

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° 1351

7 juin 2013

SOMMAIRE

| | | | |
|---|-------|---|-------|
| ABY S.à r.l. | 64809 | Tamara SPF S.A. | 64816 |
| Amstilux S.A. | 64809 | Telindus | 64816 |
| Angel PEC B1 S.à r.l. | 64818 | The Glove Technology | 64817 |
| Beim Kichekueder S.à r.l. | 64805 | Tradi-Lux S.A. | 64813 |
| Bellerose Investment S.A. | 64805 | Trafford S.à r.l. | 64817 |
| Benimo S.A. | 64809 | Traust Holding S.à r.l. | 64813 |
| BGL BNP Paribas | 64805 | Trican Well Service Ltd., Luxembourg Branch | 64816 |
| Confrérie Gambrinus | 64808 | Trimax S.A. | 64816 |
| Figema S.A. | 64811 | Trindade S.A. | 64815 |
| Lavorel Medicare | 64802 | UBP Multifunds II | 64813 |
| LCL Investments S.A. | 64802 | Valwaste S.à r.l. | 64810 |
| Lux Geoconsulting S.à r.l. | 64802 | Ventos S.A. | 64812 |
| Neosec S.à r.l. | 64821 | Verdot Investments S.à r.l. | 64811 |
| Ontex I S.à r.l. | 64821 | VHC Capital Management S.A. | 64814 |
| Phoenix F1 - Neubrandenburgstrasse | 64805 | Vontobel Europe S.A. | 64811 |
| Rexam Pharma Development S.A. | 64820 | Wert EFV S.à r.l. | 64818 |
| Sipe S.A. | 64818 | Wildmotion S.A. | 64813 |
| SMS Investments | 64817 | Willingen S.A. | 64812 |
| SOCIETE DE DISTRIBUTION AFRICA- NE INTERNATIONALE (en abrégé SDAI) | 64817 | Wimeb SA | 64812 |
| Sofilec | 64815 | Winston Investments Holding S.A. | 64815 |
| Sunstream | 64810 | Winston Investments Holding S.A. | 64814 |

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

Siège social: L-4361 Esch-sur-Alzette, 3, avenue du Rock'n Roll.
R.C.S. Luxembourg B 160.116.

Der Jahresabschluss vom 31.12.2011 wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.
Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.
Echternach, den 22.04.2013.

Référence de publication: 2013051419/10.

(130063262) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 avril 2013.

LCL Investments S.A., Société Anonyme.

Siège social: L-1471 Luxembourg, 412F, route d'Esch.
R.C.S. Luxembourg B 158.072.

Les comptes annuels au 31 décembre 2012 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: 2013051413/9.

(130063335) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 avril 2013.

Lavorel Medicare, Société Anonyme.

Siège social: L-1118 Luxembourg, 23, rue Aldringen.
R.C.S. Luxembourg B 170.991.

L'AN DEUX MILLE TREIZE, LE HUIT AVRIL.

Par-devant Maître Cosita DELVAUX, notaire de résidence à Redange-sur-Attert.

S'est réunie l'assemblée générale extraordinaire de la société anonyme luxembourgeoise dénommée "LAVOREL MEDICARE", ayant son siège social à L-1118 Luxembourg, 23 rue Aldringen, constituée suivant acte reçu par Maître Gérard LECUIT en date du 10 août 2012, acte publié au Mémorial C, Recueil des Sociétés et Associations, numéro 2326 du 19 septembre 2012, et immatriculée au R.C.S. Luxembourg sous le numéro B 170991.

Les statuts ont été modifiés suivant acte reçu par Maître Joseph ELVINGER, notaire de résidence à Luxembourg en date du 29 août 2012, acte publié au Mémorial C, Recueil des Sociétés et Associations, numéro 2433 du 29 septembre 2012.

Ladite société a un capital social actuel de EUR 20.078.610,- (vingt millions soixante-dix-huit mille six cent dix euros), représenté par 20.078.610 (vingt millions soixante-dix-huit mille six cent dix) actions d'une valeur nominale de EUR 1,- (un euro) chacune, toutes entièrement libérées.

L'assemblée est présidée par Maître Michaël Dandois, avocat à la cour, élisant domicile au 23, rue Jean Jaurès, L-1836 Luxembourg.

Le Président désigne comme secrétaire Madame Jessy Bouché, employée privée, élisant domicile au 23, rue Jean Jaurès, L-1836 Luxembourg.

L'assemblée appelle aux fonctions de scrutateur Maître Michaël Dandois, avocat à la cour, élisant domicile au 23, rue Jean Jaurès, L-1836 Luxembourg.

Le bureau ainsi constitué, dresse la liste de présence laquelle, après avoir été signée «ne varietur» par les actionnaires présents ou représentés ainsi que par les membres du bureau et le notaire instrumentant, restera annexée au présent procès-verbal ensemble pour être soumis à la formalité du timbre et de l'enregistrement.

Ensuite, le président déclare et prie le notaire d'acter ce qui suit:

I.- Que les 20.078.610 (vingt millions soixante-dix-huit mille six cent dix) actions chacune d'une valeur nominale EUR 1,- (un euro) représentatives de l'intégralité du capital social de EUR 20.078.610,-(vingt millions soixante-dix-huit mille six cent dix euros) sont dûment représentées à la présente assemblée qui en conséquence est régulièrement constituée et peut délibérer et décider valablement sur les différents points portés à l'ordre du jour, sans convocation préalable.

II.- Que l'ordre du jour de la présente assemblée est conçu comme suit:

1. Augmentation du capital souscrit avec renonciation au droit de souscription préférentiel d'un montant de EUR 2.230.957,- (deux millions deux cent trente mille neuf cent cinquante-sept euros) pour augmenter le capital souscrit de son montant actuel de EUR 20.078.610,- (vingt millions soixante-dix-huit mille six cent dix euros) à EUR 22.309.567,- (vingt-deux millions trois cent neuf mille cinq cent soixante-sept euros) avec paiement concomitant d'une prime d'émission totale de EUR 223.095,70 (deux cent vingt-trois mille quatre-vingt-quinze euros et soixante-dix cents) par l'émission de 2.230.957 (deux millions deux cent trente mille neuf cent cinquante-sept) actions nouvelles d'une valeur nominale de EUR 1,- (un euro) chacune, intégralement libérées;

2. Modification du premier alinéa de l'article 5 des statuts qui aura dorénavant la teneur suivante:

«Le capital social est fixé à EUR 22.309.567,- (vingt-deux millions trois cent neuf mille cinq cent soixante-sept euros), représenté par 22.309.567 (vingt-deux millions trois cent neuf mille cinq cent soixante-sept) actions d'une valeur nominale de EUR 1,- (un euro) chacune.»;

3. Suppression des alinéas 2 à 9 de l'article 5 comprenant toutes les dispositions relatives à la présence d'un capital autorisé;

4. Nomination d'un nouvel administrateur de catégorie A;

5. Divers.

L'assemblée, après s'être reconnue régulièrement constituée, a approuvé l'exposé de Monsieur le Président et a abordé l'ordre du jour.

