

# 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° 2451

2 octobre 2012

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**Business Solutions Builders (Luxembourg), Société Anonyme.**

Siège social: L-8070 Bertrange, 7A, rue des Mérovingiens.

R.C.S. Luxembourg B 56.277.

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*Extrait du procès-verbal de l'assemblée générale extraordinaire des actionnaires de Business Solutions Builders (Luxembourg) S.A. tenue en date du 14 août 2012*

**1. Démission de trois administrateurs**

L'assemblée accepte la démission des administrateurs suivants:

- Marc Van Steenwinkel, ingénieur civil, domicilié à B-1170 Bruxelles, Rue Louis Ernotte, 50,
- Michel Isaac, ingénieur civil, domicilié à B-1320 Beauvechain, Rue du Vénérable, 1
- Miguel Danckers, ingénieur civil, domicilié à B-1150 Bruxelles, Av. des Albatros, 5

**2. Nomination de deux nouveaux administrateurs**

L'assemblée décide de désigner aux fonctions d'administrateur, à compter de ce jour et pour une période s'achevant lors de l'assemblée générale ordinaire qui se tiendra en mars 2016 afin de délibérer sur les comptes annuels au 31 décembre 2015, les personnes suivantes:

- Sébastien Couturiaux, ingénieur civil, né le 11.10.1975 à La Hestre (Belgique) domicilié à B-7190 Ecaussines, rue de Courrière-lez-Ville, 46C
- Olivier Tordeurs, ingénieur commercial, né le 07.11.1970 à Liège (Belgique) domicilié à B-1160 Auderghem, Avenue Vandromme 47

Pour extrait sincère et conforme

Référence de publication: 2012114115/23.

(120154559) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 septembre 2012.

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**Brights Consulting Luxembourg s.à r.l., Société à responsabilité limitée.**

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

Siège social: L-2540 Luxembourg, 15, rue Edward Steichen.

R.C.S. Luxembourg B 160.064.

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EXTRAIT

En date du 27 août 2012, l'actionnaire unique de la Société a pris la résolution suivante:

- Notification du changement de siège social de la société du 15-17, Avenue Gaston Diderich, L-1420 Luxembourg au 15, rue Edward Steichen, L-2540 Luxembourg, avec effet rétroactif au 30 avril 2012.

Pour extrait conforme.

Luxembourg, le 6 septembre 2012.

Référence de publication: 2012114135/14.

(120154564) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 septembre 2012.

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**Islands Charter S.A., Société Anonyme.**

Siège social: L-1411 Luxembourg, 2, rue des Dahlias.

R.C.S. Luxembourg B 70.324.

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*Extrait de la résolution prise par le Conseil d'Administration en date du 5 septembre 2012*

1. Le mandat de l'Administrateur-délégué étant venu à échéance, le Conseil a décidé de réélire à la fonction d'Administrateur-délégué, la personne suivante:

- MAGELLAN MANAGEMENT & CONSULTING S.A., société de droit luxembourgeois ayant son siège social au 89A, Parc d'Activités de Capellen, L-8308 Capellen représentée par Monsieur Bezzina Arnaud, né le 29 novembre 1974 à Nancy (France) et demeurant professionnellement à L-8308 Capellen, 89A, Parc d'Activités de Capellen.

Son mandat prendra fin avec l'Assemblée Générale Annuelle de l'an 2017.

*Extrait de la résolution du procès-verbal de l'Assemblée Générale Ordinaire qui s'est tenue au siège social à Luxembourg, en date du 5 septembre 2012*

1. Le mandat des Administrateurs étant venu à échéance, sont appelées à la fonction d'Administrateur, les personnes suivantes:

- MAGELLAN MANAGEMENT & CONSULTING S.A., société de droit luxembourgeois ayant son siège social au 89A, Parc d'Activités de Capellen, L-8308 Capellen représentée par Monsieur Bezzina Arnaud, né le 29 novembre 1974 à Nancy (France) et demeurant professionnellement à L-8308 Capellen, 89A, Parc d'Activités de Capellen.

- Madame Personeni Cynthia, née le 21 juin 1974 à Nancy (France) et demeurant professionnellement à L-8308 Capellen, 89A, Parc d'Activités de Capellen.

- Monsieur Bezzina Arnaud, né le 29 novembre 1974 à Nancy (France) et demeurant professionnellement à L-8308 Capellen, 89A, Parc d'Activités de Capellen.

Leur mandat prendra fin avec l'Assemblée Générale Annuelle de l'an 2017.

2. Le mandat du Commissaire aux comptes étant venu à échéance, est appelée à la fonction de Commissaire aux Comptes la personne suivante:

- EUROPEAN FIDUCIARY OF LUXEMBOURG S.A R.L. (EFL), ayant son siège social au 2, rue des Dahlias, L-1411 Luxembourg représentée par Monsieur Troisfontaines John, né le 16 mars 1974 à Verviers (Belgique) et demeurant professionnellement au 2, rue des Dahlias, L-1411 Luxembourg.

Son mandat prendra fin avec l'Assemblée Générale Annuelle de l'an 2017.

Pour extrait sincère et conforme  
ISLANDS CHARTER S.A.

Référence de publication: 2012114357/34.

(120154546) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 septembre 2012.

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### **CCP II Acquisition Luxco, Société à responsabilité limitée.**

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

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

R.C.S. Luxembourg B 160.175.

*Extrait des résolutions de l'Associé Unique prises en date du 4 septembre 2012*

L'Associé Unique de la Société a décidé comme suit:

- de nommer:

\* Monsieur Brian PATTERSON, né le 31 mai 1983 à Ohio, Etats-Unis d'Amérique, ayant son adresse professionnelle au 29, Boulevard Prince Henri, L-1724 Luxembourg, en qualité de Gérant de catégorie A de la Société et ce avec effet immédiat et pour une durée indéterminée.

Luxembourg, le 6 septembre 2012.

Pour extrait analytique conforme  
Eric LECHAT  
Gérant de catégorie B

Référence de publication: 2012114188/18.

(120154549) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 septembre 2012.

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### **SMC Software Management Consulting S.à r.l., Société à responsabilité limitée.**

Siège social: L-6688 Merttert, 1, route du Vin.

R.C.S. Luxembourg B 67.707.

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.

Echternach, le 6 septembre 2012.

Référence de publication: 2012114519/10.

(120154560) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 septembre 2012.

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### **Realinvest Europe S.A., Société Anonyme.**

Siège social: L-1840 Luxembourg, 11B, boulevard Joseph II.

R.C.S. Luxembourg B 42.597.

Les comptes annuels au 31/12/2011 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.

Signature  
Domiciliataire

Référence de publication: 2012115584/11.

(120155861) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

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**Reposting Services S.A., Société Anonyme.**

Siège social: L-8069 Bertrange, 15, rue de l'Industrie.

R.C.S. Luxembourg B 125.385.

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Les comptes annuels au 31/12/2011 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.  
Luxembourg.

Référence de publication: 2012115586/10.

(120155405) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

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**Restaurant Zhuang Yuan S.à r.l., Société à responsabilité limitée.**

Siège social: L-9420 Vianden, 8, rue de la Gare.

R.C.S. Luxembourg B 101.252.

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Les comptes annuels au 31 décembre 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.

Signature.

Référence de publication: 2012115587/10.

(120155411) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

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**REVAL Consulting S.A., Société Anonyme.**

Siège social: L-3511 Dudelange, 53, rue de la Libération.

R.C.S. Luxembourg B 54.136.

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Les comptes annuels au 31/12/2011 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.

Luxembourg, le 10/09/2012.

G.T. Experts Comptables Sarl

Luxembourg

Référence de publication: 2012115588/12.

(120155720) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

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**Shorinvest S.A., Société Anonyme.**

Siège social: L-2121 Luxembourg, 231, Val des Bons-Malades.

R.C.S. Luxembourg B 149.896.

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Les comptes annuels au 31 décembre 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.

Luxembourg, le 20 juillet 2012.

SG AUDIT SARL

Référence de publication: 2012115608/11.

(120155795) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

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

Siège social: L-1880 Luxembourg, 25, rue Pierre Krier.

R.C.S. Luxembourg B 160.856.

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Les comptes annuels au 31.12.2011 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.  
Echternach, le 10 septembre 2012.

Signature.

Référence de publication: 2012115590/10.

(120155769) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

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**Southwark Investment S.à r.l., Société à responsabilité limitée.**

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

R.C.S. Luxembourg B 117.460.

Les comptes annuels au 31/12/2011 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.

Luxembourg, le 10/09/2012.

G.T. Experts Comptables Sàrl

Luxembourg

Référence de publication: 2012115597/12.

(120155766) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

**Ryan Express SA, Société Anonyme.**

Siège social: L-9991 Weiswampach, 24, Gruuss-Strooss.

R.C.S. Luxembourg B 103.834.

Les comptes annuels au 31 décembre 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.

Signature.

Référence de publication: 2012115591/10.

(120155419) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

**Shire Luxembourg S.à r.l., Société à responsabilité limitée.****Capital social: USD 24.500,00.**

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

R.C.S. Luxembourg B 142.123.

Les comptes annuels au 31 décembre 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.

Luxembourg, le 28 août 2012.

Référence de publication: 2012115595/10.

(120155716) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

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

Siège social: L-4410 Soleuvre, 12, Um Woeller, Zones d'Activités Commerciales et Economiques.

R.C.S. Luxembourg B 86.518.

Le Bilan au 31 décembre 2011 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg.

Signature.

Référence de publication: 2012115605/10.

(120155251) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

**Shield S.A., Société Anonyme.**

Siège social: L-2311 Luxembourg, 55-57, avenue Pasteur.

R.C.S. Luxembourg B 28.676.

Les comptes annuels au 31 décembre 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.

Référence de publication: 2012115607/9.

(120155396) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

**Financière Lineus S.à r.l., Société à responsabilité limitée.****Capital social: EUR 7.300.000,00.**

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

R.C.S. Luxembourg B 154.669.

Les comptes annuels au 31.12.2011 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.

Luxembourg, le 11.09.2012.

*Pour: FINANCIERE LINEUS S.à r.l.*

Société à responsabilité limitée

Experta Luxembourg

Société anonyme

Valérie Albanti / Cindy Szabo

Référence de publication: 2012115884/15.

(120156302) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 septembre 2012.

**SIFC Hotel Development S.à r.l., Société à responsabilité limitée.****Capital social: KRW 191.000.000,00.**

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

R.C.S. Luxembourg B 110.943.

Les comptes annuels au 31 décembre 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.

Luxembourg, le 6 septembre 2012.

Bouchra Akhertous

*Mandataire*

Référence de publication: 2012115610/12.

(120155392) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

**That's It A.G., Société Anonyme.**

Siège social: L-2613 Luxembourg, 1, place du Théâtre.

R.C.S. Luxembourg B 95.618.

*Rectificatif du document L120152905 déposé le 04/09/12*

Les comptes annuels au 31 décembre 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.

Luxembourg.

Signature.

Référence de publication: 2012115636/11.

(120155450) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

**Société du Parking Brill, Société Anonyme.**

Siège social: L-2163 Luxembourg, 24B, avenue Monterey.

R.C.S. Luxembourg B 139.983.

Les comptes annuels au 31 décembre 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.

Signature.

Référence de publication: 2012115616/10.

(120155781) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

**Société de Participations Dauphinoise S.A., Société Anonyme Holding.**

Siège social: L-1220 Luxembourg, 196, rue de Beggen.

R.C.S. Luxembourg B 51.504.

Les comptes annuels au 31 décembre 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.

Référence de publication: 2012115618/9.

(120155294) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

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**Soft-Kis, Société à responsabilité limitée.**

Siège social: L-7540 Rollingen, 68, rue de Luxembourg.

R.C.S. Luxembourg B 35.602.

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Les comptes annuels au 31 décembre 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.

Signature.

Référence de publication: 2012115620/10.

(120155351) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

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**Solvadis Holding S.à.r.l., Société à responsabilité limitée.**

**Capital social: EUR 5.067.800,00.**

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

R.C.S. Luxembourg B 111.081.

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Les comptes annuels au 31 décembre 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.

Luxembourg, le 20 août 2012.

Référence de publication: 2012115623/10.

(120155710) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

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**TransSport S.A., Société Anonyme.**

Siège social: L-9161 Ingeldorf, 49A, rue de la Sûre.

R.C.S. Luxembourg B 125.393.

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Les comptes annuels au 31 décembre 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.

Signature.

Référence de publication: 2012115631/10.

(120155352) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

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**SR Fashion Trade S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 142.683.

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Les comptes annuels au 31 décembre 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.

Référence de publication: 2012115624/9.

(120155384) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

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**Toptrans S.A., Société Anonyme.**

Siège social: L-9759 Knaphoscheid, 7, Duerfstrooss.

R.C.S. Luxembourg B 102.699.

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Les comptes annuels au 31 décembre 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.

Signature.

Référence de publication: 2012115637/10.

(120155420) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

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**TRANSPORTS WOLFF Laurent SARL, Société à responsabilité limitée.**

Siège social: L-9412 Vianden, 6C, rue de la Frontière.

R.C.S. Luxembourg B 144.722.

Les comptes annuels au 31 décembre 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.

Signature.

Référence de publication: 2012115639/10.

(120155460) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

**Traxima International S.A., Société Anonyme.**

Siège social: L-2311 Luxembourg, 55-57, avenue Pasteur.

R.C.S. Luxembourg B 54.348.

Les comptes annuels au 31 décembre 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.

Référence de publication: 2012115640/9.

(120155395) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

**Tribel S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 112.793.

Les comptes annuels au 31 décembre 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.

Référence de publication: 2012115641/9.

(120155787) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

**Ameco, Société à responsabilité limitée.**

Siège social: L-7759 Roost, 1, route de Bissen.

R.C.S. Luxembourg B 11.671.

Les comptes annuels au 31 décembre 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.

Itzig, le 11 septembre 2012.

*Pour AMECO S.A R.L.*

FIDUCIAIRE EVERARD - KLEIN S.A R.L.

Référence de publication: 2012115716/12.

(120156539) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 septembre 2012.

**Umiak Development S.A., Société Anonyme.**

Siège social: L-1413 Luxembourg, 3, place Dargent.

R.C.S. Luxembourg B 59.273.

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: 2012115644/9.

(120155744) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

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

Siège social: L-2310 Luxembourg, 20, avenue Pasteur.

R.C.S. Luxembourg B 55.967.

Les comptes annuels au 31 décembre 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.

Référence de publication: 2012115651/9.

(120155397) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

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**Veбен Holding S.à r.l., Société à responsabilité limitée.**

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

Siège social: L-1511 Luxembourg, 121, avenue de la Faïencerie.

R.C.S. Luxembourg B 118.974.

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Les comptes annuels au 31 décembre 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.

*Un mandataire*

Référence de publication: 2012115652/10.

(120155799) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

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

Siège social: L-3636 Kayl, 34, rue de l'Eglise.

R.C.S. Luxembourg B 115.795.

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Les comptes annuels au 31.12.2011 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.

Signature.

Référence de publication: 2012115654/10.

(120155526) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

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**ZIV Group Investment I S.à r.l., Société à responsabilité limitée.**

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

R.C.S. Luxembourg B 127.036.

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Les comptes annuels au 31 décembre 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.

*Pour ZIV Group Investment I S.à r.l.*

Intertrust (Luxembourg) S.A.

Référence de publication: 2012115672/11.

(120155598) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

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

Siège social: L-8399 Windhof, 4, rue d'Arlon.

R.C.S. Luxembourg B 102.557.

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Le Bilan au 31 décembre 2011 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2012115656/9.

(120155602) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

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**Voyages Schmit S.A., Société Anonyme.**

Siège social: L-9122 Schieren, 31, rue de la Gare.

R.C.S. Luxembourg B 100.134.

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Les comptes annuels au 31.12.2011 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.

Echternach, le 10 septembre 2012.

Signature.

Référence de publication: 2012115657/10.

(120155403) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

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**Wämper Stuff Sàrl, Société à responsabilité limitée.**

Siège social: L-9972 Lieler, Maison 8.  
R.C.S. Luxembourg B 95.815.

Les comptes annuels au 31 décembre 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.

Signature.

Référence de publication: 2012115659/10.

(120155423) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

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

Siège social: L-5480 Wormeldange, 149, rue Principale.  
R.C.S. Luxembourg B 157.127.

Les comptes annuels au 31 décembre 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.

Signature.

Référence de publication: 2012115660/10.

(120155426) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

**Westrich Gen S.A., Société Anonyme.**

Siège social: L-1330 Luxembourg, 34A, boulevard Grande-Duchesse Charlotte.  
R.C.S. Luxembourg B 102.816.

Les comptes annuels au 31 décembre 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.

Référence de publication: 2012115661/9.

(120155293) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2012.

**SAIC Lux, S.à r.l., Société à responsabilité limitée.****Capital social: EUR 1.000.000,00.**

Siège social: L-1247 Luxembourg, 3, Passage Gëlle Klack.  
R.C.S. Luxembourg B 153.632.

La Société a été constituée suivant acte reçu par Maître Jean-Joseph Wagner, notaire de résidence à Sanem (Luxembourg), en date du 8 juin 2010, publié au Mémorial C, Recueil des Sociétés et Associations n° 1486 du 20 juillet 2010.

Les comptes annuels de la Société 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.

SAIC Lux S.à r.l.

Signature

Référence de publication: 2012116146/14.

(120156214) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 septembre 2012.

**CABRELUX, Société à responsabilité limitée.**

Siège social: L-3440 Dudelange, 40, avenue Grande-Duchesse Charlotte.  
R.C.S. Luxembourg B 154.830.

Les comptes annuels au 31 décembre 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.

Signature.

Référence de publication: 2012115785/10.

(120156178) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 septembre 2012.

**Gagfah S.A., Société Anonyme de Titrisation,  
(anc. NLG Acquisition Investments S.C.A.).**

Siège social: L-1222 Luxembourg, 2-4, rue Beck.  
R.C.S. Luxembourg B 109.526.

In the year two thousand and twelve, on the twenty-ninth day of August.  
Before us Maître Joseph Elvinger, notary residing in Luxembourg (Luxembourg).

There appeared:

Stephen Charlton, with business address with respect to the Company in Luxembourg, delegate of the board of directors represented by Me Miriam Schinner, Rechtsanwältin, residing in Luxembourg, pursuant to the decision of the delegate of the board of directors dated 29 August 2012 (the "Decision") (a copy of which will be registered together with the present deed) of "GAGFAH S.A.", a société anonyme, société de titrisation, having its registered office in Luxembourg, 2-4 rue Beck, L-1222 Luxembourg, Grand Duchy of Luxembourg, (the "Company"), incorporated by deed of notary Jean-Joseph Wagner, notary residing in Sanem (Grand-Duchy of Luxembourg) of 12 July 2005, published in the Mémorial Cr Recueil des Sociétés et Associations ("Mémorial") of 3 December 2005, Number 1323. The articles of incorporation of the Company were amended several times and for the last time by deed of Maître Léonie Grethen of 12 June 2012, published in the Mémorial of 7 August 2012, Number 1962.

The notary is requested to record as follows:

(I) The extraordinary general meeting of shareholders of the Company held on 12 June 2012 published in the Memorial of 7 August 2012, Number 1962 (the "EGM"), has decided to reduce the issued share capital and to cancel fifteen million one hundred and fifty thousand two hundred seventy-seven (15,150,277) shares held in treasury by the Company, and to reduce the relevant reserves constituted in relation thereto. The EGM instructed and delegated power to and authorised the board of directors to implement the cancellation of such shares and the reduction of share capital and related matters as deemed fit by the board of directors, to cause the share capital reduction and cancellation of such shares and the consequential amendment of the articles of incorporation to be recorded by notarial deed, and generally to take any steps, actions and formalities as appropriate or useful to implement the decisions taken by the EGM as stated above.

(II) The board of directors resolved on 15 August 2012 (a copy of the excerpt of which will be registered with the present deed) in principle to implement the share capital reduction decision of the EGM and to reduce the issued share capital by an amount of eighteen million nine hundred thirty-seven thousand eight hundred forty-six euros and twenty-five euro cents (EUR 18,937,846.25) through the cancellation of fifteen million one hundred and fifty thousand two hundred seventy-seven (15,150,277) shares held in treasury by the Company (the "Board Decision"). The board of directors delegated power to inter alia the appearing party and authorized and empowered the appearing party to take any decision, step or action and to sign any documents, to implement the share capital reduction decision of the EGM and to reduce the issued share capital of the Company as stated in the Board Decision.

(III) Pursuant to the Decision, the appearing party decided on 29 August 2012 to reduce the issued share capital by an amount of eighteen million nine hundred thirty-seven thousand eight hundred forty-six euros and twenty-five euro cents (EUR 18,937,846.25) and to cancel fifteen million one hundred and fifty thousand two hundred seventy-seven (15,150,277) shares with effect from the date of the Decision.

Consequently, paragraph 1 of article 5 of the articles of incorporation of the Company is amended so as to read as follows:

"The issued capital of the Company is set at two hundred fifty-eight million sixty-five thousand six hundred ninety-three euro and seventy-five euro cents (258,065,693.75) represented by two hundred six million four hundred fifty-two thousand five hundred fifty-five (206,452,555) shares with a nominal value of one point twenty five Euro (€ 1.25) each (the "Shares"), all of said Shares being fully paid".

*Expenses:*

The expenses, costs, remunerations or charges in any form whatsoever which shall be borne by the Company as a result of its decrease of capital are estimated at two thousand euros.

The undersigned notary who understands and speaks English states herewith that on request of the above appearing person, the present deed is worded in English followed by a German translation. On request of the same appearing person and in case of discrepancies between the English and the German text, the English version will prevail.

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

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

**Follows the german translation**

Im Jahre zweitausend und zwölf, am neunundzwanzigsten Tag des Monats August,  
Vor uns, Maître Joseph Elvinger, Notar mit Amtssitz in Luxemburg (Luxemburg).

