

# MEMORIAL

Journal Officiel  
du Grand-Duché de  
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° 2940

1<sup>er</sup> décembre 2011

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**EMRT European Metal Resources Trading S.à r.l. et Cie, S.e.c.s., Société en Commandite simple.**

Siège social: L-2310 Luxembourg, 52, avenue Pasteur.

R.C.S. Luxembourg B 133.720.

Les comptes annuels au 31 décembre 2010 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: 2011145993/9.

(110169816) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

**Hottinger Financial S.A., Société Anonyme.**

Siège social: L-1931 Luxembourg, 13-15, avenue de la Liberté.

R.C.S. Luxembourg B 82.359.

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

1<sup>er</sup> dépôt le 2 septembre 2009, numéro de dépôt L090137814.04

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

Luxembourg, le 20 octobre 2011.

Signature

*Un mandataire*

Référence de publication: 2011146067/14.

(110169595) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

**EMRT European Metal Resources Trading S.à r.l., Société à responsabilité limitée.**

Siège social: L-2310 Luxembourg, 52, avenue Pasteur.

R.C.S. Luxembourg B 133.994.

Les comptes annuels au 31 décembre 2010 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: 2011145994/9.

(110169817) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

**Escamuva S.à r.l., Société à responsabilité limitée.**

Siège social: L-2427 Luxembourg, 20, rue du Rham.

R.C.S. Luxembourg B 98.761.

Les comptes annuels au 31/12/2010 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: 2011145996/10.

(110169760) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

**Eurinvest, Société à responsabilité limitée.**

Siège social: L-1313 Luxembourg, 14, rue des Capucins.

R.C.S. Luxembourg B 112.452.

Le bilan au 31 décembre 2010 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.

Renaud Vercouter

*Gérant*

Référence de publication: 2011145998/12.

(110169740) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

**Euronimbus S.A., Société Anonyme.**

Siège social: L-3844 Schifflange, Zone Industrielle Lëtzebuerger Heck.  
R.C.S. Luxembourg B 58.075.

Le bilan au 31 décembre 2010 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.  
A Luxembourg, le 25 octobre 2011.  
Référence de publication: 2011145999/10.  
(110169837) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Fisch & Geflügel - Welfrange, Société à responsabilité limitée.**

Siège social: L-5698 Welfrange, 17, rue de Remich.  
R.C.S. Luxembourg B 38.310.

Les comptes annuels au 31.12.2010 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.

FIDUCIAIRE ROLAND KOHN  
259 ROUTE D'ESCH  
L-1471 LUXEMBOURG  
Signature

Référence de publication: 2011146016/13.  
(110169764) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**European Education Holdings S.à.r.l., Société à responsabilité limitée.**

Siège social: L-1653 Luxembourg, 2, avenue Charles de Gaulle.  
R.C.S. Luxembourg B 125.331.

**EXTRAIT**

Il résulte de l'Assemblée Générale des Associés du 24 octobre 2011 que la Société a décidé:

- 1) d'accepter la démission, avec effet immédiat, de M. Michael Black, gérant de société, né le 13 mars 1968 à Aldershot, Royaume-Uni, demeurant à 48 Sheffield Terrace, W8 7NA Londres, de son mandat de gérant de la Société;
- 2) de nommer KPMG Audit S.a r.l., ayant son siège social à 9, Allée Scheffer, L-2520 Luxembourg, Grand-Duché de Luxembourg, en tant que personne chargée du contrôle des comptes annuels et des comptes consolidés ("réviseur d'entreprises agréé"), jusqu'à l'approbation des comptes annuels et des comptes consolidés au 31 décembre 2011.

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

Luxembourg, le 24 octobre 2011.

*Pour la Société*  
Jana Oleksy  
Gérante

Référence de publication: 2011146000/19.  
(110169328) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**European Mobile Communications S.A., Société Anonyme.**

Siège social: L-2449 Luxembourg, 25C, boulevard Royal.  
R.C.S. Luxembourg B 50.145.

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

Junglinster, le 25 octobre 2011.  
Pour copie conforme

Référence de publication: 2011146002/11.  
(110169974) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**International Hotel Licensing Company S.à r.l., Société à responsabilité limitée.**

**Capital social: USD 153.340.000,00.**

Siège social: L-2124 Luxembourg, 102, rue des Maraîchers.

R.C.S. Luxembourg B 67.136.

—  
*Extrait de la résolution de l'associé unique de la Société en date du 25 octobre 2011*

En date du 25 octobre 2011, l'associé unique de la Société a pris les résolutions suivantes:

D'accepter la démission des personnes suivantes:

- M. David CHAIKIN en tant que gérant de classe A avec effet au 21 octobre 2011.

Depuis cette date le conseil de gérance de la Société se compose des personnes suivantes:

*Gérant de classe A:*

M. Marc BOLE

Mlle Irene DIEGO TEJEDOR

*Gérant de class B:*

M. Michel MISEREZ

M. Reiner SACHAU

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

Luxembourg, le 24 octobre 2011.

Marriott International Holding Company B.V./S.à r.l.

Référence de publication: 2011146105/22.

(110169304) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**European Solar Opportunities II, Société à responsabilité limitée.**

**Capital social: EUR 12.500,00.**

Siège social: L-1116 Luxembourg, 6, rue Adolphe.

R.C.S. Luxembourg B 127.914.

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Les comptes annuels au 31 décembre 2010 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: 2011146004/10.

(110169965) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Fidji Luxembourg (BC), Société à responsabilité limitée.**

**Capital social: EUR 25.000,00.**

Siège social: L-5365 Munsbach, 9A, rue Gabriel Lippmann.

R.C.S. Luxembourg B 110.918.

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Lors de la résolution en date du 08 aout 2011, l'associe unique a décidé de confirmer le mandat de réviseur d'entreprise suivant:

PriceWaterhouseCoopers, avec siège social au 400, Route d' Esch, L-1471, Luxembourg

pour une période venant a l'échéance lors de l'assemblée générale ordinaire statuant sur les comptes de l'exercice social se clôturant au 31 décembre 2011 et qui se tiendra en 2012.

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

Luxembourg, le 24 octobre 2011.

Référence de publication: 2011146006/15.

(110169290) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Fintech Cable Holdings S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 1.702.815,00.**

Siège social: L-1882 Luxembourg, 5, rue Guillaume Kroll.  
R.C.S. Luxembourg B 151.249.

Les comptes annuels pour la période du 4 février 2010 (date de constitution) au 31 décembre 2010 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 19 octobre 2011.

Référence de publication: 2011146008/11.

(110169437) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Nycomed Luxco, Société Anonyme.**

Siège social: L-1471 Luxembourg, 412F, route d'Esch.  
R.C.S. Luxembourg B 122.510.

Les comptes annuels au 31 décembre 2010 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: 2011146009/9.

(110169678) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Far Sud S.A., Société Anonyme.**

Siège social: L-2128 Luxembourg, 22, rue Marie-Adélaïde.  
R.C.S. Luxembourg B 87.081.

Par la présente, Madame Tina CARDOSO démissionne de son mandat d'administrateur de la société anonyme FAR SUD S.A. et ce, avec effet immédiat.

Luxembourg, le 21 octobre 2011.

T. CARDOSO

Signature

Référence de publication: 2011146011/12.

(110169894) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Luxury Holding of Luxembourg S.à r.l., Société à responsabilité limitée.**

**Capital social: USD 20.000,00.**

Siège social: L-2124 Luxembourg, 102, rue des Maraîchers.  
R.C.S. Luxembourg B 156.650.

*Extrait de la résolution de l'associé unique de la Société en date du 25 octobre 2011*

En date du 25 octobre 2011, l'associé unique de la Société a pris les résolutions suivantes:

D'accepter la démission des personnes suivantes:

- M. David CHAIKIN en tant que gérant de classe A avec effet au 21 octobre 2011.

Depuis cette date le conseil de gérance de la Société se compose des personnes suivantes:

*Gérant de classe A:*

M. Marc BOLE

Mlle Irene DIEGO TEJEDOR

*Gérant de class B:*

M. Michel MISEREZ

M. Reiner SACHAU

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

Luxembourg, le 24 octobre 2011.

Renaissance Hotels International Limited

Référence de publication: 2011146151/22.

(110169308) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Immocris Holding, Société Anonyme.**

Siège social: L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte.  
R.C.S. Luxembourg B 72.741.

*Extrait des décisions prises par l'assemblée générale ordinaire des actionnaires tenue en date du 17 octobre 2011*

1. La cooptation de Monsieur Jacques CLAEYS a été ratifiée et il a été nommé comme administrateur et président du conseil d'administration jusqu'à l'issue de l'assemblée générale statutaire de 2017.
2. La cooptation de Monsieur Sébastien ANDRE a été ratifiée et il a été nommé comme administrateur jusqu'à l'issue de l'assemblée générale statutaire de 2017.
3. Monsieur Massimo RASCHELLA a été reconduit dans son mandat d'administrateur jusqu'à l'issue de l'assemblée générale statutaire de 2017.
4. La société à responsabilité limitée COMCOLUX S.à r.l. a été reconduite dans son mandat de commissaire jusqu'à l'issue de l'assemblée générale statutaire de 2017.

Luxembourg, le 25 octobre 2011.

Pour extrait sincère et conforme

Pour *IMMOCRIS HOLDING*

Intertrust (Luxembourg) S.A.

Référence de publication: 2011146094/20.

(110169927) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

**Fashion Retail International S.A., Société Anonyme.**

Siège social: L-1882 Luxembourg, 5, rue Guillaume Kroll.  
R.C.S. Luxembourg B 143.415.

Les comptes annuels au 31 décembre 2010 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 18 octobre 2011.

Référence de publication: 2011146014/10.

(110169436) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

**Fintrade S.à r.l., Société à responsabilité limitée.**

Siège social: L-1940 Luxembourg, 370, route de Longwy.  
R.C.S. Luxembourg B 114.947.

Les comptes annuels au 31 décembre 2010 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.

STRATEGO TRUST S.A.

*Domiciliaire*

Référence de publication: 2011146015/11.

(110169981) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

**FRS Hotel Group (Lux), Société à responsabilité limitée.**

**Capital social: EUR 38.690.125,00.**

Siège social: L-2310 Luxembourg, 16, avenue Pasteur.  
R.C.S. Luxembourg B 110.245.

1. Monsieur Aidan FOLEY, gérant de type B de la Société, réside actuellement professionnellement au 37, rue d'Anvers, L-1130 Luxembourg.

2. Monsieur Michael GLENNIE, gérant de type B de la Société, réside actuellement au 7, Balz-Zimmermann-Strasse, CH-8302 Kloten.

3. Monsieur James KAPLAN, gérant de type B de la Société, réside actuellement au 250 North Bridge Road, #10-00 Raffles City Tower, Singapore 17901

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

Référence de publication: 2011146022/15.

(110169838) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

**Floropal S.A., Société Anonyme.**

Siège social: L-8366 Hagen, 18, rue Randlingen.

R.C.S. Luxembourg B 69.578.

Les comptes annuels au 31/12/2010 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.

Hagen, le 24/10/2011.

Référence de publication: 2011146018/10.

(110169684) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Foncière des Caraïbes S.A., Société Anonyme.**

Siège social: L-2453 Luxembourg, 19, rue Eugène Ruppert.

R.C.S. Luxembourg B 83.997.

Les comptes annuels au 31 décembre 2010 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.

Extrait sincère et conforme

Foncière des Caraïbes S.A.

Signature

Référence de publication: 2011146020/12.

(110169709) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**GELF Finance Two (Lux) S.à r.l., Société à responsabilité limitée,  
(anc. GELF Solar Waldlaubersheim (Lux) S.à r.l.).**

Siège social: L-1720 Luxembourg, 8, rue Heinrich Heine.

R.C.S. Luxembourg B 151.228.

Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.

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

Belvaux, le 25 octobre 2011.

Référence de publication: 2011146042/11.

(110169999) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Friture Beim Petz Sàrl, Société à responsabilité limitée.**

Siège social: L-3612 Kayl, 1A, Cité Berens.

R.C.S. Luxembourg B 152.005.

Les comptes annuels au 31/12/2010 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: 2011146021/9.

(110169990) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Gaïa Luxembourg, Société Anonyme.**

Siège social: L-2310 Luxembourg, 16, avenue Pasteur.

R.C.S. Luxembourg B 151.809.

*Dépôt rectificatif concernant le dépôt N°L110168925 déposé le 24/10/2011*

Merci de bien vouloir modifier la date de nomination de l'administrateur de type A Philippe Salpetier comme suit:

19 septembre 2011 18 octobre 2011.

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

Luxembourg, le 25.10.2011.

Référence de publication: 2011146024/13.

(110169538) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Immobilière Schmoilchesknupp S.A., Société Anonyme.**

Siège social: L-7535 Mersch, 12, rue de la Gare.

R.C.S. Luxembourg B 39.139.

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RECTIFICATIF

Les documents de clôture de l'année 2008 ont été déposés au registre de commerce et des sociétés de Luxembourg.

Ces documents de clôture de l'année 2008 remplacent les documents déposés le 02.07.2009 au Registre de Commerce et des Sociétés sous le n° L090096952.04

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

Mersch.

Pour *IMMOBILIERE SCHMOILCHESKNUPP S.A.*

AREND CONSULT S.A R.L.

Mersch

Signature

Référence de publication: 2011146092/17.

(110169868) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Gaillon Blocker S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 12.500,00.**

Siège social: L-2522 Luxembourg, 12, rue Guillaume Schneider.

R.C.S. Luxembourg B 140.032.

—  
Par résolutions signées en date du 4 octobre 2011 les associés ont pris les décisions suivantes:

1. Nomination de David Richy, avec adresse au 12, Rue Guillaume Schneider, L-2522 Luxembourg au mandat de gérant, avec effet immédiat et pour une durée indéterminée

2. Acceptation de la démission de Benoit Chéron, avec adresse au 12, Rue Guillaume Schneider, L-2522 Luxembourg de son mandat de gérant, avec effet immédiat

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

Luxembourg, le 7 octobre 2011.

Référence de publication: 2011146025/15.

(110169329) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Green Light Venture Investment, Société Anonyme.**

Siège social: L-1855 Luxembourg, 35A, avenue J.F. Kennedy.

R.C.S. Luxembourg B 150.726.

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*Extrait des résolutions prises lors du conseil d'administration réuni en date du 26 juillet 2011*

L'an deux mille onze, le 26 juillet, à 12 heures 15, les administrateurs de la société Green Light Ventures Investment SA se sont réunis et ont pris, à l'unanimité des voix exprimées, la résolution suivante:

Le conseil d'Administration a décidé de transférer le siège social de la société du 9b, Boulevard Prince Henri L-1724 Luxembourg au 35A, Avenue John F. Kennedy L-1855 Luxembourg

Luxembourg, le 24 octobre 2011.

K. Reinertz.

Référence de publication: 2011146028/13.

(110169371) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Green Light Venture Investment, Société Anonyme.**

Siège social: L-1855 Luxembourg, 35A, avenue J.F. Kennedy.

R.C.S. Luxembourg B 150.726.

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*Extrait des décisions prises par l'actionnaire unique en date du 29 septembre 2011*

L'actionnaire unique décide de nommer en tant que commissaire aux comptes et ce, en remplacement de la Fiduciaire Vincent La Mendola S.à r.l. (RCS Luxembourg B 85775), la société GEFCO CONSULTING SARL ayant son siège social au 26, Boulevard Royal L-2449 Luxembourg (RCSL B 69.580). Ce mandat prendra fin lors de l'AGO tenue en 2014.

Luxembourg, le 24 octobre 2011.

Knut Reinertz.

Référence de publication: 2011146029/12.

(110169371) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

**Hottinger Financial S.A., Société Anonyme.**

Siège social: L-1931 Luxembourg, 13-15, avenue de la Liberté.

R.C.S. Luxembourg B 82.359.

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Les comptes annuels rectifiés au 31 décembre 2009 ont été déposés au registre de commerce et des sociétés de Luxembourg.

1<sup>er</sup> dépôt le 9 juillet 2010, numéro de dépôt L100101275.04

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

Luxembourg, le 20 octobre 2011.

Signature

*Un mandataire*

Référence de publication: 2011146068/14.

(110169605) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

**Institut Financier Européen S.A., Société Anonyme.**

Siège social: L-1941 Luxembourg, 241, route de Longwy.

R.C.S. Luxembourg B 38.180.

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*Extrait du procès-verbal de l'Assemblée Générale Extraordinaire tenue le 26 septembre 2011*

*Résolutions*

Toutes les résolutions suivantes ont été prises à l'unanimité:

1. L'assemblée accepte les démissions de Monsieur David KEOGH et madame Roisin DONOVAN de leur poste d'administrateur

2. L'assemblée décide de nommer en remplacement au poste d'administrateur Monsieur Pascal Hennyu demeurant professionnellement à 241, Route de Longwy L-1941 Luxembourg et Monsieur François DIFFERDANGE, demeurant professionnellement à 241, Route de Longwy L-1941 Luxembourg.

Leur mandat est ainsi attribué jusqu'à l'assemblée générale à tenir en 2014.

3. L'assemblée décide de nommer Monsieur Pascal HENNUY demeurant professionnellement à 241, Route de Longwy L-1941 au poste d'administrateur délégué.

Le mandat est ainsi attribué jusqu'à l'assemblée générale à tenir en 2014.

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

Référence de publication: 2011146103/20.

(110169854) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

**Infopartners S.A., Société Anonyme.**

Siège social: L-1466 Luxembourg, 2, rue Jean Engling.

R.C.S. Luxembourg B 17.719.

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Il résulte des résolutions du 11 octobre 2011 de l'actionnaire unique de la Société qu'il a décidé:

- d'accepter la démission de Monsieur Patrick Rooney de son poste d'administrateur et administrateur délégué de la Société, avec effet immédiat,

- de nommer Monsieur Frédéric Baeke, directeur commercial, né le 13 juillet 1970 à Bruxelles, demeurant en Belgique, rue d'Enfer 6, 1315 Gimes, en tant qu'administrateur de la société. Son mandat prendra fin lors de l'assemblée générale de 2014,

- de prolonger le mandat d'administrateur de Monsieur Stéphane Broussaud jusqu'à l'assemblée générale de 2014.

Pour extrait conforme

Pour la société

Un mandataire

Référence de publication: 2011146096/17.

(110169973) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Galatee Management S.A., Société Anonyme.**

Siège social: L-1118 Luxembourg, 23, rue Aldringen.

R.C.S. Luxembourg B 37.027.

Les comptes annuels au 31 décembre 2010 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: 2011146033/10.

(110169270) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Real Estate Engineering and Development S.A., Société Anonyme.**

Siège social: L-1116 Luxembourg, 6, rue Adolphe.

R.C.S. Luxembourg B 97.857.

EXTRAIT

L'assemblée générale du 17 octobre 2011 a renouvelé le mandat de l'administrateur unique.

- SOCIETE MERIDIONALE DE GESTION S.A., représentée par son représentant permanent, Madame Muriel BEAU-CHAMP, veuve MERCERON, 1175, rue Bernard, Appartement 42, H2V 1V5 Montréal (Québec), Canada, enregistrée auprès du Registraire des Entreprises du Québec sous le numéro 1166956699.

Son mandat prendra fin lors de l'assemblée générale ordinaire statuant sur les comptes au 31 décembre 2011.

L'assemblée générale du 17 octobre 2011 a renouvelé le mandat du Commissaire aux comptes.

- AUDIT.LU, réviseur d'entreprises, 42, rue des Cerises, L-6113 Junglinster, R.C.S. Luxembourg B 113.620

Son mandat prendra fin lors de l'assemblée générale ordinaire statuant sur les comptes au 31 décembre 2011.

Luxembourg, le 17 octobre 2011.

Pour REAL ESTATE ENGINEERING AND DEVELOPMENT S.A.

Société anonyme

Référence de publication: 2011146299/19.

(110169568) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Milford Lux S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 114.356.

Lors de l'assemblée générale tenue en date du 25 mai 2011, les actionnaires ont pris les décisions suivantes:

1. Acceptation de la démission des administrateurs suivants avec effet au 15 juin 2011:

- Fatah Boudjelida, avec adresse professionnelle au 1B, Heienhaff, L-1736 Senningerberg

- Olivier Ferres, avec adresse professionnelle 1B, Heienhaff, L-1736 Senningerberg

2. Nomination des administrateurs suivants avec effet au 15 juin 2011:

- Alan Dundon, avec adresse professionnelle au 5, rue Guillaume Kroll, L-1882 Luxembourg

- Géraldine Schmit, avec adresse professionnelle au 5, rue Guillaume Kroll, L-1882 Luxembourg

pour une période venant à échéance lors de l'assemblée générale annuelle qui statuera sur les comptes annuels se clôturant au 31 décembre 2012 et qui se tiendra en 2013.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.  
Luxembourg, le 21 octobre 2011.

Signature.

Référence de publication: 2011146198/18.

(110169761) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Galloinvest Sàrl, Société à responsabilité limitée.**

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

R.C.S. Luxembourg B 123.015.

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Les statuts coordonnés au 30/09/2011 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.

Redange-sur-Attert, le 25/10/2011.

Cosita Delvaux

Notaire

Référence de publication: 2011146034/12.

(110169916) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Garage Faber Ell Sàrl, Société à responsabilité limitée.**

Siège social: L-8530 Ell, 60, Réidenerstrooss.

R.C.S. Luxembourg B 138.445.

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Les comptes annuels au 31 décembre 2010 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 GARAGE FABER ELL SàRL

FIDUCIAIRE DES PME SA

Signatures

Référence de publication: 2011146036/12.

(110169711) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Garage Faber S.à r.l., Société à responsabilité limitée.**

Siège social: L-9160 Ingeldorf, 10, route d'Ettelbruck.

R.C.S. Luxembourg B 97.487.

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Les comptes annuels au 31 décembre 2010 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 GARAGE FABER S.à.r.l.

FIDUCIAIRE DES PME SA

Signatures

Référence de publication: 2011146037/12.

(110169703) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Garage Robert Grün & Fils, Société à responsabilité limitée.**

Siège social: L-8010 Strassen, 242, route d'Arlon.

R.C.S. Luxembourg B 9.004.

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Les comptes annuels au 31 décembre 2010 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 GARAGE ROBERT GRÜN & FILS

Société à responsabilité limitée

FIDUCIAIRE DES PME SA

Signatures

Référence de publication: 2011146038/13.

(110169721) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Garage/ Auto-Ecole Bertrand Nic S.A., Société Anonyme.**

Siège social: L-5366 Munsbach, 143, rue Principale.

R.C.S. Luxembourg B 62.907.

Les comptes annuels au 31/12/2010 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: 2011146039/9.

(110169988) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

**Bavi Concept, Société Anonyme.**

Siège social: L-2449 Luxembourg, 25C, boulevard Royal.

R.C.S. Luxembourg B 164.162.

**STATUTES**

L'an deux mille onze, le dix-sept octobre.

Par-devant Maître Martine SCHAEFFER, notaire de résidence à Luxembourg.