Après délibération, l'assemblée a pris à l'unanimité des voix et séparément les résolutions suivantes:

Première résolution

L'assemblée décide d'augmenter le capital social avec renonciation au droit de souscription préférentiel à concurrence de EUR 2.230.957,- (deux millions deux cent trente mille neuf cent cinquante-sept euros) pour augmenter le capital souscrit de son montant actuel de EUR 20.078.610,- (vingt millions soixante-dix-huit mille six cent dix euros) à EUR 22.309.567,- (vingt-deux millions trois cent neuf mille cinq cent soixante-sept euros) avec paiement d'une prime d'émission de EUR 223.095,70 (deux cent vingt-trois mille quatre-vingt-quinze euros et soixante-dix cents) par l'émission de 2.230.957 (deux millions deux cent trente mille neuf cent cinquante-sept) actions nouvelles d'une valeur nominale de EUR 1,- (un euro) chacune bénéficiant des droits et obligations prévues par les Statuts.

A l'instant interviennent tous les actionnaires existants repris dans la liste de présence et représentés comme il est indiqué sur la liste de présence, lesquels, présents ou représentés comme il est dit, déclarent avoir parfaite connaissance de la présente augmentation de capital, des informations financières et comptables de l'opération et des conséquences résultant de la renonciation à leur droit de souscription préférentiel au profit du souscripteur ci-après désigné; tous les actionnaires existants déclarent renoncer, individuellement et de manière expresse et irrévocable, à leur droit de souscription préférentielle.

L'assemblée générale, ayant pris acte de la renonciation expresse de tous les actionnaires existants à leur droit de souscription préférentiel, déclare accepter à la souscription des actions nouvelles

- MPL 1, société à responsabilité limitée de droit luxembourgeois, sise au 6, rue Adolphe, L-1116 Luxembourg, constituée en date du 29 mars 2013 et en cours d'immatriculation au Registre de Commerce et des Sociétés de Luxembourg, dûment représentée par un gérant A, MERIEUX PARTICIPATIONS, société par actions simplifiées de droit français ayant son siège social au 17, rue Bourgelat, F-69002 Lyon, immatriculée au RCS de Lyon sous le numéro 522 265 933, elle-même représentée par Monsieur François Valencony, représentant permanent de la société MERIEUX PARTICIPATIONS et par un gérant B, Monsieur Laurent Heiliger en vertu d'une procuration datée du 5 avril 2013, laquelle procuration après avoir été signée «ne varietur» restera annexée au présent acte avec lequel elle sera soumise à la formalité du timbre et de l'enregistrement. Lequel comparant, après avoir reçu lecture de tout ce qui précède, déclare avoir parfaite connaissance des statuts de la société "LAVOREL MEDICARE S.A.", et l'assemblée générale déclare accepter la société MPL 1, prénommée, à libérer intégralement cette souscription à concurrence de 2.230.957 (deux millions deux cent trente mille neuf cent cinquante-sept) actions nouvelles d'une valeur nominale de EUR 1,- (un euro) par action, au moyen d'un apport en numéraire de EUR 2.230.957,- (deux millions deux cent trente mille neuf cent cinquante-sept euros) avec paiement d'une prime d'émission de EUR 223.095,70 (deux cent vingt-trois mille quatre-vingt-quinze euros et soixante-dix cents).

Souscription - Libération

Alors est intervenu:

MPL 1, précitée lequel souscripteur, représentée comme il est dit ci-avant, déclare souscrire à 2.230.957 (deux millions deux cent trente mille neuf cent cinquante-sept) actions nouvelles d'une valeur nominale de EUR 1,- (un euro) par action, intégralement libérées au moyen d'un apport en numéraire représentant EUR 2.230.957,- (deux millions deux cent trente mille neuf cent cinquante-sept euros) avec paiement d'une prime d'émission de EUR 223.095,70 (deux cent vingt-trois mille quatre-vingt-quinze euros et soixante-dix cents).

Le montant total de EUR 2.230.957,- (deux millions deux cent trente mille neuf cent cinquante-sept euros) au titre de capital et le montant de EUR 223.095,70 (deux cent vingt-trois mille quatre-vingt-quinze euros et soixante-dix cents) correspondant à la prime d'émission, ont été libérés par un paiement en espèces d'un montant total de 2.454.052,70 (deux millions quatre cent cinquante-quatre euros soixante-dix cents), ainsi qu'il en a été prouvé au notaire instrumentant qui le constate expressément.

Deuxième résolution

L'assemblée, suite à la résolution qui précède, décide de modifier le premier alinéa de l'article 5 des statuts pour lui donner la teneur nouvelle suivante:

«Le capital social est fixé à EUR 22.309.567,- (vingt-deux millions trois cent neuf mille cinq cent soixante-sept euros), représenté par 22.309.567 (vingt-deux millions trois cent neuf mille cinq cent soixante-sept) actions d'une valeur nominale de EUR 1,- (un euro) chacune.»

Troisième résolution

L'assemblée, décide de supprimer les alinéas 2 à 9 de l'article 5 comprenant toutes les dispositions relatives à la présence d'un capital autorisé, de sorte que la société ne dispose plus d'aucun capital autorisé.

En conséquence, l'article 5 des statuts est désormais rédigé comme suit:

«Le capital social est fixé à EUR 22.309.567,- (vingt-deux millions trois cent neuf mille cinq cent soixante-sept euros), représenté par 22.309.567,- (vingt-deux millions trois cent neuf mille cinq cent soixante-sept) actions d'une valeur nominale de EUR 1,- (un euro) chacune.

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

Les titres peuvent aussi être nominatifs ou au porteur, au gré de l'actionnaire.

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

Quatrième résolution

L'assemblée nomme aux fonctions d'administrateur de catégorie A jusqu'à l'assemblée générale qui se tiendra en 2017:

- la société MPL 1, ayant son siège social au 6, rue Adolphe, L-1116 Luxembourg, ayant pour représentant permanent Monsieur François Valencony, né le 13 septembre 1973, demeurant professionnellement au 17, rue Bourgelat, 69002 Lyon.

De sorte que le conseil d'administration de la société sera composé comme suit jusqu'à l'assemblée générale qui se tiendra en 2017:

Administrateurs de catégorie A:

- Lavorel Développement S.A., ayant son siège social au 23, rue Aldringen, L-1118 Luxembourg, Président du conseil d'administration.

- Monsieur Jean-Claude Lavorel, demeurant professionnellement au 23, rue Aldringen, L-1118 Luxembourg.

- Monsieur Stanislas Lavorel, demeurant professionnellement au 23, rue Aldringen, L-1118 Luxembourg.

- MPL 1, ayant son siège social au 6, rue Adolphe, L-1116 Luxembourg, représentée par Monsieur François Valencony.

Administrateurs de catégorie B:

- Maître Michaël Dandois, demeurant professionnellement au 23, rue Jean Jaurès, L-1836 Luxembourg.

- Maître Antoine Meynial, demeurant professionnellement au 23, rue Jean Jaurès, L-1836 Luxembourg.

Déclaration - Evaluation des frais

Le notaire soussigné déclare conformément aux dispositions de l'article 32-1 de la loi coordonnée sur les sociétés que les conditions requises pour l'augmentation de capital, telles que contenues à l'article 26, ont été remplies.

Le montant des dépenses, frais, rémunérations et charges qui pourraient incomber à la société ou être mis à sa charge, suite à l'augmentation de capital qui précède, est estimé approximativement à EUR 3.000.-.

Clôture

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

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

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

Signé: M. DANDOIS, J. BOUCHE, L. HEILIGER, C. DELVAUX.

Enregistré à Redange/Attert, le 09 avril 2013. Relation: RED/2013/559. Reçu soixante-quinze euros 75,00 €

Le Receveur (signé): T. KIRSCH.