Ist erschienen:

Stephen Charlton, mit Geschäftsadresse bezüglich der Gesellschaft in Luxemburg, als Delegierter des Verwaltungsrates vertreten durch Miriam Schinner, Rechtsanwältin, wohnhaft in Luxemburg, gemäß der Entscheidung des Delegierten des Verwaltungsrates vom 29. August 2012 (die „Entscheidung“) (eine Kopie der Entscheidung wird mit der vorliegenden Urkunde zur Registrierung eingereicht) der "GAGFAH S.A.", eine Aktiengesellschaft (société anonyme), Verbriefungsgesellschaft (société de titrisation), mit Gesellschaftssitz in Luxemburg, 2-4 rue Beck, L-1222 Luxemburg, Großherzogtum Luxemburg, (die "Gesellschaft"), gegründet durch notarielle Urkunde des Notars Jean-Joseph WAGNER, Notar mit Amtssitz in Sanem (Großherzogtum Luxemburg) vom 12. Juli 2005, veröffentlicht im Mémorial Cr Recueil des Sociétés et Associations ("Mémorial") vom 3. Dezember 2005, Nummer 1323. Die Gründungssatzung der Gesellschaft wurde mehrmals abgeändert, zuletzt durch notarielle Urkunde von Maître Léonie Grethen am 12. Juni 2012, veröffentlicht im Mémorial vom 7. August 2012, Nummer 1962.

Der Notar wird ersucht Folgendes aufzunehmen:

(I) Die außerordentliche Generalversammlung der Aktionäre der Gesellschaft, die am 12. Juni 2012 gehalten wurde, veröffentlicht im Mémorial vom 7. August 2012, Nummer 1962 (die „AGV“), hat beschlossen, das ausgegebene Stammkapital der Gesellschaft herabzusetzen und fünfzehn Millionen einhundertfünfzigtausend zweihundertsiebenundsiebzig (15.150.277), von der Gesellschaft im Eigenbestand gehaltenen Aktien einzuziehen, und die entsprechenden Reserven, die diesbezüglich gebildet wurden, herabzusetzen. Die AGV hat den Verwaltungsrat beauftragt, bevollmächtigt und autorisiert, die Einziehung dieser Aktien und die Herabsetzung des ausgegebenen Stammkapitals und die damit verbundenen, vom Verwaltungsrat festgelegten Angelegenheiten umzusetzen, die Herabsetzung des Stammkapitals und die Einziehung dieser Aktien und die entsprechende Abänderung der Gesellschaftssatzung durch notarielle Urkunde herbeizuführen, und im Allgemeinen sämtliche angemessenen und zweckdienlichen Schritte, Maßnahmen und Formalitäten zu ergreifen, um die vorgenannten Beschlüsse der AGV umzusetzen.

(II) Der Verwaltungsrat beschloss am 15. August 2012 (eine Kopie des Auszugs wird mit der vorliegenden Urkunde zur Registrierung eingereicht) grundsätzlich den Beschluss der AGV bezüglich der Herabsetzung des Stammkapitals umzusetzen und das ausgegebene Stammkapital um einen Betrag von achtzehn Millionen neunhundert siebenunddreißig Tausend achthundertsechsvierzig Euro und fünfundzwanzig Euro Cents (EUR 18.937.846,25) durch die Einziehung von fünfzehn Millionen einhundertfünfzigtausend zweihundertsiebenundsiebzig (15.150.277) im Eigenbestand der Gesellschaft gehaltenen Aktien (der „Verwaltungsratsbeschluss“) herabzusetzen. Der Verwaltungsrat hat unter anderem die erscheinende Partei beauftragt, und hat die erscheinende Partei ermächtigt und bevollmächtigt, alle Entscheidungen, Schritte oder Maßnahmen zu ergreifen und alle Dokumente zu unterzeichnen um den Beschluss der AGV zur Herabsetzung des Stammkapitals umzusetzen und das Stammkapital, wie im Verwaltungsratsbeschluss angegeben, herabzusetzen.

(III) Gemäß der Entscheidung, hat die erscheinende Partei am 29. August 2012 entschieden, das ausgegebene Stammkapital um einen Betrag von achtzehn Millionen neunhundert siebenunddreißigtausend achthundertsechsvierzig Euro und fünfundzwanzig Euro Cents (EUR 18.937.846,25) herabzusetzen und fünfzehn Millionen einhundertfünfzigtausend zweihundertsiebenundsiebzig (15.150.277) Aktien, mit Wirkung ab dem Datum der Entscheidung, einzuziehen.

(IV) Absatz 1 von Artikel 5 der Gesellschaftssatzung wird folgendermaßen abgeändert:

"Das ausgegebene Gesellschaftskapital wird auf zweihundertachtundfünfzig Millionen fünfundsechzigtausend sechshundertdreiundneunzig Euro fünfundsiebzig Euro Cents (€ 258.065.693,75) festgesetzt, aufgeteilt in zweihundertsechs Millionen vierhundertzweiundfünfzigtausend fünfhundertfünfundfünfzig (206.452.555) Aktien mit einem Nennwert von jeweils eins Komma fünfundzwanzig Euro (€1,25) (die „Aktien“), alle diese Aktien sind vollständig eingezahlt".

*Kosten:*

Die Kosten, Ausgaben, Gebühren und Lasten jeglicher Form, die von der Gesellschaft infolge der Kapitalherabsetzung getragen werden, werden auf ungefähr zwei tausend Euro geschätzt.

Der unterzeichnende Notar, der die englischen Sprache spricht und versteht, erklärt hiermit, dass die vorliegende Urkunde, auf Ersuchen der erschienenen Partei, in englischer Sprache verfasst wird, gefolgt von einer deutschen Übersetzung. Auf Ersuchen derselben erschienenen Partei und im Fall von Abweichungen zwischen dem englischen und dem deutschen Text ist der englische Text maßgebend. Daraufhin wurde vorgenannte Urkunde in Luxemburg aufgesetzt.

Ausgefertigt in Luxemburg am vorgenannten Tag.

Die Urkunde wurde, der erschienenen Person vorgelesen und zusammen mit uns, dem Notar, wurde die vorliegende Originalurkunde unterzeichnet.

Signé: S. Charlton, J. Elvinger.

Enregistré à Luxembourg Actes Civils, le 31 août 2012. Relation: LAC/2012/40834. Reçu soixante-quinze euros 75,00 €

Le Receveur (signé): C. Frising.

Référence de publication: 2012113731/113.

(120153782) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 septembre 2012.

**ENB Lux 1 S.à.r.l., Société à responsabilité limitée.**

**Capital social: HKD 1.420.347,00.**

Siège social: L-1940 Luxembourg, 282, route de Longwy.

R.C.S. Luxembourg B 130.539.

In the year two thousand twelve, on the twenty-ninth of August.

Before Us, Maître Joseph ELVINGER, notary residing in Luxembourg, actin in replacement of Maître Martine SCHAEFFER, notary residing in Luxembourg, Grand Duchy of Luxembourg, momentarily absent and who will remain the depositary of the present deed.

**THERE APPEARED:**

- ENB Topco 1 S.à r.l., a private limited liability company governed by the laws of the Grand Duchy of Luxembourg, having its registered office at 282, route de Longwy, L-1940 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 130.884,

here represented by Mister Gianpiero SADDI, private employee, professionally residing in L-1750 Luxembourg, 74, avenue Victor Hugo, by virtue of a proxy given on August 28<sup>th</sup>, 2012.

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

II. The appearing party declares that it is the sole shareholder ("Sole Shareholder") of ENB Lux 1 S.à r.l., a private limited liability company (société à responsabilité limitée) incorporated under the laws of the Grand Duchy of Luxembourg, with registered office at 282, route de Longwy, L-1940 Luxembourg, with a share capital of HK\$ 1.420.347,-, registered with the Luxembourg Trade and Companies Register (Registre de Commerce et des Sociétés) under number B 130.539 (the "Company"), incorporated under the name of ENB Midco 1 S.à.r.l. by a deed of Maître Martine Schaeffer, notary residing in Luxembourg, on 25 June 2007, published in the Mémorial C, Recueil des Sociétés et Associations N° 2024, page 97120, dated 19 September 2007.

III. The articles of incorporation of the Company have last been amended pursuant to a deed of Maître Martine Schaeffer, notary residing in Luxembourg dated 6 March 2008, published in the Mémorial C, Recueil des Sociétés et Associations N°1035, page 49662, dated 25 April 2008.

IV. The appearing party, represented as above mentioned, having recognised to be fully informed of the resolutions to be taken on the basis of the following agenda:

*Agenda*

1. Dissolution of the Company and putting it into voluntary liquidation and start liquidation proceedings;
2. Appointment of liquidators of the Company and determination of their powers; and
3. Miscellaneous.

has requested the undersigned notary to document the following resolutions:

*First resolution*

In compliance with the Law of 10 August 1915 on commercial companies, as amended from time to time (the "Law"), the Sole Shareholder resolves to dissolve the Company and put it into voluntary liquidation and start the liquidation proceedings.

*Second resolution*

The Sole Shareholder resolves to appoint as liquidators of the Company Ms. Séverine Michel, born on 19 July 1977 in Epinal, France, and Mr. Cédric Pedoni, born on 24 March 1975 in Villerupt, France, both professionally residing at 282, route de Longwy, L-1940 Luxembourg.

Both liquidators have accepted this mandate.

The aforesaid liquidators have as mission to realise the whole of assets and liabilities of the Company. The liquidators are exempted from the obligation of drawing up an inventory, and may in this respect fully rely on the books of the Company. The liquidators may under their own responsibility and regarding special or specific operations, delegate such part of their powers as they may deem fit, to one or several representatives. The sole signature of each liquidator binds validly and without limitation the Company which is in liquidation. The liquidators have the authority to perform and execute all operation provided for in articles 144 and 145 of the Law, without a specific authorisation of a general meeting of shareholder(s).

The liquidators may pay advances on the liquidation surplus after having paid the debts or made the necessary provisions for the payment of the debts.

The liquidators shall draft a report on the results of the liquidation and the employment of the corporate assets with supporting accounts and documents.

*Closure of the meeting*

The expenses, costs, fees and charges of any kind whatsoever which will have to be borne by the Company as a result of the present deed are estimated at approximately one thousand two hundred Euro (EUR 1.200.-).

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

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

The document having been read and explained to the appearing party, known by the undersigned notary, the appearing party signed together with the notary the present deed.

**Suit la version française du texte qui précède:**

En l'an deux mille douze, le vingt-neuf août.

Par-devant Maître Joseph ELVINGER, notaire de résidence à Luxembourg, agissant en remplacement de Maître Martine SCHAEFFER, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg, momentanément absente et qui restera le dépositaire de la présente minute.

**A COMPARU:**

- ENB Topco 1 S.à r.l., une société à responsabilité limitée soumise au droit luxembourgeois, ayant son siège social au 282, route de Longwy, L-1940 Luxembourg, enregistrée auprès du registre de commerce et des sociétés sous le numéro B 130.884,

ici représentée par Monsieur Gianpiero SADDI, employé privé, ayant son adresse professionnelle à L-1750 Luxembourg, 74, avenue Victor Hugo, en vertu d'une procuration datée du 28 août 2012.

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

II. La partie comparante déclare qu'elle est l'associé unique («Associé Unique») de la société ENB Lux 1 S.à r.l., une société à responsabilité limitée constituée selon les lois du Grand Duché de Luxembourg, ayant son siège social au 282, route de Longwy, L-1940 Luxembourg, ayant un capital social de HK\$ 1.420.347,-, immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 130.539 (la "Société"), constituée sous le nom ENB Midco 1 S.à r.l. suivant acte de Maître Martine Schaeffer, notaire de résidence à Luxembourg, en date du 25 juin 2007, publié au Mémorial C, Recueil des Sociétés et Associations, N°2024, page 97120, en date du 19 septembre 2007.

III. Les statuts de la Société ont été modifiés pour la dernière fois suivant acte de Maître Martine Schaeffer, notaire de résidence à Luxembourg, en date du 6 mars 2008, publié au Mémorial C, Recueil des Sociétés et Associations, N° 1035, page 49662, en date du 25 avril 2008.

IV. La partie comparante, représentée comme susmentionnée, ayant reconnue être entièrement informée des résolutions à prendre sur base de l'ordre du jour suivant:

*Ordre du jour*

1. Dissolution de la Société et mise en liquidation de la Société et commencement de la procédure de liquidation;
2. Nomination des liquidateurs de la Société et détermination de leurs pouvoirs; et
3. Divers.

a requis le notaire soussigné de documenter les résolutions suivantes:

*Première résolution*

Conformément à la loi du 10 août 1915 sur les sociétés commerciales telle que modifiée (la "Loi"), l'assemblée générale extraordinaire décide de la dissolution anticipée de la Société et de sa mise en liquidation volontaire.

*Deuxième résolution*

L'Associé Unique décide de nommer en tant que liquidateurs Mme Séverine Michel née le 19 juillet 1977 à Epinal, France et M. Cédric Pedoni, né le 24 mars 1975 à Villerupt, France tous les deux ayant leur adresse professionnelle au 282, route de Longwy, L-1940 Luxembourg.

Chacun des liquidateurs a accepté ce mandat.

Les liquidateurs prénommés ont pour 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 sous leur seule signature individuelle et sans limitation. Ils disposent de tous les pouvoirs pour effectuer ou exécuter toutes les opérations prévues aux articles 144 et 145 de la Loi, sans avoir besoin d'être préalablement autorisé par l'assemblée générale du ou des associé(s).

Les liquidateurs pourront payer des avances sur le boni de liquidation après avoir payé les dettes ou avoir fait les provisions nécessaires pour le paiement des dettes.

Les liquidateurs prépareront un rapport sur les résultats de la liquidation et l'utilisation des biens sociaux avec comptes et documents à l'appui.

*Clôture de l'assemblée*

Les dépenses, frais, rémunérations et charges, de quelque nature qu'ils soient, incombent à la société à raison du présent acte et sont estimés à mille deux cents Euros (EUR 1.200.-).

Dont acte, fait et passé à Luxembourg, à la date figurant en tête du présent acte.

Le notaire soussigné qui comprend et parle anglais, déclare qu'à la demande des comparants, le présent acte est écrit en anglais, suivi d'une version en langue française. A la demande des mêmes comparants et en cas de désaccord entre le texte anglais et le texte français, le texte anglais prévaudra.

Après lecture faite et interprétation donnée à la personne comparante, connue du notaire instrumentant, la personne comparante a signé le présent acte avec le notaire.

Signé: G. Saddi et J. Elvinger.

Enregistré à Luxembourg A.C., le 31 août 2012. LAC/2012/40932. 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 6 septembre 2012.

Référence de publication: 2012114252/129.

(120154534) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 septembre 2012.

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**Café " La Gruta ", Société à responsabilité limitée.**

Siège social: L-6841 Machtum, 4, rue de l'Eglise.

R.C.S. Luxembourg B 54.036.

Les comptes annuels du 01/01/2011 au 31/12/2011 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.

Référence de publication: 2012115786/10.

(120156415) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 septembre 2012.

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**CK - Sport Center S.A., Société Anonyme.**

Siège social: L-1899 Kockelscheuer, 20, route de Bettembourg.

R.C.S. Luxembourg B 18.790.

Les comptes annuels au 31 décembre 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.

Référence de publication: 2012115802/9.

(120155936) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 septembre 2012.

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

Siège social: L-3544 Dudelange, 40, avenue Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 68.832.

Les comptes annuels au 31 décembre 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.

Signature.

Référence de publication: 2012115797/10.

(120156177) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 septembre 2012.

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**Chelsey Investissement S.A., Société Anonyme.**

Siège social: L-2535 Luxembourg, 16, boulevard Emmanuel Servais.

R.C.S. Luxembourg B 106.483.

Les comptes annuels au 30 juin 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: 2012115798/10.

(120156147) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 septembre 2012.

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**Claudia Sträter Luxembourg S.A., Société Anonyme.**

Siège social: L-4011 Esch-sur-Alzette, 2, rue de l'Alzette.

R.C.S. Luxembourg B 61.087.

Les comptes annuels au 31 janvier 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.

Signature.

Référence de publication: 2012115803/10.

(120156202) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 septembre 2012.

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**Cogeprim, Société Anonyme.**

Siège social: L-2310 Luxembourg, 8, avenue Pasteur.

R.C.S. Luxembourg B 113.519.

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: 2012115804/9.

(120156167) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 septembre 2012.

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**Coquelle Luxembourg S.à r.l., Société à responsabilité limitée.**

Siège social: L-3378 Livange, Zone Industrielle "le 2000".

R.C.S. Luxembourg B 133.382.

Les comptes annuels au 31 décembre 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.

Référence de publication: 2012115806/9.

(120156509) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 septembre 2012.

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**European Goldfields (Luxembourg) No. 1 S. à r. l., Société à responsabilité limitée.**

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

R.C.S. Luxembourg B 165.159.

Les comptes annuels au 31 Décembre 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.

Luxembourg Corporation Company S.A.

Signatures

Référence de publication: 2012115831/11.

(120156422) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 septembre 2012.

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**Capital International Portfolios, Société d'Investissement à Capital Variable.**

Siège social: L-2633 Senningerberg, 6, route de Trèves.

R.C.S. Luxembourg B 125.271.

*Extrait des Décisions prises lors de l'Assemblée Générale Annuelle des Actionnaires de Capital International Portfolios du 31 juillet 2012*

*Composition du Conseil d'Administration*

Il a été décidé d'approuver l'élection de M Guido Caratsch, M Hamish Forsyth, M Sinisa Vacic, M Luis Freitas de Oliveira (Président), M Steven Wilson et M François Note, en tant qu'Administrateurs de la Société jusqu'à la prochaine Assemblée Générale Annuelle des Actionnaires qui statuera sur l'année fiscale se terminant le 30 juin 2013.

*Reviseur d'Entreprises*



Il a été décidé d'approuver la réélection de PricewaterhouseCoopers S.à r.l., en tant que Reviseur d'Entreprises Agréé de la Société jusqu'à la prochaine Assemblée Générale Annuelle des Actionnaires qui statuera sur l'année fiscale se terminant le 30 juin 2013.

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

Luxembourg, le 30 août 2012.

*Pour CAPITAL INTERNATIONAL PORTFOLIOS*

Au nom et pour le compte de J.P. Morgan Bank Luxembourg S.A.

*Agent Domiciliaire*

Référence de publication: 2012114719/22.

(120154637) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 septembre 2012.

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**Zirconium S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 61.462.

Les comptes annuels de la société au 31 décembre 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.

*Pour la société*

*Un mandataire*

Référence de publication: 2012116223/12.

(120156030) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 septembre 2012.

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**Yoko Investments S.à r.l., Société à responsabilité limitée.**

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

Siège social: L-1611 Luxembourg, 61, avenue de la Gare.

R.C.S. Luxembourg B 142.605.

Les comptes annuels au 31 Décembre 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.

Signature.

Référence de publication: 2012116220/10.

(120156546) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 septembre 2012.

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**1741 Asset Management Funds Sicav, Société d'Investissement à Capital Variable.**

Siège social: L-8070 Bertrange, 31, Atrium Business Park, Z.A. Bourmicht.

R.C.S. Luxembourg B 131.432.

Le bilan annuel au 31 mars 2012 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.

Bertrange, le 11 Septembre 2012.

*Pour le compte 1741 Asset Management Funds SICAV*

*Citibank International plc (Luxembourg Branch)*

Référence de publication: 2012116224/12.

(120156098) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 septembre 2012.

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**23Legend S.à r.l., Société à responsabilité limitée.**

Siège social: L-1260 Luxembourg, 5, rue de Bonnevoie.

R.C.S. Luxembourg B 163.201.

*Rectificatif du dépôt du bilan au 31/12/2011. Déposé le 10/07/2012 n°L120117079 au Registre de Commerce et des Sociétés de Luxembourg.*

Les comptes annuels au 31 décembre 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.

23Legend S.à r.l.

Référence de publication: 2012116226/12.

(120156271) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 septembre 2012.

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**Val Finance S.A., Société Anonyme.**

Siège social: L-2450 Luxembourg, 15, boulevard Roosevelt.

R.C.S. Luxembourg B 88.827.

Les comptes annuels au 31.12.2011 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.

Luxembourg, le 11 septembre 2012.

FIDUCIAIRE FERNAND FABER

Signature

Référence de publication: 2012116201/12.

(120156560) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 septembre 2012.

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**Lease Consult Sàrl, Société à responsabilité limitée.**

Siège social: L-3511 Dudelange, 53, rue de la Libération.

R.C.S. Luxembourg B 124.547.

Les comptes annuels au 31/12/2011 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.

Luxembourg, le 11/09/2012.

G.T. Experts Comptables Sàrl

Luxembourg

Référence de publication: 2012115995/12.

(120156043) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 septembre 2012.

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**Proteger Luxembourg S.à r.l., Société à responsabilité limitée.**

**Capital social: USD 4.250.000,00.**

Siège social: L-1246 Luxembourg, 4, rue Albert Borschette.

R.C.S. Luxembourg B 169.210.

In the year two thousand and twelve, on the second day of the month of August.

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

Was held an extraordinary general meeting of the shareholders of "Proteger Luxembourg S.à r.l." (the "Company"), a société à responsabilité limitée having its registered office at 4, rue Albert Borschette, L-1246 Luxembourg, incorporated on 30 May 2012 by deed of Me Henri Hellinckx, notary residing in Luxembourg, published in the Mémorial C, Recueil des Sociétés et Associations (the "Mémorial") number 1687 of 4<sup>th</sup> July 2012 and registered with the Registre de Commerce et des Sociétés in Luxembourg under number B 169.210.

The articles of association of the Company were amended for the last time by deed of the undersigned notary of 1 August 2012 not yet published in the Memorial.

The meeting was presided by Me Ralph Beyer, Rechtsanwalt, residing in Luxembourg.

There was appointed as secretary and scrutineer Me Namik Ramic, maître en droit, residing in Luxembourg. The chairman declared and requested the notary to state that:

1. The shareholders represented and the number of shares held by each of them is shown on an attendance list signed by the proxyholder, the chairman, the secretary and scrutineer and the undersigned notary. The said list will be attached to the present deed to be filed with the registration authorities.