Ont comparu:

1) Madame Bavera ALIYEVA, designer, née le 4 février 1972 en République Daguestan, demeurant à Shahuvarov Street 31 – apt. 32, Bakou, Hovsan district, Azerbaïdjan;

2) Starlite Business Ltd, avec siège social au 30 de Castro Street Wickhams Cay 1, Road Town, Tortola, Iles Vierges Britanniques, dûment représentée par Monsieur Seymour AHMADOV, dirigeant de société, né le 14 septembre 1981 à Bakou (Azerbaïdjan), demeurant professionnellement au 25C, boulevard Royal, L-2449 Luxembourg, en vertu d'une procuration sous seing privée donnée à Luxembourg, le 5 octobre 2011.

Ladite procuration, après avoir été signée «ne varietur» par le mandataire de la partie comparante et le notaire instrumentant, restera annexée au présent acte pour être soumise en même temps que celui-ci aux formalités de l'enregistrement.

Lesquelles comparantes, ès qualités qu'elles agissent, ont arrêté ainsi qu'il suit les statuts d'une société anonyme qu'elles vont constituer:

**Art. 1<sup>er</sup>.** Il est formé une société anonyme sous la dénomination de "Bavi Concept".

Le siège social est établi à Luxembourg.

Il pourra être transféré dans tout autre endroit du Grand-Duché de Luxembourg par une décision de l'assemblée générale des actionnaires.

Lorsque des événements extraordinaires d'ordre politique, économique ou social, de nature à compromettre l'activité normale du siège ou la communication de ce siège avec l'étranger se produiront ou seront imminents, le siège social pourra être transféré provisoirement à l'étranger, sans que toutefois cette mesure ne puisse avoir d'effet sur la nationalité de la société, laquelle, nonobstant ce transfert provisoire du siège, restera luxembourgeoise.

La durée de la société est illimitée. La société pourra être dissoute à tout moment par décision de l'assemblée générale des actionnaires, délibérant dans les formes prescrites par la loi pour la modification des statuts.

**Art. 2.** La société aura pour objet, le design d'intérieur et le développement en architecture.

Elle pourra effectuer toutes opérations se rapportant directement ou indirectement à la prise de participations sous quelque forme que ce soit, dans toute entreprise se présentant sous forme de société de capitaux ou de société de personnes, ainsi que l'administration, la gestion, le contrôle et le développement de ces participations.

Elle pourra notamment employer ses fonds à la création, à la gestion, à la mise en valeur et à la liquidation d'un portefeuille se composant de tous titres, participer à la création, au développement et au contrôle, acquérir par voie d'apport, de souscription, de prise ferme ou d'option d'achat et de toute autre manière tous titres, les réaliser par voie de vente, de cession, d'échange, accorder tous concours, prêts, avances ou garanties à toute société dans laquelle elle dispose d'un intérêt direct ou indirect. Elle pourra acquérir, développer, recevoir et donner en licence des brevets, marques et autres droits de propriété industrielle.

La société pourra procéder à la gestion de son propre patrimoine immobilier par l'achat, la location, la mise en valeur et la vente de toutes propriétés et droits immobiliers.

En général, la société pourra effectuer toutes autres transactions commerciales, industrielles, financières, mobilières et immobilières, se rattachant directement et indirectement à son objet ou susceptibles d'en favoriser l'exploitation et le développement.

**Art. 3.** Le capital social est fixé à trente et un mille euros (31.000.- EUR) divisé en cent (100) actions d'une valeur nominale de trois cent dix euros (310.- EUR) chacune.

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

La société pourra racheter ses propres actions en observant les conditions prévues par la loi.

**Art. 4.** Les actions sont nominatives ou au porteur, au choix de l'actionnaire.

Les actions de la société peuvent être créées, au choix du propriétaire, en titres unitaires ou en certificats représentatifs de plusieurs actions.

La société pourra procéder au rachat de ses actions au moyen de ses réserves disponibles et en respectant les dispositions de l'article 492 de la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée par la loi du 24 avril 1983.

Le capital social de la société peut être augmenté ou diminué en une ou plusieurs tranches par une décision de l'assemblée générale des actionnaires prise en accord avec les dispositions applicables au changement des statuts.

**Art. 5.** La société est administrée par un conseil composé de trois membres au moins, actionnaires ou non.

Les administrateurs sont nommés pour une durée qui ne peut pas dépasser six ans; ils sont rééligibles et toujours révocables.

En cas de vacance d'une place d'administrateur, les administrateurs restants ont le droit d'y pouvoir provisoirement; dans ce cas, l'assemblée générale, lors de sa première réunion, procède à l'élection définitive.

**Art. 6.** Le conseil d'administration a le pouvoir d'accomplir tous les actes nécessaires ou utiles à la réalisation de l'objet social; tout ce qui n'est pas réservé à l'assemblée générale par la loi ou les présents statuts est de sa compétence.

Le conseil d'administration désigne son président; en cas d'absence du président, la présidence de la réunion peut être conférée à un administrateur présent.

Le conseil d'administration ne peut délibérer que si la majorité de ses membres est présente ou représentée, le mandat entre administrateurs, qui peut être donné par écrit, télégramme, télex ou télécopie, étant admis. En cas d'urgence, les administrateurs peuvent émettre leur vote par écrit, télégramme, télex ou télécopie.

Les décisions du Conseil d'Administration sont prises à la majorité des voix; en cas de partage, la voix de celui qui préside la réunion est prépondérante.

Le conseil peut déléguer tout ou partie de ses pouvoirs concernant la gestion journalière ainsi que la représentation de la société à un ou plusieurs administrateurs, directeurs, gérants ou autres agents, actionnaires ou non.

La société se trouve engagée, soit par la signature individuelle de l'administrateur-délégué, soit par la signature conjointe de deux administrateurs.

**Art. 7.** La surveillance de la société est confiée à un ou plusieurs commissaires, actionnaires ou non, nommés pour une durée qui ne peut dépasser six ans, rééligibles et toujours révocables.

**Art. 8.** L'année sociale commence le premier janvier et finit le trente et un décembre de chaque année.

**Art. 9.** L'assemblée générale annuelle se réunit de plein droit le troisième jeudi du mois de mai à 10.00 heures au siège social ou à tout autre endroit à désigner par les convocations.

Si ce jour est férié, l'assemblée se tiendra le premier jour ouvrable suivant.

**Art. 10.** Les convocations pour les assemblées générales sont faites conformément aux dispositions légales. Elles ne sont pas nécessaires lorsque tous les actionnaires sont présents ou représentés et qu'ils déclarent avoir eu préalablement connaissance de l'ordre du jour.

Le conseil d'administration peut décider que pour pouvoir assister à l'assemblée générale, le propriétaire d'actions doit en effectuer le dépôt cinq jours francs avant la date fixée pour la réunion.

Tout actionnaire aura le droit de voter en personne ou par mandataire, actionnaire ou non.

Chaque action donne droit à une voix.

**Art. 11.** L'assemblée générale des actionnaires a les pouvoirs les plus étendus pour faire ou ratifier tous les actes qui intéressent la société. Elle décide de l'affectation et de la distribution du bénéfice net.

**Art. 12.** Sous réserve des dispositions de l'article 72-2 de la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée par la loi du 24 avril 1983, le conseil d'administration est autorisé à procéder à un versement d'acomptes sur dividendes.

**Art. 13.** La loi du 10 août 1915 sur les sociétés commerciales ainsi que ses modifications ultérieures, trouveront leur application partout où il n'y est pas dérogé par les présents statuts.

#### *Dispositions transitoires*

1) Le premier exercice social commence aujourd'hui même et finit le 31 décembre 2011.

2) La première assemblée générale annuelle se tiendra en 2012.

### *Souscription et Libération*

Les comparantes précitées ont souscrit aux actions créées de la manière suivante:

- 1) Madame Bavera ALIYEVA, préqualifiée, quatre-vingt-dix actions (90);
- 2) la société Stralite Business Ltd, prémentionnée et telle que représentée dix actions (10)

Total: cent actions 100

Toutes les actions ont été entièrement libérées en espèces, de sorte que le montant de trente et un mille euros (31.000.- EUR) est à la libre disposition de la société, ainsi qu'il a été prouvé au notaire instrumentaire qui le constate expressément.

### *Déclaration*

Le notaire instrumentaire déclare avoir vérifié l'existence des conditions énumérées à l'article 26 de la loi sur les sociétés commerciales et en constate expressément l'accomplissement.

### *Estimation des frais*

Le montant des frais, dépenses, rémunérations ou charges, sous quelque forme que ce soit, qui incombent à la société ou qui sont mis à sa charge en raison de sa constitution, s'élève approximativement à la somme de mille cinq cents euros (1.500.- EUR).

### *Assemblée constitutive*

Et à l'instant les comparantes préqualifiées, représentant l'intégralité du capital social, se sont réunies en assemblée constitutive à laquelle elles se reconnaissent dûment convoquées, et, après avoir constaté que celle-ci était régulièrement constituée, elles ont pris, les résolutions suivantes:

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) Madame Bavera ALIYEVA, designer, née le 4 février 1972 en République Daguestan, demeurant à Shahuvarov Street 31 – apt. 32, Bakou, Hovsan district, Azerbaïdjan, présidente;

b) Monsieur Seymour AHMADOV, dirigeant de société, né le 14 septembre 1981 à Bakou (Azerbaïdjan), demeurant professionnellement au 25C, boulevard Royal, L-2449 Luxembourg;

c) Monsieur Philippe DAUVERGNE, dirigeant de société, né le 20 mai 1972 à Fontenay-aux-Roses (France), demeurant au 23, rue Pierre Maisonnnet, L-2113 Luxembourg.

3) Est appelée aux fonctions de commissaire aux comptes:

International Strategic Advisory S.à r.l., établie et ayant son siège social au 21, Boulevard de la Pétrusse, L-2320 Luxembourg, inscrite au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 138.010.

4) Les mandats des administrateurs, administrateur-délégué et celui du commissaire prendront fin à l'issue de l'assemblée générale annuelle de 2016.

### CONSEIL D'ADMINISTRATION CONSECUTIVEMENT A LA CONSTITUTION DE LA SOCIETE

Les soussignés:

1. Madame Bavera ALIYEVA, prénomée;

2. Monsieur Seymour AHMADOV, prénommé; et

3. Monsieur Philippe DAUVERGNE, prénommé et ici dûment représenté par Monsieur Seymour AHMADOV, en vertu d'une procuration sous seing privée donnée à Luxembourg, le 13 octobre 2011.

Ladite procuration, après avoir été signée «ne varietur» par le mandataire de la partie comparante et le notaire instrumentant, restera annexée au présent acte pour être soumise en même temps que celui-ci aux formalités de l'enregistrement.

Lesdites personnes en leurs qualités d'administrateurs de la société, se sont réunies en conseil d'administration, pour prendre les résolutions suivantes:

Madame Bavera ALIYEVA et Monsieur Seymour AHMADOV, prénommés, sont nommés aux fonctions d'administrateurs délégués, qui auront tous pouvoirs pour engager la société par leur seule signature.

### *Avertissement*

Le notaire a attiré l'attention des comparants, agissant dans les qualités telles que précisées ci-dessus, que la Société doit obtenir une autorisation de faire le commerce de la part des autorités administratives compétentes en rapport avec son objet social avant de commencer son activité commerciale, avertissement que les comparants reconnaissent avoir reçu.

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

Et après lecture faite et interprétation donnée aux comparants, ils ont signé avec nous notaire la présente minute.

Signé: B. Aliyeva, S. Ahmadov et M. Schaeffer.

Enregistré à Luxembourg A.C., le 19 octobre 2011. LAC/2011/46166. Reçu soixante-quinze euros (75.- €).

Le Receveur (signé): Francis Sandt.

POUR EXPEDITION CONFORME, délivrée à la demande de la prédite société, aux fins de publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 21 octobre 2011.

Référence de publication: 2011145263/159.

(110168489) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 octobre 2011.

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**Andethana Immobilière S.A., Société Anonyme.**

Siège social: L-6970 Oberanven, 39, rue Andethana.

R.C.S. Luxembourg B 67.533.

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EXTRAIT

Il résulte des résolutions prises par l'assemblée générale ordinaire tenue en date du 25 octobre 2011 que:

- Madame JAEGER Catherine, employée privée, épouse du sieur Christian PONCHON, demeurant à L-6970 OBERANVEN, 39, rue Andethana, reste administrateur et administrateur-délégué avec droit de signature individuelle jusqu'à l'assemblée générale ordinaire des actionnaires qui se tiendra en 2012.

- Monsieur Christian PONCHON, commerçant, demeurant à L-6970 OBERANVEN, 39, rue Andethana, reste administrateur et administrateur-délégué avec droit de signature individuelle jusqu'à l'assemblée générale ordinaire des actionnaires qui se tiendra en 2012.

- Monsieur André HARPES, né le 17.03.1960 à Luxembourg, demeurant à L-5405 Bech- Kleinmacher, 131, route du Vin, a été nommé membre du conseil d'administration en remplacement de Monsieur Daniel Tchorowski jusqu'à l'assemblée générale ordinaire des actionnaires qui se tiendra en 2012.

- La société anonyme COMPTABILUX S.A., représentée par Monsieur Yves SCHMIT, établie et ayant son siège social à L-2613 Luxembourg, 1, Place du Théâtre, immatriculée au registre de commerce de Luxembourg sous le numéro B 87204, a été nommée Commissaire aux comptes de la société en remplacement de Monsieur André HARPES jusqu'à l'assemblée ordinaire des actionnaires qui se tiendra en 2012.

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

*Pour la société*

*Un mandataire*

Référence de publication: 2011147233/25.

(110170920) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2011.

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**Gelateria Valentino S.à r.l., Société à responsabilité limitée.**

Siège social: L-5553 Remich, 28, Quai de la Moselle.

R.C.S. Luxembourg B 143.983.

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Les comptes annuels au 31 décembre 2010 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 GELATERIA VALENTINO S.à r.l.*

FIDUCIAIRE DES PME SA

Signatures

Référence de publication: 2011146041/12.

(110169726) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Génie S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 69.769.

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Ce dépôt rectificatif remplace la version déposée antérieurement le 12 avril 2010 sous le No: L100050161

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.

Référence de publication: 2011146045/10.

(110169901) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Stream SICAV, Société d'Investissement à Capital Variable.**

Siège social: L-2449 Luxembourg, 30, boulevard Royal.

R.C.S. Luxembourg B 88.622.

L'AN DEUX MIL ONZE, LE DIX-NEUF OCTOBRE

Par-devant Maître Martine SCHAEFFER, notaire de résidence à Luxembourg.

S'est réunie l'assemblée générale extraordinaire de la société d'investissement à capital variable dénommée «STREAM SICAV», dont le siège social est situé à L-2449 Luxembourg, 30 Boulevard Royal, inscrite au R.C.S. Luxembourg sous la section B et le numéro 88622,

constituée en date 30 juillet 2002 par acte reçu par Maître Henri HELLINCKX, notaire de résidence à Luxembourg, publié au Mémorial C n° 1306 du 9 septembre 2002, et dont les statuts ont été modifiés par acte du même notaire en date du 30 juin 2004, publié au Mémorial c n° 1011 du 11 octobre 2004.

L'assemblée est présidée par M. Mirko LA ROCCA, employé, demeurant professionnellement à Luxembourg.

Le Président désigne comme secrétaire M. Gianpiero SADDI, employé, demeurant professionnellement à Luxembourg.

L'assemblée appelle aux fonctions de scrutateur M. Mirko LA ROCCA, employé, demeurant professionnellement à Luxembourg.

Le Président requiert le notaire d'acter ce qui suit:

I. Que l'ordre du jour de la présente assemblée est conçu comme suit 1. Lecture et approbation du rapport de gestion et du rapport du Réviseur d'Entreprises pour l'exercice fiscal clôturé au 30 juin 2011;

2. Considération et approbation des états financiers pour l'exercice fiscal clôturé au 30 juin 2011;

3. Affectation des résultats pour l'exercice fiscal clôturé au 30 juin 2011;

4. Quitus aux Administrateurs et au Réviseur d'Entreprises pour l'exercice fiscal clôturé au 30 juin 2010;

5. Mise en liquidation de la Sicav;

6. Nomination de deux liquidateurs;

7. Pouvoir des liquidateurs;

8. Divers.

II. Que les convocations contenant l'ordre du jour ont été faites, conformément aux dispositions légales par des annonces insérées dans:

1. Le Mémorial C, Recueil des Sociétés et Associations, en date du 8 octobre 2011 et du 13 octobre 2011.

2. Le Luxemburger Wort, en date du 8 octobre 2011 et du 13 octobre 2011.

III. Que les actionnaires présents ou représentés à l'assemblée et le nombre d'actions possédées par chacun d'eux ont été portés sur une liste de présence signée par les actionnaires présents et par les mandataires de ceux représentés, et à laquelle liste de présence, dressée par les membres du bureau, les membres de l'assemblée déclarent se référer. Ladite liste de présence, après avoir été signée ne varietur par les membres du bureau et par le notaire instrumentant, demeurera annexée au présent acte avec lequel elle sera soumise à la formalité du timbre et de l'enregistrement.

Resteront pareillement annexées au présent acte avec lequel elles seront enregistrées, les procurations émanant des actionnaires représentés à la présente assemblée, signées ne varietur par les parties et le notaire instrumentant.

IV. Qu'il apparaît de la liste de présence que 8.866,000 (huit mille huit cent soixante-six) actions sur les 11.413,100 (onze mille quatre cent treize virgule cent) actions en circulation sont présentes ou dûment représentées à l'assemblée.

V. Qu'en conséquence la présente assemblée est régulièrement constituée et peut valablement délibérer sur les points portés à l'ordre du jour.

Ces faits exposés et reconnus exacts par l'assemblée, cette dernière a pris à l'unanimité les résolutions suivantes:

*Première résolution*

L'assemblée constate qu'elle a pris connaissance des rapports du Conseil d'Administration et du Réviseur d'entreprises.

Ces rapports, après avoir été signés "ne varietur" par les comparants et le notaire instrumentant, resteront annexés au présent procès-verbal pour être soumis en même temps aux formalités de l'enregistrement.

*Deuxième résolution*

L'assemblée approuve le Bilan et le Compte de Pertes et Profits, globalisés, de la SICAV clôturés le 30 juin 2011, tels qu'ils ont été élaborés par le Conseil d'Administration et soumis à l'assemblée,

L'Assemblée Générale décide de reporter au prochain exercice les résultats de l'exercice fiscal clôturé au 30 juin 2011.

Un exemplaire du Bilan et du Compte de Pertes et Profits de la SICAV clôturés le 30 juin 2011, après avoir été signé "ne varietur" par les comparants au présent acte et le notaire instrumentant, restera annexé au présent acte pour être formalisé en même temps.



*Troisième résolution*

L'assemblée donne pleine et entière décharge aux Administrateurs.

*Quatrième résolution*

L'assemblée décide la dissolution et la mise en liquidation de la société avec effet à partir de ce jour.

*Cinquième résolution*

A été nommé liquidateur:

- Monsieur Giorgio Peterlongo, né le 15 mai 1942 à Milan (Italie) et demeurant au N. 20 Via Le Vittorio Veneto à Milan (Italie)

- Monsieur Paul Thielen, né le 6 mars 1976 à Luxembourg et demeurant professionnellement au 11 avenue Gaston Diderich, L-1420 Luxembourg

Les liquidateurs prénommés ont la mission de réaliser tout l'actif et apurer le passif de la société. Dans l'exercice de leur mission, les liquidateurs sont dispensés de dresser inventaire et ils peuvent se référer aux écritures de la société. Les liquidateurs pourront sous leur seule responsabilité, pour des opérations spéciales et déterminées, déléguer tout ou partie de leurs pouvoirs à un ou plusieurs mandataires. Les liquidateurs pourront engager la société en liquidation conjointement et sans limitation. Ils disposent de tous les pouvoirs tels que prévus à l'article 144 de la loi sur les sociétés commerciales, ainsi que de tous les pouvoirs stipulés à l'article 145 de ladite loi, sans avoir besoin d'être préalablement autorisés par l'assemblée générale des associés.

*Clôture de l'assemblée*

L'ordre du jour étant épuisé et plus personne ne demandant la parole, Monsieur le Président prononce la clôture de l'assemblée.

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

Et après lecture et interprétation données de tout ce qui précède à l'assemblée et aux membres du bureau, tous connus du notaire instrumentant par leurs noms, prénoms, états et demeures, les membres du bureau ont tous signé avec le notaire instrumentant le présent acte, aucun actionnaire n'ayant demandé de signer.

Signé: M. La Rocca, G. Saggi et M. Schaeffer

Enregistré à Luxembourg Actes Civils, le 21 octobre 2011. Relation: LAC/2011/46547. Reçu douze euros Eur 12.-

Le Receveur (signé): Francis SANDT.

POUR EXPEDITION CONFORME, délivrée à la demande de la prédite société, aux fins d'inscription au Registre de Commerce.

Luxembourg, le 25 octobre 2011.

Référence de publication: 2011146364/86.

(110169956) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Compagnie Européenne de l'Acier S.A., Société Anonyme.**

Siège social: L-1219 Luxembourg, 23, rue Beaumont.

R.C.S. Luxembourg B 68.694.

L'an deux mil onze, le treize octobre.

Par-devant Maître Martine SCHAEFFER, notaire de résidence à Luxembourg.

S'est tenue l'assemblée générale extraordinaire des actionnaires de la société anonyme COMPAGNIE EUROPEENNE DE L'ACIER S.A., établie et ayant son siège social à L-1219 Luxembourg, 23, rue Beaumont, inscrite sous le numéro B 68.694 auprès du Registre de Commerce et des Sociétés de et à Luxembourg, constituée suivant acte reçu par Maître Georges D'HUART, notaire alors de résidence à Pétange, en date du 16 février 1999, publié au Mémorial, Recueil des Sociétés et Associations, Série C, n° 361 du 20 mai 1999.

La séance est ouverte sous la présidence de Madame Gabriele SCHNEIDER, directrice de société, avec adresse professionnelle à L1219 Luxembourg, 23, rue Beaumont.

Monsieur le Président nomme secrétaire Mademoiselle Sandra BORTOLUS, employée privée, avec adresse professionnelle à L-1219 Luxembourg, 23, rue Beaumont.

L'assemblée élit comme scrutateurs Madame Regina PINTO, employée privée, avec adresse professionnelle à L-1219 Luxembourg, 23, rue Beaumont et Mademoiselle Estelle MORAINVILLE, employée privée, avec adresse professionnelle à L-1219 Luxembourg, 23, rue Beaumont.

Monsieur le Président expose ensuite:

Qu'il résulte d'une liste de présence, dressée et certifiée exacte par les membres du bureau que les 1.000 (mille) actions d'une valeur nominale de 31,- EUR (trente et un euros) chacune constituant l'intégralité du capital social de 31.000,-

EUR (trente et un mille euros) sont dûment représentées à la présente Assemblée qui en conséquence est régulièrement constituée et peut délibérer ainsi que décider valablement sur les points figurant à l'ordre du jour, ci-après reproduit, sans convocations préalables, tous les membres de l'Assemblée ayant consenti à se réunir sans autres formalités, après avoir eu connaissance de l'ordre du jour.

