

MEMORIAL

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Luxembourg



MEMORIAL

Amtsblatt
des Großherzogtums
Luxemburg

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° 1185

7 juin 2010

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**SCAPIM Luxembourg S.A., Société de Coordination des Activités Pétrolières, Industrielles et Minières
Luxembourg S.A., Société Anonyme.**

Siège social: L-1882 Luxembourg, 3, rue Guillaume Kroll.
R.C.S. Luxembourg B 81.704.

Les comptes annuels au 31 décembre 2004 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.
Référence de publication: 2010054808/10.

(100069826) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mai 2010.

East Capital Advisory S.A., Société Anonyme.

Siège social: L-2520 Luxembourg, 5, allée Scheffer.
R.C.S. Luxembourg B 136.364.

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.

Signatures.

Référence de publication: 2010058362/10.

(100058617) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Teti International Asset Management, Société Anonyme.

Siège social: L-2520 Luxembourg, 5, allée Scheffer.
R.C.S. Luxembourg B 81.346.

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.

Signatures.

Référence de publication: 2010058364/10.

(100058622) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Endurance HC FF&E S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-8308 Capellen, 38, Parc d'Activités Capellen.
R.C.S. Luxembourg B 136.025.

Les comptes annuels au 30 septembre 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
Mandataire

Référence de publication: 2010058423/12.

(100058723) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

GeoLogistics International Holdings (Luxembourg), Société à responsabilité limitée.

Siège social: L-1653 Luxembourg, 2-8, avenue Charles de Gaulle.
R.C.S. Luxembourg B 102.652.

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.

Luxembourg Corporation Company SA
Signatures

Référence de publication: 2010058475/11.

(100058748) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Kraft Foods Financing Luxembourg S.à r.l., Société à responsabilité limitée.

Siège social: L-1653 Luxembourg, 2-8, avenue Charles de Gaulle.

R.C.S. Luxembourg B 134.417.

Les comptes annuels au 30 Novembre 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 Corporation Company SA

Signatures

Référence de publication: 2010058560/11.

(100058751) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Kraft Foods Luxembourg S.à r.l., Société à responsabilité limitée.

Siège social: L-1653 Luxembourg, 2-8, avenue Charles de Gaulle.

R.C.S. Luxembourg B 134.416.

Les comptes annuels au 30 novembre 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 Corporation Company SA

Signatures

Référence de publication: 2010058586/11.

(100058753) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Hutton Collins Luxembourg S.à r.l., Société à responsabilité limitée.

Siège social: L-1653 Luxembourg, 2-8, avenue Charles de Gaulle.

R.C.S. Luxembourg B 93.344.

Le bilan au 31 Décembre 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 06 avril 2010.

Peter Diehl

Gérant

Référence de publication: 2010058594/12.

(100058754) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Saturn Holding S.A., Société Anonyme.

Siège social: L-2514 Luxembourg, 15, rue Jean-Pierre Sauvage.

R.C.S. Luxembourg B 26.450.

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.

Signature.

Référence de publication: 2010058596/10.

(100058761) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Saturn Holding S.A., Société Anonyme.

Siège social: L-2514 Luxembourg, 15, rue Jean-Pierre Sauvage.

R.C.S. Luxembourg B 26.450.

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.

Signature.

Référence de publication: 2010058599/10.

(100058762) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Inpa Trading S.A., Société Anonyme.

Siège social: L-2514 Luxembourg, 15, rue Jean Pierre Sauvage.
R.C.S. Luxembourg B 103.366.

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.

Signature.

Référence de publication: 2010058601/10.

(100058764) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Benz Trade S.A., Société Anonyme.

Siège social: L-2514 Luxembourg, 15, rue Jean-Pierre Sauvage.
R.C.S. Luxembourg B 74.607.

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.

Signature.

Référence de publication: 2010058603/10.

(100058765) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Immobilière et Participation S.A., Société Anonyme.

Siège social: L-1628 Luxembourg, 7A, rue des Glacis.
R.C.S. Luxembourg B 37.936.

Les comptes annuels au 31 décembre 2006 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
Un mandataire

Référence de publication: 2010058609/12.

(100058798) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Immobilière et Participation S.A., Société Anonyme.

Siège social: L-1628 Luxembourg, 7A, rue des Glacis.
R.C.S. Luxembourg B 37.936.

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.

Pour la société
Signature
Un mandataire

Référence de publication: 2010058610/12.

(100058805) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

LFS Property Services S.A., Société Anonyme.

Siège social: L-8010 Strassen, 270, route d'Arlon.
R.C.S. Luxembourg B 37.917.

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: 2010058607/10.

(100058784) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

LFS Property Services S.A., Société Anonyme.

Siège social: L-8010 Strassen, 270, route d'Arlon.

R.C.S. Luxembourg B 37.917.

Les comptes annuels au 31/12/2007 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.

Signature.

Référence de publication: 2010058605/10.

(100058782) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Assurances Consultances Services S.A., Société Anonyme.

Siège social: L-7257 Helmsange, 16, Millewee.

R.C.S. Luxembourg B 62.235.

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: 2010058611/10.

(100058806) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

CarVal Investors Luxembourg S.à r.l., Société à responsabilité limitée.

Siège social: L-1528 Luxembourg, 11-13, boulevard de la Foire.

R.C.S. Luxembourg B 117.261.

Les comptes annuels au 31.05.2009 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.

CarVal Investors Luxembourg S.à r.l.

Mirko Fischer

Director

Référence de publication: 2010058612/12.

(100058838) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

GeoLogistics International Holdings (Luxembourg), Société à responsabilité limitée.

Siège social: L-1653 Luxembourg, 2-8, avenue Charles de Gaulle.

R.C.S. Luxembourg B 102.652.

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.

Luxembourg Corporation Company SA

Signatures

Référence de publication: 2010058518/11.

(100058749) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Landesbank Baden-Württemberg Luxembourg Branch, Succursale d'une société de droit étranger.

Adresse de la succursale: L-2450 Luxembourg, 10-12, boulevard Roosevelt.

R.C.S. Luxembourg B 24.621.

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.
Le 28.04.2010.

Signature.

Référence de publication: 2010058628/10.

(100058772) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Koch Fiber Finance Holding S.à.r.l., Société à responsabilité limitée.

Capital social: EUR 18.502.000,00.

Siège social: L-1469 Luxembourg, 67, rue Ermesinde.

R.C.S. Luxembourg B 100.072.

Les comptes annuels rectifiés 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.

Pour KOCH FIBER FINANCE HOLDING S.à r.l.

Signature

Un mandataire

Référence de publication: 2010058631/14.

(100058755) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

LBBW Luxembourg S.A., Société Anonyme.

Siège social: L-2450 Luxembourg, 10-12, boulevard Roosevelt.

R.C.S. Luxembourg B 15.585.

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.

28.04.2010.

Signature.

Référence de publication: 2010058632/10.

(100058773) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Magnolia SICAV SIF, Société Anonyme sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

Siège social: L-7241 Bereldange, 204, route de Luxembourg.

R.C.S. Luxembourg B 134.219.

Le rapport annuel au 31. Oktober 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.

Luxembourg, le 27.04.2010.

Signatures.

Référence de publication: 2010058633/10.

(100058778) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Oriel S.A., Société Anonyme Holding.

Siège social: L-1526 Luxembourg, 23, Val Fleuri.

R.C.S. Luxembourg B 50.771.

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: 2010058634/10.

(100058783) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Circle Printers Luxembourg, Société Anonyme.

Siège social: L-1331 Luxembourg, 33, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 70.986.

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: 2010058627/10.

(100058577) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

AIRTECH EUROPE S.à r.l., Société à responsabilité limitée.

Siège social: L-4562 Differdange, Zone Industrielle Haneboesch.

R.C.S. Luxembourg B 36.184.

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.

William R. DAHLEREN / Jeffrey L. DAHLEREN / Dennis P. WATERKOTTE / Wolfgang STRATMANN.

Référence de publication: 2010058637/10.

(100058818) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Liegus Holding S.A., Société Anonyme Holding.

Siège social: L-1526 Luxembourg, 23, Val Fleuri.

R.C.S. Luxembourg B 63.074.

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: 2010058638/10.

(100058820) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

EUROHYPO Europäische Hypothekenbank S.A., Société Anonyme.

Siège social: L-1736 Senningerberg, 5, Heienhaff.

R.C.S. Luxembourg B 30.469.

Le Bilan au 31.12.2009 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.

Senningerberg, le 28 avril 2010.

EUROHYPO Europäische Hypothekenbank S.A.

Walter Siemann / Elisabeth Konz-Mikno

Référence de publication: 2010058636/12.

(100058810) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Newell Rubbermaid Luxembourg S.à r.l., Société à responsabilité limitée.

Siège social: L-1882 Luxembourg, 7, rue Guillaume Kroll.

R.C.S. Luxembourg B 106.345.

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: 2010058639/10.

(100058876) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

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

Siège social: L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 133.545.

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.

Pour Renergy S.à r.l.

Intertrust (Luxembourg) S.A.

Référence de publication: 2010058640/11.

(100059010) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

EURX Prince Henri Investment S.A., Société Anonyme.

Siège social: L-1840 Luxembourg, 15, boulevard Joseph II.
R.C.S. Luxembourg B 124.722.

Il résulte de résolutions prises par l'associé unique de la Société le 21 avril 2010 que:

- le mandat de Deloitte S.A., ayant son siège social au 560, rue de Neudorf, L-2220 Luxembourg, RCS B 67.895, en sa qualité de réviseur d'entreprises prend fin ce jour avec effet immédiat.

- M. Benjamin Hartmeier, né le 20 avril 1978 à Sulingen, Allemagne, ayant l'adresse professionnelle à 15, Boulevard Joseph II, L-1840 Luxembourg est nommé commissaire aux comptes avec effet immédiat pour les exercices sociaux compris entre le 1^{er} janvier 2008 et le 31 décembre 2010.

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

Fait à Luxembourg, le 19 mai 2010.

Référence de publication: 2010054877/15.

(100069814) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mai 2010.

JM Peinture S.à r.l., Société à responsabilité limitée.

Siège social: L-4391 Pontpierre, 6, route de Luxembourg.
R.C.S. Luxembourg B 148.849.

Extrait de l'assemblée générale extraordinaire en date du 19 mai 2010

L'assemblée générale de l'associé prend note:

- de la démission de Monsieur José Rodrigues Pinto Matias de son poste de gérant technique avec effet immédiat.

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

Esch-sur-Alzette, le 19 mai 2010.

Pour la société

Fiduciaire Weber Bontemps & Mouwannes S.à r.l.

Experts Comptables et Fiscaux

Référence de publication: 2010054900/15.

(100069809) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mai 2010.

CVI Global Lux Oil and Gas 3 S. à r.l., Société à responsabilité limitée.

Siège social: L-1528 Luxembourg, 11-13, boulevard de la Foire.
R.C.S. Luxembourg B 140.392.

Les comptes annuels au 31.05.2009 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.

CVI Global Lux Oil and Gas 3 S.à r.l.

Mirko Fischer

Director

Référence de publication: 2010058616/12.

(100058840) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Single Holding, Société à responsabilité limitée.

Siège social: L-1371 Luxembourg, 7, Val Sainte Croix.
R.C.S. Luxembourg B 119.313.

RECTIFICATIF

Mention rectificatif du bilan enregistré et déposé le 25/02/2010, et accepté au registre sous le N: L100028832.

Le bilan modifié 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.

Signature.

Référence de publication: 2010058618/12.

(100058454) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

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

Siège social: L-2449 Luxembourg, 25B, boulevard Royal.
R.C.S. Luxembourg B 132.527.

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EXTRAIT

Suite à une réunion de la gérance en date du 10 février 2010, les modifications suivantes ont été adoptées:

- Changement du siège social: à compter du 1^{er} mars 2010, le siège de la société est au 25 B Boulevard Royal, Forum Royal, 4^{ème} étage, L-2449, Luxembourg
- Adresse professionnelle du gérant :
- * Monsieur Patrick Meunier, administrateur, demeure professionnellement au nouveau siège de la société à compter du 1^{er} mars 2010,

Pour extrait sincère et conforme
MALAGA SARL
Patrick Meunier
Gérant

Référence de publication: 2010057863/18.

(100058881) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

African Management Group Holding S.A., Société Anonyme.

Siège social: L-1140 Luxembourg, 45-47, route d'Arlon.
R.C.S. Luxembourg B 105.570.

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Extrait du procès-verbal de l'assemblée générale extraordinaire des actionnaires tenue à Luxembourg en date du 15 avril 2010

M. Riadh ZAOUÏ, M. Selim AZZABI et M. Mehdi BABBOU ont démissionné de leur mandat d'administrateurs.
M. Selim AZZABI démissionne de son mandat d'administrateur-délégué.

Mme Nathalie PRIEUR, M. Jeannot DIDERRICH et M. Roland DE CILLIA, demeurant 45-47, route d'Arlon, L-1140 Luxembourg, ont été nommés administrateurs jusqu'à l'assemblée générale ordinaire qui se tiendra en 2016.

Mme Nathalie PRIEUR, prénommée, a été nommée administrateur-délégué jusqu'à l'assemblée générale ordinaire qui se tiendra en 2016.

Le mandat de la société BENOY KARTHEISER MANAGEMENT S.à r.l., ayant son siège social 45-47, route d'Arlon, L-1140 Luxembourg en tant que commissaire aux comptes a été renouvelé jusqu'à l'assemblée générale ordinaire qui se tiendra en l'année 2016.

Luxembourg, le 15 avril 2010.

Pour la société

Référence de publication: 2010057884/19.

(100058605) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

EEL Investments S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-2449 Luxembourg, 47, boulevard Royal.
R.C.S. Luxembourg B 108.480.

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Rectificatif des comptes annuels au 31 décembre 2008 déposés auprès du registre de Commerce et des Sociétés Luxembourg en date du 24 mars 2010 du sous la référence L100042339.04

Les comptes annuels au 31 décembre 2008 modifiés 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 21 avril 2010.

EEL Investments S.à r.l.
Représenté par: M. Julien FRANCOIS
Gérant

Référence de publication: 2010058614/17.

(100058814) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Adama, Société Anonyme.

Siège social: L-8094 Bertrange, 20, rue de Strassen.

R.C.S. Luxembourg B 94.521.

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Extrait de l'Assemblée Générale Extraordinaire du 5 mars 2010

L'Assemblée a pris les résolutions suivantes :

Première résolution

L'assemblée décide à l'unanimité de renouveler les mandats des administrateurs jusqu'à l'assemblée générale qui sera tenue en 2015 des personnes suivantes :

- SH Holding N° d'immatriculation : 8 439 904 889 avec siège au 16 rue de la Batterie à F-67118 Geispolsheim-Gare;
- Madame Filloux Anne, née à Dakar (Sénégal), le 17 octobre 1962, demeurant à F-74000 Annecy, 16, rue François Leveque;
- Monsieur Meyer Maurice, né à Barr (67), le 7 juillet 1964, demeurant à F-67210 Valf, Rte de Meistratzheim, Ferme Sainte Blaise;

L'assemblée décide à l'unanimité de révoquer de son mandat d'administrateur et de délégué à la gestion journalière :

- Monsieur Morgado Alcarpe Felismino Augusto, demeurant à L-8094 Bertrange, 20 rue de Strassen.

Deuxième résolution

L'assemblée décide à l'unanimité de révoquer le mandat de commissaire aux comptes à AACO SARL. N° Registre de Commerce: B 88833 avec siège au 6, rue Henri Schnadt L-2530 Luxembourg et d'accorder le mandat de commissaire aux comptes à GSL Fiduciaire Sarl, N° Registre de Commerce : B 134 601 avec siège au 37, rue Romain Fandel L-4149 Esch-sur-Alzette jusqu'à l'assemblée générale qui sera tenue en 2015.

Signature.

Référence de publication: 2010057885/25.

(100058593) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

ING (L) Dynamic, Société d'Investissement à Capital Variable.

Siège social: L-1470 Luxembourg, 52, route d'Esch.

R.C.S. Luxembourg B 52.519.

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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.

Luxembourg, le 22 avril 2010.

ING Investment Management Luxembourg SA

Signatures

Par délégation

Référence de publication: 2010058625/13.

(100058523) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Managed Funds Portfolio, Société d'Investissement à Capital Variable.

Siège social: L-1470 Luxembourg, 52, route d'Esch.

R.C.S. Luxembourg B 81.144.

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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.

Luxembourg, le 8 avril 2010.

ING Investment Management Luxembourg S.A.

Signatures

Par délégation

Référence de publication: 2010058626/13.

(100058525) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Profimaid Sàrl, Société à responsabilité limitée.

Siège social: L-5654 Mondorf-les-Bains, 20, avenue Grande-Duchesse Charlotte.
R.C.S. Luxembourg B 131.190.

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.

Pour la société
Fiduciaire Weber Bontemps et Mouwannes
Experts comptables et fiscaux
Signature

Référence de publication: 2010058641/13.

(100058807) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

PPF Lux S.à.r.l., Société à responsabilité limitée.

Siège social: L-4702 Pétange, 4, rue Pierre Grégoire.
R.C.S. Luxembourg B 101.390.

Les comptes annuels au 30.09.2009 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.
Echternach, le 28 avril 2010. Signature.

Référence de publication: 2010058642/10.

(100058584) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

PEF V Information Technology II S.à r.l., Société à responsabilité limitée.

Siège social: L-1653 Luxembourg, 2, avenue Charles de Gaulle.
R.C.S. Luxembourg B 110.314.

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.
Luxembourg, le 31 mars 2010.

Référence de publication: 2010058643/10.

(100058997) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Parcofin S.A., Société Anonyme.

Siège social: L-2241 Luxembourg, 4, rue Tony Neuman.
R.C.S. Luxembourg B 98.291.

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.

Le Conseil d'Administration

Référence de publication: 2010058644/10.

(100058683) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Olibrami S.A., Société Anonyme.

Siège social: L-3737 Rumelange, 29, rue Henri Luck.
R.C.S. Luxembourg B 152.688.

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STATUTS

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

Par devant Maître Jean SECKLER, notaire de résidence à Junglinster, (Grand-Duché de Luxembourg), soussigné;

A COMPARU:

Monsieur Pascal BRANDT, directeur de société, né à Villerupt (France), le 24 février 1962, demeurant à F-54190 Villerupt, 30, Rue Erckmann-Chatrian.

ici représenté par Monsieur Christian DOSTERT, employé privé, demeurant professionnellement à L-6130 Junglinster, 3, route de Luxembourg, en vertu d'une procuration sous seing privé lui délivrée; laquelle procuration, signée "ne varietur" par le mandataire et le notaire instrumentant, resteront annexées au présent acte pour être formalisée avec lui.

Lequel comparant, représenté comme dit ci-avant, a requis le notaire instrumentaire d'arrêter les statuts d'une société anonyme à constituer comme suit:

I. Nom, Durée, Objet, Siège social

Art. 1^{er}. Il est formé par les présentes, par les souscripteurs et tous ceux qui deviendront propriétaires des actions ci-après créées, une société anonyme sous la dénomination de "OLIBRAMI S.A.", laquelle sera régie par les présents statuts (les "Statuts") ainsi que par les lois respectives et plus particulièrement par la loi modifiée du 10 août 1915 sur les sociétés commerciales (la "Loi").

Art. 2. La durée de la Société est illimitée.

Art. 3. La Société pourra effectuer toutes opérations se rapportant directement ou indirectement à la prise de participations sous quelque forme que ce soit, dans toute entreprise, ainsi que l'administration, la gestion, le contrôle et le développement de ces participations.

La Société pourra notamment employer ses fonds à la création, à la gestion, au développement, à la mise en valeur et à la liquidation d'un portefeuille se composant de tous titres et brevets de toute origine, participer à la création, au développement et au contrôle de toute entreprise, acquérir par voie d'apport, de souscription, de prise ferme ou d'option d'achat et de toute autre manière, tous titres et brevets, les réaliser par voie de vente, de cession, d'échange ou autrement, faire mettre en valeur ces affaires et brevets.

La Société pourra emprunter sous quelque forme que ce soit.

La Société pourra, dans les limites fixées par la Loi, accorder à toute société du groupe ou à tout actionnaire tous concours, prêts, avances ou garanties.

Dans le cadre de son activité, la Société pourra accorder hypothèque, emprunter avec ou sans garantie ou se porter caution pour d'autres personnes morales et physiques, sous réserve des dispositions légales afférentes.

La Société peut également procéder à toutes opérations immobilières, mobilières, commerciales, industrielles et financières, nécessaires et utiles pour la réalisation de l'objet social.

Art. 4. Le siège social est établi à Rumelange, (Grand-Duché de Luxembourg).

Le siège social de la Société pourra être transféré à tout autre endroit dans la commune du siège social par une simple décision du conseil d'administration.

Par simple décision du conseil d'administration, la Société pourra établir des filiales, succursales, agences ou sièges administratifs aussi bien dans le Grand-Duché de Luxembourg qu'à l'étranger.

Le siège social pourra être transféré dans toute autre localité du Grand-Duché de Luxembourg par décision de l'assemblée des actionnaires.

II. Capital social - Actions

Art. 5. Le capital social est fixé à trente et un mille euros (31.000,- EUR), représenté par cent (100) actions d'une valeur nominale de trois cent dix euros (310,- EUR) chacune.

Le capital social peut être augmenté ou réduit par décision de l'assemblée générale des actionnaires statuant comme en matière de modification des Statuts.