POUR EXPEDITION CONFORME, délivrée aux fins de dépôt au Registre de Commerce et des Sociétés de Luxembourg et aux fins de publication au Mémorial C, Recueil des Sociétés et Associations.

Redange-sur-Attert, le 15 avril 2013.

M^e Cosita DELVAUX.

Référence de publication: 2013048748/143.

(130059640) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 avril 2013.

Beim Kichekueder S.à.r.l., Société à responsabilité limitée.

Siège social: L-7440 Lintgen, 8A, rue de Diekirch.

R.C.S. Luxembourg B 37.827.

Les comptes annuels au 31 décembre 2012 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: 2013051149/10.

(130063230) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 avril 2013.

Bellerose Investment S.A., Société Anonyme.

Siège social: L-2661 Luxembourg, 44, rue de la Vallée.

R.C.S. Luxembourg B 104.320.

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: 2013051151/9.

(130062601) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 avril 2013.

BGL BNP Paribas, Société Anonyme.

Siège social: L-1855 Luxembourg, 50, avenue J.F. Kennedy.

R.C.S. Luxembourg B 6.481.

Les comptes annuels au 31.12.2012 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.

Françoise MARX / Martine MULLER.

Référence de publication: 2013051155/10.

(130062510) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 avril 2013.

Phoenix F1 - Neubrandenburgstrasse, Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-2163 Luxembourg, 35, avenue Monterey.

R.C.S. Luxembourg B 108.721.

In the year two thousand thirteen, on the ninth day of April.

Before Maître Léonie GRETHEN, notary residing in Luxembourg, Grand Duchy of Luxembourg.

THERE APPEARED:

PHOENIX HOLDCO 1 S.à r.l., a limited liability company (société à responsabilité limitée) incorporated under the laws of Luxembourg, having a share capital of twelve thousand five hundred euro (EUR 12,500.-), its registered office at 35, avenue Monterey, L-2163 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B 152589,

hereby represented by Maître Sophie ARVIEUX, lawyer, residing in Luxembourg, by virtue of a proxy given on 8 April 2013,

and

PHOENIX HOLDCO 2 GmbH & Co. KG, a company incorporated under the laws of Germany, having its registered office at Niedenu 61-63, D-60325 Frankfurt am Main, and registered with the commercial register of the district court of Frankfurt am Main (Germany) under number HRA 45772,

hereby represented by Maître Sophie ARVIEUX, lawyer, residing in Luxembourg, by virtue of a proxy given on 8 April 2013,

the appearing parties being hereinafter collectively referred to as the "Shareholders".

The above mentioned proxies, signed by the appearing persons and the undersigned notary, shall remain annexed to the present deed.

The Shareholders have requested the undersigned notary to record that the Shareholders are the sole shareholders of Phoenix F1 - Neubrandenburgstrasse, a limited liability company (société à responsabilité limitée) governed by the laws of the Grand Duchy of Luxembourg, having a share capital of twelve thousand five hundred euro (EUR 12,500.-), whose registered office is at 35, avenue Monterey, L-2163 Luxembourg, Grand Duchy of Luxembourg, incorporated following

a deed of Maître Jean-Joseph Wagner, notary residing in Sanem, Grand Duchy of Luxembourg, of 17 June 2005, published in the Mémorial C, Recueil des Sociétés et Associations number 1168 of 8 November 2005 and registered with the Luxembourg Register of Commerce and Companies under number B 108721 (the "Company"). The articles of association of the Company have not yet been amended.

The Shareholders, represented as above mentioned, have recognised to be duly and fully informed of the resolutions to be taken on the basis of the following agenda:

Agenda

1. To amend article two (2) of the articles of association of the Company which shall read as follows:

" **Art. 2.** The object of the Company is the acquisition of equity stakes, in Luxembourg or abroad, in any companies or enterprises in any form whatsoever and the management of such equity stakes. The Company may in particular acquire by subscription, purchase, and exchange or in any other way, any stock, securities, bonds, debentures, certificates of deposit or other debt instruments and more generally any securities and financial instruments issued by any public or private entity whatsoever. It may participate in the creation, development, management and control of any company or enterprise. It may further invest in the acquisition and management of a portfolio of patents or other intellectual property rights of any nature or origin whatsoever.

The purpose of the Company includes in particular the acquisition, development, promotion, sale, management and/or lease of immovable properties either in the Grand Duchy of Luxembourg or abroad as well as all operations relating to immovable properties, including the direct or indirect holding of equities in Luxembourg or foreign companies, having as principal object the acquisition, development, promotion, sale, management and/or lease of immovable properties.

The Company may borrow in any form except by way of public offer. The Company may issue, by means of private investment, shares, bonds and other securities representing debts or credits. The Company may lend funds including the proceeds of any borrowings and/or issues of debt securities to its subsidiaries, affiliated companies or to any other company. It may also grant guarantees and stand security in favour of third parties, to secure its obligations or the obligations of its subsidiaries, affiliated companies or any other company. The Company may further pledge, transfer, encumber or otherwise issue guarantees over all or over some of its assets.

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

2. Miscellaneous

The Shareholders have requested the undersigned notary to record the following resolution:

Sole resolution

The Shareholders resolved to amend article two (2) of the articles of association of the Company which will from now on read as follows:

" **Art. 2.** The object of the Company is the acquisition of equity stakes, in Luxembourg or abroad, in any companies or enterprises in any form whatsoever and the management of such equity stakes. The Company may in particular acquire by subscription, purchase, and exchange or in any other way, any stock, securities, bonds, debentures, certificates of deposit or other debt instruments and more generally any securities and financial instruments issued by any public or private entity whatsoever. It may participate in the creation, development, management and control of any company or enterprise. It may further invest in the acquisition and management of a portfolio of patents or other intellectual property rights of any nature or origin whatsoever.

The purpose of the Company includes in particular the acquisition, development, promotion, sale, management and/or lease of immovable properties either in the Grand Duchy of Luxembourg or abroad as well as all operations relating to immovable properties, including the direct or indirect holding of equities in Luxembourg or foreign companies, having as principal object the acquisition, development, promotion, sale, management and/or lease of immovable properties.

The Company may borrow in any form except by way of public offer. The Company may issue, by means of private investment, shares, bonds and other securities representing debts or credits. The Company may lend funds including the proceeds of any borrowings and/or issues of debt securities to its subsidiaries, affiliated companies or to any other company. It may also grant guarantees and stand security in favour of third parties, to secure its obligations or the obligations of its subsidiaries, affiliated companies or any other company. The Company may further pledge, transfer, encumber or otherwise issue guarantees over all or over some of its assets.

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

Expenses

The expenses, costs, remuneration or charges in any form whatsoever, which shall be borne by the Company as a result of the present deed, are estimated at approximately EUR 1,000.- (one thousand Euro).

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

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

The document having been read to the proxyholder of the persons appearing, who is known to the notary by his surname, first name, civil status and residence, the said person signed together with the notary this original deed.

Suit la traduction française de ce qui précède:

L'an deux mille treize, le neuvième jour du mois d'avril.