Ladite liste de présence portant les signatures des actionnaires représentés et des membres du bureau restera annexée au présent procès-verbal pour être soumise en même temps aux formalités de l'enregistrement. Restera pareillement annexée à la présente la procuration de l'actionnaire représenté, après avoir été paraphée «ne varietur» par les comparants.

I. Que l'ordre du jour de la présente Assemblée est conçu comme suit:

1. Résolution de dissoudre la société avant son terme et de la mettre en liquidation;
2. Nomination d'un liquidateur, définition de ses pouvoirs qui seront ceux qui sont prévus aux articles 144 et suivants de la loi modifiée du 10 août 1915 sur les sociétés commerciales;
3. Divers.

Ensuite l'assemblée a pris à l'unanimité les résolutions suivantes:

*Première résolution*

L'assemblée générale décide de dissoudre la société avant son terme et de la mettre en liquidation, conformément à l'article 141 et suivants de la loi luxembourgeoise sur les sociétés commerciales.

*Deuxième résolution*

L'assemblée générale décide de nommer aux fonctions de liquidateur Madame Gabriele SCHNEIDER, directrice de société, avec adresse professionnelle à L-1219 Luxembourg, 23, rue Beaumont.

*Troisième résolution*

L'assemblée décide de conférer au liquidateur tous pouvoirs prévus par la loi luxembourgeoise et l'instruit de liquider la société en conformité avec ladite loi, ainsi que de fixer les émoluments et rémunérations des liquidateurs à la fin de la liquidation.

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

Et après lecture faite et interprétation donnée aux comparants, ils ont signé la présente minute avec le notaire.

Signé: G. Schneider, S. Bortolus, R. Pinto, E. Morainville et M. Schaeffer.

Enregistré à Luxembourg A.C., le 24 octobre 2011. LAC/2011/46934. Reçu douze euros (12,- €).

*Le Receveur ff. (signé): Carole Frising.*

POUR EXPEDITION CONFORME, délivrée à la demande de la prédite société, aux fins de publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 26 octobre 2011.

Référence de publication: 2011146634/56.

(110170557) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 octobre 2011.

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**Génie S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 69.769.

Ce dépôt rectificatif remplace la version déposée antérieurement le 19 mai 2011 sous le No: L110077036

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.

Référence de publication: 2011146046/10.

(110169909) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Gesco SA, Société Anonyme.**

Siège social: L-9240 Diekirch, 38, Grand-rue.

R.C.S. Luxembourg B 100.483.

Les comptes annuels au 31 décembre 2010 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: 2011146047/10.

(110169416) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Getex S.A., Société Anonyme.**

Siège social: L-2450 Luxembourg, 15, boulevard Roosevelt.  
R.C.S. Luxembourg B 50.101.

Le bilan au 31.12.2010 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 25.10.2011.  
FIDUCIAIRE FERNAND FABER  
Signature

Référence de publication: 2011146048/12.

(110169995) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Gigante Immobilière Sarl, Société à responsabilité limitée.**

Siège social: L-1471 Luxembourg, 109, route d'Esch.  
R.C.S. Luxembourg B 85.840.

Les comptes annuels au 31.12.2010 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.

FIDUCIAIRE ROLAND KOHN S.à.r.l.  
259 ROUTE D'ESCH  
L-1471 LUXEMBOURG  
Signature

Référence de publication: 2011146049/13.

(110169773) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Giselle S.A., Société Anonyme.**

Siège social: L-1219 Luxembourg, 17, rue Beaumont.  
R.C.S. Luxembourg B 80.074.

Les comptes au 31 décembre 2010 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.

GISELLE S.A.  
Alexis DE BERNARDI / Régis DONATI  
*Administrateur / Administrateur*

Référence de publication: 2011146050/12.

(110169282) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Giselle S.A., Société Anonyme.**

Siège social: L-1219 Luxembourg, 17, rue Beaumont.  
R.C.S. Luxembourg B 80.074.

*Extrait des résolutions prises lors de l'assemblée générale ordinaire des actionnaires tenue au siège social à Luxembourg, le 17 octobre 2011*

Monsieur ROSSI Jacopo, 10 boulevard Royal, L-2449 Luxembourg, est nommé Président du Conseil d'administration.

Pour extrait sincère et conforme  
GISELLE S.A.  
Alexis DE BERNARDI

Référence de publication: 2011146051/13.

(110169713) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Globaltrade S.A., Société Anonyme.**

Siège social: L-1940 Luxembourg, 370, route de Longwy.  
R.C.S. Luxembourg B 92.289.

Les comptes annuels au 31 décembre 2010 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.

D. FONTAINE

*Administrateur*

Référence de publication: 2011146053/11.

(110170003) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Property Trust Bernau, S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 374.250,00.**

Siège social: L-1331 Luxembourg, 21, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 114.751.

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Il est porté à la connaissance des tiers que Monsieur McGUIRE Martin Anton, administrateur de la Société, a changé d'adresse et a dorénavant son adresse professionnelle au 155 Bishopsgate London EC2M 3XJ, UK.

Lors du dépôt n° L080006905 en date du 15 janvier 2008, une erreur s'est glissée dans le formulaire de réquisition, Monsieur McGUIRE Martin Anton n'est pas gérant, mais administrateur de la Société.

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

Luxembourg, le 17 octobre 2011.

*Pour Property Trust Bernau S.à r.l.*

SGG S.A.

Signatures

*Mandataire*

Référence de publication: 2011146261/18.

(110169167) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Rosa S.A., Société Anonyme Soparfi.**

Siège social: L-1258 Luxembourg, 6, rue Jean-Pierre Brasseur.

R.C.S. Luxembourg B 11.297.

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L'an deux mil onze, le onze octobre.

Par-devant Maître Martine SCHAEFFER, notaire de résidence à Luxembourg-Ville,

s'est tenue l'assemblée générale extraordinaire de la société anonyme de droit luxembourgeois dénommée "ROSA S.A.", ayant son siège social à Luxembourg, 6, rue Jean-Pierre Brasseur, inscrite au R.C.S. Luxembourg sous la section B et le numéro 11.297,

constituée par acte du notaire Frank BADEN, alors de résidence à Mersch, en date du 12 septembre 1973, publié au Mémorial C n°193 du 31 octobre 1973, et dont les statuts ont été modifiés à plusieurs reprises et pour la dernière fois par acte du notaire soussigné en date du 24 décembre 2009, publié au Mémorial c numéro 436 du 1<sup>er</sup> mars 2010.

L'assemblée des actionnaires est présidée par Monsieur Franciscus Brinkmann, demeurant au 15, Kerkenhuis, 5715 BP Lierop (Pays-Bas)

Le Président désigne comme secrétaire et scrutateur Melle Moniot Francine, employée privée, demeurant professionnellement à Luxembourg

Le bureau ainsi constitué dresse la liste de présence, laquelle, après avoir été signée par tous les actionnaires présents et les porteurs de procurations des actionnaires représentés, ainsi que par les membres du bureau et le notaire instrumentant, restera annexée à la présente minute avec laquelle elle sera soumise aux formalités de l'enregistrement.

Monsieur le Président déclare et demande au notaire d'acter ce qui suit:

II. Suivant la liste de présence, toutes les actions représentatives du capital social sont présentes ou dûment représentées à la présente assemblée, laquelle peut valablement délibérer et décider sur tous les points figurant à l'ordre du jour.

III. Que l'ordre du jour de la présente assemblée est le suivant:

- Dissolution de la société et décision de mettre la société en liquidation
- Nomination d'un liquidateur et détermination des pouvoirs qui lui sont conférés

L'assemblée, après s'être reconnue régulièrement constituée, a approuvé l'exposé de Monsieur le Président et a abordé l'ordre du jour. Après délibération, l'assemblée a pris à l'unanimité des actions présentes ou représentées, les résolutions suivantes:

*Première résolution*

L'assemblée décide la dissolution et la mise en liquidation de la société avec effet à partir de ce jour.

*Deuxième résolution*

A été nommée liquidateur, la société «SCAFOM HOLDING B.V.» ayant son siège social au De Kempen 56021 PZ Holland.

Le liquidateur prénommé a la mission de réaliser tout l'actif et apurer le passif de la société. Dans l'exercice de sa mission, le liquidateur est dispensé de dresser inventaire et il peut se référer aux écritures de la société. Le liquidateur pourra sous sa seule responsabilité, pour des opérations spéciales et déterminées, déléguer tout ou partie de ses pouvoirs à un ou plusieurs mandataires. Le liquidateur pourra engager la société en liquidation sous sa seule signature et sans limitation. Il dispose de tous les pouvoirs tels que prévus à l'article 144 de la loi sur les sociétés commerciales, ainsi que de tous les pouvoirs stipulés à l'article 145 de ladite loi, sans avoir besoin d'être préalablement autorisés par l'assemblée générale des associés

*Clôture*

Plus rien n'étant à l'ordre du jour, et plus personne ne demandant la parole, le président lève la séance.

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

Et après lecture faite et interprétation donnée aux comparants, tous connus du notaire instrumentant par noms, prénoms usuels, états et demeures, les comparants ont signé avec Nous, Notaire, le présent acte.

Signé: F. Brinkmann, F. Moniot et M. Schaeffer.

Enregistré à Luxembourg Actes Civils, le 14 octobre 2011. Relation: LAC/2011/45540. Reçu douze euros (€ 12.).

*Le Receveur (signé): Francis SANDT.*

POUR EXPEDITION CONFORME, délivrée à la demande de la prédite société, aux fins d'inscription au Registre de Commerce.

Luxembourg, le 25 octobre 2011.

Référence de publication: 2011146307/55.

(110169870) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.

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**Toiture C.F.C. S.à.r.l., Société à responsabilité limitée.**

Siège social: L-7660 Medernach, 5, Gruecht.

R.C.S. Luxembourg B 111.659.

Les comptes annuels au 31.12.2010 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.

Diekirch, le 27/12/2011.

*Pour la société*

C.F.N GESTION S.A.

20, Esplanade - L-9227 Diekirch

Adresse postale:

B.P. 80 - L-9201 Diekirch

Signature

*Un mandataire*

Référence de publication: 2011147880/17.

(110171219) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 octobre 2011.

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**Lata Lux Holding Parent, Société à responsabilité limitée.**

**Capital social: EUR 2.941.439,73.**

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

R.C.S. Luxembourg B 157.947.

In the year two thousand and eleven on the twelfth day of April.

Before us, Maître Henri Hellinckx notary residing in Luxembourg,

there appeared:

Blackstone Capital Partners (Cayman) V L.P., a limited partnership incorporated and existing under the laws of Cayman Islands, having its registered office at c/o Walkers SVP Limited, PO Box 908GT, George Town, Grand Cayman, Cayman Islands, registered with Registrar of Limited Partnerships, Cayman Islands under registration number WK- 16897

in its capacity as sole shareholder (the "Sole Shareholder") of Lata Lux Holding Parent (the "Company") having its registered office at L-1273 Luxembourg, 19, rue de Bitbourg, incorporated by deed of the undersigned notary on 17 December 2010, published in the Mémorial Recueil des Sociétés et Associations C number 542 of 23 March 2011,

duly represented by Holger Holle, Rechtsanwalt, by virtue of a proxy, given in New York, USA, on 11 April 2011.

This proxy, after having been signed *in* varietur by the proxyholder and the undersigned notary, shall remain attached to the present deed in order to be registered therewith.

Such appearing party, acting in its here above stated capacity, the appearing party, represented as stated here above, has requested the undersigned notary to record the following resolutions:

*Resolutions of the sole shareholder*

*First resolution*

The Sole Shareholder resolves to create ten classes of shares; the Class A shares, the Class B shares, the Class C shares, the Class D shares, the Class E shares, the Class F shares, the Class G shares, the Class H shares, the Class I shares, the Class J shares (together the "Newly Issued Shares"), each having specific rights. The existing twelve thousand five hundred shares having a par value of EUR 1,00 shall hereby be converted into one million two hundred fifty thousand (1,250,000) Class A shares.

*Second resolution*

The Sole Shareholder resolves to increase the share capital of the Company by an amount of two million nine hundred twenty eight thousand nine hundred and thirty nine euro and seventy three cents (EUR 2,928,939.73) so as to raise it from its present amount of twelve thousand five hundred euro (EUR 12,500) to an amount of two million nine hundred forty-one thousand four hundred thirty nine euro and seventy three cents (EUR 2,941,439.73) and resolves the Newly Issued Shares to be subscribed and paid up as follows:

(1) Thirteen million four hundred and four thousand six hundred (13,404,600) Class A shares, six hundred fifty-five thousand three hundred and eight (655,308) Class B shares, thirty five million three hundred and nineteen thousand five hundred and twenty five (35,319,525) Class C shares, six million five hundred sixty nine thousand one hundred and ten (6,569,110) Class D shares, six million five hundred sixty nine thousand one hundred and ten (6,569,110) Class E shares, six million five hundred sixty nine thousand one hundred and ten (6,569,110) Class F shares, six million five hundred sixty nine thousand one hundred and ten (6,569,110) Class G shares, six million five hundred sixty nine thousand one hundred and ten (6,569,110) Class H shares, six million five hundred sixty nine thousand one hundred and ten (6,569,110) Class I shares and six million five hundred sixty nine thousand one hundred and ten (6,569,110) Class J shares have been subscribed by Blackstone Capital Partners (Cayman) V L.P. a limited partnership, organized under the laws of Cayman Islands and incorporated in Cayman Islands under registration number WK-16897 and whose registered office is at 87, Mary Street, Walker House, KY-KY1-9001 George Town Grand Cayman, Cayman Islands, for a total subscription price of nine hundred fifty nine thousand eight hundred eighty four euro and forty six cents (EUR 959,884.46) out of which nine hundred fifty three thousand six hundred and thirty two euro and three cents (EUR 953,632.03) shall be allocated to the share capital of the Company and six thousand two hundred fifty two euro and forty three cents (EUR 6,252.43) shall be allocated to the share premium account of the Company;

(2) Thirteen million three hundred and four thousand two hundred forty four (13,304,244) Class A shares, five hundred ninety four thousand nine hundred and twenty five (594,925) Class B shares, thirty two million sixty four thousand nine hundred and eighty seven (32,064,987) Class C shares, five million nine hundred sixty three thousand seven hundred ninety six (5,963,796) Class D shares, five million nine hundred sixty three thousand seven hundred and ninety six (5,963,796) Class E shares, five million nine hundred sixty three thousand seven hundred and ninety six (5,963,796) Class F shares, five million nine hundred sixty three thousand seven hundred and ninety six (5,963,796) Class G shares, five million nine hundred sixty three thousand seven hundred and ninety six (5,963,796) Class H shares, five million nine hundred sixty three thousand seven hundred and ninety six (5,963,796) Class I shares and five million nine hundred sixty three thousand seven hundred and ninety six (5,963,796) Class J shares have been subscribed by Blackstone Capital Partners (Cayman) V-A L.P. a limited partnership, organized under the laws of Cayman Islands and incorporated in Cayman Islands under registration number WK- 17675 and whose registered office is at 87, Mary Street, Walker House, KY-KY1 -9001 George Town, Grand Cayman, Cayman Islands, for a total subscription price of eight hundred eighty two thousand seven hundred eighty three euro and fifty eight cents (EUR 882,783.58) out of which eight hundred seventy seven thousand one hundred and seven euro and twenty eight cents (EUR 877,107.28) and shall be allocated to the share capital of the Company and five thousand six hundred and seventy six euro and thirty cents (EUR 5,676.30) shall be allocated to the share premium account of the Company

(3) Six million nine hundred nine thousand four hundred and twenty six (6,909,426) Class A shares, three hundred eight thousand nine hundred and sixty eight (308,968) Class B shares, sixteen million six hundred fifty two thousand six hundred and thirty (16,652,630) Class C shares, three million ninety seven thousand two hundred and thirty seven (3,097,237) Class D shares, three million ninety seven thousand two hundred and thirty seven (3,097,237) Class E shares, three million ninety seven thousand two hundred and thirty seven (3,097,237) Class F shares, three million ninety seven thousand two hundred and thirty seven (3,097,237) Class G shares, three million ninety seven thousand two hundred and thirty seven (3,097,237) Class H shares, three million ninety seven thousand two hundred and thirty seven (3,097,237)



Class I shares and three million ninety seven thousand two hundred and thirty seven (3,097,237) Class J Shares have been subscribed by Blackstone Capital Partners (Cayman) V-AC L.P. a limited partnership, organized under the laws of Cayman Islands and incorporated in Cayman Islands and whose registered office is at 87, Mary Street, Walker House, KY-KY1-9001 George Town, Grand Cayman, Cayman Islands, for a total subscription price of four hundred fifty eight thousand four hundred sixty four euro and seventy six cents (EUR 458,464.76) out of which four hundred fifty five thousand five hundred and sixteen euro and eighty three cents (EUR 455,516.83) shall be allocated to the share capital of the Company and two thousand nine hundred forty seven euro and ninety three cents (EUR 2,947.93) shall be allocated to the share premium account of the Company;

(4) Eighty five thousand two hundred and sixty (85,260) Class A shares, three thousand eight hundred and thirteen (3,813) Class B shares, two hundred five thousand four hundred eighty seven (205,487) Class C shares, thirty eight thousand two hundred and nineteen (38,219) Class D shares, thirty eight thousand two hundred and nineteen (38,219) Class E shares, thirty eight thousand two hundred and nineteen (38,219) Class F shares, thirty eight thousand two hundred and nineteen (38,219) Class G shares, thirty eight thousand two hundred and nineteen (38,219) Class H shares, thirty eight thousand two hundred and nineteen (38,219) Class I shares and thirty eight thousand two hundred and nineteen Class J shares have been subscribed by Blackstone Family Investment Partnership (Cayman) V L.P. a limited partnership, organized under the laws of Cayman Islands and incorporated in Cayman Islands under registration number WK- 16893 and whose registered office is at 87, Mary Street, Walker House, KY-KY-9001 George Town, Grand Cayman, Cayman Islands, for a total subscription price of five thousand six hundred and fifty seven euro and thirty one cents (EUR 5,657.31) out of which five thousand six hundred and twenty euro and ninety three cents (EUR 5,620.93) shall be allocated to the share capital of Company; and thirty six euro and thirty eight (EUR 36.38) shall be allocated to the share premium account of the Company.

(5) Thirty one thousand nine hundred forty two (31,942) Class A shares, one thousand four hundred twenty eight (1,428) Class B shares, seventy six thousand nine hundred eight four (76,984) Class C shares, fourteen thousand three hundred and eighteen (14,318) Class D shares, fourteen thousand three hundred and eighteen (14,318) Class E shares, fourteen thousand three hundred and eighteen (14,318) Class F shares, fourteen thousand three hundred and eighteen (14,318) Class G shares, fourteen thousand three hundred and eighteen (14,318) Class H shares, fourteen thousand three hundred and eighteen (14,318) Class I shares and fourteen thousand three hundred and eighteen (14,318) Class J shares have been subscribed by Blackstone Participation Partnership (Cayman) V L.P. a limited partnership, organized under the laws of Cayman Islands and incorporated in Cayman Islands under registration number WK-16894 and whose registered office is at 87, Mary Street, Walker House, KY-KY1- 9001 George Town, Grand Cayman, Cayman Islands for a total subscription price of two thousand one hundred and nineteen euro and forty three cents (EUR 2,119.43), out of which two thousand one hundred and five euro and eighty cents (EUR 2,105.80) shall be allocated to the share capital of the Company, and thirteen euro and sixty three cents (EUR 13.63) shall be allocated to the share premium account of the Company

(6) One million seven hundred ninety seven thousand nine hundred and one (1,797,901) Class A shares, eighty thousand three hundred and ninety seven (80,397) Class B shares, four million three hundred thirty three thousand one hundred seventy eight (4,333,178) Class C shares, eight hundred five thousand one hundred thirty two (805,932) Class D shares, eight hundred five thousand nine hundred thirty two (805,932) Class E shares, eight hundred five thousand nine hundred thirty two (805,932) Class F shares, eight hundred five thousand nine hundred thirty two (805,932) Class G shares, eight hundred five thousand nine hundred thirty two (805,932) Class H shares, eight hundred five thousand nine hundred thirty two (805,932) Class I shares and eight hundred five thousand nine hundred thirty two (805,932) Class J shares have been subscribed by Nmás 1 Private Equity Fund II ERISA, F.C.R., a F.C.R. organized under the laws of Spain, whose identification number is CNMV 2008054319-1 number and whose registered office is at Padilla 17 4 a Planta, 28006 Madrid, for a total subscription price of one hundred nineteen thousand two hundred and ninety seven euro and eight cents (EUR 119,297.08); out of which one hundred eighteen thousand five hundred and thirty euro (EUR 118,530.00) shall be allocated in the share capital of the Company and seven hundred sixty seven euro and eight cents (EUR 767.08) shall be allocated to the share premium account of the Company.

(7) One million four hundred forty nine thousand eight hundred forty seven (1,449,847) Class A shares, sixty four thousand eight hundred thirty three (64,833) Class B shares, three million four hundred ninety four thousand three hundred twenty three (3,494,323) Class C shares, six hundred forty nine thousand nine hundred and twelve (649,912) Class D shares, six hundred forty nine thousand nine hundred and twelve (649,912) Class E shares, six hundred forty nine thousand nine hundred and twelve (649,912) Class F shares, six hundred forty nine thousand nine hundred and twelve (649,912) Class G shares, six hundred forty nine thousand nine hundred and twelve (649,912) Class H shares, six hundred forty nine thousand nine hundred and twelve (649,912) Class I shares and six hundred forty nine thousand nine hundred and twelve (649,912) Class J shares have been subscribed by Nmás 1 Private Equity Fund II Non- ERISA, F.C.R., a F.C.R., organized under the laws of Spain whose identification number is CNMV 2008054319-2 and whose registered office is at Padilla 17 4 a Planta, 28006 Madrid, for a total subscription price of ninety six thousand two hundred and two euro and forty five cents (EUR 96,202.45); out of which ninety five thousand five hundred and eighty three euro and eighty seven cent (EUR 95,583.87) shall be allocated to the share capital of the Company and six hundred and eighteen euro and fifty eight cents (EUR 618.58) shall be allocated to the share premium account of the Company.