La Société peut, aux conditions et aux termes prévus par la Loi racheter ses propres actions.

Art. 6. Les actions de la Société sont nominatives ou au porteur ou pour partie nominatives et pour partie au porteur au choix des actionnaires, sauf dispositions contraires de la Loi.

Il est tenu au siège social un registre des actions nominatives, dont tout actionnaire pourra prendre connaissance, et qui contiendra les indications prévues à l'article 39 de la Loi. La propriété des actions nominatives s'établit par une inscription sur ledit registre.

Des certificats constatant ces inscriptions au registre seront délivrés, signés par deux administrateurs ou, si la Société ne comporte qu'un seul administrateur, par celui-ci.

L'action au porteur est signée par deux administrateurs ou, si la Société ne comporte qu'un seul administrateur, par celui-ci. La signature peut être soit manuscrite, soit imprimée, soit apposée au moyen d'une griffe.

Toutefois l'une des signatures peut être apposée par une personne déléguée à cet effet par le conseil d'administration. En ce cas, elle doit être manuscrite. Une copie certifiée conforme de l'acte conférant délégation à une personne ne faisant pas partie du conseil d'administration, sera déposée préalablement conformément à l'article 9, §§ 1 et 2 de la Loi.

La Société ne reconnaît qu'un propriétaire par action; si la propriété de l'action est indivise, démembrée ou litigieuse, les personnes invoquant un droit sur l'action devront désigner un mandataire unique pour présenter l'action à l'égard de la Société. La Société aura le droit de suspendre l'exercice de tous les droits y attachés jusqu'à ce qu'une seule personne ait été désignée comme étant à son égard propriétaire.

III. Assemblées générales des actionnaires Décisions de l'actionnaire unique

Art. 7. L'assemblée des actionnaires de la Société régulièrement constituée représentera tous les actionnaires de la Société. Elle aura les pouvoirs les plus larges pour ordonner, faire ou ratifier tous les actes relatifs aux opérations de la Société. Lorsque la Société compte un actionnaire unique, il exerce les pouvoirs dévolus à l'assemblée générale.

L'assemblée générale est convoquée par le conseil d'administration. Elle peut l'être également sur demande d'actionnaires représentant un dixième au moins du capital social.

Art. 8. L'assemblée générale annuelle des actionnaires se tiendra le 3^{ème} jeudi du mois de mai à 11.00 heures au siège social de la Société ou à tout autre endroit qui sera fixé dans l'avis de convocation.

Si ce jour est un jour férié légal, l'assemblée générale annuelle se tiendra le premier jour ouvrable qui suit.

D'autres assemblées des actionnaires pourront se tenir aux heures et lieux spécifiés dans les avis de convocation.

Les quorum et délais requis par la Loi régleront les avis de convocation et la conduite des assemblées des actionnaires de la Société, dans la mesure où il n'est pas autrement disposé dans les présents Statuts.

Toute action donne droit à une voix. Tout actionnaire pourra prendre part aux assemblées des actionnaires en désignant par écrit, par câble, télégramme, télex ou télécopie une autre personne comme son mandataire.

Dans la mesure où il n'en est pas autrement disposé par la Loi ou les Statuts, les décisions d'une assemblée des actionnaires dûment convoquée sont prises à la majorité des 2/3 des votes des actionnaires présents ou représentés.

Le conseil d'administration peut déterminer toutes autres conditions à remplir par les actionnaires pour prendre part à toute assemblée des actionnaires.

Si tous les actionnaires sont présents ou représentés lors d'une assemblée des actionnaires, et s'ils déclarent connaître l'ordre du jour, l'assemblée pourra se tenir sans avis de convocation préalables.

Les décisions prises lors de l'assemblée sont consignées dans un procès-verbal signé par les membres du bureau et par les actionnaires qui le demandent. Si la Société compte un actionnaire unique, ses décisions sont également écrites dans un procès verbal.

Tout actionnaire peut participer à une réunion de l'assemblée générale par visioconférence ou par des moyens de télécommunication permettant leur identification. Ces moyens doivent satisfaire à des caractéristiques techniques garantissant la participation effective à l'assemblée, dont les délibérations sont retransmises de façon continue. La participation à une réunion par ces moyens équivaut à une présence en personne à une telle réunion.

IV. Conseil d'administration

Art. 9. La Société sera administrée par un conseil d'administration composé de trois membres au moins, qui n'ont pas besoin d'être actionnaires de la Société. Toutefois, lorsque la Société est constituée par un actionnaire unique ou que, à une assemblée générale des actionnaires, il est constaté que celle-ci n'a plus qu'un actionnaire unique, la composition du conseil d'administration peut être limitée à un (1) membre jusqu'à l'assemblée générale ordinaire suivant la constatation de l'existence de plus d'un actionnaire.

Les administrateurs seront élus par l'assemblée générale des actionnaires qui fixe leur nombre, leurs émoluments et la durée de leur mandat. Les administrateurs sont élus pour un terme qui n'excédera pas six (6) ans, jusqu'à ce que leurs successeurs soient élus.

Les administrateurs seront élus à la majorité des 2/3 des votes des actionnaires présents ou représentés.

Tout administrateur pourra être révoqué avec ou sans motif à tout moment par décision de l'assemblée générale des actionnaires.

Au cas où le poste d'un administrateur devient vacant à la suite de décès, de démission ou autrement, cette vacance peut être temporairement comblée jusqu'à la prochaine assemblée générale, aux conditions prévues par la Loi.

Art. 10. Le conseil d'administration devra choisir en son sein un président et pourra également choisir parmi ses membres un vice-président. Il pourra également choisir un secrétaire qui n'a pas besoin d'être administrateur et qui sera en charge de la tenue des procès-verbaux des réunions du conseil d'administration et des assemblées générales des actionnaires.

Le conseil d'administration se réunira sur la convocation du président ou de deux administrateurs, au lieu indiqué dans l'avis de convocation.

Le président présidera toutes les assemblées générales des actionnaires et les réunions du conseil d'administration; en son absence l'assemblée générale ou le conseil d'administration pourra désigner à la majorité des personnes présentes à cette assemblée ou réunion un autre administrateur pour assumer la présidence pro tempore de ces assemblées ou réunions.

Avis écrit de toute réunion du conseil d'administration sera donné à tous les administrateurs au moins vingt-quatre heures avant la date prévue pour la réunion, sauf s'il y a urgence, auquel cas la nature et les motifs de cette urgence seront mentionnés dans l'avis de convocation. Il pourra être passé outre à cette convocation à la suite de l'assentiment de chaque administrateur par écrit ou par câble, télégramme, télex, télécopieur ou tout autre moyen de communication similaire.

Une convocation spéciale ne sera pas requise pour une réunion du conseil d'administration se tenant à une heure et un endroit déterminés dans une résolution préalablement adoptée par le conseil d'administration.

Tout administrateur pourra se faire représenter à toute réunion du conseil d'administration en désignant par écrit ou par câble, télégramme, télex ou téléfax un autre administrateur comme son mandataire.

Un administrateur peut représenter plusieurs de ses collègues.

Tout administrateur peut participer à une réunion du conseil d'administration par visioconférence ou par des moyens de télécommunication permettant son identification. Ces moyens doivent satisfaire à des caractéristiques techniques garantissant une participation effective à la réunion du conseil dont les délibérations sont retransmises de façon continue. La participation à une réunion par ces moyens équivaut à une présence en personne à une telle réunion. La réunion tenue par de tels moyens de communication à distance est réputée se tenir au siège de la Société.

Le conseil d'administration ne pourra délibérer ou agir valablement que si la moitié au moins des administrateurs est présente ou représentée à la réunion du conseil d'administration.

Les décisions sont prises à la majorité des voix des administrateurs présents ou représentés à cette réunion. En cas de partage des voix, le président du conseil d'administration aura une voix prépondérante.

Le conseil d'administration pourra, à l'unanimité, prendre des résolutions par voie circulaire en exprimant son approbation au moyen d'un ou de plusieurs écrits, par courrier ou par courrier électronique ou par télécopie ou par tout autre moyen de communication similaire, à confirmer le cas échéant par courrier, le tout ensemble constituant le procès-verbal faisant preuve de la décision intervenue.

Art. 11. Les procès-verbaux de toutes les réunions du conseil d'administration seront signés par le président ou, en son absence, par le vice-président, ou par deux administrateurs. Les copies ou extraits des procès-verbaux destinés à servir en justice ou ailleurs seront signés par le président ou par deux administrateurs. Lorsque le conseil d'administration est composé d'un seul membre, ce dernier signera.

Art. 12. Le conseil d'administration est investi des pouvoirs les plus larges de passer tous actes d'administration et de disposition dans l'intérêt de la Société.

Tous pouvoirs que la Loi ou ces Statuts ne réservent pas expressément à l'assemblée générale des actionnaires sont de la compétence du conseil d'administration.

Lorsque la Société compte un seul administrateur, il exerce les pouvoirs dévolus au conseil d'administration.

La gestion journalière de la Société ainsi que la représentation de la Société en ce qui concerne cette gestion pourront, conformément à l'article 60 de la Loi, être déléguées à un ou plusieurs administrateurs, directeurs, gérants et autres agents, associés ou non, agissant seuls ou conjointement. Leur nomination, leur révocation et leurs attributions seront réglées par une décision du conseil d'administration. La délégation à un membre du conseil d'administration impose au conseil l'obligation de rendre annuellement compte à l'assemblée générale ordinaire des traitements, émoluments et avantages quelconques alloués au délégué.

La Société peut également conférer tous mandats spéciaux par procuration authentique ou sous seing privé.

Art. 13. La Société sera engagée par la signature collective de deux (2) administrateurs ou la seule signature de toute (s) personne(s) à laquelle (auxquelles) pareils pouvoirs de signature auront été délégués par le conseil d'administration.

Lorsque le conseil d'administration est composé d'un (1) seul membre, la Société sera engagée par sa seule signature.

V. Surveillance de la société

Art. 14. Les opérations de la Société seront surveillées par un (1) ou plusieurs commissaires aux comptes qui n'ont pas besoin d'être actionnaire.

L'assemblée générale des actionnaires désignera les commissaires aux comptes et déterminera leur nombre, leurs rémunérations et la durée de leurs fonctions qui ne pourra excéder six (6) années.

VI. Exercice social - Bilan

Art. 15. L'exercice social commencera le premier janvier de chaque année et se terminera le trente et un décembre de la même année.

Art. 16. Sur le bénéfice annuel net de la Société il est prélevé cinq pour cent (5%) pour la formation du fonds de réserve légale; ce prélèvement cessera d'être obligatoire lorsque et tant que la réserve aura atteint dix pour cent (10%) du capital social, tel que prévu à l'article 5 de ces Statuts, ou tel qu'augmenté ou réduit en vertu de ce même article 5.

L'assemblée générale des actionnaires déterminera, sur proposition du conseil d'administration, de quelle façon il sera disposé du solde du bénéfice annuel net.

Des acomptes sur dividendes pourront être versés en conformité avec les conditions prévues par la Loi.

VII. Liquidation

Art. 17. En cas de dissolution de la Société, il sera procédé à la liquidation par les soins d'un ou de plusieurs liquidateurs (qui peuvent être des personnes physiques ou morales) nommés par l'assemblée générale des actionnaires qui déterminera leurs pouvoirs et leurs rémunérations.

VIII. Modification des statuts

Art. 18. Les Statuts pourront être modifiés par une assemblée générale des actionnaires statuant aux conditions de quorum et de majorité prévues par l'article 67-1 de la Loi.

IX. Dispositions finales - Loi applicable

Art. 19. Pour toutes les matières qui ne sont pas régies par les présents Statuts, les parties se réfèrent aux dispositions de la Loi.

Dispositions transitoires

1. Le premier exercice social commence le jour de la constitution et se termine le 31 décembre 2010.
2. La première assemblée générale ordinaire annuelle se tiendra en 2011.
3. Exceptionnellement, le premier président et le premier délégué du conseil d'administration peuvent être nommés par une résolution de l'actionnaire unique.

Souscription et Libération

Les Statuts de la Société ayant été ainsi arrêtés, les cent (100) actions ont été souscrites par l'actionnaire unique Monsieur Pascal BRANDT, préqualifié et représenté comme dit ci-avant, et libérées entièrement par le souscripteur prêté moyennant un versement en numéraire, de sorte que la somme de trente et un mille euros (31.000,- EUR) se trouve dès à présent à la libre disposition de la Société, ainsi qu'il en a été justifié au notaire par une attestation bancaire, qui le constate expressément.

Déclaration

Le notaire instrumentaire déclare avoir vérifié l'existence des conditions énumérées à l'article 26 de la loi de 1915, telle que modifiée, et en confirme expressément l'accomplissement.

Résolutions prises par l'actionnaire unique

Le comparant pré-mentionné, représentant l'intégralité du capital social souscrit, a pris les résolutions suivantes en tant qu'actionnaire unique:

1. Le nombre des administrateurs est fixé à trois (3) et celui des commissaires aux comptes à un (1).
2. Sont appelés aux fonctions d'administrateurs:
 - a) Monsieur Pascal BRANDT, directeur de société, né à Villerupt (France), le 24 février 1962, demeurant à F-54190 Villerupt, 30, Rue Erckmann-Chatrian;
 - b) Madame Sophie MIEILLES, épouse DOS SANTOS OLIVEIRA, directeur administratif et financier, née à Avallon (France), le 20 novembre 1970, demeurant à F-57360 Malancourt-la-Montagne, 8, rue de la Fontaine;
 - c) Monsieur Christophe MIDY, gérant de sociétés, né à Thionville (France), le 22 mars 1974, demeurant à F-57300 Mondelange, 33, rue des Hirondelles.

Le mandat des trois administrateurs est exercé à titre gratuit.

3. Madame Denise THURILLAT, épouse SIMONS, assistante de direction, née à Mont-Saint-Martin (France), le 6 décembre 1956, demeurant à F-54860 Haucout-Moulaine, 23, rue de la Meurthe, est nommée aux fonctions de commissaire aux comptes de la Société.

Le mandat du commissaire aux comptes est exercé à titre gratuit.

4. Les mandats des administrateurs et du commissaire aux comptes expireront à l'assemblée générale annuelle de l'année 2015.
5. Le siège social de la Société sera établi à L-3737 Rumelange, 29, rue Henri Luck.
6. Faisant usage de la faculté offerte par le point 3) des dispositions transitoires, l'actionnaire unique nommé Monsieur Christophe MIDY, préqualifié, aux fonctions de président du conseil d'administration.

Frais

Le montant total des frais, dépenses, rémunérations ou charges, sous quelque forme que ce soit, qui incombent à la Société, ou qui sont mis à sa charge à raison du présent acte, est évalué approximativement à mille deux cent cinquante euros.

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

Et après lecture faite et interprétation donnée au mandataire du comparant, ès-qualité qu'il agit, connu du notaire par nom, prénom usuel, état et demeure, il a signé avec Nous notaire le présent acte.

Signé: DOSTERT-J. SECKLER

Enregistré à Grevenmacher, le 26 avril 2010. Relation: GRE/2010/1428. Reçu Soixante-quinze euros 75,-€

Le Receveur (signé): G. SCHLINK.

POUR EXPEDITION CONFORME, délivrée.

Junglinster, le 27 avril 2010.

Référence de publication: 2010059450/232.

(100058943) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 avril 2010.

Palaco S.A., Société Anonyme.

Siège social: L-2241 Luxembourg, 4, rue Tony Neuman.

R.C.S. Luxembourg B 98.301.

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.

Le Conseil d'Administration

Référence de publication: 2010058646/10.

(100058682) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Lari Invest S.A., Société Anonyme.

Siège social: L-2449 Luxembourg, 26, boulevard Royal.

R.C.S. Luxembourg B 147.589.

Au terme de la circulaire émise par le Conseil d'Administration de la société du 3 mai 2010, il a été décidé:

- De constater le décès de Monsieur Antonio MATTIELLO, Administrateur et Président du Conseil d'Administration de la société, décès survenu le 28 avril dernier.
- De coopter comme nouvel administrateur, avec effet immédiat, Madame Sandrine DURANTE, employée privée, demeurant professionnellement au 19-21, boulevard du Prince Henri, L - 1724 Luxembourg, comme nouvel administrateur de la société. L'Administrateur coopté termine le mandat de son prédécesseur qui expirera à l'Assemblée Générale Statutaire à tenir en 2010.
- D'attribuer à l'Administrateur, Madame Sandrine DURANTE, la signature de catégorie 'A'.
- De nommer Monsieur Menico MATTIELLO en qualité de Président du Conseil d'Administration.

LARI INVEST S.A.

Société Anonyme

Signature

Référence de publication: 2010054909/19.

(100069786) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 mai 2010.

Puritos S.A., Société Anonyme.

Siège social: L-1471 Luxembourg, 412F, route d'Esch.

R.C.S. Luxembourg B 150.436.

Extrait des résolutions prises par le conseil d'administration en date du 14 avril 2010

Il ressort des résolutions prises par le Conseil d'administration de la Société en date du 14 avril 2010 que:

- La démission de Monsieur Julien BELLONY en tant qu'Administrateur est actée avec effet au 14 avril 2010.
- La cooptation de Monsieur Pierre-Siffrein GUILLET, employé privé, né le 10 août 1977, à Carpentras (F), résidant professionnellement au 412F, route d'Esch, L-2086 Luxembourg, en tant qu'Administrateur. Son mandat prendra fin lors de l'assemblée générale statutaire de 2014.
- Madame Céline BONVALET, née le 7 mai 1972 à Evreux (F), demeurant professionnellement au 412F, route d'Esch, L-2086 Luxembourg est nommée président du conseil d'administration. Cette dernière assumera cette fonction jusqu'à l'assemblée générale statutaire de 2014.

POUR LA SOCIETE

Certifié sincère et conforme

S G G S.A.

412F, route d'Esch

L-2086 LUXEMBOURG

Signatures

Référence de publication: 2010059835/22.

(100059068) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 avril 2010.

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

Siège social: L-2449 Luxembourg, 47, boulevard Royal.

R.C.S. Luxembourg B 108.480.

Rectificatif des comptes annuels au 31 décembre 2009 déposés auprès du registre de Commerce et des Sociétés Luxembourg en date du 24 mars 2010 du sous la référence L100042340.04

Les comptes annuels au 31 décembre 2009 modifiés 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 21 avril 2010.

EEI Investments S.à r.l.

Représenté par: M. Julien FRANCOIS

Gérant

Référence de publication: 2010058613/17.

(100058816) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Luxcellence Management Company S.A., Société Anonyme.

Siège social: L-2520 Luxembourg, 5, allée Scheffer.

R.C.S. Luxembourg B 46.546.

Extrait des résolutions prises lors de l'Assemblée Générale Ordinaire du 15 avril 2010

En date du 15 avril 2010, l'Assemblée Générale Ordinaire a décidé:

- de renouveler les mandats de Monsieur Jean-Pierre Michalowski, de Monsieur Lucien Euler, de Monsieur Antoine Gilson de Rouvreur, de Monsieur Olivier Storme et de Monsieur Pascal Weynard en qualité d'Administrateurs pour une durée d'un an, jusqu'à la prochaine Assemblée Générale Ordinaire en 2011.

Luxembourg, le 23 Avril 2010.

Pour extrait sincère et conforme

Signatures

Le Conseil d'Administration

Référence de publication: 2010058726/16.

(100058966) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Compagnie Immobilière de l'Europe du Nord S.A., Société Anonyme.

Siège social: L-1510 Luxembourg, 38, avenue de la Faïencerie.

R.C.S. Luxembourg B 77.404.

Le bilan au 31 décembre 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 29 avril 2010.

Signature.

Référence de publication: 2010060123/10.

(100059702) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 avril 2010.

Saint Basle Management S.A., Société Anonyme.

Siège social: L-1510 Luxembourg, 38, avenue de la Faïencerie.

R.C.S. Luxembourg B 107.234.

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.

Luxembourg, le 29 avril 2010.

Signature.

Référence de publication: 2010060124/10.

(100059699) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 avril 2010.

DS Luxembourg S.A., Société Anonyme.

Siège social: L-5280 Sandweiler, Z.I. Rôlach.

R.C.S. Luxembourg B 136.727.

Extrait des résolutions de l'Assemblée Générale Extraordinaire

Procès-verbal de l'assemblée générale extraordinaire qui s'est déroulée au siège social de Sandweiler, le 15 avril 2010 à 11.00 heures.

Le conseil d'Administration a pris à l'unanimité des voix la résolution suivante:

Est nommée commissaire aux comptes jusqu'à l'issue de l'assemblée générale annuelle de l'année 2013 statuant sur les comptes de l'exercice social 2012:

la société à responsabilité limitée 'Bureau MODUGNO s.à r.l., avec siège social à L-3313 BERGEM, 130, Grand-Rue, inscrite au registre de commerce de Luxembourg, sous le numéro B 35889.

Et Lecture faite, le Conseil d'Administration a signé.

Mersch, le 15 avril 2010.

Signature

Le Conseil d'Administration

Référence de publication: 2010059844/19.

(100059366) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 avril 2010.

Hutchison Europe Telecommunications S.à r.l., Société à responsabilité limitée.

Siège social: L-1728 Luxembourg, 7, rue du Marché-aux-Herbes.

R.C.S. Luxembourg B 74.649.