Par-devant Maître Léonie GRETHEN, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg,

ONT COMPARU:

PHOENIX HOLDCO I S.à r.l., une société à responsabilité limitée de droit luxembourgeois, ayant un capital social de douze mille cinq cents euros (EUR 12.500,-), son siège social au 35, avenue Monterey, L-2163 Luxembourg, Grand-Duché de Luxembourg et immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 152589,

représentée aux fins des présentes par Maître Sophie ARVIEUX, avocat, demeurant à Luxembourg, aux termes d'une procuration donnée le 8 avril 2013,

et

PHOENIX HOLDCO 2 GmbH & Co. KG, une société de droit allemand, ayant son siège social au Niedenau 61-63, D-60325 Frankfurt am Main, Allemagne et immatriculée auprès du registre de commerce du tribunal d'arrondissement de Frankfurt am Main (Allemagne) sous le numéro HRA 45772,

représentée aux fins des présentes par Maître Sophie ARVIEUX, avocat, demeurant à Luxembourg, aux termes d'une procuration donnée le 8 avril 2013,

les comparants étant ci-après collectivement dénommés les «Associés».

Les procurations susmentionnées, signées par les comparants et le notaire soussigné, resteront annexées aux présentes.

Les Associés ont requis le notaire soussigné d'acter que les Associés sont les seuls associés de Phoenix F1 - Neuenbrandenburgstrasse, une société à responsabilité limitée régie par le droit luxembourgeois, ayant un capital social de douze mille cinq cents euros (EUR 12.500,-), dont le siège social est au 35, avenue Monterey, L-2163 Luxembourg, Grand-Duché de Luxembourg, constituée suivant acte de Maître Jean-Joseph Wagner, notaire de résidence à Sanem, Grand-Duché de Luxembourg, en date du 17 Juin 2005, publié au Mémorial C, Recueil des Sociétés et Associations sous le numéro 1168 du 8 novembre 2005 et immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 108721 (la «Société»). Les statuts de la Société n'ont pas encore été modifiés.

Les Associés, représentés comme indiqué ci-avant, ont reconnu avoir été dûment et pleinement informés des décisions à intervenir sur base de l'ordre du jour suivant:

Ordre du jour:

1. Modification de l'article deux (2) des statuts de la Société pour lui donner la teneur suivante:

" **Art. 2.** La Société a pour objet la prise de participations, tant au Luxembourg qu'à l'étranger, dans d'autres sociétés ou entreprises sous quelque forme que ce soit et la gestion de ces participations. La Société pourra en particulier acquérir par souscription, achat, et échange ou de toute autre manière tous titres, actions et autres valeurs de participation, obligations, créances, certificats de dépôt et en général toutes valeurs ou instruments financiers émis par toute entité publique ou privée. Elle pourra participer à la création, au développement, à la gestion et au contrôle de toute société ou entreprise. Elle pourra en outre investir dans l'acquisition et la gestion d'un portefeuille de brevets ou d'autres droits de propriété intellectuelle de quelque nature ou origine que ce soit.

L'objet social de la Société inclut également l'acquisition, le développement, la promotion, la vente, la gestion et/ou la location de biens immobiliers au Grand-Duché de Luxembourg ou à l'étranger ainsi que toutes opérations immobilières, en ce inclus, la détention directe ou indirecte de participations dans des sociétés luxembourgeoises ou étrangères, dont l'objet principal est l'acquisition, le développement, la promotion, la vente, la gestion et/ou la location de biens immobiliers.

La Société pourra emprunter sous quelque forme que ce soit sauf par voie d'offre publique. Elle pourra procéder, par voie de placement privé, à l'émission de parts, d'obligations et d'autres titres représentatifs d'emprunts ou de créances. La Société pourra prêter des fonds, y compris ceux résultant des emprunts et/ou des émissions d'obligations, à ses filiales, sociétés affiliées et à toute autre société. Elle pourra également consentir des garanties ou des sûretés au profit de tierces personnes afin de garantir ses obligations ou les obligations de ses filiales, sociétés affiliées ou de toute autre société. La Société pourra en outre gager, nantir, céder, grever de charges toute ou partie de ses avoirs ou créer, de toute autre manière, des sûretés portant sur toute ou partie de ses avoirs.

La Société pourra accomplir toutes opérations commerciales, financières ou industrielles qui directement ou indirectement favorisent, ou se rapportent à, la réalisation de son objet social.»

2. Divers.

Les Associés ont requis le notaire soussigné d'acter la résolution suivante:

Résolution unique

Les Associés décident de modifier l'article deux (2) des statuts de la Société qui aura désormais la teneur suivante:

" **Art. 2.** La Société a pour objet la prise de participations, tant au Luxembourg qu'à l'étranger, dans d'autres sociétés ou entreprises sous quelque forme que ce soit et la gestion de ces participations. La Société pourra en particulier acquérir par souscription, achat, et échange ou de toute autre manière tous titres, actions et autres valeurs de participation, obligations, créances, certificats de dépôt et en général toutes valeurs ou instruments financiers émis par toute entité publique ou privée. Elle pourra participer à la création, au développement, à la gestion et au contrôle de toute société ou entreprise. Elle pourra en outre investir dans l'acquisition et la gestion d'un portefeuille de brevets ou d'autres droits de propriété intellectuelle de quelque nature ou origine que ce soit.

L'objet social de la Société inclut également l'acquisition, le développement, la promotion, la vente, la gestion et/ou la location de biens immobiliers au Grand-Duché de Luxembourg ou à l'étranger ainsi que toutes opérations immobilières, en ce inclus, la détention directe ou indirecte de participations dans des sociétés luxembourgeoises ou étrangères, dont l'objet principal est l'acquisition, le développement, la promotion, la vente, la gestion et/ou la location de biens immobiliers.

La Société pourra emprunter sous quelque forme que ce soit sauf par voie d'offre publique. Elle pourra procéder, par voie de placement privé, à l'émission de parts, d'obligations et d'autres titres représentatifs d'emprunts ou de créances. La Société pourra prêter des fonds, y compris ceux résultant des emprunts et/ou des émissions d'obligations, à ses filiales, sociétés affiliées et à toute autre société. Elle pourra également consentir des garanties ou des sûretés au profit de tierces personnes afin de garantir ses obligations ou les obligations de ses filiales, sociétés affiliées ou de toute autre société. La Société pourra en outre gager, nantir, céder, grever de charges toute ou partie de ses avoirs ou créer, de toute autre manière, des sûretés portant sur toute ou partie de ses avoirs.

La Société pourra accomplir toutes opérations commerciales, financières ou industrielles qui directement ou indirectement favorisent, ou se rapportent à, la réalisation de son objet social.»

Frais

Les dépenses, frais, rémunérations et charges, sous quelque forme que ce soit, qui seront supportés par la Société en conséquence du présent acte, sont estimés approximativement à EUR 1.000,- (mille euros).

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

Le notaire soussigné, qui comprend et parle l'anglais, constate par les présentes, qu'à la requête des comparants, le présent acte est rédigé en anglais suivi d'une version française; à la requête des mêmes comparants et en cas de divergences entre les textes anglais et français, la version anglaise fera foi.

Lecture du présent acte faite et interprétation donnée aux comparants connus du notaire soussigné par leurs noms, prénom usuel, état et demeure, ils ont signé avec Nous, notaire, le présent acte.

Signé: Arvieux, GRETHEN.

Enregistré à Luxembourg Actes Civils, le 10 avril 2013. Relation: LAC/2013/16528. Reçu soixante-quinze euros (75,00 €).

Le Receveur (signé): Irène Thill.

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

Luxembourg, le 15 avril 2013.

Référence de publication: 2013048843/179.

(130059359) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 avril 2013.

Confrérie Gambrinus, Association sans but lucratif.

Siège social: L-9516 Wiltz, Château de Wiltz.

R.C.S. Luxembourg F 4.816.