(8) Two hundred forty four thousand four hundred fifty four (244,454) Class A shares, ten thousand nine hundred thirty one (10,931) Class B shares, five hundred eighty nine thousand one hundred sixty seven (589,167) Class C shares, one hundred nine thousand five hundred and seventy nine (109,579) Class D shares, one hundred nine thousand five hundred and seventy nine (109,579) Class E shares, one hundred nine thousand five hundred and seventy nine (109,579) Class F shares, one hundred nine thousand five hundred and seventy nine (109,579) Class G shares, one hundred nine thousand five hundred and seventy nine (109,579) Class H shares, one hundred nine thousand five hundred and seventy nine (109,579) Class I shares and one hundred nine thousand five hundred and seventy nine (109,579) Class J shares have been subscribed by Nmás 1 Private Equity Fund II Families, S.C.R., a S.C.R. organized under the laws of Spain, whose identification number is CNMV 2008054319-3 and whose registered office is at Padilla 17 4a Planta, 28006 Madrid, for a total subscription price of sixteen thousand two hundred and twenty euros and thirty five cents (EUR 16,220.35), out of which sixteen thousand one hundred and sixteen euros and five cents (EUR 16,116.05) shall be allocated to the share capital of the Company and one hundred and four euro and thirty cents (EUR 104.30) shall be allocated to the share premium account of the Company;

(9) One million one hundred sixty four thousand and sixty seven (1,164,067) Class A shares, fifty two thousand and fifty three (52,053) Class B shares, two million eight hundred five thousand five hundred and fifty six (2,805,556) Class C shares, five hundred twenty one thousand eight hundred and eight (521,808) Class D shares, five hundred twenty one thousand eight hundred and eight (521,808) Class E shares, five hundred twenty one thousand eight hundred and eight (521,808) Class F shares, five hundred twenty one thousand eight hundred and eight (521,808) Class G shares, five hundred twenty one thousand eight hundred and eight (521,808) Class H shares, five hundred twenty one thousand eight hundred and eight (521,808) Class I shares and five hundred twenty one thousand eight hundred and eight (521,808) Class J shares have been subscribed by Dinamia Capital Privado S.C.R., S.A., a S.A. organized under the laws of Spain and incorporated in Spain under registration number CNMV A- 81862724 and whose registered office is at Padilla 17 4 a Planta, 28006 Madrid, for a total subscription price of seventy seven thousand two hundred and thirty nine euro and ninety seven cents (EUR 77,239.97), out of which seventy six thousand seven hundred forty three euro and thirty two cents (76,743.32) shall be allocated to the share capital of the Company and four hundred ninety six euro and sixty five cent (EUR 496.65) shall be allocated to the share premium account of the Company;

(10) Four hundred eight thousand two hundred and eighty one (408,281) Class A shares, five million five hundred two thousand nine hundred thirty nine (5,502,939) Class B shares, nine hundred eighty four thousand and eleven (984,011) Class C shares, eight hundred ninety four thousand six hundred and forty eight (894,648) Class D shares, eight hundred ninety four thousand six hundred and forty eight (894,648) Class E shares, eight hundred ninety four thousand six hundred and forty eight (894,648) Class F shares, eight hundred ninety four thousand six hundred and forty eight (894,648) Class G shares, eight hundred ninety four thousand six hundred and forty eight (894,648) Class H shares, eight hundred ninety four thousand six hundred and forty eight (894,648) Class I shares and eight hundred ninety four thousand six hundred and forty eight (894,648) Class J shares have been subscribed by Tomás López-Zamora, residing at Urb. Parque Palmeras, 5a, Avenida 25, 30565- Las Torres de Cotillas, Murcia, Spain, for a total subscription price of one hundred eighty four thousand and eighty two euro and thirty seven cents (EUR 184,082.37) out of which one hundred thirty one thousand five hundred and seventy seven euro and sixty seven cents (EUR 131,577.67) shall be allocated to the share capital of the Company and fifty two thousand five hundred and four euro and seventy cents (EUR 52,504.70) shall be allocated to the share premium account of the Company.

(11) Forty nine thousand nine hundred and ninety six (49,996) Class A shares, one million three hundred and ten thousand two hundred forty four (1,310,244) Class B shares, one hundred and twenty thousand four hundred and ninety seven (120,497) Class C shares, one hundred ninety two thousand one hundred and twenty one (192,121) Class D shares, one hundred ninety two thousand one hundred and twenty one (192,121) Class E shares, one hundred ninety two thousand one hundred and twenty one (192,121) Class F shares, one hundred ninety two thousand one hundred and twenty one (192,121) Class G shares, one hundred ninety two thousand one hundred and twenty one (192,121) Class H shares, one hundred ninety two thousand one hundred and twenty one (192,121) Class I shares and one hundred ninety two thousand one hundred (192,121) Class J shares have been subscribed by Enrique Zornoza Soto, C/ Ronda Levant 19.6° drcha. 30007 Murcia, Spain for a total subscription price of forty thousand seven hundred and fifty six euros and seventy six cents (EUR 40,756.76), out which twenty eight thousand two hundred and fifty five euros and sixty four cents (EUR 28,255.64) shall be allocated to the share capital of the Company and twelve thousand five hundred and one euro and twelve cents (EUR 12,501.12) shall be allocated to the share premium account of the Company;

(12) Four hundred thirteen thousand two hundred and fourteen (413,214) Class A shares, four million two hundred fifty eight thousand two hundred seventy seven (4,258,277) Class B shares, nine hundred ninety five thousand eight hundred and ninety nine (995,899) Class C shares, seven hundred thirty five thousand three hundred thirty one (735,331) Class D shares, seven hundred thirty five thousand three hundred thirty one (735,331) Class E shares, seven hundred thirty five thousand three hundred thirty one (735,331) Class F shares, seven hundred thirty five thousand three hundred thirty one (735,331) Class G shares, seven hundred thirty five thousand three hundred thirty one (735,331) Class H shares, seven hundred thirty five thousand three hundred thirty one (735,331) Class I shares and seven hundred thirty five thousand three hundred thirty one (735,331) Class J shares have been subscribed by Francisco Noguera Navarro, Avenida de Europa, 38-3 ° I, 30007- Murcia, Spain, for a total subscription price of one hundred and forty eight thousand seven hundred seventy five euro and twenty one cents (EUR 148,775.21) out of which one hundred eight thousand one



hundred and forty six euro and fifty seven cents (EUR 108,146,57) shall be allocated to the share capital of the Company and forty thousand six hundred and twenty eight euro and sixty four cents (EUR 40,628.64) shall be allocated to the share premium account of the Company

(13) Thirty three thousand eight hundred and twenty one (33,821) Class A shares, five hundred eighty nine thousand six hundred and one (589,601) Class B shares, eighty one thousand five hundred and fourteen (81,514) Class C shares, ninety one thousand four hundred sixty five (91,465) Class D shares, ninety one thousand four hundred sixty five (91,465) Class E shares, ninety one thousand four hundred sixty five (91,465) Class F shares, ninety one thousand four hundred sixty five (91,465) Class G shares, ninety one thousand four hundred sixty five (91,465) Class H shares, ninety one thousand four hundred sixty five (91,465) Class I shares and ninety one thousand four hundred sixty five (91,465) Class J shares have been subscribed by F. Javier Vaca Arevalo, Avd de Colon n° 16 8° E, 06005 Badajoz, Spain, for a total subscription price of nineteen thousand seventy seven euro and forty one cent (EUR 19,077.41), out of which thirteen thousand four hundred and fifty one euro and ninety one cents (EUR 13,451.91) shall be allocated to the share capital of the Company and five thousand six hundred and twenty five euro and fifty cents (EUR 5,625.50) shall be allocated to the share premium of the Company;

(14) Twenty six thousand seven hundred twenty eight (26,728) Class A shares, four hundred fifty eight thousand five hundred seventy eight (458,578) Class B shares, sixty four thousand four hundred and nineteen (64,419) Class C shares, seventy one thousand three hundred and twenty six (71,326) Class D shares, seventy one thousand three hundred and twenty six (71,326) Class E shares, seventy one thousand three hundred and twenty six (71,326) Class F shares, seventy one thousand three hundred and twenty six (71,326) Class G shares, seventy one thousand three hundred and twenty six (71,326) Class H shares, seventy one thousand three hundred and twenty six (71,326) Class I shares and seventy one thousand three hundred and twenty six (71,326) Class J shares have been subscribed by Adolfo Guillamón Melendreras, Rua Progreso, 77-2 o, 36960, Sanxenxo, Spain, for a total subscription price of fourteen thousand eight hundred sixty five euro and forty six cents (EUR 14,865.46) out of which ten thousand four hundred and ninety euro and seven cents (EUR 10,490.07) shall be allocated to the share capital of the Company and four thousand three hundred and seventy five euro and thirty nine cents (EUR 4375.39) shall be allocated to the share premium account of the Company.

(15) Twenty six thousand seven hundred twenty eight (26,728) Class A shares, four hundred fifty eight thousand five hundred seventy eight (458,578) Class B shares, sixty four thousand four hundred and nineteen (64,419) Class C shares, seventy one thousand three hundred and twenty six (71,326) Class D shares, seventy one thousand three hundred and twenty six (71,326) Class E shares, seventy one thousand three hundred and twenty six (71,326) Class F shares, seventy one thousand three hundred and twenty six (71,326) Class G shares, seventy one thousand three hundred and twenty six (71,326) Class H shares, seventy one thousand three hundred and twenty six (71,326) Class I shares and seventy one thousand three hundred and twenty six (71,326) Class J shares have been subscribed by Geronimo Meseguer Serna, C/ Belichite, 1,9° D, Logrono-26003- La Rioja, Spain, for a total subscription price of fourteen thousand eight hundred sixty five euro and forty six cents (EUR 14,865.46) out of which ten thousand four hundred and ninety euro and seven cents (EUR 10,490.07) shall be allocated to the share capital of the Company and four thousand three hundred and seventy five euro and thirty nine cents (EUR 4375.39) shall be allocated to the share premium account of the Company.

(16) Nineteen thousand nine hundred seventy five (19,975) Class A shares, two hundred sixty two thousand and forty five (262,045) Class B shares, forty eight thousand one hundred and forty two (48,142) Class C shares, forty two thousand eight hundred thirty eight (42,838) Class D shares, forty two thousand eight hundred and thirty eight (42,838) Class E shares, forty two thousand eight hundred and thirty eight (42,838) Class F shares, forty two thousand eight hundred and thirty eight] (42,838) Class G shares, forty two thousand eight hundred and thirty eight (42,838) Class H shares, forty two thousand eight hundred thirty eight (42,838) Class I shares and forty two thousand eight hundred thirty eight (42,838) Class J shares have been subscribed by Abderrahim Kiker, Hay Zaitoune Boloc C N° 61 Tikiouine, Agadir 80650, Morocco, for a total subscription price of eight thousand eight hundred euro and fifty cents (EUR 8,800.50), out of which six thousand and three hundred euro and twenty eight cents (EUR 6,300.28) shall be allocated to the share capital of the Company and two thousand five hundred euro and twenty two cents (EUR 2,500.22) shall be allocated to the share premium account of the Company.;

(17) Nineteen thousand nine hundred seventy five (19,975) Class A shares, two hundred sixty two thousand and forty five (262,045) Class B shares, forty eight thousand one hundred and forty two (48,142) Class C shares, forty two thousand eight hundred thirty eight (42,838) Class D shares, forty two thousand eight hundred and thirty eight (42,838) Class E shares, forty two thousand eight hundred and thirty eight (42,838) Class F shares, forty two thousand eight hundred and thirty eight] (42,838) Class G shares, forty two thousand eight hundred and thirty eight (42,838) Class H shares, forty two thousand eight hundred thirty eight (42,838) Class I shares and forty two thousand eight hundred thirty eight (42,838) Class J shares have been subscribed by Philippe Cazeaux, Urbanización Parque de las Palmeras, 2 (a), n°11, 30565 Las Torres de Cotillas- Murcia, Spain,, for a total subscription price of eight thousand eight hundred euro and fifty cents (EUR 8,800.50), out of which six thousand and three hundred euro and twenty eight cents (EUR 6,300.28) shall be allocated to the share capital of the Company and two thousand five hundred euro and twenty two cents (EUR 2,500.22) shall be allocated to the share premium account of the Company.;

(18) Forty one thousand one hundred and twenty four (41,124) Class A shares, five hundred thirty nine thousand five hundred and four (539,504) Class B shares, ninety nine thousand one hundred and thirteen (99,113) Class C shares, eighty eight thousand one hundred and ninety six (88,196) Class D shares, eighty eight thousand one hundred and ninety six

(88,196) Class E shares, eight thousand one hundred and ninety six (88,196) Class F shares, eighty eight thousand one hundred and ninety six Class G shares, eighty eight thousand one hundred and ninety six Class H shares, eight thousand one hundred and ninety six (88,196) Class I Shares and eight thousand one hundred and ninety six (88,196) Class J shares have been subscribed by CCC Invest GmbH, a limited liability company organized under the laws of Germany, having its registered office at Rolander Weg 1, D- 40629 Dusseldorf, duly represented by Dr. Axel Herberg, residing at Benrather Strasse 12, D- 40213 Dusseldorf, Germany, for a total subscription price of eighteen thousand one hundred and eighteen euro and sixty five cents (EUR 18,118.65), out of which twelve thousand nine hundred seventy one euro and thirteen cents (EUR 12,971.13) shall be allocated to the share capital of the Company and five thousand one hundred and forty seven euro and fifty two cents (EUR 5,147,52) shall be allocated to the share premium account of the Company.

All the subscribers are here represented by Mr Holge Holle, prenamed, by virtue of proxies given and here attached.

All the Newly Issued Shares have been entirely paid in cash so that the amount of three million seventy six thousand and eleven euro and seventy one cents (EUR 3,076,011.71) is as of now available to the Company, as it has been justified to the undersigned notary.

#### *Third resolution*

The Sole Shareholder further resolves to remove Pierre Beissel as manager of the Company and to decide to grant provisional discharge to Pierre Beissel for fulfilment of the mandate of Company which discharge shall be fully granted upon approval of annual year 30 June 2011 and to appoint the following persons as manager of the Company for an unlimited term:

- Robert Friedman, born on 19 March 1943 in New York, United States of America, professionally residing at 68, Island Drive, 10580, Rye, New York, United States of America,

- Pascale Nutz, born on 7 July 1969 in Douarnenez, France, professionally residing at 5, rue Guillaume Kroll, L- 1882 Luxembourg.

As a result of this resolution the board of managers is now composed as follows:

- John Sutherland as manager of the Company for an unlimited term,

- Robert Friedman as manager of the Company for an unlimited term,

- Pascale Nutz as manager of the Company for an unlimited term.

#### *Fourth resolution*

The Sole Shareholder resolves to restate and amend the Articles of Incorporation of the Company which shall read henceforth as follows:

### **"A. Purpose - Duration - Name - Registered office**

**Art. 1.** There is hereby established among the current owner of the shares created hereafter and all those who may become Shareholders in future, a société à responsabilité limitée (the "Company") which shall be governed by the law of 10 August 1915 regarding commercial companies (the "Law"), as amended, as well as by the present articles of incorporation (the "Articles").

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

The Company may further guarantee, grant loans or otherwise assist the companies in which it holds a direct or indirect participation or which form part of the same group of companies as the Company.

The Company may, except by way of public offering, raise funds especially through borrowing in any form or by issuing any kind of notes, securities or debt instruments, bonds and debentures and generally issue securities of any type.

The Company may carry out any commercial, industrial or financial activities which it may deem useful in accomplishment of its purpose.

**Art. 3.** The Company is incorporated for an unlimited period of time.

**Art. 4.** The Company is incorporated under the name of "Lata Lux Holding Parent".

**Art. 5.** The registered office of the Company is established in Luxembourg, Grand Duchy of Luxembourg. It may be transferred to any other place in the Grand Duchy of Luxembourg by the general meeting of its Shareholders or by mean of a resolution of its sole Shareholder, as the case may be. A transfer of the registered office within the same municipality may be decided by a resolution of the Board. Branches or other offices may be established either in Luxembourg or abroad.

### **B. Share capital - Shares**

**Art. 6.** The Company's share capital is set at two million nine hundred forty-one thousand four hundred thirty-nine euro and seventy-three cents (EUR 2,941,439.73) represented by

- Forty million six hundred eighty-one thousand five hundred eighty-three (40,681,583) Class A Shares,
- Fifteen million four hundred fourteen thousand three hundred ninety-seven (15,414,397) Class B Shares,
- Ninety-eight million forty-seven thousand nine hundred ninety-three (98,047,993) Class C Shares,
- Twenty million (20,000,000) Class D Shares,
- Twenty million (20,000,000) Class E Shares,
- Twenty million (20,000,000) Class F Shares,
- Twenty million (20,000,000) Class G Shares,
- Twenty million (20,000,000) Class H Shares,
- Twenty million (20,000,000) Class I Shares and
- Twenty million (20,000,000) Class J Shares,

each Share with a nominal value of one cent (EUR 0.01) and with such rights and obligations as set out in the present Articles.

Each Share is entitled to one vote at ordinary and extraordinary general meetings.

**Art. 7.** The capital of the Company may be increased or reduced by a resolution of the Shareholders adopted in the manner required for an amendment of these Articles. The share capital of the Company may be reduced through the cancellation of Shares including by the cancellation of one or more entire classes of Shares through the repurchase and cancellation of all the Shares in issue in such class(es) in accordance with Article 31 provided that (i) any reduction in the issued capital of the Company shall be permitted only in accordance with the repurchase and cancellation procedures of Article 31; (ii) any subdivision of a Class of Shares into new Classes of Shares must result in each Shareholder of the former undivided Class of Shares holding a proportionate part of each new subdivided Class of Shares; and (iii) any combination or aggregation of Classes of Shares into a new Class of Shares must result in each Shareholder of the former Classes of Shares holding a proportionate part of the new, combined Class of Shares.

**Art. 8.** The Company will recognize only one holder per share. The joint co-owners shall appoint a single representative who shall represent them towards the Company.

**Art. 9.** 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. Subject to the provisions of the Shareholders' Agreement, the amount of the premium account may be used to provide for the payment of any Shares which the Company may repurchase from its Shareholders, to offset any net realised losses, to make distributions to the Shareholders in the form of a dividend or to allocate funds to the legal reserve.

**Art. 10.** The death, suspension of civil rights, bankruptcy or insolvency of one of the Shareholders will not cause the dissolution of the Company.

**Art. 11.** Neither creditors, nor assigns, nor heirs may for any reason affix seals on assets or documents of the Company.

### C. Management

#### **Art. 12. Board of Managers.**

12.1 The Company is managed by the Board

12.2 The Board shall consist of three managers who are appointed by the general meeting of Shareholders which sets the term of their office. Each manager may be dismissed freely at any time and without specific cause by or upon proposal of the Institutional Investor proposing such manager for appointment. The Board may be increased or decreased as may be approved by Shareholders with a Sharing Percentage greater than 50%. Blackstone Funds shall be entitled to propose for appointment (and removal and reappointment) at least two managers to the Board. Regardless of the number of managers that, from time to time, compose the Board the Nmás 1 Funds shall be entitled to propose for appointment (and removal and reappointment) one manager to the Board. Blackstone Funds shall be entitled to nominate one of its managers on the Board as chairman. No manager shall be appointed or removed except in accordance with this Article 12.2 (subject to mandatory prescriptions of law).

12.3 Blackstone Funds and Nmás 1 Funds shall each be entitled to propose for appointment (and removal and reappointment) one observer to the Board (each, an "Observer"). Each Observer shall receive the same notices and documentation (including the agenda, minutes, committee reports and any other documentation) for meetings as is given to the managers. No Observer shall have the right to vote on any matter under consideration by the Board. Each Observer shall be bound by the same duties of confidentiality as apply to the managers (and any Observer will be required to execute any confidentiality undertaking as may reasonably be requested by the Board).

12.4 Notwithstanding the provisions of Article 12.2 and 12.3, Nmás 1 Funds shall cease to be entitled to propose for appointment a manager or Observer to the Board in the event that Nmás 1 Fund's holding of Shares (taken together with those of its Permitted Transferees), falls below 2% of the total issued share capital of the Company. If Nmás 1 Funds cease to be entitled to propose for appointment a manager pursuant to the preceding sentence, the size of the Board shall be deemed to automatically decrease accordingly, and Nmás 1 Funds shall take all necessary steps to immediately remove such manager.

12.5 Each Institutional Investor shall have the right voluntarily to relinquish its entitlement to propose for appointment a manager (or managers), or an Observer, to the Board by delivery of written notice to the Company and to the other Institutional Investor.

12.6 Any manager (or Observer) of the Board proposed for appointment by an Institutional Investor may be removed (with or without cause) from time to time and at any time by or upon the direction of the Institutional Investor proposing such manager (or Observer) for appointment. Any vacancy on the Board in respect of a manager (or Observer) proposed for appointment by an Institutional Investor may be filled by the Institutional Investor entitled to propose such manager (or Observer) for appointment.

12.7 The rights of the Institutional Investors to appoint managers and Observers shall not be transferable, directly or indirectly, except (i) in the case of Nmás 1 Funds, to a Permitted Transferee which acquires any of Nmás 1 Fund's Shares or to a Transferee of all of Nmás 1 Fund's Shares, or (ii) in the case of Blackstone Funds, to a Transferee of any of Blackstone Fund's Shares; provided that such right shall be transferable, directly or indirectly, by each Institutional Investor to one or more of its Affiliated VCOC Shareholders.

12.8 Each Shareholder shall take all action in its power and authority as Shareholder and, if applicable, vote its shares and instruct its designees on the Board, so as to effectuate the appointments, removals and reappointments of each manager, Chairman and Observer contemplated in this Article 12 and Secretary contemplated in Article 13.

12.9 Subject to Articles 18 and 19, the Board shall have full and complete discretion to manage and control the Company, to make all decisions affecting the business and affairs of the Company and to take all such actions as it deems necessary or appropriate to accomplish the purposes of the Company.

12.10 Without prejudice the limitations set out in Article 18.1 and 18.2, which limitations shall apply only towards the Company and the Shareholders, only the Luxembourg Manager (acting alone or jointly with another manager) shall be permitted to (A) bind the Company, or (B) execute any documents to be signed by the Company.

### **Art. 13.**

13.1 The Blackstone Funds shall be entitled to choose from among its members a chairman in accordance with the provisions of Article 12, and such manager shall not be entitled to an additional casting vote.

13.2 The Board shall also appoint a Secretary in accordance with the provisions of Article 12 who need not be a manager, and who shall be responsible for keeping the minutes of the meetings of the Board and of the Shareholders.

13.3 Regular meetings of the Board (or any committee thereof) may be called on no less than five Business Days notice to each manager, either personally, by telephone, by mail, by electronic mail or by any other means of communication reasonably calculated to give notice, at such times and at such places as shall from time to time be determined by the Board, the relevant committee thereof, or the Chairman, as applicable. Any manager may request that the Chairman call a special meeting of the Board, any committee thereof on not less than five Business Days' notice by the Chairman to each other manager, either personally, by mail, by electronic mail or by any other means of communication reasonably calculated to give notice. Notice of a regular or special meeting need not be given to any manager who signs the list of attendees at the start of the relevant board meeting or if a written waiver of notice, executed by such manager before or after the meeting, is filed with the records of the meeting, or to any manager who attends the meeting without protesting the lack of notice prior thereto or at its commencement. A waiver of notice need not specify the purposes of the meeting.

13.4 At all duly called meetings of the Board (or any committee thereof), a majority of the total number of managers shall constitute a quorum for the transaction of business and, except as provided in Articles 18 and 19, the vote of a majority of the total number of managers may approve any matter before the Board, or a committee thereof.

13.5 All the meetings of the Board shall be held at the Company's registered office or any other place in Luxembourg. No meetings of the Board shall at any time be held in the United Kingdom, in Germany or Spain.