Les informations suivantes sont à corriger auprès du Registre de Commerce et des Sociétés Luxembourg:

1) Les coordonnées du gérant, M. Richard Chan, sont les suivantes:

Nom: Chan

Prénom(s): Richard Waichi

Adresse privée: Apartment 14; 41, rue Siggy vu Letzebuerg; L-1933 Luxembourg

2) Les coordonnées du gérant, Mme. Susan Chow, sont les suivantes:

Nom: Chow

Prénom(s): Susan

Adresse privée: 9A Po Garden; 9, Brewin Path; Mid-Levels; Hong Kong

3) Les coordonnées du gérant, M. Christian Salbaing, sont les suivantes:

Nom: Salbaing

Prénom(s): Christian

Adresse professionnelle: 3^e étage; 7, rue du Marché-aux-Herbes; L-1728 Luxembourg

4) Les coordonnées du gérant, M. Kevin Russell, sont les suivantes:

Nom: Russell

Prénom(s): Kevin

Adresse privée: 1, The Pleasaunce; Beaumont Rise; SL7 1EF;

Marlow; Buckinghamshire; United Kingdom

5) Les coordonnées du gérant, M. Victor Tzar Kuoi Li, sont les suivantes:

Nom: Li

Prénom(s): Victor Tzar Kuoi

Adresse privée: 2, Shouson Hill Drive via 22 Shouson Hill R; Hong Kong

Luxembourg, le 28 avril 2010.

Signature.

Référence de publication: 2010058733/30.

(100058564) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Shire Holdings Europe No.2 S.à r.l., Société à responsabilité limitée.

Capital social: USD 1.252.139.382,00.

Siège social: L-2557 Luxembourg, 7A, rue Robert Stümper.

R.C.S. Luxembourg B 138.468.

Les comptes annuels pour la période du 4 juin 2008 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.

Luxembourg, le 20 avril 2010.

Référence de publication: 2010058718/12.

(100058444) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2010.

Brandlen Finance S.A., Société Anonyme.

Siège social: L-1855 Luxembourg, 46A, avenue J.F. Kennedy.

R.C.S. Luxembourg B 149.037.

In the year two thousand and ten, on the eighth day of April.

Before Maître Edouard Delosch, notary, residing in Rambrouch, Grand Duchy of Luxembourg.

Was held an extraordinary general meeting of the shareholders of Brandlen Finance S.A., a société anonyme governed by the laws of Luxembourg, with registered office at 46A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg (the "Company"), incorporated following a deed of Maître Martine Schaeffer, notary residing in Luxembourg of 28 October 2009, published in the Mémorial C, n° 2276 of 20 November 2009, page 1092014, and registered with the Luxembourg Register of Commerce and Companies at Section B, under the number 149037. The articles of incorporation have not been amended since the incorporation.

The meeting is declared open at 11.00 p.m. with Maître Marc Loesch, lawyer, residing in Luxembourg, in the chair, who appointed as secretary Maître Senay Gurel, lawyer, residing in Luxembourg.

The meeting elected as scrutineer Maître Charles Monnier, lawyer, residing in Luxembourg.

The board of the meeting having thus been constituted, the chairman declared and requested the notary to state:

(i) That the agenda of the meeting is the following:

Agenda

1. To re-qualify the existing three million one hundred thousand (3,100,000) shares with a nominal value of one cent (EUR 0.01) each into three million one hundred thousand (3,100,000) class A ordinary shares with a nominal value of one cent (EUR 0.01) each, with the rights and obligations attached thereto following restatement of the articles of incorporation of the Company as referred to under the present agenda.

2. To create seven (7) new additional classes of shares, being the class B ordinary shares, the class C ordinary shares, the preference shares, the class A redeemable shares, the class B redeemable shares, the class C redeemable shares and the class D redeemable shares, with the rights and obligations attached thereto following restatement of the articles of incorporation of the Company as referred to under item 7 of the present agenda.

3. To increase the corporate capital by an amount of three thousand five hundred and seventy-eight point three six euro (EUR 3,578.36) so as to raise it from its present amount of thirty-one thousand euro (EUR 31,000.-) to thirty-four thousand five hundred and seventy-eight point three six euro (EUR 34,578.36).

4. To issue one hundred seventy-two thousand seven hundred and seventy-eight (172,778) new class B ordinary shares, one hundred seventy-two thousand seven hundred and seventy-eight (172,778) new class C ordinary shares, five hundred (500) new preference shares, one thousand seven hundred and eighty (1,780) new class A redeemable shares, eight thousand (8,000) new class B redeemable shares, one thousand five hundred (1,500) new class C redeemable shares and five hundred (500) new class D redeemable shares with a nominal value of one cent (EUR 0.01) each, with the rights and obligations attached thereto following restatement of the articles of incorporation of the Company as referred to under item 7 of the present agenda.

5. To cancel the preferred subscription right of the existing shareholders and accept subscription for the newly issued shares and their full payment by a contribution in cash.

6. To create an authorised capital in an amount of thirty six thousand, four hundred and six point one four euro (EUR 36,406.14) divided into: (i) three million one hundred and ten thousand (3,110,000) class A ordinary shares, (ii) one hundred and seventy two thousand seven hundred and seventy eight (172,778) class B ordinary shares, (iii) three hundred and forty-five thousand five hundred and fifty-six (345,556) class C ordinary shares (iv) five hundred (500) Preference Shares, (v) one thousand seven hundred and eighty (1,780) class A redeemable shares, (vi) eight thousand (8,000) class B redeemable shares, (vii) one thousand five hundred (1,500) class C redeemable shares and (viii) five hundred (500) class D redeemable shares, each authorised share having a nominal value of one cent (EUR 0.01) and to authorise and empower

the board of directors of the Company, during a period ending five (5) years after the date of publication in the Mémorial C, Recueil des Sociétés et Associations of the resolutions of the present extraordinary general meeting of shareholders to: (i) realise any increase of the issued capital in one or several successive tranches, following, as the case may be, the exercise of the subscription and/or conversion rights granted by the board of directors within the limits of the authorized capital under the terms and conditions of warrants (which may be separate or attached to shares, bonds, notes or similar instruments), convertible bonds, notes or similar instruments as from time to time issued by the Company, by the issuing of new shares, with or without share premium, against payment in cash or in kind, by conversion of claims on the Company or in any other manner, (ii) determine the place and date of the issue or successive issues, the issue price, the terms and conditions of the subscription of and paying up on the new shares, and (iii) remove or limit the preferential subscription right of the shareholders in case of issue of shares against payment in cash.

7. To fully restate the articles of incorporation of the Company, which, as well as reflecting the resolutions adopted pursuant to items 1 to 6 of the agenda of the meeting, shall also include adopting the following corporate object:

"The object of the Company is the acquisition, holding and disposal of interests in Luxembourg and/or in foreign companies and undertakings, as well as the administration, development and management of such interests.

The Company may provide loans and financing in any other kind or form or grant guarantees or security in any other kind or form, in favour of the companies and undertakings forming part of the Group.

The Company may borrow in any kind or form and issue bonds, notes or any other debt instruments as well as warrants or other share subscription rights.

The Company may also invest in real estate, in intellectual property rights or any other moveable or immovable assets in any kind or form.

In a general fashion, the Company may carry out any commercial, industrial or financial operation, which it may deem useful in the accomplishment and development of its purposes."

8. To increase the number of the directors of the Company and appoint new directors of the Company.

9. Miscellaneous.

(ii) That the shareholders present or represented, the proxies of the represented shareholders and the number of their shares are shown on an attendance-list; this attendance-list, signed by the shareholders, the proxies of the represented shareholders and by the board of the meeting, will remain annexed to the present deed to be filed at the same time with the registration authorities.

(iii) That the proxies of the represented shareholders, initialled "ne varietur" by the appearing parties will also remain annexed to the present deed.

(iv) That the whole corporate capital being present or represented at the present meeting and all the shareholders present or represented declaring that they have had due notice and got knowledge of the agenda prior to this meeting, no convening notices were necessary.

(v) That the present meeting, representing the whole corporate capital, is regularly constituted and may validly deliberate on all the items of the agenda.

Then the general meeting, after deliberation, took unanimously the following resolutions:

First resolution

The general meeting resolved to re-qualify the existing three million one hundred thousand (3,100,000) shares with a nominal value of one cent (EUR 0.01) each into three million one hundred thousand (3,100,000) class A ordinary shares with a nominal value of one cent (EUR 0.01) each, with the rights and obligations attached thereto following the proposed restatement of the articles of incorporation of the Company. Each existing share being replaced by one class A ordinary share.

Second resolution

The general meeting resolved to create seven (7) new additional classes of shares, being the class B ordinary shares, the class C ordinary shares, the preference shares, the class A redeemable shares, the class B redeemable shares, the class C redeemable shares and the class D redeemable shares, with the rights and obligations attached thereto following restatement of the articles of incorporation of the Company to be decided by the present meeting.

Third resolution

The general meeting resolved to increase the corporate capital by an amount of three thousand five hundred and seventy-eight point three six euro (EUR 3,578.36) so as to raise it from its present amount of thirty-one thousand euro (EUR 31,000.-) to thirty-four thousand five hundred and seventy-eight point three six euro (EUR 34,578.36) by the issue of one hundred seventy-two thousand seven hundred and seventy-eight (172,778) new class B ordinary shares, one hundred seventy-two thousand seven hundred and seventy-eight (172,778) new class C ordinary shares, five hundred (500) new preference shares, one thousand seven hundred and eighty (1,780) new class A redeemable shares, eight thousand (8,000) new class B redeemable shares, one thousand five hundred (1,500) new class C redeemable shares and five hundred (500) new class D redeemable shares with a nominal value of one cent (EUR 0.01) each, with the rights and obligations attached thereto following the proposed restatement of the articles of incorporation of the Company

Fourth resolution

The general meeting acknowledged the report prepared by the board of directors of the Company in accordance with article 32-3 of the law of 10 August, 1915 on commercial companies as amended, which will remain attached to the present minutes (the "Board Report") and resolved to cancel the preferred subscription right of the existing shareholders.

Subscription - Payment

1. Thereupon appeared Laser Investment Company 1 Limited, a company governed by English law, having its registered office at 1 Churchill Place, London, England, E14 5HP, registered under number 6952276 ("Laser 1"), prenamed, represented by Maître Marc Loesch, prenamed,

by virtue of a proxy given on 1 April 2010 in London, which proxy, signed by the proxy holder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

Laser 1 declared to subscribe for four hundred (400) new class B redeemable shares and ninety (90) class A redeemable shares, with a nominal value of one cent (EUR 0.01) each, with full payment of share premium in a total amount of four hundred and eighty-five euro and ten cents (EUR 485.10), and to fully pay in cash for these shares, together with the share premium.

2. Thereupon appeared Laser Investment Company 2 Limited, a company governed by English law, having its registered office at 1 Churchill Place, London, England, E14 5HP, registered under number 6952277 ("Laser 2"), prenamed, represented by Maître Marc Loesch, prenamed,

by virtue of a proxy given on 1 April 2010 in London, which proxy, signed by the proxyholder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

Laser 2 declared to subscribe for four hundred (400) new class B redeemable shares and ninety (90) class A redeemable shares, with a nominal value of one cent (EUR 0.01) each, with full payment of share premium in a total amount of four hundred and eighty-five euro and ten cents (EUR 485.10), and to fully pay in cash for these shares, together with the share premium.

3. Thereupon appeared Blue Ridge Investments LLC, a company governed by the laws of the state of Delaware, having its registered office at Corporation Trust Center, 1209 Orange Street, Wilmington, County of New Castle, 19801, Delaware, United States of America, represented by Maître Marc Loesch, prenamed, by virtue of a proxy given on 1 April 2010 in Charlotte, NC, USA, which proxy, signed by the proxyholder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

Blue Ridge declared to subscribe for eight hundred (800) new class B redeemable shares and one hundred and eighty (180) class A redeemable shares, with a nominal value of one cent (EUR 0.01) each, with full payment of share premium in a total amount of nine hundred and seventy euro and twenty cents (EUR 970.20), and to fully pay in cash for these shares, together with the share premium.

4. Thereupon appeared Tension Holding S.A., a société anonyme incorporated in Luxembourg with registered office at 20, Avenue Monterey, L-2163 Luxembourg and registered with the Luxembourg Register of Trade and Companies under number B 109.149 ("Tension"), represented by Maître Julia Holm-Hadulla, lawyer, residing in Luxembourg,

by virtue of a proxy given on 8 April 2010 in Luxembourg, which proxy, signed by the proxyholder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

Tension declared to subscribe for one hundred seventy-two thousand seven hundred and seventy-eight (172,778) new class B ordinary shares and five hundred (500) new preference shares with a nominal value of one cent (EUR 0.01) each, with full payment of share premium in a total amount of four hundred and ninety-five euro (EUR 495.-) in respect of the new preference shares, and to fully pay in cash for these shares, together with the share premium.

5. Thereupon appeared Nick Moses, residing at The Haven, Mappleton, Ashbourne, DE6 2AB, United Kingdom, represented by Maître Marc Loesch, prenamed,

by virtue of a proxy given on 25 March 2010, in Sydney, which proxy, signed by the proxyholder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

Nick Moses declared to subscribe for eighty-six thousand three hundred and eighty-nine (86,389) class C ordinary shares, seven hundred and fifty (750) new class C redeemable shares and two hundred and fifty (250) new class D redeemable shares with a nominal value of one cent (EUR 0.01) each, with full payment of an aggregate share premium in respect of the new class C redeemable shares and the new class D redeemable shares, in a total amount of nine hundred and ninety euro (EUR 990.-) and to fully pay in cash for these shares, together with the share premium.

6. Thereupon appeared Alain Bate, residing at Kingsdown, Castle Hill, Farnham, Surrey, GU9 0AD, United Kingdom, represented by Maître Marc Loesch, prenamed,

by virtue of a proxy given on 29 March 2010, in Farnham, UK, which proxy, signed by the proxyholder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

Alain Bate declared to subscribe for eighty-six thousand three hundred and eighty-nine (86,389) class C ordinary shares, seven hundred and fifty (750) new class C redeemable shares and two hundred and fifty (250) new class D redeemable shares with a nominal value of one cent (EUR 0.01) each, with full payment of an aggregate share premium in respect of

the new class C redeemable shares and the new class D redeemable shares, in a total amount of nine hundred and ninety euro (EUR 990.-) and to fully pay in cash for these shares, together with the share premium.

7. Thereupon appeared Scott Thorn-Davis, residing at The Boundary, Studridge Lane, Speen, Bucks, HP27 OSA, United Kingdom, represented by Maître Marc Loesch, prenamed,

by virtue of a proxy given on 23 March 2010, in Munich, which proxy, signed by the proxy holder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

Scott Thorn-Davis declared to subscribe for four hundred (400) new class B redeemable shares with a nominal value of one cent (EUR 0.01) each, with full payment of share premium in a total amount of three hundred and ninety-six euro (EUR 396.-) and to fully pay in cash for these shares, together with the share premium.

8. Thereupon appeared Alan Henderson, residing at 11369 Silent Rain Dr., South Jordan, UT 84095, United States of America, represented by Maître Marc Loesch, prenamed,

by virtue of a proxy given on 30 mars 2010, in Salt Lake City, UT, USA, which proxy, signed by the proxyholder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

Alan Henderson declared to subscribe for three hundred and sixty (360) new class A redeemable shares and nine hundred and sixty (960) new class B redeemable shares with a nominal value of one cent (EUR 0.01) each, with full payment of share premium in a total amount of one thousand three hundred six euro and eighty cents (EUR 1,306.80) and to fully pay in cash for these shares, together with the share premium.

9. Thereupon appeared Kerry Allen, residing at 13804 Sharp Drive, Plainfield, IL 60544, United States of America, represented by Maître Marc Loesch, prenamed,

by virtue of a proxy given on 23 March 2010, in Bolingbrook, IL, USA, which proxy, signed by the proxyholder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

Kerry Allen declared to subscribe for one hundred and twenty (120) new class A redeemable shares and six hundred (600) new class B redeemable shares with a nominal value of one cent (EUR 0.01) each, with full payment of share premium in a total amount of seven hundred and twelve euro and eighty cents (EUR 712.80) and to fully pay in cash for these shares, together with the share premium.

10. Thereupon appeared James Sullivan, residing at 5 Celestial Terrace, Greencastle, PA 17225, United States of America, represented by Maître Marc Loesch, prenamed,

by virtue of a proxy given on 24 March 2010, in Martinsburg WV, USA, which proxy, signed by the proxyholder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

James Sullivan declared to subscribe for seventy-five (75) new class A redeemable shares and three hundred and twenty (320) new class B redeemable shares with a nominal value of one cent (EUR 0.01) each, with full payment of share premium in a total amount of three hundred ninety-one euro and five cents (EUR 391.05) and to fully pay in cash for these shares, together with the share premium.

11. Thereupon appeared Lynn Muir, residing at 1201 W. Creek Ridge Dr., South Jordan, UT 84095, United States of America, represented by Maître Marc Loesch, prenamed,

by virtue of a proxy given on 25 March 2010, in Salt Lake City, UT, USA, which proxy, signed by the proxyholder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

Lynn Muir declared to subscribe for one hundred and sixty (160) new class B redeemable shares with a nominal value of one cent (EUR 0.01) each, with full payment of share premium in a total amount of one hundred fifty-eight euro and forty cents (EUR 158.40) and to fully pay in cash for these shares, together with the share premium.

12. Thereupon appeared Torsten Rheinhardt, residing at 205 Meadowview Lane, Aurora, IL 60502, United States of America, represented by Maître Marc Loesch, prenamed,

by virtue of a proxy given on 23 March 2010, in Aurora, IL, which proxy, signed by the proxyholder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

Torsten Rheinhardt declared to subscribe for sixty (60) new class A redeemable shares and one hundred and sixty (160) new class B redeemable shares with a nominal value of one cent (EUR 0.01) each, with full payment of share premium in a total amount of two hundred and seventeen euro and eighty cents (EUR 217.80) and to fully pay in cash for these shares, together with the share premium.

13. Thereupon appeared Mark Milici, residing at 4930 Julie Ct., Doylestown, PA 18902, United States of America, represented by Maître Marc Loesch, prenamed,

by virtue of a proxy given on 30 March 2010, in Doylestown, PA, which proxy, signed by the proxyholder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

Mark Milici declared to subscribe for forty-five (45) new class A redeemable shares and one hundred and sixty (160) new class B redeemable shares with a nominal value of one cent (EUR 0.01) each, with full payment of share premium in a total amount of two hundred two euro and ninety-five cents (EUR 202.95) and to fully pay in cash for these shares, together with the share premium.

14. Thereupon appeared Peter Mossmann, residing at Schneebacher Weg 22, 42699 Solingen, Germany, represented by Maître Marc Loesch, prenamed,

by virtue of a proxy given on 31st March 2010, in Solingen, which proxy, signed by the proxyholder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

Peter Mossmann declared to subscribe for one hundred and eighty (180) new class A redeemable shares and three hundred and twenty (320) new class B redeemable shares with a nominal value of one cent (EUR 0.01) each, with full payment of share premium in a total amount of four hundred and ninety-five euro (EUR 495.-) and to fully pay in cash for these shares, together with the share premium.

15. Thereupon appeared Hans Wlodkowski, residing at Reisachstr. 3, 81545 München, Germany, represented by Maître Marc Loesch, prenamed,

by virtue of a proxy given on 24 March 2010, in Munich, which proxy, signed by the proxyholder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

Hans Wlodkowski declared to subscribe for four hundred (400) new class B redeemable shares with a nominal value of one cent (EUR 0.01) each, with full payment of share premium in a total amount of three hundred and ninety-six euro (EUR 396.-) and to fully pay in cash for these shares, together with the share premium.

16. Thereupon appeared Bjoern Reif Lemke, residing at Fliederweg 1, 81545 München, Germany, represented by Maître Marc Loesch, prenamed,

by virtue of a proxy given on 29 March 2010, in Munich, which proxy, signed by the proxyholder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

Bjoern Reif Lemke declared to subscribe for one hundred and twenty (120) new class A redeemable shares and three hundred and twenty (320) new class B redeemable shares with a nominal value of one cent (EUR 0.01) each, with full payment of share premium in a total amount of four hundred and thirty-five euro and sixty cents (EUR 435.60) and to fully pay in cash for these shares, together with the share premium.

17. Thereupon appeared Christian Glaeser, residing at Maxlrainstr. 6, 81541 München, Germany, represented by Maître Marc Loesch, prenamed,

by virtue of a proxy given on 29 March 2010, in Munich, which proxy, signed by the proxyholder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

Christian Glaeser declared to subscribe for three hundred and twenty (320) new class B redeemable shares with a nominal value of one cent (EUR 0.01) each, with full payment of share premium in a total amount of three hundred sixteen euro and eighty cents (EUR 316.80) and to fully pay in cash for these shares, together with the share premium.

18. Thereupon appeared Andrik Fuellberg, residing at 93 Huntingfield Road, London, SW15 5EA, United Kingdom, represented by Maître Marc Loesch, prenamed,

by virtue of a proxy given on 23 March 2010, in Munich, which proxy, signed by the proxyholder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

Andrik Fuellberg declared to subscribe for seventy (70) new class A redeemable shares and three hundred and twenty (320) new class B redeemable shares with a nominal value of one cent (EUR 0.01) each, with full payment of share premium in a total amount of three hundred and eighty-six euro and ten cents (EUR .386.10) and to fully pay in cash for these shares, together with the share premium.

