregistrement.

Restera pareillement annexée aux présentes les procurations des actionnaires représentés après avoir été paraphée "ne varietur" par les membres du bureau et le notaire instrumentaire.

III) Qu'il résulte de ladite liste de présence que toutes les VINGT-CINQ MILLE (25.000) actions de UN EURO VINGT-QUATRE CENTS (EUR 1,24) chacune sont représentées à la présente assemblée générale extraordinaire.

IV) L'assemblée est donc régulièrement constituée et peut valablement délibérer sur son ordre du jour, duquel les actionnaires déclarent avoir eu préalablement connaissance.

V) Ces faits exposés par le président et reconnus exacts par les membres du bureau, l'assemblée passe à l'ordre du jour.

Après délibération, le président met aux voix les résolutions suivantes qui ont été adoptées à l'unanimité:

Première résolution

L'assemblée générale déclare, avec effet rétroactif à la date de l'assemblée générale ordinaire de l'an 2008, confirmer pour une durée de 6 ans, jusqu'à l'assemblée générale ordinaire de 2014, le mandat des administrateurs actuels;

- M. Jürgen BERG,

- M. Hans-Joachim ROSTECK

et

- M. Jörg MEIER.

Plus rien n'étant à l'ordre du jour, la séance est levée.

DONT ACTE, fait et passé à Luxembourg, date qu'en tête des présentes.

Et après lecture faite et interprétation donnée aux comparants, connus du notaire instrumentais par nom, prénoms usuels, états et demeures, les membres du bureau ont signé le présent acte avec le notaire.

Signé: Meier, Rosteck, Adam, GRETHEN

Enregistré à Luxembourg, le 04 février 2010. Relation: LAC/2010/5398. Reçu douze euros (12,00 €)

Le Receveur (signé): SANDT.

Pour expédition conforme, délivrée aux fins de la publication au Mémorial C.

Luxembourg, le 10 février 2010.

Référence de publication: 2010025771/52.

(100021809) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

Fox Luxco S.à r.l., Société à responsabilité limitée.

Siège social: L-1653 Luxembourg, 2, avenue Charles de Gaulle.

R.C.S. Luxembourg B 123.515.

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EXTRAIT

Die Berufsadresse des unbeschränkt einzelvertretungsberechtigten Kategorie A Geschäftsführers Rodolpho AMBOSS, geboren am 10.05.1963 in Cachoeiro de Itapemirim, Brasilien, bestellt seit 19.12.2006, hat sich geändert und lautet nunmehr:

1271 Sixth Avenue (38 OG), 10020 New York, NY,

Vereinigte Staaten von Amerika

Die Berufsadresse des unbeschränkt einzelvertretungsberechtigten Kategorie A Geschäftsführers David BEARDSSELL, geboren am 16.06.1975 in New Jersey, Vereinigte Staaten von Amerika, bestellt seit 01.02.2008, hat sich geändert und lautet nunmehr:

Berkeley Square (Berkeley Square House, 3tes Stockwerk, Suite 5), W1J 6BR London, Vereinigtes Königreich von England.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Luxemburg, den 10. Februar 2010.

Für Zwecke der gleichlautenden Eintragung in das Handelsregister

Fox Luxco Sàrl

Ralph Kürschner

Kategorie A Geschäftsführer

Référence de publication: 2010025943/24.

(100022243) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2010.

AB Acquisitions Luxco 1 S.à r.l., Société à responsabilité limitée.

Siège social: L-2440 Luxembourg, 59, rue de Rollingergrund.

R.C.S. Luxembourg B 129.314.

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In the year two thousand and nine, on the twenty-ninth of December.

Before the undersigned, Maître Jean-Joseph WAGNER, notary residing in Sanem, Grand Duchy of Luxembourg.

THERE APPEARED

- "ALLIANCE BOOTS GmbH", a limited partnership organized and existing under the laws of the Switzerland, having its registered office at Baarerstrasse 94, CH-6300 Zug, Switzerland,

here represented by Mr Gavin SOLOMONS, lawyer, residing in Luxembourg, by virtue of a proxy, given on 22 December 2009.

- "ALLIANCE BOOTS (NOMINEES) LIMITED", a private limited company organized and existing under the laws of England and Wales, registered with the Registrar of Companies under number 00555964, having its registered office at 1 Thane Road West, Nottingham, NG1 3AA, United Kingdom,

here represented by Mr Gavin SOLOMONS, previously named, by virtue of a proxy, given on 22 December 2009.

- "BARCLAYS WEALTH TRUSTEES (GUERNSEY) LIMITED", a company whose registered office is situated at PO Box 671, Regency Court, Glatigny Esplanade, St. Peter Port, Guernsey, Channel Islands, GY1 3ST,

here represented by Ms Judit STERN, lawyer, residing in Luxembourg, by virtue of a proxy, given on 23 December 2009.

The said proxies, initialled *ne varietur* by the proxy holder of the appearing parties and the notary, will remain annexed to the present deed to be filed at the same time with the registration authorities.

Such appearing parties are the shareholders of "AB Acquisitions Luxco 1 S.à r.l.", (hereinafter the "Company") a société à responsabilité limitée incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 59, rue de Rollingergrund, L-2440 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register under number B 129.314, incorporated pursuant to a deed of the undersigned notary dated June 27, 2007, whose articles of incorporation have been published in the *Mémorial C, Recueil des Sociétés et Associations* dated on 9 August 2007 (number 1686, page 80920) (the "*Mémorial C*"). The Company's articles of incorporation have been amended for the last time on 26 March 2009.

The appearing parties representing the whole corporate capital require the notary to act the following resolutions:

First resolution

The shareholders decide to increase the share capital of the Company by an amount of two million nine hundred and ten thousand Sterling Pounds (GBP 2,910,000.-) so as to raise it from its present amount of two hundred and twenty million two hundred and sixty-four thousand two hundred and eighty-six Sterling Pounds (GBP 220,264,286.-) up to two hundred and twenty-three million one hundred and seventy-four thousand two hundred and eighty-six Sterling Pounds (GBP 223,174,286.-) by the issue of (i) eleven million three hundred and ninety-one thousand seven hundred and seventeen (11,391,717) class A2 shares, (ii) twenty-seven thousand five hundred and eighty-seven (27,587) class B2 shares, (iii) twenty-seven thousand five hundred and eighty-seven (27,587) class C2 shares, (iv) twenty-seven thousand five hundred and eighty-seven (27,587) class D2 shares, (v) twenty-seven thousand five hundred and eighty-seven (27,587) class E2 shares, (vi) twenty-seven thousand five hundred and eighty-seven (27,587) class F2 shares, (vii) twenty-seven thousand five hundred and eighty-seven (27,587) class G2 shares, (viii) twenty-seven thousand five hundred and eighty-seven (27,587) class H2 shares, (ix) twenty-seven thousand five hundred and eighty-seven (27,587) class I2 shares and (x) twenty-seven thousand five hundred and eighty-seven (27,587) class J2 shares (collectively referred as the "New Shares") and having the rights and obligations set out in the Company's articles of incorporation, each having a par value of twenty-five pence (GBP 0.25.-), through a contribution in cash.

The New Shares are wholly subscribed by BARCLAYS WEALTH TRUSTEES (GUERNSEY) LIMITED, prenamed, and paid up by the contribution in cash.

The total contribution of two million nine hundred and ten thousand Sterling Pounds (GBP 2,910,000.-) is entirely allocated to the share capital of the Company.

Evidence of the contribution is at the disposal of the Company has been given to the Notary, who expressly acknowledges receipt of the proof of payment.

Second resolution

The shareholders decide to convert the existing (i) three hundred and ninety thousand five hundred and nine (390,509) class B1 shares, (ii) three hundred and ninety thousand five hundred and nine (390,509) class C1 shares, (iii) three hundred and ninety thousand five hundred and nine (390,509) class D1 shares, (iv) three hundred and ninety thousand five hundred and nine (390,509) class E1 shares, (v) three hundred and ninety thousand five hundred and nine (390,509) class F1 shares, (vi) three hundred and ninety thousand five hundred and nine (390,509) class G1 shares, (vii) three hundred and ninety thousand five hundred and nine (390,509) class H1 shares, (viii) three hundred and ninety thousand five hundred and nine (390,509) class I1 shares and (ix) three hundred and ninety thousand five hundred and nine (390,509) class J1 shares held by ALLIANCE BOOTS GmbH, prenamed, and issued to it on 26 March 2009, into three million five hundred and fourteen thousand five hundred and eighty-one (3,514,581) class A1 shares. Consequently, ALLIANCE BOOTS GmbH, will hold:

- eight hundred and twenty-eight million seven hundred and seventy-one thousand seven hundred and twenty-one (828,771,721) class A1 shares;
- two million nine thousand four hundred and eighty-seven (2,009,487) class B1 shares;
- two million nine thousand four hundred and eighty-seven (2,009,487) class C1 shares;

- two million nine thousand four hundred and eighty-seven (2,009,487) class D1 shares;
- two million nine thousand four hundred and eighty-seven (2,009,487) class E1 shares;
- two million nine thousand four hundred and eighty-seven (2,009,487) class F1 shares;
- two million nine thousand four hundred and eighty-seven (2,009,487) class G1 shares;
- two million nine thousand four hundred and eighty-seven (2,009,487) class H1 shares;
- two million nine thousand four hundred and eighty-seven (2,009,487) class I1 shares; and
- two million nine thousand four hundred and eighty-seven (2,009,487) class J1 shares.

As a consequence of the above-mentioned two resolutions, the first paragraph of article 6 of the articles of incorporation of the Company is amended and now read as follows:

" Art. 6. Share capital.

6.1 The Company has a share capital of two hundred and twenty-three million one hundred and seventy-four thousand two hundred and eighty-six Sterling Pounds (GBP 223,174,286.-) divided into:

- eight hundred and twenty-eight million seven hundred and seventy-one thousand seven hundred and twenty-five (828,771,725) class A1 shares (the "Class A1 Shares"),
- two million nine thousand four hundred and ninety-one (2,009,491) class B1 shares (the "Class B1 Shares"),
- two million nine thousand four hundred and ninety-one (2,009,491) class C1 shares (the "Class C1 Shares"),
- two million nine thousand four hundred and ninety-one (2,009,491) class D1 shares (the "Class D1 Shares"),
- two million nine thousand four hundred and ninety-one (2,009,491) class E1 shares (the "Class E1 Shares"),
- two million nine thousand four hundred and ninety-one (2,009,491) class F1 shares (the "Class F1 Shares"),
- two million nine thousand four hundred and ninety-one (2,009,491) class G1 shares (the "Class G1 Shares"),
- two million nine thousand four hundred and ninety-one (2,009,491) class H1 shares (the "Class H1 Shares"),
- two million nine thousand four hundred and ninety-one (2,009,491) class I1 shares (the "Class I1 Shares"), and
- two million nine thousand four hundred and ninety-one (2,009,491) class J1 shares (the "Class J1 Shares"),

The Class A1 Shares, the Class B1 Shares, the Class C1 Shares, the Class D1 Shares, the Class E1 Shares, the Class F1 Shares, the Class G1 Shares, the Class H1 Shares, the Class I1 Shares and the Class J1 Shares shall be collectively referred to as the "Holdco Ordinary Shares".

- forty-four million eight hundred and sixty-two thousand two hundred and thirty-one (44,862,231) class A2 shares (the "Class A2 Shares" and together with the Class A1 Shares, the "Class A Shares"),
 - one hundred and eight thousand six hundred and forty-one (108,641) class B2 shares (the "Class B2 Shares" and together with the Class B1 Shares, the "Class B Shares"),
 - one hundred and eight thousand six hundred and forty-one (108,641) class C2 shares (the "Class C2 Shares" and together with the Class C1 Shares, the "Class C Shares"),
 - one hundred and eight thousand six hundred and forty-one (108,641) class D2 shares (the "Class D2 Shares" and together with the Class D1 Shares, the "Class D Shares"),
 - one hundred and eight thousand six hundred and forty-one (108,641) class E2 shares (the "Class E2 Shares" and together with the Class E1 Shares, the "Class E Shares"),
 - one hundred and eight thousand six hundred and forty-one (108,641) class F2 shares (the "Class F2 Shares" and together with the Class F1 Shares, the "Class F Shares"),
 - one hundred and eight thousand six hundred and forty-one (108,641) class G2 shares (the "Class G2 Shares" and together with the Class G1 Shares, the "Class G Shares"),
 - one hundred and eight thousand six hundred and forty-one (108,641) class H2 shares (the "Class H2 Shares" and together with the Class H1 Shares, the "Class H Shares"),
 - one hundred and eight thousand six hundred and forty-one (108,641) class I2 shares (the "Class I2 Shares" and together with the Class I1 Shares, the "Class I Shares"), and
 - one hundred and eight thousand six hundred and forty-one (108,641) class J2 shares (the "Class J2 Shares" and together with the Class J1 Shares, the "Class J Shares"),
- all having a par value of zero point twenty-five sterling pound (GBP 0.25) each, and all fully subscribed and entirely paid up.

The Class A2 Shares, the Class B2 Shares, the Class C2 Shares, the Class D2 Shares, the Class E2 Shares, the Class F2 Shares, the Class G2 Shares, the Class H2 Shares, the Class I2 Shares and the Class J2 Shares shall be collectively referred to as the "Class 2 Ordinary Shares".

The Holdco Ordinary Shares and the Class 2 Ordinary Shares are together referred as the "Ordinary Shares"."

Third resolution

The shareholders decide to amend and fully restate the articles of association of the Company without changing the purpose of the Company, which shall now be read as follows:

"A. - Purpose, Duration, Name, Registered office

Art. 1. There is hereby established by the current owners of the Ordinary Shares (as defined below) created hereafter and among all those who may become shareholders in future, a private limited liability company (société à responsabilité limitée) (hereinafter the "Company") which shall be governed by the law of 10 August 1915 concerning commercial companies, as amended (hereinafter the "1915 Law"), by the present Articles and by the Shareholders' Agreement.