Il résulte du procès-verbal de l'assemblée générale extraordinaire de la Confrérie Gambrinus a.s.b.l. tenue en date du 18 avril 2013 que l'assemblée générale, statuant aux conditions de quorum et de majorité prévues par la loi et les statuts, a décidé de modifier les articles 15, 21 et 22 des statuts pour leur donner la teneur suivante:

Art. 15. "L'Association est dirigée par un Conseil d'Administration composé de trois membres au moins et de douze membres au plus."

Art. 21. "Le Conseil d'Administration établit son règlement intérieur.

Il répartit les charges entre ses membres. Il désignera un Président, un Trésorier en charge de la tenue des comptes et de la trésorerie de l'Association ainsi qu'un Secrétaire Général en charge de son secrétariat. Il pourra attribuer d'autres charges parmi ses membres, et désigner notamment un ou plusieurs Vice-Présidents et Secrétaires Adjoins. Le cumul

de charges dans le chef d'un même membre du Conseil d'Administration est possible, sauf pour les charges du Président et du Trésorier, qui devront, en tout état de cause, être assurées par deux personnes distinctes."

Art. 22. "Le Conseil d'Administration pourra former un Comité Exécutif chargé de la gestion journalière de l'Association et composé du Président, du Trésorier et du Secrétaire Général."

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

Pour la Confrérie Gambrinus a.s.b.l

Signature

Mandataire spécial

Référence de publication: 2013052360/24.

(130063835) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Benimo S.A., Société Anonyme.

Siège social: L-8832 Rombach-Martelange, 14, route de Bigonville.

R.C.S. Luxembourg B 123.990.

Par jugement rendu en date du 17 avril 2013, le Tribunal d'Arrondissement de et à Diekirch, siégeant en matière commerciale, a ordonné en vertu de l'article 203 de la loi du 10 août 1915 concernant les sociétés commerciales la dissolution et la liquidation de

la société anonyme BENIMO S.A., établie et ayant son siège social à L-8832 ROMBACH, 14, route de Bigonville, inscrite au registre de commerce et des sociétés de et à Diekirch sous le numéro B 123990.

Le même jugement a nommé juge-commissaire Monsieur Jean-Claude WIRTH, juge au Tribunal d'Arrondissement de et à Diekirch, et liquidateur Maître Nathalie HENGEN, Avocat à la Cour, demeurant à L-9376 HOSCHEID, 10, Braaken.

Le Tribunal d'Arrondissement de et à Diekirch a déclaré applicables les dispositions légales relatives à la liquidation de la faillite et a dit que le présent jugement est exécutoire par provision.

Le Tribunal d'Arrondissement de et à Diekirch a également mis les frais à charge de la société, sinon, en cas d'absence ou d'insuffisance d'actif, à charge du Trésor.

Pour extrait conforme

Me Nathalie HENGEN

Le liquidateur

Référence de publication: 2013052356/21.

(130063607) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Amstilux S.A., Société Anonyme.

R.C.S. Luxembourg B 27.427.

CLÔTURE DE LIQUIDATION

Par jugement du 13 décembre 2012, le Tribunal d'arrondissement de et à Luxembourg, siégeant en matière commerciale, a déclaré closes pour absence d'actif les opérations de liquidation de:

- la société anonyme AMSTILUX S.A., enregistrée auprès du Registre du Commerce et des sociétés de Luxembourg sous le numéro B 27427, dont le siège social établi à L-1931 Luxembourg, 55 avenue de la Liberté, a été dénoncé en date du 30 novembre 2004.

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

Fait à Luxembourg, le 23 avril 2013.

Pour extrait conforme

Maître Isabelle Jurain

Le liquidateur

Référence de publication: 2013052355/17.

(130064046) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

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

Siège social: L-6720 Grevenmacher, 36, rue de l'Eglise.

R.C.S. Luxembourg B 160.661.

Extrait du procès-verbal de l'Assemblée Générale Extraordinaire du 22 Avril 2013

Les associés de la société à responsabilité limitée ABY SARL, réunis en assemblée générale extraordinaire, conformément aux prescriptions légales et statutaires, ont adopté à l'unanimité les résolutions suivantes:

L'assemblée générale extraordinaire décide et accepte la cession libre des parts sociales entre les associés Monsieur Abderrahim HAJAB, commerçant, né le 20 avril 1969 à Casablanca (Maroc), demeurant 36, rue de l'église L-6720 Grevenmacher, qui cède Trois mille (3000) parts sociales au profit de Madame Ilaria Anna PRETO, ouvrière, née le 17 mai 1968 à Valdagno (VI) (Italie), demeurant 36, rue de l'église L-6720 Grevenmacher.

La nouvelle répartition du capital social est comme suit:

| | |
|--|---|
| - Madame Ilaria Anna PRETO - ouvrière - | Neuf mille trois cent soixante quinze (9375) parts sociales, soit 75 % du total des parts. |
| - Monsieur Abderrahim HAJAB - gérant technique - | Trois mille cent vingt cinq (3125) parts sociales soit 25 % du total des parts. |
| Total: | Douze mille cinq cent (12.500) parts sociales |

La société est valablement engagée par la seule signature du gérant unique Monsieur HAJAB.

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

Grevenmacher, le 22 Avril 2013.

HAJAB Abderrahim / PRETO Ilaria Anna.

Référence de publication: 2013052354/23.

(130063627) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Sunstream, Société Anonyme.

Capital social: EUR 31.000,00.

Siège social: L-8308 Capellen, 75, Parc d'Activités.

R.C.S. Luxembourg B 176.737.

Extrait des résolutions de l'Associé Unique prises en date du 19 avril 2013

L'Associé Unique décide de nommer Monsieur Roberto CORTES, né le 29 décembre 1966 à Guayaquil (Equateur), avec adresse professionnelle à FL-33149 Miami (Etats Unis d'Amérique), 3, Coconut Lane, Key Biscayne, au poste d'administrateur de classe A avec effet immédiat. Son mandat prendra fin lors de l'assemblée générale des actionnaires devant se tenir en 2019.

L'Associé Unique décide de nommer Monsieur Juan Carlos CORTES, né le 24 février 1978 à Guayaquil (Equateur), avec adresse professionnelle à FL-33149 Miami (Etats Unis d'Amérique), 512, Glenridge Road, Key Biscayne, au poste d'administrateur de classe A avec effet immédiat. Son mandat prendra fin lors de l'assemblée générale des actionnaires devant se tenir en 2019.

L'Associé Unique décide de nommer Monsieur Roberto CORTES RUEDA, né le 24 janvier 1944 à Esmeraldas (Equateur), avec adresse professionnelle à 090150 Guayaquil (Equateur), 690, Olmos Avenue, Lomas de Urdesa au poste d'administrateur de classe B avec effet immédiat. Son mandat prendra fin lors de l'assemblée générale des actionnaires devant se tenir en 2019.

L'Associé Unique décide de nommer Monsieur Ernesto WEISSON, né le 10 février 1968 à Washington (Etats Unis d'Amérique), avec adresse professionnelle à FL-33149 Miami (Etats Unis d'Amérique), 4, Coconut Lane, Key Biscayne au poste d'administrateur de classe B avec effet immédiat. Son mandat prendra fin lors de l'assemblée générale des actionnaires devant se tenir en 2019.

La Société sera valablement engagée par la signature conjointe d'un administrateur de class A et d'un administrateur de classe B.