19. Thereupon appeared Lars Hoppe, residing at Mangfallstr. 4, 81547 München, Germany, represented by Maître Marc Loesch, prenamed,

by virtue of a proxy given on 30 March 2010, which proxy, signed by the proxyholder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

Lars Hoppe declared to subscribe for one hundred and sixty (160) new class B redeemable shares with a nominal value of one cent (EUR 0.01) each, with full payment of share premium in a total amount of one hundred fifty-eight euro and forty cents (EUR 158.40) and to fully pay in cash for these shares, together with the share premium.

20. Thereupon appeared Peterpaula Pty Ltd, a limited liability company incorporated in Australia, whose business address is at 56 Rosemary Row, Rathmines, NSW 2283, Australia ("Peterpaula Pty Ltd"), represented by Maître Marc Loesch, prenamed,

by virtue of a proxy given on 1st April 2010, in Newcastle, which proxy, signed by the proxyholder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

Peterpaula Pty Ltd declared to subscribe for one hundred and eighty (180) new class A redeemable shares and three hundred and twenty (320) new class B redeemable shares with a nominal value of one cent (EUR 0.01) each, with full payment of share premium in a total amount of four hundred and ninety-five euro (EUR 495.-) and to fully pay in cash for these shares, together with the share premium.

21. Thereupon appeared Derek Hird, residing at 60 Addison Road, New Lambton, NSW 2305, Australia, represented by Maître Marc Loesch, prenamed,

by virtue of a proxy given on 31 March 2010, in Bennetts Green, which proxy, signed by the proxyholder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

Derek Hird declared to subscribe for one hundred and eighty (180) new class A redeemable shares and six hundred (600) new class B redeemable shares with a nominal value of one cent (EUR 0.01) each, with full payment of share premium

in a total amount of seven hundred and seventy-two euro and twenty cents (EUR 772.20) and to fully pay in cash for these shares, together with the share premium.

22. Thereupon appeared Robertrobyn Pty Ltd, a limited liability company incorporated in Australia, whose business address is at 23 Dirkala Close, Belmont North, NSW 2280, Australia ("Robertrobyn Pty Ltd"), represented by Maître Marc Loesch, prenamed,

by virtue of a proxy given on 1st April 2010, in Bennetts Green, which proxy, signed by the proxy holder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

Robertrobyn Pty Ltd declared to subscribe for thirty (30) new class A redeemable shares and one hundred and sixty (160) new class B redeemable shares with a nominal value of one cent (EUR 0.01) each, with full payment of share premium in a total amount of one hundred and eighty-eight euro and ten cents (EUR 188.10) and to fully pay in cash for these shares, together with the share premium.

23. Thereupon appeared Franz Walchshofer, residing at Avd Carolina Rabat 912, Apartment 42, St.Maria, Vitacura, Santiago, Chile, represented by Maître Marc Loesch, prenamed, by virtue of a proxy given on 29 mars 2010, in Santiago, which proxy, signed by the proxy holder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

Franz Walchshofer declared to subscribe for three hundred and twenty (320) new class B redeemable shares with a nominal value of one cent (EUR 0.01) each, with full payment of share premium in a total amount of three hundred and sixteen euro and eighty cents (EUR 316.80) and to fully pay in cash for these shares, together with the share premium.

24. Thereupon appeared Jacques Le Bruchec, residing at 1 rue Paul Couderc, 92330 Sceaux, France, represented by Maître Marc Loesch, prenamed,

by virtue of a proxy given on 28 March 2010, in Sceaux, which proxy, signed by the proxy holder, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed.

Jacques Le Bruchec declared to subscribe for four hundred (400) class B redeemable shares with a nominal value of one cent (EUR 0.01) each, with full payment of share premium in a total amount of three hundred ninety-six euro (EUR 396.-) and to fully pay in cash for these shares, together with the share premium.

The amount of fifteen thousand seven hundred and thirty-five euro and fifty-six cents (EUR 15,735.56) was thus as from that moment at the disposal of the Company, evidence thereof having been submitted to the undersigned notary.

The general meeting of shareholders resolved to accept the said subscriptions and payment including the share premium by the subscribers and to allot the new shares according to such subscriptions.

Fifth resolution

The general meeting of shareholders acknowledged the Board Report.

The general meeting of shareholders further resolved to create an authorised capital in an amount of thirty six thousand, four hundred and six point one four euro (EUR 36,406.14) divided into: (i) three million one hundred and ten thousand (3,110,000) class A ordinary shares, (ii) one hundred and seventy two thousand seven hundred and seventy eight (172,778) class B ordinary shares, (iii) three hundred and forty-five thousand five hundred and fifty-six (345,556) class C ordinary shares (iv) five hundred (500) Preference Shares, (v) one thousand seven hundred and eighty (1,780) class A redeemable shares, (vi) eight thousand (8,000) class B redeemable shares, (vii) one thousand five hundred (1,500) class C redeemable shares and (viii) five hundred (500) class D redeemable shares, each authorised share having a nominal value of one cent (EUR 0.01) and to authorise and empower the board of directors of the Company, during a period ending five (5) years after the date of publication in the *Mémorial C, Recueil des Sociétés et Associations* of the resolutions of the present extraordinary general meeting of shareholders to: (i) realise any increase of the issued capital in one or several successive tranches, following, as the case may be, the exercise of the subscription and/or conversion rights granted by the board of directors within the limits of the authorized capital under the terms and conditions of warrants (which may be separate or attached to shares, bonds, notes or similar instruments), convertible bonds, notes or similar instruments as from time to time issued by the Company, by the issuing of new shares, with or without share premium, against payment in cash or in kind, by conversion of claims on the Company or in any other manner, (ii) determine the place and date of the issue or successive issues, the issue price, the terms and conditions of the subscription of and paying up on the new shares, and (in) remove or limit the preferential subscription right of the shareholders in case of issue of shares against payment in cash.

Sixth resolution

The general meeting of shareholders resolved to fully restate the articles of incorporation of the Company in order to inter alia reflect the above resolutions and to further authorise the granting and acceptance of pledges to the Company over any shares of the Company as further outlined in the restated Article 8 of the articles of incorporation of the Company.

As a consequence the articles of incorporation of the Company shall from now on read as follows:

Chapter I. Form, Name, Registered office, Object, Duration

1. Form, Name. There is hereby established a société anonyme (the "Company") governed by the laws of the Grand Duchy of Luxembourg (the "Laws") and by the present articles of incorporation (the "Articles of Incorporation").

The Company may be composed of one single shareholder, owner of all the shares, or several shareholders.

The Company will exist under the name of "Brandlen Finance S.A."

2. Registered Office. The Company will have its registered office in the City of Luxembourg.

The registered office may be transferred to any other place within the City of Luxembourg by a resolution of the Board of Directors.

Subject to the requirement that the main seat of the Board of Directors is always in the Grand Duchy of Luxembourg, branches or other offices may be established either in the Grand Duchy of Luxembourg or abroad by resolution of the Board of Directors.

In the event that, in the view of the Board of Directors, extraordinary political, economic or social developments occur or are imminent that would interfere with the normal activities of the Company at its registered office or with the ease of communications with such office or between such office and persons abroad, the Company may temporarily transfer the registered office abroad, until the complete cessation of these abnormal circumstances. Such temporary measures will have no effect on the nationality of the Company, which, notwithstanding the temporary transfer of the registered office, will remain a company governed by the Laws. Such temporary measures will be taken and notified to any interested parties by the Board of Directors.

3. Object. The object of the Company is the acquisition, holding and disposal of interests in Luxembourg and/or in foreign companies and undertakings, as well as the administration, development and management of such interests.

The Company may provide loans and financing in any other kind or form or grant guarantees or security in any other kind or form, in favour of the companies and undertakings forming part of the Group.

The Company may borrow in any kind or form and issue bonds, notes or any other debt instruments as well as warrants or other share subscription rights.

The Company may also invest in real estate, in intellectual property rights or any other moveable or immovable assets in any kind or form.

In a general fashion, the Company may carry out any commercial, industrial or financial operation, which it may deem useful in the accomplishment and development of its purposes.

4. Duration. The Company is formed for an unlimited duration.

The Company may be dissolved at any time by a resolution of the general meeting of shareholders, voting with the quorum and majority rules set by the Articles of Incorporation for any amendment of the Articles of Incorporation, without prejudice to any mandatory provisions of the Laws.

Chapter II. Capital, Shares

5. Issued Capital. The issued capital of the Company is set at thirty-four thousand five hundred and seventy-eight point thirty-six euro (€34,578.36) divided into:

- (i) three million one hundred thousand (3,100,000) class A ordinary shares (the "Class A Ordinary Shares"),
- (ii) one hundred and seventy two thousand seven hundred and seventy eight (172,778) class B ordinary shares (the "Class B Ordinary Shares"),
- (iii) one hundred and seventy two thousand seven hundred and seventy eight (172,778) class C ordinary shares (the "Class C Ordinary Shares"),
- (iv) five hundred (500) preference shares (the "Preference Shares"),
- (v) one thousand seven hundred and eighty (1,780) class A redeemable shares (the "Class A Redeemable Shares"),
- (vi) eight thousand (8,000) class B redeemable shares (the "Class B Redeemable Shares"),
- (vii) one thousand five hundred (1,500) class C redeemable shares (the "Class C Redeemable Shares"),
- (viii) five hundred (500) class D redeemable shares (the "Class D Redeemable Shares"),

with a nominal value of zero point zero one euro each (€0.01), all of which are fully paid up. The Class A Ordinary Shares, the Class B Ordinary Shares and the Class C Ordinary Shares are together referred as the "Ordinary Shares".

The Class A Redeemable Shares, the Class B Redeemable Shares, the Class C Redeemable Shares and the Class D Redeemable Shares are together referred as the "Redeemable Shares".

Any of the Ordinary Shares, the Redeemable Shares and the Preference Shares may individually be referred to as a "Share", and together as the "Shares".

The holders of Shares are individually referred to as a "Shareholder" and together as the "Shareholders".

The rights and obligations attached to the Shares shall be identical except to the extent otherwise provided by the Articles of Incorporation or by the Laws.

In addition to the issued capital, there may be set up a premium account to which any premium paid on any Share in addition to its nominal value is transferred. The amount of the premium account may be used to provide for the payment of any Shares which the Company may repurchase from its Shareholder(s), to offset any net realised losses, to make distributions to the Shareholder(s) in the form of a dividend or to allocate funds to the legal reserve.

6. Shares. Each Share entitles the holder thereof to one vote.

The Shares will be in the form of registered shares.

Each Share is indivisible as far as the Company is concerned.

The co proprietors, the usufructuaries, the creditors and debtors of pledged Shares must be represented towards the Company by a common representative, whether appointed amongst them or not.

A Shareholders' register and any minutes and resolutions of the Company will be kept at the registered office. The Shareholders' register will contain the precise designation of each Shareholder and the indication of the number and class of Shares held, the indication of the payments made on the Shares as well as the transfers of Shares and the dates thereof. Each Shareholder will notify its address and any change thereof to the Company by registered letter. The Company will be entitled to rely for any purposes whatsoever on the last address thus communicated. Ownership of the registered Shares will result from the recordings in the Shareholders' register. Certificates reflecting the recordings in the Shareholders' register may be delivered to the Shareholders upon their request. The Company may issue multiple registered Share certificates.

Ownership of a Share carries implicit acceptance of the Articles of Incorporation and of the resolutions validly adopted by the general meeting of shareholders.

7. Authorised Capital, Increase and Reduction of Capital. The authorised capital of the Company is set at thirty six thousand, four hundred and six euro and fourteen cents (EUR 36,406.14) divided into:

- (i) three million one hundred and ten thousand (3,110,000) Class A Ordinary Shares,
- (ii) one hundred and seventy two thousand seven hundred and seventy eight (172,778) Class B Ordinary Shares,
- (iii) three hundred and forty-five thousand five hundred and fifty-six (345,556) Class C Ordinary Shares,
- (iv) five hundred (500) Preference Shares,
- (v) one thousand, seven hundred and eighty (1,780) Class A Redeemable Shares,
- (vi) eight thousand (8,000) Class B Redeemable Shares,
- (vii) one thousand, five hundred (1,500) Class C Redeemable Shares,
- (viii) five hundred (500) Class D Redeemable Shares.

Each authorised share has a nominal value of zero point zero one euro (€0.01).

The Board of Directors is authorised and empowered, within the limits of the authorised capital, to (i) realise any increase of the issued capital in one or several successive tranches, following, as the case may be, the exercise of the subscription and/or conversion rights granted by the Board of Directors within the limits of the authorised capital under the terms and conditions of warrants (which may be separate or attached to shares, bonds, notes or similar instruments), convertible bonds, notes or similar instruments as from time to time issued by the Company, by the issuing of new shares, with or without share premium, against payment in cash or in kind, by conversion of claims on the Company or in any other manner; (ii) determine the place and date of the issue or successive issues, the issue price, the terms and conditions of the subscription of and paying up on the new shares; and (iii) remove or limit the preferential subscription right of the shareholders in case of issue of shares against payment in cash. This authorisation is valid during a period ending five (5) years after the date of publication of the notarial deed recording the shareholders meeting creating the authorised capital in the *Mémorial C, Recueil des Sociétés et Associations* and it may be renewed by a resolution of the general meeting of shareholders adopted in compliance with the quorum and majority rules set by the Articles of Incorporation or, as the case may be, by the Laws for any amendment of the Articles of Incorporation.

The Board of Directors may delegate to any duly authorised person the duties of accepting subscriptions and receiving payment for shares representing part or all of the issue of new shares under the authorised capital.

Following each increase of the issued capital within the limits of the authorised capital, realized and duly stated in the form provided for by the Laws, Article 5 will be modified so as to reflect the actual capital increase. Such modification will be recorded in a notarial deed upon the instructions of the Board of Directors or of any person duly authorised and empowered by the Board of Directors for this purpose.

The issued and/or authorised capital of the Company may be increased or reduced one or several times by a resolution of the general meeting of Shareholders adopted in compliance with the quorum and majority rules set by the Articles of Incorporation or, as the case may be, by the Laws for any amendment of the Articles of Incorporation.

Shares to be subscribed in cash shall be offered on a pre-emptive basis to shareholders in proportion of the capital represented by their shares in accordance with the law, except that such provision shall not apply in relation to shares having different rights to participate in distribution or in the assets in the event of liquidation (including any new Redeemable Shares or Preference Shares).

Where the capital of the Company is increased by the issue of new Ordinary Shares, the pre-emptive right of the holders of other Shares may not be exercised until after that right has been exercised by the holders of Ordinary Shares.

The Board of Directors shall determine the period within which the preferred subscription right shall be exercised. This period may not be less than thirty (30) days.

Notwithstanding the above, the general meeting of shareholders, voting in compliance with the quorum and majority rules set by the Articles of Incorporation or, as the case may be, by the Laws for any amendment of the Articles of Incorporation may limit or withdraw the preferential subscription right.

8. Acquisition of own shares and Redemption of shares. The Company may acquire its own Shares. The acquisition and holding of its own Shares will be in compliance with the conditions and limits established by the Laws and by the Articles of Incorporation and in due consideration of any shareholder agreement entered into between the Shareholders of the Company from time to time and to which the Company is a party.

The Company shall, subject to the limitations set forth by the Laws and by the Articles of Incorporation and taking into consideration any shareholders agreement to which the Company may be a party from time to time, redeem all the Class A Redeemable Shares, Class B Redeemable Shares, Class C Redeemable Shares and/or Class D Redeemable Shares in accordance with the provisions set out below. If the Company is required to redeem any Redeemable Shares and is unable to do so because of restrictions contained in the Laws, it shall, taking into consideration any shareholders agreement to which the Company may be a party from time to time, redeem such Redeemable Shares as soon as it is able to do so in compliance with the Laws. In addition, if unable to redeem such Shares, the Company shall use all reasonable endeavours to identify a person (approved by Board Super Majority) to whom the Redeemable Shareholders shall be entitled to put their Redeemable Shares. Such sale shall occur at a cash price equal to the amount that would have been due on due redemption of such Redeemable Shares, had it occurred, but provided always that such cash price may be reduced by virtue of the operation of the provisions of any shareholders agreement to which the Company is a party, in respect of any Redeemable Shareholder to whom any such provision applies.

The Company shall be allowed, for a renewable period of five (5) years as from the date of restatement of the present Articles of Incorporation, to accept pledges over any of its own shares and to secure any transfer obligation included in any shareholders' agreement to which the Company may be party. Acquisition to be made pursuant to such pledges shall be made for a value per share between once cent (€0.01) and ten thousand euro (€10,000.-) and shall concern a maximum of three hundred thousand (300,000) shares issued from time to time by the Company.

Notwithstanding any other provisions of this Article 8, at any time the Company and any holder of Redeemable Shares may agree that such holder's Redeemable Shares shall not be redeemed or be redeemed at their nominal value.

When entitled to do so the Company may, or when required to do so the Company shall, call for redemption, in whole or in part, of the relevant Redeemable Shares by notice sent by registered mail at the address which appears in the register of Shareholders of the Company stating:

- (i) the date of the redemption;
- (ii) the number of Shares called for redemption;
- (iii) the redemption price; and
- (iv) the method of payment of the redemption price.

8.1 Class A Redeemable Shares

The Company shall redeem all and not some only of the Class A Redeemable Shares on the A Redemption Date at the A Redemption Amount.

8.2 Class B Redeemable Shares

The Company shall redeem all and not some only of the Class B Redeemable Shares on the B Redemption Date at the B Redemption Amount.

8.3 Class C Redeemable Shares

The Company shall redeem all and not some only of the Class C Redeemable Shares on the C Redemption Date at the C Redemption Amount.

8.4 Class D Redeemable Shares

The Company shall redeem all and not some only of the Class D Redeemable Shares on the D Redemption Date at the D Redemption Amount.

8.5 Redemption Hurdle Adjustment

Each of:

- (i) the EBITDA Threshold;
- (ii) the EBITDA Super Threshold;
- (iii) the amounts set out in the Table in Article 37 in respect of Cumulative Target EBITDA; and
- (iv) the amounts set out in the Table in Article 37 in respect of Final Year Target EBITDA

shall automatically be adjusted upwards (in the case of Excess Capex or an Acquisition) or downwards (in the case of a Disposal) following approval by the Board of Directors of such Excess Capex or the completion of such Acquisition or

Disposal, in each case by an amount equal to the EBITDA Profile of the relevant Excess Capex, Acquisition or Disposal set out in the proposal approved by the Board of Directors.

Each of:

- (i) the Enterprise Value Threshold; and
- (ii) the Enterprise Value Super Threshold,

shall automatically be adjusted upwards in the case of a Funding Increase or downwards in the case of a Funding Decrease, in each case by an amount equal to such Funding Increase or Funding Decrease, upon the earlier of (i) the legal obligation to pay such Funding Increase or Funding Decrease arising, and (ii) the payment to or by the Group (as the case may be) of such Funding Increase or Funding Decrease.

9. Transfer of Shares. Any transfer of registered Shares will be registered in the Shareholders' register by a declaration of transfer entered into the Shareholders' register, dated and signed by the transferor and the transferee or by their representative(s) as well as in accordance with the rules on the transfer of claims laid down in article 1690 of the Luxembourg Civil Code. Furthermore, the Company may accept and enter into the Shareholders' register any transfer referred to in any correspondence or other document recording the consent of the transferor and the transferee.

Additional terms and conditions to those expressly stated in the Articles of Incorporation may be agreed in writing by the Shareholders in a shareholders agreement as regards the transfer of Shares (or interests in such Shares), such as, without limitation, any permitted transfer to which the tag along and drag along transfer provisions in these Articles shall not apply. Transfers of Shares must be made in compliance with any such additional terms and conditions. The Company is entitled to refuse to register any transfer of Shares unless transferred in accordance with the Articles of Incorporation and in accordance with the terms and conditions of any shareholders agreement (as from time to time in effect) to which the Company is a party.

Save as otherwise provided in the present Articles of Incorporation or in any shareholders agreement to which the Company may be a party from time to time, a Shareholder may not Sell any of its Shares, or any interest in any such Shares without the consent of the other Shareholders.

After 1 January 2015, the Shareholders may only refuse to give their consent to a Shareholder Selling its Shares to a third party having made a bona fide offer by offering the selling Shareholder to purchase its Shares for a consideration in cash, on conditions and on financial terms no less favourable than the ones proposed by the third party bona fide purchaser. Only the Shareholders refusing to give their consent to a Shareholder Selling its Shares shall be jointly and severally under the obligation to purchase such Shares.

Notwithstanding the foregoing:

- (i) a Shareholder may (and, where obliged to do so, shall) transfer any Shares in accordance with the provisions of a shareholders agreement to which the Company is a party;
- (ii) a Class A Ordinary Shareholder or a Class B Ordinary Shareholder may at any time transfer any of its Shares to an Associated Company on giving prior written notice to the other Ordinary Shareholders, copied to the Company;
- (iii) subject to prior approval by the Remuneration Committee (such approval not to be unreasonably withheld or delayed), a Class C Ordinary Shareholder or a Redeemable Shareholder may at any time transfer any of its Shares for bona fide estate planning purposes to Qualifying Persons, provided that prior written notice of such transfer is given to the Company (which shall notify the Board of any such notices) and the Remuneration Committee;
- (iv) following the expiry of the Lock-up Period or sooner if, during the Lock-up Period, the Group Debt Leverage increases by 15 per cent, or more against the Group Debt Leverage position as at the date of adoption of these Articles of Incorporation, a Class A Ordinary Shareholder or a Class B Ordinary Shareholder (the "Transferor") may at any time transfer any of its Shares to a third party purchaser, including another Shareholder (in each case not already covered by paragraph (ii) above), provided that:

(a) the Transferor shall give both the Class A Ordinary Shareholders and the B Shareholders at least 21 Business Days' notice of the proposed disposal and, thereafter, give them a reasonable opportunity to participate in the sale process; and

(b) the provisions of any relevant shareholders' agreement and of these Articles of Incorporation, including in particular the following tag along and drag along provisions, are complied with, to the extent applicable.