Art. 2. The purpose of the Company is the holding of participations, in any form whatsoever, in Luxembourg and foreign companies and any other form of investment, the acquisition by purchase, subscription or in any other manner as well as the transfer by sale, exchange or otherwise of securities of any kind and the administration, control and development of its portfolio.

The Company may further guarantee, grant security in favour of third parties to secure its obligations or the obligations of companies in which it holds a direct or indirect participation or which form part of the same group of companies as the Company, grant loans or otherwise assist the companies in which it holds a direct or indirect participation or which form part of the same group of companies as the Company.

The Company may carry out any commercial, industrial, financial or intellectual property activities, which it may deem useful in accomplishment of these purposes.

Art. 3. The Company is incorporated for an unlimited period.

Art. 4. The Company assumes the name of "AB ACQUISITIONS LUXCO 1 S.à r.l.".

Art. 5. The registered office of the Company is established in Luxembourg City, Grand Duchy of Luxembourg. The registered office may be transferred within the same municipality by decision of the Board of Managers.

Branches or other offices may be established either in Luxembourg or abroad by resolution of the Board of Managers.

In the event that the Board of Managers determines that extraordinary political, economic or social developments have occurred or are imminent, that would interfere with the normal activities of the Company at its registered office or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these abnormal circumstances; such temporary measures shall have no effect on the nationality of the Company which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg company.

B. - Share capital. Shares

Art. 6. Share capital

6.1 The Company has a share capital of two hundred and twenty-three million one hundred and seventy-four thousand two hundred and eighty-six Sterling Pounds (GBP 223,174,286.-) divided into:

- eight hundred and twenty-eight million seven hundred and seventy-one thousand seven hundred and twenty-five (828,771,725) class A1 shares (the "Class A1 Shares"),
- two million nine thousand four hundred and ninety-one (2,009,491) class B1 shares (the "Class B1 Shares"),
- two million nine thousand four hundred and ninety-one (2,009,491) class C1 shares (the "Class C1 Shares"),
- two million nine thousand four hundred and ninety-one (2,009,491) class D1 shares (the "Class D1 Shares"),
- two million nine thousand four hundred and ninety-one (2,009,491) class E1 shares (the "Class E1 Shares"),
- two million nine thousand four hundred and ninety-one (2,009,491) class F1 shares (the "Class F1 Shares"),
- two million nine thousand four hundred and ninety-one (2,009,491) class G1 shares (the "Class G1 Shares"),
- two million nine thousand four hundred and ninety-one (2,009,491) class H1 shares (the "Class H1 Shares"),
- two million nine thousand four hundred and ninety-one (2,009,491) class I1 shares (the "Class I1 Shares"), and
- two million nine thousand four hundred and ninety-one (2,009,491) class J1 shares (the "Class J1 Shares").

The Class A1 Shares, the Class B1 Shares, the Class C1 Shares, the Class D1 Shares, the Class E1 Shares, the Class F1 Shares, the Class G1 Shares, the Class H1 Shares, the Class I1 Shares and the Class J1 Shares shall be collectively referred to as the "Holdco Ordinary Shares".

- forty-four million eight hundred and sixty-two thousand two hundred and thirty-one (44,862,231) class A2 shares (the "Class A2 Shares" and together with the Class A1 Shares, the "Class A Shares"),

- one hundred and eight thousand six hundred and forty-one (108,641) class B2 shares (the "Class B2 Shares" and together with the Class B1 Shares, the "Class B Shares"),

- one hundred and eight thousand six hundred and forty-one (108,641) class C2 shares (the "Class C2 Shares" and together with the Class C1 Shares, the "Class C Shares"),

- one hundred and eight thousand six hundred and forty-one (108,641) class D2 shares (the "Class D2 Shares" and together with the Class D1 Shares, the "Class D Shares"),

- one hundred and eight thousand six hundred and forty-one (108,641) class E2 shares (the "Class E2 Shares" and together with the Class E1 Shares, the "Class E Shares"),

- one hundred and eight thousand six hundred and forty-one (108,641) class F2 shares (the "Class F2 Shares" and together with the Class F1 Shares, the "Class F Shares"),
 - one hundred and eight thousand six hundred and forty-one (108,641) class G2 shares (the "Class G2 Shares" and together with the Class G1 Shares, the "Class G Shares"),
 - one hundred and eight thousand six hundred and forty-one (108,641) class H2 shares (the "Class H2 Shares" and together with the Class H1 Shares, the "Class H Shares"),
 - one hundred and eight thousand six hundred and forty-one (108,641) class I2 shares (the "Class I2 Shares" and together with the Class I1 Shares, the "Class I Shares"), and
 - one hundred and eight thousand six hundred and forty-one (108,641) class J2 shares (the "Class J2 Shares" and together with the Class J1 Shares, the "Class J Shares"),
- all having a par value of zero point twenty-five sterling pound (GBP 0.25) each, and all fully subscribed and entirely paid up.

The Class A2 Shares, the Class B2 Shares, the Class C2 Shares, the Class D2 Shares, the Class E2 Shares, the Class F2 Shares, the Class G2 Shares, the Class H2 Shares, the Class I2 Shares and the Class J2 Shares shall be collectively referred to as the "Class 2 Ordinary Shares".

The Holdco Ordinary Shares and the Class 2 Ordinary Shares are together referred as the "Ordinary Shares".

6.2 The share capital of the Company may be changed at any time by a decision of the general meeting of Ordinary Shareholders, in accordance with articles 21 and 22 of the Articles and within the limits provided for by article 199 of the 1915 Law.

6.3 Subject to any other provisions in the Articles, each Ordinary Share entitles to a fraction of the corporate assets and profits of the Company in direct proportion to the number of shares in existence.

6.4 Towards the Company, the Ordinary Shares are indivisible, since only one owner is admitted per Ordinary Share. Co-owners have to appoint a sole person as their representative towards the Company.

6.5 In addition to the corporate capital, there may be set up a share premium account to be designated as the "Share Premium Account", into which any premium paid on Ordinary Shares is transferred. The amount of said premium account is at the free disposal of the Ordinary Shareholders.

Art. 7. Issue of Shares. The provisions as set out below shall apply on any issue of Securities or any other equity shares in or warrants in respect of the share capital of the Company:

7.1 the Reserved Shares may be issued following the Amendment Date from time to time to the Investor or to officers or employees of Group Companies or to persons connected to any of them, on such terms as may be approved by Holdco with Investor Manager Consent.

7.2 after Completion, Holdco may, if it wishes, propose an increase of the share capital of the Company and/or the number of Warrants (on the basis that any such issues will dilute the Executives and the Investor) and make related changes to the Articles and/or the Warrant Instrument. The Executives through the Investor will not be entitled to participate in new issues of shares or rights to subscribe for Shares or Warrants and will vote their shares and exercise their rights to enable any such issue and amendment as requested by Holdco.

7.3 All Ordinary Shares are in registered form, in the name of a specified person, and recorded in the register of shareholders of the Company in accordance with article 185 of the 1915 Law.

Art. 8. Redemption / Cancellation of Shares.

8.1 The share capital of the Company may be reduced through the cancellation of Ordinary Shares including by the cancellation of one or more entire classes of Ordinary Shares through the repurchase and cancellation of all the Ordinary Shares in issue in such class(es). In the case of repurchases and cancellations of classes of Ordinary Shares such cancellations and repurchases of Ordinary Shares shall be made in the reverse alphabetical order (starting with Class J Shares).

8.2 In the event of a reduction of share capital through the repurchase and the cancellation of a class of Ordinary Shares (in the order provided for in article 8.1), such class of Ordinary Shares gives the right to the holders thereof pro rata to their holding in such class (subject always as provided in Article 27) to the Total Cancellation Amount.

8.3.1 The Total Cancellation Amount shall be an amount determined by the Board of Managers and approved by the general meeting of Shareholders on the basis of the relevant Interim Accounts and must not exceed the Available Amount.

8.3.2 Upon the repurchase and cancellation of the Ordinary Shares of the relevant class, the Total Cancellation Value will become due and payable by the Company.

C. Management

Art. 9. Board of Managers.

9.1. The Company is managed by a Board of Managers (the "Board of Managers") appointed as a collegiate body in accordance with the provisions set out hereafter. The Board of Managers shall always be composed so that:

9.1.1 at least four (4) board members (and if more than four, such number must be an even number) shall be appointed by the General Meeting of Ordinary Shareholders from a list of candidates proposed by the holders of Class 1 Ordinary

Shares (the "Board Members", each a "Board Member") and thus in accordance with the provisions of the Investors Agreement;

9.1.2 one half of the Board Members are referred to as the class A managers (the "Class A Managers"); and

9.1.3 one half of the Board Members are referred to as the class B managers (the "Class B Managers").

9.2. The Board Members shall be appointed by the general meeting of Ordinary Shareholders, with the vote of the Ordinary Shareholders present or represented.

9.3 A Board Member may be revoked ad nutum with or without cause and replaced at any time by the general meeting of Ordinary Shareholders.

9.4 In the event a Board Member is removed or replaced or in the event a Board Member resigns, dies, retires or in the event of any other vacancy, his replacement shall be appointed by general meeting of Ordinary Shareholders, in compliance with the provisions of 9.1.1 and 9.1.2 above.

9.5 The Board of Managers may appoint a chairman of the Board of Managers (the "Chairman") and a vice chairman (the "Vice Chairman"), among the Board Members as appointed in the above article. The Vice Chairman shall represent the Chairman in case of his absence.

Art. 10. Board Proceedings.

10.1. The Board of Managers can deliberate or act validly only if at least two thirds of all the Board Members are present or represented at a meeting. Absent Board Members may be represented by other Board Members by appointing in writing or by cable, telegram, telex or facsimile, e-mail or any other similar means of communication another manager as his proxy. A manager may represent more than one of his colleagues. The vote of such Board Member shall be counted as if the Board Member was physically present at the meeting. If a meeting of the Board of Managers is not quorate, a new meeting of the Board of Managers with the same agenda is to be called regardless the number of Board Members who are present.

10.2. The Board of Managers shall meet upon call by the Chairman or in case of his absence, the Vice Chairman, or two Board Members, at the place indicated in the notice of meeting. The meetings of the Board of Managers shall be held physically at the registered office of the Company or any other place in Luxembourg. Written notice of any meeting of the Board of Managers must be given to the Board Members at least twenty-four (24) hours in advance of the date foreseen for the meeting, except in case of emergency, in which case the nature and the motives of the emergency shall be mentioned in the notice. This notice may be waived by consent in writing, by cable, telegram, telex or facsimile, e-mail or any other similar means of communication. A separate notice will not be required for a board meeting to be held at a time and location determined in a prior resolution adopted by the Board of Managers. No notice shall be required in case all the members of the Board of Managers are present or represented at a meeting of such Board of Managers or in the case of resolutions in writing approved and signed by all the Board Members.

10.3 The Chairman shall preside at all meetings of the Board of Managers, but in his absence, the Board of Managers may appoint another Board Member as chairman pro tempore by vote of the majority present at any such meeting.

10.4 If some or all Board Members are in different places, a meeting of the Board of Managers may consist of a telephone or video conference or any other form of communications equipment or by a combination of those methods, provided that all Board Members wish so and they are able to clearly hear and to address each other simultaneously. The participation in a meeting by these means is equivalent to a participation in person at such meeting.

10.5 Decisions of the Board of Managers require a simple majority of votes of the Members of the Board of Managers present or represented at such meeting to be validly taken.

10.6 The Board of Managers can, acting unanimously, validly pass resolutions waiving all requirements of notice periods or any other form requirements. The Board of Managers may especially in all circumstances take decisions by way of unanimous written resolutions by circular means when expressing its approval in writing, by mail, telegram, telex or facsimile, e-mail or any other similar means of communication. The entirety will form the minutes giving evidence of the resolutions, which have been taken. Resolutions in writing approved and signed by all Board Members shall have the same effect as resolutions passed at a Board of Managers' meeting duly convened.

10.7 The minutes of any meeting of the Board of Managers shall be signed by the Chairman or, in his absence, by the Vice-Chairman or by two managers. Copies or extracts of such minutes which may be produced in judicial proceedings or otherwise shall be signed by the Chairman or by two managers or by any person duly appointed to that effect by the Board of Managers.

Art. 11. Board Powers, Binding Signatures.

11.1. The Board of Managers is vested with the broadest powers to manage the business of the Company and to authorise and/or perform all acts of disposal and administration falling within the purposes of the Company. All powers not expressly reserved by the 1915 Law or by these Articles to the general meeting of Ordinary Shareholders shall be within the competence of the Board of Managers. Vis-à-vis third parties the Board of Managers has the most extensive powers to act on behalf of the Company in all circumstances and to do, authorise and approve all acts and operations relative to the Company not reserved by the 1915 Law or these Articles to the general meeting of Ordinary Shareholders or as may be provided herein.

11.2. The Company will be bound in all circumstances by the joint signature of at least one Class A Manager and one Class B Manager.

11.3 The Board of Managers may sub-delegate its powers for specific tasks to one or several ad hoc agents. The Board of Managers will determine this agent's responsibilities and remuneration (if any) the duration of the period of representation and any other relevant conditions of his agency.

11.4 The Board Members do not assume, by reason of their position, any personal liability in relation to commitments made by them in the name of the Company. They are authorised agents only and are therefore merely responsible for the execution of their mandate.

Art. 12. Conflicts. No contract or other transaction between the Company and any other corporation or entity shall be affected or invalidated by the fact that any one or more of the Board Members of the Company is interested in or is a manager, director, officer or employee of such other corporation or entity. Any Board Member or officer of the Company who serves as manager, director, officer or employee of any corporation or entity with which the Company shall contract or otherwise engage in business shall not solely by reason of such affiliation with such other corporation or entity be prevented from considering and voting or acting upon any matters with respect to such contract or other business.

D - Transfer of shares

Art. 13. General provisions.