L'Associé Unique prend acte de la démission de la société à responsabilité limitée TITAN Sàrl de sa fonction d'administrateur avec effet immédiat.

Fait à Capellen.

Certifié conforme

Référence de publication: 2013052268/31.

(130064105) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

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

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

R.C.S. Luxembourg B 169.359.

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.

Luxembourg, le 22 avril 2013.

Référence de publication: 2013052311/10.

(130063657) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Verdot Investments S.à r.l., Société à responsabilité limitée.**Capital social: EUR 20.000,00.**

Siège social: L-2520 Luxembourg, 9, allée Scheffer.

R.C.S. Luxembourg B 164.527.

Il résulte du procès-verbal des résolutions adoptées par le Conseil de Gérance de la Société au siège social en date du 22 avril 2013, la décision de nommer un nouveau gérant.

Nom: Astruc
Prénom (s): Aurélie, Marie-Francine
Née le: 8 avril 1977 à Paris (14^e)
Adresse professionnelle: 9, allée Scheffer
L-2520 Luxembourg
Date de nomination: 22 avril 2013
Durée: indéterminée

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

Fait à Luxembourg, le 22 avril 2013.

Certifié conforme et sincère

Pour la Société

Manfred Zisselsberger

Gérant

Référence de publication: 2013052312/23.

(130063673) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Figema S.A., Société Anonyme.

Siège social: L-9991 Weiswampach, 104, route de Stavelot.

R.C.S. Luxembourg B 106.459.

Par jugement rendu en date du 17 avril 2013, le Tribunal d'Arrondissement de et à Diekirch, siégeant en matière commerciale, a ordonné en vertu de l'article 203 de la loi du 10 août 1915 concernant les sociétés commerciales, la dissolution et la liquidation de

la société anonyme FIGEMA S.A., établie et ayant son siège social à L-9991 WEISWAMPACH, 104, route de Stavelot (act. 15, Gruss Strooss), inscrite au Registre de Commerce et des Sociétés sous le numéro B 106 459.

Le même jugement a nommé Juge-Commissaire Monsieur Jean-Claude WIRTH, juge au Tribunal d'Arrondissement de et à Diekirch, et liquidateur Maître Daniel BAULISCH, Avocat à la Cour, demeurant à L-9225 Diekirch, 9, rue de l'Eau.

Le Tribunal d'Arrondissement de et à Diekirch a déclaré applicables les dispositions légales relatives à la liquidation de la faillite et a dit que le présent jugement est exécutoire par provision.

Le Tribunal d'Arrondissement de et à Diekirch a également mis les frais à charge de la société, sinon, en cas d'absence ou d'insuffisance d'actif, à charge du Trésor.

Pour extrait conforme

Me Daniel BAULISCH

Le liquidateur

Référence de publication: 2013052365/21.

(130063774) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Vontobel Europe S.A., Société Anonyme.

Siège social: L-1450 Luxembourg, 1, Côte d'Eich.

R.C.S. Luxembourg B 78.142.

Le bilan au 31 décembre 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.

Luxembourg, le 22 avril 2013.

Référence de publication: 2013052313/10.

(130063987) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Ventos S.A., Société Anonyme.

Siège social: L-1368 Luxembourg, 40, rue du Curé.

R.C.S. Luxembourg B 49.346.

L'Assemblée générale ordinaire du 19 avril 2013 a décidé de:

- De réduire le nombre d'administrateur de sept à quatre,

- De renouveler les mandats de:

* M. Pere Portabella Rafols, administrateur pour une durée de trois ans jusqu'à l'issue de l'Assemblée générale ordinaire de 2016. Monsieur Pere Portabella Rafols est confirmé dans sa fonction de Président du Conseil d'administration.

* M. Ricardo Portabella, administrateur pour une durée de trois ans jusqu'à l'issue de l'Assemblée générale ordinaire de 2016. Monsieur Ricardo Portabella Peralta est confirmé dans ses fonctions de Vice-président et administrateur délégué.

* M. Rafael Jiménez López, administrateur pour une durée de trois ans jusqu'à l'issue de l'Assemblée générale ordinaire de 2016. Monsieur Rafael Jiménez López est confirmé dans ses fonctions d'administrateur délégué.

* Mme Sandra Pasti, administrateur pour une durée de trois ans jusqu'à l'issue de l'Assemblée générale ordinaire de 2016. Mme Sandra Pasti est confirmée dans ses fonctions de secrétaire du Conseil d'administration.

- De nommer HRT Révision S.A., pour la révision des comptes sociaux se clôturant au 31 décembre 2013. Le mandat du Réviseur d'entreprises agréée expirera à l'issue de l'Assemblée générale ordinaire annuelle de 2014.

L'adresse de Monsieur Ricardo Portabella, Vice-Président et administrateur délégué, administrateur de sociétés a été modifiée comme suit:

38 chemin du milieu CH-1245 Collonge Bellerive

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

Luxembourg, le 23 avril 2013.

VENTOS S.A.

Société Anonyme

Un mandataire

Référence de publication: 2013052315/28.

(130063989) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Willingen S.A., Société Anonyme.

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

R.C.S. Luxembourg B 144.444.

Il résulte du procès-verbal d'une réunion du Conseil d'Administration de la société tenue en date du 18 avril 2013 que M. Thierry TRIBOULOT, employé privé, avec adresse professionnelle au 231, Val des Bons Malades, L-2121 Luxembourg, a été nommé à la fonction d'administrateur en remplacement de Mme Geneviève BLAUEN-ARENDT, démissionnaire, avec effet immédiat. Son mandat expirera à l'issue de l'Assemblée Générale Ordinaire qui se tiendra en 2014.

Sa cooptation sera soumise pour ratification à la prochaine Assemblée Générale Annuelle des actionnaires.

Il résulte d'un autre procès-verbal d'une réunion du Conseil d'Administration de la même date que M. Thierry TRIBOULOT, sus-désigné, a été nommé à la fonction de Président du Conseil d'Administration.

Pour extrait conforme

SG AUDIT SARL

Référence de publication: 2013052324/16.

(130063523) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Wimeb SA, Société Anonyme.

Siège social: L-2320 Luxembourg, 69, boulevard de la Pétrusse.

R.C.S. Luxembourg B 85.127.

Extrait des résolutions prises à l'assemblée générale ordinaire tenue le 9 avril 2013

1. Les mandats de Maître Albert WILDGEN, Maître François BROUXEL et de Maître Pierre METZLER au poste d'administrateur de la Société ont été renouvelés jusqu'à la prochaine assemblée générale ordinaire approuvant les comptes au 31.12.2013.

2. Le mandat du commissaire aux comptes de Madame Alba SCHERER, demeurant professionnellement à Luxembourg, a été renouvelé jusqu'à la prochaine assemblée générale ordinaire approuvant les comptes au 31.12.2013.

Extrait des résolutions prises à la réunion du conseil d'administration du 9 avril 2013

Maître Albert WILDGEN, avocat, demeurant à L-2320 Luxembourg, 69, boulevard de la Pétrusse, est nommé comme président du conseil d'administration jusqu'à la prochaine assemblée générale ordinaire approuvant les comptes annuels au 31 décembre 2013.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 19 avril 2013.

Référence de publication: 2013052325/19.

(130063638) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Wildmotion S.A., Société Anonyme.

Siège social: L-4360 Esch-sur-Alzette, 6C, Porte de France.

R.C.S. Luxembourg B 90.356.

Les statuts coordonnés de la prédite société au 15 avril 2013 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.