As it appeared from said attendance list, all three hundred fifty two million five hundred ninety-eight thousand six hundred forty-six (352,598,646) shares in issue in the Company were represented at the general meeting and the shareholders of the Company declared that they had prior knowledge of the agenda so that the meeting was validly constituted and able to validly decide on all the items on the agenda.

2. The items of the agenda on which resolutions were to be passed are as follows:

*Agenda*

(A) Creation of ten (10) Classes of shares, namely Classes I, II, III, IV, V, VI, VII, VIII, IX and X, each such Class to be subdivided into three (3) Categories of Shares as follows:

- Class I Shares subdivided in Category I-A Shares, Category I-B Shares and Category I-C Shares;
- Class II Shares subdivided in Category II-A Shares, Category II-B Shares and Category II-C Shares;
- Class III Shares subdivided in Category III-A Shares, Category III-B Shares and Category III-C Shares;
- Class IV Shares subdivided in Category IV-A Shares, Category IV-B Shares and Category IV-C Shares;
- Class V Shares subdivided in Category V-A Shares, Category V-B Shares and Category V-C Shares;
- Class VI Shares subdivided in Category VI-A Shares, Category VI-B Shares and Category VI-C Shares;
- Class VII Shares subdivided in Category VII-A Shares, Category VII-B Shares and Category VII-C Shares;
- Class VIII Shares subdivided in Category VIII-A Shares, Category VIII-B Shares and Category VIII-C Shares;
- Class IX Shares subdivided in Category IX-A Shares, Category IX-B Shares and Category IX-C Shares; and
- Class X Shares subdivided in Category X-A Shares, Category X-B Shares and Category X-C Shares;

determination of the terms, rights and obligations of the different Classes and Categories as set forth in the amended and restated articles of the Company below;

(B) Re-classification of the existing three hundred fifty two million five hundred ninety-eight thousand six hundred forty-six (352,598,646) shares as follows:

Share Holder	Number of existing shares	Class/	Number of shares
Fifth Cinven Fund (No.1) Limited Partnership	1	I-A	1
Fifth Cinven Fund (No.2) Limited Partnership	1	I-A	1
Fifth Cinven Fund (No.3) Limited Partnership	1	I-A	1
Fifth Cinven Fund (No.4) Limited Partnership	1	I-A	1
Fifth Cinven Fund (UBTI) Limited Partnership	1	I-A	1
Fifth Fund Co-Investment Partnership	1	I-A	1
Proteger Holding S.à r.l.	34,491,700	I-A	34,491,700
<b>Total I -A</b>			<b>34,491,706</b>
Proteger Holding S.à r.l.	768,146	I-C	768,146
<b>Total I-C</b>			<b>768,146</b>
Fifth Cinven Fund (No.1) Limited Partnership	1	II-A	1
Fifth Cinven Fund (No.2) Limited Partnership	1	II-A	1
Fifth Cinven Fund (No.3) Limited Partnership	1	II-A	1
Fifth Cinven Fund (No.4) Limited Partnership	1	II-A	1
Fifth Cinven Fund (UBTI) Limited Partnership	1	II-A	1
Fifth Fund Co-Investment Partnership	1	II-A	1
Proteger Holding S.à r.l.	34,491,705	II-A	34,491,705
<b>Total II-A</b>			<b>34,491,711</b>
Proteger Holding S.à r.l.	768,155	II-C	768,155
<b>Total II-C</b>			<b>768,155</b>
Fifth Cinven Fund (No.1) Limited Partnership	1	III-A	1
Fifth Cinven Fund (No.2) Limited Partnership	1	III-A	1
Fifth Cinven Fund (No.3) Limited Partnership	1	III-A	1
Fifth Cinven Fund (No.4) Limited Partnership	1	III-A	1
Fifth Cinven Fund (UBTI) Limited Partnership	1	III-A	1
Fifth Fund Co-Investment Partnership	1	III-A	1
Proteger Holding S.à r.l.	34,491,705	III-A	34,491,705
<b>Total III-A</b>			<b>34,491,711</b>
Proteger Holding S.à r.l.	768,155	III-C	768,155
<b>Total III-C</b>			<b>768,155</b>
Fifth Cinven Fund (No.1) Limited Partnership	1	IV-A	1
Fifth Cinven Fund (No.2) Limited Partnership	1	IV-A	1
Fifth Cinven Fund (No.3) Limited Partnership	1	IV-A	1
Fifth Cinven Fund (No.4) Limited Partnership	1	IV-A	1
Fifth Cinven Fund (UBTI) Limited Partnership	1	IV-A	1
Fifth Fund Co-Investment Partnership	1	IV-A	1
Proteger Holding S.à r.l.	34,491,705	IV-A	34,491,705

Total IV-A .....			34,491,711
Proteger Holding S.à r.l. ....	768,155	IV-C	768,155
Total IV-C .....			768,155
Fifth Cinven Fund (No.1) Limited Partnership .....	1	V-A	1
Fifth Cinven Fund (No.2) Limited Partnership .....	1	V-A	1
Fifth Cinven Fund (No.3) Limited Partnership .....	1	V-A	1
Fifth Cinven Fund (No.4) Limited Partnership .....	1	V-A	1
Fifth Cinven Fund (UBTI) Limited Partnership .....	1	V-A	1
Fifth Fund Co-Investment Partnership .....	1	V-A	1
Proteger Holding S.à r.l. ....	34,491,705	V-A	34,491,705
Total V-A .....			34,491,711
Proteger Holding S.à r.l. ....	768,155	V-C	768,155
Total V-C .....			768,155
Fifth Cinven Fund (No.1) Limited Partnership .....	1	VI-A	1
Fifth Cinven Fund (No.2) Limited Partnership .....	1	VI-A	1
Fifth Cinven Fund (No.3) Limited Partnership .....	1	VI-A	1
Fifth Cinven Fund (No.4) Limited Partnership .....	1	VI-A	1
Fifth Cinven Fund (UBTI) Limited Partnership .....	1	VI-A	1
Fifth Fund Co-Investment Partnership .....	1	VI-A	1
Proteger Holding S.à r.l. ....	34,491,705	VI-A	34,491,705
Total VI-A .....			34,491,711
Proteger Holding S.à r.l. ....	768,155	VI-C	768,155
Total VI-C .....			768,155
Fifth Cinven Fund (No.1) Limited Partnership .....	1	VII-A	1
Fifth Cinven Fund (No.2) Limited Partnership .....	1	VII-A	1
Fifth Cinven Fund (No.3) Limited Partnership .....	1	VII-A	1
Fifth Cinven Fund (No.4) Limited Partnership .....	1	VII-A	1
Fifth Cinven Fund (UBTI) Limited Partnership .....	1	VII-A	1
Fifth Fund Co-Investment Partnership .....	1	VII-A	1
Proteger Holding S.à r.l. ....	34,491,705	VII-A	34,491,705
Total VII-A .....			34,491,711
Proteger Holding S.à r.l. ....	768,155	VII-C	768,155
Total VII-C .....			768,155
Fifth Cinven Fund (No.1) Limited Partnership .....	1	VIII-A	1
Fifth Cinven Fund (No.2) Limited Partnership .....	1	VIII-A	1
Fifth Cinven Fund (No.3) Limited Partnership .....	1	VIII-A	1
Fifth Cinven Fund (No.4) Limited Partnership .....	1	VIII-A	1
Fifth Cinven Fund (UBTI) Limited Partnership .....	1	VIII-A	1
Fifth Fund Co-Investment Partnership .....	1	VIII-A	1
Proteger Holding S.à r.l. ....	34,491,705	VIII-A	34,491,705
Total VIII-A .....			34,491,711
Proteger Holding S.à r.l. ....	768,155	VIII-C	768,155
Total VIII-C .....			768,155
Fifth Cinven Fund (No.1) Limited Partnership .....	1	IX-A	1
Fifth Cinven Fund (No.2) Limited Partnership .....	1	IX-A	1
Fifth Cinven Fund (No.3) Limited Partnership .....	1	IX-A	1
Fifth Cinven Fund (No.4) Limited Partnership .....	1	IX-A	1
Fifth Cinven Fund (UBTI) Limited Partnership .....	1	IX-A	1
Fifth Fund Co-Investment Partnership .....	1	IX-A	1
Proteger Holding S.à r.l. ....	34,491,705	IX-A	34,491,705
Total IX-A .....			34,491,711
Proteger Holding S.à r.l. ....	768,155	IX-C	768,155
Total IX-C .....			768,155
Fifth Cinven Fund (No.1) Limited Partnership .....	1	X-A	1

Fifth Cinven Fund (No.2) Limited Partnership . . . . .	1	X-A	1
Fifth Cinven Fund (No.3) Limited Partnership . . . . .	1	X-A	1
Fifth Cinven Fund (No.4) Limited Partnership . . . . .	1	X-A	1
Fifth Cinven Fund (UBTI) Limited Partnership . . . . .	1	X-A	1
Fifth Fund Co-Investment Partnership . . . . .	1	X-A	1
Proteger Holding S.à r.l. . . . .	34,491,705	X-A	34,491,705
Total X-A . . . . .			34,491,711
Proteger Holding S.à r.l. . . . .	768,155	X-C	768,155
Total X-C . . . . .			768,155

(C) Increase of the issued share capital by an amount of seven hundred twenty four thousand thirteen United States Dollar and fifty-four United States Dollar Cent (USD 724,013.54) to an amount of four million two hundred fifty thousand United States Dollar (USD 4,250,000) by the issue of a total of seventy two million four hundred and one thousand three hundred fifty-four (72,401,354) shares in such classes as set forth below each with a nominal value of one United States Dollar Cent (USD0.01) and a total subscription price of three millions two hundred thirty-four United States Dollar (USD 3,000,234); subscription to the new shares by International Alarm Systems B.V., a private company with limited liability (besloten vennootschap met beperkte aansprakelijkheid) organized and existing under the laws of the Netherlands, having its registered address at Prins Bernhardplein 200, 1097 JB Amsterdam, the Netherlands (the "Subscriber") in the proportion set out below:

Class/ Category subscribed by the Subscriber	Number of shares subscribed
I-B . . . . .	7,240,139
II-B . . . . .	7,240,135
III-B . . . . .	7,240,135
IV-B . . . . .	7,240,135
V-B . . . . .	7,240,135
VI-B . . . . .	7,240,135
VII-B . . . . .	7,240,135
VIII-B . . . . .	7,240,135
IX-B . . . . .	7,240,135
X-B . . . . .	7,240,135
Total . . . . .	72,401,354

Payment of the subscription price by the Subscriber by way of contribution in kind consisting in seven hundred nine million sixty seven thousand six hundred forty one (709,067,641) shares of Pronet Güvenlik Hizmetleri Anonim irketi, a joint stock company duly organized and validly existing under the laws of the Republic of Turkey, with headquarters located at Otaççılar Cad., Flatofis No:78, Kat:2 B2A Eyüp stanbul, Turkey and registered with Istanbul Trade Registry under trade registry number of 327331 (the "Contribution in Kind"); acknowledgement of the valuation report on the Contribution in Kind prepared by the board of managers of the Company; approval of the valuation of the Contribution in Kind at three millions two hundred thirty-four United States Dollar (USD 3,000,234); allocation from the subscription price of an amount equal to the nominal value of the new shares so issued to the share capital and an amount of two million two hundred seventy six thousand two hundred twenty United States Dollar and forty six United States Dollar Cents (USD 2,276,220.46) to the freely distributable share premium.

(D) Amendment and restatement of the articles of incorporation of the Company in their entirety while taking into account inter alia the above resolutions and such other changes as set forth in the amended and restated articles, substantially in the form attached to the proxies.

(E) Acknowledgement of the resignation of Marc Lamberty, recomposition of the board by reclassifying the existing managers of the Company as class A managers and to appoint Jean Marie Bettinger, with professional address at 48, boulevard Grande-Duchesse Charlotte, L-1330 Luxembourg, born on 14<sup>th</sup> March 1973 in Saint-Avold (France) and Alp Saul with professional address at Flatofis kat:2 34050 Halic- stanbul Turkey born on 6 March 1971 in Istanbul (Turkey) as new class B managers so that the board of managers of the Company is from now on composed as follows:

- Yalin Karadogan, Class A Manager
- Daniele Arendt, Class A Manager
- Alp Saul, Class B Manager
- Jean Marie Bettinger, Class B Manager

(F) Authorisation and approval of the transfer of seventy two million four hundred and one thousand three hundred fifty-four (72,401,354) shares of Class and Category as listed below by the Subscriber to Big Properties S.à r.l., a société à responsabilité limitée with registered office at 48, Boulevard Grande-Duchesse Charlotte, L-1330 Luxembourg and

registered with the Luxembourg Register de Commerce et des Sociétés under number B145030 and waiver of any transfer restrictions as may be set forth in the articles of association as amended and restated herein with respect to such transfer.

Class/ Category transferred by the Subscriber	Number of shares transferred
I-B .....	7,240,139
II-B .....	7,240,135
III-B .....	7,240,135
IV-B .....	7,240,135
V-B .....	7,240,135
VI-B .....	7,240,135
VII-B .....	7,240,135
VIII-B .....	7,240,135
IX-B .....	7,240,135
X-B .....	7,240,135
Total .....	72,401,354

(G) Authorisation and approval of the transfer of seven million six hundred eighty-one thousand five hundred forty-one (7,681,541) shares of Class and Category as listed below by Proteger Holding S.à r.l. to Compagnie Financière de Gestion Luxembourg S.A., a société anonyme (joint stock company) incorporated under the laws with registered office at 40, boulevard Joseph II, L-1840 Luxembourg and registered with the Luxembourg commercial register under number B 18433 and waiver of any transfer restrictions as may be set forth in the articles of association as amended and restated herein with respect to such transfer.

Class / Category transferred by Proteger Holding S.à r.l.	Number of shares transferred
I-C .....	768,146
II-C .....	768,155
III-C .....	768,155
IV-C .....	768,155
V-C .....	768,155
VI-C .....	768,155
VII-C .....	768,155
VIII-C .....	768,155
IX-C .....	768,155
X-C .....	768,155
Total .....	7,681,541

(H) Authorisation and approval of the transfer of one (1) I-A share, one (1) III-A share, one (1) IV-A share, one (1) V-A share, one (1) VI-A share, one (1) VII-A share, one (1) VIII-A share, one (1) IX-A share and one (1) X-A share by Fifth Cinven Fund (UBTI) Limited Partnership to Fifth Cinven Fund (No. 5) Limited Partnership, acting by its General Partner, Cinven Capital Management (V) Limited Partnership Incorporated, in turn acting by its General Partner, Cinven Capital Management (V) General Partner Limited, with place of business at Third Floor, Tudor House, Le Bordage, St Peter Port, GUERNSEY GY1 3PP and waiver of any transfer restrictions as may be set forth in the articles of association as amended and restated herein with respect to such transfer.

After having considered the above, the meeting resolved as follows:

*First resolution*

The meeting resolved to create ten (10) Classes of shares, namely Classes I, II, III, IV, V, VI, VII, VIII, IX and X, each such Class to be subdivided into three (3) Categories of Shares as follows:

- Class I Shares subdivided in Category I-A Shares, Category I-B Shares and Category I-C Shares;
- Class II Shares subdivided in Category II-A Shares, Category II-B Shares and Category II-C Shares;
- Class III Shares subdivided in Category III-A Shares, Category III-B Shares and Category III-C Shares;
- Class IV Shares subdivided in Category IV-A Shares, Category IV-B Shares and Category IV-C Shares;
- Class V Shares subdivided in Category V-A Shares, Category V-B Shares and Category V-C Shares;
- Class VI Shares subdivided in Category VI-A Shares, Category VI-B Shares and Category VI-C Shares;
- Class VII Shares subdivided in Category VII-A Shares, Category VII-B Shares and Category VII-C Shares;
- Class VIII Shares subdivided in Category VIII-A Shares, Category VIII-B Shares and Category VIII-C Shares;
- Class IX Shares subdivided in Category IX-A Shares, Category IX-B Shares and Category IX-C Shares; and

- Class X Shares subdivided in Category X-A Shares, Category X-B Shares and Category X-C Shares.

The meeting resolved to determine the terms, rights and obligations of the Ordinary Shares of the different Classes and Categories as set forth in the amended and restated articles of the Company below.

*Second resolution*

The meeting resolved to reclassify the existing three hundred fifty two million five hundred ninety-eight thousand six hundred forty-six (352,598,646) shares as set out in the agenda.

*Third resolution*

The meeting resolved to increase the issued share capital by an amount of seven hundred twenty four thousand thirteen United States Dollar and fifty-four United States Dollar Cent (USD 724,013.54) to an amount of four million two hundred fifty thousand United States Dollar (USD 4,250,000) by the issue of a total of seventy two million four hundred and one thousand three hundred fifty-four (72,401,354) shares in such classes as set forth below each with a nominal value of one United States Dollar Cent (USD 0.01) and a total subscription price of three millions two hundred thirty-four United States Dollar (USD 3,000,234)

The Subscriber thereupon subscribed to the new shares so issued and paid the subscription price by way of a contribution in kind consisting in seven hundred nine million sixty seven thousand six hundred forty one (709,067,641) shares of Pronet Güvenlik Hizmetleri Anonim irketi, a joint stock company duly organized and validly existing under the laws of the Republic of Turkey, with headquarters located at Otaçlılar Cad., Flatofis No:78, Kat:2 B-2A Eyüp stanbul, Turkey and registered with Istanbul Trade Registry under trade registry number of 327331 (the "Contribution in Kind").

The meeting acknowledged the valuation report on the Contribution in Kind prepared by the board of managers of the Company which conclusion reads as follows:

"In view of the above, the board of managers believes that the value of the Contribution in Kind amounts to USD 3,000,234 being equal to the subscription price of USD 3,000,234 for the 72,401,354 new shares (of different Classes) to be issued by the Company."

The meeting resolved to approve the valuation of the Contribution in Kind at three millions two hundred thirty-four United States Dollar (USD 3,000,234)

A proof of the transfer of the Contribution in Kind to the Company has been shown to the undersigned notary.

The meeting resolved to allocate from the subscription price an amount equal to the nominal value of the new shares so issued to the share capital and an amount of two million two hundred seventy six thousand two hundred twenty United States Dollar and forty six United States Dollar Cent (2,276,220.46) to the freely distributable share premium.

*Fourth resolution*

The meeting then resolved to amend and restate the articles of incorporation of the Company in their entirety while taking into account inter alia the above resolutions and such other changes as set forth in the amended and restated articles set out below:

AMENDED AND RESTATED ARTICLES OF PROTEGER LUXEMBOURG S.À R.L.

**Art. 1. Form, Denomination.** There exists a limited liability company (société à responsabilité limitée) with the name "Proteger Luxembourg S.à r.l." (the "Company") between the Shareholders and all persons who will become Shareholders thereafter. The Company will be governed by these Articles of Incorporation and the relevant legislation.

**Art. 2. Object.**

2.1 The object of the Company is the holding of participations, in any form whatsoever, in Luxembourg and foreign companies, or other business entities, the acquisition by purchase, subscription, or in any other manner as well as the transfer by sale, exchange or otherwise of stock, bonds, debentures, notes and other securities of any kind, and the ownership, administration, development and management of its portfolio. The Company may also hold interests in partnerships.

2.2 The Company may borrow in any form and proceed by private placement to the issue of bonds and debentures.

2.3 In a general fashion it may grant assistance (by way of loans, advances, guarantees or securities or otherwise) to companies or other enterprises in which the Company has an interest or which forms part of the group of companies to which the Company belongs (including up stream or cross stream), take any controlling and supervisory measures and carry out any operation which it may deem useful in the accomplishment and development of its purposes.

2.4 Finally, the Company can perform all commercial, technical and financial or other operations, connected directly or indirectly in all areas in order to facilitate the accomplishment of its purpose.

**Art. 3. Duration.** The Company is established for an undetermined period. The Company may be dissolved at any time by a resolution of the General Meeting adopted in the manner required for amendment of the Articles.

#### **Art. 4. Registered Office.**

4.1 The Company has its registered office in the City of Luxembourg, Grand Duchy of Luxembourg. It may be transferred to any other place in the Grand Duchy of Luxembourg by means of a resolution of an extraordinary general meeting of its shareholders deliberating in the manner provided for amendments to the articles of association.

4.2 The address of the registered office may be transferred within the municipality by decision of the Board of Managers. The Company may have offices and branches, both in Luxembourg and abroad.

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

#### **Art. 5. Share capital.**

5.1 The issued share capital of the Company is set at four million two hundred fifty thousand United States Dollar (USD 4,250,000) represented by four hundred twenty five million (425,000,000) Shares of Class I, II, III, IV, V, VI, VII, VIII, IX and X (each Class of Shares sub-divided into one Category A, one Category B and one Category C as set forth below) of a nominal value of one US Dollar cent (USD0.01) each and with such rights and obligations as set out in the present Articles of Incorporation, as follows:

- 42,499,991 Class I Shares divided into 34,491,706 Category I-A Shares, 7,240,139 Category I-B Shares and 768,146 Category I-C Shares;

- 42,500,001 Class II Shares divided into 34,491,711 Category II-A Shares, 7,240,135 Category II-B Shares and 768,155 Category II-C Shares;

- 42,500,001 Class III Shares divided into 34,491,711 Category III-A Shares, 7,240,135 Category III-B Shares and 768,155 Category III-C Shares;

- 42,500,001 Class IV Shares divided into 34,491,711 Category IV-A Shares, 7,240,135 Category IV-B Shares and 768,155 Category IV-C Shares;

- 42,500,001 Class V Shares divided into 34,491,711 Category V-A Shares, 7,240,135 Category V-B Shares and 768,155 Category V-C Shares;

- 42,500,001 Class VI Shares divided into 34,491,711 Category VI-A Shares, 7,240,135 Category VI-B Shares and 768,155 Category VI-C Shares;

- 42,500,001 Class VII Shares divided into 34,491,711 Category VII-A Shares, 7,240,135 Category VII-B Shares and 768,155 Category VII-C Shares;

- 42,500,001 Class VIII Shares divided into 34,491,711 Category VIII-A Shares, 7,240,135 Category VIII-B Shares and 768,155 Category VIII-C Shares;

- 42,500,001 Class IX Shares divided into 34,491,711 Category IX-A Shares, 7,240,135 Category IX-B Shares and 768,155 Category IX-C Shares; and

- 42,500,001 Class X Shares divided into 34,491,711 Category X-A Shares, 7,240,135 Category X-B Shares and 768,155 Category X-C Shares;

each Share with a nominal value of one US Dollar cent (USD0.01) and with such rights and obligations as set out in the present Articles of Incorporation.