13.1 Ordinary Shareholders shall not transfer or dispose of any Ordinary Shares or any interest in any Ordinary Shares, other than in accordance with the Articles and in case of transfers to non-shareholders, with the consent given in a general meeting of Ordinary Shareholders by the holders of 75% (seventy-five percent) of all the Ordinary Shares of the Company pursuant to article 189 of the 1915 Law.

13.2 The Shareholders holding Class 2 Ordinary Shares are not entitled to Transfer Securities unless the Transfer is permitted by article 14.1.

13.3 No Ordinary Shares shall be allotted or issued to a person who is not already a shareholder of the Company (a "New Shareholder") and the Board Members shall not enter the New Shareholder in the register of members unless the New Shareholder has executed and delivered a deed of adherence to the Shareholders Agreement or unless there is Investor Manager Consent.

13.4 Each Executive agrees that if he or any Related Holder calls for a Transfer of the legal title to the Securities held through the Investor or any Related Holder, he will be deemed to have become a Bad Leaver and the terms of article 18 shall apply in respect of that Executives' Securities as if he had ceased to be employed by the Group on the date he called for such Transfer.

13.5 Any restriction or prohibition set out under the present Articles on the Transfer of Ordinary Shares or Warrants will apply mutatis mutandis to the Transfer of Ordinary Share Interests or Warrant Interests respectively unless otherwise expressly agreed in writing by the Company.

13.6 For the purpose of ensuring that a Transfer of Securities is permitted under the Articles, or that no circumstances have arisen whereby a notice is required to be or ought to have been given under the Articles or that a Tag Offer is required to be or ought to have been made pursuant to article 15, the Board of Managers may, and shall if so requested by the Board Members, require a Security Holder and each Security Holder has to procure that such person as the Board of Managers or the Board Members may reasonably believe to have information relevant to such purpose, provides the Company with such information and evidence as the Board of Managers reasonably thinks fit regarding any matter which it deems relevant to such purpose. Pending the provision of any such information, the Company shall be entitled to refuse to register any relevant Transfer.

Art. 14. Transfer Restrictions.

14.1 Notwithstanding any provision to the contrary in the Articles or the Warrant Instrument, no Securities may be Transferred by an Executive or by the Investor (on behalf of the Executives) other than (and each Executive shall procure that any Family Member or Family Trust or Related Corporation which holds any Securities allocated to him shall not Transfer any Securities unless one of the following exemptions applies):

14.1.1 with Investor Manager Consent;

14.1.2 when required by article 18 or article 20 (and such Investor and the Executives confirm that they do accept the provisions of article 18 and article 20);

14.1.3 in accordance with article 15;

14.1.4 when required by article 16;

14.1.5 to the Company in accordance with the provisions of the 1915 Law; or

14.1.6 to a Family Member or a Family Trust or with the prior written consent of the Company to a Related Corporation or back from such Family Member or Family Trust or Related Corporation to the Executives to whom such Shares were originally allocated under the terms of the EBT Trust Deed). Any such Transfer of Securities must be in respect of

(i) Securities of all the classes of Securities owned by the relevant Executive, Family Member or Family Trust or Related Corporation and (ii) the same proportion of the holdings of such person of each class of Securities.

14.2 Subject always to article 14.3, any Transfer or purported Transfer of any Securities in breach of this article 14 shall be void and shall have no effect and the Board of Managers shall not register any Transfer of Securities in breach of this article 14.

14.3 If a Security Holder or Stockholder fails to comply with its obligations under clause 14.1, or if a Transfer is made or is deemed to have been made to a Family Member who ceases to be a Family Member (whether by divorce or otherwise) or to a Family Trust which ceases to be a Family Trust or to a Related Corporation which ceases to be a Related Corporation, the Board of Managers may (and shall, if requested by the Board Members) authorise any Board Member to execute, complete and deliver as agent for and on behalf of that Security Holder or Stockholder a Transfer of the Securities or Stock back to the Transferor of such Securities or Stock for a nominal consideration. The Board of Managers shall authorise registration of such Transfer(s), after which, the validity of such Transfer shall not be questioned by any person.

Art. 15. Tag along.

15.1 Subject to articles 15.2, 15.3 and 15.6, the present article applies in circumstances where:

(a) a Transfer of any Securities (whether through a single transaction or a series of related transactions) is made by Holdco (the "Tag Trigger Shareholder") to a person and/or any other person who is connected with it or with whom it is acting in concert (each being "a member of the purchasing group"); or

(b) a Tag Along Notice (as defined in the Investors Agreement) has been served (or would have been served but solely for the fact that the Transfer is from KKR to another Principal Investor) in accordance with Section 6.3(a) of the Investors Agreement by KKR. For the purposes of the Articles, KKR as the Selling Investors (pursuant to the Investors Agreement) shall be a "Tag Trigger Shareholder" and the Tag-Along Purchaser and/or the Proposed Transferee (as defined in the Investors Agreement) shall be "a member of the purchasing group".

15.2 Paragraph (a) of Article 15.1 does not apply to a Transfer of Securities made to a New Holding Company and/or New Parent Company or to any nominee for Holdco or to transfers made in connection with a Reorganisation.

15.3 For the avoidance of doubt, article 15 shall not apply with respect to the Transfer of any shares of Gibco by any Principal Investor to the extent such Transfer is pursuant to and in accordance with Article III of the Investors Agreement.

15.4. No Transfer of Securities (other than one referred to in the second sentence of article 15.6) to which the present article applies will be made unless:

15.4.1 an offer has been made by a person (the "Tag Offer"), which if accepted will enable at least the Tag Proportion of Executives' Shares and Executives' Warrants (the "Tag Securities") (making calculations on the basis that each Warrant and each Ordinary Share are one Security) to be sold on the terms of article 15 (unless, in the case of a particular holder of Tag Securities less favourable terms are agreed with such holder); and

15.4.2 the Tag Offer is or has become wholly unconditional.

15.5 In the present article, "Tag Proportion" means:

(i) in respect of a Transfer to which article 15.1(a) applies, the fraction expressed as a percentage determined by dividing the number of Securities to be sold by Holdco by the total number of Securities held by Holdco save that if arrangements are in place entitling KKR to a higher proportion of Holdco's Proceeds on a Transfer than that to which KKR is entitled by virtue of the size of its (direct or indirect) holding of shares in Holdco, the Tag Proportion shall be such higher proportion as Holdco (with Investor Manager Consent, both of whom acting in good faith and in consultation with the Manager Representatives subject as provided in Article 31.6) determines; or

(ii) in respect of a Transfer to which article 15.1(b) applies, the same fraction of the Tag Securities held by each Security Holder as the fraction the numerator of which is the shares sold by KKR in the transaction related to the Tag Offer and the denominator of which is the total number of shares held by KKR at the time (the term Shares having the meaning given in the Investors Agreement).

15.6 The terms of a Tag Offer pursuant to article 15.1 (a) shall be that it shall be open for acceptance for not less than 10 Business Days (or such lesser number of days as is determined by Holdco) and shall be deemed to have been rejected if not accepted in accordance with the terms of the offer and within the period during which it is open for acceptance. This article 15 will not prevent a Transfer of a number of Securities following a Tag Offer of up to the number of securities subject to that Tag Offer which was not accepted.

15.7 The detailed terms of a Tag Offer pursuant to article 15.1(b) will be as determined by Holdco, but insofar as possible (as so determined) will follow the procedure set out in the Investors Agreement in relation to the transaction which has given rise to the Tag Offer. If article 15.1 (b) applies the Tag Offer will be a Topco Transaction and Holdco (with Investor Manager Consent, both of whom acting in good faith and in consultation with the Manager Representatives subject as provided in Article 31.6) (a) will determine the price or consideration to be paid or given for the Tag Securities pursuant to the Tag Offer and other matters related to the Topco Transactions and (b) may modify the terms of this Article 15 in such manner as is in its opinion necessary or desirable to give effect to the Topco Transaction.

15.8 The consideration to be paid or given for the Tag Securities to be sold subject to a Tag Offer will pursuant to article 15.1 (a) be determined in accordance with article 27.2 by reference to all Securities being sold in the transaction concerned.

15.9 In connection with a Tag Offer pursuant to article 15.1 (a), the Company shall notify the Tag Security holders of the terms of any offer extended to them under article 15.4.1 promptly upon receiving notice of the same from the member (s) of the purchasing group, following which any Tag Security holder (save for the Tag Trigger Shareholder(s)) who wishes to Transfer Securities to the member(s) of the purchasing group pursuant to the terms of the offer (a "Tagging Shareholder") shall serve notice on the Company (the "Tag Notice") at any time before the Tag Offer ceases to be open for acceptance (the "Tag Closing Date"), stating the number of Tag Securities it wishes to Transfer (the "Tag Shares").

15.10 For the avoidance of doubt, "consideration" for the purposes of a Tag Offer pursuant to article 15.1 (a) or (b) includes non-cash consideration.

15.11 In connection with a Tag Offer pursuant to article 15.1 (a) or (b), the Tag Notice shall make the Company the agent of the Tagging Share holder(s) for the sale of the Tag Shares on the terms described above, together with all rights attached and free from Encumbrances.

15.12 In connection with a Tag Offer pursuant to article 15.1 (a), within 3 days after the Tag Closing Date:

- the Company shall notify the member(s) of the purchasing group in writing of the names and addresses of the Tagging Shareholders who have accepted the Tag Offer;

- the Company shall notify each Tagging Shareholder in writing of the number of Tag Shares which he is to Transfer and the identity of the Transferee; and

- the Company's notices shall state the time and place on which the sale and purchase of the Tag Shares is to be completed and the date on which the consideration will be paid.

15.13 In connection with a Tag Offer pursuant to article 15.1 (a) or (b), if any Tagging Shareholder does not Transfer the Tag Shares registered in its name, the Board of Managers may (and shall, if requested by the Investor Managers) authorise any Board Member to execute, complete and deliver as agent for and on behalf of that Tagging Shareholder Transfers of such Tag Shares in favour of the relevant member of the purchasing group, against receipt by the Company of the consideration due for the relevant Tag Shares. The Company's receipt of the consideration due shall be a good discharge to the relevant member(s) of the purchasing group, who shall not be bound to see its application. The Company shall hold such consideration in escrow for the relevant Tagging Shareholder(s) without any obligation to pay interest. The Board of Managers shall authorise registration of the Transfer(s), after which, the validity of such Transfer(s) shall not be questioned by any person. Each defaulting Tagging Shareholder shall surrender its share certificates (or, where appropriate, provide an indemnity in respect thereof in a form satisfactory to the Board of Managers) relating to the Tag Shares Transferred on its behalf, to the Company. On (but not before) such surrender or provision, the defaulting Tagging Shareholder(s) shall be entitled to the consideration for the Tag Shares Transferred on its behalf, without interest.

15.14 Any Transfer of Securities made in accordance with the present article shall not be subject to any other restrictions on Transfer contained in these Articles.

15.15 If article 15.1(b) applies, the Investor Managers may require the Tagging Shareholders to transfer Tag Shares that they would otherwise sell to the purchasing group to Gibco in exchange for shares or warrants in Gibco which themselves are sold to the purchasing group for the same consideration as the Tag Shares would have been sold if this article 15.15 did not apply.

15.16 If there has been a Listing then no Tag Offer will be made, but Executives shall be entitled to sell in the market a proportion of their shares in the capital of the Company (or other member of the Group which is subject to the Listing) (and any such shares held on their behalf by the Trustee) as is equal to the proportion of their shares in the Company or other member of the Group as is subject to Listing as are sold directly or indirectly by KKR and Holdco or any New Holding Company or any New Parent Company and they will, where reasonably practicable, make arrangements to enable Executives to participate directly in the proposed sale if they so wish. No Tag Offer will be made on a Listing unless the Investor Managers determine otherwise in writing.

15.17 The Tag Proportion must be the same for all classes of Securities. Any acceptance of a Tag Offer must be in respect of the same proportion of all classes of Securities of a Tagging Shareholder.

15.18 If the Tag Shares include any Warrants, Holdco may require the Tagging Shareholder to exercise those Warrants in accordance with the Warrant Instrument forthwith. If the Tagging Shareholder fails to take such action, Holdco will take such action as its agent. For these purposes, the provisions of article 15.13 will apply mutadis mutandis.

15.19 For the avoidance of doubt, if the Tag Shares include any Warrants and any such Warrants are exercised before the Tag Shares are transferred under this article 15, the Warrant Shares will be Tag Shares in place of the relevant Warrants.

Art. 16. Drag along.

16.1 This article applies to create obligations to participate in Disposals where Executives have rights under article 15.1.

16.2 The Investor Managers may require all persons to whom a Tag Offer is made pursuant to article 15 to accept the Tag Offer in respect of all of its Tag Shares whereupon article 15 will apply as if a Tag Notice has been given in respect

of all the Tag Shares and the Tag Offer will state that it has been deemed to have been accepted in its entirety, whereupon the provisions of article 15 will thereafter apply on that basis. This article 16 will not apply so as to require Executives or their Related Holders to accept a Tag Offer which is scheduled to complete prior to 26 June 2012 for a non cash consideration unless in the reasonable opinion of the Board Members:

- the Investor, on behalf of the Executives together with their Related Holders, receives a partial exit as a result of the Tag Offer concerned which is similar in its economic effect to the partial exit that would have been received had they exercised their rights pursuant to article 17.3.1 and/or 17.3.3; or

- there are arrangements in place which, taking account of the results of the Tag Offer, give the Investor, on behalf of the Executives together with their Related Holders, a partial exit entitlement which is similar in its economic effect to the partial exit that would have been available pursuant to article 17.3.1 and/or 17.3.3.

16.3 For the avoidance of doubt the exercise of the right set out in this article 16 may occur in circumstances where Executives' receive no consideration for their Tag Shares as a result of the application of article 27 to the transaction concerned or the related determination in connection with a Topco Transaction.

Art. 17. Exit.