Mersch, le 22 avril 2013.

Maître Marc LECUIT

Notaire

Référence de publication: 2013052322/13.

(130063501) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Traust Holding S.à r.l., Société à responsabilité limitée.

Siège social: L-2449 Luxembourg, 8, boulevard Royal.

R.C.S. Luxembourg B 73.803.

Par la présente, je démissionne de mes fonctions de gérant de votre société avec effet au 1^{er} mars 2013.

Luxembourg, le 1^{er} mars 2013.

Karim Van den Ende.

Référence de publication: 2013052293/9.

(130063539) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Tradi-Lux S.A., Société Anonyme.

Siège social: L-1930 Luxembourg, 16, avenue de la Liberté.

R.C.S. Luxembourg B 35.425.

Les comptes annuels au 31/12/2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Pour la société

Fiduciaire WBM

Experts comptables et fiscaux

Signature

Référence de publication: 2013052291/13.

(130063567) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

UBP Multifunds II, Société d'Investissement à Capital Variable.

Siège social: L-1150 Luxembourg, 287-289, route d'Arlon.

R.C.S. Luxembourg B 98.691.

Extrait des résolutions prises par l'assemblée générale ordinaire du 3 avril 2013

- Le renouvellement du mandat d'Administrateur de M. Pierre Berger demeurant professionnellement 96-98 rue du Rhône, Genève jusqu'à l'Assemblée Générale Ordinaire de 2014, est approuvé.

- Le renouvellement du mandat d'Administrateur de M. Daniel Van Hove demeurant professionnellement 370 route de Longwy, Luxembourg jusqu'à l'Assemblée Générale Ordinaire de 2014, est approuvé.

- Le renouvellement du mandat d'Administrateur de M. Christian Assel demeurant professionnellement 287-289 route d'Arlon, Luxembourg jusqu'à l'Assemblée Générale Ordinaire de 2014, est approuvé.

- Le renouvellement du mandat de Deloitte S.A., 560 rue de Neudorf, Luxembourg comme Réviseur d'Entreprises jusqu'à l'Assemblée Générale Ordinaire de 2014, est approuvé.

Extrait de la résolution du conseil d'administration avec effet au 3 avril 2013

- M. Pierre Berger est désigné «Président» du Conseil d'Administration avec effet au 3 avril 2013.

A la date du 3 avril 2013, le Conseil d'administration est composé comme suit:

M. Pierre Berger, Administrateur et Président, demeurant professionnellement au 96-98, rue du Rhône à CH-1211 Genève.

M. Daniel Van Hove, Administrateur, demeurant professionnellement au 370, route de Longwy à L-1940 Luxembourg.

M. Christian Assel, Administrateur, demeurant professionnellement au 287-289, route d'Arlon à L-1150 Luxembourg.

Pour extrait sincère et conforme
p.o. Le Conseil d'Administration
Union Bancaire Privée (Europe) S.A.
Domiciliataire

Référence de publication: 2013052303/27.

(130063564) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

VHC Capital Management S.A., Société Anonyme.

Siège social: L-6783 Grevenmacher, 25, Op der Heckmill.

R.C.S. Luxembourg B 51.545.

Auszug aus dem Protokoll der Ordentlichen Generalversammlung, abgehalten am 04. April 2013:

Zu 4.

Die Generalversammlung nimmt zur Kenntnis, dass der Verwaltungsrat die Geschäftsleitungsmandate der Herren Eric Velten und Yves de Vos („Administrateurs-délégués“) bis auf Widerruf erneuert hat. Die Generalversammlung bestätigt einstimmig die Erteilung dieser Mandate.

Zu 5.

Die Generalversammlung nimmt zur Kenntnis, dass per 20. Dezember 2012 Herr Paul Harr als Verwaltungsrat zurückgetreten ist und Herr Stephan Caspers als neues Verwaltungsratsmitglied ko-optiert wurde. Die Generalversammlung genehmigt einstimmig die erfolgte Ko-Optierung.

Zu 7.

Die Generalversammlung beschliesst einstimmig die Wiederwahl der Herren Eric Velten, Yves de Vos und Stephan Caspers in ihrer Funktion als Verwaltungsratsmitglieder bis zur nächsten ordentlichen Generalversammlung im Jahre 2014.

Zu 8.

Die Generalversammlung nimmt zur Kenntnis, dass der Verwaltungsrat den am 20. September 2009 an ABACAB erteilten Prüfungsauftrag für das Geschäftsjahr 2013 verlängert hat. Die Generalversammlung stimmt dieser Verlängerung einstimmig zu.

Für die Richtigkeit des Auszugs
Eric Velten / Stephan Caspers
Präsident des VR / Mitglied des VR

Référence de publication: 2013052372/27.

(130064076) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Winston Investments Holding S.A., Société Anonyme.

Siège social: L-2449 Luxembourg, 8, boulevard Royal.

R.C.S. Luxembourg B 36.130.

Les comptes annuels au 31 décembre 2006 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2013052330/10.

(130063454) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Winston Investments Holding S.A., Société Anonyme.

Siège social: L-2449 Luxembourg, 8, boulevard Royal.

R.C.S. Luxembourg B 36.130.

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

Signature.

Référence de publication: 2013052328/10.

(130063452) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Winston Investments Holding S.A., Société Anonyme.

Siège social: L-2449 Luxembourg, 8, boulevard Royal.

R.C.S. Luxembourg B 36.130.

Les comptes annuels au 31 décembre 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2013052326/10.

(130063450) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Sofilec, Société Anonyme Soparfi.

Siège social: L-1840 Luxembourg, 8A, boulevard Joseph II.

R.C.S. Luxembourg B 7.399.

Constituée par acte du 15 octobre 1936, publié au Mémorial du Grand-Duché de Luxembourg, Recueil spécial, du 30
octobre 1936, n° 87.

Prorogée par acte du 6 octobre 1966, publié au Mémorial du Grand-Duché de Luxembourg, Recueil spécial, du 3
novembre 1966, n° 144.

Les statuts ont été modifiés par actes des 10 mai 1957, 23 décembre 1961, 3 décembre 1974, 13 décembre 1983,
3 avril 1984, 7 mai 1986, 11 décembre 1992 29 juin 1998, 29 juin 2000, le 20 décembre 2006 et le 23 novembre
2010 publiés au Mémorial du Grand-Duché de Luxembourg, Recueil spécial des 11 juin 1957 C-n° 46, 24 janvier
1962 C-n° 6, 5 février 1975 C-n° 21, 20 janvier 1984 C-n° 16, 30 avril 1984 C-n° 117 du 6 août 1986 C-n° 222, 1
er avril 1993 C-n° 141, 15 octobre 1998 C-n° 745, 06 décembre 2000 C-n° 874, 22 mars 2007 C-n° 432 et le 13
décembre 2010 C-2727.

Extrait des résolutions prises par l'assemblée générale tenue en date du 16 avril 2013

L'assemblée réélit aux fonctions d'administrateur Madame Sophie Malarme ainsi que Monsieur François Gillet pour un
terme de six ans finissant en 2019.

L'assemblée réélit aux fonctions d'administrateur Monsieur François Gillet en tant qu'administrateur délégué pour un
terme de six finissant en 2019.

L'Assemblée réélit, en qualité de Réviseur d'entreprises, pour un terme d'un an, la société Mazars Luxembourg S.A.,
réviseur agréé, 10A, rue Henri M. Schnadt L-2530 Luxembourg.