5.2 The capital of the Company may be increased or reduced by a resolution of the Shareholders adopted in the manner required for amendment of these Articles of Incorporation.

5.3 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 the case of repurchases and cancellations of Classes of Shares such cancellations and repurchases of Shares shall be made in the reverse numerical order (starting with Class X).

5.3.1 In the event of a reduction of share capital through the repurchase and the cancellation of a Class of Shares (in the order provided for in article 5.3), such Class of Shares gives right to holders thereof to the Total Cancellation Amount in accordance with the economic rights of the Category of Shares they hold as follows:

5.3.1.1 the holders of the Category A of Shares of that Class are entitled pro rata to their holding in Category A to the Total Category A Cancellation Amount and shall receive from the Company for each of their Category A Share so repurchased and cancelled an amount equal to the Category A Cancellation Value per Share;

5.3.1.2 the holders of the Category B of Shares of that Class are entitled pro rata to their holding in Category B to the Total Category B Cancellation Amount and shall receive from the Company for each of their Category B Share so repurchased and cancelled an amount equal to the Category B Cancellation Value per Share; and



5.3.1.3 the holders of the Category C of Shares of that Class are entitled pro rata to their holding in Category C to the Total Category C Cancellation Amount and shall receive from the Company for each of their Category C Share so repurchased and cancelled an amount equal to the Category C Cancellation Value per Share;

5.3.2 The holders of Category B of Shares of the Class repurchased and cancelled shall in addition be entitled to the Net B S/P Reserve. On a repurchase and cancellation of a Class of Shares, the Minority Shareholder may, by eight (8) Business Days prior written notice (the "B Notice") to the Company, request that an amount equal to all or part of the Net B S/P Reserve shall be allocated and paid to the holders of the Category B Shares of the Class repurchased and cancelled within such repurchase and cancellation. The B Notice by the Minority Shareholder, or as the case may be absence thereof, shall be binding on all holders of B Shares.

5.3.3 The "Total Cancellation Amount" shall be an amount determined by the Board of Managers on the basis of the relevant Interim Accounts taking into account available funds and assets, and approved by the General Meeting. The Total Cancellation Amount of the Class(es) of Shares shall be the Available Amount less the Net B S/P Reserve at the time of the cancellation of the relevant Class(es) unless otherwise proposed by the Board of Managers taking into account available funds and assets and resolved by the General Meeting of Shareholders in the manner provided for an amendment of the Articles provided however that the sum of the Total Cancellation Amount and the Net B S/P Reserve shall never be higher than such Available Amount.

5.4 The Share capital of the Company may also be reduced through the cancellation of Shares of one or more Categories through the repurchase and cancellation of all or part the Shares in issue in such Categories.

5.5 Any available share premium or other capital reserves (other than the B Share Reserve or B Premium Reserve) shall be freely distributable.

## **Art. 6. Issues of Shares.**

### **6.1 Pre-emption rights**

6.1.1 Subject to article 6.1.11 and article 6.2 and other than as provided for in these Articles (including in particular in case of a Rescue Capital Raising) or the relevant Arrangement (if any), the value of all further Shares which the Company proposes to issue wholly for cash (a "Non-Rescue Capital Raising") shall first be offered for subscription to the Shareholders in the proportion that the number of Deemed Shares held by each such person prior to any such allotment bears to the total number of Deemed Shares then in issue.

6.1.2 Throughout this Article 6, in the event of a determination of a number of Shares that is not a whole number, the Shareholders shall be issued such number of Shares as is rounded down to the nearest whole number and the amount of the contribution required for those Shares from a Shareholder shall be reduced accordingly.

6.1.3 In the event that the Board proposes that a Non-Rescue Capital Raising and any issue of new Shares in connection with such capital raising be resolved on by the Shareholders in a General Meeting (the "GM Non-Rescue Capital Resolution"), the Company shall give notice in writing to each Shareholder (a "Non-Rescue Capital Raising Notice") specifying:

6.1.3.1 the total amount of funding required from that Shareholder (being the "Shareholder's Capital Contribution" and the aggregate amount required from all Shareholders being the "Total Capital Contribution"); and

6.1.3.2 the date, such date being the day which is twenty one (21) days following receipt of the Non-Rescue Capital Raising Notice (the "Final Non-Rescue Acceptance Date") by which that Shareholder shall give notice to the Company in writing to confirm whether it will provide cash funding to the Company to the full extent of its Shareholder's Capital Contribution and, if not to the full extent, then to what proportion (a "Shareholder Funding Commitment") and by which that Shareholder shall also confirm whether or not it wishes to provide funding to the Company in excess of its Shareholder's Capital Contribution, together with the maximum amount of such excess funding.

If a Shareholder fails to give notice to the Company by the Final Non-Rescue Acceptance Date, that Shareholder shall be deemed to have confirmed that it will not provide any Shareholder Funding Commitment (or excess funding commitment) to the Company.

6.1.4 For the purposes of this article 6.1, each Shareholder's Capital Contribution will be a proportion of the total amount of funding required by the Company, such proportion being equal to the proportion of Deemed Shares held by such Shareholder, as against all of the Deemed Shares, in each case as at the close of business on the date prior to such Non-Rescue Capital Raising Notice. The Majority Shareholder may subscribe for the Shareholder's Capital Contribution of the other Category A Shareholders.

6.1.5 If, on or prior to the Final Non-Rescue Acceptance Date, all Shareholders have confirmed in writing that they will provide all of their Shareholder's Capital Contribution, the Board shall:

6.1.5.1 determine the issue prices of the new Shares to be issued whereby the issue price of one (1) B Share shall be twice the issue price of one (1) A Share and one (1) A Share shall have the same issue price as one (1) C Share;

6.1.5.2 determine the number of Shares to be subscribed and paid for by each Shareholder by dividing the Shareholder Funding Commitment of each Shareholder by the issue price per Share of the relevant Category of Share held by such Shareholder; and

6.1.5.3 give notice of a General Meeting to all Shareholders at least eight (8) days before the date of the General Meeting to resolve on the GM Non-Rescue Capital Resolution.

6.1.6 If article 6.1.5 applies, at least two (2) Business Days prior to the General Meeting, the Shareholders shall:

6.1.6.1 pay their respective Shareholder Funding Commitments as directed by the Company; and

6.1.6.2 execute and provide to the Company the relevant subscription and/or proxy forms for the purposes of the General Meeting and the passing of the GM Non-Rescue Resolution as requested by the Company.

At the General Meeting, each Shareholder shall, provided it has fulfilled its obligations under this sub-article, be issued the number of Shares determined by the Board pursuant to article 6.1.5.

6.1.7 In the event that:

6.1.7.1 one or more of the Shareholders declines, or is deemed pursuant to article

6.1.3 to decline, to make all or part of such Shareholder's Capital Contribution, (the date on which the Shareholder declines or is deemed to decline whichever is the earlier being the "Non-Participation Date") and if one or more of the other Shareholders has given notice to the Company on or prior to the Final Non-Rescue Acceptance Date that it will provide funding to the Company all or part of its Capital Contribution, specifying the amount of its Shareholder Capital Contribution that it is willing to provide; or

6.1.7.2 by the Final FYM Acceptance Date, the Minority Shareholder and/or the Category C Shareholder give notice to the Company in writing that it shall not, or it fails to give notice that it shall, provide funding to the Company equal to the Follow Your Money Right Contribution (the "Non-Funding Notice").

then within two Business Days of the Non-Participation Date or the date of the Non-Funding Notice, as applicable, the Company shall give notice to the Shareholders that it shall, as soon as practicable, instruct the Istanbul office of the share valuation department of Deloitte & Touche, Ernst & Young, PWC or KPMG as nominated by the Board (the "Expert") to carry out an independent valuation of the fair market value of all the existing issued Shares (the "Fair Market Valuation") and to instruct the Expert to prepare and deliver the Fair Market Valuation to the Company no later than four (4) weeks from the Non-Participation Date or from the date of the Non-Funding Notice, as applicable. If the Board cannot agree on the Expert, the Board will make a random draw to choose one of the three share valuation departments named in this sub-article, excluding the one providing audit services to Pronet. As soon as practicable upon receipt of the Fair Market Valuation, and in any event no later than two (2) Business Days following receipt of the Fair Market Valuation, the Company shall notify the Shareholders in writing of the Fair Market Valuation.

6.1.8 The Company will provide the Expert with all of the information it requires in order to carry out the Fair Market Valuation. The Fair Market Valuation will, save in the case of manifest error or fraud, be final and binding upon the Company. The costs and expenses of the Expert for such valuations shall be borne by the Company.

6.1.9 If the Minority Shareholder has declined, or is deemed to decline, by the Final Non-Rescue Acceptance Date to participate in the Non-Rescue Capital Raising, the Minority Shareholder shall have the further right to elect to provide all or part of its Shareholder's Capital Contribution at the Fair Market Valuation per B Share prior to any allocation of Excess Funding Commitments to Shareholders provided that it gives notice in writing to the Company within twenty one (21) days of receipt by the Minority Shareholder of the Fair Market Valuation confirming whether it will provide funding to the full extent of its Shareholder's Capital Contribution and, if not to the full extent, then to what proportion and by which the Minority Shareholder shall also confirm whether or not it wishes to provide funding to the Company in excess of its Shareholder's Capital Contribution, together with the maximum amount of such excess funding.

6.1.10 If one or more of the Shareholders has declined, or is deemed pursuant to article 6.1.3 and article 6.1.9 to decline, to make a full Shareholder's Capital Contribution, then, subject to article 6.1.9:

6.1.10.1 if one or more of the other Shareholders has given notice to the Company on or prior to the Final Non-Rescue Acceptance Date that it will provide funding to the Company in excess of its specific Shareholder's Capital Contribution and specifying the amount of the Total Capital Contribution in excess of its Shareholder's Capital Contribution (the "Excess Funding Commitment") that it is willing to provide, then the Company shall increase the Shareholder Funding Commitment of such a Shareholder by the amount of its Excess Funding Commitment, provided that the total amount of Excess Funding Commitments and Shareholder Funding Commitments (prior to any increase under this sub-article

6.1.10 for all Shareholders exceeds the Total Capital Contribution, the Company shall reduce each Shareholder's Excess Funding Commitment pro rata according to the number of Deemed Shares held by each Shareholder participating in the excess as against the total number of Deemed Shares of all Shareholders participating in the excess, so that the aggregate of the funding commitments are equal to the Total Capital Contribution and the Company shall notify each relevant Shareholder of any such reduction of its Excess Funding Commitment accordingly; and

6.1.10.2 the issue price of a Share of a given Category shall be the fair market value per Share of that Category determined pursuant to the Fair Market Valuation (and taking into account that the issue price of one B Share shall be twice the issue price of one A Share and one A Share shall have the same issue price as one C Share);

6.1.10.3 the Board shall:

(a) determine the number of Shares to be subscribed and paid for by each Shareholder by dividing the Shareholder Funding Commitment (as increased by the Company, if applicable, pursuant to this sub-article 6.1.10) of each Shareholder by the issue price per Share of the relevant Category of such Shareholder determined pursuant to this sub-article; and

(b) give notice of a General Meeting to all Shareholders at least eight (8) days before the date of the General Meeting to resolve on the GM Non-Rescue Capital Resolution; and

6.1.10.4 at least two (2) Business Days prior to the General Meeting:

(a) the participating Shareholders shall: (a) pay their respective Shareholder Funding Commitments (as increased by the Company, if applicable, pursuant to this sub-article 6.1.10) as directed by the Company; and (b) execute and provide to the Company the relevant subscription and/or proxy forms for the purposes of the General Meeting and the passing of the GM Non-Rescue Resolution as requested by the Company; and

(b) all Shareholders shall provide the relevant proxy forms for the purposes of the General Meeting and the passing of the GM Non-Rescue Resolution as requested by the Company.

At the General Meeting, each participating Shareholder shall, provided it has fulfilled its obligations under this sub-article, be issued the number of Shares determined by the Board pursuant to this article 6.1.10.

6.1.11 The provisions of article 6.1 shall not apply to any issue of Category C Shares by the Company to any proposed or existing employee of the Group (whether directly or indirectly) (including for warehousing purposes) provided that such issue does not result in the issue of more than 7,681,541 Category C Shares in aggregate.

## 6.2 Non pre-emptive rights

6.2.1 The provisions of article 6.1 shall not apply to: any issue of Shares in connection with any restructuring or refinancing of the Group or any of its debt financing arrangements (a "Rescue Capital Raising") in circumstances where the restructuring or refinancing is reasonably necessary to prevent or cure an actual or imminent potential breach of the debt financing arrangements or the actual or imminent potential insolvency of one or more Group Companies. The provisions of article 6.2 shall apply in respect of such an issue of Shares.

6.2.2 In the event that the Board proposes that a General Meeting be convened to approve a Rescue Capital Raising and any issue of new Shares pursuant to such capital raising (together, the "GM Rescue Capital Resolution"), the Company shall give notice in writing to each Shareholder (a "Rescue Capital Raising Notice") specifying:

6.2.2.1 the total amount of funding required from that Shareholder pursuant to the Rescue Capital Raising (being the "Shareholder's Rescue Capital Contribution" and the aggregate amount required from all Shareholders being the "Total Rescue Capital Contribution");

6.2.2.2 the issue prices of the new Shares, as determined in good faith by the Board, to be issued under the Rescue Capital Raising whereby the issue price of one (1) B Share shall be twice the issue price of one (1) A Share and one (1) A Share shall have the same issue price as one (1) C Share;

6.2.2.3 the number of Shares to be subscribed and paid for by that Shareholder which shall be equal to the Shareholder's Rescue Capital Contribution of that Shareholder divided by the issue price per Share (as set out in the Rescue Capital Raising Notice) of the relevant Category of Share held by that Shareholder (rounded down so that the resulting number is divisible by the number of Classes of Shares in existence in the Company at that time); and

6.2.2.4 the date, such date being twenty four (24) hours after receipt of the Rescue Capital Raising Notice (the "Final Rescue Acceptance Date") by which that Shareholder shall give notice to the Company in writing to confirm whether it will provide funding to the Company to the full extent of its Shareholder's Rescue Capital Contribution and, if not to the full extent, then to what proportion (a "Shareholder Rescue Funding Commitment") and by which that Shareholder shall also confirm whether or not it wishes to provide funding to the Company in excess of its Shareholder's Rescue Capital Contribution together with the maximum amount of such excess funding.

If a Shareholder fails to give notice to the Company by the Final Rescue Acceptance Date, the Shareholder shall be deemed to have confirmed that it will not provide any Shareholder Rescue Funding Commitment (or excess funding commitment to the Company).

6.2.3 If, on or prior to the Final Rescue Acceptance Date, all Shareholders have confirmed in writing that they will provide all of their Shareholder's Rescue Capital Contribution, the Board shall give notice of a General Meeting to all Shareholders at least three (3) days before the date of the General Meeting to resolve on the GM Rescue Capital Resolution.

6.2.4 At least two (2) Business Days prior to the General Meeting, the Shareholders shall:

6.2.4.1 pay their respective Shareholder Rescue Funding Commitments as directed by the Company; and 6.2.4.2 execute and provide to the Company the relevant subscription and/or proxy forms for the purposes of the General Meeting and the passing of the GM Rescue Resolution as requested by the Company.

At the General Meeting, each Shareholder shall, provided it has fulfilled its obligations under this sub-article, be issued the number of Shares determined by the Board pursuant to article 6.2.2.

6.2.5 For the purposes of this article 6.2, each Shareholder's Rescue Capital Contribution will be a proportion of the total amount of funding required by the Company, such proportion being equal to the proportion of Deemed Shares held by such Shareholder, as against all of the Deemed Shares, in each case as at the close of business on the date prior to such Rescue Capital Raising Notice. The Majority Shareholder may subscribe for the Shareholder's Rescue Capital Contribution of the other Category A Shareholders.

6.2.6 If one or more of the Shareholders has declined, or is deemed to decline pursuant to article 6.2.2, to make a full Shareholder's Rescue Capital Contribution, then:

6.2.6.1 within two Business Days of the Final Rescue Acceptance Date, the Company shall give notice to the Shareholders that it shall, as soon as practicable, instruct the Expert to carry out the Fair Market Valuation and instruct the Expert to prepare and deliver the Fair Market Valuation to the Company no later than four weeks from the Final Rescue Acceptance Date;

6.2.6.2 if one or more of the other Shareholders has given notice to the Company on or prior to the Final Rescue Acceptance Date that it will provide funding to the Company in excess of its specific Shareholder's Rescue Capital Contribution, specifying the amount of the Total Rescue Capital Contribution in excess of its Shareholder's Rescue Capital Contribution (the "Excess Rescue Funding Commitment") that it is willing to provide, the Company shall increase the Shareholder Rescue Funding Commitment of such a Shareholder by the amount of its Excess Rescue Funding Commitment, provided that if the total amount of Excess Rescue Funding Commitments and Shareholder Funding Commitments (prior to any increase under this sub-article) for all Shareholders exceeds the Total Rescue Capital Contribution, the Company shall pro rata reduce each Shareholder's Excess Rescue Funding Commitment pro rata according to the number of Deemed Shares held by each Shareholder participating in the excess as against the total number of Deemed Shares of all Shareholders participating in the excess, so that the aggregate of the funding commitments are equal to the Total Rescue Capital Contribution and the Company shall notify each relevant Shareholder of any such reduction of its Excess Rescue Funding Commitment accordingly;

6.2.6.3 the issue price of a Share of a given Category shall be as set out in the Rescue Capital Raising Notice;

6.2.6.4 the Board shall:

(i) determine the number of Shares to be subscribed and paid for by each Shareholder by dividing the Shareholder Funding Commitment (as increased by the Company, if applicable, pursuant to this sub-article of each Shareholder by the issue price per Share of the relevant Category of such Shareholder set out in the Rescue Capital Raising Notice (rounded down so that the resulting number is divisible by the number of Classes of Shares in existence in the Company at that time); and

(ii) give notice of a General Meeting to all Shareholders at least three (3) days before the date of the General Meeting to resolve on the GM Rescue Capital Resolution.

6.2.6.5 at least two (2) Business Days prior to the General Meeting:

(i) the participating Shareholders shall: (a) pay their respective Shareholder Rescue Funding Commitments (as increased by the Company, if applicable, pursuant to this sub-article 6.2.6 as directed by the Company; (b) execute and provide to the Company the relevant subscription and/or proxy forms for the purposes of the General Meeting and the passing of the GM Rescue Resolution as requested by the Company; and

(ii) all Shareholders shall provide the relevant proxy forms for the purposes of the General Meeting and the passing of the GM Rescue Resolution as requested by the Company.

At the General Meeting, each participating Shareholder shall, provided it has fulfilled its obligations under this sub-article, be issued the number of Shares determined by the Board pursuant to this article 6.2.6.

6.2.7 If the Minority Shareholder or the Category C Shareholder(s) have declined, or is deemed to decline pursuant to article 6.2.2, to make all or part of its Shareholder's Rescue Capital Contribution, the Company shall as soon as practicable after receipt of the Fair Market Valuation offer in writing to the Minority Shareholder (if the Minority Shareholder has so declined) and the Category C Shareholder(s) (if the Category C Shareholder(s) have so declined), the opportunity to participate in the Shareholder's Rescue Capital Contribution (the "Follow Your Money Right Offer") in an amount (the "Follow Your Money Right Contribution") (taken together with any amount contributed in Shareholder's Rescue Capital Contribution pursuant to article 6.2.6.5, if any) which, if taken as a proportion of the Total Rescue Capital Contribution, is equal: (i) in the case of an offer to the Minority Shareholder, where the Minority Shareholder has so declined, to the proportion of the total issued Deemed Shares held by the Minority Shareholder, and (ii) in the case of an offer to the Category C Shareholder(s), where the Category C Shareholder(s) has so declined, to the proportion of the total issued Deemed Shares held by the Category C Shareholder(s), in each case, as against all of the Deemed Shares, in each case as at close of business on the day prior to the issue of Shares to the Shareholders pursuant to the GM Rescue Capital Resolution through the acquisition from Class A Shareholders of the Excess A Shares.

6.2.8 In the event that before the end of twenty one (21) days after the receipt of the Follow Your Money Right Offer (the "Final FYM Acceptance Date"), the Minority Shareholder and/or the Category C Shareholder(s) gives notice to the Company in writing that it shall participate in an amount equal to or less than the amount of the Follow Your Money Right Contribution (the "FYM Acceptance Notice"), then:

6.2.8.1 the Board shall in line with the response received shall:

(a) determine the number of B Shares that would have been subscribed and paid for by the Minority Shareholder if it had confirmed its Shareholder Funding Commitment in the same amount as set out in the FYM Acceptance Notice (the "Deemed Subscribed B Shares") by dividing the Follow Your Money Right Contribution by the issue price per B Share set out in the Rescue Capital Raising Notice; and

(b) determine the number of A Shares (if any) that were issued in excess had the Deemed Subscribed B Shares been issued (the "B Excess A Shares"). The number of B Excess A Shares shall be rounded down to the nearest number which is divisible (without fractions) by twice the number of Classes in existence in the Company at that time;

(c) determine the number of C Shares that would have been subscribed and paid for by the Category C Shareholder (s) if it had confirmed its Shareholder Funding Commitment in the same amount as set out in the FYM Acceptance Notice (the “Deemed Subscribed C Shares”) by dividing the Follow Your Money Right Contribution by the issue price per C Share set out in the Rescue Capital Raising Notice; and

(d) determine the number of A Shares that were issued in excess had the Deemed Subscribed C Shares been issued (the “C Excess A Shares”);

(e) give notice of a General Meeting to all Shareholders at least eight (8) days before the date of the General Meeting to resolve on the relevant shareholders’ resolutions in connection with the B Transfer and the Conversion (both as defined hereafter); and

6.2.8.2 At least two (2) Business Days prior to the General Meeting:

(a) the relevant Class A Shareholders and the Minority Shareholder shall, in the presence of the Company, enter into a share transfer agreement whereby the relevant Category A Shareholders shall sell and transfer the B Excess A Shares (if any) (subject to their conversion into B Shares) free of any Encumbrance to the Minority Shareholder for a consideration equal to the issue price of such B Excess A Shares. The sale and transfer (the “B Excess A Share Transfer”) shall be conditional on, and take effect at, the B Excess Share A Conversion.