17.1 If Holdco proposes an Exit or an Exit Event or a Reorganisation in preparation for an ultimate Exit, Exit Event or Share Sale or Topco Transaction or for some other purpose, necessary steps shall be taken by each Security Holder to implement the Exit (including without limitation using its rights and powers as a shareholder, holder of warrants, director, employee or otherwise of the relevant Group Company and including without limitation giving any necessary directions to the Trustee) as requested by Holdco and the Security Holders shall give such cooperation and assistance necessary or, in the reasonable opinion of Holdco, desirable to implement the Exit, Exit Event, Share Sale, Topco Transaction or Reorganisation on terms proposed or approved by Holdco including, without limitation, those set out in article 17.2.

17.2 The actions as mentioned under article 17.1 are as follows:

17.2.1 the passing of any board or shareholder or warrant holder resolutions (except to the extent that this would constitute an unlawful fetter on the Company's statutory powers or a breach of any Executives' fiduciary duties, for which purpose each paragraph of this article 17.2 shall be a separate and severable undertaking) at short notice and giving any class consents necessary or desirable to:

- (a) subject to the Investor Manager Consent, the transfer of Ordinary Shares and/or Warrants in the Company to a New Holding Company or New Parent Company;

- (b) reorganise or restructure the relevant Group Company's share capital (including any sub-division, consolidation, bonus issue or capitalisation of reserves, including the waiving of any pre-emption arising therefrom) or other securities (including loan capital and debt securities and any warrants including the Warrants) in the relevant Group Company provided always that Ordinary Shareholders shall not be obliged to exercise their voting rights to effect any such reorganisation that is not considered by the board of Holdco to be fair and reasonable after having (subject as provided in article 31.6) consulted the Manager Representatives;

- (c) approve any financial assistance arising from any Reorganisation or any other steps taken by any member of the Group in connection with an Exit, Reorganisation or Topco Transaction;

- (d) amend the Articles and/or the Warrant Instrument to replicate in all material respects the current position (including the rights, benefits and protections afforded to the Executives through the Investor) under the Articles and/or the Warrant Instrument as applicable or adopt new articles of association or a new warrant instrument of the Company, in an appropriate form;

- (e) re-register the Company as a public limited company (as long as the Company will have been converted into another form of a société anonyme);

- (f) make all applications to a relevant exchange necessary for the purposes of the Listing; and

- (g) effect a Winding-Up.

17.2.2 effect any Reorganisation.

17.2.3 Effect the restructuring, cancellation or redemption (for cash or securities) of any shareholder debt instrument including passing any resolutions of the holders of any shareholder debt to amend, waive or replace any shareholder debt instrument, provided that all of the holders of shareholder debt of the same class are treated identically and provided always that no party shall be obliged to exercise its voting rights to effect any restructuring, cancellation, redemption, amendment, waiver or replacement which would result in a holder of shareholder debt receiving less cash (or other permitted form of payment) pursuant to the terms of shareholder debt instrument than would have been the case had such shareholder debt been redeemed at that time under the terms of the shareholder debt instrument unless approved by the holders for the time being of at least 50 per cent. Of the outstanding nominal amount of shareholder debt.

17.2.4 Delivery of share certificates and loan note certificates and warrant certificates, as the Company directs and the exercise of Warrants, as the Company directs.

17.2.5 The entry by the relevant Group Company and the Security Holders into an underwriting agreement with financial advisers and underwriters of international repute (an "Underwriting Agreement") provided that each Security Holder shall, unless otherwise agreed by Holdco, be required to give warranties and indemnities pursuant to the Un-

derwriting Agreement on terms no more onerous than those to be given by Holdco subject as provided in the Shareholders Agreement.

17.2.6 Assisting in relation to the preparation of an information memorandum or prospectus and the making of presentations to or meetings with potential purchasers, investors, financiers and their advisers in connection with an Exit, a Share Sale or a Topco Transaction.

17.2.7 The execution by the Executives and the Investor of such documents as any Investor Managers reasonably requires for the purpose of giving effect to any of the matters referred to in articles 17.1, 17.2, 17.3, 17.4 and/or 27.

17.2.8 If any Executives or the Investor fails to take any action required under article 17.2.7, the Company may take such action as its agent. For this purpose, each Executive and the Investor hereby grants power of attorney to the Company to act on its behalf.

17.3 Partial Exit after five years.

17.3.1 At any time after 26 June 2012, any Executive shall be entitled on one occasion only and subject as provided in article 17.3.5, 17.3.6 and 17.3.7 below, by notice in writing delivered to the Company, to require the Investor or some other person (other than a member of the Holdco Group) designated by Gibco with Investor Manager Consent to purchase at Fair Market Value at the time such number of his Securities allotted at Completion and/or acquired pursuant to the Second Round MEP Offer and/or (to the extent agreed by the Company) subsequently acquired ("Qualifying Securities") as will result (to the extent he owns sufficient securities to achieve the result) in consideration payable to him equal to the Partial Exit Value (as defined below):

17.3.2 The Partial Exit Value is:

(a) in respect of Securities which are Ordinary Shares, the higher of: (i) two times his gross basic annual salary at the time; and (ii) 15% of the aggregate Fair Market Value of his Qualifying Securities less (in either case) any amounts previously realised by the Executive concerned in respect of his Ordinary Shares (including pursuant to article 17.3.3 below), and

(b) in respect of Securities which are Warrants, 15% of the aggregate Fair Market Value of his Qualifying Securities less any amounts previously realised by the Executives concerned in respect of his Ordinary Shares and/or Warrants (including pursuant to article 17.3.3 below).

in each case, Fair Market Value is to be calculated at the time in accordance with article 18, as if the date of the notice given by the Executive under article 17.3.1 was his Leaver Date.

17.3.3 Provided that the Performance Target has been met, any Executive shall be entitled subject as provided in article 17.3.5 and 17.3.8, by notice in writing to the Company, given prior to and to take effect on 26 June 2012 only, to require the Investor or some other person (other than a member of the Holdco Group) designated by Gibco with Investor Manager Consent to purchase at the Uplifted Price up to fifty per cent of his Remaining Qualifying Securities

17.3.4 Gibco undertakes to ensure that the Investor or some other person as is designated pursuant to article 17.3.1 and/or 17.3.3 discharges the payment obligations arising from the exercise by the Executives of the rights contained in this article 17.3. Where any such Securities are Warrants, Gibco may elect at its discretion (subject to the consent of the Manager Representatives) to require, that the Warrants be cancelled, rather than the Warrants being purchased.

17.3.5 The rights of an Executive pursuant to article 17.3.1 and 17.3.3 above shall cease to apply once he has Transferred all his Qualifying Securities (other than to his Related Holders).

17.3.6 The rights of an Executive under article 17.3.1 above will cease to apply if any time he has realised in respect of his Qualifying Securities (including pursuant to article 17.3.3 above) an amount equal to the higher of (i) two times his gross basic annual salary; and (ii) 15% of the aggregate Fair Market Value of his Qualifying Securities.

17.3.7 The rights of an Executive under article 17.3.1 above will cease to apply if he receives a Qualifying Listing Opportunity.

17.3.8 The rights of an Executive under article 17.3.3 above will cease to apply if he receives a Second Qualifying Listing Opportunity.

17.3.9 An Executive will be deemed to have received a Qualifying Listing Opportunity if in the opinion of the Company acting reasonably one or more Restriction Releases have given him a reasonable opportunity to dispose of some or all of his Remaining Qualifying Securities at an arms-length price for the Required Consideration.

17.3.10 An Executive will be deemed to have received a Second Qualifying Listing Opportunity if in the opinion of the Company acting reasonably one or more Restriction Releases have given him a reasonable opportunity to dispose of up to 50% of his Listing Remaining Qualifying Securities at the Uplifted Price.

17.3.11 For the avoidance of doubt and without limitation, the provisions of this article 17.3 will apply on or after a Listing with such modifications as may be made in accordance with the Shareholders' Agreement.

17.3.12 In this article 17.3:

"Listing Remaining Qualifying Securities" means his Remaining Qualifying Securities as at immediately before Listing and excluding for the avoidance of doubt any Qualifying Securities Transferred on the Listing;

"Performance Target" has the meaning given by the Shareholders' Agreement;

"Required Consideration" mean, in relation to an Executive such amount as, when added to any amounts previously realised by that Executive, equals the higher of (i) two times his gross basis annual salary at the time; and (ii) 15% of the aggregate Fair Market Value of his Qualifying Securities;

"Remaining Qualifying Securities" means in relation to an Executive his Qualifying Securities less any Qualifying Securities he has previously Transferred (other than to his Related Holders);

"Restriction Release" has the meaning given by the Shareholders' Agreement;

"Second Round MEP Offer" means the offer set out in the brochure dated 17 September 2009 sent to certain employees of the Company and/or its subsidiary undertakings and/or related undertakings and in the brochure sent to French employees of a subsidiary undertaking of the Company on after 17 September 2009 and before 31 December 2009;

"Holdco Group" means Holdco and its subsidiary undertakings for the time being; and

"Uplifted Price" means the price originally paid by the Executive or his Related Holder as the case may be in respect of the relevant Qualifying Securities on Completion, pursuant to the Second Round Offer and/or (to the extent agreed by the Company) on a subsequent acquisition plus an uplift of 50%.

For the purposes of this article 17.3:

a reference to "Securities" will include "Ordinary Share Interests";

and

an Executive will be deemed to own any Qualifying Securities owned by his Related Holders and to have disposed of, sold, Transferred or realised any Qualifying Securities disposed of, sold, Transferred or realised by his Related Holders to the intent that his entitlements under this article 17.3 will be the same as if he, rather than his Related Holders, had been the holder of all the Qualifying Securities held by his Related Holders.

17.4 The Ordinary Shareholders agree that a Topco Transaction shall be achieved by permitting or requiring the Investor, the Executives and Related Holders to exchange through one or more transactions all or a relevant proportion of their Securities for shares and/or warrants in Topco (the "Executives' Topco Securities") (to be held by the Investor on behalf of the relevant Executives) in order for the Executives' Topco Securities to be sold (at a price determined by Gibco with Investor Manager Consent (both of whom acting in good faith and in consultation with the Manager Representatives subject as provided in Article 31.6), which might be nothing as a result of the application of article 27) or listed as part of the Topco Transaction, or through some other means as determined by Gibco with Investor Manager Consent (both of whom acting in good faith and in consultation with the Manager Representatives as provided in Article 31.6) having reasonable regard to the tax position of Executives.

17.5 The Ordinary Shareholders waive any rights or pre-emption and other restrictions to which they may be entitled to claim by virtue of the Articles or otherwise and which may affect or otherwise prevent any issue or transfer (or propose issue or transfer) of shares made in accordance with articles 17 and 27, and the Ordinary Shareholders consent to any such issue or transfer.

Art. 18. Leaver.

18.1.1 Article 18 applies when an Executive or an employee of or consultant to the Group voluntarily or involuntarily ceases to be an employee and/or director of and/or consultant to a Group Company such that he is no longer an employee and/or director of and/or consultant to any Group Company (or gives or receives a notice to this effect) (such employee, director or consultant being a "Leaver"). The Investor shall be obliged to transfer the Leaver Equity on the terms and conditions set out below and pursuant to the provisions of the 1915 Law (where applicable) and subject to the specific terms of the Articles.

18.1.2 The Investor must, unless (in respect of his Vested Leaver Equity as defined below) the Leaver makes an election pursuant to article 18.1.4 (having obtained the prior written consent of the Company as required by article 18.1.4) or is notified to the contrary by the Board Members within 3 months of such Leaver's Leaver Date, transfer on the Compulsory Transfer Completion Date all the Securities in respect of which such Leaver is the holder (or which are held on his behalf by the Investor) ("Leaver Equity") with all rights attached thereto and free from any Encumbrances to the person or persons (and in the proportions) specified in accordance with this Article 18.1.2 (any such transfer being a "Compulsory Transfer" and the transferee being "the Specified Transferee"). In all cases, the Specified Transferee (and if more than one, the relevant proportions), shall be specified by the Investor Managers. Each Specified Transferee must fall within one of the following categories:

- (i) a person(s) intended to take the Leaver's place as an employee and/or officer of or consultant to a Group Company;
- (ii) another director, officer or employee of, or consultant to a Group Company;
- (iii) the Investor or the trustee of another employee trust relating to one or more Group Companies to be held under the terms of the trust (including without limitation any part of the Trust Fund);
- (iv) a nominee, trustee or custodian, which so far as permitted by applicable law, may be the Company (pending nomination of a person pursuant to paragraphs (i) - (iii)) (the "Warehouse"); or
- (v) any other person(s) designated by the Investor Managers.

18.1.3 For the purposes of this article 18.1, the Leaver Equity in relation to a Leaver shall be deemed to mean any Securities held by (or by the Investor for) the Leaver or any Family Member or Family Trust or Related Corporation to

whom the Leaver has transferred (or is deemed to have transferred) Leaver Equity (each a "Related Holder") and any such Related Holder will comply with the terms of this article 18.1 as if it were the relevant Executive.

18.1.4 A Good Leaver may elect (subject always to the prior written consent of the Company) by written notice to the Company within 3 months of such Executive or employee or consultant ceasing to be an employee and/or director of and/or consultant of a Group Company, that the Investor should not transfer his Vested Leaver Equity (as defined below) pursuant to article 18.1.2. On an Exit, such Executive shall receive consideration for his Vested Leaver Equity calculated in accordance with article 27.

For the avoidance of doubt, this article 18.1.4 shall not apply in relation to Leaver Equity, which is not Vested Leaver Equity.

18.1.5 On an Exit any Leaver Equity that has been acquired from the Investor on behalf of a Leaver or a Related Holder and is still held by the Company or the Warehouse or as part of the Trust Fund will be dealt with in accordance with the directions of the Board Members.

18.1.6 The obligation to transfer the Leaver Equity set out in this article 18 shall take effect immediately upon the Leaver Date of the relevant Leaver subject as provided in article 18.