13.6 The chairman of the Board shall preside at all meetings of the Board, in his absence, however, the Board may appoint another manager as chairman pro tempore by vote of the majority present at any such meeting.

13.7 Each manager shall be entitled to one vote at any meeting of the Board (or a committee thereof).

If a quorum shall not be present at any meeting of the Board (or any committee thereof) the Managers present thereat may adjourn the meeting from time to time until a quorum shall be present.

13.8 Any manager may act at any meeting of the Board by appointing in writing or by cable, telegram, telex or facsimile another manager as his proxy. A manager may represent one or more of his colleagues. Any manager may participate in any meeting of the Board by conference-call or by other similar means of communication allowing all the persons taking part in the meeting to hear and to speak to each other, provided however that no manager may at any time participate by such means situated at the time of the meeting in the United Kingdom, in Germany or in Spain. The participation in a meeting by these means shall constitute presence in person at such meeting.

13.9 The Board may, unanimously, pass resolutions by circular means when expressing its approval in writing, by cable, telegram, telex or facsimile, or any other similar means of communication, to be confirmed in writing. The entirety will form the minutes giving evidence of the passing of the resolution.

**Art. 14.** The minutes of any meeting of the Board shall be signed by the chairman or, in his absence, by the vice-chairman, or by two managers. Copies or excerpts of such minutes, which may be produced in judicial proceedings or otherwise shall be signed by the chairman, or by two managers.

**Art. 15.** The managers do not assume, by reason of their position, any personal liability in relation to commitments regularly made by them in the name of the Company. They are authorized agents only and are therefore merely responsible for the execution of their mandate.

**Art. 16.** The Board may decide to pay interim dividends on the basis of a statement of accounts prepared by the Board showing that sufficient funds are available for distribution, it being understood that the amount to be distributed may not exceed realized profits since the end of the last fiscal year, increased by carry-forward profits and distributable reserves, but decreased by carry-forward losses and sums to be allocated to a reserve to be established by law or by these Articles. Any distribution of interim dividends shall be made in accordance with the Shareholder Agreement.

#### **D. Shareholder rights**

##### **Art. 18. Significant Actions and Supermajority Actions.**

18.1 The Company shall not take, or agree or commit to take, any action that is a Significant Action without the affirmative vote of Nmás 1 Funds as Shareholder at a properly convened general meeting of Shareholders of the Company.

18.2 The Board (or any committee thereof) shall not take, or agree or commit to take, any Supermajority Action in relation to the Company or a Company Subsidiary, as applicable, without Supermajority Approval.

##### **Art. 19. Investor Consents.**

19.1 The Company shall not take, or agree or commit to take, any action that is a Reserved Matter without Investor Consent.

19.2 Any resolution of the Shareholders shall require Investor Consent in order to be valid and effective.

19.3 The undertakings and agreements set out in Articles 19.1 and 19.2 are given for the benefit of (and may be waived by) Blackstone Funds and no one else.

19.4 The provisions of this Article 19 are without prejudice to Article 18.

##### **Art. 20. VCOC Shareholders.**

20.1 With respect to each Blackstone Funds Shareholder and Nmás 1 Funds Shareholder and upon the written notice of any such Shareholder, each Affiliate thereof that directly or indirectly through one or more wholly-owned Subsidiaries, holds any Shares, in each case, that is intended to qualify its direct or indirect investment in the Company as a "venture capital investment" as defined in the Plan Asset Regulations (each, a "VCOC Shareholder"), for so long as the VCOC Shareholder, directly or through one or more Subsidiaries, continues to hold any Shares, without limitation or prejudice to any of the rights provided to the Shareholders hereunder, the Company shall, and shall cause each Group Company to, with respect to each such VCOC Shareholder:

20.1.1 provide such VCOC Shareholder or its designated representative with:

20.1.1.1 the right to visit and inspect any of the offices and properties of the Group and inspect and copy the books and records of the Group, as the VCOC Shareholder or its designated representative shall reasonably request;

20.1.1.2 as soon as available and in any event within 120 days after the end of each of the first three quarters of each Financial Year, consolidated balance sheets as of the end of such period, and consolidated statements of income and cash flows for the period then ended, in each case, of the Group prepared in conformity with generally accepted accounting principles applicable to the Company applied on a consistent basis, except as otherwise noted therein, and subject to the absence of footnotes and to year-end adjustments;

20.1.1.3 as soon as available and in any event within 150 days after the end of each Financial Year, a consolidated balance sheet as of the end of such year, and consolidated statements of income and cash flows for the year then ended, in each case of the Group prepared in conformity with generally accepted accounting principles applicable to the Company applied on a consistent basis, except as otherwise noted therein, together with an auditor's report thereon of a firm of established national reputation;

20.1.1.4 to the extent the Company or any Group Company is required by law or pursuant to the terms of any outstanding indebtedness of the Company to prepare such reports, any annual reports, quarterly reports and other periodic reports pursuant to Section 13 or 15(d) of the Exchange Act or otherwise, actually prepared by the Company or Group Company, as soon as available;

20.1.1.5 copies of all materials provided to the Board at the time and in the manner provided to the Board and, if requested, copies of all materials provided to any Subsidiary Board; provided that the Company shall be entitled to exclude portions of such materials to the extent providing such portions would be reasonably likely to result in the waiver of attorney-client privilege; and

20.1.1.6 within a reasonable time following written request, copies of all documents, financial data and other Information regarding the Company's or any other member of the Group's operations, activities, finances, and accounts as the VCOC Shareholder or its designated representative shall reasonably request;



20.1.2 make appropriate officers and/or managers of the Company and each Group Company available periodically and at such times as reasonably requested by the VCOC Shareholder for consultation with the VCOC Shareholder or its designated representative with respect to matters relating to the business, finances, accounts and affairs of the Group, including significant changes in management personnel and compensation of employees, introduction of new products or new lines of business, important acquisitions or dispositions of plants and equipment, significant research and development programs, the purchasing or selling of important trademarks, licenses or concessions or the proposed commencement or compromise of significant litigation;

20.1.3 to the extent consistent with applicable law (and with respect to events which require public disclosure, only following the Company's public disclosure thereof through applicable securities law filings or otherwise), inform the VCOC Shareholder or its designated representative in advance with respect to any significant corporate actions, including extraordinary dividends, mergers, acquisitions or dispositions of assets, issuances of significant amounts of debt or equity and material amendments to the organizational documents of the Company and any Group Company, and to provide the VCOC Shareholder or its designated representative with the right to consult with the Company and each Group Company with respect to such actions; and

20.1.4 provide the VCOC Shareholder or its designated representative with such other financial or other information and rights of consultation which the VCOC Shareholder's counsel may determine to be reasonably necessary under applicable legal authorities promulgated after the date hereof to qualify its investment in the Company as a "venture capital investment" for purposes of the Plan Asset Regulations.

20.2 The Company agrees to consider, in good faith, the recommendations of each VCOC Shareholder or its designated representative in connection with the matters on which it is consulted as described above, recognizing that the ultimate discretion with respect to all such matters shall be retained by the relevant Group Company.

20.3 In the event the Company ceases to qualify as an "operating company" (as defined in the first sentence of 2510.3-101 (c)(1) of the Plan Asset Regulations) or the investment in the Company by a VCOC Shareholder does not qualify as a "venture capital investment" as defined in the Plan Asset Regulations, then the Company and each Shareholder will cooperate in good faith to take all reasonable actions necessary to preserve the VCOC status of each VCOC Shareholder or such investment, as the case may be, it being understood that such reasonable actions shall not require a VCOC Shareholder to purchase or sell any investments.

**Art. 21.** Each Shareholder may participate in the collective decisions irrespective of the numbers of shares which he owns. Each Shareholder is entitled to as many votes as he holds or represents shares.

**Art. 22.** Subject to Articles 18 and 19, collective decisions of the Shareholders are only validly taken in so far they are adopted by Shareholders owning more than half of the share capital.

Subject to the Articles 18 and 19, the amendment of the Articles requires the approval of a majority of Shareholders representing three quarters of the share capital at least.

**Art. 23.** A sole Shareholder, as the case may be, exercises the powers granted to the general meeting of shareholders under the provisions of section XII of the Law.

## **E. Preemptive rights - Transfer of shares**

### **Art. 24. Preemptive Rights.**

24.1 Subject to Article 24.5, if the Company proposes to issue any New Securities to, or enter into any contracts, commitments, agreements, understandings or arrangements of any kind relating to the issuance of any New Securities with, any Person (other than any member of the Group), the Company shall deliver to each Shareholder a written notice of such proposed issuance at least 30 Business Days prior to the date of the proposed issuance (the period from the effectiveness of such notice until the date of such proposed issuance, the "Subscription Period").

24.2 Subject to Article 24.5, each Shareholder (a "Participating Shareholder") shall have the option, exercisable at any time during the first ten Business Days of the Subscription Period, by delivering written notice to the Company and on the same terms as those of the proposed issuance of such New Securities, to subscribe for any number of such New Securities up to the product of (a) a fraction the numerator of which is the number of shares held by the Participating Shareholder of the same class as the New Securities being issued and the denominator of which is the number of shares held by all Shareholders of the same class as the New Securities being issued, and (b) the aggregate number of New Securities being issued. In the event that the New Securities being issued are of a class of shares not held by any Shareholder, subject to Article 24.5, each Participating Shareholder shall have the option, exercisable at any time during the first ten Business Days of the Subscription Period, by delivering written notice to the Company and on the same terms as those of the proposed issuance of such New Securities, to subscribe for any number of such New Securities up to such Participating Shareholder's Sharing Percentage of any such New Securities.

24.3 In the event that any Participating Shareholder elects to purchase less than the maximum number of New Securities allocated to such Participating Shareholder pursuant to Article 24.2, the Company shall deliver to each other Participating Shareholder a written notice thereof not later than the 15th Business Day of the Subscription Period, including the number of New Securities which were subject to the purchase right and were not elected to be purchased by the declining Shareholders and such Participating Shareholders, and each other Participating Shareholder may subscribe for such New

Securities before the expiration of the Subscription Period pro rata to the number of New Securities allocated pursuant to Article 24.2 to those other Participating Shareholders wishing to subscribe for such New Securities, or as those other Participating Shareholders may otherwise agree.

24.4 Notwithstanding the foregoing provisions of this Article 24, in the event that the Board determines that any issue of New Securities subject to this Article 24 is required prior to the expiration of the Subscription Period, the Company may proceed to complete such issue prior to the expiration of the Subscription Period, so long as provision is made in such issue such that subsequent to the Subscription Period the purchaser(s) will be obligated to transfer (at no cost to such Shareholder that is incremental to the cost had such Shareholder purchased such New Securities directly pursuant to the Offer) that portion of such New Securities to any Shareholder properly electing to participate in such issue pursuant to this Article 24 sufficient to satisfy the terms of this Article 24 as if such Shareholder had acquired such Shares pursuant to this Article 24.

24.5 Subject to the provisions of the Shareholder Agreement and except in the circumstances specified in Article 24.6, any issue of Class A Shares will be accompanied by an issue of PECs so as to preserve (assuming full take up to such offers) the same ratio of Shares to PECs in existence immediately prior to such issue.

#### 24.6 Excepted Issuances.

24.6.1 The Parties agree that the terms of Article 24.1 to 24.4 shall not apply to: (i) the issuance or grant of New Securities pursuant to any Management Equity Plan or to officers, employees or consultants of any member of the Group or other persons having a relationship with the Group pursuant to individual employment arrangements or any other equity-based employee benefits plan or arrangement, in each case that has been approved by the Board or the relevant Subsidiary Board, as applicable; (ii) the issuance or sale of New Securities to a seller or its designee in connection with, and as consideration for, the Group's direct or indirect acquisition by merger or other business combination of any Person's business or assets, which acquisition has been approved by Shareholders holding a Sharing Percentage of more than 50%; (iii) the issuance or sale of New Securities to financial institutions, commercial lenders or other debt providers or their designees, in connection with commercial loans or other debt financing by such financial institutions, commercial lenders or other debt providers, which are approved by the Board; (iv) the issuance or sale of New Securities pursuant to any joint venture, partnership or other strategic transaction approved by the Board; (v) the issuance of New Securities pursuant to the terms of options or convertible or exchangeable securities or other similar securities which have been issued, sold or granted in compliance with this Article VIII; (vi) the issuance of New Securities pursuant to a Listing; or (vii) the issuance of New Securities in connection with any pro rata stock split or any Reorganization; provided that Nmás 1 Funds are not prejudiced by any of the matters referred to in clauses (i) through (vii) in any way that is worse for Nmás 1 Funds than for Blackstone Funds. The matters referred to in clauses (i) through (vii) of this Article 24.5 shall be subject to the provisions of Article 18 if and to the extent the provisions of Article 19 are applicable to such matters.

24.6.2 Notwithstanding the provisions of Article 24.1 to 24.4, if the offer, subscription or sale of New Securities to any Shareholder (other than an Institutional Investor) (i) would require the production of a prospectus or an equivalent form of offering document, or (ii) cannot be made in compliance with all applicable laws and regulations without disproportionate delay or expense, then such Shareholder (other than an Institutional Investor) may, in the discretion of the Board, be excluded from such offer, subscription or sale.

### **Art. 25. Transfer of Shares.**

#### 25.1 General Transfer Restrictions

25.1.1 A transferor may only transfer Class A Shares, if at the same time, such transferor also makes a proportionate transfer of PECs (and vice versa) so that the ratio of Class A Shares to PECs held before such transfer shall, as closely as possible, equal the ratio of Class A Shares to PECs held after such transfer.

25.1.2 Transfers of Shares are subject to the requirements of article 189 of the Law. No Transfers of Shares are permitted other than in accordance with this Article 25 or, in the case of the Managers, in accordance with Article 26. The transfer of Shares must be evidenced by a notarial deed or by a private contract. Any such transfer is not binding upon the Company and upon third parties unless duly notified to the Company or accepted by the Company, in pursuance of article 190 of the Law and article 1690 of the Luxembourg Civil Code.

25.1.3 Subject to Article 25.6 and subject to compliance with Article 25.4, to the extent Article 25.4 is applicable to such Transfer, Blackstone Funds shall be entitled to Transfer, directly or indirectly all or a portion of its Shares (i) at any time, or (ii) pursuant to a Permitted Transfer or a Listing. In the case of a Permitted Transfer or a Listing, neither Article 25.4 nor Article 25.5 shall apply.

#### 25.2 Nmás 1 Funds Transfer Restrictions.

25.2.1 Nmás 1 Funds shall not, without prior Investor Consent, Transfer any Shares, except (i) in accordance with Article 25.2.2 or (ii) pursuant to a Permitted Transfer or in connection with a Transfer pursuant to Article 25.4 or 25.5 or a Listing.

25.2.2 From and after the first day following the eighth anniversary of the Closing Date, if a Listing has not occurred on or before the eighth anniversary of the Closing Date, then thereafter Nmás 1 Funds may Transfer all or a portion of their Shares; provided that (i) any Transfer in accordance with this Article 25.2.2 shall be subject to Article 25.3 and

without prejudice to Article 25.4 or 25.5, and (ii) Nmás 1 Funds may only Transfer Shares in accordance with Article 25.2.2 once in any twelve-month period.

25.2.3 Any purported Transfer by Nmás 1 Funds in violation of these Articles shall be null and void and the Company shall in no way give effect to any such impermissible Transfer.

### 25.3 Preemption Right.

If Nmás 1 Funds propose to Transfer Shares, other than pursuant to a Permitted Transfer, a Transfer pursuant to Articles 25.4 or 25.5 or a Listing, the provisions of this Article 25.3 shall apply.

25.3.1 Notice. Nmás 1 Funds shall furnish a written notice of such proposed Transfer (an "Offer Notice") to Blackstone Funds prior to any such proposed Transfer. The Offer Notice shall include or enclose, as applicable:

25.3.1.1 (A) the number of Shares proposed to be Transferred by Nmás 1 Funds (the "Subject Securities"), (B) the cash purchase price (denominated in Euro) per Share or the formula by which such cash price (denominated in Euro) is to be determined, (the "Price"), (C) the identity of the prospective third party purchaser(s) (the "Prospective Buyer"), (D) the proposed Transfer date, and (E) a copy of the written offer (the "Offer"), which may be subject to completion of due diligence, the period for which shall not be longer than thirty days from the date of such Offer (the "Due Diligence Period"), pursuant to which Nmás 1 Funds propose to sell and the Prospective Buyer proposes to purchase the Subject Securities, subject to Blackstone Fund's rights under this Article 25.3; and

25.3.1.2 an irrevocable offer to Blackstone Funds to sell (subject to the other provisions of this Article 25) the Subject Securities at such cash prices and on the terms as set out in or enclosed with the Offer Notice in accordance with Article 25.3.1.1 above.

### 25.3.2 Exercise.

25.3.2.1 Blackstone Funds may, within 40 days after the date of receipt of the Offer Notice (the "Offer Deadline"), accept the offer to sell set forth in the Offer Notice with respect to the Subject Securities at the prices and on the terms set forth in the Offer Notice by furnishing a written notice (the "Acceptance Notice") to Nmás 1 Funds of such acceptance.

25.3.2.2 If Blackstone Funds do not furnish an Acceptance Notice before the expiry of the Offer Deadline, they shall be deemed to have waived their rights to purchase such Subject Securities under this Article 25.3.2 and Nmás 1 Funds shall thereafter be free to Transfer, within the Transfer Period and subject to Article 25.4, the Subject Securities to the Prospective Buyer pursuant to the Offer; provided that, (i) in the case of an Offer that is subject to completion of due diligence, if the period of due diligence extends beyond the Due Diligence Period, or (ii) at the end of the Due Diligence Period, if there has been any material change to the terms of the Offer (including as to the Price), or (iii) if at the end of the 120<sup>th</sup> day after the date of expiry of the Offer Deadline Nmás 1 Funds have not completed the Transfer of the Subject Securities pursuant to the Offer including the Price, it shall be necessary for a separate Offer Notice to be furnished to Blackstone Funds, and the terms and provisions of this Article 25.3 separately complied with, in order to consummate a Transfer of the Subject Securities; and, provided, further, that Nmás 1 Funds may only deliver an Offer Notice to Blackstone Funds in accordance with this Article 25.3 once in any twelve-month period.

25.3.3 Irrevocable Offer. The acceptance by Blackstone Funds contained in an Acceptance Notice shall be irrevocable, and, subject to Article 25.3.4 below, Blackstone Funds shall be bound and obligated to purchase and Nmás 1 Funds shall be bound and obligated to sell the Subject Securities.

25.3.4 Additional Compliance. If at the end of the 120th day after the date of delivery of an Acceptance Notice (as such period may be extended to obtain any required regulatory approvals), Blackstone Funds and Nmás 1 Funds have not completed the Transfer of the Subject Securities (other than due to the failure by Blackstone Funds or Nmás 1 Funds to perform its obligations under this Article 25.3), Nmás 1 Funds and Blackstone Funds shall be released from their respective obligations hereunder, the Acceptance Notice shall be null and void, and it shall be necessary for a separate Offer Notice to be furnished, and the terms and provisions of this Article 25.3 separately complied with, in order to consummate a Transfer of the Subject Securities.

25.3.5 Deemed Representation. The receipt of consideration by Nmás 1 Funds selling Shares in payment for the transfer of such Shares to Blackstone Funds in accordance with this Article 25.3 shall be deemed a representation and warranty by Nmás 1 Funds to Blackstone Funds that: (i) Nmás 1 Funds have full right, title and interest in and to such Shares; (ii) Nmás 1 Funds have all necessary power and authority and has taken all necessary actions to sell such Shares as contemplated by this Article 25.3; and (iii) such Shares are free and clear of any and all liens or encumbrances.

### 25.4 Tag-Along Rights of the Institutional Investors.

25.4.1 If any Institutional Investor (a "Selling Holder") proposes to Transfer (in the case of Nmás 1 Funds, in compliance with Article 25.2 and subject to prior compliance with Article 25.3) to any Person (such Person, the "Tag Along Purchaser") any or all of such Selling Holder's Shares (other than pursuant to a Permitted Transfer, a Transfer by Nmás 1 Funds in accordance with Article 25.5 or pursuant to a Listing) (a "Proposed Sale"), then the Selling Holder shall furnish to the Company and the other Institutional Investor who is not a Selling Holder (a "Non-Selling Holder"), a written notice of such Proposed Sale (the "Tag Along Notice"). The Tag Along Notice shall include:

25.4.1.1 the material terms and conditions of the Proposed Sale, including (A) the number of Shares proposed to be so Transferred, (B) the name and address of the proposed Transferee or Transferees (the "Proposed Transferee"), (C) the proposed amount and form of consideration per Share (and if such consideration consists in part or in whole of



property other than cash, the Selling Holder will provide a good faith estimate of the fair market value of such non-cash consideration and such information, to the extent reasonably available to the Selling Holder, relating to such non-cash consideration as any Non-Selling Holder may reasonably request in order to evaluate such non-cash consideration), and (D) the fraction, expressed as a percentage, determined by dividing the number of Shares, to be purchased from the Selling Holder by the total number of Shares, held by the Selling Holder (the "Tag Along Sale Percentage"); and

25.4.1.2 an invitation to the Non-Selling Holder to make an offer (a Non-Selling Holder who elects to take up such an offer being the "Tagging Holder" and, together with the Selling Holder, the "Tag Along Sellers") to include in the Proposed Sale to the applicable Proposed Transferee(s) Shares held by such Tagging Holder (not in any event to exceed the Tag Along Sale Percentage of the total number of Shares held by such Tagging Holder). The Selling Holder will deliver or cause to be delivered to the Tagging Holder copies of all transaction documents relating to the Proposed Sale as the same become available.

25.4.2 The Tagging Holder must exercise the tag-along rights provided by this Article 25.4 within ten Business Days following delivery of the Tag Along Notice by delivering a notice (the "Tag Along Offer") to the Selling Holder and the Company indicating its desire to exercise its rights and specifying the number of Shares it desires to Transfer (not in any event to exceed the Tag Along Sale Percentage of the total number of Shares held by such Tagging Holder). If the Tagging Holder does not make a Tag Along Offer in compliance with the above requirements, including the time period, it shall be deemed to have waived its tag-along rights with respect to such Proposed Sale, and the Selling Holder shall thereafter be free to Transfer, within a period of 90 days following the expiration of such 10 Business Day period (such 90 day period, the "Transfer Period"), the Shares to the Proposed Transferee, for the same form of consideration, at a price no greater than the price set forth in the Tag Along Notice and on other terms and conditions which are not materially more favorable to the Selling Holder than those set forth in the Tag Along Notice. In order to be entitled to exercise its right to sell Shares to the Proposed Transferee pursuant to this Article 25.4, the Tagging Holder must agree to make to the Proposed Transferee the same representations, warranties, covenants, indemnities and other agreements as the Selling Holder agrees to make in connection with the Proposed Sale; provided that (i) any representations warranties, covenants, indemnities and other agreements shall be made severally and not jointly, and (ii) the Tagging Holder shall not be obligated to enter into any non-competition or other post-closing covenant that restricts its activities in any way. Each Tag Along Seller will be responsible for its proportionate share of the costs of the Proposed Sale based on the gross proceeds received or to be received in such Proposed Sale to the extent not paid or reimbursed by the Proposed Transferee.