(b) the Minority Shareholder shall:

(i) pay the Consideration in cash to the selling Category A Shareholders;

(ii) execute and provide to the Company the relevant proxy forms for the purposes of the General Meeting and the passing of the relevant shareholders’ resolutions in connection with the B Excess A Share Transfer and B Excess Share A Conversion as requested by the Company;

(c) all Shareholders shall provide the relevant proxy forms for the purposes of the General Meeting and the passing of the relevant shareholders’ resolutions in connection with the B Excess A Share Transfer and B Excess Share A Conversion as requested by the Company;

(d) the relevant Category A Shareholders and the Category C Shareholder(s) shall, in the presence of the Company, enter into a share transfer agreement whereby the relevant Category A Shareholders shall sell and transfer the C Excess A Shares (subject to their conversion into C Shares) free of any Encumbrance to the Category C Shareholder(s) for a consideration equal to the issue price of such C Excess A Shares. The sale and transfer (the “C Excess A Transfer”) shall be conditional on, and take effect at, the C Excess A Share Conversion.

(e) The Category C Shareholder(s) shall:

(i) pay the Consideration in cash to the selling Category A Shareholders;

(ii) execute and provide to the Company the relevant proxy forms for the purposes of the General Meeting and the passing of the relevant shareholders’ resolutions in connection with the C Excess A Share Transfer and the C Excess A Share Conversion as requested by the Company;

(f) all Shareholders shall provide the relevant proxy forms for the purposes of the General Meeting and the passing of the relevant shareholders’ resolutions in connection with the C Excess A Share Transfer and C Excess A Share Conversion as requested by the Company.

6.2.8.3 At the General Meeting, the Shareholders shall:

(a) provided the Minority Shareholders and the holder(s) of B Excess A Shares have fulfilled their obligations under sub-article 6.2.8.2 pass the necessary resolutions to (i) approve the B Excess A Share Transfer and (ii) convert the B Excess A Shares into B Shares by whereby two (2) B Excess A Shares shall convert into one (1) B Share (the “B Excess Share A Conversion”). Immediately upon the B Excess A Share Conversion being effective, the B Transfer shall take effect and the B Shares resulting from the B Excess A Share Conversion be transferred to and be inscribed in the name of the Minority Shareholder.

(b) provided the Category C Shareholder(s) and the holder(s) of C Excess A Shares have fulfilled their obligations under sub-article 6.2.8.2, pass the necessary resolutions to (i) approve the C Excess A Share Transfer and (ii) convert the C Excess A Shares into C Shares by whereby one (1) Excess A Share shall convert into one (1) C Share (the “C Excess A Share Conversion”). Immediately upon the C Excess A Share Conversion being effective, the Transfer shall take effect and the C Shares resulting from the C Excess A Share Conversion be transferred to and be inscribed in the name of the Category C Shareholder(s).

6.2.9 In the event that by the Final FYM Acceptance Date:

6.2.9.1 , the Minority Shareholder gives notice to the Company in writing that it shall not, or it fails to give notice that it shall, provide funding to the Company equal to all or part the Follow Your Money Right Contribution, then:

(a) as soon as practicable upon receipt of the Fair Market Valuation, the Board shall:

(i) determine the number of B Shares to be issued to the Minority Shareholder (the “B Share Anti-Dilution Issue”) as shall result in the Minority Shareholder holding such proportion of the total number of Shares as are in issue following the Rescue Capital Raising as the Minority Shareholder would have held had the issue price per A Share in the Rescue Capital Raising Notice been equal to the Fair Market Valuation per A Share as determined pursuant to article 6.2.6.1 (and provided that if such number is less than zero or would result in a reduction, equals zero); and

- (ii) convene a General Meeting for the issue of such new B Shares to the Minority Shareholder at par value; and
- (b) at least two (2) Business Days before the date of such General Meeting:

(i) the Minority Shareholder shall pay the par value to the Company for the B Shares to be issued to it pursuant to the B Share Anti-Dilution Issue; and

(ii) all Shareholders shall execute and provide to the Company the relevant proxy forms for the purposes of the General Meeting and the issuance of such B Shares.

At the General Meeting, the Minority Shareholder shall, provided it has fulfilled its obligations under this sub-article (b), be issued the number of Shares determined by the Board pursuant to this article 6.2.9.1.

6.2.9.2 the Category C Shareholder(s) gives notice to the Company in writing that it shall not, or it fails to give notice that it shall, provide funding to the Company equal to all or part of its Follow Your Money Right Contribution, then:

- (a) as soon as practicable upon receipt of the Fair Market Valuation, the Board shall:

(i) determine the number of C Shares to be issued to the Category C Shareholder(s) (the “C Share Anti-Dilution Issue”) as shall result in the Category C Shareholder(s) holding such proportion of the total number of Shares as are in issue following the Rescue Capital Raising as the Category C Shareholder(s) would have held had the issue price per A Share in the Rescue Capital Raising Notice been equal to the Fair Market Valuation per A Share as determined pursuant to article 6.2.6.1 (and provided that if such number is less than zero or would result in a reduction, equals zero); and

- (ii) convene a General Meeting for the issue of such new C Shares to the Category C Shareholder(s) at par value; and

- (b) at least two (2) Business Days before the date of such General Meeting:

(i) the Category C Shareholder(s) shall pay the par value to the Company for the C Shares to be issued to it pursuant to the C Share Anti-Dilution Issue; and

(ii) all Shareholders shall execute and provide to the Company the relevant proxy forms for the purposes of the General Meeting and the issuance of such C Shares.

At the General Meeting, the Category C Shareholder(s) shall, provided it has fulfilled its obligations under this sub-article (b), be issued the number of Shares determined by the Board pursuant to sub-article 6.2.9.2.

6.2.10 For the purposes of this Article 6, in arriving at the Fair Market Valuation, the Expert shall be instructed to determine such values as may be provided for in the relevant applicable Arrangement (if any).

6.3 If Shares are issued to a Shareholder, such Shares shall be issued to such Shareholder in the same Classes and Categories as those Shares held by the relevant Shareholder. This provision shall not apply to any issue of Category C Shares to the Majority Shareholder or any of its Affiliates for warehousing purposes.

6.4 The pre-emption provisions set forth in article 6.1 are subject to article 6.1.11 and article

**Art. 7. Economic Rights of Shares.** Any amount distributed, whether as Distributed Amount, Surplus, or Total Cancellation Amount with respect to Shares (but excluding for the avoidance of doubt, any Net B S/P Reserve), shall be allocated between the Category A Shares, the Category B Shares and the Category C Shares so that the amount allocated (i) to each Category B Share of a Class exceeds the amount allocated to a Category A Share of the same Class by one hundred percent (100%), and (ii) to each Category C Share of a Class equals the amount allocated to a Category A Share of the same Class, it being understood that no ranking shall apply to the allocations.

#### **Art. 8. Transfer of Shares – General.**

8.1 Any Transfer of Shares shall always be subject to, and will be effective and recognised by the Company, and any inscription of a Transfer of Shares will only be effected, only if realised in compliance with the provisions set out in these Articles. Any Transfer of Shares shall in addition as otherwise set out in the Articles be subject to the provisions of any applicable Arrangement (if any) and to the Transferee in each case, in the event an applicable Arrangement (if any) exists at that time, becoming a party to such Arrangement unless otherwise provided therein.

8.2 Any Transfer of Shares of a Class may only be made if simultaneously therewith a pro rata number of Shares in each other Class of Shares held by the relevant Transferor is transferred by such Shareholder to the same transferee. As the case may be, Shares of a certain Category transferred may have to be converted into another Category.

8.3 Transfer of Shares inter vivos to non-Shareholders shall be subject to the approval of Shareholders representing at least 75 % (three-quarters) of the Share capital of the Company and the provisions of the Articles.

8.4 Except as expressly required, permitted, provided for or contemplated by these Articles or an applicable Arrangement (if any), no Shareholder shall, directly or indirectly, without the prior written consent of the Majority Shareholder and the Minority Shareholder:

8.4.1 Transfer or otherwise dispose of any of its Shares or any interest in any of its Shares or any rights (whether legal or beneficial) attaching to such Shares;

8.4.2 grant any option over any Share or any interest in a Share;

8.4.3 create, grant, extend or permit to subsist any Encumbrance over all or any portion of its Shares; or

8.4.4 enter into any agreement in respect of the votes attached to any Share (except pursuant to any syndication effected by the Majority Shareholder on a silent syndication basis pursuant to Article 11).

### **Art. 9. Transfer of Shares – Lock Up and Transfers during ROFO Period.**

9.1 No Shareholder shall dispose of any or all of its Shares directly or indirectly during the Lock Up Period other than pursuant to a Permitted Transfer or a transfer pursuant to Article 11.

9.2 In the event of a SUP-Event which is continuing, the Lock Up Period shall not apply.

9.3 After the Lock Up Period End Date, and provided the Lock Up Period has not ceased to apply before the Lock Up Period End Date, the Majority Shareholder will notify the ROFO Minority Shareholder in writing if it intends to transfer all of its Shares to a third party and the date of such notice shall commence a period during which the right of first offer of the ROFO Minority Shareholder shall apply subject to the terms of Article 9 and Article 10 (the "ROFO Period"). The ROFO Period shall in no circumstances apply following the expiry of the second anniversary of the Lock Up Period End Date.

9.4 During the ROFO Period, the Category A Shareholders may, at any time, transfer all or some of their Shares to a third party transferee without the consent of the other Shareholders provided that:

9.4.1 the transfer is made pursuant to an unsolicited offer made by the potential transferee to one or more of the Category A Shareholders (an "Unsolicited Third Party Offer"); and

9.4.2 as soon as practicable upon receiving in writing the Unsolicited Third Party Offer, the relevant Category A Shareholder serves a written notice on the ROFO Minority Shareholder stating only that it has received an unsolicited offer from a third party in respect of all or some of its Shares and representing and warranting to the ROFO Minority Shareholder that it has not solicited such offer from such third party (an "Unsolicited Third Party Transfer Notice").

9.5 In the event that a Category A Shareholder transfers all or some of its Shares pursuant to an Unsolicited Third Party Offer (an "Unsolicited Third Party Transfer"), the Category A Shareholder will be entitled to exercise its Drag Along Right in accordance with Article 13 (if applicable). For the avoidance of doubt, the rights of the Category A Shareholders to transfer their shares pursuant to an Unsolicited Third Party Offer in accordance with article 9.4 above shall not be restricted by the rights of the ROFO Minority Shareholder set out in articles 9.6 to 9.8 (inclusive). For the avoidance of doubt, Article 14 shall apply in case of an Unsolicited Third Party Transfer.

9.6 If, at any time during the ROFO Period, one or more of the Category A Shareholders ("Offeror") wishes to dispose of all or some of its Shares, other than in accordance with article 9.4 and article 9.5 or pursuant to a Permitted Transfer, the Category A Shareholder may only do so if it first serves a written notice ("ROFO Transfer Notice") on the ROFO Minority Shareholder offering to sell the Shares to which its ROFO Transfer Notice relates (which, for the avoidance of doubt, may be some or all of the Offeror's Shares) ("Offered Shares"), to the ROFO Minority Shareholder. A ROFO Transfer Notice shall specify the number of Offered Shares which the Offeror is proposing to sell.

9.7 For a period of twenty one (21) days following service of the ROFO Transfer Notice the ("ROFO Negotiation Period"), the relevant Category A Shareholder and the ROFO Minority Shareholder shall negotiate in good faith to reach an agreement in respect of the amount of consideration for which the Offeror is prepared to sell the Offered Shares to the ROFO Minority Shareholder (the agreed consideration being the "Sale Consideration"). The highest bona fide price offered by the ROFO Minority Shareholder acting in good faith during the ROFO Negotiation Period is the "Highest Offered Price".

9.8 If at any time before the expiry of the ROFO Negotiation Period the relevant Category A Shareholder and the ROFO Minority Shareholder reach an agreement in writing in respect of the Sale Consideration ("ROFO Agreement"), and provided that:

9.8.1 the ROFO Agreement relates to all, and not only some, of the Offered Shares; and

9.8.2 the ROFO Minority Shareholder has:

9.8.2.1 within a period of two (2) months and fifteen (15) days from the date on which the ROFO Agreement is reached (the "ROFO Agreement Date"), arranged legally binding and unconditional financing in respect of the transaction contemplated by the ROFO Agreement (the "ROFO Transaction");

9.8.2.2 delivered to the Majority Shareholder, by no later than the date which is two (2) months and fifteen (15) days following the ROFO Agreement Date (the "ROFO Transaction Period End Date") duly executed copies of all documents required to give effect to the legally binding and unconditional financing relating to the ROFO Transaction arranged by the ROFO Minority Shareholder pursuant to article 9.8.2.1 including, but not limited to, facility agreements and commitment letters duly executed by the relevant financing banks of the ROFO Minority Shareholder and the ROFO Minority Shareholder (the "ROFO Financing Documentation"); and

9.8.2.3 entered into a legally binding sale and purchase agreement with the Majority Shareholder to be negotiated in good faith relating to the Offered Shares with the Majority Shareholder (the "ROFO SPA") which shall be of a customary nature for a share transfer between shareholders and shall include representations and warranties only for authority, capacity, good title and ownership to all the Offered Shares, free of any encumbrances,

the Category A Shareholder shall be bound, subject to payment of the Sale Consideration and the satisfaction of any mandatory and suspensory regulatory conditions being made by, or on behalf of, the ROFO Minority Shareholder, in accordance with the ROFO SPA to sell and transfer the Offered Shares to the ROFO Minority Shareholder in accordance with the ROFO SPA.

9.9 If (a) no ROFO Agreement has been reached by the end of the ROFO Negotiation Period ("ROFO Negotiation Period End Date") or (b) by the ROFO Transaction Period End Date, the ROFO Minority Shareholder has not: (i) provided to the Majority Shareholder the ROFO Financing Documentation; or (ii) entered into the ROFO SPA with the Majority Shareholder, the Category A Shareholders may sell and transfer the Offered Shares to any person (including, for the avoidance of doubt, a third party) a ("Third Party Transfer"), provided that:

9.9.1 the Majority Shareholder has initiated an orderly sale process for the sale of all or some of the A Shares to a third party within three (3) months of the ROFO Transaction Period End Date or the ROFO Negotiation Period End Date as the case may be;

9.9.2 a legally binding sale and purchase agreement in respect of the Third Party Transfer is entered into between the Majority Shareholder and the transferee (the "Third Party Transfer SPA") within the six (6) month period after the ROFO Transaction Period End Date or the ROFO Negotiation Period End Date as the case may be (the "Third Party Sale Period"); and

9.9.3 the Third Party Transfer is completed in accordance with Article 15.

9.10 In the event that the Majority Shareholder makes a Third Party Transfer:

9.10.1 if the Category A Shareholder rejects the Highest Offered Price and if the price paid (or to be paid) in respect of the Offered Shares pursuant to the Third Party Transfer is less than the Highest Offered Price, the Majority Shareholder shall be required to pay as liquidated damages and not as a penalty, cash to the ROFO Minority Shareholder equal to 20% of the difference between the Highest Offered Price and the price paid (or to be paid) in respect of the Offered Shares pursuant to the Third Party Transfer; and

9.10.2 the Majority Shareholder shall be permitted to exercise its Drag Along Right in accordance with Article 13 (if applicable).

9.11 Subject to Article 14, upon entering into the Third Party Transfer SPA, the Majority Shareholder shall give written notice to the Company and the ROFO Minority Shareholder of the Third Party Transfer and the identity of the transferee (s).

9.12 In circumstances where no ROFO Agreement has been reached by the end of the ROFO Negotiation Period, if the Majority Shareholder either fails:

9.12.1 to initiate an orderly sale process for the sale of all or some of the A Shares to a third party within three months of the ROFO Transaction Period End Date or the ROFO Negotiation Period End Date, as the case may be; or

9.12.2 to enter into a Third Party Transfer SPA by the end of the expiry of the Third Party Sale Period,

9.12.3 the rights of the ROFO Minority Shareholder in this Article 9 will continue to apply (and the rights of first offer of the ROFO Minority Shareholder shall repeat) such that if one or more of the Category A Shareholders wishes to dispose of some or all of its Shares other than in accordance with articles 9.4 and 9.5, then the Category A Shareholders may only do so if the Majority Shareholder serves another written notice (the "Repeat ROFO Transfer Notice") on the ROFO Minority Shareholder offering to sell the Shares to which the Repeat ROFO Transfer Notice relates (which, for the avoidance of doubt may be some or all of the Category A Shareholder's Shares and the number of which shall be set out in the Repeat ROFO Transfer Notice) to the ROFO Minority Shareholder.

9.13 In the event that the Majority Shareholder issues a Repeat ROFO Transfer Notice, the provisions of articles 9.6 to 9.11 shall apply as though the Repeat ROFO Transfer Notice was a ROFO Transfer Notice issued in accordance with article 9.6.

#### **Art. 10. Transfer of Shares – Transfers after ROFO Period.**

10.1 Subject to this Article 10, after the end of the ROFO Period, the Category A Shareholders may transfer some or all of their Shares to any person (including, for the avoidance of doubt, a third party) provided that the transfer is completed in accordance with Article 15 (a "Post ROFO Period Transfer").

10.2 In the event that the Majority Shareholder makes a Post ROFO Period Transfer in accordance with article 10.1, the Category A Shareholder shall be permitted to exercise its Drag Along Right in accordance with Article 13 (if applicable).

**Art. 11. Syndication.** The Majority Shareholder may, at its option but without obligation to do so, upon such terms as it may determine, identify one or more syndicatees to whom it may transfer an amount of Category A Shares provided that the conditions for a syndication set forth in an applicable Arrangement are complied with.

**Art. 12. Exit co-operation.** The Shareholders and the Company shall co-operate and to give such assistance and take such actions as may be required in achieving an Exit that is otherwise permitted by any applicable Arrangement or these Articles.

#### **Art. 13. Drag-Along Rights.**

13.1 If a bona fide transfer of Shares (a "Drag Sale") is proposed to be made by the Class A Shareholders (which shall be other than by way of a Permitted Transfer) which, if completed, would result in the Class A Shareholders transferring all of the A Shares then in issue, the Class A Shareholders shall have the right to request, by written notice (the "Drag Along Notice") to the Company and all other Shareholders (the "Remaining Shareholders"), the sale of a subsidiary to a



third party buyer upon such terms as the Majority Shareholder shall in its sole discretion negotiate with such third party buyer (a “Subsidiary Sale”). If the Subsidiary Sale does not consist in the sale of the direct Subsidiary of the Company, the proceeds of the Subsidiary Sale shall be distributed immediately following the completion of the Subsidiary Sale to the Company (the “Drag Upstreaming”).

A “Subsidiary Sale” shall mean at the option of the Class A Shareholders a sale of all of the outstanding shares and other interests of Midco, Bidco or Pronet provided however that (i) if Midco owns in addition to the shares and other interests in Bidco and Pronet, any shares or other interests in another entity, the Drag Sale shall be a sale of all of the outstanding shares and other interests in Midco and (ii) if Bidco owns in addition to the shares or other interests in Pronet, any shares or other interests in another entity, the Drag Sale shall be a sale of all of the outstanding shares and other interests in Bidco, or a sale of all of the outstanding shares and other interests in Midco.

13.2 Upon a Drag Along Notice from the Class A Shareholders, all other Shareholders shall vote their Shares and generally exercise any of their rights or powers in any of the Group Companies (in their capacity as Shareholders or otherwise) so as to authorise, approve and complete the Subsidiary Sale and its implementation and, upon completion of the Subsidiary Sale, the Drag Upstreaming, and shall procure that the Subsidiary Sale, its implementation, and the Drag Upstreaming is authorised and approved by the Board and the board or other competent body of Midco, Bidco and/or Pronet, and all relevant steps and actions in relation thereto are taken; and the Company shall, and shall procure that each of Midco, Bidco, and/or Pronet, authorise and approve and generally exercise any of their rights or powers in any of the Group Companies (in their capacity as shareholders or otherwise) so as to authorise, approve and complete the Subsidiary Sale, its implementation and the Drag Upstreaming.

13.3 Upon receipt of the proceeds of the Subsidiary Sale (the “Sales Proceeds”), the Company shall distribute the Sales Proceeds (the “Drag Distribution”) as follows, in the following order.

13.3.1 The Company shall convene a General Meeting to resolve on the conversion of all the distributable reserves following the Subsidiary Sale into a minimum of share capital to be issued on a pro rata basis to all Shareholders and into share premium (the “Reserve Conversion”), it being understood that the Net B Share Reserve, if any, shall be converted into a special share premium that will be attached to the B Shares exclusively (the “B Premium Reserve”).

13.3.2 Following the General Meeting referred to in article 13.3.1 above, the Company shall repurchase the A Shares and C Shares, each for the Drag Repurchase Price per Share determined as follows:

$DPP = ( SP / NSH ) + ( CNE / NSH )$ , where

DPP is the Drag Repurchase Price per Share;

SP is the Sales Proceeds (less the Reduction Amount);

NSH is the sum of the numbers of (i) all A Shares, (ii) all C Shares, and (iii) all Deemed B Shares; and

CNE is the value of the net assets (at the time of the repurchase) of the Company excluding the Sales Proceeds and excluding the B Premium Reserve.

13.3.3 The Company shall convene a General Meeting to resolve on the repurchase of all the A Shares and all the C Shares and the payment of the Drag Purchase Price per Share for each A Share and each C Share repurchased, and shall repurchase all A Shares and all C Shares at, and shall pay to the holders of the A Shares and C Shares, the Drag Purchase Price per Share for each of their Shares so repurchased.