18.1.7 Article 18.5 shall unconditionally apply in relation to the Leaver Equity of a Leaver as of the Leaver Date.

18.1.8 The Company may elect by notice in writing to the Investor that any Warrants comprised in Leaver Equity shall be cancelled rather than transferred in which event the provisions of this article 18 shall continue to apply mutatis mutandis as if such Leaver Equity were transferred except that:

- (i) on the Compulsory Transfer Completion Date, such Warrants shall be cancelled rather than transferred; and
- (ii) for the purposes of article 18.1.5, the Ordinary Shares represented by such Warrants will be deemed to have been transferred to the Company.

18.1.9 The Company may by notice in writing to the Investor require that any Warrants comprised in Leaver Equity are exercised forthwith and the provisions of clause 19.16 of the Shareholders Agreement will apply accordingly.

18.1.10 For the avoidance of doubt, if any Warrants comprised in Leaver Equity are exercised on or before the transfer of the relevant Warrants pursuant to this article 18, the Leaver Equity shall be deemed to include the Ordinary Shares resulting from the exercise.

18.1.11 On the Compulsory Transfer Completion Date, the Investor will execute and/or deliver such documents as the Company requires to implement the Compulsory Transfer in accordance with this article 18 ("Transfer Documents"). In the case of cancellation of Warrant(s), such documentation may include such agreement(s) or other documentation to give effect to the cancellation as the Company may require.

18.2 Price - In the event that the Leaver is a Good Leaver, the price payable to the Investor for his Leaver Equity will be (i) in respect of Vested Leaver Equity Price, the Vested Leaver Equity Price, and (ii) in respect of Unvested Leaver Equity, the lower of the Subscription Price and the Fair Market Value as at the Leaver Date.

For the purposes of article 18.2.1:

"L" means the Leaver Equity immediately prior to the Compulsory Transfer;

"Leaver Acquisition Date" means his Vesting Commencement Date; for these purposes, where the Securities concerned are Warrant Shares and the Leaver originally held the Warrants (through the Investor) in relation to those Warrant Shares, then the Leaver Acquisition Date in respect of those Securities will be determined by reference to the Warrants relating to those Warrant Shares;

"O" means the total number of Securities acquired by the Leaver (whether through the EBT or otherwise) on the Leaver Acquisition Date or subsequently;

"P" shall be calculated as follows: Number of whole years "P"
elapsed from the Leaver Acquisition Date

0	0
1	0.2
2	0.4
3	0.6
4	0.8
5	1

T" means the total number of Securities Transferred by the Leaver (or his Related Holder, as the case may be) and whether through the Investor or otherwise prior to the Leaver Date (including pursuant to article 17.3), other than pursuant to Transfers between a Leaver and his Related Holder or from one Related Holder to another Related Holder of the Leaver;

"Unvested Leaver Equity" shall be calculated as follows: $L - [(O \times P) - T]$; and

"Vested Leaver Equity" shall be calculated as follows: $(O \times P) - T$, provided that the amount of Vested Leaver Equity shall never be less than zero;

"Vested Leaver Equity Price" is:

(a) in the case of Vested Leaver Equity comprising Ordinary Shares, the higher of Fair Market Value as at the Leaver Date of the Vested Leaver Equity and the Subscription Price of the Vested Leaver Equity; and

(b) in the case of Vested Leaver Equity comprising Warrants, the Fair Market Value as at the Leaver Date of the Vested Leaver Equity; and

"Vesting Commencement Date" means:

26 June 2007 in the case of a Leaver who becomes an Executive prior to 17 September 2009;

26 June 2009 in the case of a Leaver who becomes an Executive between 17 September and 31 December 2009; and such date as is specified by the Company in the case of a Leaver who became an Executive after 31 December 2009.

18.2.2 In the event that the Leaver is a Bad Leaver, and his Leaver Date is at any time before 60 months have elapsed from the Leaver Acquisition Date, the price payable for his Leaver Equity will be the lower of (i) the Subscription Price, and (ii) the Fair Market Value of the entire Leaver Equity of such Leaver as at the Leaver Date.

18.2.3 Subject to article 18.2.4, in the event that the Leaver is a Bad Leaver and his Leaver Date is at any time after 60 months have elapsed from the Leaver Acquisition Date, the price payable to the Leaver or a Related Holder for his Leaver Equity will be the Fair Market Value of the Leaver Equity as at the Leaver Date.

18.2.4 If article 18.2.3 applies and in the event that the Leaver is a Bad Leaver by virtue of the fact that his employment or engagement with a member of the Group has been terminated in circumstances justifying termination of his Service Agreement with immediate effect, or such Leaver has caused a loss to a member of the Group or any shareholder of Holdco or Gibco by virtue of having acted fraudulently or with wilful misconduct, the price payable for his Leaver Equity will be the lower of (i) the Subscription Price, and (ii) the Fair Market Value of the entire Leaver Equity of such Leaver as at the Leaver Date.

18.2.5 The Fair Market Value of the Leaver Equity to be transferred will be determined by the Board of Managers with Investor Manager Consent, using the Duff & Phelps Valuation, from which an equity value for the entire issued share capital of the Company (after allowance for exercise of the Warrants) will be determined, and the fair market value of the Leaver Equity will be equal to the consideration such Leaver would have received in respect of such Leaver Equity pursuant to article 27 if a Share Sale (as more fully described in such Article) in respect of 100% of the Securities at that value had occurred immediately before the Executives became a Leaver.

Leavers will be notified of the Fair Market Value of their Leaver Equity as so determined as soon as reasonably possible after their Leaver Date if Fair Market Value is relevant to the price payable to the Leaver concerned. Leavers so notified will be entitled to challenge the determination of Fair Market Value by requiring that it be determined by an Independent Accountant pursuant to article 18.4. If the Fair Market Value as determined by the Independent Account is greater than the Fair Market Value as initially determined by more than 5% then the costs of the Independent Accountant will be borne by the Company otherwise they will be borne by the Leaver and will be paid either when demanded or by deduction from any payments due to the Leaver (or to the Investor on behalf of a Leaver or his Related Holders) from any Group Company or Specified Transferee (including in respect of payment for Leaver Equity). If the Leaver Date is on or after 26 June 2012 then the Fair Market Value will be determined quarterly by an Independent Accountant appointed by the Company in accordance with article 18.4 and the most recent such quarterly valuation prior to the Leaver Date (or if there is not one the first after the Leaver Date) will be utilised, to the extent applicable, to determine payments to the Leaver concerned or his Related Holders (or to the Investor on behalf of the Leaver or his Related Holders).

18.2.6 For the avoidance of doubt, the Fair Market Value of Warrants will be deemed to be equal to the Fair Market Value of the Warrant Shares to which they relate.

18.3 Payment and Default

18.3.1 Any transfer of Leaver Equity to any other party under article 18.1.2, is conditional upon the relevant transferee paying to the relevant Leaver, in cash, the price for such Leaver Equity as determined in accordance with article 18.2.

18.3.2 If any Leaver (or a Related Holder or the Investor on his behalf) does not Transfer his Leaver Equity on the Compulsory Transfer Completion Date in accordance with this article 18 (a "Default Event") then, the Board of Managers may (and shall, if requested by the Board Members) authorise any Board Member to execute, complete and deliver as agent for and on behalf of that Leaver (or the Investor or Related Holder as appropriate) transfers of his Leaver Equity in favour of the Specified Transferee or Specified Transferees against receipt by the Company of the purchase price for his Leaver Equity. The Company's receipt of the purchase price shall be a good discharge to the relevant Specified Transferee or Specified Transferees, who shall not be bound to see its application. The Company shall hold the purchase price in escrow for the relevant Leaver without any obligation to pay interest. Except in the case of a Stock Transfer:

(a) the Board of Managers shall authorise registration of the transfer(s), after which the validity of such transfer(s) shall not be questioned by any person;

(b) each defaulting Leaver (or Related Holder or the Investor on his behalf) shall surrender his share or warrant certificates (or, where appropriate, provide an indemnity in respect thereof in a form satisfactory to the Board of Managers) relating to the Leaver Equity transferred on his behalf; and

(c) on (but not before) such registration and surrender or provision, the defaulting Leaver shall be entitled to the purchase price in respect of his Leaver Equity without interest.

In the case of a Stock Transfer the Investor is authorised to, and shall, cancel the registration of the Leaver or his Related Holders in respect of the relevant Stock in the Register and cease to hold such Stock as nominee for the Leaver or his Related Holders and register the Specific Transferee as Stockholder in respect of such Stock or hold the Leaver Equity as part of the Trust Fund as appropriate; (words and phrases in this sentence which are not defined in these Articles will have the meaning given to them by the Shareholder Agreement.) Following this, the defaulting Leaver shall be entitled to the purchase price in respect of his Leaver Equity without interest.

18.3.3 The Investors and the Executives acknowledge and agree that the authority conferred under article 18.3 is necessary as security for the performance by the Leavers and Related Holders and the Investor of their obligations under this article 18.

18.4 Independent Accountant

18.4.1 For the purpose of article 18.2.5, the Independent Accountant shall be a firm of certified (registered) accountants of international repute as the Company shall resolve to appoint.

18.4.2 The Independent Accountant shall act on the following basis:

- (a) the Independent Accountant shall act as an expert and not as an arbitrator;
- (b) the Independent Accountant's terms of reference shall be to determine the Fair Market Value of the Leaver Equity within 30 (thirty) days of acceptance of its appointment on the basis of a sale of 100% of the Ordinary Shares (assuming exercise of all the Warrants) between a willing buyer and a willing seller and using that figure to calculate pursuant to article 27 what a Leaver would have received for Leaver Equity if there had been such a sale on the Leaver Date concerned;
- (c) the determination of the Independent Accountant shall (in the absence of manifest error) be final and binding on the Company, the Manager Representatives (subject as provided in Article 31.6) and the Leaver as applicable; and
- (d) the costs of the determination, including fees and expenses of the Independent Accountant, shall be borne by the Company unless otherwise specified in article 18.2.5.

18.4.3 If an Independent Accountant is appointed, the Company, the Leaver, the Investor and any Relevant Holder will sign an engagement letter from the Independent Accountant in a form that is customary for engagements of this nature. The parties acknowledge that the engagement letter will include a waiver of claims against the Independent Accountant and similar hold harmless provisions arising out of the Independent Accountant's performance of its role. If any of the Leaver, the Investor and any Related Holder fail to sign the letter, the Company may sign it as agent for such party in connection with the execution of such engagement letter.

18.5 The provisions of this article 18 will apply after a Listing with the modification that Fair Market Value will be determined by reference to the mid-market price of the shares in the applicable Group Company subject to Listing at close of business on the Leaver Date and with such other modifications as may be made pursuant to the Shareholders' Agreement.

Art. 19. Transfers by the Investor.

19.1 The Investor will not Transfer any Securities held by it on behalf of an Executive (or on behalf of a Family Member or a Family Trust or Related Corporation in relation to an Executive) if the Transfer of such Securities by that Executive would be prohibited by the Articles if the Executive was the holder of those Securities.

19.2 In the event that:

- (i) an Executive is required to Transfer Securities held on his behalf (or on behalf of a Family Member or a Family Trust or Related Corporation in relation to an Executive) by the Investor whether pursuant to article 18 or article 20 or otherwise,
- (ii) a Family Member or Family Trust or Related Corporation in relation to an Executive is required to Transfer Securities held on its behalf by the Investor (whether pursuant to article 18 or article 20 or otherwise),

the Investor will deliver duly executed stock transfer form(s) and the relevant share or warrant certificate in respect of those Securities in accordance with the obligations of that Executive, Family Member or Family Trust or Related Corporation as the case may be, provided that if such Securities are to be Transferred to the Investor pursuant to that obligation then the Investor shall not be required to comply with the above obligation but shall instead cease to hold those Securities for the Executive (or his Family Member or Family Trust or Related Corporation) with effect from the time at which the Executive, Family Member or Family Trust or Related Corporation as the case may be, is obliged to transfer those Securities.

19.3 The Investor will not Transfer any Securities not held by it on behalf of an Executive, or his Family Member or Family Trust or Related Corporation without Investor Manager Consent.

Art. 20. Transfers in the first year.

20.1 The provisions of this article 20 will apply if an Executive through the Investor or the Company serves notice in accordance with article 20.2 and 20.3.

20.2 An Executive other than a Non-Withdrawing Executive as defined in article 20.18 (a "Withdrawing Executive") may serve notice on the Company to be given not later than 26 June 2008 electing irrevocably to sell all the Securities in respect of which such Withdrawing Executive is the holder (or which are held on his behalf by the Investor) ("Withdrawn Equity") at the date of service of such notice (the "Notice Date") in accordance with this article 20.

20.3 The Company may serve notice on an Executive other than a Non-Withdrawing Executive as defined in article 20.16 (also a "Withdrawing Executive") to be given not later than 26 June 2008 requiring the Withdrawing Executive to sell all the Securities in respect of which such Withdrawing Executive is the holder (or which are held on his behalf by the Investor) (also "Withdrawn Equity") in accordance with this article 20.

20.4 For the purposes of this article 20, the Withdrawn Equity of a Withdrawing Executive shall be deemed to include any Securities held by (or by the Investor on behalf of) any Family Member or Family Trust in relation to the Withdrawing Executive and any such Related Holder will comply with the terms of this article 20 as if it were the relevant Withdrawing Executive.

20.5 Within 4 weeks of service of a notice under article 20.2 and 20.3, the Company shall notify the Withdrawing Executive as to the date (the "WE Completion Date") and place for completion of the sale of the Withdrawn Equity (the "Withdrawing Transfer") and the identity of the person or persons nominated to acquire the Withdrawn Equity under article 20 (the "Specified Transfer" or "Specified Transferees") and, if more than one, the allocation of the Withdrawn Equity between the Specified Transferees. The Specified Transferee or Transferees shall be designated by the Investor Managers Consent and shall be:

20.5.1 a person(s) intended to take the Withdrawing Executive's place as an employee and/or officer of a Group Company;

20.5.2 another director, officer or employee of, or consultant to a Group Company;

20.5.3 the Investor or the trustee of another employee trust;

20.5.4 a nominee, trustee or custodian, which, so far as permitted by applicable law, may be the Company (pending nomination of a person pursuant to articles 20.5.1-20.5.3); or

20.5.5 any other person(s) designated by the Board Members.