25.4.3 The offer of the Tagging Holder contained in the Tagging Holder's Tag Along Offer shall be irrevocable and, to the extent such offer is accepted, the Tagging Holder shall be bound and obligated to Transfer in the Proposed Sale on the same terms and conditions (subject to Article 25.4.3, with respect to each Share Transferred, as the Selling Holder, up to such number of Shares as the Tagging Holder shall have specified in its Tag Along Offer; provided, however, that if the Tagging Holder elects to sell a number of Shares which, when aggregated with the number of Shares the Selling Holder wishes to sell, is greater than the number of Shares which the Tag Along Purchaser wishes to purchase, the number of Shares to be sold by the Selling Holder and the Tagging Holder shall be reduced proportionately based on the number of Shares each wishes to sell and, provided, further, that if the material terms of the Proposed Sale change with the result that the price per Share shall be less than the prices set forth in the Tag Along Notice, the form of consideration shall be different or the other terms and conditions shall be materially less favorable to the Tag Along Sellers than those set forth in the Tag Along Notice, the Tagging Holder shall be permitted to withdraw the offer contained in the Tag Along Offer by written notice to the Selling Holder and upon such withdrawal shall be released from its obligations.

25.4.4 If any Tagging Holder exercises its rights under this Article 25.4, the closing of the purchase of the Shares with respect to which such rights have been exercised will take place concurrently with the closing of the sale of the Selling Holder's Shares to the Proposed Transferee; provided, however, that if Blackstone Funds, as a Tagging Holder, exercise their rights under this Article 25.4 in respect of a proportion of its Shares as would give rise to tag-along right in favour of each Manager pursuant to Article 26.2.2, the closing of the purchase of Nmás 1 Fund's Shares and of the Shares with respect to which Blackstone Funds have exercised their tag-along rights under this Article 25.4 will be subject to the provisions of Article 26.2.2.

#### 25.5 Drag Along Obligations of Nmás 1 Funds.

25.5.1 Notwithstanding anything contained in this Article 25 to the contrary, if Blackstone Funds propose to Transfer to any Person more than 50% or all of its Shares for cash or non-cash consideration (a "Sale Proposal") (other than pursuant to a Permitted Transfer) (a "Required Sale"), then Blackstone Funds shall be entitled to deliver a written notice (a "Required Sale Notice") with respect to such Sale Proposal at least ten Business Days prior to the anticipated closing date of such Required Sale to the Company and to Nmás 1 Funds.

25.5.2 The Required Sale Notice will include the material terms and conditions of the Required Sale, including (i) the name and address of the Proposed Transferee, (ii) the proposed amount and form of consideration per Share (the "Dragging Consideration") (and if such consideration consists in part or in whole of non-cash consideration, Blackstone Funds will provide such information, to the extent reasonably available to Blackstone Funds, relating to such non-cash consideration as Nmás 1 Funds may reasonably request in order to evaluate such non-cash consideration), (iii) the fraction, expressed as a percentage, determined by dividing the number of Shares to be sold by Blackstone Funds by the total number of Shares held by Blackstone Funds (the "Drag Along Percentage") and (iv) if known, the proposed Transfer date.

Blackstone Funds will deliver or cause to be delivered to Nmás 1 Funds copies of all transaction documents relating to the Required Sale promptly as the same become available.

25.5.3 Nmás 1 Funds, upon receipt of a Required Sale Notice, shall be obligated to (i) sell the Drag Along Percentage of the total number of its Shares, (ii) participate in the Required Sale contemplated by the Sale Proposal, (iii) to enter into agreements relating to the Required Sale, and (iv) to agree (as to itself) to make to the proposed purchaser the same representations, warranties, covenants and agreements as Blackstone Funds agree to make in connection with the Required Sale. If at the end of the 120th day after the date of delivery of the Required Sale Notice (as such period may be extended to obtain any required regulatory approvals) Blackstone Funds have not completed the proposed sale, the Required Sale Notice shall be null and void, Nmás 1 Funds shall be released from its obligations under the Required Sale Notice and it shall be necessary for a separate Required Sale Notice to be furnished and the terms and provisions of this Article 25.5 separately complied with in order to consummate any Sale Proposal.

25.5.4 Nmás 1 Funds shall be treated proportionately the same as Blackstone Funds in relation to any expenses incurred by Nmás 1 Funds in connection with any Sale Proposal.

#### 25.6 Other Transfer Restrictions.

25.6.1 In addition to any other restrictions on the Transfer of Shares contained herein, each Shareholder agrees that in no event shall any Transfer of Shares by any Shareholder be made:

25.6.1.1 to any Person who lacks the legal right, power or capacity to own such Shares;

25.6.1.2 if such Transfer requires the registration or other qualification of such Shares pursuant to any applicable securities laws; or

25.6.1.3 if in the determination of the Board, such Transfer would require the prior consent of any regulatory agency and such prior consent has not been obtained.

25.6.2 The transfer restrictions, tag-along rights and drag-along obligations applicable to the Managers under Article 26.2.2, 26.2.3 and 26.2.4 shall apply mutatis mutandis to any Person becoming Shareholder

#### 25.7 Further Assurances.

25.7.1 Subject to the other provisions of this Article 25, each Shareholder shall take or cause to be taken all such actions as may be necessary or reasonably desirable (including the passing of any Shareholders' or Board resolutions) in order expeditiously to consummate each Transfer to which it is a party pursuant to Article 25.3, Article 25.4 or Article 25.5 and any related transactions, including executing, acknowledging and delivering consents, assignments, waivers and other documents or instruments; furnishing information and copies of documents; filing applications, reports, returns, filings and other documents or instruments with governmental authorities; and otherwise cooperating with the relevant Parties.

25.7.2 With respect to each Permitted Transfer that an Institutional Investor may make or propose to make, each other Shareholder hereby irrevocably consents to such Permitted Transfer, hereby grants a power of attorney and proxy to such Institutional Investor to vote the Shares held by such other Shareholder in favor of such Permitted Transfer, and agrees that such other Shareholder shall execute such documents, including any power, proxy or other instrument, at any time or from time to time upon request of any Institutional Investor, to give effect to such Permitted Transfer. Each Party agrees that rights and benefits granted by this Article 25.7.2 shall be irrevocable by each other Shareholder to the fullest extent permitted by applicable law.

### **Art. 26. Manager Transfer Restrictions.**

26.1 The provisions of Articles 25.1, 25.6, 25.7 and 27 shall apply to Transfers of Shares by a Manager.

26.2 In addition to the provisions applicable pursuant to Article 26.1, the following provisions shall apply:

#### 26.2.1 Manager Transfer Restrictions.

No Manager shall be entitled to Transfer Shares (i) without prior Investor Consent or (ii) unless such Transfer constitutes a Permitted Transfer. Any purported Transfer a Manager in violation of these Articles shall be null and void and the Company shall in no way give effect to any such impermissible Transfer.

#### 26.2.2 Tag-Along Rights of Managers.

26.2.2.1 If Blackstone Funds propose to Transfer (including by way of a Listing but excluding, for these purposes, a Permitted Transfer) to any Person (such Person, the "Tag Along Purchaser") such portion of its Shares as would result in the Tag Along Purchaser holding more than 50% of the Shares in the Company immediately following the Transfer (a "Proposed Sale"), Blackstone Funds shall furnish to each Manager, a written notice of such Proposed Sale (the "Manager Tag Along Notice").

26.2.2.2 The Manager Tag Along Notice shall include the material terms and conditions of the Proposed Sale, including (A) the number of Shares proposed to be so Transferred, (B) the name and address of the proposed Transferee (the "Proposed Transferee"), (C) the proposed amount and form of consideration per Share (and if such consideration consists in part or in whole of property other than cash, Blackstone Funds will provide a good faith estimate of the fair market value of such non-cash consideration and such information, to the extent reasonably available to Blackstone Funds, relating to such non-cash consideration as any Manager may reasonably request in order to evaluate such non-cash consideration),

and (D) the fraction, expressed as a percentage, determined by dividing the number of Shares, to be sold by Blackstone Funds by the total number of Shares, held by Blackstone Funds (the "Manager Tag Along Sale Percentage").

26.2.2.3 Each Manager (the "Tagging Manager") shall have the right to require such Tag Along Purchaser to purchase any portion of its Shares (including Non-Institutional Strip Shares (but subject to the operation of the Management Ratchet prior to any Transfer of Non-Institutional Strip Shares)) up to the Manager Tag Along Percentage of the total number and same type of Shares (including Non-Institutional Strip Shares (but subject to the operation of the Management Ratchet prior to any Transfer of Non-Institutional Strip Shares)) held by such Manager. The Tagging Manager must exercise the tag-along rights within 10 Business Days following delivery of the Manager Tag Along Notice by delivering a notice (the "Manager Tag Along Offer") to Blackstone Funds and the Company indicating its desire to exercise its rights and specifying the number of Shares (including Non-Institutional Strip Shares (but subject to the operation of the Management Ratchet prior to any Transfer of Non-Institutional Strip Shares)) it desires to Transfer (not in any event to exceed the Manager Tag Along Sale Percentage of the total number of Shares (including Non-Institutional Strip Shares (but subject to the operation of the Management Ratchet prior to any Transfer of Non-Institutional Strip Shares)) held by such Tagging Manager). If the Tagging Manager does not make a Manager Tag Along Offer in compliance with the above requirements, including the time period, it shall be deemed to have waived its tag-along rights with respect to such Proposed Sale, and Blackstone Funds shall thereafter be free to Transfer the Shares to the Proposed Transferee, for the same form of consideration, at a price no greater than the price set forth in the Manager Tag Along Notice and on other terms and conditions which are not materially more favorable to Blackstone Funds than those set forth in the Manager Tag Along Notice. In order to be entitled to exercise its right to sell Shares (including Non-Institutional Strip Shares (but subject to the operation of the Management Ratchet prior to any Transfer of Non-Institutional Strip Shares)) to the Proposed Transferee, the Tagging Manager must agree to make to the Proposed Transferee the same representations, warranties, covenants, indemnities and other agreements as Blackstone Funds agree to make in connection with the Proposed Sale and any other representations and warranties contemplated by the Shareholders' Agreement; provided that (i) any representations warranties, covenants, indemnities and other agreements shall be made severally and not jointly, and (ii) the Tagging Manager shall not be obligated to enter into any non-competition or other post-closing covenant that restricts its activities in any way. The Company will be responsible for each Manager's proportionate share of the costs of the Proposed Sale based on the gross proceeds received or to be received in such Proposed Sale to the extent not paid or reimbursed by the Proposed Transferee.

26.2.2.4 The offer of the Tagging Manager contained in the Manager's Tag Along Offer shall be irrevocable and, to the extent such offer is accepted, the Tagging Manager shall be bound and obligated to Transfer in the Proposed Sale on the same terms and conditions, with respect to each Share Transferred, as Blackstone Funds, up to such number of Shares (including Non-Institutional Strip Shares (but subject to the operation of the Management Ratchet prior to any Transfer of Non-Institutional Strip Shares)) as the Tagging Manager shall have specified in its Manager Tag Along Offer provided, however, that if the Tagging Manager elects to sell a number of Shares (including Non-Institutional Strip Shares (but subject to the operation of the Management Ratchet prior to any Transfer of Non-Institutional Strip Shares)) which, when aggregated with the number of Shares Blackstone Funds wish to sell, is greater than the number of Shares which the Tag Along Purchaser wishes to purchase, the number of Shares (including Non-Institutional Strip Shares (but subject to the operation of the Management Ratchet prior to any Transfer of Non-Institutional Strip Shares)) to be sold by the Blackstone Funds and the Tagging Manager shall be reduced proportionately based on the number of Shares (including Non-Institutional Strip Shares (but subject to the operation of the Management Ratchet prior to any Transfer of Non-Institutional Strip Shares)) each wishes to sell, provided, further, that, if such reduction in the number of Shares to be sold by Blackstone Funds would result in the Tag Along Purchaser holding less than 50% of the Shares in the Company following the Transfer and Blackstone Funds elect to proceed with the Transfer in its sole discretion, such reduction shall not be deemed to invalidate the Managers' rights to require the Tag Along Purchaser to purchase a pro rata portion of their Shares (including Non-Institutional Strip Shares (but subject to the operation of the Management Ratchet prior to any Transfer of Non-Institutional Strip Shares)) pursuant to the Proposed Sale. If the material terms of the Proposed Sale change with the result that the price per Share shall be less than the prices set forth in the Manager Tag Along Notice, the form of consideration shall be different or the other terms and conditions shall be materially less favorable to Blackstone Funds and the Tagging Manager than those set forth in the Manager Tag Along Notice, the Tagging Manager shall, within 5 Business Days of being notified of such change in price per Share or such change in terms and conditions, be permitted to withdraw the offer contained in the Manager Tag Along Offer by written notice to Blackstone Funds and upon such withdrawal shall be released from its obligations.

26.2.2.5 If any Tagging Manager exercises its rights under this Article 26.2.2, the closing of the purchase of the Shares (including Non-Institutional Strip Shares (but subject to the operation of the Management Ratchet prior to any Transfer of Non-Institutional Strip Shares)) with respect to which such rights have been exercised will take place concurrently with the closing of the sale of Blackstone Fund's Shares to the Proposed Transferee.

#### 26.2.3 Drag Along Obligations of Managers.

26.2.3.1 If Blackstone Funds propose to Transfer to any Person more than 50% or all of its Shares for cash or non-cash consideration (a "Sale Proposal") (other than pursuant to a Permitted Transfer or a Listing) (a "Required Sale"), then Blackstone Funds shall be entitled to deliver a written notice (a "Manager Required Sale Notice") with respect to such

Sale Proposal at least 10 Business Days prior to the anticipated closing date of such Required Sale to the Company and to each Manager.

26.2.3.2 The Manager Required Sale Notice will include the material terms and conditions of the Required Sale, including (i) the name and address of the proposed Transferee, (ii) the proposed amount and form of consideration per Share (the "Dragging Consideration") (and if such consideration consists in part or in whole of non-cash consideration, Blackstone Funds will provide such information, to the extent reasonably available to Blackstone Funds, relating to such non-cash consideration as any Manager may reasonably request in order to evaluate such non-cash consideration), (iii) the fraction, expressed as a percentage, determined by dividing the number of Shares to be sold by Blackstone Funds by the total number of Shares held by Blackstone Funds (the "Manager Drag Along Percentage"), (iii) the fraction, expressed as a percentage, of the Shares ((including Non-Institutional Strip Shares (but subject to the operation of the Management Ratchet prior to any Transfer of Non-Institutional Strip Shares) and where the Manager holds a different type of Share, then of an equivalent type of Share) held by such Manager required by Blackstone Funds to be sold by such Manager pursuant to the Sale Proposal (such percentage not being less than the Manager Drag Along Percentage), and (iv) if known, the proposed Transfer date.

26.2.3.3 Each Manager, upon receipt of a Required Sale Notice, shall be obligated to: (i) sell the percentage of its Shares (including Non-Institutional Strip Shares (but subject to the operation of the Management Ratchet prior to any Transfer of Non-Institutional Strip Shares)) specified in item (iii) of Article 26.2.3.2, (ii) participate in the Required Sale contemplated by the Sale Proposal pursuant to the same terms and conditions as apply to Blackstone Funds, (iii) to enter into agreements relating to the Required Sale, and (iv) to agree (as to itself) to make to the proposed purchaser the same representations, warranties, covenants and agreements as Blackstone Funds agree to make in connection with the Required Sale and any other representations and warranties contemplated by the Shareholders' Agreement. If at the end of the 120th day after the date of delivery of the Required Sale Notice (as such period may be extended to obtain to obtain required regulatory approvals) Blackstone Funds have not completed the proposed sale, the Required Sale Notice shall be null and void, the Managers shall be released from their obligations under the Required Sale Notice and it shall be necessary for a separate Required Sale Notice to be furnished and the terms and provisions of this Article 26.2.3.3 separately complied with in order to consummate any Sale Proposal.

26.2.3.4 Each Manager shall be treated proportionately the same as Blackstone Funds in relation to any expenses incurred by the Manager in connection with any Sale Proposal, to the extent not paid or reimbursed by the Transferee.

#### 26.2.4 Compulsory Transfers - General Provisions.

26.2.4.1 If any Family Trust whose trustees hold Shares ceases to be a Family Trust, the trustees shall without delay notify the Company that such event has occurred and, if the Company with Investor Consent so resolves, then the provisions of Articles 26.2.3.3 and 26.2.3.4 shall apply.

26.2.4.2 If a body corporate to which Shares have been Transferred pursuant to (b)(iv) of the definition of Permitted Transferee ceases to be wholly-owned by the Relevant Manager or his Relations, the body corporate shall without delay notify the Company that such event has occurred and, if the Company with Investor Consent so resolves, then the provisions of Articles

26.2.3.3 and 26.2.3.4 shall apply.

26.2.4.3 If either of the events set out in Articles 26.2.3.1 and 26.2.3.2 occurs, the holder of such Shares shall be required to transfer them back to the Manager on the same terms as they were originally transferred.

26.2.4.4 If the holder of such Shares fails to transfer the Shares where so required by Articles 26.2.3.3 within five days of the cessation occurring, a person nominated by resolution of the Company for that purpose shall be deemed to be the duly appointed attorney of the holder with full power to execute, complete and deliver in the name and on behalf of the holder all documents necessary to give effect to the transfer of the relevant Shares to the relevant transferee.

#### 26.2.5 Compulsory Transfers - Leaver Provisions. 26.2.5.1 For the purposes of this Article 26.2.5:

26.2.5.1.1 "Bad Leaver" shall mean a Leaver as a result of (i) termination of employment by a Group Company for Cause or (ii) voluntary termination other than as a Good Leaver.

26.2.5.1.2 "Cause" shall mean (i) a material breach by the relevant Manager of the Shareholder Agreement or of his service contract or other contract of employment, or (ii) any act of dishonesty or fraud or similar conduct on the part of the relevant Manager with respect to any Group Company.

26.2.5.1.3 "Cessation Date" shall mean the date on which a person becomes a Leaver.

26.2.5.1.4 "Date of First Acquisition" shall mean the date on which the relevant Share (including any Non-Institutional Strip Shares) was acquired from the Company.

26.2.5.1.5 "Good Leaver" shall mean a Leaver whose cessation of employment occurs as a result of (i) retirement at retirement age under the relevant Manager's terms of employment, (ii) death, (iii) ill health or permanent disability, (iv) dismissal, including constructive dismissal, other than for Cause, or (v) the decision of the Board that such Manager should be treated as a Good Leaver.

26.2.5.1.6 "Leaver" shall mean a Manager who is, or who later becomes, an employee of the Group and who subsequently ceases to be an employee of the Group (or who gives or receives notice of such cessation).

26.2.5.1.7 "Leaver's Institutional Strip Shares" shall mean at the date a Manager becomes a Leaver:

26.2.5.1.7.1 Institutional Strip Shares held by the Leaver or in which he has a beneficial interest;

26.2.5.1.7.2 Institutional Strip Shares which have been Transferred by the Leaver to any of his Permitted Transferees or in which his Permitted Transferees have a beneficial interest (whether or not still held by that Permitted Transferee) ("Transferred Institutional Strip Shares"); and

26.2.5.1.7.3 Shares which have been allotted in respect of Transferred Institutional Strip Shares by way of rights, bonus or otherwise.

26.2.5.1.8 "Leaver's Non-Institutional Strip Shares" shall mean at the date a Manager becomes a Leaver:

26.2.5.1.8.1 Non-Institutional Strip Shares held by the Leaver or in which he has a beneficial interest;

26.2.5.1.8.2 Non-Institutional Strip Shares which have been Transferred by the Leaver to any of his Permitted Transferees or in which his Permitted Transferees have a beneficial interest (whether or not still held by that Permitted Transferee) ("Transferred Non-Institutional Strip Shares"); and

26.2.5.1.8.3 Shares which have been allotted in respect of Transferred Non-Institutional Strip Shares by way of rights, bonus or otherwise.

26.2.5.2 Upon a Manager becoming a Leaver, if the Board within six months so resolves, such Leaver and each person holding any of such Leaver's Non-Institutional Strip Shares shall transfer such shares (or such of them as the Board may resolve) to the Company or to such other person as the Board may designate with the consent of each Institutional Investor within 30 days of such resolution.

26.2.5.3 If the Leaver is a Good Leaver, the price per share applying to any transfer under Article 26.2.5.2 shall be the higher of (x) the price paid by the relevant Leaver for the Leaver's Non-Institutional Strip Shares at the Date of First Acquisition, and (y) Fair Market Value, provided that, if such Leaver's employment is terminated prematurely, being within six years from and including the date of first issue of the Leaver's Non-Institutional Strip Shares until but excluding the sixth anniversary of such date of first issue, such Leaver will not be entitled to such price for all (or, in certain cases, any) of his Non-Institutional Strip Shares. Such Leaver shall be referred to as an "Early Good Leaver".

26.2.5.4 If the Leaver is an Early Good Leaver, the price per share applying to any transfer under Article 26.2.5.2 shall be determined as follows (where "Year 1" means the year from and including the Date of First Acquisition of the Leaver's Non-Institutional Strip Shares until but excluding the first anniversary of such date of first issue, and "Year 2", "Year 3", "Year 4" and "Year 5" shall be construed as immediately consecutive calendar years):

26.2.5.4.1 Year 5: (A) in respect of 80% of the Leaver's Non-Institutional Strip Shares (rounded up to the nearest whole Leaver's Non-Institutional Strip Share), the higher of (x) the price paid for the Leaver's Non-Institutional Strip Shares at the Date of First Acquisition and (y) Fair Market Value at the Cessation Date, and (B) the price paid for the Leaver's Non-Institutional Strip Shares at the Date of First Acquisition in respect of the balance;

26.2.5.4.2 Year 4: (A) in respect of 60% of the Leaver's Non-Institutional Strip Shares (rounded up to the nearest whole Leaver's Non-Institutional Strip Share), the higher of (x) the price paid for the Leaver's Non-Institutional Strip Shares at the Date of First Acquisition and (y) Fair Market Value at the Cessation Date, and (B) the price paid at the Date of First Acquisition in respect of the balance;

26.2.5.4.3 Year 3: (A) in respect of 40% of the Leaver's Non-Institutional Strip Shares (rounded up to the nearest whole Leaver's Non-Institutional Strip Share), the higher of (x) the price paid for the Leaver's Non-Institutional Strip Shares at the Date of First Acquisition and (y) Fair Market Value at the Cessation Date, and (B) the price paid for the Leaver's Non-Institutional Strip Shares at the Date of First Acquisition in respect of the balance;

26.2.5.4.4 Year 2: (A) in respect of 20% of the Leaver's Non-Institutional Strip Shares (rounded up to the nearest whole Leaver's Non-Institutional Strip Share), the higher of (x) the price paid by the relevant Leaver for the Leaver's Non-Institutional Strip Shares at the Date of First Acquisition and (y) Fair Market Value at the Cessation Date, and (B) the price paid for the Leaver's Non-Institutional Strip Shares at the Date of First Acquisition in respect of the balance; and

26.2.5.4.5 Year 1: the price paid for the Leaver's Non-Institutional Strip Shares at the Date of First Acquisition.

26.2.5.5 Notwithstanding the provisions of Article 26.2.5.4, if an Exit is completed within three months following the dismissal of an Early Good Leaver other than for Cause, such Early Good Leaver shall be entitled to an additional payment from the Company in respect of any Non-Institutional Strip Shares transferred by such Early Good Leaver to the Company prior to completion of the Exit pursuant to Article 26.2.5.4 equal to the difference between (i) the consideration received by the such Early Good Leaver for such transferred Non-Institutional Strip Shares and (ii) the consideration such Early Good Leaver would have received for such transferred Non-Institutional Strip Shares had the price per Non-Institutional Strip Share been calculated as the higher of (A) the price paid by such Early Good Leaver for such Non-Institutional Strip Shares at the Date of First Acquisition, and (B) the Fair Market Value of such Non-Institutional Strip Shares at the date of transfer.