10. Tag Along and Drag Along. Where expressly so provided in any such agreement, a Shareholder may (and, where obliged to do so, shall) transfer any Shares in accordance with the provisions of a shareholders agreement to which the Company is a party, without the provisions of this article 10. Applying.

10.1 Proportionate A Shareholder Tag Along

Where one or more Class A Ordinary Shareholders (the "Proportionate Tag Trigger Shareholder(s)") propose(s) to transfer any of its/ their Class A Ordinary Shares to third party purchaser, including another Shareholder, pursuant to Article 9(iv) and provided always that Article 10.2 does not apply and the Exit Drag Along is not exercised, the contemplated transfer of Shares may not be made or registered in the Shareholders' register of the Company unless:

- (i) the proposed purchaser has made an offer (the "Proportionate Tag Offer") to each Class A Ordinary Shareholder (other than the Proportionate Tag Trigger Shareholder(s)) to buy the same proportion of Class A Ordinary Shares from

each Class A Ordinary Shareholder (rounded down to the nearest whole Share, the "Proportionate Tag Shares") as is equal to the proportion that the Class A Ordinary Shares proposed to be transferred by the Proportionate Tag Trigger Shareholder(s) is of the total holding of Class A Ordinary Shares of the Proportionate Tag Trigger Shareholder(s); and

(ii) the following requirements as to the terms of the Proportionate Tag Offer have been complied with:

(a) such Proportionate Tag Offer shall be open for acceptance for not less than ten (10) Business Days, and shall be deemed to have been rejected if not accepted in accordance with its terms and within the period during which it is open for acceptance;

(b) the consideration for each Class A Ordinary Share for which the Proportionate Tag Offer is made will be in cash and on financial terms no less favourable for each Proportionate Tag Share than for the Class A Ordinary Shares whose proposed transfer has triggered the Proportionate Tag Offer and the Proportionate Tag Offer shall contain full details of any conditions agreed between the Proportionate Tag Trigger Shareholder(s) and the proposed purchaser in relation to the proposed Share transfer. Where the consideration received or to be received by the Proportionate Tag Trigger Shareholder(s) includes non-cash consideration and any other Class A Ordinary Shareholder believes that the Proportionate Tag Offer is on less favourable financial terms than those terms received or to be received by the Proportionate Tag Trigger Shareholder(s), such Class A Ordinary Shareholder may, within five (5) Business Days of receipt or deemed receipt of the Proportionate Tag Offer, by written notice to the Company request that the Company submit the matter to a reputable international independent audit firm or corporate finance advisory firm (which may be the Auditors) (copying such notice to the Proportionate Tag Trigger Shareholder(s), the other Class A Ordinary Shareholders and the proposed purchaser) who shall act as expert and not arbitrator and whose determination of the matter shall, save in the case of manifest error, be final and binding on all parties concerned (and shall automatically amend the Proportionate Tag Offer to all parties, who shall have a further ten (10) Business Days from the notification of the relevant expert's decision to accept the Proportionate Tag Offer);

(c) it shall include an undertaking by the proposed purchaser that it and its Associated Companies and Affiliates have not entered (nor will enter) into more favourable terms as to consideration nor have agreed (nor will agree) more favourable terms as to consideration with any other holder for the purchase of Class A Ordinary Shares;

(d) any Class A Ordinary Shareholder (save for the Proportionate Tag Trigger Shareholder(s)) who wishes to transfer Class A Ordinary Shares to the proposed purchaser pursuant to the terms of the Proportionate Tag Offer (a "Proportionate Tagging Shareholder") shall serve notice on the proposed purchaser, with a copy to the Company (the "Proportionate Tag Notice") at any time before the Proportionate Tag Offer ceases to be open for acceptance (the "Proportionate Tag Closing Date"), stating the number of Class A Ordinary Shares it wishes to transfer (as adjusted in accordance with the below provisions the "Class A Ordinary Shareholder Tag Shares");

(e) any Proportionate Tagging Shareholder shall not be required to give any representation, warranties or indemnities upon sale of the Class A Ordinary Shareholder Tag Shares; and

(f) the completion of the transfer of any Class A Ordinary Shares by the Proportionate Tag Trigger Shareholder(s) and the Proportionate Tagging Shareholders shall take place simultaneously.

(iii) If the proposed purchaser only wishes to purchase a maximum number of Class A Ordinary Shares, the notice making the Proportionate Tag Offer may state such maximum number and, to the extent that actual take-up of the Proportionate Tag Offer would result in the proposed purchaser having to purchase more than the specified maximum number of Class A Ordinary Shares, the number of Class A Ordinary Shares to be sold by Proportionate Tagging Shareholders and the Proportionate Tag Trigger Shareholder(s) shall be scaled back, on a pro rata basis, to the total maximum number stated in the notice;

(iv) For the avoidance of doubt, "consideration" for the purposes of Article 10.1 (ii) shall be construed as meaning the value or net worth of the consideration regardless of the form of the consideration.

(v) If any Proportionate Tag Notice is served, the Company shall, subject to Article 10.1 (ii)(f) above, and satisfaction or waiver of any conditions agreed between the Proportionate Tag Trigger Shareholder(s) and the proposed purchaser in relation to the proposed Share transfer that triggered the Proportionate Tag Offer, determine the time and place on which any sale and purchase of Class A Ordinary Shareholder Tag Shares is to be completed, whereupon the Proportionate Tagging Shareholders shall receive the consideration due for their Class A Ordinary Shareholder Tag Shares subject to such Shares being transferred to the proposed purchaser.

(vi) If any Proportionate Tagging Shareholder does not transfer the A Ordinary Shareholder Tag Shares registered in his name in accordance with this Schedule, the Proportionate Tag Offer shall be deemed to be irrevocably withdrawn from such Proportionate Tagging Shareholder and he shall be deemed to have waived all rights he enjoyed in respect of such Proportionate Tag Offer with immediate effect.

10.2 Exit Shareholder Tag Along

Provided always that the Exit Drag Along is not exercised, where a transfer of Class A Ordinary Shares pursuant to Article 9(iv) (whether through a single transaction or a series of related transactions) by a person or persons (together, the "Exit Tag Trigger Shareholder(s)") would, if registered, result in a person (together with its Associated Companies or Affiliates) or persons (together with their Associated Companies or Affiliates) acting in concert (each being a "member of the purchasing group") holding seventy-five percent. (75%) or more of the Class A Ordinary Shares then in issue, the contemplated transfer of Shares may not be made or registered in the Shareholders' register of the Company unless:

(i) the member(s) of the purchasing group have made an offer (the "Exit Tag Offer") to each other Shareholder (other than the Exit Tag Trigger Shareholder(s)) to buy all of the Shares held by such Shareholders on the terms set out below; and

(ii) the following requirements in respect of such Exit Tag Offer have been complied with:

(a) the Exit Tag Offer shall be open for acceptance for not less than ten (10) Business Days, and shall be deemed to have been rejected if not accepted in accordance with its terms and within the period during which it is open for acceptance;

(b) the consideration for each Ordinary Share will be in cash and on financial terms no less favourable for each Ordinary Share than for the Class A Ordinary Shares whose proposed transfer has triggered the Exit Tag Offer (or, if more favourable, the financial terms of any other purchase of Class A Ordinary Shares by any member of the purchasing group in the preceding six months), and the Exit Tag Offer shall contain full details of any conditions agreed between the Exit Tag Trigger Shareholder(s) and the proposed purchaser in relation to the proposed Share transfer. Where the consideration received or to be received by the Exit Tag Trigger Shareholder(s) (or paid under such previous purchase) includes non-cash consideration and any other Ordinary Shareholder believes that the Exit Tag Offer is on less favourable financial terms than those terms received or to be received by the Exit Tag Trigger Shareholder(s) (or paid under such previous purchase), such Ordinary Shareholder may, within five (5) Business Days of receipt or deemed receipt of the Exit Tag Offer, by written notice to the Company request that the Company submit the matter to a reputable international audit firm or corporate finance advisory firm (which may be the Auditors) (copying such notice to the Exit Tag Trigger Shareholder(s), the other Ordinary Shareholders and the proposed purchaser) who shall act as expert and not arbitrator and whose determination of the matter shall, save in the case of manifest error, be final and binding on all parties concerned (and shall automatically amend the Exit Tag Offer to all Ordinary Shareholders, who shall have a further ten (10) Business Days from the notification of the relevant expert's decision to accept the Exit Tag Offer). The amount so due may be reduced by virtue of the operation of the provisions of any shareholders agreement to which the Company is a party, in respect of any Ordinary Shareholder to whom any such provision applies;

(c) the consideration offered for each of the Redeemable Shares and the Preference Shares shall be cash equal to:

(i) in the case of each Redeemable A Share, Redeemable B Share, Redeemable C Share and Redeemable D Share, respectively the A Redemption Amount, the B Redemption Amount, the C Redemption Amount and the D Redemption Amount, treating the Exit Tag Closing Date as the A Redemption Date, the B Redemption Date, the C Redemption Date and the D Redemption Date for these purposes, but provided always that:

(a) if the relevant Redeemable Shares were due to be redeemed prior to the Exit Tag Offer, but remained in issue because of restrictions contained in the Laws as described in Article 8 above, the amount so due shall (subject always to Article 10.2(ii)(c)(i)(b) below) be the amount that would have been payable had the relevant Redeemable Shares been redeemed in accordance with their terms; and

(b) the amount so due may be reduced by virtue of the operation of the provisions of any shareholders agreement to which the Company is a party, in respect of any Redeemable Shareholder to whom any such provision applies; and

(ii) in the case of each Preference Share, the entitlement on liquidation of each such Share that is implied by the value of the Exit Tag Offer for the Ordinary Shares, if that value were treated as a receipt of the Ordinary Shares on liquidation of the Company at such time under the liquidation provisions in the Articles;

(d) it shall include an undertaking by the member(s) of the purchasing group that it/they has/have not entered (nor will enter) into more favourable terms as to consideration nor has/have agreed (nor will agree) more favourable terms as to consideration with any other holder for the purchase of Class A Ordinary Shares;

(e) any Shareholder (save for the Exit Tag Trigger Shareholder(s)) who wishes to transfer its Shares to the proposed purchaser pursuant to the terms of the Exit Tag Offer (an "Exit Tagging Shareholder") shall serve notice on the proposed purchaser, with a copy to the Company (the "Exit Tag Notice") at any time before the Exit Tag Offer ceases to be open for acceptance (the "Exit Tag Closing Date");

(f) any Exit Tagging Shareholder shall not be required to give any representation, warranties or indemnities upon sale of the Class A Ordinary Shareholder Tag Shares; and

(g) the completion of the transfer of any Shares by the Exit Tag Trigger Shareholder(s) and the Exit Tagging Shareholders shall take place simultaneously.

(iii) For the avoidance of doubt, "consideration" for the purposes of Article 10.2(ii) shall be construed as meaning the value or net worth of the consideration regardless of the form of the consideration.

(iv) If any Exit Tag Notice is served, the Company shall, subject to the above Article 10.2(ii)(g) and satisfaction or waiver of any conditions agreed between the Exit Tag Trigger Shareholder(s) and the proposed purchaser in relation to the proposed Share transfer that triggered the Exit Tag Offer, determine the time and place on which any sale and purchase of the Shares of Exit Tagging Shareholders is to be completed, whereupon the Exit Tagging Shareholders shall receive the consideration due for their Shares subject to such Shares being transferred to the proposed purchaser.

(v) If any Exit Tagging Shareholder does not transfer the Shares registered in his name in accordance with this Schedule, the Exit Tag Offer shall be deemed to be irrevocably withdrawn from such Exit Tagging Shareholder and he shall be deemed to have waived all rights he enjoyed in respect of such Exit Tag Offer with immediate effect.

10.3 Exit Drag Along

Where a bona fide transfer of Class A Ordinary Shares on arm's length terms pursuant to Article 9(iv) (whether through a single transaction or series of transactions) by a person or persons would, if registered, result in a third-party purchaser (together with its Associated Companies or Affiliates) or persons (together with their Associated Companies or Affiliates) acting in concert holding seventy-five percent (75%) or more of the Class A Ordinary Shares then in issue, the following provisions will apply:

(i) the Class A Ordinary Shareholder(s) whose proposed transfer of Shares has triggered the application of the below provisions, on behalf of the relevant third party purchaser, may, by serving a written notice (a "Compulsory Sale Notice") on all of the Shareholders (each a "Compulsory Seller") copied to the Company, require that Compulsory Seller to transfer all the Shares registered in his or its name to the relevant third party purchaser and the consideration payable by the third party purchaser shall be:

(a) in the case of Ordinary Shares, cash of an amount that results in receipt by the relevant Compulsory Seller of consideration on financial terms no less favourable for each Ordinary Share than for the Class A Ordinary Shares whose proposed transfer has triggered the Compulsory Sale Notice (or, if more favourable, the financial terms of any other purchase of Class A Ordinary Shares by the relevant third party purchaser or its Associated Companies in the preceding six months), save that the amount so due to any Class C Ordinary Shareholder may be reduced by virtue of the operation of the provisions of any shareholders agreement to which the Company is a party, in respect of any Shareholder to whom any such provision applies; and

(b) in the case of the Redeemable Shares and the Preference Shares, cash equal to:

(i) the case of each Redeemable A Share, Redeemable B Share, Redeemable C Share and Redeemable D Share, respectively the A Redemption Amount, the B Redemption Amount, the C Redemption Amount and the D Redemption Amount, treating the Compulsory Sale Completion Date as the A Redemption Date, the B Redemption Date, the C Redemption Date and the D Redemption Date for these purposes, but provided always that:

(a) if the relevant Redeemable Shares were due to be redeemed prior to the Compulsory Sale Notice, but remained in issue because of restrictions contained in the Laws as described in Article 8 above, the amount so due shall (subject always to Article 10.3(i)(b)(i)(b) below) be the amount that would have been payable had the relevant Redeemable Shares been redeemed in accordance with their terms; and

(b) the amount so due may be reduced by virtue of the operation of the provisions of any shareholders agreement to which the Company is a party, in respect of any Redeemable Shareholder to whom any such provision applies; and

(ii) in the case of each Preference Share, the entitlement on liquidation of each such Share that is implied by the Compulsory Sale Price for the Ordinary Shares, if that price were treated as a receipt of the Ordinary Shares on liquidation of the Company at such time under the liquidation provisions in the Articles,

(such amounts being the respective "Compulsory Sale Price"). Where the consideration received or to be received by the Class A Ordinary Shareholder(s) whose proposed transfer has triggered the application of the present Article (or paid under such previous purchase) includes non-cash consideration and any Ordinary Shareholder believes that the Compulsory Sale Price proposed for the Ordinary Shares of the Compulsory Sellers is on less favourable financial terms than those terms received or to be received by the selling Class A Ordinary Shareholder(s) (or paid under such previous purchase), such Compulsory Seller may, within five (5) Business Days of receipt or deemed receipt of the Compulsory Sale Notice, by written notice to the Company request that the Company submit the matter to a reputable international independent audit firm or corporate finance advisory firm (which may be the Auditors) (copying such notice to the Class A Ordinary Shareholder(s) whose proposed transfer triggered the application of this Article, the other Compulsory Sellers and the relevant third party purchaser) who shall act as expert and not as arbitrator and whose determination of the matter shall, save in the case of manifest error, be final and binding on all parties concerned (and shall automatically adjust the Compulsory Sale Price payable to all Ordinary Shareholders).

(ii) The Compulsory Sale Notice shall specify a date for completion of the compulsory transfer (the "Compulsory Sale Completion Date"), being a date which is not less than fifteen (15) Business Days after the date of the Compulsory Sale Notice and provided that the completion of the proposed transfer of Class A Ordinary Shares which has triggered the application of this Article shall occur at the same time and place as the transfer of Shares by the Compulsory Sellers.

(iii) The provisions of this Article 10.3 will only apply to enable a forced transfer of Shares by the Lender Shareholders, and their respective Associated Companies and Affiliates, if such Shareholder, together with its Associated Companies and Affiliates, holds less than fifteen percent (15%) of all the Class A Ordinary Shares in issue at the relevant time.

(iv) For the avoidance of doubt, "consideration" for the purposes of Article 10.3(i) shall be construed as meaning the value or net worth of the consideration regardless of the form of the consideration.

(v) The Shares subject to the Compulsory Sale Notice(s) shall be sold and purchased in accordance with the following provisions:

(a) on or before the Compulsory Sale Completion Date, provided that the third party purchaser has put the Company in the requisite cleared funds or provided reasonable evidence in a form reasonably satisfactory to the Company that funds will be received on completion of the transfer, each Compulsory Seller shall deliver duly executed transfer documentation in respect of the Shares which are the subject of the Compulsory Sale Notice, together with the relevant share

certificate(s), if any, to the Company. Subject always to receipt thereof, on the Compulsory Sale Completion Date, the Company shall pay, or shall procure the payment of, to each Compulsory Seller, on behalf of the third party purchaser, the Compulsory Sale Price due to each such Compulsory Seller. Payment to the Compulsory Seller(s) shall be made in such manner as is agreed between the Company and the Compulsory Seller(s) and, in the absence of such agreement, by cheque to the postal address notified to the Company by each Compulsory Seller for such purpose and, in default of such notification, to the relevant Compulsory Seller's last known address. The Company's receipt of the Compulsory Sale Price due shall be a good discharge to the relevant third party purchaser, who shall not be bound to see its/their application. Pending compliance by the Compulsory Seller(s) with their obligations under this Article 10.3, the Company shall hold any funds received from the third party purchaser in respect of the Compulsory Sale Shares on trust for the defaulting Compulsory Seller(s), without any obligation to pay interest;

(b) if a Compulsory Seller fails to comply with its obligations under Article 10.3(v)(a) above in respect of the Shares registered in its name, the Board of Directors may (and shall, if so requested by the Class A Ordinary Shareholder(s) whose proposed transfer has triggered the application of the provisions of this Article) procure a transfer of the relevant Shares in favour of the third party purchaser, to the extent that the third party purchaser has, by the Compulsory Sale Completion Date, put the Company in cleared funds in respect of the Compulsory Sale Price due for the relevant Shares. Each defaulting Compulsory Seller shall surrender his Share certificate(s) relating to the relevant Shares to the Company. On, but not before, such surrender or provision, each Compulsory Seller shall be entitled to the Compulsory Sale Price due for the relevant Shares transferred on its behalf, without interest.

(vi) Any Compulsory Seller shall not be required to give any representation, warranties or indemnities upon sale of its Shares in accordance with this Article.

(vii) For the purposes of this Article 10.3, a "third-party purchaser" is a person which is not under the Control of, or Controlled by, or under common Control with, the Transferor.

Chapter III. Board of directors, Auditors

11. Board of Directors.

11.1 Number and identity of the Directors

The Company shall be managed by a board of directors, composed of not less than three directors (each a "Director"), who need not be Shareholders themselves (the "Board of Directors"). If and as long as the Company has only one (1) Shareholder, the Board of Directors may comprise one (1) member only.

Any person who is a director or other employee of a business that competes with the business of the Company or of the Group shall not be eligible to be appointed as a Director.

11.2 Appointment of the Directors

The members of the Board of Directors will be appointed as follows:

(i) the Class B Ordinary Shareholders shall have the right to nominate for appointment to the Board of Directors, one (1) Director (the "B Director");

(ii) any Shareholder holding, alone or in concert with any holding company, subsidiary undertaking or any other subsidiaries or subsidiary undertakings of any such holding company, in each case of such Shareholder, at least twenty per cent (20%) of the Class A Ordinary Shares shall have the right to nominate for appointment to the Board of Directors, one (1) Director (the "A Director");

(iii) any Shareholder holding, alone or in concert with any holding company, subsidiary undertaking or any other subsidiaries or subsidiary undertakings of any such holding company, in each case of such Shareholder, at least forty per cent (40%) of the Class A Ordinary Shares shall have the right to nominate for appointment to the Board of Directors, two (2) A Directors;

Any Shareholder whose shareholding enables it to nominate for appointment an A Director shall, prior to making such appointment, notify the other Class A Ordinary Shareholder(s) whose shareholding entitles them to nominate for appointment an A Director of the name, qualifications, experience and intended date of nomination for appointment as an A Director, and shall consult with such Class A Ordinary Shareholder(s) in relation to such appointment.

The members of the Board of Directors will further be appointed by the general meeting of Shareholders, who will determine their number and the duration of their mandate, which may not exceed six (6) years.

The members of the Board of Directors are eligible for re-appointment and may be removed at any time, with or without cause, by a resolution adopted by the general meeting of shareholders. In the event of a vacancy on the Board of Directors, the remaining members of the Board of Directors may elect by co-optation a new director to fill such vacancy until the next general meeting of shareholders, which shall ratify such co-optation or elect a new member of the Board of Directors instead.

The Shareholders shall neither participate in nor interfere with the management of the Company.

12. Powers of the Board of Directors. The Board of Directors is vested with the broadest powers to perform all acts necessary or useful for accomplishing the Company's object. All powers not expressly reserved by the Articles of Incorporation or by the Laws to the general meeting of shareholders or to the auditor(s) are in the competence of the Board of Directors.