13.3.4 All Shareholders shall vote their Shares and generally exercise any of their rights or powers in the Company (in their capacity as Shareholders or otherwise) so as to authorise, approve and complete the Drag Distribution, and shall, without limiting the foregoing, promptly provide duly executed proxy forms (and in case of the Class B Shareholders, waivers if so requested) for the purposes of the General Meeting and the passing of the resolutions for the Drag Distribution as requested by the Company or the Class A Shareholders.

13.4 If part of the proceeds of the Subsidiary Sale are received by the Company after the repurchase of the A Shares and C Shares (and for the avoidance of doubt were not included in the Sales Proceeds) (the “Late Proceeds”), the holders of the A Shares and C Shares repurchased shall be paid, for each of their Shares repurchased, an amount equal to (i) the Late Proceeds, divided by (ii) NSH (as defined in article

13.3.2 above). Such payment shall increase and be part of the Drag Repurchase Price per Share. The Shareholders and the Company shall take all necessary steps to effect the distribution of the Late Proceeds.

13.5 If the Company would not have sufficient available reserves to proceed to the repurchase of the A Shares and the C Shares at the Drag Repurchase Price per Share (as increased, as the case may be, in respect of any Late Proceeds in accordance with article 13.4) the Shareholders undertake to take all reasonable steps necessary in order for the Company to be in a position to proceed to the Drag Distribution at the Drag Repurchase Price per Share (as increased, as the case may be, in respect of any Late Proceeds in accordance with article 13.4) provided that none of the Shareholders shall be obliged by reason of this article 13.5 to contribute further funding to the Company without its prior written approval.

13.6 None of the Remaining Shareholders shall be required to give any representations, warranties or indemnities in connection with the Subsidiary Sale.

13.7 For the avoidance of doubt, the Drag Purchase Price per Share shall be gross of any withholding taxes.

13.8 Without limiting the foregoing, following the giving of a Drag Along Notice, the Remaining Shareholders shall give such cooperation and assistance as the Class A Shareholders may reasonably request in order to consummate the Subsidiary Sale and Drag Distribution (including the proportionate distribution of Late Proceeds).

13.9 [intentionally left blank]

13.9.1 If the Remaining Shareholders do not comply for a period of 5 Business Days with any of their material obligations hereunder and in particular (but without limitation) under articles 13.1, 13.2 and 13.8 above, after having been requested to do so by the Class A Shareholders in writing, the Class A Shareholders shall have the right to require all Remaining Shareholders to transfer the legal and beneficial interest in all their Shares, free from Encumbrances, to the proposed transferee (the “Drag-Along Right”), conditional upon such transfers being completed, by giving notice to that effect to the Remaining Shareholders (the “JV Drag Along Notice”). The transfer of the Shares by the Remaining Shareholders (the “Drag Transfer”) shall occur at the same location and simultaneously with the transfer of A Shares by the Class A Shareholder and shall be at the same price per Share (whether the consideration is cash or newly issued shares in the purchaser’s share capital), save that the economic entitlements of the different Categories of Shares shall be taken into account and the price of one B Share shall be twice the price of one A Share, and one A Share shall have the same price as one C Share.

13.9.2 The JV Drag Along Notice shall be accompanied by copies of all documents required to be executed by the Remaining Shareholders (and any nominee if relevant) to give effect to the Drag Transfer, and the Drag Transfer shall be on the same terms and conditions as shall have been agreed between the Class A Shareholder and the proposed transferee. None of the Remaining Shareholders shall be required to give any representations, warranties or indemnities in connection with the Drag Transfer except for warranties as to the title to the Shares held by it and its capacity to transfer those Shares.

13.9.3 Following the giving of a JV Drag Along Notice, the Remaining Shareholders shall give such cooperation and assistance as the Class A Shareholders may reasonably request in connection with the transactions contemplated by this article 13.9.

13.9.4 If a Remaining Shareholder defaults in transferring its Shares (the Shares the subject of the default being the “Relevant Shares”) pursuant to this article 13.9, the following provisions shall apply:

13.9.4.1 the Vice Chairman from time to time of the Company (or failing him some other person duly nominated by the Company for this purpose) will automatically become the agent for the defaulting Shareholder with full power to execute, complete and deliver, in the name and on behalf of the defaulting Shareholder, all documents necessary to give effect to the transfer of the Relevant Shares to the relevant transferee;

13.9.4.2 the Company may receive and give a good discharge for the purchase money on behalf of the holder and enter the name of the transferee in its register of shareholders as the holder by transfer of the Relevant Shares; and

13.9.4.3 the Company shall forthwith pay the purchase money into a separate bank account in the name of the Company and upon receipt of satisfactory evidence from the defaulting Shareholder as to his identification, shall pay that Shareholder the purchase money, without interest (save where the provisions of any applicable Arrangement provide differently) and less any sums owed to the Company by the holder pursuant to any relevant applicable Arrangement (if any), the Articles or otherwise.

The appointment referred to in this article shall be irrevocable and is given by way of security for the performance of the obligations of the holder of the Relevant Shares under these Articles and the relevant applicable Arrangement (if any). If a Remaining Shareholder attempts to revoke the appointment made pursuant to or referred to in this article, the transfer of the Relevant Shares of such person shall be realised by and take effect through notice, by the transferring Class A Shareholder to the Company, confirming that the conditions for the transfer of the Relevant Shares under this article 13.9 have been complied with. Upon receipt of such notice by the Company, the transfer shall take effect and be realised and the Company shall transfer the Relevant Shares, make due inscription thereof in its register of shareholders and proceed to such filing and publications as provided for by applicable law in relation thereto.

#### **Art. 14. Tag Along Rights.**

14.1 If a bona fide transfer of Shares is proposed to be made by a Class A Shareholder (which shall be other than by way of Permitted Transfer or a transfer pursuant to Article 11) which would, if completed, result in the transfer of any A Shares held by the Class A Shareholder then in issue but excluding any transfer of A Shares pursuant to Article 11 or Article 16 (a “Proposed Transfer”), the Proposed Transfer shall not be made unless the proposed transferee has complied with this Article 14.

14.2 The transferring Class A Shareholder shall notify the Remaining Shareholders of any Proposed Transfer, including the terms and conditions thereof, in writing (the “Tag Along Notice”). No Tag Along Notice shall be required to be delivered if a Drag Along Notice has been served under Article 13.

14.3 If a Tag Along Notice has been served, the B Shareholders may, during the period of fifteen (15) Business Days following a Tag Along Notice, make a tag along election (an “Election”) as follows:

14.3.1 (i) the B Shareholders may elect to tag along subject to the same conditions as the Proposed Transfer, and to have purchased from them, subject to the same terms and conditions as the Proposed Transfer, the equivalent proportion of Shares held by them (the “B Tagged Shares”) at the same price per Share (except that the economic entitlements of

the different Categories shall be taken into account and the price of one B Share shall be twice the price of one A Share (whether the consideration is cash or newly issued shares in the proposed purchaser's share capital)) (a "JV Tag Election"); or

(ii) the Class B Shareholders may, instead of making a JV Tag Election, elect to participate economically in such transaction in accordance with the provisions of article 14.6 and 14.7 (an "Economic Tag Election").

14.3.2 An Election may only be made jointly by all Class B Shareholders (with respect to the B Shares).

14.3.3 If the B Shareholders have not, within the fifteen (15) Business Day period specified in article 14.3, made any Election under article 14.3.1(i) or (ii), then the B Shareholders shall, for the avoidance of doubt, have forfeited their tag along right in respect of the Proposed Transfer.

14.4 If no Election has been made by the B Shareholders or if a JV Tag Election has been made by the Class B Shareholders, then the Class C Shareholders may make an Election as follows:

14.4.1 (i) the Class A Shareholders shall give notice thereof to the Class C Shareholders (the "JV Tag Along Notice"); and

(ii) the Class C shareholders may, during a period of five (5) Business Days from the date of such JV Tag Along Notice, elect to tag along upon the same conditions to which the Proposed Transfer is subject and to have purchased from them the equivalent proportion of Shares held by them (the "C Tagged Shares") at the same price per Share (whether the consideration is cash or newly issued shares in the proposed purchaser's share capital) and on the same terms and conditions as those of the Proposed Transfer (a "JV C Tag Election").

14.4.2 An Election under article 14.4.1 may only be made jointly by all Class C Shareholders (with respect to the C Shares).

14.4.3 If the Class C Shareholders have not made any Election under article 14.4.1 within the five (5) Business Day period, the Class C Shareholders shall, for the avoidance of doubt, have forfeited their tag along right in respect of the Proposed Transfer.

14.5 JV Tag Along

14.5.1 The JV Tag Election made by the Class B Shareholders (if any) and the JV C Tag Election made by the Class C Shareholders shall be irrevocable, and the Shareholders having made such Election shall thereby have accepted an offer to purchase the relevant B Tagged Shares or C Tagged Shares (as the case may be), from the proposed transferor under the Proposed Transfer, at the same price per Share as for the Proposed Transfer (except that the economic entitlements of the different Categories shall be taken into account and the price of one B Share shall be twice the price of one A Share, and the price of one A Share shall be the same as that of one C Share (whether the consideration is cash or newly issued shares in the proposed purchaser's share capital)) and on the same terms and conditions as those of the Proposed Transfer (a "Tag Along Offer").

14.5.2 A proposed transfer in accordance with a Tag Along Offer (a "Tag Along Transfer") shall be conditional upon completion of the Proposed Transfer and shall be completed at the same time as the Proposed Transfer.

14.5.3 If a Shareholder that has accepted a Tag Along Offer defaults in transferring its Shares under the Tag Along Transfer (the Shares the subject of the default being the "Tag Relevant Shares"), then:

14.5.3.1 the Vice Chairman from time to time of the Company (or failing him some other person duly nominated by the Company for this purpose) will automatically become the agent for the defaulting Shareholder with full power to execute, complete and deliver, in the name and on behalf of that Shareholder, all documents necessary to effect the entire Tag Along Transfer;

14.5.3.2 the Company may receive and give a good discharge for the purchase money on behalf of the defaulting Shareholder, and enter the name of the transferee in its register of shareholders as the holder by transfer of the Tag Relevant Shares; and

14.5.3.3 the Company shall forthwith pay the purchase money into a separate bank account in the name of the Company and, upon receipt of satisfactory evidence from the defaulting Shareholder as to his identification, shall pay to that Shareholder the purchase money, without interest (except where the provisions of any applicable Arrangement require differently, less any sums owed to the Company by that Shareholder pursuant to this Agreement, the Articles or otherwise.

The appointment referred to in this article shall be irrevocable and is given by way of security for the performance of the obligations of the holder of the Tag Relevant Shares under this Agreement. If a Shareholder who has accepted a Tag Along Offer attempts to revoke the appointment made pursuant to or referred to in this article, the transfer of the Tag Relevant Shares of such person shall be realised by and take effect through notice, by the transferring Class A Shareholder under the Proposed Transfer, to the Company, confirming that the conditions for the transfer of the Tag Relevant Shares under this article 14.5.3 have been complied with. Upon receipt of such notice by the Company, the transfer shall take effect and be realised, and the Company shall transfer the Tag Relevant Shares, make due inscription thereof in its register of shareholders and proceed to such filing and publications as provided for by applicable law in relation thereto.

14.6 Economic Tag Along

If an Economic Tag Election has been made by the Class B Shareholders, then:

14.6.1 if the Proposed Transfer relates to all outstanding A Shares, a Subsidiary Sale (as referred to in Article 13) shall be effected and the provisions of Article 13 shall apply mutatis mutandis as if a Drag Along Notice had been served;

14.6.2 if the Proposed Transfer relates to part but not all of the outstanding A Shares, the following paragraphs 14.6.2.1 to 14.6.2.5 apply:

14.6.2.1 A Partial Subsidiary Sale to a third party buyer, upon such terms as the Majority Shareholder shall in its sole discretion negotiate with that third party buyer, but consistent with the terms of the Tag Along Notice, shall be effected. The quantum of the Partial Subsidiary Sale shall be determined in proportion to: (i) the number of A Shares being the subject of the Proposed Transfer and the relevant number of Shares (or in the case of B Shares, the Deemed B Shares) of the Remaining Shareholders, as against (ii) the sum of all A Shares, C Shares and Deemed B Shares outstanding. If the Partial Subsidiary Sale does not consist in the sale of the relevant portion of the direct Subsidiary of the Company, the proceeds of the Partial Subsidiary Sale shall be distributed immediately following the completion of the Partial Subsidiary Sale to the Company (the "Tag Upstreaming").

A "Partial Subsidiary Sale" shall mean at the option of the Class A Shareholders a sale of outstanding shares and other interests in Midco, Bidco or Pronet provided however that (i) if Midco owns in addition to the shares and other interests in Bidco and Pronet, any shares or other interests in another entity, the sale shall be a sale of outstanding shares and other interests in Midco, and (ii) if Bidco owns in addition to the shares or other interest in Pronet, any shares or other interests in another entity, the sale shall be a sale of outstanding shares and other interests in Bidco, or a sale of outstanding shares and other interests in Midco.

14.6.2.2 All Shareholders shall vote their Shares and generally exercise any of their rights or powers in any of the Group Companies (in their capacity as Shareholders or otherwise) so as to authorise, approve and complete the Partial Subsidiary Sale and its implementation and, upon completion of the Partial Subsidiary Sale, the Tag Upstreaming. They shall procure that the Partial Subsidiary Sale, its implementation, and the Tag Upstreaming are authorised and approved by the Board and by the board or other competent body of Midco, Bidco and/or Pronet, and that all relevant steps and actions in relation thereto are taken; and the Company shall, and shall procure that each of Midco, Bidco and/or Pronet shall authorise and approve and generally exercise any of its rights or powers in any of the Group Companies (in its capacity as shareholder or otherwise) so as to authorise, approve and complete the Partial Subsidiary Sale, its implementation, and the Tag Upstreaming.

14.6.2.3 Upon receipt of the proceeds of the Partial Subsidiary Sale (the "Partial Sales Proceeds"), the Company shall distribute or, with respect to the B Shares, allocate, the Partial Sales Proceeds less the Reduction Amount (the "Tag Distribution") by convening a General Meeting in order (i) to distribute to the Class A Shareholders and the Class C Shareholders their pro rata portion of the Partial Sales Proceeds (net of any applicable withholding tax) and (ii) to allocate the amount of the Partial Sales Proceeds which would otherwise have been distributed on the B Shares to the B Share Reserve provided that, if the Minority Shareholder notifies the Company in writing before the Tag Distribution that it elects to participate in part or all of its pro rata proportion of the Tag Distribution, the Company shall distribute the Partial Sales Proceeds by convening a General Meeting in order to distribute to the Category A Shareholders, the Category B Shareholders and the Category C Shareholders their pro rata portion (by reference to the number of Deemed Shares held by them) of the Partial Sales Proceeds (net of any applicable withholding tax) except to the extent that the Company has been notified by the Minority Shareholder prior to the Tag Distribution that the Minority Shareholder elects to participate in only part of its pro rata portion, in which case the remainder of the Minority Shareholder's pro rata portion shall be allocated to the B Share Reserve.

14.6.2.4 All Shareholders shall vote their Shares and generally exercise any of their rights or powers in the Company (in their capacity as Shareholders or otherwise) so as to authorise, approve and complete the Tag Distribution, and shall, without limiting the foregoing, timely provide duly executed proxy forms (and in case of the B Shareholders, waivers as to the distribution if so requested unless the category B Shareholders have decided to participate in the Tag Distribution) for the purposes of the General Meeting and the passing of the resolutions for the Tag Distribution as requested by the Company or the Class A Shareholders.

14.6.2.5 In the event that part of the proceeds of the Partial Subsidiary Sale are received by the Company after an initial Tag Distribution (and for the avoidance of doubt were not included in the Partial Sales Proceeds) (the "Late Partial Proceeds"), the Company shall proceed to a second Tag Distribution and the provisions of articles 14.6.2.3 and 14.6.2.4 shall apply.

14.7 For the avoidance of doubt, the Tag Distribution shall be gross of any withholding taxes.

14.8 Without limiting the foregoing, following the giving of a Tag Along Notice, the Remaining Shareholders shall give such cooperation and assistance as the Class A Shareholders may reasonably request in order to consummate the Partial Subsidiary Sale and Tag Distribution (including the proportionate distribution of Late Partial Proceeds).

#### **Art. 15. Transfer Terms.**

15.1 This Article sets out the terms on which any Shares are to be transferred under article 8.4, Article 9, Article 10, Article 11, and Article 12.

15.2 In this Article:

"Buyer" means the transferee receiving the Shares pursuant to the Relevant Notice;

"Relevant Notice" means the relevant ROFO Transfer Notice, Repeat ROFO Transfer Notice, or Unsolicited Third Party Transfer Notice (as the case may be);

"Seller" means the party transferring the Transferring Shares pursuant to the Relevant Notice; and

"Transferring Shares" means the Shares which are the subject of the Relevant Notice.

15.3 Any transfer of the Transferring Shares shall be on the following terms:

15.3.1 the Transferring Shares will be transferred free from all Encumbrances, together with all rights of any nature attaching to them including all rights to any dividends or other distributions declared, paid or made after the date of the Relevant Notice;

15.3.2 the Seller shall deliver to the Buyer duly executed transfer document(s) in favour of the Buyer or as it may direct, together with any share certificate(s) for the Transferring Shares and a certified copy of any authority under which such transfer document(s) is/are executed and, against delivery of the Transfer document(s), the Buyer shall pay the consideration for the Transferring Shares to the Seller in cleared funds for value on the completion date;

15.3.3 the relevant parties shall ensure (insofar as they are able) that the relevant transfer(s) (subject to their being duly stamped, stamp duty to be paid by the Buyer, to the extent applicable) are registered in the name of the Buyer or as it may direct;

15.3.4 the Seller shall do all such other things and execute all other documents (including any deed) as the Buyer may reasonably request to give effect to the transfer of the Transferring Shares;

15.3.5 if regulatory approval is required, then completion of the transfer shall take place as soon as possible but in any event within six months of the date upon which the transfer is required to take effect in accordance with the terms of the applicable Arrangement (if any) or if no such date is specified in the applicable Arrangement (if any), the date specified in the relevant transfer document; and

15.3.6 the Buyer shall adhere to the applicable Arrangement (if any)(unless already a party) .

#### **Art. 16. Permitted Transfers.**

16.1 The Category A Shareholders and the Minority Shareholders may transfer their Shares to their Affiliates (a "Permitted Transfer") provided that:

16.1.1 the transferor informs the other Shareholders in writing thirty (30) days in advance provided that in the event of a transfer of shares by an Investor to any seller of the Cinven Group, the Investor shall not be required to give notice to any person; and

16.1.2 the transferee becomes a party to the applicable Arrangement; if the transferee is not, ceases to be or proposes to cease to be an Affiliate (as the case may be) of the original transferor (the "Original Transferor"), the Original Transferor shall procure that such transferee shall immediately transfer all of its interest in any Shares to the Original Transferor or to an Affiliate of the Original Transferor.

#### **Art. 17. The Board of Managers of the Company.**

17.1 The Company is managed by a board of managers (the "Board of Managers" or the "Board") of four (4) members, or, after the occurrence of an UP-Event or SUP-Event which is continuing of five (5) members appointed as a collegiate body by the General Meeting of Shareholders in accordance with the provisions set out hereafter. The members of the Board of Managers (each a "Manager" or a "Board Member") may but need not be Shareholders. The Board of Managers shall, subject to the foregoing, be composed of the number of members determined by the General Meeting of Shareholders pursuant to the provisions of articles 17.3, and 17.4. (save for the period between one or more resignations and new appointments thereupon) duly recorded in the minutes of such Meeting pursuant to the provisions of this Article.

17.2 The Board Members are appointed and removed from office by decision of the General Meeting of Shareholders which determines the term of their mandates. If no term is indicated the Managers are appointed for an undetermined period. The Managers may be re-elected but also their appointment may be revoked with or without cause (ad nutum) at any time and any Manager replaced at any time by a simple majority decision of the General Meeting of Shareholders.

17.3 Subject to article 17.4, the Board of Managers shall be composed so that:

17.3.1 the Majority Shareholder shall be entitled to nominate one (1) Manager for appointment to office and the ERISA Partnership (or the Majority Shareholder) shall be entitled to nominate one (1) Manager for appointment to office (together, the "Class A Managers") in each case at any time, or, if such Manager resigns or otherwise ceases to be a Manager, replace him, by nominating a substitute Manager to be elected by the Shareholders in a General Meeting; and

17.3.2 the Minority Shareholder shall be entitled to nominate for appointment to office up to a total of two (2) Managers (the "Class B Managers") at any time or, if such Manager resigns or otherwise ceases to be a Manager, replace him, by nominating a substitute Manager to be elected by the Shareholders in a General Meeting; and

17.3.3 In the event of: (a) Underperformance or Significant Underperformance, and (b) the Majority Shareholder and the Minority Shareholder being unable to agree between them within fourteen (14) days of the triggering of such Underperformance or Significant Underperformance appropriate remedies to remove such Underperformance (the "UP-Event") or Significant Underperformance (the "SUP-Event"), the Majority Shareholder shall, at its sole discretion, convene, or have the right to procure that the Managers convene, a General Meeting with the sole agenda of appointing an additional

Manager nominated by the Majority Shareholder to the Board and the Company shall take all steps to ensure that such additional Manager is appointed and remains in office if and for so long as an UP-Event or a SUP-Event is continuing.

17.4 The Majority Shareholder (or as the case may be the ERISA Partnership) and the Minority Shareholder, respectively, may waive (in part or in full), for such period of time as each of them respectively may determine, their respective right respectively to propose candidates for Board elections as provided for herein.

In the event the Majority Shareholder (or as the case may be the ERISA Partnership) and the Minority Shareholder does not provide a list of candidates as provided for in article 17.3. within ten (10) days after having been requested to do so by the Company (or in the case of the Minority Shareholder, the Majority Shareholder), the Majority Shareholder (or the ERISA Partnership) or the Minority Shareholder as applicable shall be deemed to have waived the right to nominate candidates.