20.6 The price for the Withdrawn Equity (the "WE Purchase Price") shall be payable in cash only and shall comprise the total amount paid up on the Withdrawn Equity (including any premium) together with interest on the total amount paid up which shall accrue at the "official rate of interest" as prescribed from time to time by Her Majesty's Revenue and Customs for the purposes of section 181 of the Income Tax (Earnings and Pensions) Act 2003 from the Completion until the WE Completion Date.

20.7 The Withdrawn Equity shall be sold by the Withdrawing Executive with all rights attached thereto and free from any Encumbrances.

20.8 On the WE Completion Date:

20.8.1 The Investor shall deliver to the Company duly executed transfers in favour of the Specified Transferee or Specified Transferees in the amounts complying with article 20.5 together with the share or warrant certificates in respect of all the Withdrawn Equity (including for the avoidance of doubt the Securities of any Related Holder) and shall take such other steps as the Company may require to transfer the Withdrawn Equity in accordance with this article 20; and

20.8.2 Subject to compliance with article 20.8.1, Holdco will ensure that the Specified Transferee or Specified Transferees as the case may be shall pay to the Withdrawing Executive the WE Purchase Price for his Withdrawn Equity Provided that if the Withdrawing Executive has borrowed from a Group Company under a Loan Agreement, then any amounts outstanding under the Loan Agreement (including any accrued but unpaid interest) will be deducted from the WE Purchase Price and paid to the applicable lender on behalf of the Withdrawing Executive in respect of his obligations under the Loan Agreement.

20.9 If any Withdrawing Executive (or a Related Holder or the Investor on his behalf) does not Transfer the Withdrawn Equity in accordance with this article 20 then subject as provided below, the Board of Managers may (and shall, if requested by the Board Members) authorise any Board Member to execute, complete and deliver as agent for and on behalf of that Withdrawing Executive (or the Investor or Related Holder as appropriate) Transfers of his Withdrawn Equity in favour of the Specified Transferee or Specified Transferees against receipt by the Company of the WE Purchase Price for his Withdrawn Equity. The Company's receipt of the WE Purchase Price shall be a good discharge to the relevant Specified Transferee or Specified Transferees, who shall not be bound to see its application. The Company shall hold the WE Purchase Price in escrow for the relevant Withdrawing Executive without any obligation to pay interest. The Board of Managers shall authorise registration of the Transfer(s), after which the validity of such Transfer(s) shall not be questioned by any person. Each defaulting Withdrawing Executive (or Related Holder or the Investor on his or their behalf) shall surrender his share or warrant certificates (or, where appropriate, provide an indemnity in respect thereof in a form satisfactory to the Board of Managers) relating to the Withdrawn Equity Transferred on his behalf, to the Company. On (but not before) such registration and surrender or provision, the defaulting Withdrawing Executive shall be entitled to the WE Purchase Price in respect of his Withdrawn Equity Transferred on his behalf.

20.10 The Security Holders acknowledge and agree that the authority conferred under article 20.9 is necessary as security for the performance by the Withdrawing Executive and Related Holders and the Investor of their obligations under article 20.

20.11 Any Transfer of Securities made in accordance with this article 20 shall not be subject to any other restrictions on Transfer contained in the Articles.

20.12 If any shares are issued by the Company to a Withdrawing Executive (or to a Related Holder or the Investor on his behalf) at any time after the Notice Date (whether as a result of their shareholding(s) in the Company or by virtue of the exercise of any right or option or otherwise, and whether or not such shares were in issue at the Notice Date other than pursuant to the Warrants which are provided for in article 20.17) (the "Subsequent Shares"), the Company shall be entitled to serve an additional notice on the Withdrawing Executive requiring him to Transfer the Subsequent Shares (free from all Encumbrances and together with all rights then attaching thereto) to one or more persons falling within a category in article 20.5.1-20.5.5 ("Subsequent Transferees") identified in the notice on the date specified in that notice (the "Further Completion Date") and in the proportions specified in the notice. The provisions of articles 20.4, 20.6, 20.7, 20.8, 20.9 and 20.10 shall apply mutatis mutandis to the sale of the Subsequent Shares, with the following amendments:

20.12.1 references to the "Withdrawn Equity" shall be deemed to be to the "Subsequent Share(s)";

20.12.2 references to the "WE Completion Date" shall be deemed to be to the "Further Completion Date";

20.12.3 reference to "Specified Transferees" shall be deemed to be to "Subsequent Transferees";

20.12.4 interest shall be payable under article 20.6 from the date of payment made for the Subsequent Shares by the Withdrawing Executive; and

20.12.5 the reference in article 20.8.1 to article 20.5 shall be deemed to be to article 20.12.

20.13 The Company may elect by notice in writing to the Withdrawing Executive that any Warrants comprised in his Withdrawn Equity shall be cancelled rather than transferred in which event the provisions of this article 20 shall continue to apply mutatis mutandis as if such Withdrawn Equity were transferred except that on the WE Completion Date, such Warrants shall be cancelled rather than transferred.

20.14 The Company may by notice in writing to the Withdrawing Executive require that any Warrants comprised in his Withdrawing Equity be exercised forthwith in accordance with the provision of the Shareholders Agreement and the Warrant Instrument.

20.15 For the avoidance of doubt, if any Warrants comprised in Withdrawing Equity are exercised before the transfer of the relevant Warrants pursuant to this article 20, the Withdrawing Equity shall be deemed to include the Ordinary Shares resulting from that exercise.

20.16 For the purposes of this article 20, a Non-Withdrawing Executive shall be any Executive specified as a Non-Withdrawing Executive by the Company before such Executive subscribes for an interest in Securities.

E. Decisions of the sole shareholder - Collective decisions of the shareholders

Art. 21.

21.1 Each Ordinary Shareholder may take part in general meetings irrespective of the number of Shares it owns. Each Ordinary Shareholder has a number of votes equal to the number of Shares it owns and may validly act at any meeting of Ordinary Shareholders through a special proxy.

21.2 Each of the Ordinary Shareholders may require the Chairman to call and convene general meetings of Ordinary Shareholders at any time (the "General Meetings"). The Chairman will determine the agenda for such General Meetings. Each of the Ordinary Shareholders may propose items for discussion at the General Meetings of the Company and shall have the right to advise such General Meetings. Such General Meetings will be conducted in English and shall be chaired by the Chairman, or, in his absence, by his authoritative representative. A secretary shall be designated by the Chairman in order to keep in minutes the proceedings of every General Meeting. All minutes shall be in the English language, provided that if so required under Luxembourg law a translation in French shall be provided. The minutes shall be adopted by the Chairman and shall be signed by him as evidence thereof.

21.3 Except where a higher majority is specifically provided herein or in the 1915 Law, collective decisions are only validly taken in so far as they are adopted by Ordinary Shareholders owning more than half of the share capital.

21.4 The Ordinary Shareholders shall however not change the nationality of the Company otherwise than by unanimous consent.

21.5 The General Meeting may adopt resolutions without convening a meeting. Any such resolutions should be in writing. Any information required for the adoption of such a resolution shall be provided along with the resolution.

Art. 22. In the case of a sole Ordinary Shareholder, such Ordinary Shareholder exercises the powers granted to the general meeting of Ordinary Shareholder under the provisions of section XII of 1915 Law.

F. Financial year - Annual Accounts - Distribution of profits

Art. 23. The Company's year commences on April 1st, and ends on March 31st of each year.

Art. 24. Each year on March 31st, the accounts are closed and the Board of Managers prepares an inventory including an indication of the value of the Company's assets and liabilities. Each Ordinary Shareholder, either personally or through an appointed agent, may inspect the above inventory and balance sheet at the Company's registered office.

Art. 25. Five per cent (5%) of the net profit is set aside for the establishment of a statutory reserve, until such reserve amounts to ten per cent (10%) of the share capital of the Company. That deduction will cease to be mandatory when the amount of the legal reserve reaches one tenth of the Company's share capital.

Art. 26. Distribution rights of the Shares.

26.1. To the extent that funds are available at the level of the Company for distribution and to the extent permitted by 1915 Law and by these Articles, the Board of Managers shall propose that cash available for remittance be distributed. The decision whether to distribute the Available Amount and the determination of the amount of such a distribution will be taken by a majority vote of the Ordinary Shareholders and in accordance with the following provisions:

a) First the holders of Class A Shares shall be granted a right to receive, pro rata (subject always as provided in Article 27), a preferred dividend representing 0.25% of the nominal value of the Shares issued by the Company. The holders of Class B Shares shall be granted a right to receive, pro rata (subject always as provided in Article 27), a preferred dividend representing 0.30% of the nominal value of the Shares issued by the Company. The holders of Class C Shares shall be granted a right to receive, pro rata (subject always as provided in Article 27), a preferred dividend representing 0.35% of the nominal value of the Shares issued by the Company. The holders of Class D Shares shall be granted a right to receive, pro rata (subject always as provided in Article 27), a preferred dividend representing 0.40% of the nominal value of the Shares issued by the Company. The holders of Class E Shares shall be granted a right to receive, pro rata (subject always as provided in Article 27), a preferred dividend representing 0.45% of the nominal value of the Shares issued by the Company. The holders of Class F Shares shall be granted a right to receive, pro rata (subject always as provided in Article 27), a preferred dividend representing 0.50% of the nominal value of the Shares issued by the Company. The holders of Class G Shares shall be granted a right to receive, pro rata (subject always as provided in Article 27), a preferred dividend representing 0.55% of the nominal value of the Shares issued by the Company. The holders of Class H Shares shall be granted a right to receive, pro rata (subject always as provided in Article 27), a preferred dividend representing 0.60% of the nominal value of the Shares issued by the Company. The holders of Class I Shares shall be granted a right to receive, pro rata (subject always as provided in Article 27), a preferred dividend representing 0.65% of the nominal value of the Shares issued by the Company. The holders of Class J Shares shall be granted a right to receive, pro rata (subject always as provided in Article 27), a preferred dividend representing 0.70% of the nominal value of the Shares issued by the Company.

For the avoidance of doubt, the payments to be made under (a) are to be made on a pari passu basis between the holders of the relevant class of Ordinary Shares (subject always as provided in Article 27).

b) After the distribution set out under a) above, all remaining income available for further distribution (the "Excess") in the Company, if any, shall be paid to the holders of Class J Shares (or if the Class J Shares have been cancelled and do not exist anymore, to the holder of the Class I Shares; or if the Class I Shares have been cancelled and do not exist anymore, to the holder of the Class H Shares; or the Class H Share have been cancelled and do not exist anymore, to the holder of the Class G Shares; or if the Class G Share have been cancelled and do not exist anymore, to the holder of Class F Shares; or if the Class F Share have been cancelled and do not exist anymore, to the holder of Class E Shares; or if the Class E Share have been cancelled and do not exist anymore, to the holder of Class D Shares; or if the Class D Share have been cancelled and do not exist anymore, to the holder of Class C Shares; or if the Class C Share have been cancelled and do not exist anymore, to the holder of Class B Shares; or if the Class B Share have been cancelled and do not exist anymore, to the holder of Class A Shares) and thus on a pro-rata basis (subject always as provided in Article 27) among the Ordinary Shareholders.

For the avoidance of doubt, the mere existence of an Available Amount does not establish a claim of the Ordinary Shareholders on its distribution given that, in accordance with the above mentioned provisions, any such distribution (and the determination of the amount thereof) are subject to prior Ordinary Shareholders approval.

26.2 Notwithstanding the preceding provisions, the Board of Managers may decide to pay interim dividends to the Ordinary Shareholders before the end of the financial year on the basis of a recent statement of accounts showing that sufficient funds are available for distribution, it being understood that (i) the amount to be distributed shall be determined in accordance with article 26 and may not exceed, where applicable, realized profits since the end of the last financial year, increased by carried forward profits and distributable reserves, but decreased by carried forward losses and sums to be allocated to a reserve to be established according to the 1915 Law or these Articles and that (ii) any such distributed sums which do not correspond to profits actually earned shall be reimbursed by the Ordinary Shareholder(s).

Art. 27. Distribution in case of Return of Capital / Share Sale / Listing.

27.1 On a Return of Capital, the Proceeds shall (notwithstanding any provision in these Articles to the contrary) be distributed as follows:

27.1.1 firstly, each Third Party Security Holder (if any) shall receive its Relevant Proportion of the Proceeds;

27.1.2 secondly, Holdco shall receive Proceeds sufficient to give it the Target IRR; and

27.1.3 thirdly, if Holdco has received an amount sufficient to give it the Target IRR and if the Value Hurdle has been achieved, and to the extent there remain unallocated Proceeds following article 27.1.2 (the "Return of Capital Excess"), each Non-Third Party Security Holder shall receive its Non-Third Party Relevant Proportion of the Return of Capital

Excess. For the avoidance of doubt, if there is no Return of Capital Excess or the Value Hurdle has not been achieved, the Investor will not be entitled to receive anything.

27.2 On a Share Sale, the Consideration shall be distributed as follows:

27.2.1 firstly, each Third Party Security Holder (if any) shall receive its Sale Proportion of the Consideration in respect of the Relevant Securities;

27.2.2 secondly, Holdco shall receive Consideration in respect of the Relevant Securities in an amount sufficient to give it the Target IRR; and

27.2.3 thirdly, and to the extent there remains unallocated Consideration following article 27.2.2 (the "Share Sale Excess") and if the Value Hurdle has been achieved, each Non-Third Party Security Holder shall receive its Non-Third Party Relevant Proportion of the Share Sale Excess in respect of the Relevant Securities. For the avoidance of doubt, if there is no Share Sale Excess or the Value Hurdle has not been achieved, the Investor shall Transfer the Relevant Securities included in the Share Sale for no consideration.