13. Delegation of powers - Representation of the Company.

13.1 General representation of the Company

The Company will be bound towards third parties by the joint signatures of any two (2) members of the Board of Directors.

The Company will further be bound towards third parties by the joint signatures or single signature of any person to whom the daily management of the Company has been delegated, within such daily management, or by the joint signatures or single signature of any person to whom special signatory power has been delegated by the Board of Directors, within the limits of such special power.

Any documents in relation to the financing of the Company or the issue of new shares by the Company must be signed in the Grand Duchy of Luxembourg.

13.2 Delegation of powers

The Board of Directors may delegate the daily management of the Company and the representation of the Company within such daily management to one or more persons or committees of its choice.

The Board of Directors may also delegate other special powers or proxies or entrust determined permanent or temporary functions to persons or committees of its choice.

The remuneration and other benefits granted to the person(s) to whom the daily management has been entrusted must be reported annually by the Board of Directors to the general meeting of shareholders.

13.3 Committees of Directors

The Board of Directors may constitute special committees to examine specific topics chosen by the Board of Directors and to advise the Board of Directors about them.

The Directors may delegate any of their powers to a committee of the Board of Directors.

Any such committee shall be constituted by such Directors as the Board of Directors may determine, provided that each A Director shall have the right to be appointed to any such committee and, if any A Director is so appointed, any meeting of any such committee shall require at least one A Director to be present in order to be quorate.

13.3.1 The Audit Committee

The Board of Directors shall establish an audit committee (the "Audit Committee"), the role of which shall be determined by the Board from time to time.

13.3.2 The Remuneration Committee

The Board of Directors shall establish a remuneration committee (the "Remuneration Committee").

The role of the Remuneration Committee shall be as set out in these Articles of Incorporation and as additionally determined by the Board from time to time, and shall include:

(i) determining the appointment, remuneration and termination of Senior Management (other than the CEO and CFO), and establishing and agreeing performance packages and contracts for Senior Management (other than the CEO and CFO); and

(ii) reviewing the performance of Senior Management (other than the CEO and CFO) against the targets agreed in their relevant performance package and agreeing annual performance rewards.

No action shall be taken in respect of the following matters and any other matters referred to in these Articles of Incorporation to be determined by the Remuneration Committee otherwise than by RemCom Super Majority (the "RemCom Reserved Matters") without the prior approval of a simple majority of the Directors present at a quorate Remuneration Committee meeting:

(i) the recruitment, replacement, promotion or termination of senior managers (where the remuneration of the relevant senior manager exceeds €150,000); or

(ii) the approval of the payment of any employee termination costs (where such costs exceed €150,000); or

(iii) the approval of any increase of 12 per cent. per annum or more in the basic pay or other compensation of any employee or employees whose remuneration exceeds €150,000; or

(iv) the approval of any employment contract notice period for senior managers if the notice period is longer than 12 months; or

(v) the approval of any change to the standard working hours of any employee whose remuneration exceeds €150,000.

No action shall be taken in respect of the following matters (the "RemCom Super Majority Matters") without the prior approval of both (i) at least one (1) of each A Director nominated by each Class A Ordinary Shareholder who is appointed to the Remuneration Committee, and (ii) a simple majority of the Directors present at a quorate Remuneration Committee meeting:

(i) the establishment of any new, or making changes to any existing, pension, profit-sharing, bonus, incentive or other employee benefit scheme;

(ii) the approval of any change to the Group's pension scheme arrangements; and

(iii) the approval of any change (including the entrance into, termination or renewal) of the Group's directors' and officers' insurance.

The provisions regarding location of meeting, methods of joining meetings and location of Directors during meetings as set out in these Articles as being applicable to meetings of the Board of Directors shall apply equally to meetings of any committee of the Board of Directors.

14. Meetings of the Board of Directors.

14.1 Bureau of the meetings of the Board of Directors

The Board of Directors shall appoint from among its members a chairman (the "Chairman"). It may also appoint a secretary, who need not be a member of the Board of Directors himself and who will be responsible for keeping the minutes of the meetings of the Board of Directors (the "Secretary").

The Chairman will preside at all meetings of the Board of Directors, except that in his absence the Board of Directors may appoint another member of the Board of Directors as chairman pro tempore by majority vote of the directors present or represented at such meeting. The Chairman shall not have a casting vote.

14.2 Convening and agenda of the meetings of the Board of Directors

Any A Director or the CEO may convene a meeting of the Board at any time.

At least ten (10) Business Days' written notice of meetings of the Board of Directors shall be given in writing and transmitted by any means of communication allowing for the transmission of a written text unless i) both at least one (1) of each of the A Directors nominated for appointment by each Class A Ordinary Shareholder and a simple majority of the Directors agree otherwise and ii) all the Directors are notified of the shorter notice period.

Any such notice shall specify the time and the place of the meeting as well as the nature of the business to be transacted. The notice may be waived by properly documented consent of each member of the Board of Directors. No separate notice is required for meetings held at times and places specified in a time schedule previously adopted by resolution of the Board of Directors.

Within three (3) Business Days of the date of receipt of such notice, any Director may propose an item for inclusion in the agenda together with a related resolution to be proposed at such Board Meeting.

At least two (2) Business Days before a meeting (or four (4) Business Days prior to any quarterly Board meeting), a reasonably detailed agenda shall be given to each of the Directors by email, courier or fax, which shall:

- (i) specify whether any Board Reserved Matters or Board Super Majority Matters are to be considered; and
- (ii) be accompanied by any relevant papers.

If a quorum is not present within half an hour of the time appointed for the meeting or ceases to be present, the Director(s) present shall adjourn the Board meeting to a specified place and time not less than three (3) Business Days after the original date where the same quorum shall be required.

The meetings of the Board of Directors shall be held in Luxembourg or at such other place (other than the United Kingdom) as the Board of Directors may from time to time determine. Any decision in relation to the financing of the Company or the issue of new shares in the Company must be taken in the Grand Duchy of Luxembourg.

14.3 Attendance to the meetings of the Board of Directors

Any member of the Board of Directors may act at any meeting of the Board of Directors by appointing in writing, transmitted by any means of communication allowing for the transmission of a written text, another member of the Board of Directors as his proxy. Any member of the Board of Directors may represent one or several members of the Board of Directors.

Provided always that a majority of the members of the Board of Directors are present in the Grand Duchy of Luxembourg, and subject to the requirement that no member of the Board of Directors is present in the United Kingdom (other than where circumstances of force majeure prevent no more than one member of the Board of Directors from not being in the United Kingdom), one or more members of the Board of Directors may participate in a meeting by conference call, videoconference or any other similar means of communication enabling thus several persons participating therein to simultaneously communicate with each other. Such participation shall be deemed equivalent to a physical presence at the meeting. The Board of Directors may determine any additional rules regarding the above in its internal regulations.

In the event that circumstances of force majeure prevent the Board of Directors from meeting, a written decision, signed by all the members of the Board of Directors, is proper and valid as though it had been adopted at a meeting of the Board of Directors which was duly convened and held. Such a decision may be documented in a single document or in several separate documents having the same content and each of them signed by one or several members of the Board of Directors.

14.4 Board Observers

Upon providing prior written notice of such appointment to the Company, any Class A Ordinary Shareholder holding more than 20 per cent (20%) of the Class A Ordinary Shares shall have the right to appoint one observer to the Board of Directors, who shall not be a director or other employee of a business that competes with the Business of the Group.

Any person appointed as an Observer to the Board shall be given all the information in respect of the meetings of the Board of Directors that a Director would be entitled to receive, and shall be entitled to receive that information (including, without limitation, notice of meetings) at the same time as the Directors would be entitled to receive it.

Each Observer shall be entitled to attend and speak at any meetings of the Board but shall not be entitled to vote, nor shall he be regarded as an officer of the Company, or be counted in the quorum of any meeting of the Board of Directors.

An Observer shall not be entitled to compensation by virtue of his role as Observer. The Company will reimburse (or shall procure the reimbursement of) each Observer with the reasonable costs and out-of-pocket expenses incurred in respect of attending meetings of the Company or any Group Company.

14.5 Quorum and majority rules

A quorum of the Board of Directors shall be the presence or the representation of at least one (1) of each of the A Directors nominated for appointment by each Class A Ordinary Shareholder holding office.

Decisions will be taken by a majority of the votes of the members of the Board of Directors present or represented at such meeting subject to the other Articles of the Articles of Incorporation.

14.6 Reserved Matters

No action shall be taken in respect of the following matters (the "Board Reserved Matters") without the prior approval of a simple majority of the Directors present or represented at a quorate Board meeting:

(i) any capital expenditure request, including but not limited to, the entry into asset leases with a total value greater than €1,000,000 but less than or equal to €2,000,000.-;

(ii) the approval of any major project (even if not capital related) with a value greater than €1,000,000 but less than or equal to €2,000,000;

(iii) the approval of any customer finance, including but not limited to the transfer of use, loans, leases, and free products with a value greater than €1,000,000 but less than or equal to €2,000,000;

(iv) the entry into any property lease, including but not limited to, new leases and renewals, with terms greater than five years, or valued at greater than €1,000,000 per annum but less than or equal to €2,000,000 per annum;

(v) any investment in shares with a value greater than €1,000,000 but less than or equal to €2,000,000;

(vi) any investment and/or commencement of a business, branch or joint venture with a value greater than €1,000,000 but less than or equal to €2,000,000;

(vii) the disposal, closure or rationalisation (as the case may be) of any fixed assets with a value (representing the greater of net book value or proceeds) greater than €1,000,000 but less than or equal to €2,000,000;

(viii) the disposal, closure or rationalisation (as the case may be) of any land and building with a value (representing the greater of net book value or proceeds) greater than €1,000,000 but less than or equal to €2,000,000;

(ix) the disposal, closure or rationalisation (as the case may be) of any shares, investments or joint ventures with a value less than or equal to €2,000,000;

(x) the disposal, closure or rationalisation (as the case may be) of all or part of a business unit or plant that has been approved by the Board of Directors based on a formal cost benefit analysis and that has a value greater than €1,000,000 but less than or equal to €2,000,000;

(xi) the dilution of a wholly-owned business to become a joint venture where that business has a value greater than €1,000,000 but less than or equal to €2,000,000.

(xii) the approval of any transaction that requires a bank guarantee for longer than 12 months with a value greater than €1,000,000;

(xiii) the approval of any transaction that requires a guarantee from the ultimate parent company of the Group to which the Company belongs;

(xiv) any sale, licence or purchase of technology valued between €1,000,000 and €2,000,000;

(xv) the approval of the payment of any audit fees;

(xvi) the approval of the payment of any non-audit fees, including, but not limited to, Tax, projects, statutory and accounting fees, where such fees per annum are greater than €1,000,000 but less than or equal to €2,000,000;

(xvii) the approval of the payment of any professional fees, including but not limited to legal fees and management consultancy fees, where such fees are greater than €1,000,000 but less than or equal to €2,000,000;

(xviii) the approval of the appointment or dismissal of corporate legal advisors, pension actuaries, pension advisors, and/or insurance brokers;

(xix) the authorisation of a new external loan or overdraft for any amount greater than €1,000,000 but less than or equal to €2,000,000;

(xx) the approval of any loan to employees where the amount of the loan is greater than €500,000 in any one transaction, or greater than €1,000,000 per annum;

(xxi) the approval of any loan to directors and officers, including subsidiaries, where the amount of the loan is greater than €500,000 in any one transaction or greater than €1,000,000 per annum.

(xxii) The incurring or payment of any expenses by either of the Company or New Luxco 2 that are not both (a) related to the administration (including auditing, legal and compliance) of the Company and New Luxco 2 as holding companies without an active operational business, and (b) below an aggregate limit of €500,000 per annum.

14.7 Super-Majority Matters

No action shall be taken in respect of the following matters (the "Board Super-Majority Matters") without the prior approval of both one (1) of each of the A Directors nominated for appointment by each Class A Ordinary Shareholder and a simple majority of the Directors present or represented at a quorate Board meeting (a "Board Super Majority"):

(i) any proposal of change in/amendment to the name of the Company and/or Group, the Company's registration details or the Articles of Incorporation including, without limitation:

(a) any alteration of the end of Financial Year date;

(b) the conversion of the Company; and

(c) any increase or reduction of the authorised or issued share capital of the Company or any proposal to increase the issued share capital of any Group Company other than by way of issue to the Company or any other Group Company;

(ii) any decision to enter into or amend any agreement, commitment or understanding with or for the benefit of the Shareholders or Directors and their respective associates;

(iii) the decision to pursue an initial public offering or other listing.

(iv) the approval or modification of the Budget and Business Plan (as approved and updated by the Board from time to time).

(v) the proposal to appoint or remove any of the Company's directors or officers, other than the appointment or removal of A Directors;

(vi) the proposal to appoint or remove any of the Company and/or Group's independent directors, other than the appointment or removal of A Directors.

(vii) the proposal to convert any Group Company to a public limited company or other body corporate.

(viii) the addition of any new matters to the Board Super Majority Matters.

(ix) the proposal to pay any dividends and the decision to proceed to the payment of any interim dividends.

(x) any change to significant accounting policies.

(xi) the proposal to take any steps to commence any insolvency procedure in relation to the Company and/or any Group Company, which includes but is not limited to a solvent liquidation, dissolution or winding-up, it being understood that the legal obligations for the Directors to file petitions for bankruptcy under Luxembourg law shall not be restricted.

(xii) the approval of any capital expenditure requests, including but not limited to, the entry into leases with a total value greater than €2,000,000.

(xiii) the approval of any major project (even if not capital related) where the value is greater than €2,000,000.

(xiv) the approval of any customer finance including but not limited to the transfer of use, loans, leases, and free products with a value greater than €2,000,000.

(xv) the entry into any property leases, including but not limited to, new leases and renewals, with terms greater than five years or with value greater than €2,000,000 per annum.

(xvi) any investment in shares where the value is greater than €2,000,000.

(xvii) any investment and/or commencement of a business, branch or joint venture where the value is greater than €2,000,000.

(xviii) the disposal, closure or rationalisation (as the case may be) of (i) any fixed assets with a value (representing the greater of net book value or proceeds) greater than €2,000,000, (ii) any land and building with a value (representing the greater of net book value or proceeds) greater than €2,000,000, (iii) any shares, Investments or joint ventures with a value greater than €2,000,000 or (iv) all or part of a business unit or plant that has been approved by the Board based on a formal cost benefit analysis and that has a value greater than €2,000,000.

(xix) the approval of any dilution of a wholly-owned business to become a joint venture where that business has a value greater than €2,000,000.

(xx) any sale, licence or purchase of technology where the value is greater than €2,000,000.

(xxi) the proposal to appoint or dismiss the Company's and/or any Group Company's Auditors.

(xxii) the approval of the payment of (i) any non-audit fees, including but not limited to Tax, projects, statutory and accounting fees, where such fees are greater than €2,000,000 per annum, (ii) any professional fees, including but not limited to legal fees and management consultancy fees, where such fees are greater than €2,000,000.

(xxiii) the authorisation of a new external loan or overdraft where the value is greater than €2,000,000.

(xxiv) any amendment to the Treasury Policy, including the entry into or amendment of any hedging arrangements and the hedging policy strategy of the Group other than as specifically agreed in the finance documents.

(xxv) the proposal of appointment, dismissal, or remuneration of the CEO or CFO.

(xxvi) the setting or varying of any management incentive or bonus arrangements.

15. Resolutions of the Board of Directors. The resolutions of the Directors shall be recorded in writing.

The minutes of any meeting of the Board of Directors will be signed by the Chairman of the meeting and by the secretary (if any). Any proxies will remain attached thereto.

Copies or extracts of written resolutions adopted by the Directors as well as of the minutes of the general meeting of Shareholders, to be produced in judicial proceedings or otherwise, may be signed by the sole Director or by any two (2) Directors acting jointly.

The resolutions adopted by the single Director shall be documented in writing and signed by the single Director.

16. Management Fees and Expenses. Subject to approval by the general meeting of Shareholders, the members of the Board of Directors may receive a management fee in respect of the carrying out of their management of the Company.

17. Conflicts of Interest. If any member of the Board of Directors of the Company has or may have any personal interest in any transaction of the Company, such member shall disclose such personal interest to the Board of Directors and shall not consider or vote on any such transaction.

Such transaction and such Director's interest therein shall be disclosed in a special report to the next general meeting of shareholders before any vote by the latter on any other resolution.

If the Board of Directors only comprises one (1) member it suffices that the transactions between the Company and its director, who has such an opposing interest, be recorded in writing.

The foregoing paragraphs of this Article do not apply if (i) the relevant transaction is entered into under fair market conditions and (ii) falls within the ordinary course of business of the Company.

No contract or other transaction between the Company and any other company or firm shall be affected or invalidated by the mere fact that a member of the Board of Directors, or any officer of the Company has a personal interest in, or is a director, associate, member, shareholder, officer or employee of such other company or firm. Any person related as afore described to any company or firm with which the Company shall contract or otherwise engage in business shall not, by reason of such affiliation with such other company or firm, be automatically prevented from considering, voting or acting upon any matters with respect to such contract or other business.

18. Directors' Liability - Indemnification. No member of the Board of Directors commits himself, by reason of his functions, to any personal obligation in relation to the commitments taken on behalf of the Company.

Members of the Board of Directors are only liable for the performance of their duties.

The Company shall indemnify any member of the Board of Directors, officer or employee of the Company and, if applicable, their successors, heirs, executors and administrators, against damages and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been director, officer or employee of the Company, or, at the request of the Company, any other Group Company and by which he is not entitled to be indemnified, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Company is advised by its legal counsel that the person to be indemnified is not guilty of gross negligence or misconduct. The foregoing right of indemnification shall not exclude other rights to which the persons to be indemnified pursuant to the Articles of Incorporation may be entitled.

19. Confidentiality. Even after cessation of their mandate or function, any member of the Board of Directors, as well as any person who is invited to attend a meeting of the Board of Directors, shall not disclose information on the Company, the disclosure of which may have adverse consequences for the Company, unless such divulgation is required (i) by a legal or regulatory provision applicable to sociétés anonymes or (ii) for the public benefit.

20. Auditors. Except where according to the Laws, the Company's annual statutory and/or consolidated accounts must be audited by an independent auditor, the business of the Company and its financial situation, including more in particular its books and accounts, shall be reviewed by one or more statutory auditors, who need not be shareholders themselves.

The statutory or independent auditors will be appointed by the general meeting of Shareholders, which will determine the number of such auditors and the duration of their mandate, which may not exceed six (6) years. They are eligible for re-appointment. They may be removed at any time, with or without cause, by a resolution of the general meeting of Shareholders, save in such cases where the independent auditor may, as a matter of the Laws, only be removed for serious cause.

Chapter IV. General meeting of shareholders

21. Powers of the General Meeting of Shareholders. The general meeting of Shareholders shall have such powers as are vested with the general meeting of Shareholders pursuant to the Articles of Incorporation and the Laws. The single Shareholder carries out the powers bestowed on the general meeting of shareholders.

Any regularly constituted general meeting of Shareholders of the Company represents the entire body of Shareholders.

22. Annual General Meeting. The annual general meeting of Shareholders will be held on the 15th of May (or if the 15th of May is not a Business Day, the next Business Day thereafter) at 2 p.m.

23. Other General Meetings. The Board of Directors or the statutory auditor(s) (if any) may convene general meetings of Shareholders (in addition to the annual general meeting of shareholders). Such meetings must be convened if shareholders representing at least ten per cent (10%) of the Company's capital so require.

General meetings of Shareholders, including the annual general meeting of Shareholders, will be held at the registered office of the Company or at such other place in the Grand Duchy of Luxembourg, and may be held abroad if, in the judgement of the Board of Directors, which is final, circumstances of force majeure so require.

24. Notice of General Meetings. Shareholders will meet upon issuance (including, if appropriate, its publication) of a convening notice in compliance with the Articles of Incorporation or the Laws.

The convening notice sent to the Shareholders will specify the time and the place of the meeting as well as the agenda and the nature of the business to be transacted at the relevant general meeting of shareholders. The agenda for a general meeting of Shareholders shall also, where appropriate, describe any proposed changes to the Articles of Incorporation and, if applicable, set out the text of those changes affecting the object or form of the Company.

If all the Shareholders are present or represented at a general meeting of Shareholders and if they state that they have been duly informed of the agenda of the meeting, the meeting may be held without prior notice.

25. Attendance - Representation. All Shareholders are entitled to attend and speak at any general meeting of Shareholders.

A Shareholder may act at any general meeting of Shareholders by appointing in writing, transmitted by any means of communication allowing for the transmission of a written text, another person who need not be a Shareholder himself, as a proxy holder. The Board of Directors may determine any conditions that must be fulfilled in order for a Shareholder to take part in a general meeting of Shareholders.

Shareholders, participating in a general meeting of Shareholders by videoconference or any other similar means of telecommunication allowing for their identification, shall be deemed present for the purpose of quorum and majority computation. Such telecommunication methods shall satisfy all technical requirements to enable the effective participation in the meeting and the deliberations of the meeting shall be retransmitted on a continuous basis.

26. Proceedings. Any general meeting of Shareholders shall be presided by the Chairman or by a person designated by the Board of Directors or, in their absence, by the general meeting of Shareholders.

The Chairman of the general meeting of Shareholders shall appoint a secretary.

The general meeting of Shareholders shall elect one (1) scrutineer to be chosen from the persons attending the general meeting of Shareholders.