In the event of any such waiver (whether express or deemed) the General Meeting of Shareholders may determine the number of the Board Members accordingly or freely choose such Board Members, provided that if (and when) Majority Shareholder (or the ERISA Partnership) or the Minority Shareholder respectively, decide to terminate such waiver (or deemed waiver) and notify the Company thereof in writing, the Company shall within ten (10) Business Days of receipt of such notice convene a General Meeting of Shareholders for the election of Board Members as appropriate.

17.5 Without prejudice to the right of the General Meeting to remove a Manager at any time, the Shareholder who nominated such Manager for appointment may request his removal from the Board at any time. The Shareholders undertake to procure that a General Meeting is held and all required steps are taken as soon as possible in order to remove that Manager from the Board and to appoint a new Manager in his place being a further nominee of the Shareholder whose previous nominee is being replaced.

#### **Art. 18. Chairman, Vice Chairman, Committees.**

18.1 The Board shall appoint a chairman of the Board among the Class B Managers (the "Chairman") and a vice chairman be appointed among the Class A Managers (the "Vice Chairman"). The Chairman and the Vice Chairman shall be appointed on an annual basis.

18.2 The Chairman shall: (a) convene Board Meetings; and (b) subject to article

18.3 below, act as the chairman of Board Meetings and General Meetings of the Company in accordance with applicable law.

In addition, the Board may delegate to the Chairman and/or Vice Chairman such other powers or specific authorities as the Board may, within its powers, from time to time decide.

18.3 If the Chairman is unable to attend any Board Meeting, the Vice Chairman shall act as chairman in his place and generally fulfil the duties of a chairman when the Chairman is unable to do so. If both the Chairman and Vice Chairman are unable to attend a Board Meeting, the Managers present or represented at such meeting shall appoint another Manager to act as chairman at that meeting.

18.4 The Board may (provided that at least one Class A Manager and one Class B Manager votes in favour of such resolution), from time to time, establish one or more committees which shall have the authority set out in the resolution establishing such committee or as may be resolved by the Board thereafter. Each committee shall, unless agreed by a majority of the Board (provided that at least one Class A Manager and, unless otherwise provided in an applicable Arrangement (if any), one Class B Manager votes in favour of such resolution), consist of at least one Class A Manager and one Class B Manager (or their respective nominated representatives).

#### **Art. 19. Board Proceedings.**

19.1 Meetings of the Board of Managers shall be convened by the Chairman of the Board of Managers or, if the Chairman does not convene a meeting upon the request from a Manager, by such Manager.

19.2 Unless otherwise agreed by a majority of the Board (provided at least one Class A Manager and, unless otherwise provided in article 19.8, one Class B Manager votes in favour of such resolution), at least ten (10) Business Days' prior notice of each Board Meeting (setting out the time and place of such meeting) shall be given to each Manager, unless at least one Class A Manager and one Class B Manager otherwise agrees or all Managers are present or represented at such meeting. The notice shall be accompanied by an agenda of the business to be transacted at the Board Meeting. Unless otherwise agreed by a majority of the Board (provided at least one Class A Manager and one Class B Manager votes in favour of such resolution), no business may be conducted at a Board Meeting unless it appears in the agenda attached to the notice. A Board Meeting may be held without giving notice provided that all Managers are present or duly represented at such meeting so convened or by giving written notice of less than forty-eight (48) hours in case of an emergency in which case the nature and the motives of the emergency shall be mentioned in the written notice.

The convening notice shall be given in writing by mail, courier services, fax or email-pdf. The convening notice may be waived by each Manager (but only for the notice to himself) by consent given in writing by mail, courier services, fax or email-pdf.

19.3 Subject to article 19.4, the meeting quorum at Board Meetings shall be two (2) Managers and shall include at least one Class A Manager and one Class B Manager.

19.4 If within thirty (30) minutes from the time appointed for the holding of a Board Meeting a quorum is not present or represented, the meeting shall stand adjourned (with the same agenda) to the day after the date appointed for the original Board Meeting (or if that day is not a Business Day, to the next Business Day thereafter), at the same time and place as the original Board Meeting. The meeting quorum for such adjourned Board Meetings shall be two (2) Managers and shall include at least two (2) Managers provided that:

19.4.1 if the matter under consideration by the Board is a First Reserved Matter, the quorum shall be two (2) Managers and shall include at least one (1) Class A Manager and one (1) Class B Manager; and

19.4.2 if the matter under consideration by the Board is a Second Reserved Matter and there is no SUP-Event which is continuing, the quorum shall be two (2) Managers and shall include at least one (1) Class A Manager and one (1) Class B Manager.

19.5 Meetings of the Board of Managers may be held physically or, in all circumstances, by way of conference call (or similar means of communication which permit the participants to communicate with each other). The Board of Managers may further in all circumstances take decisions by way of unanimous written resolutions. Resolutions in writing approved and signed by all Managers shall have the same effect as resolutions passed at a Board of Managers' meeting. In such cases, resolutions or decisions shall be expressly taken, either formulated by writing by circular way, transmitted by mail, courier, electronic mail-pdf or fax (and in one or more counterparts).

19.6 Any Board Member may participate in any meeting of the Board of Managers by conference-call or by other similar means of communication allowing all Board Members taking part in the meeting to communicate with each other. The participation in a meeting by these means is equivalent to a participation in person at such meeting. Any Manager may act at any meeting of Managers by appointing in writing, by fax, or electronic mail-pdf another Board Member as his proxy. A Board Member may represent more than one of his colleagues.

19.7 Subject to Article 24, resolutions of the Board (other than circular resolutions) shall be passed by a simple majority of the Managers present or represented. Each Manager shall be entitled to one vote. Neither the Chairman nor the Vice Chairman shall be entitled to a casting or second vote. A Manager can nominate any other Manager to represent him at a Board Meeting and such representative shall be entitled to attend and vote at any adjourned meeting thereof.

19.8 Any requirement in articles 19.2 or 18.4 for the agreement or approval of a Class B Manager at a Board Meeting, where the agreement or approval of the Class B Manager is expressly stated to be subject to the provisions of this 19.8, shall cease to apply if both: (i) the quorum for the Board Meetings taking into account the agenda for such meetings pursuant to article 19.4 does not include a Class B Manager; and (ii) no Class B Manager attends the Board Meeting at which the relevant matter that requires the approval of a Class B Manager is considered.

19.9 The minutes of any meeting of the Board of Managers shall be signed by any two Managers, at least one of which must be a Class A Manager or as may be resolved at the relevant (or any subsequent) meeting. Copies or extracts of such minutes or any resolutions (including written resolutions) which may be produced in judicial proceedings or otherwise shall be signed by any two Managers at least one of which needs to be a Class A Manager, or as may be resolved at the relevant meeting or a subsequent meeting or resolution.

#### **Art. 20. Board Powers, Binding Signatures.**

20.1 The Board of Managers is vested with the broadest powers to manage the business of the Company and to authorise and/or perform all acts of disposal and administration falling within the purposes of the Company. All powers not expressly reserved to the General Meeting or within its exclusive competence, by law or by the Articles of Incorporation shall be within the competence of the Board of Managers. Vis-à-vis third parties the Board has the most extensive powers to act on behalf of the Company in all circumstances and to do, authorise and approve all acts and operations relative to the Company not reserved by law or the Articles of Incorporation to the General Meeting or as may be provided herein.

20.2 The Company will be bound by the joint signature of any two Board Members one of which at least one must always be a Class A Manager provided that for Reserved Matters in article 24.1 one must always be a Class B Manager for First Reserved Matters related matters and Second Reserved Matters unless there is a SUP Event, where there shall be no obligation to have a Class B Manager signature, or by the joint or single signature of any person or persons to whom such signatory power shall have been delegated by the Board of Managers.

#### **Art. 21. Liability Managers, Indemnification.**

21.1 The Managers are not held personally liable for the indebtedness of the Company. As agents of the Company, they are responsible for the performance of their duties.

21.2 Subject to the exceptions and limitations listed in article 21.3, every person who is, or has been, a Manager or officer of the Company shall be indemnified by the Company to the fullest extent permitted by law against liability and against all expenses reasonably incurred or paid by him in connection with any claim, action, suit or proceeding which he becomes involved as a party or otherwise by virtue of his being or having been such manager or officer and against amounts paid or incurred by him in the settlement thereof. The words "claim", "action", "suit" or "proceeding" shall apply to all claims, actions, suits or proceedings (civil, criminal or otherwise including appeals) actual or threatened and the words "liability" and "expenses" shall include without limitation attorneys' fees, costs, judgements, amounts paid in settlement and other liabilities.

21.3 No indemnification shall be provided to any Manager or officer:

21.3.1 Against any liability to the Company or its Shareholders by reason of wilful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office;

21.3.2 With respect to any matter as to which he shall have been finally adjudicated to have acted in bad faith and not in the interest of the Company; or

21.3.3 In the event of a settlement, unless the settlement has been approved by a court of competent jurisdiction or by the Board of Managers.

21.4 The right of indemnification herein provided shall be severable, shall not affect any other rights to which any Manager or officer may now or hereafter be entitled, shall continue as to a person who has ceased to be such Manager or officer and shall inure to the benefit of the heirs, executors and administrators of such a person. Nothing contained herein shall affect any rights to indemnification to which corporate personnel, including managers and officers, may be entitled by contract or otherwise under law.

21.5 Expenses in connection with the preparation and representation of a defence of any claim, action, suit or proceeding of the character described in this article shall be advanced by the Company prior to final disposition thereof upon receipt of any undertaking by or on behalf of the officer or Manager, to repay such amount if it is ultimately determined that he is not entitled to indemnification under this article.

**Art. 22. Conflicts.** No contract or other transaction between the Company and any other company or firm shall be affected or invalidated by the fact that any one or more of the Managers or officers of the Company is interested in, or is a director, associate, officer, agent, adviser or employee of such other company or firm. Any Manager or officer who serves as a director, officer or employee or otherwise of any company or firm with which the Company shall contract or otherwise engage in business shall not, by reason of such affiliation with such other company or firm, be prevented from considering and voting or acting upon any matters with respect to such contract or other business.

**Art. 23. Shareholder Meetings, Shareholder Resolutions.**

23.1 Each Shareholder may take part in collective decisions. Each Shareholder has a number of votes equal to the number of Shares he owns and may validly act at any meeting of Shareholders through a special proxy.

23.2 Decisions by Shareholders are passed in such form as prescribed by Luxembourg Company Law in writing (to the extent permitted by law) or at meetings held including (to the extent provided for by law) meetings held by way of conference call, video conference or other means of communication allowing Shareholders taking part in the meeting to hear one another and to communicate with one another, the participation in a meeting by these means is equivalent to a participation in person at such meeting. Any regularly constituted meeting of Shareholders of the Company or any valid written resolution (as the case may be) shall represent the entire body of Shareholders of the Company.

23.3 General Meetings may be convened by giving at least eight (8) days', or three (3) days' where expressly stated in these Articles: (i) upon the decision of the Board which shall be rendered at the request of any Class A Manager or Class B Manager, or (ii) at the written request of any Shareholder by the Board (and in case of the Board's failure to convene a General Meeting within eight (8) days following receipt of such written request, by any Shareholder holding at least 50% of the Company's share capital).

23.4 Each General Meeting shall be held on such date, at such time and at such location in Luxembourg as shall be determined by the Board or the Shareholder(s) convening such General Meeting, as the case may be, and stated in the written notice of the General Meeting.

23.5 Each written notice by which a General Meeting is convened shall set out the agenda for the meeting in reasonable detail. The convening notice shall be sent to all Shareholders by mail or courier services at their addresses inscribed in the register of Shareholders, or by fax or email-pdf.

23.6 A General Meeting may be held without giving notice provided that all Shareholders are present or duly represented by proxy at the General Meeting so convened.

23.7 In the case of written resolutions, the text of such resolutions shall be sent to the Shareholders by mail or courier services at their addresses inscribed in the register of Shareholders, or by fax or email-pdf. The resolutions shall become effective upon the approval of the majority as provided for by law and/or the present Articles for collective decisions (or subject to the satisfaction of the relevant majority and quorum requirements, on the date set out therein). Unanimous written resolutions may be passed at any time.

**23.8 Quorum**

23.8.1 No business shall be transacted at any General Meeting unless a quorum is present at such meeting in person or represented by proxy at the time when such meeting proceeds to business and remains present or represented during the General Meeting.

23.8.2 Save for any higher quorum requirements imposed under Luxembourg law, the meeting quorum at any General Meeting (or at any adjournment thereof) shall be such number of Shareholders holding a minimum of 50% plus one (1) Share of the share capital of the Company provided that at least one (1) Category A Shareholder and one (1) Category B Shareholder is present or represented.



23.8.3 If a quorum required pursuant to article 23.8.2 is not satisfied within thirty (30) minutes from the time appointed for the General Meeting or if, during a meeting, such a quorum ceases to be satisfied, such General Meeting shall be adjourned (with the same agenda) to the following Business Day, at the same time and place as the original meeting. Such adjournment shall be notified to each Shareholder in the same manner than a convening notice.

23.8.4 In case of an adjourned meeting, save for any higher quorum requirements imposed under Luxembourg law, the meeting and decision quorum of such adjourned General Meeting (with the same agenda) shall be such number of Shareholders holding a minimum of 50% plus one (1) Share of the share capital of the Company provided that at least one (1) Category A Shareholder is present or represented provided that:

23.8.4.1 if the matter under consideration by the General Meeting is a First Reserved Matter, the quorum shall include at least one (1) Class A Shareholder and one (1) Class B Shareholder; and

23.8.4.2 if the matter under consideration by the General Meeting is a Second Reserved Matter and there is no SUP-Event, the quorum shall include at least one (1) Class A Shareholder and one (1) Class B Shareholder.

23.9 Decisions of the General Meeting (or for the avoidance of doubt, written resolutions) shall be validly adopted if approved by Shareholders at the majorities required by law, subject to Article 24.

23.10 For the avoidance of doubt, no Class or Category meetings shall be required.

#### **Art. 24. Reserved Matters.**

##### **24.1 First Reserved Matters**

24.1.1 Subject to article 24.1.2, the following matters (the “First Reserved Matters”) shall require the affirmative approval of at least one Class B Manager at a Board Meeting or one class B director at the board meeting of the Subsidiary to which the First Reserved Matter relates. Where such a matter requires a resolution of the Shareholders according to applicable law, then in addition to the voting percentages and headcount required to pass the relevant resolution under the applicable law, approval of the Minority Shareholder shall also be required for:

24.1.1.1 amendment to the Articles and/or the articles of association of any Subsidiary of the Company to the extent affecting rights of Minority Shareholders granted (therein including change in nature of business) where such amendments would be materially prejudicial to the Minority Shareholders and/or would impact the Minority Shareholders disproportionately to all other Shareholders;

24.1.1.2 any increase in the share capital of the Company either: (A) for non-cash consideration; or (B) for cash, not at Fair Market Valuation, provided that sub-article 24.1.1.2 shall not apply to any increase in the share capital of the Company pursuant to articles 6.1.6, 6.1.11 and 6.2;

24.1.1.3 transfers of Shares by the Majority Shareholder or the Minority Shareholder, and/or any transfer of shares in any Subsidiary of the Company;

24.1.1.4 entering into transactions with a Related Party;

24.1.1.5 subject to any restrictions under applicable law, distributions or dividends by the Company other than on a pro rata basis except where the Minority Shareholder has chosen not to participate in any such distribution or dividend and for the purposes of this sub-article, pro rata basis shall mean the proportion of total Deemed Shares that the Minority Shareholder holds, as against all of the Deemed Shares, immediately prior to the distribution or dividend (as applicable);

24.1.1.6 consolidating, subdividing or altering any rights attached to any share capital of the Company, purchasing its own Shares, reducing its share capital, capitalizing any amount standing to the credit of any reserve of the Company or reorganizing any of the share capital of the Company where such actions would be materially prejudicial to the Minority Shareholder and/or would prejudice the Minority Shareholder disproportionately to all Shareholders; and

24.1.1.7 creating or modifying the signature circular of Pronet or otherwise the issuance of a power of attorney by the Company or any of its Subsidiaries with powers which may affect any First Reserved Matters.

24.1.2 The provisions of article 10.1 shall not apply in relation to any action, decision or matter (or any related action, decision or matter) which is otherwise permitted, provided for or contemplated, by the provisions of the Articles or the provision of any applicable relevant Arrangement. Without limitation to the generality of the foregoing, the First Reserved Matters in sub-articles 24.1.1.1, 24.1.1.5 and 24.1.1.6 shall not apply if the Minority Shareholder elects not to extract or receive part or all of the assets of the Company to which it is entitled at the same time as the other Shareholders and the First Reserved Matter in sub-article 24.1.1.3 shall not apply to any Transfers in compliance with article 8.4, Article 9, Article 10, Article 11, Article 12, Article 13, and Article 14.

##### **24.2 Second Reserved Matters**

24.2.1 Subject to article 24.2.4, the following matters in relation to the Group shall qualify as “Second Reserved Matters” and, save in the event of a SUP-Event which is continuing, shall require the affirmative approval of at least one Class B Manager at a Board Meeting, or one class B director at the board meeting of the Subsidiary to which the Second Reserved Matter relates. Where such a matter requires a resolution of the Shareholders according to applicable law, then in addition to the voting percentages and headcount required to pass the relevant resolution under the applicable law, approval of the Minority Shareholder shall also be required:

24.2.1.1 acquisitions, mergers, spin offs, IPO, disposal arrangements, and the issue of any type of securities in favour of third parties excluding any securities required for any injection of shareholder equity or shareholder loans by any

member of the Group which are of a substantial nature; for the purpose of this sub article substantial shall mean any transaction with a value in excess of twenty million US Dollars (USD 20,000,000);

24.2.1.2 incurring or assuming any indebtedness (excluding any injection of shareholder equity or shareholder loans) by any member of the Group which is more than two million US Dollars (USD 2,000,000) in excess of any indebtedness envisaged in the Annual Budget;

24.2.1.3 adopting and/or amending any Annual Budget;

24.2.1.4 other than as included in the Annual Budget, the employment of any person (other than CEO) having a net salary in excess of two hundred and fifty thousand US Dollars (USD 250,000) by any member of the Group;

24.2.1.5 other than as included in the Annual Budget and excluding investments and the purchases of alarm equipment, the incurring of capex in excess of two million US Dollars (USD 2,000,000) by any member of the Group;

24.2.1.6 creating or modifying the signature circular and the delegated authority of any employee or any member of the Management Team;

24.2.1.7 in case of CEO replacement, right to veto one of the three proposed candidates to be proposed by a reputable headhunter firm; and

24.2.1.8 adopting, or implementing any material changes in the Accounting Policies or practices in respect of the Group which would be materially prejudicial to the Minority Shareholders.

24.2.2 The Minority Shareholder undertakes that in the event of a SUP-Event which is continuing it will exercise its rights as a Shareholder in relation to the matters set out in article 24.2 as directed by the Majority Shareholder.

24.2.3 In the case of an SUP-Event which is continuing, the Minority Shareholder shall be informed through the Class B Managers about the issues and decisions related to Second Reserved Matters.

24.2.4 The provisions of article 24.2 shall not apply in relation to any action, decision or matter (or any related action, decision or matter) which is otherwise permitted, provided for or contemplated, by the provisions of the Articles or the provision of any applicable relevant Arrangement. Further, if there is a matter which is both a First Reserved Matter and a Second Reserved Matter, then the exceptions to the relevant First Reserved Matter set out in articles 24.1.1 and 24.1.2 shall also apply in relation to the relevant Second Reserved Matter.

24.2.5 In the event of a UP-Event or an SUP-Event which is continuing, the Minority Shareholder undertakes that it will exercise its rights as a Shareholder to implement any action, decision or matter (or any related action, decision or matter) which is permitted, provided for or contemplated, by the provisions of the Articles and/or the provision of any applicable relevant Arrangement provided such action, decision or matter is not a First Reserved Matter or Second Reserved Matter, in the case of a UP-Event, and is not a First Reserved Matter, in the case of an SUP-Event (in which case article 24.2.2 shall apply).

#### **Art. 25. Accounting Year, Financial Statements.**

25.1 The accounting year of the Company shall begin on 1<sup>st</sup> January of each year and shall terminate on 31<sup>st</sup> December of the same year, except for the first accounting year of the Company which shall begin on the date of incorporation and end on 31<sup>st</sup> December 2012.

25.2 Every year as of the accounting year's end, the annual accounts are drawn up by the Board of Managers.

25.3 The operations of the Company shall, if the Company counts more than twenty five (25) shareholders, be subject to the supervision of a statutory auditor elected by the General Meeting of Shareholders for a period ending at the date of the next annual General Meeting of Shareholders. The statutory auditor in office may be removed at any time by the General Meeting with or without cause. In the case the thresholds set by law as to the appointment of an independent auditor are met, the accounts of the Company shall be supervised by an independent auditor (réviseur d'entreprises).

#### **Art. 26. Distributions.**

26.1 Out of the annual net profit five percent (5%) shall be placed into a legal reserve account. This deduction ceases to be compulsory when (and for as long as) such reserve amounts to ten percent (10%) of the issued share capital of the Company. The balance may be distributed to the Shareholders upon decision of a General Meeting of Shareholders in accordance with the provisions hereof. The Shareholders may further decide to declare and pay interim dividends on the basis of statements of accounts prepared by the Board of Managers, showing that sufficient funds are available for distribution, it being understood that the amount to be distributed may not exceed net profits realised since the end of the last accounting year increased by profits carried forward and distributable reserves (including any share premium) but (without double-counting) decreased by losses carried forward and sums to be allocated to a reserve to be established by law. Any distributions made pursuant to the above may only be made in accordance with the provisions set forth hereafter.

26.2 The available share premium and any other available reserve account may be distributed to the Shareholders upon decision of a General Meeting of Shareholders in accordance with the provisions set forth hereafter (provided for the avoidance of doubt that the Net B S/P Reserve shall be reserved to the Category B Shares). The General Meeting of Shareholders may also decide to allocate any amount out of the share premium account to the legal reserve account.