27.3 Upon a Listing

27.3.1 Immediately prior to a Listing, all the Warrants shall be exercised, and all of the Shares then in issue in the Company (including any resulting from the exercise of Warrants) shall be converted into (including, to the extent necessary, by way of consolidation and/or subdivision) and re-designated as, or exchanged (directly or indirectly) for shares of the same class and having the same nominal value as the shares to be offered in the Group Company whose shares are to be listed (each such share arising on such conversion re-designation or exchange being a "Listed Share").

27.3.2 The Listed Shares shall be allocated as follows:

(a) firstly, each Third Party Security Holder (if any) shall be allocated such number of Listed Shares as is equal to its Relevant Proportion of Listed Shares;

(b) secondly, Holdco shall be allocated such number of Listed Shares the aggregate Value of which is sufficient to give Holdco the Target IRR; and

(c) thirdly, if and to the extent there are unallocated Listed Shares following the allocation made pursuant to paragraph 27.3.2(b) (the "Excess Listed Shares") and the Value Hurdle has been achieved, each Non-Third Party Security Holder shall be allocated such number of the Excess Listed Shares as is equal to its Non-Third Party Relevant Proportion of the Excess Listed Shares. For the avoidance of doubt, if there are no Excess Listed Shares or the Value Hurdle has not been achieved, the Investor shall receive no Listed Shares.

27.3.3 Following a Listing, articles 27.3.1 and 27.3.2 will cease to apply and the share rights established to take effect on Listing shall govern shareholder entitlements.

27.4 To the extent that after the date of Restatement of these Articles, Holdco makes a further investment to subscribe for shares in the share capital of the Company of up to one hundred and thirty million pounds (GBP 130,000,000.-), then for the purposes of the definition of Target IRR, the investment will be deemed to have been made on 26 June 2007'

G. Dissolution - Liquidation

Art. 28. In the event of dissolution of the Company, the Company shall be liquidated by one or more liquidators, who need not to be shareholders, and which are appointed by the General Meeting of Ordinary Shareholders, which will determine their powers and fees. Unless otherwise provided, the liquidators shall have the most extensive powers for the realisation of the assets and payment of the liabilities of the Company.

The surplus resulting from the realisation of the assets and the payment of the liabilities shall be distributed among the Ordinary Shareholders in proportion to the Ordinary Shares of the Company held by them.

H. Others

Art. 29. All matters not governed by the Articles shall be determined in accordance with the 1915 Law.

Art. 30. Definitions.

Amendment Date	is as defined in the Shareholders' Agreement.
Articles	means the present articles of association, which may be amended from time to time.
Available Amount	means the total amount of the net profits of the Company (including carried forward profits) increased by (i) any freely distributable share premium and other freely distributable reserves and (ii) as the case may be by the amount of the share capital reduction and legal reserve reduction relating to the class of Ordinary Shares to be cancelled but reduced by (i) any losses (included carried forward losses) and (ii) any sums to be placed into reserve(s) pursuant to the requirements of law or of the Articles, each time as set out in the relevant Interim Accounts (without for the avoidance of doubt, any double counting) so that: AA = (NP + P+CR) - (L + LR) Whereby: AA= Available Amount NP= net profits (including carried forward profits)

	P= any freely distributable share premium and other freely distributable reserves
	CR = the amount of the share capital reduction and legal reserve reduction relating to the class of Ordinary Shares to be cancelled
	L= losses (including carried forward losses)
	LR = any sums to be placed into reserve(s) pursuant to the requirements of law or of the Articles.
Bad Leaver	means any Leaver who is not a Good Leaver.
Base Price	has the meaning given to it in the Shareholders Agreement.
Board Members	has the meaning given to it in article 9.1.1 of the Articles.
Board of Managers	means the board of managers of the Company from time to time as set out in article 9.1 of the Articles.
Business Day	means a day other than a Saturday, Sunday or public holiday in England and Wales or the Grand Duchy of Luxembourg.
Chairman	has the meaning given to it in article 9.5 of the Articles.
Class A Managers	has the meaning set out in article 9.1.2 of the Articles.
Class A1 Shares	has the meaning set out in article 6 of the Articles.
Class A2 Shares	has the meaning set out in article 6 of the Articles.
Class B1 Shares	has the meaning set out in article 6 of the Articles.
Class B2 Shares	has the meaning set out in article 6 of the Articles.
Class C1 Shares	has the meaning set out in article 6 of the Articles.
Class C2 Shares	has the meaning set out in article 6 of the Articles.
Class D1 Shares	has the meaning set out in article 6 of the Articles.
Class D2 Shares	has the meaning set out in article 6 of the Articles.
Class E1 Shares	has the meaning set out in article 6 of the Articles.
Class E2 Shares	has the meaning set out in article 6 of the Articles.
Class F1 Shares	has the meaning set out in article 6 of the Articles.
Class F2 Shares	has the meaning set out in article 6 of the Articles.
Class G1 Shares	has the meaning set out in article 6 of the Articles.
Class G2 Shares	has the meaning set out in article 6 of the Articles.
Class H1 Shares	has the meaning set out in article 6 of the Articles.
Class H2 Shares	has the meaning set out in article 6 of the Articles.
Class I1 Shares	has the meaning set out in article 6 of the Articles.
Class I2 Shares	has the meaning set out in article 6 of the Articles.
Class J1 Shares	has the meaning set out in article 6 of the Articles.
Class J2 Shares	has the meaning set out in article 6 of the Articles.
Class B Managers	has the meaning set out in article 9.1.3 of the Articles.
Class 1 Ordinary Shares	means the Class A1 Shares, the Class B1 Shares, the Class C1 Shares, the Class D1 Shares, the Class E1 Shares, the Class F1 Shares, the Class G1 Shares, the Class H1 Shares, the Class I1 Shares and the Class J1 Shares.
Class 2 Ordinary Shares	means the Class A2 Shares, the Class B2 Shares, the Class C2 Shares, the Class D2 Shares, the Class E2 Shares, the Class F2 Shares, the Class G2 Shares, the Class H2 Shares, the Class I2 Shares and the Class J2 Shares.
Completion	is as defined in the Shareholders Agreement.
Completion Date	is as defined in the Shareholders Agreement.
Compulsory Transfer	shall have the meaning set out in article 18.1.2 of the Articles.
Compulsory Transfer Completion Date	means such date as is notified to the Leaver by the Company by not less than 5 Business Days notice for the transfer of his Leaver Equity.
Consideration	means the consideration received in respect of a Share Sale and includes, without limitation, cash, shares, securities, debt instruments and any deferred or contingent consideration and if the Consideration is not all in the form of cash paid at completion of the Share Sale then the non cash, delayed or contingent part will be valued by the board of Holdco for the purposes of the calculations made pursuant to article 27 of the Articles.
Deemed Executive	means such person or persons (other than Holdco, the Executives and the Investor) whom the Investor Managers deem to be an Executive for these purposes.
Duff & Phelps Valuation	means the most recent quarterly valuation prepared by Duff & Phelps in respect of the investment in Gibco held by KKR Private Equity Investors Inc. (the "KKR PEI

	Investment") or such other third party valuation as the Investor Manager designated by KKR considers to be appropriate in the light of changed circumstances.
EBT Trust Deed or Trust Deed	means any trust deed between the Company and the Investor from time to time.
Encumbrance	means a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, other encumbrance or security interest of any kind, or another type of agreement or arrangement having similar effect.
Equity Investment	means the sum of all amounts invested from time to time by Holdco in shares in the Company.
Excluded Shares	means any Relevant Securities acquired by Holdco pursuant to article 17.3 or article 18 of the Articles.
Executives	means the persons defined as "Managers" by the Shareholders Agreement.
Executives' Securities	means Executives' Shares and/or Executives' Warrants.
Executives' Shares	means the Class 2 Ordinary Shares in the Company held by the Executives or Related Holders (or held on their behalf by the Trustee) from time to time.
Executives' Warrants	means the Warrants held by the Executives or Related Holders (or held on their behalf by the Trustee) from time to time.
Exit	means completion of: - a Sale; - a Listing; - a Winding-Up; or - a Topco Transaction.
Exit Event	means completion of: - a Listing; - a Return of Capital; or - a Share Sale. Provided that, for the avoidance of doubt, no Exit Event shall be deemed to have occurred with respect to the completion of (i) any Transfer of any shares of Gibco by any Principal Investor pursuant to and in accordance with Article III of the Investors Agreement (Syndication) or (ii) any redemption or repurchase by Gibco of any shares of Gibco held by any Principal Investor undertaken pursuant to and in accordance with Section 10.6(b) of the Investors Agreement and neither (i) nor (ii) shall be deemed to constitute a Share Sale or a Return of Capital for the purposes of article 27; shall be the fair market value determined in accordance with article 18.2.5 of the Articles
Fair Market Value	
Family Member	means in relation to an employee or director of, or consultant to, any Group Company, his spouse or civil partner and/or his lineal descendants by blood or adoption and/or his stepchildren.
Family Trust	means a trust (whether arising under a settlement, declaration of trust, testamentary disposition or on an intestacy) in respect of which the only beneficiaries (and the only persons capable of being beneficiaries) are the employee or director of, or consultant to, any Group Company who established the trust and/or his spouse or civil partner and/or his lineal descendants by blood or adoption and/or his stepchildren;
FSA	means the Financial Services Authority acting in its capacity as the competent authority for the purposes of Part VI of FSMA.
FSMA	means the Financial Services and Markets Act 2000.
Gibco	means AB ACQUISITIONS HOLDINGS LIMITED, a private limited company incorporated under the laws of Gibraltar having its registered office at 57/63 Line Wall Road, Gibraltar.
Good Leaver	means: any Sale Leaver; any Leaver who leaves by reason of his death; any Leaver who retires at normal retirement age; any Leaver who, in accordance with the current policies of the Group Company which is his employer (the "Employer"), retires before normal retirement age at the request of the Employer, or retires through permanent illness or disability; any Leaver who is made redundant; any Leaver who has been actually dismissed by a Group Company in circumstances where there was no entitlement to dismiss him summarily and his dismissal was not for reasons of poor performance, in the reasonable opinion of his Employer; and

	(g) any other Leaver designated as such by the Manager Representatives with the consent of the Board Members;
Group	means (except where specifically defined otherwise) means Holdco and its subsidiary undertakings for the time being and any New Holding Company and/or New Parent Company and its subsidiary undertakings for the time being including the Company together with such other companies (in respect of such provisions of these Articles and subject to such conditions) as the Board of Managers of the Company may specify in writing from time to time with Investor Manager Consent, and "member of the Group" and "Group Company" shall be construed accordingly.
Group Nominee	means ALLIANCE BOOTS (NOMINEES) LIMITED, a private limited company incorporated under the laws of England and Wales (registered number 00555964), whose registered office is at 1 Thane Road West, Nottingham NG2 3AA.
Holdco	means ALLIANCE BOOTS GMBH, a company incorporated under the laws of Switzerland and having its registered office at 94, Baarerstrasse, 6300, Zug, Switzerland;
Holdco Ordinary Shares	means the Class A1 Shares, the Class B1 Shares, the Class C1 Shares, the Class D1 Shares, the Class E1 Shares, the Class F1 Shares, the Class G1 Shares, the Class H1 Shares, the Class I1 Shares and the Class J1 Shares.
Independent Accountant	shall have the meaning set out in article 18.4 of the Articles.
Interim Accounts	means the interim accounts of the Company as at the relevant Interim Account Date.
Interim Account Date	means the date no earlier than eight (8) days before the date of the repurchase and cancellation of the relevant class of Ordinary Shares.
Investor	means Barclays Wealth Trustees (Guernsey) Limited (previously called Walbrook Trustees (Guernsey) Limited) or any replacement trustee of the EBT Trust Deed.
Investor Manager	means an Investor Director as defined by the Shareholders' Agreement.
Investor Manager Consent	means Investor Director Consent as defined in the Shareholders' Agreement.
Investors Agreement	has the meaning given to in the Shareholders' Agreement.
KKR	means collectively KKR Associates 2006 (Overseas), Limited Partnership, KKR Sprint (2006) Limited, KKR Sprint (European II) Limited, and KKR Sprint (KPE) Limited, each of which has its registered office at c/o M&C Corporate Services Limited, PO Box 309 GT, Uglund House, South Church Street, George Town, Grand Cayman, Cayman Islands and their affiliated companies, firms and investment funds to the extent they are owners of shares, directly or indirectly, of Holdco or Gibco.
Leaver	has the meaning set out in article 18.1.1 of the Articles.
Leaver Date	means, in relation to a Leaver: (a) if the Leaver dies, the date of his death or certification of such death (if the date of death is unknown); and (b) in any other circumstances, the date on which the Leaver ceases to be employed or engaged by or a director of a Group Company.
Leaver Equity	has the meaning set out in article 18.1.2 of the Articles.
Listing	means in relation to any Group Company: (e) both the admission of any of that Group Company's shares to the Official List maintained by the FSA becoming effective (in accordance with the Listing Rules) and the admission of any of that Group Company's shares to trading on the LSE's market for listed securities (in accordance with the Admission and Disclosure Standards of the LSE, for the time being in force); (f) the admission to trading of any of that Group Company's shares on the Alternative Investment Market of the LSE becoming effective; or (g) the equivalent admission to trading to or permission to deal on any other Recognised Investment Exchange, or such other international stock exchange as is nominated by Holdco, becoming effective in relation to any of that Group Company's shares;
Listing Rules	means the rules made by the FSA pursuant to section 73A of FSMA, for the time being in force.
Loan Agreement	means any agreement between an Executive and any Group Company recording the terms by which a Group Company lends monies to that Executive for the purpose of acquiring Ordinary Shares or any related agreement to which a Group Company is party.
LSE	means the London Stock Exchange plc.