The Chairman, the secretary and the scrutineer so appointed together form the bureau of the general meeting.

27. Adjournment. The Board of Directors may forthwith adjourn any general meeting of Shareholders by four (4) weeks. The Board of Directors must adjourn a meeting if so required by Shareholders representing at least twenty per cent (20%) of the Company's issued capital.

Such adjournment automatically cancels any resolution already adopted prior thereto.

The adjourned general meeting of Shareholders has the same agenda as the first one. Shares and proxies regularly deposited in view of the first meeting remain validly deposited for the second one.

28. Vote. An attendance list indicating the name of the shareholders and the number of Shares for which they vote is signed by each one of them or by their proxy prior to the opening of the proceedings of the general meeting of Shareholders.

The general meeting of Shareholders may deliberate and vote only on the items comprised in the agenda.

Voting takes place by a show of hands or by a roll call, unless the general meeting of Shareholders resolves to adopt another voting procedure.

The Shareholders are authorised to cast their vote by ballot papers ("formulaires") expressed in the English language.

Any ballot paper ("formulaire") shall be delivered by hand with acknowledgment of receipt, by registered post, by special courier service using an internationally recognised courier company at the registered office of the Company or by fax at the fax number of the registered office of the Company.

Any ballot paper ("formulaire") which does not bear any of the following indications is to be considered void and shall be disregarded for quorum purposes:

- (i) name and registered office and / or residence of the relevant Shareholder;
- (ii) total number of Shares held by the relevant Shareholder in the share capital of the Company and, if applicable, number of Shares of each class held by the relevant Shareholder in the share capital of the Company;
- (iii) agenda of the general meeting;
- (iv) indication by the relevant Shareholder, with respect to each of the proposed resolutions, of the number of Shares for which the relevant Shareholder is abstaining, voting in favour of or against such proposed resolution; and
- (v) name, title and signature of the duly authorised representative of the relevant Shareholder.

Any ballot paper ("formulaire") shall be received by the Company no later than five (5) p.m. (Luxembourg time) on the day on which banks are generally open for business in Luxembourg immediately preceding the day of the general meeting of Shareholders. Any ballot paper ("formulaire") received by the Company after such deadline shall be disregarded for quorum purposes.

A ballot paper ("formulaire") shall be deemed to have been received:

- (i) if delivered by hand with acknowledgment of receipt, by registered post or by special courier service using an internationally recognised courier company: at the time of delivery; or
- (ii) if delivered by fax: at the time recorded together with the fax number of the receiving fax machine on the transmission receipt.

At any general meeting of Shareholders, convened in accordance with the Articles of Incorporation or the Laws, for the purpose of amending the Articles of Incorporation of the Company or voting on resolutions whose adoption is subject to the quorum and majority requirements of an amendment to the Articles of Incorporation, the quorum shall be both (i) the presence of one half (1/2) of the Class A Ordinary Shares and (ii) at least one half (1/2) of all the Shares issued and outstanding. If the said quorum is not present at a first meeting, a second meeting may be convened at which the same quorum requirement shall apply. In order for the proposed resolutions to be adopted, and save as otherwise provided by the Laws, a two thirds (2/3rds) majority of the votes cast by the Shareholders present or represented is required at any such general meeting.

Where the resolution of the general meeting is such as to change the respective rights of the different classes of shares, the resolution must, in order to be valid, fulfil the conditions as to attendance and majority laid down hereabove with respect of each class, it being understood that a capital increase shall not be considered as changing the respective rights of the different classes of shares when shares issued are Shares of an existing class or rank *pari passu* with an existing class of Shares.

At any general meeting of Shareholders, convened in accordance with the Articles of Incorporation or the Laws, for any purpose other than amending the Articles of Incorporation of the Company the quorum shall be both (i) the presence of one half (1/2) of the Class A Ordinary Shares and (ii) at least one half (1/2) of all the Shares issued and outstanding. If the said quorum is not present at a first meeting, a second meeting may be convened at which the same quorum requirement shall apply. In order for the proposed resolutions to be adopted, and save as otherwise provided by the Laws, a simple majority of the votes cast by the Shareholders present or represented is required at any such general meeting.

29. Minutes. The minutes of the general meeting of Shareholders shall be signed by the members of the bureau present and may be signed by any Shareholders or proxies of Shareholders, who so request.

Chapter V. Financial year, Financial statements, Distribution of profits

30. Financial Year. The Company's financial year begins on the first day of January and ends on the last day of December of each year.

31. Adoption of Financial Statements. The Board of Directors shall prepare, for approval by the Shareholders, annual statutory and/or consolidated accounts in accordance with the requirements of the Laws and Luxembourg accounting practice.

The annual statutory and/or consolidated accounts are submitted to the general meeting of Shareholders for approval.

The annual statutory and/or consolidated accounts must be signed in the Grand Duchy of Luxembourg.

32. Distribution of Profits. From the annual net profits of the Company, at least five per cent (5%) shall each year be allocated to the reserve required by law (the "Legal Reserve"). That allocation to the Legal Reserve will cease to be required as soon and as long as the Legal Reserve amounts to ten per cent (10%) of the issued capital of the Company.

After allocation to the Legal Reserve, the general meeting of Shareholders shall determine how the remainder of the annual net profits, will be disposed of by allocating the whole or part of the remainder to a reserve or to a provision, by carrying it forward to the next following financial year or by distributing it, together with carried forward profits, distributable reserves or share premium, to the shareholders, each share entitling to the same proportion in such distributions.

In any year in which the Company resolves to make dividend distributions, drawn from net profits and from available reserves derived from retained earnings, including any share premium, the amount allocated to this effect shall be distributed in the following order of priority:

(i) first, the holders of Preference Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point five per cent (0.5%) of the nominal value of the Preference Shares held by them; then

(ii) the holders of Ordinary Shares and Redeemable Shares shall be entitled to participate in dividend distributions with respect to such year until the Aggregate Return Amount is reduced to zero (and shall be entitled so to participate in a pro tanto amount of a dividend distribution to the extent that it reduces the Aggregate Return Amount to zero) in an amount in proportion to the nominal value of Ordinary Shares and Redeemable Shares held by them; then

(iii) after the Aggregate Return Amount has been reduced to zero, the holders of Preference Shares shall be entitled in aggregate to seventeen fifty-sevenths (17/57) of any further dividend distribution (or further amount of a dividend distribution) with respect to such year, to be shared in proportion to the nominal value of Preference Shares held by them, and the holders of Ordinary Shares and Redeemable Shares shall be entitled to participate in the remaining forty fifty-sevenths (40/57) of such a dividend distribution with respect to such year, to be shared in proportion to the nominal value of Ordinary Shares and Redeemable Shares held by them.

The Aggregate Return Amount shall automatically be adjusted:

(i) on each issue of equity share capital by the Company after the date of adoption of these Articles of Incorporation, upwards by an amount equal to the gross subscription proceeds of such share capital; and

(ii) on each payment of a dividend distribution on Ordinary Shares and/or payment of amounts to the holders of Ordinary Shares on a return or reduction of capital of the Company or on a liquidation of the Company, downwards by an amount equal to the gross amount of such dividend distribution, reduction or return of capital or liquidation distribution,

provided that the Aggregate Return Amount shall not be a negative number.

Subject to the conditions fixed by the Laws and in compliance with the foregoing provisions, the Board of Directors may pay out an advance payment on dividends to the Shareholders. The Board of Directors fixes the amount and the date of payment of any such advance payment.

Chapter VI. Dissolution, Liquidation

33. Dissolution, Liquidation. The Company may be dissolved by a resolution of the general meeting of Shareholders adopted in compliance with the quorum and majority rules set by the Articles of Incorporation or, as the case may be, by the Laws for any amendment of the Articles of Incorporation.

Should the Company be dissolved, the liquidation will be carried out by the Board of Directors or such other persons (who may be physical persons or legal entities) appointed by a general meeting of shareholders, who will determine their powers and their compensation.

In case of liquidation, all assets and cash of the Company shall be applied in the following order of priority:

(i) first, to creditors other than shareholders in satisfaction (whether by payment or the making of reasonable provision for payment thereof) of all the Company's debts and liabilities and the expenses of liquidation;

(ii) second, to the shareholders in satisfaction (whether by payment or the making of reasonable provision for payment thereof) of all the Company's debts and liabilities to shareholders; and

(iii) third, to holders of Shares in an amount equal to the nominal value of those Shares;

(iv) fourth, to the holders of Ordinary Shares and Redeemable Shares in proportion to the nominal value of Ordinary Shares and Redeemable Shares held by them, until the Aggregate Return Amount has been reduced to zero; and

(v) thereafter, to the holders of Preference Shares on the one hand and the holders of Ordinary Shares and Redeemable Shares on the other hand in the ratio seventeen to forty (17:40), the amount paid to the holders of Preference Shares being divided in proportion to the nominal value of Preference Shares held by them and the amount paid to the holders of Ordinary Shares and Redeemable Shares being divided in proportion to the nominal value of Ordinary Shares and Redeemable Shares held by them.

Chapter VII. Applicable law and Miscellaneous

34. Applicable Law. All matters not governed by the Articles of Incorporation shall be determined in accordance with the Laws, in particular the law of 10 August 1915 on commercial companies, as amended.

35. Calculations. Where, in the context of a redemption of Redeemable Shares or payment of dividends or other distributions, there is a disagreement between the Company and the relevant Redeemable Shareholders as to the correct calculation of the amount payable on redemption or distribution, the correct amount and calculation of such amount shall be determined by a reputable international independent audit firm or corporate finance advisory firm (which may be the Company's auditors) appointed by the Company (acting as experts and not as arbitrators, and whose determination shall be final and binding on the Company and the Shareholders).

Chapter VIII. Definitions

36. Definitions. "A Director" means a Director appointed pursuant to a nomination by a Class A Ordinary Shareholder in accordance with Article 11.2.

"A Ordinary Shareholder Tag Shares" has the meaning given in Article 10.

"A Redemption Amount" means:

(i) if the Enterprise Value at the A Redemption Date exceeds the Enterprise Value Threshold, one thousand euro (€1,000) per Class A Redeemable Share; or

(ii) in all other cases, the nominal value of such Share.

"A Redemption Date" means the earliest of:

(i) the soonest practicable date after Accounts being finalised for a Quarter ending on or after 31 December 2013 where such accounts show aggregate EBITDA for that Quarter together with EBITDA for the three immediately preceding Quarters greater than the EBITDA Threshold;

(ii) the date of an Asset Sale Exit Event;

(iii) the date of a Share Sale Exit Event that does not trigger either a requirement for an Exit Tag Offer or an ability to trigger an Exit Drag Along;

(iv) the date of an IPO Exit Event; and

(v) at the election of the Company, the date of any IPO that is not an IPO Exit Event.

"Accounts" means the consolidated income statement for the Group set out in the management accounts for a Quarter, prepared on a basis consistent with the Audited Accounts.

"Acquisition" means any acquisition (or series of connected acquisitions) of any interest in a business by any member of the Group, whether by the acquisition of shares or otherwise, where the consideration paid for such acquisition, together with the value of any debt assumed (such consideration and debt being aggregated in the case of a series of connected acquisitions), exceeds one million euro (€1,000,000) (with non-cash consideration being valued at Fair Market Value).

"Affiliate" means, in relation to a Class A Ordinary Shareholder, a Class C Ordinary Shareholder or a Preference Shareholder (including, without limitation, such a Shareholder which is a unit trust, investment trust, limited partnership or general partnership):

(ii) any general partner, trustee or Nominee of that Shareholder or of any fund invested (directly or indirectly) in that Shareholder;

(iii) any manager or adviser or limited partner of that Shareholder or of any fund invested (directly or indirectly) in that Shareholder;

(iv) any other fund or company (including, without limitation, any unit trust, investment trust, limited partnership or general partnership) which is advised by, or the assets of which are managed (whether solely or jointly with others) from time to time by the same person as advises or manages any fund invested (directly or indirectly) in that Shareholder; or

(v) any other fund or company (including, without limitation, any unit trust, investment trust, limited partnership or general partnership) of which that Shareholder (or any fund invested (directly or indirectly) in that Shareholder), or a general partner, trustee, Nominee, manager or adviser of any fund invested (directly or indirectly) in that Shareholder, is a general partner, trustee, Nominee, manager or adviser.

"Agreed Target Capex" means, for the 2010 financial year, fourteen million one hundred thousand euro (€14,100,000), and for every other relevant financial year, means the Excess Capex as set out in the table in Article 38 below.

"Aggregate Return Amount" means five hundred and forty million euro (€540,000,000), or such greater or lesser amount following adjustment in accordance with Article 32.

"Articles of Incorporation" means these articles governing the Company.

"Asset Sale Exit Event" means a sale (whether by one or several transactions) of 75 per cent or more of the assets of the Group (measured by reference to EBITDA generation at the date of adoption of these Articles of Incorporation) to a party other than a member of the Group.

"Associated Company" means, in relation to a person, any holding company, subsidiary or subsidiary undertaking or any other subsidiaries or subsidiary undertakings of any such holding company, in each case of such person.

"Audit Committee" has the meaning given to it in Article 13.3.1.

"Audited Accounts" means the report and audited accounts of the Company and of any Group Company and the audited consolidated accounts of the Group (if any) for the relevant Financial Year.

"Auditors" means such firm which is appointed as auditor of the Company from time to time.

"B Director" has the meaning given to it in Article 11.2.

"B Redemption Amount" means:

(i) if the Enterprise Value at the B Redemption Date exceeds the Enterprise Value Threshold, the sum of the Cumulative EBITDA Target Amount per Class B Redeemable Share and the Final Year EBITDA Target Amount per Class B Redeemable Share; or

(ii) in all other cases, the nominal value of such Share.

"B Redemption Date" means the earliest of:

(i) the soonest practicable date after Accounts being finalised for the quarter ending on 31 December 2013;

(ii) the date of an Asset Sale Exit Event;

(iii) the date of a Share Sale Exit Event that does not trigger either a requirement for an Exit Tag Offer or an ability to trigger an Exit Drag Along;

(iv) the date of an IPO Exit Event; or

(v) at the election of the Company, the date of any IPO that is not an IPO Exit Event.

"B Shareholder" means a holder of B Shares.

"B Shares" means the Class B Ordinary Shares and the Preference Shares.

"Board of Directors" or "Board" means the board of directors of the Company or an authorised committee of the Board.

"Board Reserved Matters" has the meaning set out in Article 14.6.

"Board Super Majority" and "Board Super Majority Matters" has the meaning set out in Article 14.7.

"Budget" means the budget for the Group approved or amended from time to time by the Board as a Board Super Majority Matter.

"Business" means the business carried on by the Group from time to time.

"Business Day" means a day which is not a Saturday or Sunday or a bank or public holiday in Luxembourg or the United Kingdom.

"Business Plan" means the business plan for the Group at the date of adoption of these Articles of Incorporation, as amended from time to time in accordance with any shareholders agreement to which the Company may be a party from time to time

"C Redemption Amount" means:

(i) if the Enterprise Value at the C Redemption Date exceeds the Enterprise Value Threshold, one thousand euro (€1,000) per Class C Redeemable Share; or

(ii) in all other cases, the nominal value of such Share.

"C Redemption Date" means the earliest of:

(i) the soonest practicable date after Accounts being finalised for a Quarter ending on or after 31 December 2013 where such Accounts show aggregate EBITDA for that Quarter together with EBITDA for the three immediately preceding Quarters greater than the EBITDA Threshold;

(ii) the date of an Asset Sale Exit Event;

(iii) the date of a Share Sale Exit Event that does not trigger either a requirement for an Exit Tag Offer or an ability to trigger an Exit Drag Along;

(iv) the date of an IPO Exit Event; and

(v) at the election of the Company, the date of any IPO that is not an IPO Exit Event.

"CEO" means the chief executive officer of the Company from time to time.

"CFO" means the chief financial officer of the Company from time to time.

"Chairman" means the Chairman of the Board from time to time.

"Class A Ordinary Shareholder" means a holder of Class A Ordinary Shares.

"Class A Ordinary Shares" means the Class A ordinary shares of €0.01 each in the share capital of the Company.

"Class A Redeemable Shares" means the class A redeemable shares of €0.01 each in the share capital of the Company.

"Class B Ordinary Shareholder" means a holder of Class B Ordinary Shares.

"Class B Ordinary Shares" means the Class B ordinary shares of €0.01 each in the share capital of the Company.

"Class B Redeemable Shares" means the class B redeemable shares of €0.01 each in the share capital of the Company.

"Class C Ordinary Shareholder" means a holder of Class C Ordinary Shares.

"Class C Ordinary Shares" means the Class C ordinary shares of €0.01 each in the share capital of the Company.

"Class C Redeemable Shares" means the class C redeemable Shares of €0.01 each in the share capital of the Company.

"Class D Redeemable Shares" means the class D redeemable shares of €0.01 each in the share capital of the Company.

"Company" means the société anonyme established under these Articles of Incorporation.

"Compulsory Sale Completion Date" has the meaning given in Article 10.

"Compulsory Sale Notice" has the meaning given in Article 10.

"Compulsory Sale Price" has the meaning given in Article 10.

"Compulsory Seller" has the meaning given in Article 10.

"Control" means, in relation to any person, where a person (or Persons Acting In Concert) has direct or indirect control (1) of the affairs of that Shareholder, or (2) over more than 50 per cent of the total voting rights conferred by all the issued shares in the capital of that person which are ordinarily exercisable in general meeting or (3) of a majority of the board of directors of a Shareholder (in each case whether pursuant to relevant constitutional documents, contract or otherwise) and "Controlled" shall be construed accordingly.

"Cumulative EBITDA Target Amount" means:

(i) where aggregate EBITDA for all Quarters from and including that commencing on 1 January 2010 to the last complete Quarter prior to the B Redemption Date is less than 90 per cent of Cumulative Target EBITDA for that period, €0.005 per share; or

(ii) where aggregate EBITDA for all Quarters from and including that commencing on 1 January 2010 to the last complete Quarter prior to the B Redemption Date is greater than or equal to 90 per cent of Cumulative Target EBITDA for that period, but less than 100 per cent of Cumulative Target EBITDA for that period, a pro tanto amount of between €0 per share and €600 per share according to where aggregate EBITDA for that period falls between amounts equal to 90 per cent and 100 per cent of the Cumulative Target EBITDA for that period; or

(iii) where aggregate EBITDA for all Quarters from and including that commencing on 1 January 2010 to the last complete Quarter prior to the B Redemption Date is greater than or equal to 100 per cent of Cumulative Target EBITDA for that period, but less than 120 per cent of Cumulative Target EBITDA for that period, a pro tanto amount of between €600 per share and €900 per share according to where aggregate EBITDA for that period falls between amounts equal to 100 per cent and 120 per cent of the Cumulative Target EBITDA for that period; or

(iv) where aggregate EBITDA for all Quarters from and including that commencing on 1 January 2010 to the last complete Quarter prior to the B Redemption Date is greater than or equal to 120 per cent of Cumulative Target EBITDA for that period, €900 per share;

provided that if the B Redemption Date is set by reference to paragraph (ii), (iii), (iv) or (v) of the definition thereof, the Cumulative EBITDA Target Amount shall be reduced pro rata temporis according to the number of completed Quarters between 1 January 2010 and 21 December 2013.

"Cumulative Target EBITDA" means at the relevant Quarter-end, the Cumulative Target EBITDA as set out in the table in Article 37 below, or such greater or lesser amount following adjustment in accordance with Article 8.5.

"D Redemption Amount" means:

(i) if the D Redemption Date is set by reference to paragraph (i) of the definition thereof and Enterprise Value at the D Redemption Date exceeds the Enterprise Value Threshold, one thousand euro (€1,000) per Class D Redeemable Share; or

(ii) if the D Redemption Date is set by reference to paragraph (ii), (iii), (iv) or (v) of the definition thereof and Enterprise Value at the D Redemption Date exceeds the Enterprise Value Super Threshold, one thousand euro (€1,000) per Class D Redeemable Share; or

(iii) in all other cases, the nominal value of such Share.

"D Redemption Date" means the earliest of:

(i) the soonest practicable date after Accounts being finalised for a Quarter ending on or after 31 December 2013 where such Accounts show aggregate EBITDA for that Quarter together with EBITDA for the three immediately preceding Quarters greater than the EBITDA Super Threshold;

(ii) the date of an Asset Sale Exit Event;

(iii) the date of a Share Sale Exit Event that does not trigger either a requirement for an Exit Tag Offer or an ability to trigger an Exit Drag Along;

(iv) the date of an IPO Exit Event; and

(v) at the election of the Company, the date of any IPO that is not an IPO Exit Event.

"Director" means any director of the Company appointed in accordance with these Articles of Incorporation.

"Disposal" means any disposal (or series of connected disposals) of an interest in a business that forms part of the assets of the Group, whether by the sale of shares in a subsidiary or otherwise, where the consideration paid by the purchaser, together the value of any debt assumed (such consideration and debt being aggregated in the case of a series of connected disposals), exceeds one million euro (€1,000,000) (with non-cash consideration being valued at Fair Market Value).