26.2.5.6 Upon the occurrence of a sale of any Shares which gives rise to a Drag Along right pursuant to Section 9.5, if the Leaver is Good Leaver, the price paid per share applying to any transfer under Article 26.2.5.3 shall be the higher of (x) the price paid by the relevant Leaver for the Leaver's Non-Institutional Strip Shares at the Date of First Acquisition, and (y) the Fair Market Value at the Cessation Date.



26.2.5.7 If the Leaver is a Bad Leaver, the price per share applying to any transfer under Article 26.2.5.3 shall be the lower of (x) the price paid by the relevant Leaver for the Leaver's Non-Institutional Strip Shares at the Date of First Acquisition, and (y) the Fair Market Value at the Cessation Date.

26.2.5.8 In the event a Manager becomes a Leaver as a result of his death, ill health or permanent disability, such Manager (or his heirs or representatives, in the case of his death) shall have the right to require the Company (or such person as the Board, with the consent of each Institutional Investor, may nominate) to purchase all of such Manager's Shares and Non-Institutional Strip Shares at the higher of (i) Fair Market Value at the Cessation Date, and (ii) the price paid by the relevant Manager for the Shares and Non-Institutional Strip Shares at the Date of First Acquisition (the "Manager Put Option"). Any Manager (or his heirs or representatives, in the case of his death) wishing to exercise his Manager Put Option must furnish to Bidco and Blackstone Funds a written notice of such intention within 30 days of the Cessation Date (or within 30 days of his estate being distributed, in the case of his death). The purchase by the Company shall occur within three months of the Company's receipt of the notice of exercise by the relevant Manager of the Manager Put Option; provided that, the Company (or such person as the Board, with the consent of each Institutional Investor, may nominate) will not be required to make such purchase if (x) it has insufficient funds to do so, or (y) if the purchase would be prohibited by, or result in a breach of covenant or another default under, the Group's third party financing arrangements; provided, further, that in the event that the Company does not purchase a Manager's Shares (including Non-Institutional Strip Shares) pursuant to a Manager Put Option as a result of the circumstances set out in (x) or (y) above, the Company shall purchase such Shares (including Non-Institutional Strip Shares) within 10 Business Days following the date on which (A) the Company has sufficient available funds to do so, and (B) such purchase is permitted by the providers of the Group's third party financing arrangements or such purchase would no longer result in a breach of a covenant or other default under the Group's third party financing arrangements.

26.2.5.9 Any Non-Institutional Strip Shares (i) acquired from a Manager pursuant to Article 26.2.5. or (ii) that are not subscribed by the Managers at Closing, shall be available for allocation or re-allocation to the Managers (or to such other person as the Board may determine with the consent of each Institutional Investor) from time to time as may be determined by the Board.

26.2.5.10 If any Person who is a Permitted Transferree of a Manager is or becomes a holder of such Managers Shares, then such Person shall, and such Manager shall procure that such Person shall, comply in with all obligations of such Manager under this Article 26.

**Art. 27. Sale Process.** The Selling Holders in the case of a proposed Transfer pursuant to Article 25.4, and Blackstone Funds, in the case of a proposed Transfer pursuant to Article 25.5 or pursuant to Article 26.2 or 26.3 shall, in their sole discretion, decide whether or not to pursue, consummate, postpone or abandon any proposed Transfer and the terms and conditions thereof. No Shareholder or any Affiliate of such Shareholder shall have any liability to any other Shareholder or to the Company arising from, relating to or in connection with the pursuit, consummation, postponement, abandonment or terms and conditions of any proposed Transfer, except to the extent such Shareholder shall have failed to comply with the provisions of Articles 25 or 26, as applicable.

#### **F. Financial year - Annual accounts - Distribution of profits**

**Art. 28.** The Company's year commences on the first day of July of each year and ends on the last day of June of the year after.

**Art. 29.** Each year on the first of July, the accounts are closed and the managers prepare an inventory including an indication of the value of the Company's assets and liabilities. Each Shareholder may inspect the above inventory and balance sheet at the Company's registered office.

**Art. 30.** Five per cent (5 %) of the net profit is set aside for the establishment of a statutory reserve, until such reserve amounts to ten per cent (10 %) of the share capital. The balance may be freely used by the Shareholders. After allocation to the statutory reserve, the Shareholders shall determine how the remainder of the annual net profits will be used 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:

- First, the holders of Class A Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point sixty per cent (0.60%) of the nominal value of the Class A Shares held by them, then,
- the holders of Class B Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point fifty-five per cent (0.55%) of the nominal value of the Class B Shares held by them, then,
- the holders of Class C Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point ten per cent (0.10%) of the nominal value of the Class C Shares held by them, then,
- the holders of Class D Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point forty-five per cent (0.45%) of the nominal value of the Class D Shares held by them, then,

- the holders of Class E Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point forty per cent (0.40%) of the nominal value of the Class E Shares held by them, then,
- the holders of Class F Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point thirty-five per cent (0.35%) of the nominal value of the Class F Shares held by them, then
- the holders of Class G Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point thirty per cent (0.30%) of the nominal value of the Class G Shares held by them, then
- the holders of Class H Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point twenty-five per cent (0.25%) of the nominal value of the Class H Shares held by them, then
- the holders of Class I Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point twenty per cent (0.20%) of the nominal value of the Class I Shares, and then,
- the holders of Class J Shares shall be entitled to receive the remainder of any dividend distribution.

Should the whole last outstanding Class of Shares (by alphabetical order, e.g., initially the Class J Shares) have been repurchased and cancelled in accordance with Article 31 at the time of the distribution, the remainder of any dividend distribution shall then be allocated to the preceding last outstanding Class of Shares in the reverse alphabetical order (e.g., initially the Class I Shares).

Interim dividends may be distributed in compliance with the terms and conditions provided for by law. For the avoidance of doubt, any distribution shall be made in accordance with the provisions of the Shareholder Agreement.

**Art. 31. Distributions upon a Liquidity Event.** Distributions of all amounts to be paid to the Shareholders upon a Liquidity Event shall be made in accordance with the following provisions:

31.1 Subject to Article 31.2 and to the application of the Management Ratchet in accordance with Article 32:

31.1.1 to the holders of Shares pro rata on a per Share basis in accordance with the Articles by way of capital redemption, until the aggregate return achieved by the Institutional Investors on their Institutional Investments reaches the greater of (A) 2.5 times the aggregate Institutional Investments, and (B) the amount required for the Institutional Investors to achieve the Institutional IRR (such greater amount, the "Hurdle Amount"); and

31.1.2 thereafter, to the holders of Shares pro rata on a per Share basis by way of capital redemption.

31.2 In respect of Articles 31.1, capital redemptions of Shares will be effected:

31.2.1 first, of the Class J Shares, then of the Class I Shares, then of the Class H Shares, then of the Class G Shares, then of the Class F Shares, then of the Class E Shares, and then of the Class D Shares, until, in each case, all shares of such class have been redeemed in full; and

31.2.2 then, upon or following an Exit, after application of the Management Ratchet, of the Class C Shares and any unredeemed Class D Shares, Class E Shares, Class F Shares, Class G Shares, Class H Shares, Class I Shares and Class J Shares in accordance with the Articles (all shares in each such class shall be redeemed for an aggregate amount attributable to such class equal to € 1.00); and

31.2.3 finally, of the Class B Shares and the Class A Shares, pro rata on a per Share basis.

31.2.4 In respect of this Article 31, any capital redemption shall be made through the repurchase and immediate cancellation of a whole class of Shares by the Company, as may be determined from time to time, in accordance with the provisions of the Shareholders Agreement, by the Board and approved by the Shareholders, provided however that the Company may not redeem the Class A shares, unless such redemption is made in relation with the liquidation of the Company pursuant to Article 34.2 of the Articles. Any redemption of Shares by the Company is subject to the conditions and limitations set out by the Law.

31.2.5 In the event of a capital redemption upon or following a Liquidity Event which is not an Exit made through the repurchase and the cancellation of a whole Class of Shares (in the order set out in Article 31.2.2), each such Class of Shares entitles the holders thereof (pro rata to their holding in such Class of Shares) to such portion of the Total Cancellation Amount as is determined by the Board of Managers and approved by the Shareholders with respect to the Class of Shares to be redeemed, and the holders of Shares of the repurchased and cancelled Class shall receive from the Company an amount equal to the Cancellation Value Per Share for each Share of the relevant Class of Shares held by them and cancelled. For avoidance of doubt, any distribution upon a Liquidity Event shall be made in accordance with the provisions of the Shareholder Agreement.

**Art. 32. Management Ratchet.**

32.1 Immediately after the Closing on the Closing Date, the Non-Institutional Strip Shares shall represent the following percentages of the other classes of Shares:

Class of Shares	Non-Institutional Strip Share Percentage
Class A Shares . . . . .	0%
Class B Shares . . . . .	100%
All Classes other than the Class C Shares . . . . .	15%

Class C Shares . . . . .	0%
Class D Shares (including Reserved Non-Institutional Strip Shares) . . . . .	10%
Class E Shares (including Reserved Non-Institutional Strip Shares) . . . . .	10%
Class F Shares (including Reserved Non-Institutional Strip Shares) . . . . .	10%
Class G Shares (including Reserved Non-Institutional Strip Shares) . . . . .	10%
Class H Shares (including Reserved Non-Institutional Strip Shares) . . . . .	10%
Class I Shares (including Reserved Non-Institutional Strip Shares) . . . . .	10%
Class J Shares (including Reserved Non-Institutional Strip Shares) . . . . .	10%

32.2 If a Liquidity Event is an Exit and the proceeds of such Liquidity Event together with all previous Liquidity Events are in an amount sufficient so that the PECs shall be or shall have been redeemed or repaid in full, together with all accrued yield due and payable thereon, then the amount of the proceeds attributable to all the Shares shall be referred to as the "Share Proceeds". Immediately before, but conditional upon, such Exit, such number of Class B Shares shall be converted to Class C Shares (such conversion being the "Management Ratchet") so that the number of Class B Shares in issue immediately following the Management Ratchet is such number as will entitle the holders of the Class B Shares to receive Share Proceeds from the Exit in respect of their Class B Shares (after such conversion) equal to the sum (such sum being the "Class B Entitlement") of (i) 10% of the Share Proceeds up to and including the amount required for the Institutional Investors to achieve the Hurdle Amount plus (ii) 15% of the portion of the Share Proceeds, if any, in excess of the amount required to achieve the Hurdle Amount; provided that the percentages in clauses (i) and (ii) shall be proportionately adjusted in the event of any issue of additional Class A Shares or Class B Shares. If the number of Class B Shares in issue is insufficient for the Class B Entitlement to be paid in full from the Share Proceeds, Class A Shares shall be converted into Class C Shares pro rata based upon each Shareholders' holding of Class A Shares in an amount sufficient to enable the Class B Entitlement to be paid.

32.3 Any conversion of Class B Shares in accordance with this article shall be made amongst the holders thereof pro rata as nearly as possible to their then holdings of Class B Shares.

32.4 The Shareholders (holding at least 75% of the voting share capital of the Company) shall decide and execute the conversion of the Class B Shares to Class C Shares under the terms and procedures set forth by the Board within the limits determined by the Law and these Articles, including deciding the conversion of the Class B Shares to Class C Shares by a resolution before a Luxembourg notary.

**Art. 33. Definitions and Interpretation.** For the purposes of the Articles 31 and 32 here above:

33.1 The Reserved Non-Institutional Strip Shares held by the Institutional Investors or their Permitted Transferees and any proceeds received by an Institutional Investor upon Transfer of such Reserved Non-Institutional Strip Shares to members of management in accordance with these Articles shall not be included in calculating the Institutional Investment, the Internal Rate of Return of any Institutional Investor or whether or not the Hurdle Amount has been achieved. Upon an Exit, any unallocated Reserved Non-Institutional Strip Shares shall be converted to Class C Shares.

33.2 The following terms have the following meanings:

33.2.1 "Available Amount" shall mean the total amount of net profits of the Company (including carried forward profits) to the extent the Shareholders would have been entitled to dividend distributions according to the Articles of Association, increased by (i) any freely distributable reserves (including for the avoidance of doubt the share premium reserve) and (ii) as the case may be by the amount of the share capital reduction and legal reserve reduction relating to the Class of Shares to be redeemed/cancelled but reduced by (i) any losses (included carried forward losses), and (ii) any sums to be placed into reserve(s) pursuant to the requirements of the Laws or of the Articles of Association, each time as set out in the relevant Interim Accounts (without for the avoidance of doubt, any double counting) so that:

$$AA = (NP + P + CR) - (L + LR)$$

Whereby:

AA= Available Amount

NP= net profits (including carried forward profits)

P= any freely distributable reserves (including the share premium reserve)

CR = the amount of the share capital reduction and legal reserve reduction relating to the Class of Shares to be cancelled

L= losses (including carried forward losses)

LR = any sums to be placed into reserve(s) pursuant to the requirements of the Law or of the Articles.

33.2.2 "Cancellation Value Per Share" shall be calculated by dividing the Total Cancellation Amount to be applied to the Class of Shares to be repurchased and cancelled by the number of Shares in issue in such Class of Shares.

33.2.3 "Institutional Investment" shall mean, with respect to each Institutional Investor, or any Permitted Transferee or subsequent Permitted Transferee of such Institutional Investor's Interests, the aggregate of (a) the original purchase price paid for all Shares by such Institutional Investor and (b) the principal amount of all PECs purchased by such Institutional Investor.



33.2.4 "Institutional IRR" with respect to each Institutional Investor, shall mean the annual compounded aggregate discount rate equal to 20%, calculated pursuant to the following formula (the "Internal Rate of Return"):

$$\sum_{i=0}^N \frac{IN_i - OUT_i}{(1 + IRR)^i} = 0$$

where:

i = period of reference (in years);

IRR = Internal Rate of Return in the period i for the Institutional Investment;

O = Closing Date;

N = total number of periods (in years) from the Closing Date until and including the date of the Liquidity Event requiring calculation of the Institutional IRR;

IN = the sum of the amounts realized by such Institutional Investor in relation to its Institutional Investment since the Closing Date including, dividends or any other distributions, proceeds from the sale of Interests, payments in respect of such Institutional Investor's PECs and any other amount received by any such Institutional Investor in connection with or in respect of its Institutional Investment and excluding, for these purposes, proceeds from the Transfer of Interests to Permitted Transferees of such Institutional Investor and any arrangement, monitoring or other fee paid by any Group Company in exchange for services provided by such Institutional Investor or its advisers, investment adviser or manager; and

OUT = such Institutional Investor's Institutional Investment.

33.2.5 "Interim Accounts" shall mean the interim accounts of the Company under Luxembourg GAAP as at the relevant Interim Account Date.

33.2.6 "Interim Account Date" shall mean the date no earlier than eight days prior to the repurchase and cancellation of a Class of Shares.

33.2.7 "Total Cancellation Amount" shall mean the amount determined by the Board of Managers taking into account and approved by the Shareholders on the basis of the relevant Interim Accounts. The Total Cancellation Amount shall be lower or equal to the entire Available Amount at the time of the cancellation of the relevant Class of Shares unless otherwise resolved by the Shareholders in the manner provided for an amendment of the Articles, provided however that the Total Cancellation Amount shall never be higher than such Available Amount.

## G. Dissolution - Liquidation

### Art. 34. Liquidation.

34.1 In the event of a dissolution of the Company, the Company shall be liquidated by one or more liquidators, which do not need to be Shareholders, and which are appointed by the general meeting of Shareholders or by the sole Shareholder, as the case may be, which will determine their powers and fees. Unless otherwise provided, the liquidators shall have the most extensive powers for the realisation of the assets and payment of the liabilities of the Company.

34.2 The surplus resulting from the realization of the assets and the payment of the liabilities shall be distributed among the Shareholders in accordance with the distribution mechanism as set out in Section F of these articles of association.

## H. Definitions - Applicable law

### Art. 35. Definitions.

35.1 When used in the present Articles, the following terms have the following meanings:

"Affiliate" shall mean, with respect to any Person, another Person Controlled directly or indirectly by such first Person, Controlling directly or indirectly such first Person or directly or indirectly under the same Control as such first Person, and "Affiliated" shall have a meaning correlative to the foregoing.

"Blackstone Funds" shall mean each of (i) Blackstone Capital Partners (Cayman) V L.P., (ii) Blackstone Capital Partners (Cayman) V-A L.P., (iii) Blackstone Capital Partners (Cayman) V-AC L.P., (iv) Blackstone Participation Partnership (Cayman) V L.P., and (v) Blackstone Family Investment Partnership (Cayman) V L.P.

"Board" shall mean the board of managers of the Company.

"Business Day" shall mean a day on which banks are open for business in London, New York, Madrid, Murcia and Luxembourg (which, for avoidance of doubt, shall not include Saturdays, Sundays and public holidays in any of these cities).

"Class A Shares" shall mean the A ordinary Shares of Euro .01 nominal value each in the capital of the Company.

"Class B Shares" shall mean the B ordinary Shares of Euro .01 nominal value each in the capital of the Company.

"Class C Shares" shall mean the C ordinary Shares of Euro .01 nominal value each in the capital of the Company.

"Class D Shares" shall mean the D ordinary Shares of Euro .01 nominal value each in the capital of the Company.

"Class E Shares" shall mean the E ordinary Shares of Euro .01 nominal value each in the capital of the Company.

"Class F Shares" shall mean the F ordinary Shares of Euro .01 nominal value each in the capital of the Company.

"Class G Shares" shall mean the G ordinary Shares of Euro .01 nominal value each in the capital of the Company.

"Class H Shares" shall mean the H ordinary Shares of Euro .01 nominal value each in the capital of the Company.

"Class I Shares" shall mean the I ordinary Shares of Euro .01 nominal value each in the capital of the Company.

"Class J Shares" shall mean the J ordinary Shares of Euro .01 nominal value each in the capital of the Company.

"Company Subsidiary" shall mean each of (a) Holdco, (b) Spanish Topco, (c) Bidco, or (d) any other direct or indirect Subsidiary of the Company, from time to time.

"Control" shall mean with respect to a Person (other than an individual) (a) direct or indirect ownership of more than 50% of the Voting Securities of such Person, (b) the right to appoint, or cause the appointment of, more than 50% of the members of the board of Directors (or similar governing body) of such Person and (c) the right to manage, or direct the management of, on a discretionary basis the assets of such Person, and, for avoidance of doubt, a general partner is deemed to Control a limited partnership and, solely for the purposes of these Articles, a fund advised or managed directly or indirectly by a Person shall also be deemed to be Controlled by such Person (and the terms "Controlling" and "Controlled" shall have meanings correlative to the foregoing).

"ERISA" shall mean the U.S. Employee Retirement Income Security Act of 1974, as amended from time to time.

"Exchange Act" shall mean the U.S. Securities Exchange Act of 1934, as amended from time to time, or any similar federal statute then in effect, and a reference to a particular section thereof shall be deemed to include a reference to the comparable section, if any, of any such similar federal statute.

"Exit" shall mean:

(a) a Listing that would result in Blackstone Funds ceasing to hold, directly or indirectly, more than 50% of the Listed Shares or a Listing of any number of Shares that would result in the sale of all or substantially all of the business (being more than 50% of the assets, or revenue or earnings generating capacity) of the Group (which will be determined based on the most recent audited annual consolidated financial statements with respect to the Group);

(b) a sale of Shares or shares in Holdco, Spanish Topco, Bidco, Mergerco or any Company Subsidiary that directly or through other Company Subsidiaries owns all or substantially all of the business (being more than 50% of the assets, or revenue or earnings generating capacity) of the Group (which will be determined based on the most recent audited annual consolidated financial statements with respect to the Group) and, in any such case, that would result in the acquirer holding more than 50% of the Shares or the shares in Holdco, Spanish Topco, Bidco, Mergerco or such Company Subsidiary, as applicable, or a sale of any number of Shares or shares in Holdco, Spanish Topco, Bidco, Mergerco or any Company Subsidiary that directly or through other Company Subsidiaries owns all or substantially all of the business (being more than 50% of the assets, or revenue or earnings generating capacity) of the Group (which will be determined based on the most recent audited annual consolidated financial statements with respect to the Group), that would result in the sale of all or substantially all of the business (being more than 50% of the assets, or revenue or earnings generating capacity) of the Group (which will be determined based on the most recent audited annual consolidated financial statements with respect to the Group);

(c) a sale of any Interests which gives rise to a Drag Along right pursuant to the Articles or the Shareholder Agreement; or

(d) the disposal by one or more transactions of all or substantially all of the business (being more than 50% of the assets, or revenue or earnings generating capacity) of the Group (which will be determined based on the most recent audited annual consolidated financial statements with respect to the Group),

In each case, at the time the consideration for such transaction is received in cash by the Company or a Company Subsidiary.

"Fair Market Value" shall mean:

(a) for the purposes of Article 26.2.5:

(i) the value of the relevant Shares as agreed between Blackstone Funds and the relevant Manager; or

(ii) in the absence of such agreement, Blackstone Funds shall nominate three internationally-recognized and independent firms of accountants or appropriately qualified persons (each, a "Valuer") and provide the Managers with notice of its nominations. The Managers shall, within three Business Days of receiving such notice, choose one of the three Valuers and shall notify Blackstone Funds accordingly, failing which, Blackstone Funds shall be entitled to appoint one of the three Valuers. The Fair Market Value of the Shares concerned shall be the price which the selected Valuer shall state in writing to be in their opinion the fair value of such Shares, calculated pursuant to (c) below and the costs for the Valuer's services will be borne by the Company;

(b) for the purposes of Sections 1. and 2. of Article 35.3:

(i) the value of the relevant Shares as agreed between Blackstone Funds and Nmás 1 Funds; or

(ii) in the absence of such agreement, Blackstone Funds shall nominate three Valuers and provide Nmás 1 Funds with notice of its nominations. Nmás 1 Funds shall, within three Business Days of receiving such notice, choose one of the three Valuers and shall notify Blackstone Funds accordingly, failing which, Blackstone Funds shall be entitled to appoint one of the three Valuers. The Fair Market Value of the Shares concerned shall be the price which the selected Valuer shall state

in writing to be in their opinion the fair value of such Shares, calculated pursuant to (c) below and the costs for the Valuer's services will be borne by the Company; and

(c) in the case of each of clauses (a) and (b) above, calculated on the basis of a sale between a willing seller and a willing purchaser and in particular in respect of Shares (x) disregarding the rights and restrictions attached to such Shares; (y) disregarding whether such Shares represent minority or majority interests; and (z) using as a reference the difference between the enterprise value of the Company and such amounts as would be required to refinance all amounts that would be payable under the Group's third party financing arrangements and to repurchase the PECs and to pay any yield due on the PECs.