26.3 Any Distributed Amount declared may be paid in any currency selected by the Board of Managers and may be paid at such places and times as may be determined by the Board of Managers. The Board of Managers may make a final

determination of the rate of exchange applicable to translate dividend funds into the currency of their payment. A Distributed Amount declared but not paid on a Share during five years cannot thereafter be claimed by the holder of such Share, shall be forfeited by the holder of such Share, and shall revert to the Company. No interest will be paid on any Distributed Amount declared and unclaimed which are held by the Company on behalf of Shareholders.

26.4 Any Distributed Amount shall be allocated or distributed by the General Meeting of Shareholders in accordance with the economic rights of the different Categories of Shares pursuant to the provisions of Article 7 and as set forth here below,

- (i) an amount equal to 0.10% of the nominal value of all Class I Shares in issue shall be allocated to Class I (and within Class I, pursuant to Article 7);
- (ii) an amount equal to 0.15% of the nominal value of all Class II Shares in issue shall be allocated to Class II (and within Class II, pursuant to Article 7);
- (iii) an amount equal to 0.20% of the nominal value of all Class III Shares in issue shall be allocated to Class III (and within Class III, pursuant to Article 7);
- (iv) an amount equal to 0.25% of the nominal value of all Class IV Shares in issue shall be allocated to Class IV (and within Class IV, pursuant to Article 7);
- (v) an amount equal to 0.30% of the nominal value of all Class V Shares in issue shall be allocated to Class V (and within Class V, pursuant to Article 7);
- (vi) an amount equal to 0.35% of the nominal value of all Class VI Shares in issue shall be allocated to Class VI (and within Class VI, pursuant to Article 7);
- (vii) an amount equal to 0.40% of the nominal value of all Class VII Shares in issue shall be allocated to Class VII (and within Class VII, pursuant to Article 7);
- (viii) an amount equal to 0.45% of the nominal value of all Class VIII Shares in issue shall be allocated to Class VIII (and within Class VIII, pursuant to Article 7);
- (ix) an amount equal to 0.50% of the nominal value of all Class IX Shares in issue shall be allocated to Class IX (and within Class IX, pursuant to Article 7);
- (x) an amount equal to 0.55% of the nominal value of all Class X Shares in issue shall be allocated to Class X (and within Class X, pursuant to Article 7); and
- (xi) the balance shall be allocated to last numerical Class with Shares in issue (starting with Class X) and within such Class pursuant to Article 7.

#### 26.5 B Share Reserve

26.5.1 Prior to a distribution of a Distributed Amount with respect to Shares (but excluding for the avoidance of doubt, any Net B S/P Reserve) (a "Distribution") being resolved upon by the general meeting, the Minority Shareholder, subject to compliance with article 26.5.3 below, may by written notice to the Company waive the right of the holders of B Shares to participate in the Distribution and may direct that the amount which would otherwise have been declared as part of the Distribution on the B Shares be (i) deducted from the Distribution declared and (ii) added to a reserve in favour of the holders of B Shares (the "B Share Reserve"). In such case the Distribution is solely declared and paid with respect to the A and C Shares.

26.5.2 The Net B Share Reserve shall, subject to applicable law, be distributable to the Category B Shareholders. Upon request by the Minority Shareholder, subject to compliance with article 26.5.3 below, and subject to applicable law, the Company shall convene a general meeting to resolve on the distribution of the Net B Share Reserve to the Category B Shareholders. All Shareholders hereby undertake (i) to vote their Shares in favour of the distribution of the Net B Share Reserve to the Category B Shareholders and (ii) to procure, to the extent necessary, that the Board takes the necessary resolutions in favour of the distribution of the Net B Share Reserve to the Category B Shareholders, subject always to applicable law.

26.5.3 The Minority Shareholder shall (i) evidence to the Company its due authorisation by all Category B Shareholders to exercise the rights set forth under article 26.5.1 and respectively article 26.5.2 on their behalf, and (ii) provide such waivers and proxies, duly executed by or on behalf of the Minority Shareholder and any new Category B Shareholders, as requested by the Company to hold the relevant general meeting of Shareholders.

**Art. 27. Information Shareholders.** The financial statements are at the disposal of the Shareholders at the registered office of the Company. Shareholders shall further be provided such information as provided for by law and as the case may be, an applicable Arrangement (if any).

#### **Art. 28. Dissolution - Liquidation.**

28.1 In case the Company is dissolved, the liquidation will be carried out by one or several liquidators who may be but do not need to be Shareholders and who are appointed by the General Meeting which will specify their powers pursuant to articles 144 et seq. of the Company Law and their remunerations.

28.2 On a liquidation of the Company all debts, charges and liquidation expenses shall be settled or duly provisioned for and the Surplus be determined. Any Surplus shall be allocated to the Shareholders in accordance with Article 7 (provided that an amount equal to the Net S/P Reserve shall be allocated to the Category B Shareholders only).

## Art. 29. Definitions, Construction.

### 29.1 Definitions

Accounting Principles	Shall mean the accounting policies and principles to be adopted by the Group (which accounting policies and principles shall be applied in preparing accounting records and financial statements), which shall be subject to approval by the Board (as such accounting policies and principles may be amended from time to time)
Affiliate	Means, in relation to a company, any other company directly or indirectly Controlling, Controlled by, or under common Control with, such company (provided that the Company shall not be an Affiliate of any Shareholder and vice versa, and in addition with respect to the Majority Shareholder such entities as referred to as Affiliates of the Majority Shareholder in the applicable Arrangement (if any).
Annual Budget	Means the initial budget and in respect of any subsequent financial year, the annual budget as referred to in the relevant Applicable Arrangement and to the extent provided therefore therein as approved by the Board (in each case as revised in accordance with the relevant applicable Arrangement).
Arrangement	Means any Shareholder or like agreement as may from time to time exists between Shareholders of the Company (which must in such case always include the Majority Shareholder and the Minority Shareholder) and to which the Company is a party or which has been notified to the Company (if any).
Articles or Articles of Association	Means the present articles of association of the Company.
Asset Sale	means a sale by any Group Company of all or substantially all of such Group Company's business, assets and undertaking (but excluding any sale of the shares of Midco, Bidco or Pronet);
Available Amount	<p>Means the total amount of net profits of the Company (including carried forward profits) increased by (i) any freely distributable share premium and other available reserves and (ii) as the case may be by the amount of the share capital reduction and legal reserve reduction relating to the Class(es) of Shares to be cancelled but reduced by (i) any losses (including carried forward losses) and (ii) any sums (to be) placed into un-distributable reserve(s) pursuant to the requirements of law, each time as set out in the relevant Interim Accounts (without for the avoidance of doubt, any double counting) so that:</p> $AA = (NP + P + CR) - (L + LR)$ <p>Whereby:  AA= Available Amount  NP= net profits (including carried forward profits)  P= any freely distributable share premium and other available reserves  CR = the amount of the share capital reduction and legal reserve reduction relating to the Class(es) of Shares (to be) cancelled  L= losses (including carried forward losses)  LR = any sums to be placed into un-distributable reserve(s) pursuant to the requirements of law.</p>
Bidco	Means Proteger Güvenlik Sistemleri Anonim irketi, a company organised and existing under the laws of the Republic of Turkey, registered with the Istanbul Trade Registry with trade registry number of 821723
Board or Board of Managers	Means the board of managers (conseil de gérance) of the Company.
Business Day	Means a day (other than a Saturday or a Sunday) on which commercial banks are open for general business in Istanbul, Luxembourg City and London.
Business Plan	Shall have the meaning set forth in an applicable Arrangement (if any).
Cancellation Value Per Share	Means as relevant the Category A Cancellation Value per Share, the Category B Cancellation Value per Share, and/or the Category C Cancellation Value per Share.
Category A	Means one or more of Categories I-A to X-A of Shares (or any thereof as relevant).
Category A Cancellation Value per Share	Means the amount resulting by dividing the Total Category A Cancellation Amount by the number of Category A Shares in issue in the Class(es) to be repurchased and cancelled pursuant to article 5.3.
Category A Shareholder	Means a holder of Category A Shares.
Category B	Means one or more of Categories I-B to X-B of Shares (or any thereof as relevant).

Category B Cancellation Value per Share	Means the amount resulting by dividing the Total Category B Cancellation Amount by the number of Category B Shares in issue in the Class(es) to be repurchased and cancelled pursuant to article 5.3.
Category B Shareholder	Means a holder of Category B Shares
Category C	Means one or more of Categories I-C to X-C of Shares (or any thereof as relevant).
Category C Cancellation Value per Share	Means the amount resulting by dividing the Total Category C Cancellation Amount by the number of Category C Shares in issue in the Class(es) to be repurchased and cancelled pursuant to article 5.3.
Category C Shareholder	Means a holder of Category C Shares
Cinven Group	Shall have the meaning set forth in any applicable Arrangement (if any)
Class	Means a class of Shares of the Company.
Class I	Means class I of Shares of the Company composed of Categories I-A, I-B and I-C.
Class II	Means class II of Shares of the Company composed of Categories II-A, II-B and II-C.
Class III	Means class III of Shares of the Company composed of Categories III-A, III-B and III-C.
Class IV	Means class IV of Shares of the Company composed of Categories IV-A, IV-B and IV-C.
Class IX	Means class IX of Shares of the Company composed of Categories IX-A, IX-B and IX-C.
Class V	Means class V of Shares of the Company composed of Categories V-A, V-B and V-C.
Class VI	Means class VI of Shares of the Company composed of Categories VI-A, VI-B and VI-C.
Class VII	Means class VII of Shares of the Company composed of Categories VII-A, VII-B and VII-C.
Class VIII	Means class VIII of Shares of the Company composed of Categories VIII-A, VIII-B and VIII-C.
Class X	Means class X of Shares of the Company composed of Categories X-A, X-B and X-C.
Company Law	Means the law of 10 <sup>th</sup> August 1915 on commercial companies.
Deemed B Shares	Means the deemed B shares which amount to the actual number of Category B Shares multiplied by two (2).
Deemed Shares	Means the Category A Shares, the Deemed B Shares and the Category C Shares held (or deemed to be held) by a Shareholder.
Determination Date	Means a date as close as reasonably practicable to the date of delivery of the Fair Market Valuation by the Expert to the Company
disposal	Shall be construed to include any gift, sale, assignment, transfer, exchange, grant of any Encumbrance, creation of a trust or other disposition of any interest whether legal or beneficial in any asset or thing, whether for cash or other or no consideration, and including any option or other right or obligation to do any of the foregoing and "dispose" and other such derivatives shall be construed accordingly.
Distributed Amount	Any distribution out of net profits, retained earnings and/or available share premium or other reserves (other than on a repurchase and cancellation or Surplus) (and excluding for the avoidance of doubt, any existing Net B S/P Reserve).
Encumbrance	Means (a) any mortgage, pledge, lien, charge (whether legal or equitable, fixed or floating), grant of security interest or other encumbrance securing an obligation of any person; and (b) any other type of preferential arrangement (including title transfer or retention, sale and leaseback or sale and purchase arrangements) having a similar effect.
ERISA Partnership	Means Fifth Cinven Fund (UBTI) Limited Partnership, a limited partnership organised under the laws of Guernsey, registered at the address of Tudor House, Le Bordage, St Peter Port, Guernsey GY1 3PP.
Exit	Means a Sale, Asset Sale, an IPO or a Winding-up
Final FYM Acceptance Date	Shall have the meaning set forth in the applicable Follow Your Money Provisions
General Meeting	Means the general meeting of shareholders of the Company (or as the case may be permitted under Company Law, written resolution in lieu of a meeting).

Group	Means the Company and its Subsidiaries from time to time, or any of them as the context requires, and "Group Company" and "member of the Group" shall have a corresponding meaning.
Interim Account Date	Means the date no earlier than eight (8) calendar days before the date of the repurchase and cancellation of the relevant Class(es) of Shares.
Interim Accounts	Means the interim accounts of the Company as at the relevant Interim Account Date.
Investors	Means the Category A Shareholder on the Restatement Date, and each Category A Shareholder referred to as "Investor" in the adherence to any applicable Arrangement (if any)
IPO	means the admission of all or any part of the share capital of the Company (after conversion of the Company into a société anonyme or another type of company, the shares of which are capable of being listed), or all or any part of the share capital of a holding company or Subsidiary of the Company: (a) to the Official List of the UK Listing Authority becoming effective and their admission to trading on the London Stock Exchange's market for listed securities becoming effective; (b) to, and the grant of permission for dealings on, the Alternative Investment Market of the London Stock Exchange; or (c) to listing on any other investment exchange in a jurisdiction which is or is not a member of the European Union.
Lock Up Period	Means the period commencing on 2 August 2012 and ending on the Lock Up Period End Date.
Lock Up Period End Date	Means the third anniversary of 2 August 2012
Majority Shareholder	Means Proteger Holding S.à.r.l. (RCS Luxembourg B169211).
Management Team	Shall be the individuals set forth as management team in the applicable Arrangement (if any).
Managers	Means the members of the Board of Managers (gérants) of the Company.
Midco	Means Proteger Investments S.à r.l., a société à responsabilité limitée registered with the Luxembourg Registre de Commerce et des Sociétés under number B168985.
Minority Shareholder	Means Big Properties S.à r.l., a société à responsabilité limitée registered with the Luxembourg Registre de Commerce et des Sociétés under number B145030.
Net B Premium Reserve	Means the B Premium Reserve after deduction of any taxes (including without limitation net wealth tax) and other costs incurred or provisioned by the Company in relation to the B Premium Reserve.
Net B S/P Reserve	means the sum of the Net B Reserve and the Net B Premium Reserve
Net B Share Reserve	Means the B Share Reserve after deduction of any taxes (including without limitation net wealth tax) and other costs incurred or provisioned by the Company in relation to the B Share Reserve.
Pronet	means Pronet Güvenlik Hizmetleri Anonim irketi, a joint stock company duly organized and validly existing under the laws of the Republic of Turkey, with headquarters located at Otakçılar Cad., Flatofis No:78, Kat:2 B-2A Eyüp stanbul and registered with Istanbul Trade Registry under trade registry number of 327331.
Reduction Amount	Means any sum (i) paid or to be paid to satisfy all reasonable transaction fees, costs and expenses incurred or suffered by the Company (or any Subsidiary) in relation to a Relevant Transaction; (ii) used or to be used in payment of any ratchet payment pursuant to an Arrangement, as applicable;
Related Party	Means a shareholder or an Affiliate and its shareholders or third parties controlling such Affiliate or shareholder.
Relevant Transaction	Shall have the meaning given thereto in an applicable Arrangement (if any);
Restatement Date	Means the date the Articles have been amended and restated on or about 2 <sup>nd</sup> August 2012;
ROFO Minority Shareholder	Means the Minority Shareholder.
ROFO Period	Means the period commencing on the day following the Lock Up Period End Date and ending on the first anniversary of the Lock Up Period End Date.
Sale	Means, (a) the transfer (whether through a single transaction or a series of transactions) of 59% or more of the Shares or 59% or more of the shares in a wholly owned Subsidiary, as a result of which any person (or persons connected with each other, or persons acting in concert with each other) would have the legal or beneficial

	ownership over 59% or more of the voting rights normally exercisable at a General Meeting (or at a general meeting of a wholly owned Subsidiary of the Company which directly or indirectly owns all of the shares in Pronet); and/or
	(b) any form of capital reorganisation or scheme of arrangement or the like under applicable law or otherwise where any person (or persons connected with each other, or persons acting in concert with each other) would acquire directly or indirectly beneficial ownership of or over that number of Shares (or that number of shares in a wholly owned Subsidiary of the Company which directly or indirectly owns all of the shares in Pronet), which in aggregate would confer 59% or more of the voting rights normally exercisable at a General Meeting (or at a general meeting of a wholly owned Subsidiary of the Company which directly or indirectly owns all of the shares in Pronet).
Shareholders	Means the holders of Shares of the Company.
Shares	Means the shares (parts sociales) of the Company of any Class or Category.
Significant Underperformance	Means quarterly SSNOCF performance level that is 15% below the Business Plan in the last quarter of 2012, or 25% below the Business Plan in any quarter from and including 1 January 2013 to and including 31 December 2016.
SSNOCF	Shall have the meaning set forth in an applicable Arrangement (if any).
Subsidiary	Means, in relation to an undertaking (the "holding undertaking"), any other undertaking in which the holding undertaking (or persons acting on its, or their behalf) for the time being directly or indirectly holds or controls either: a majority of the voting rights exercisable at general meetings of the members of that undertaking on all, or substantially all, matters; or the right to appoint or remove directors having a majority of the voting rights exercisable at meetings of the board of directors of that undertaking on all, or substantially all, matters.
Surplus	Means the amount to be distributed as liquidation surplus by the Company to the Shareholders once all debts, liabilities, charges and liquidation expenses have been met or duly provisioned for.
Total Cancellation Amount	Means the amount determined pursuant to article 5.3.
Total Category A Cancellation Amount	Means the amount to which the Category A of a Class (or Classes) of Shares repurchased and cancelled pursuant to article 5.3 is entitled in the Total Cancellation Amount of such Class(es), determined pursuant to the provisions of Article 7.
Total Category B Cancellation Amount	Means the amount to which the Category B of a Class (or Classes) of Shares repurchased and cancelled pursuant to article 5.3 is entitled in the Total Cancellation Amount of such Class(es), determined pursuant to the provisions of Article 7.
Total Category C Cancellation Amount	Means the amount to which the Category C of a Class (or Classes) of Shares repurchased and cancelled pursuant to article 5.3 is entitled in the Total Cancellation Amount of such Class(es), determined pursuant to the provisions of Article 7.
Transfers	Means any disposal, or transfer of one or more Shares or any direct, indirect or legal or beneficial right or interest therein in any manner whatsoever including by way of a sale, disposal, transfer, pledge, encumbrance of any kind, charge, assignment or otherwise; and to Transfer, Transferring or Transferred, Transferable shall be construed accordingly.
Underperformance	Means quarterly SSNOCF performance level that is 10% below the Business Plan in the last quarter of 2012, or 15% below the Business Plan in any quarter from and including 1 January 2013 to and including 31 December 2016.
Winding UP	Means the voluntary or involuntary winding up of the Company.

29.2 Any reference in these Articles to a day or a period of days shall mean, in respect of such day or the last day of such period (as appropriate), if that day is not a Business Day, the next Business Day thereafter.

29.3 Any consent, approval or decision of the Category B Shareholders provided under, or in connection with, the terms of these Articles shall be deemed to have been provided upon the consent, approval or decision of Shareholders holding a simple majority of the Category B Shares.

**Art. 30. Sole Shareholder.** If, and as long as one Shareholder holds all the Shares of the Company, the Company shall exist as a single shareholder company, pursuant to article 179 (2) of the Company law; in this case, articles 200-1 and 200-2, among others, of the same law are applicable.

**Art. 31. Applicable law.** For anything not dealt with in the present articles of association, the Shareholders refer to the relevant legislation."

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*Fifth resolution*

The meeting acknowledged the resignation of Marc Lamberty and resolved to reclassify the existing managers of the Company as class A managers and to appoint Jean Marie Bettinger, with professional address at 48, boulevard Grande-Duchesse Charlotte, L-1330 Luxembourg, born on 14<sup>th</sup> March 1973 in Saint-Avold (France) and Alp Saul with professional address at Flatofis kat:2 34050 Halic- stanbul Turkey, born on 6 March 1971 Istanbul (Turkey) as new class B managers so that the board of managers of the Company is from now on composed as follows:

- Yalin Karadogan, Class A Manager
- Daniele Arendt, Class A Manager
- Alp Saul, Class B Manager
- Jean Marie Bettinger, Class B Manager

*Sixth resolution*

The meeting authorised and approved the transfer of seventy two million four hundred and one thousand three hundred fifty-four (72,401,354) shares of Class and Category as listed in the agenda by the Subscriber to Big Properties S.à r.l., a société à responsabilité limitée with registered office at 48, Boulevard Grande-Duchesse Charlotte, L-1330 Luxembourg and registered with the Luxembourg Register de Commerce et des Sociétés under number B145030 and waived any transfer restrictions as may be set forth in the articles of association as amended and restated herein with respect to such transfer.

*Seventh resolution*

The meeting authorised and approved the transfer of seven million six hundred eighty-one thousand five hundred forty-one (7,681,541) shares of Class and Category as listed below by Proteger Holding S.à r.l. to Compagnie Financière de Gestion Luxembourg S.A., a société anonyme (joint stock company) incorporated under the laws with registered office at 40, boulevard Joseph II, L-1840 Luxembourg and registered with the Luxembourg commercial register under number B 18433 and waived any transfer restrictions as may be set forth in the articles of association as amended and restated herein with respect to such transfer.

*Eighth resolution*

The meeting further authorised and approved the transfer of one (1) I-A share, one (1) III-A share, one (1) IV-A share, one (1) V-A share, one (1) VI-A share, one (1) VII-A share, one (1) VIII-A share, one (1) IX-A share and one (1) X-A share by Cinven Fund (UBTI) Limited Partnership to Fifth Cinven Fund (No. 5) Limited Partnership, acting by its General Partner, Cinven Capital Management (V) Limited Partnership Incorporated, in turn acting by its General Partner, Cinven Capital Management (V) General Partner Limited, with place of business at Third Floor, Tudor House, Le Bordage, St Peter Port, GUERNSEY GY1 3PP and waived any transfer restrictions as may be set forth in the articles of association as amended and restated herein with respect to such transfer.

*Expenses*

The costs, expenses, remuneration or charges in any form whatsoever which shall be borne by the Company as a result of the present deed are estimated at six thousand euros.

The undersigned notary, who understands and speaks English, herewith states that at the request of the appearing party hereto these minutes are drafted in English followed by a French translation; at the request of the same appearing party in case of divergences between the English and French version, the English version will be prevailing.

Done in Luxembourg, on the day before mentioned.

After reading these minutes the proxyholder signed together with the notary 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° 2452 du 02 octobre 2012.)*

Signé: R. Beyer, N. Ramik, J. Elvinger

Enregistré à Luxembourg Actes Civils, le 3 août 2012. Relation: LAC/2012/37201. Reçu soixante-quinze euros 75,00 €

Le Receveur (signé): I. Thill.

Référence de publication: 2012110363/1737.

(120148896) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 août 2012.