Manager Representatives	means each of George Fairweather, Marco Pagni and Stephen Duncan, in each case for so long as he meets the Manager Representative Qualifications or such other persons appointed by the board of Alliance Boots Limited (company number 6166753 registered in England) who meet (and only for so long as they meet) the Manager Representative Qualifications, provided that there shall be no more than three Manager Representatives at any time (and so that no person shall be appointed as a Manager Representative if it would cause the number of Manager Representatives to exceed three in number). For these purposes, a person shall meet the "Manager Representative Qualifications" for so long as he is an executive director of Alliance Boots Limited (company number 6166753 registered in England) and is a Security Holder or the holder of any Ordinary Share Interest and is not connected with any Principal Investor
New Holding Company	means any direct or indirect holding company of the Company or Holdco which has adhered to the Shareholders Agreement and undertaken the obligations of Holdco or the Company hereunder in which the share capital structure of the Company or Holdco (as the case may be) is replicated (with appropriate variations if the New Holding Company is not of the same type or incorporated in the same jurisdiction as Holdco or the Company) in all material respects or in which the Executives receive an economic entitlement of a value which is equivalent to or better than (in the good faith view of the board of Holdco or any previously established New Holding Company) their previous entitlement or in which the entitlements of the Executives' Shares are affected in a similar manner to the entitlements of the Holdco Ordinary Shares;
New Parent Company	means any direct or indirect holding company of the Company or Holdco (other than a New Holding Company) which has either (a) adhered to the Shareholders' Agreement and undertaken the obligations of Holdco thereunder; or (b) been designated in writing as a New Parent Company by the Investor Managers;
New Shareholder	has the meaning given to it in article 13.3 of the Articles.
Non-Third Party Relevant Proportion	means the proportion which the number of Relevant Securities held by the relevant Non-Third Party Security Holder immediately before the Return of Capital or Share Sale or in case of a Listing (as the case may be) immediately before the conversion, re-designation, or exchange referred to in article 27.3.1 ("Article 27.3.1 Conversion") bears to the aggregate number of Relevant Securities then held by Non-Third Party Security Holders, (which calculation shall be carried out after the assumed exercise of any options and/or warrants in respect of those shares (if any) (but without double counting in respect of the Warrants) prior to the Return of Capital, Share Sale or Article 27.3.1 Conversion (as the case may be));
Non-Third Party Security Holders	means Holdco, the Executives, any Deemed Executive and the Investor.
Notice Date	has the meaning given to it in article 20.2 of the Articles.
1915 Law	means the Luxembourg law on commercial companies dated 10 August 1915, as amended from time to time.
Ordinary Shareholders	means any holder of the Ordinary Shares from time to time.
Ordinary Shares	means collectively, the Class A1 Shares, the Class A2 Shares, the Class B1 Shares, the Class B2 Shares, the Class C1 Shares, the Class C2 Shares, the Class D1 Shares, the Class D2 Shares, the Class E1 Shares, the Class E2 Shares, the Class F1 Shares, the Class F2 Shares, the Class G1 Shares, the Class G2 Shares, the Class H1 Shares, the Class H2 Shares, the Class I1 Shares, the Class I2 Shares, the Class J1 Shares and the Class J2 Shares as issued and outstanding from time to time.
Ordinary Share Interest	means any directly or indirectly held legal or beneficial interest in any Ordinary Shares.
Principal Investors	has the meaning given to it in the Investors Agreement.
Proceeds	means the proceeds of a Return of Capital and includes without limitation, cash, shares, securities, debt instruments and any deferred or contingent consideration and if the Proceeds are not all in the form of cash paid upon the Return of Capital then the non-cash delayed or contingent part will be valued by the board of Holdco for the purposes of the calculations made pursuant to article 27.
Proposed Purchaser	has the meaning given to it in the definition of "Sale".
Proposed Purchaser Group	has the meaning given to it in the definition of "Sale".

Proposed Transferor	has the meaning given to it in the definition of "Sale".
Recognised Investment Exchange Register	has the meaning given to it on the Completion Date in section 285 FSMA.
Related Corporation	has the meaning given to it in the Trust Deed.
Related Holders	means, in relation to an Executive, a body corporate wherever incorporated of which the Executive is either a member or holder of a beneficial interest therein and which has been approved in writing by the Company as a Related Corporation in relation to that Executive.
Relevant Proportion	means the proportion, which the number of Relevant Securities held by the relevant Third Party Security Holders immediately before a Return of Capital or Listing (as the case may be) bears to the aggregate number of Relevant Securities.
Relevant Securities	means: (a) in the case of a Share Sale, the shares in the Company and/or Warrants which are being sold; (b) in the case of a Return of Capital comprising an own share purchase or share cancellation, all the shares in the Company and all the Warrants in existence at that time, unless Holdco (acting in good faith) determines a different proportion or category is appropriate; and (c) in the case of any other Return of Capital and in the case of a Listing, all the shares in the Company and all the Warrants in existence at that time.
Return of Capital	means any return of capital to the Ordinary Shareholders whether on a liquidation or otherwise in respect of Relevant Securities or any dividend or other distribution paid or made on Relevant Securities (whether such dividend or distribution is of a capital or income nature).
Reorganisation	has the meaning given to it by the Shareholders' Agreement.
Reserved Shares	means the 3,360,000 Class 2 Ordinary Shares and/or Warrants in aggregate, which are reserved for allotment after the Amendment Date in accordance with, article 7.
Sale	means the transfer (whether through a single transaction or a series of related transactions) of Ordinary Shares by a person or persons (the "Proposed Transferor") which, if registered, would result in a person (the "Proposed Purchaser") and any other person: (a) who is a connected person of the Proposed Purchaser; or with whom the Proposed Purchaser is acting in concert, (together the "Proposed Purchaser Group"), holding 50 per cent or more of the Ordinary Shares for the time being in issue.
Sale Leaver	means a person whose employment with the Group ceases due to the sale of that part of the business of the Group in which he is employed (unless such person becomes an employee of another Group Company).
Sale Proportion	means the proportion, which the number of Relevant Securities being sold in a Share Sale by the relevant Security Holder bears to the aggregate number of Relevant Securities being sold in the Share Sale.
Securities	means the Ordinary Shares and the Warrants to be issued by the Company from time to time.
Security Holders	means Ordinary Shareholders and/or Warrant holders and "Security Holder" shall be construed accordingly.
Service Agreements	means the service agreements which might be entered into between the Company or another member of the Group on the one hand and each Executive respectively on the other, and "Service Agreement" shall be construed accordingly.
Share Sale	means the sale of any shares in the Company or any Warrants, other than to a New Holding Company or a New Parent Company or to the Group Nominee or permitted or required by article 14.1.2 or 14.1.6 of these Articles.
Shareholders' Agreement	means any shareholders' agreement entered or to be entered into between AB Acquisitions Holdings Limited, the several Managers (as therein defined), the Investor and the Company among others, as such agreement may from time to time be amended or replaced.
Stock	has the meaning given in the EBT Trust Deed.
Stockholder	has the meaning given in the EBT Trust Deed.

Stock Transfer	is a Compulsory Transfer where the Leaver Equity consists of Securities held by the Trustee for the Leaver or his Related Holder and the Leaver Equity is to remain held in the name of the Trustee either to be held as nominee for a specific Specified Transferee or Transferees or as part of the Trust Fund.
Subscription Price	means the total paid up on the Securities (including any premium) or, if Securities were acquired by purchase, the purchase price paid. For these purposes any Ordinary Shares issued upon exercise of a Warrant by the Leaver or his Related Persons shall be deemed to have a Subscription Price equal to the Subscription Price of the corresponding Warrant.
Tag Along Sale Percentage	has the meaning given in the Investors Agreement.
Tag Closing Date	has the meaning given to it in article 15.9 of the Articles.
Tag Notice	has the meaning given to it in article 15.9 of the Articles.
Tag Offer	has the meaning given to it in article 15.4.1 of the Articles.
Tag Proportion	has the meaning given to it in article 15.5 of the Articles.
Tag Securities	has the meaning given to it in article 15.4.1 of the Articles.
Tag Shares	has the meaning given to it in article 15.9 of the Articles.
Tagging Shareholder	has the meaning given to it in article 15.9 of the Articles.
Target IRR	means an amount which gives Holdco an internal rate of return on the Relevant Securities held by it (other than the Excluded Shares) equivalent to 8% per annum calculated from 26 June 2007 to the day of completion of any Share Sale, the day on which any Return of Capital is made or the day which a Listing becomes effective, as the case may be, and in each case, taking account of any previous Return of Capital in respect of the Relevant Securities (other than the Excluded Shares). For the purposes of this definition of "Target IRR" each share in the Company held by Holdco (being at the time Gibco) or by the Group Nominee as its nominee, immediately following Completion will be deemed to have been acquired by Holdco on 26 June 2007 at the Base Price.
Third Party Security Holders	means holders of Relevant Securities, Holders other than the Non-Third Party Security Holders.
Topco Transaction	means a transaction equivalent to a Share Sale or Listing, which occurs at the level of Gibco, Holdco, a New Holding Company or a New Parent Company ("Topco").
Total Cancellation Amount	has the meaning given to it in article 8.3.1 of the Articles.
Transfer	means, in relation to any Ordinary Share, Ordinary Share Interest, Warrant, Warrant Interest or any other shares in or warrants in respect of the capital of the Company or any legal or beneficial interest in any of them to: (a) sell, assign, transfer or otherwise dispose of it; create or permit to subsist any Encumbrance over it; direct (by way of renunciation or otherwise) that another person should, or assign any right to, receive it; enter into any agreement in respect of the votes or any other rights attached to the Ordinary Share or Warrant other than by way of proxy for a particular Ordinary Shareholder or Warrant Holder meeting consistent with the Shareholders' Agreement: or agree, whether or not subject to any condition precedent or subsequent, to do any of the foregoing, and "Transferred", "Transferor" and Transferee" shall be construed accordingly.
Trust Deed	has the meaning given to it by the Shareholders' Agreement.
Trustee	has the meaning given to it in the Trust Deed.
Trust Fund	has the meaning given to it in the Trust Deed.
Value	is the price per Listed Share at which the Listed Shares are to be sold or offered in the Listing (in the case of an offer for sale other than by tender, being the underwritten price or, in the case of an offer for sale by tender, the strike price under such offer for sale by tender or, in the case of a placing, the price at which shares are (or are to be) sold under the placing, or in any other case the price reasonably determined by the board of Holdco).
Value Hurdle	means that at some time prior to the Return of Capital, Share Sale or Listing the value of KKR's investment in Gibco (or such other entity as KKR may specify in writing from time to time as its successor as the holding company for KKR's investment in the Group) has increased to 1.2x the price of the original investment as determined by the Duff & Phelps Valuations or KKR has sold shares in Holdco at a price which is 1.2 x the price of the original

	investment or if the Board of Managers determines that the value of KKR's investments in Gibco will be increased to 1.2x the price of the original investment as a result of the Share Sale, Return of Capital, or Listing in respect of which the determination of the Value Hurdle is being made.
Vice-Chairman	has the meaning set out in Article 9.5 of the Articles.
Warrant Holder	means a person entered into the register of warrant holders of the Company as the holder for the time being of a Warrant.
Warrant Interest	means any directly or indirectly held legal or beneficial interest in any Warrants (including without limitation through Stock as defined by the Shareholders Agreement and the interest of the Executives in Warrants held for them by the Investor).
Warrant Instrument	means any warrant instrument issued by the Company from time to time.
Warrant Shares	are as defined in the Warrant Instrument.
Warrants	are as defined in the Warrant Instrument
Winding-Up	means a distribution to shareholders pursuant to a winding-up or dissolution of the Company or a return of capital to shareholders of the Company.
Withdrawing Transfer	has the meaning set out in Article 20.5 of the Articles.

Art. 31. Interpretation. In these Articles, a reference to:

31.1 a "person" includes, without limitation, a reference to any individual, firm, company, corporation or other body corporate, government, state or agency of a state or any joint venture, association or partnership, works council or employee representative body (whether or not having a separate legal personality);

31.2 (unless the context otherwise requires) the singular shall include the plural, and vice versa;

31.3 one gender shall include each gender;

31.4 The headings to these Articles do not affect their interpretation or construction.

31.5 The ejusdem generis principle of construction shall not apply to these Articles. Accordingly, general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating particular classes of acts, matters or things or by examples falling within the general words.

31.6 Where in these Articles there is any reference to any approval by or consultation with "Manager Representatives" (including Articles 15.5, 15.6, 17.2.1(b), 17.4 and 18.4.2 (c)) there will be no need for any such approval or consultation in respect of any shares where the person entitled to the Ordinary Share Interest in respect of these shares and the Company have expressly agreed in writing to that effect.

31.7 Notwithstanding any provision in these Articles to the contrary, where any matter in these Articles requires consultation with (as opposed to the consent or approval of) the Manager Representatives (or any similar expression), such consultation or similar matter shall only be required to the extent that it is in the opinion of the Investor Managers reasonably practicable.

Costs and Expenses

The costs, expenses, remuneration or charges of any form whatsoever incumbent to the Company and charged to it by reason of the present deed are assessed to six thousand euro.

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

The undersigned notary who speaks and understands English, states herewith that the present deed is worded in English, followed by a French version; on request of the appearing parties and in case of divergences between the English and the French text, the English version will prevail.

The document having been read to the proxy holder of the appearing parties known to the notary by her name, first name, civil status and residence, the proxy holder of the appearing parties signed together with the notary the present deed.

Suit la traduction en français du texte qui précède:

(N.B. Pour des raisons techniques, ladite version française est publiée au Mémorial C-N° 580 du 18 mars 2010.)

Signé: G. SOLOMONS, J. STERN, J.J. WAGNER.

Enregistré à Esch-sur-Alzette A.C., le 30 décembre 2009. Relation: EAC/2009/16459. Reçu soixante-quinze Euros (75.- EUR).

Le Receveur (signé): SANTIONI.

Référence de publication: 2010024632/1436.

(100020041) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 février 2010.