"Family Trust" shall mean a trust (whether arising under a settlement, declaration of trust, testamentary disposition or an intestacy) under which no immediate beneficial interest in the Interests in question is for the time being or may in the future be vested in any person other than the person establishing the trust and his Relations.

"FCPA Questionnaire" shall mean the questionnaire relating to the operations of the Mivisa Group completed by various members of management of the Mivisa Group and finalized on December 28, 2010.

"Financial Year" shall mean a period in respect of which the Company prepares audited accounts.

"Group" shall mean the Company and its direct and indirect Subsidiaries.

"Group Company" shall mean any member of the Group.

"Information" shall mean the books and records of any member of the Group and information relating to such member of the Group and its properties, operations, financial condition and affairs.

"Institutional Investor" shall mean each of Blackstone Funds and Nmás 1 Funds.

"Institutional Strip Shares" shall mean the Shares indicated as Institutional Strip Shares in the Shareholder Agreement, as the case may be.

"Interests" shall mean the Shares or PECs, or all of them, as the context may require.

"Investor Consent" shall mean:

(a) the consent or approval (or as the context may require the direction) of one Blackstone Funds manager given in writing or given at a meeting of the Board, or a committee thereof, as applicable, and in each case specifically referred to as representing Investor Consent (so that such Blackstone Funds manager may consent or approve a matter (or, as the context may require, direct a matter) in his capacity as a manager, without that consent representing consent, approval or direction under this definition unless he specifically indicates it as being so); or

(b) the written consent or approval (or, as the context may require, the direction) of Blackstone Funds.

"IRC" shall mean the United States Internal Revenue Code of 1986, as amended from time to time, or any similar federal statute then in effect, and a reference to a particular section thereof shall be deemed to include a reference to the comparable section, if any, of any such similar federal statute.

"Liquidity Event" shall mean an Exit or a Recapitalization.

"Listed Shares" shall mean the (class of) shares to be listed pursuant to a Listing.

"Listing" shall mean the admission to listing of a class of shares of the Company, any Company Subsidiary or, if applicable, any Parent, as determined by the board of Directors of such entity.

"Luxembourg Manager" shall mean John Sutherland or any other manager who is a Luxembourg resident proposed for appointment by the Blackstone Funds from time to time.

"Management Equity Plan" shall mean any management equity plan or similar arrangement established by any member of the Group, including the terms and conditions of a Shareholder Agreement applicable to the Managers' Interests, as such plan or arrangement may be amended, restated, modified or supplemented from time to time.

"Managers" shall mean each of (i) Tomás López Zamora, (ii) Enrique Zornoza Soto, (iii) Francisco Noguera Navarro, (iv) F. Javier Vaca Arévalo, (v) Gerónimo Messeguer Serna, (vi) Adolfo Guillamón Melendreras, (vii) Abderrahim Kiker, (viii) Philippe Cazeaux and (ix) Dr. Axel Herberg.

"Mergerco" shall mean the entity resulting from the post-Closing merger.

"Mivisa Group" shall mean, together, Sofamen and each of its Subsidiaries.

"New Securities" shall mean any shares or options, warrants or other securities or rights convertible or exchangeable into or exercisable for shares or common equity equivalents, including Shares and PECs.

"Nmás 1 Funds" shall mean each of (i) Nmás 1 Private Equity Fund II ERISA, F.C.R., (ii) Nmás 1 Private Equity Fund II Non-ERISA, F.C.R., (iii) Nmás 1 Private Equity Fund II Families, S.C.R., and (iv) Dinamia Capital Privado S.C.R., S.A..

"Non-Institutional Strip Shares" shall mean the Shares indicated as Non-Institutional Strip Shares in the Shareholders' Agreement as the case may be.

"Operating Budget" shall mean, in relation to a Financial Year, (i) the projected consolidated balance sheet, profit and loss account and cash flow statement for the Group, and (ii) the statement of projected capital expenditure for the Group, for that Financial Year.

"Parent" shall mean a Person that Controls, directly or indirectly, the Group from time to time and does not own other material assets or businesses that are not related to the business of the Group.

"PECs" shall mean each class or series of preferred equity certificates of the Company.

"Permitted Transfer" shall mean a Transfer of Shares (i) to a Permitted Transferee, (ii) as requested by a Shareholder in the event that it is reasonably probable that the continuation of ownership of the relevant Shares will result in either a violation of ERISA, or such Shareholder or an Affiliate of such Shareholder becoming a fiduciary pursuant to ERISA, (iii) pursuant to, or in accordance with, the Management Equity Plan, or to officers, employees or consultants of any member of the Group or upon terminating a relationship with the Group pursuant to an individual employment arrangement or any other equity-based employee benefits plan or arrangement, or (iv) pursuant to any Reorganization or other reorganization of the Group effected in accordance with a Shareholder Agreement.

"Permitted Transferee" shall mean:

(a) in relation to the Institutional Investors, with respect to Interests having an aggregate subscription price up to Euro [750,000], one or more entities that have acted as an advisor or consultant to the Institutional Investors in relation to the Transactions as payment (in whole or in part) for their services;

(b) in relation to the Institutional Investors, (i) any Affiliate of or successor entity of Blackstone Funds or Nmás 1 Funds, (ii) any investment fund or funds, or any Affiliate of any such investment fund or funds, advised by an adviser or sub-adviser of Blackstone Funds or Nmás 1 Funds or of an Affiliate of Blackstone Funds or Nmás 1 Funds, (iii) any Person that Controls an investment fund advised by an adviser or sub-adviser of Blackstone Funds or Nmás 1 Funds or of an Affiliate of Blackstone Funds or Nmás 1 Funds, or (iv) any wholly-owned Subsidiary of (x) one or more investment funds advised by an adviser or sub-adviser of Blackstone Funds or Nmás 1 Funds or of an Affiliate of Blackstone Funds or Nmás 1 Funds or (y) any Person that Controls one or more investment funds advised by an adviser or sub-adviser of Blackstone Funds or Nmás 1 Funds or of an Affiliate of Blackstone Funds or Nmás 1 Funds;

(c) in relation to a Manager (i) a Relation of such Manager, (ii) a trustee of a Family Trust established by such Manager and, in respect of the trustees of such Family Trust (x) to any new trustee of that Family Trust, (y) to a person who has an immediate beneficial interest under that Family Trust, or (z) to the settlor, (iii) a nominee of such Manager, (iv) a body corporate that is wholly owned by such Manager or his Relations, or (v) on the death of such Manager, any personal representatives; and

(d) (A) in relation to a Person (other than a natural person) becoming Shareholder, (i) any Affiliate of or successor entity of such Shareholder, (ii) any investment fund or funds, or any Affiliate of any such investment fund or funds, advised by an adviser or sub-adviser of such Shareholder, (iii) any Person that Controls an investment fund advised by an adviser or sub-adviser of such Shareholder, or (iv) any wholly-owned Subsidiary of (x) one or more investment funds advised by an adviser or sub-adviser of such Shareholder or of an Affiliate of such Shareholder or (y) any Person that Controls one or more investment funds advised by an adviser or sub-adviser of such Shareholder or of an Affiliate of such Shareholder; and (B) in relation to a Person who is a natural person becoming a Shareholder, (i) a Relation of such Shareholder, (ii) a trustee of a Family Trust established by such Shareholder and, in respect of the trustees of such Family Trust (x) to any new trustee of that Family Trust, (y) to a person who has an immediate beneficial interest under that Family Trust, or (z) to the settlor, (iii) a nominee of such Shareholder, (iv) a body corporate that is wholly owned by such Shareholder or his Relations, or (v) on the death of such Shareholder, any personal representatives.

"Person" shall mean a natural person, partnership, corporation, limited liability company, business trust, joint stock company, trust, unincorporated association, joint venture or other entity or organization.

"Plan Asset Regulations" shall mean the regulations issued by the U.S. Department of Labor at Section 2510.3-101 of Part 2510 of Chapter XXV, Title 29 of the Code of Federal Regulations, as amended from time to time.

"Recapitalization" shall mean any alteration to the equity and/or debt structure of the Group for the purpose of enabling cash to be returned to the holders of Interests.

"Regulations" shall mean the federal income tax regulations promulgated under the IRC, as such Regulations may be amended from time to time (it being understood that all reference herein to specific sections of the Regulations shall be deemed also to refer to any corresponding provisions of succeeding Regulations).

"Related Party Transaction" shall mean any transaction between a member of the Group, on the one hand, and any Party or its Affiliates, on the other hand save for (i) transactions entered into on arm's length terms, (ii) the Transaction and Advisory Fee Agreement, and (iii) the Transactions.

"Relation" shall mean, in relation to an individual, his spouse or child.

"Reorganization" shall mean any actions taken by a Group Company at any time prior to and in contemplation of a Listing or following a Listing, upon the approval of the board of directors of the relevant Group Company, as may be necessary, appropriate or desirable, to liquidate, dissolve or wind up, merge, reorganize, recapitalize or otherwise restructure any Group Company, in each case, so as to optimize the corporate structure as is appropriate in light of tax, legal or other considerations.

"Representatives" shall mean each Affiliate of a Shareholder, each adviser to a Shareholder or its Affiliate, and each of their respective directors, managers, officers, partners, principals, employees, professional advisers, general and limited partners and agents and, in the case of each Shareholder only, the Managers designated by such Shareholder.

"Reserved Non-Institutional Strip Shares" shall mean the Non-Institutional Strip Shares set aside for the incentivization of employees and prospective employees of the Group and which are subscribed by Blackstone Funds and Nmás 1 Funds at Closing in accordance with Sections 3.1(a) and 3.1(b).

"Reserved Matters" shall have the meaning set forth in Article 35.2.

"Secretary" shall mean the company secretary of the Company.

"Securities" shall mean capital stock, limited partnership interests, limited liability company interests, beneficial interests, warrants, options, notes, bonds, debentures, and other securities, equity interests, ownership interests and similar obligations of every kind and nature of any Person.

"Shareholder" shall mean any holder of Shares.

"Shareholder Agreement" shall mean, as the case may be, any agreement, as amended and restated from time to time, which may be entered into in writing the Shareholders and others (if any) for the purposes of regulating the affairs of the Company, as any such agreement may be amended from time to time (if entered into).

"Shares" shall mean the shares of the Company.

"shares" when used herein shall be deemed to include ordinary shares, preferred shares and any other class of equity securities, including partnership interests or equity interests in other non-corporate entities, as the context requires.

"Sharing Percentage" shall mean, as of any date of determination, with respect to any Shareholder, such Shareholders' pro rata percentage of all Class A Shares outstanding at that date.

"Significant Actions" shall have the meaning set forth in Article 35.3.

"Sofamen" shall mean Sofamen XXI, S.A.U., a public limited liability company (sociedad anónima) organized and existing under the laws of Spain having its registered office at Avenida Juan Carlos I - Torre Cristal Building, 3<sup>rd</sup> Floor, Espinardo, Murcia, Spain.

"Subsidiary" shall mean a Person that is Controlled, directly or indirectly, by another Person.

"Subsidiary Board" shall mean the board of directors or other comparable governing body of each Company Subsidiary.

"Supermajority Actions" shall have the meaning set forth in Article 35.4.

"Supermajority Approval" shall mean the approval of the Board, as applicable, which approval includes the affirmative vote of an Nmás 1 Funds Manager.

"Transfer" shall mean a transfer, sale, assignment, pledge, hypothecation or other disposition by a Person of a legal or beneficial interest in another Person, whether directly or indirectly, including pursuant to the creation of a derivative contract or security, the grant of an option or other right, the imposition of a restriction on disposition or voting, by operation of law or by any disposition of an interest in any parent holding company of such Person.

"Transferee" shall mean any person to whom Interests are Transferred in accordance with the terms of these Articles.

"Voting Security" shall mean shares or equivalent ownership interests entitled (without regard to the occurrence of any contingency) to vote in the election of directors, managers, trustees or other members of the applicable governing body thereof.

35.2 The following are the "Reserved Matters":

**1. Corporate affairs.**

Constitutional Documents	Any amendment to the constitutional documents of any Group Company.
Accounting Policies/ Financial	Any alteration of the Financial Year end or (except insofar as is necessary to comply with accounting practices generally accepted in the relevant jurisdiction) of the tax or accounting policies or practices of any Group Company.
Year End	
Share Issues	Any variation in the authorised or issued share capital (or the rights attaching to it or any class of it) of any Group Company or the creation of any options or other rights to subscribe for or to convert into shares in such Group Company or the variation of, or the exercise of any discretion in relation to, the terms of issue of shares in any Group Company.
Listing	A Listing of any Group Company or any Parent.
Distributions	The declaration or distribution of any dividend or other payment (whether in cash or in specie) out of the distributable reserves of any Group Company (other than to another member of the Group) or the reduction of any other reserve of any Group Company.
Share Transfer	The exercise by the Board, a Subsidiary Board or any committee thereof of any discretion, power, authority or consent in connection with the transfer of shares in any Group Company or the determination of a price for the transfer of such shares.
Auditors	Any appointment of or change in the auditors of any Group Company.
Managers	The appointment or removal from office of any manager from the Board or any Subsidiary Board (other than an Nmás 1 Funds Manager) or the appointment by any such manager of an alternate.



Committees	The appointment or removal of any manager to or from any committee of the Board or of any Subsidiary Board (other than an Nmas 1 Funds Manager) or the establishment of terms of reference for any such committee (other than in accordance with the terms of these Articles).
Liquidation	The solvent liquidation, winding-up or dissolution of any Group Company other than a dormant company or the filing of voluntary bankruptcy, insolvency or similar proceedings.
<b>2. Material Transactions.</b>	
Business Sale	The sale, transfer, leasing, licensing or disposal by any Group Company (other than in the normal course of trading or to another member of the Group) of all or a substantial part of its business, undertaking or assets whether by a single transaction or series of transactions, related or not, in excess of Euro 1,500,000.
Share Sales	The transfer of any shares in the capital of any Group Company other than to another member of the Group or other than in connection with a Listing in accordance with the provisions of these Articles.
Acquisitions and Mergers	The acquisition (whether by purchase, subscription or otherwise) by any Group Company of any share capital or loan capital or material businesses or assets of, or the entry into by any Group Company of any partnership or joint venture arrangement or merger with, any body corporate (other than another member of its Group), in excess of Euro 1,500,000.
Refinancing	The making by any Group Company of any application or submission of any business plan to any person with a view to attracting additional or substitute finance for the Group or any part of it.
Alteration to business	Any material alteration (including cessation) to the general nature of the business of any Group Company.
<b>3. Commitments.</b>	
Capital Commitments	The entry by any Group Company into capital commitments (which for this purpose shall include hire purchase, leasing, factoring and invoice discounting commitments) exceeding in any individual case Euro 500,000 or exceeding in aggregate in any one Financial Year the level of capital commitment in the Operating Budget for the relevant Group Company for that Financial Year (approved with Investor Consent) by Euro 1 million or more.
Operating Budget	The adoption of or any material amendment to the Operating Budget of any Group Company.
Unusual Contracts	The entry by any Group Company into any contract or arrangement (including mortgages or charges) which is unusual, onerous or otherwise outside the normal course of trading of the relevant Group Company.
Non arm's length transactions	The making of any payment by any Group Company otherwise than on an arm's length basis (including charitable and political donations).
Borrowings	The entry into by any Group Company of any new borrowing facility, the variation of the terms of any borrowing facilities or the issue or redemption of any loan capital prior to its due date, except in the case of borrowings between Group Companies or loan capital issued by one Group Company to another Group Company.
Material Contracts	The entry into by any Group Company of any commitment or arrangement (not otherwise dealt with in this section) which is material to the business of such Group Company, excluding ordinary course of business supplier and customer contracts other than hedging agreements or arrangements.
Security	The giving by any Group Company of any guarantee (other than in relation to the supply of goods or services in the normal course of trading or in respect of a liability or obligation of another Group Company) or the creation or issue by any Group Company of any debenture, mortgage, charge or other security (other than liens arising in the course of trading).
Lending	The making by any Group Company of any loan (other than credit given in the normal course of trading and loans made to other Group Companies).
Real Estate transactions	The entry by any Group Company into any lease, contract, memorandum or other agreement for the licence, lease, sale or purchase of land or real property requiring expenditure by the Group in any case in excess of Euro 500,000 or exceeding in aggregate in any one Financial Year the level of such expenditure approved in the



Operating Budget for that Financial Year (approved with Investor Consent) by Euro 1 million or more.

#### 4. Employees and Relate parties.

Pension, Bonus and Incentive Schemes	The establishment of any pension, profit sharing, bonus or incentive scheme for any employee of the Group or the variation of the terms of any such scheme.
Collective Bargaining	The entry by any Group Company into any collective bargaining or similar agreement with any trade union or employee body or the variation in any material respect of the terms of such an agreement.
Agreements Employment	The appointment or dismissal or material change of the employment terms (including compensation) of any senior director of a Group Company.
Shareholder Transactions	The entry by any Group Company into any new, or the agreement by any Group Company to any amendment or variation to, or waiver of any term of, any existing, agreement, commitment or understanding with any Shareholder of the Company or any person connected with such a Shareholder.

#### 5. Litigation.

Litigation	The initiation and the subsequent conduct by any Group Company of any litigation, arbitration or mediation proceedings except for (i) debt collection conducted in the normal course of trading or (ii) proceedings where the amount claimed does not exceed Euro 50,000.
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#### 6. Insurance.

D&O	The entry into, termination or renewal on varied terms (save as to premium) of directors and officers insurance for any Group Company, its directors and officers provided that the aggregate amount payable by the Group in respect of such contracts does not exceed Euro 500,000.
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#### 7. General.

Transaction Documents	The agreement by any Group Company to any variation or modification to, or waiver of any right or claim under, any of the documents relating to the Transactions.
Negotiations	The entry into by any Group Company with any person (other than another member of the Group) of negotiations concerning any of the matters set out in this article.
Advisers	The engagement of advisers (other than advisers in relation to matters within the normal course of trading) in respect of which the annual fees exceed Euro 100,000 in aggregate.
Unrelated Business taxable Income	Any activity which would result in unrelated business taxable income.

Where any paragraph of this article refers to a fixed sum, Blackstone Funds may by notice to the Company increase such sum to whatever amount it deems fit and, following any such increase, reduce it to whatever amount it deems fit; provided that, after any such reduction, it is no less than the amount specified in the relevant paragraph of this Article.

35.3 The following actions are the "Significant Actions":

1. any variation (including changing the classes of Shares) in the authorized or issued share capital of any Group Company or the removal or variation of the pre-emptive rights relating to New Securities of the Company set out in Article 24 (other than in favor of an issuance of New Securities to another Group Company) excluding any variation in the authorized or issued share capital of a Group Company that is (a) required by law, (b) deemed by the Board to be reasonably required or appropriate to prevent or avoid a breach of a financial covenant under any financing that has been or may be granted to a Group Company, (c) required in connection with any Recapitalization or Reorganization, (d) made at Fair Market Value, (e) in connection with any issuance or grant of shares in a Group Company in accordance with the terms of the Management Equity Plan or to officers, employees or consultants of any Group Company or other persons having a relationship with the Group pursuant to individual employment arrangements or other equity-based employee benefit plans or arrangements, in each case, that has been approved by the Board or the board of the relevant Group Company, as applicable. For the avoidance of doubt, the actions set out in (a) through (e) above may be approved by a vote of a majority of the number of Managers of the Board or the relevant Subsidiary Board, as applicable, in accordance with Article 13.4, provided that Blackstone Funds and Nmás 1 Funds are treated proportionately the same in accordance with their respective rights in connection with such action;

2. any merger, demerger, segregation or split-off of any member of the Group except: (a) mergers of or amongst wholly-owned direct or indirect Subsidiaries of the Company; (b) mergers of any Group Company with any other company or group of companies carrying out the same or similar activities as the Mivisa Group provided that such merger is carried out at Fair Market Value; and (c) mergers, demergers or split-offs of any Group Company where the Interests held by Blackstone Funds and Nmás 1 Funds are treated proportionately the same in accordance with their respective rights in connection with such transaction;

3. any dissolution or liquidation of any Group Company save where the Interests held by Blackstone Funds and Nmás 1 Funds are treated proportionately the same in accordance with their respective rights in connection with such transaction;

4. any amendment to, or substitution of, the corporate purpose of any Group Company from that set out in the constitutional documents of such Group Company as in effect on the date hereof or have been previously approved in accordance with these Articles;

5. any amendment to the governance arrangements for each Group Company if the result of such amendment would deprive Nmás 1 Funds of its right to participate in the governance of each Group Company as provided for in these Articles;

6. any voluntary insolvency of any Group Company or a request for a declaration of insolvency of any Group Company;

7. any decision to pay nominal value or yield on the PECs other than in cash, and

8. any amendment to the matters constituting Significant Actions or Supermajority Actions in these Articles.

35.4 The following are the "Supermajority Actions":

1. the entry into by any Group Company of a Related Party Transaction;

2. amending the capital structure (Shares, PECs or any other form of Shareholder financing) of any Group Company unless Nmás 1 Funds is not prejudiced by any such amendment in any way that is worse for Nmás 1 Funds than for Blackstone Funds;

3. granting or delegating any power or proxy to carry out any of the Significant Actions and/or any of the Supermajority Actions, including but not limited to, the delegation of faculties to attend and represent at the shareholders' meeting of any Group Company and the determination of the vote; and

4. any decision to pay nominal value or yield on the PECs other than in cash.

**Art. 36.** All matters not governed by these Articles shall be determined in accordance with the Law and the Shareholder Agreement, if any."

#### *Estimate*

The expenses, costs, fees and charges of any kind whatsoever which will have to be borne by the Company in relation to this deed are estimated at approximately EUR 3,500.-

#### *Declaration*

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

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

The document having been read to the proxy holder of the appearing party, said proxy holder signed together with the present deed.

#### **Suit la traduction française du texte qui précède:**

( N.B. Pour des raisons techniques, ladite version française est publiée au Mémorial C-N° 2941 du 1er décembre 2011. )

Signé: H. HOLLE et H. HELLINCKX.

Enregistré à Luxembourg A.C., le 21 avril 2011. Relation: LAC/2011/18432. Reçu soixante-quinze euros (75.- EUR).

Le Receveur ff. (signé): C. FRISING.

- POUR EXPEDITION CONFORME - Délivrée à la société sur demande.

Luxembourg, le 25 juillet 2011.

Référence de publication: 2011146146/1559.

(110169580) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 octobre 2011.