"EBITDA" means for any Quarter and without double counting, means consolidated profits of DSI International S.à.r.l. and its subsidiary undertakings from ordinary activities before taxation:

(a) before taking into account any interest, accrued interest, commission, fees, discounts and other finance payments incurred or payable or owed to any member of the Group in respect of financial indebtedness;

(b) after deducting the amount of any profit of any member of the Group which is attributable to minority interests or the interests of any shareholder of or, as the case may be, partner in such member of the Group which is not a member of the Group;

(c) before taking into account any unrealised exchange gains and losses (including those arising on translation of currency debt);

(d) before taking into account any gain or loss arising from an upward or downward revaluation of any asset or on the disposal of an asset;

- plus any loss on any one-off or non-recurring items;

- less any gain on any one-off or non-recurring items;

(e) before deducting restructuring costs that are incurred in connection with the financial restructuring of the Group on or around the date of adoption of these Articles of Incorporation, as agreed between the Company and the relevant facility agent in relation to such restructuring;

(f) before deducting any fees, costs and expenses and Tax incurred by the Group in connection with the negotiation, preparation, execution, notarisation and registration of the finance documents entered into by the Group and of the financial restructuring of the Group (in each case on or around the date of adoption of these Articles of Incorporation) and otherwise in connection therewith including interest hedging costs and hedging costs incurred by way of one-off payments;

(g) before deducting expenses relating to pensions including service costs and pension interest costs but after deducting cash pension costs in the relevant period;

(h) plus any fees, costs or charges of a non-recurring nature related to any equity offering, investments, acquisitions or financial indebtedness (whether or not successful);

(i) plus any management, monitoring or advisory fees paid to the Company's Shareholders or their Associated Companies, Affiliates or nominated Directors;

(j) before taking into account any gain accrued from any purchase of financial indebtedness at less than full face value;

(k) plus the consolidated depreciation and amortisation and any impairment costs of the Group; and

(l) before deducting expenses, costs, accruals or charges incurred for the purpose of redemption of the Redeemable Shares or paying cash bonuses to Senior Management under long-term incentivisation arrangements (excluding annual cash bonus plans),

in each case, to the extent added, deducted or taken into account, as the case may be, for the purposes of determining profits of the Group from ordinary activities before taxation (each as defined by reference to the Audited Accounts or the Accounts (as the case may be)).

"EBITDA Profile" means, in relation to Excess Capex, an Acquisition or a Disposal, the projected quarterly EBITDA generation of the business or asset involved in the relevant Excess Capex, Acquisition or Disposal.

"EBITDA Super Threshold" means seventy-five million euro (€75,000,000), or such greater or lesser amount following adjustment in accordance with Article 8.5.

"EBITDA Threshold" means seventy million euro (€70,000,000), or such greater or lesser amount following adjustment in accordance with Article 8.5.

"Encumbrance" means any claim, charge, mortgage, lien, option, equity, power of sale, hypothecation, usufruct, retention of title, right of preemption, right of first refusal or other third party rights or security interest of any kind or an agreement, arrangement or obligation to create any of the foregoing.

"Enterprise Value" means.

(i) in the case of a Share Sale Exit Event, the aggregate amount of (a) the value of all the Ordinary Shares and Preference Shares implied by such sale (with non-cash consideration being valued at Fair Market Value), (b) the total amount, if any, of the financial indebtedness of the Group repaid on the occurrence of the Share Sale Exit Event, (c) the amount, if any, paid by the purchaser of the Shares the sale of which triggered the Share Sale Exit Event (or any of its Associated Companies or Affiliates, together being the "Relevant Purchasers") to acquire any financial indebtedness of the Group as part of the transaction that triggered the Share Sale Exit Event (with non-cash consideration being valued at Fair Market Value), (d) the Fair Market Value of (I) any net financial indebtedness of the Group in place prior to the Share Sale Exit Event remaining in place following the Share Sale Exit Event, less (II) any such indebtedness acquired by the Relevant Purchasers as referred to in (c) above, and (e) the total amount of the transaction costs incurred by the Group in connection with the transaction triggering the Share Sale Exit Event; or

(ii) in the case of an IPO Exit Event or any other IPO where the Company exercises its option to redeem Redeemable Shares, the aggregate amount of (a) the value of the ordinary share capital of the Company immediately following the IPO that is implied by the price of such shares upon commencement of trading of such shares, (b) the amount of any net financial indebtedness of the Group immediately following the IPO, and (c) the total amount of the transaction costs incurred by the Group in connection with the IPO; or

(iii) in all other cases, including an Asset Sale Exit Event, the aggregate amount of (i) the Open Market Value at the relevant Redemption Date, and (ii) the aggregate transaction costs incurred by the Group in connection with sales of Group Companies or businesses at any time after the date of adoption of these Articles of Incorporation and prior to the relevant Redemption Date.

"Enterprise Value Super Threshold" means four hundred million euro (€400,000,000), or such greater or lesser amount following adjustment in accordance with Article 8.5.

"Enterprise Value Threshold" means three hundred and fifty million euro (€350,000,000), or such greater or lesser amount following adjustment in accordance with Article 8.5.

"Excess Capex" means capital expenditure of the Group (being either a single item of expenditure or a series of related items of expenditure), that exceeds the Agreed Target Capex, provided that: (i) such excess shall only be Excess Capex to the extent that it, together with all other Excess Capex during the same period, exceeds the Net Swept Cash available from the previous financial year, and (ii) that no such excess shall be taken into account unless, after the application of (i), such excess remains of an amount (a series of related items of expenditure being aggregated for these purposes) exceeding one million euro (€1,000,000).

"Exit Drag Along" means the compulsory purchase procedure set out in Article 10.3.

"Exit Event" means any of an Asset Sale Exit Event, IPO Exit Event or Share Sale Exit Event;

"Exit Tag Closing Date" has the meaning given in Article 10.

"Exit Tag Notice" has the meaning given in Article 10.

"Exit Tag Offer" has the meaning given in Article 10.

"Exit Tag Trigger Shareholder(s)" has the meaning given in Article 10.

"Exit Tagging Shareholder" has the meaning given in Article 10.

"Fair Market Value" means the open market value of the relevant financial indebtedness or non-cash consideration (as the case may be), as may either be agreed between the Company and the Redeemable Shareholders whose Shares are

being redeemed at the relevant time or, in the absence of such agreement, as determined by a reputable international independent audit firm or corporate finance advisory firm (which may be the Company's auditors) appointed by the Company (acting as experts and not as arbitrators, and whose determination shall, save in the case of manifest error, be final and binding on the Company and the Shareholders) on the basis of an arm's length sale between a willing seller and a willing buyer who are acting knowledgeably, prudently and without compulsion.

"Final Year EBITDA Target Amount" means:

(i) where aggregate EBITDA for the four completed Quarters prior to the B Redemption Date is less than 90 per cent of Final Year Target EBITDA for that period, €0.005 per Share; or

(ii) where aggregate EBITDA for the four completed Quarters prior to the B Redemption Date is greater than or equal to 90 per cent of Final Year Target EBITDA for that period, but less than 100 per cent of Final Year Target EBITDA for that period, a pro tanto amount of between €0 per share and €400 per share according to where aggregate EBITDA for that period falls between amounts equal to 90 per cent and 100 per cent of the Final Year Target EBITDA for that period; or

(iii) where aggregate EBITDA for the four completed Quarters prior to the B Redemption Date is greater than or equal to 100 per cent of Final Year Target EBITDA for that period, but less than 120 per cent of Final Year Target EBITDA for that period, a pro tanto amount of between €400 per share and €600 per share according to where aggregate EBITDA for that period falls between amounts equal to 100 per cent and 120 per cent of the Final Year Target EBITDA for that period; or

(iv) where aggregate EBITDA for the four completed Quarters prior to the B Redemption Date is greater than or equal to 120 per cent of Final Year Target EBITDA for that period, €600 per share.

"Final Year Target EBITDA" means at the relevant Quarter-end, the Final Year Target EBITDA as set out in the table in Article 37 below, or such greater or lesser amount following adjustment in accordance with Article 8.5.

"Financial Year" means a financial year of the Company commencing on 1 January and ending on 31 December in a year or on such other dates as the Company may resolve in accordance with the Articles of Incorporation.

"Funding Decrease" means, at any time after the date of adoption of these Articles of Incorporation and prior to the relevant Redemption Date: (i) the repayment by any member of the Group of principal financial indebtedness (excluding interest, compounded or capitalised interest and rolled-up interest on "payment in kind" facilities), (ii) the reduction, redemption, repurchase or repayment by any member of the Group of any share capital, and (iii) any dividends, distributions or other returns of capital by any member of the Group to its shareholders; but excluding any such payments or returns (i) made in relation to the Redeemable Shares, (ii) made to another member of the Group, and (iii) to the extent the cash or non-cash assets so paid or returned are, for any reason, included in the calculation of Enterprise Value. To the extent any such payment or return involves non-cash assets, the Funding Decrease involved in the payment or return of such assets shall be by an amount equal to the Fair Market Value of such assets.

"Funding Increase" means, at any time after the date of adoption of these Articles of Incorporation and prior to the relevant Redemption Date: (i) the incurrence by any member of the Group of principal financial indebtedness (excluding interest, compounded or capitalised interest and rolled-up interest on "payment in kind" facilities), and (ii) the issue of additional securities or any other form of capital increase by any member of the Group; but excluding any such indebtedness incurred to, or any such capital increase in favour of, any other member of the Group. To the extent that any such increase in financial indebtedness or capitalisation involves non-cash assets, the Funding Increase involved in such additional indebtedness or capitalisation shall be by an amount equal to the Fair Market Value of such assets.

"Group" means the Company and any Group Companies from time to time.

"Group Company" means a subsidiary or subsidiary undertaking of the Company.

"Group Debt Leverage" means the total debt leverage of the Group, measured on a monthly basis as the net financial indebtedness of the Group at month-end divided by the rolling 12 month EBITDA.

"IPO" means the admission of all or any part of the ordinary share capital or depository receipts (or equivalent) representing ordinary shares, of the Company to a major internationally recognised stock exchange.

"IPO Exit Event" means an IPO that leads to the persons who are Class A Ordinary Shareholders at the date of adoption of these Articles of Incorporation, together with their respective Associated Companies and Affiliates, holding less than 50 per cent of the Ordinary Shares.

"Laws" means the laws and regulations of Luxembourg and any other laws and regulations for the time being in force applicable to any member of the Group or any Shareholder or their Associated Companies (as appropriate) including, where applicable, the rules of any stock exchange on which the securities of a Shareholder or its Associated Companies are listed or other governmental or regulatory body to which a Shareholder or its Associated Companies are subject.

"Legal Reserve" has the meaning given to it under Article 32.

"Lock-up Period" means the six-month period following the date of adoption of these Articles of Incorporation.

"Net Swept Cash" means, in respect of each financial year, the cash generated by the Group during such financial year (which amount shall be €0 for any financial year prior to the financial year in which these Articles of Incorporation were adopted), as evidenced in the Accounts, net of (i) cash utilised to repay financial indebtedness or interest thereon under "cash-sweep" provisions in the relevant facility agreements.

"New Luxco 2" means Bolt 2 S.A., a Societe Anonyme incorporated in Luxembourg, whose registered office is at 46A, Avenue J.F. Kennedy, L-1855 Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B-151272;

"Nominee" means in respect of any person, a nominee or a custodian or similar representative (under the laws of any jurisdiction) of that person.

"Observer" means any Board observer appointed pursuant to Article 14.4.

"Open Market Value" means the open market enterprise value of the Group on a debt-free cash-free basis, as may either be agreed between the Company and the Redeemable Shareholders whose Shares are being redeemed at the relevant time or, in the absence of such agreement, as determined by a reputable international independent audit firm or corporate finance advisory firm (which may be the Company's auditors) appointed by the Company (acting as experts and not as arbitrators, and whose determination shall, save in the case of manifest error, be final and binding on the Company and the holders of Redeemable Shares):

- (i) net of any amounts payable on redemption of Redeemable Shares;
- (ii) on the basis of an arm's length sale between a willing seller and a willing buyer who are acting knowledgeably, prudently and without compulsion;
- (iii) if the Group is then carrying on business as a going concern, on the assumption that it will continue to do so; and
- (iv) on the basis that the Ordinary Shares are capable of being transferred without restriction.

"Ordinary Shares" means the Class A Ordinary Shares, the Class B Ordinary Shares and the Class C Ordinary Shares.

"Ordinary Shareholder" means a holder of Class A Ordinary Shares, Class B Ordinary Shares or Class C Ordinary Shares, and "Ordinary Shareholders" means all of them, in each case from time to time.

"Persons Acting In Concert", in relation to a Shareholder, are persons which actively co-operate, pursuant to an agreement or understanding (whether formal or informal), with a view to obtaining or consolidating Control of that Shareholder.

"Preference Shares" means the preference shares of €0.01 each in the share capital of the Company.

"Proportionate Tag Closing Date" has the meaning given to it in Article 10.

"Proportionate Tag Notice" has the meaning given to it in Article 10.

"Proportionate Tag Offer" has the meaning given to it in Article 10.

"Proportionate Tag Shares" has the meaning given to it in Article 10.

"Proportionate Tagging Shareholder" has the meaning given to it in Article 10.

"Proportionate Tag Trigger Shareholder(s)" has the meaning given to it in Article 10.

"Qualifying Persons" means, in relation to a person, such person's spouse, dependents and superannuation funds or any other person or entity that is approved by the Remuneration Committee.

"Quarter" means a three-month period ending on 31 March, 30 June, 30 September or 31 December in any year.

"Redeemable Shareholder" means a holder of Redeemable Shares.

"Redeemable Shares" means the Class A Redeemable Shares, the Class B Redeemable Shares, the Class C Redeemable Shares and the Class D Redeemable Shares.

"Redemption Date" means an A Redemption Date, B Redemption Date, C Redemption Date or D Redemption Date, as the case may be.

"RemCom Reserved Matters" has the meaning given to it in Article 13.3.2.

"RemCom Super Majority Matters" has the meaning given to it in Article 13.3.2.

"Remuneration Committee" has the meaning given to it in Article 13.3.2.

"Secretary" means the Secretary of the Board of Directors from time to time.

"Sell", in the context of Shares or any interest in Shares, means any of the following: (a) sell, assign, transfer or otherwise dispose of, or grant any option over, any Shares or any interest in Shares; (b) create or permit to subsist any Encumbrance over Shares or any interest in Shares; (c) enter into any agreement in respect of the votes or any other rights attached to any Shares; or (d) renounce or assign any right to receive any Shares or any interest in Shares.

"Senior Management" means the CEO and the CFO and such other persons determined by the Remuneration Committee to be part of "Senior Management" from time to time.

"Share Sale Exit Event" means the Class A Ordinary Shareholders at the date of adoption of these Articles of Incorporation, or such persons together with their respective Associated Companies and Affiliates, disposing (whether by one or more transactions) of 75 per cent or more of the Class A Ordinary Shares.

"Shareholders" means the holders from time to time of Shares.

"Shares" means the Ordinary Shares, the Redeemable Shares and the Preference Shares.

"Tax" means all forms of taxation and statutory, governmental, state, provincial, local governmental or municipal impositions, duties, contributions and levies, in each case anywhere in the world and all penalties, charges, costs and interest relating thereto.

"Transferor" has the meaning set out in Article 9.

"Treasury Policy" means the Company's treasury policy at the date of adoption of these Articles of Incorporation and as amended from time to time thereafter.

"VAT" means within the European Union such Tax as may be levied in accordance with (but subject to derogations from) Council Directive 2006/112/EC and outside the European Union any Tax levied by reference to

Chapter IX. Financial targets

37. EBITDA Quarterly Targets Table.

in EUR	Quarter ending 31 March 2010	Quarter ending 30 June 2010	Quarter ending 30 September 2010	Quarter ending 31 December 2010	Quarter ending 31 March 2011	Quarter ending 30 June 2011	Quarter ending 30 September 2011	Quarter ending 31 December 2011
Annual base case EBIT-DA				51.8				59.5
Seasonality profile	18.1%	26.3%	32.2%	23.4%	18.7%	26.2%	31.6%	23.5%
Quarterly base case EBITDA	9.4	13.6	16.7	12.1	11.1	15.6	18.8	14.0
Cumulative Target EBITDA for the cumulative period ending at the relevant Quarter end	9.4	23.0	39.7	51.8	62.9	78.6	97.3	111.3
Cumulative performance -10%	8.5	20.7	35.7	46.6	56.6	70.7	87.6	100.2
-5%	8.9	21.9	37.7	49.2	59.8	74.6	92.5	105.8
0%	9.4	23.0	39.7	51.8	62.9	78.6	97.3	111.3
10%	10.3	25.3	43.7	57.0	69.2	86.4	107.1	122.5
20%	11.3	27.6	47.6	62.2	75.5	94.3	116.8	133.6
Final year Target EBIT-DA for the 12 month period ending at the relevant Quarter end	9.4	23.0	39.7	51.8	53.6	55.5	57.7	59.5
Exit LTM performance -10%	8.5	20.7	35.7	46.6	48.2	50.0	51.9	53.6
-5%	8.9	21.9	37.7	49.2	50.9	52.8	54.8	56.6
0%	9.4	23.0	39.7	51.8	53.6	55.5	57.7	59.5
10%	10.3	25.3	43.7	57.0	58.9	61.1	63.4	65.5
20%	11.3	27.6	47.6	62.2	64.3	66.6	69.2	71.5
in EUR	Quarter ending 31 March 2012	Quarter ending 30 June 2012	Quarter ending 30 September 2012	Quarter ending 31 December 2012	Quarter ending 31 March 2013	Quarter ending 30 June 2013	Quarter ending 30 September 2013	Quarter ending 31 December 2013
Annual base case EBIT-DA				68.8				79.1
Seasonality profile	19.1%	26.2%	31.1%	23.6%	19.5%	26.1%	30.7%	23.7%
Quarterly base case EBITDA	13.1	18.0	21.4	16.2	15.4	20.6	24.3	18.7
Cumulative Target EBITDA for the cumulative period ending at the relevant Quarter end	124.5	142.5	163.9	180.1	195.5	216.1	240.5	259.2
Cumulative performance -10%	112.0	128.2	147.5	162.1	176.6	194.5	216.4	233.3
-5%	118.3	135.4	155.7	171.1	185.7	205.3	228.4	246.2
0%	124.5	142.5	163.9	180.1	195.5	216.1	240.5	259.2
10%	136.9	156.7	180.3	198.1	215.1	237.8	264.5	285.1

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20%	149.4	171.0	196.7	216.1	234.6	259.4	288.5	311.0
Final year Target EBIT-DA for the 12 month period ending at the relevant Quarter end	61.5	63.9	66.5	68.8	71.0	73.7	76.6	79.1
Exit LTM performance								
-10%	55.4	57.5	59.9	61.9	63.9	66.3	68.9	71.2
-5%	58.5	60.7	63.2	65.3	67.5	70.0	72.7	75.1
0%	61.5	63.9	66.5	68.8	71.0	73.7	76.6	79.1
10%	67.7	70.3	73.2	75.6	78.1	81.0	84.2	87.0
20%	73.9	76.7	79.8	82.5	85.2	88.4	91.9	94.9

38 Agreed Target Capex Table.

Financial year	Agreed Target Capex (euro)
2011	8,500,000
2012	9,600,000
2013	10,100,000
2014	10,100,000
2015	10,100,000

Seventh resolution

The general meeting resolved to acknowledge the resignation of Mr Patrick van Denzen, Mr Martinus C.J. Weijermans, and Mr Robert van't Hoeft as directors of the Company with immediate effect on 9 April 2010 and resolved to grant full discharge to each of them for the performance of their duties as far as legally possible and to resolve again on the said discharges at the time the general meeting of shareholders of the Company will approve the annual accounts as at 31 December 2010.

The general meeting further resolved to appoint the following persons, as directors of the Company, such appointments to be effective as from 9 April 2010 and for a period ending on the general meeting of shareholders approving the annual account for the year 2010:

- Alan Bate, residing professionally at Kingsdown, Castle Hill, Farnham, Surrey, GU9 0AD, United Kingdom;
- Gregor Hilverkus, residing at 94 Bahnhofstrasse, CH-8001 Zurich, Switzerland;
- Nick Moses, residing at The Haven, Mappleton, Ashbourne, DE6 2AB, United Kingdom;
- Matthew Turner, residing at 75 Blenheim Crescent, London, W11 2EG, United Kingdom;
- Martinus C.J. Weijermans, residing at 46 A, avenue John F. Kennedy, L-1855 Luxembourg;
- Robert Graham, residing at 14 Stevenage Road, Knebworth, Hertfordshire, SG3 6AW, United Kingdom; and
- David Heppell, residing at 34 Quoitings Drive, Marlow, Bucks, SL7 2PE, United Kingdom.

There being no other business on the agenda, the meeting was adjourned at 11.20 p.m.

Expenses

The expenses, costs, fees and charges which shall be borne by the Company as a result of the aforesaid capital increase are estimated at two thousand five hundred euro (EUR 2,500.-).

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

Whereas, the present deed was drawn up in Luxembourg, on the date named at the beginning of this deed.

The deed having been read to the appearing persons, who are known by the notary by their surname, first name, civil status and residence, the said persons signed together with Us, notary, this original deed.

Suit la traduction française du texte qui précède:

(N.B. Pour des raisons techniques, ladite version française est publiée au Mémorial C-N° 1186 du 7 juin 2010 .)

Signé: M. Loesch, S. Gurel, C. Monnier, DELOSCH.

Enregistré à Redange/Attert, le 19 avril 2010. Relation: RED/2010/484. Reçu soixante-quinze (75.-) euros

Le Receveur (signé): KIRSCH.

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

Rambrouch, le 27 avril 2010.

Référence de publication: 2010059375/1708.

(100059680) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 avril 2010.