Référence de publication: 2013052259/24.

(130064036) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Trindade S.A., Société Anonyme.

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

R.C.S. Luxembourg B 128.881.

CLÔTURE DE LIQUIDATION

Extrait des résolutions prises lors de l'Assemblée Générale Extraordinaire du 20 mars 2013

1. L'Assemblée prononce la clôture de la liquidation de la société.
2. L'Assemblée décide en outre que les livres et documents sociaux resteront déposés et conservés pendant cinq ans
au moins à l'adresse: L-1413 Luxembourg, 3, Place Dargent (auprès de la société «C.T.P, Companies and Trusts Promotion
S. à r.l.»).

Roger CAURLA

Liquidateur

Référence de publication: 2013052296/15.

(130063281) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Trimax S.A., Société Anonyme.

Siège social: L-2450 Luxembourg, 17, boulevard Roosevelt.

R.C.S. Luxembourg B 49.448.

—
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 23 avril 2013.

FIDUCIAIRE FERNAND FABER

Signature

Référence de publication: 2013052295/12.

(130064016) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Trican Well Service Ltd., Luxembourg Branch, Succursale d'une société de droit étranger.

Adresse de la succursale: L-2310 Luxembourg, 16, avenue Pasteur.

R.C.S. Luxembourg B 153.136.

—
- Monsieur Michael G. KELLY a démissionné de son poste d'administrateur de la société, TRICAN WELL SERVICE LTD, en date du 31 janvier 2013.

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

Pour TRICAN WELL SERVICE Ltd., LUXEMBOURG BRANCH

Référence de publication: 2013052294/11.

(130063429) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Telindus, Société Anonyme.

Siège social: L-8009 Strassen, 81-83, route d'Arlon.

R.C.S. Luxembourg B 19.669.

—
Extrait du procès-verbal de la réunion du conseil d'administration extraordinaire du 16 avril 2013

Adl) Cooptation d'un nouvel administrateur

Le Conseil d'administration décide à l'unanimité de coopter à partir de ce jour, Monsieur Dominiek VANDIEREN-DONCK, demeurant à B-8020 OOSTKAMP, 71, Lindenstraat, comme administrateur en remplacement de Monsieur Bart WATTEEUW.

Monsieur VANDIERENDONCK terminera le mandat de Monsieur WATTEEUW.

Pour extrait conforme

Armand MEYERS / Gérard HOFFMANN

Administrateur-délégué / Président et Administrateur-délégué

Référence de publication: 2013052285/16.

(130063419) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Tamara SPF S.A., Société Anonyme - Société de Gestion de Patrimoine Familial.

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

R.C.S. Luxembourg B 28.808.

—
Les comptes au 31.12.2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 18 avril 2013.

Signature

FIDUCIAIRE FERNAND FABER

Référence de publication: 2013052282/12.

(130064020) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

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

Siège social: L-1471 Luxembourg, 412F, route d'Esch.
R.C.S. Luxembourg B 151.669.

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: 2013052279/9.

(130063390) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

The Glove Technology, Société à responsabilité limitée.

Siège social: L-8308 Capellen, 89E, Parc d'Activités.
R.C.S. Luxembourg B 161.184.

Extrait du conseil d'administration du 22/02/2013

Le Conseil d'Administration qui s'est réuni le 22 février 2013 constate:

- La nomination de Monsieur Patrick HAMPE, né le 21 mars 1954 à Mouscron (Belgique), résident au 622, Sukhumvit Road, 10110 Klongton, Klongtoey, Bangkok (Thaïlande) au poste d'administrateur délégué.

Son mandat prendra fin lors de l'assemblée générale de l'an 2018.

Certifié conforme

Référence de publication: 2013052278/13.

(130063906) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

SMS Investments, Société Anonyme.

Siège social: L-1417 Luxembourg, 6, rue Dicks.
R.C.S. Luxembourg B 171.976.

Auszug aus den Beschlüssen der alleinigen Aktionärin der Gesellschaft vom 4. März 2013

Am 4. März 2013 hat die alleinige Aktionärin der Gesellschaft folgende Beschlüsse gefasst:

- Mit dem in Artikel 15 der Satzung der Gesellschaft verwendeten Begriff „Rechnungsprüfer“ ist der Commissaire aux Comptes gemäß Artikel 61 des Luxemburgischen Gesetzes über Handelsgesellschaften vom 10. August 1915 in seiner jeweilig gültigen Fassung gemeint und eine Ernennung von BDO Luxembourg S.A. zum Rechnungsprüfer in Kenntnis der vorgenannten Feststellung war nicht beabsichtigt, weshalb nunmehr eine diesbezügliche Richtigstellung beabsichtigt ist;

- Ernennung von Frau Silke JÜNGST, geboren am 27. Oktober 1966 in Siegen, Deutschland, und geschäftsansässig in Wiesenstr. 30, D-57271 Hilchenbach-Dahlbruch, Deutschland, zum Rechnungsprüfer der Gesellschaft mit Wirkung zum 1. Oktober 2012 und dies bis zur Jahreshauptversammlung der Gesellschaft, welche am 25. März 2016 stattfinden wird.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Luxemburg, den 23. April 2013.

SMS Investments

Unterschrift

Référence de publication: 2013052255/20.

(130063762) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

SOCIETE DE DISTRIBUTION AFRICAINE INTERNATIONALE (en abrégé SDAI), Société Anonyme.

Siège social: L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte.
R.C.S. Luxembourg B 172.524.

Extrait des décisions prises par l'assemblée générale des actionnaires tenue extraordinairement en date du 22 avril 2013

1. La société anonyme FIDEWA – CLAR S.A. a démissionné de son mandat de réviseur d'entreprises agréé.
2. La société à responsabilité limitée AP Audit, R.C.S. Luxembourg B146397, avec siège social à L-9570 Wiltz (Grand-Duché de Luxembourg), 11, rue des Tondeurs, a été nommée comme réviseur d'entreprises agréé jusqu'à l'issue de l'assemblée générale statutaire de 2014.
3. Mme Mounira MEZIADI a démissionné de son mandat d'administrateur.
4. Mme Valérie PECHON a démissionné de son mandat d'administrateur.

5. Mme Ingrid CERNICCHI, administrateur de sociétés, née à Metz (France), le 18 mai 1983, demeurant professionnellement à L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte, a été nommée comme administrateur jusqu'à l'issue de l'assemblée générale statutaire de 2018.

6. Mme Katia CAMBON, administrateur de sociétés, née à Le Raincy (France), le 24 mai 1972, demeurant professionnellement à L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte, a été nommée comme administrateur jusqu'à l'issue de l'assemblée générale de 2018.

Luxembourg, le 23 avril 2013.

Pour extrait sincère et conforme

Pour SOCIETE DE DISTRIBUTION AFRICAINE INTERNATIONALE (en abrégé SDAI)

Intertrust (Luxembourg) S.A.

Référence de publication: 2013052257/24.

(130063869) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Sipe S.A., Société Anonyme.

Siège social: L-1526 Luxembourg, 50, Val Fleuri.

R.C.S. Luxembourg B 148.856.

Le bilan et l'annexe au 31 décembre 2012 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 SIPE S.A.

Référence de publication: 2013052253/10.

(130063801) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Wert EFV S.à r.l., Société à responsabilité limitée.

Capital social: USD 25.000,00.

Siège social: L-5365 Munsbach, 6C, rue Gabriel Lippmann.

R.C.S. Luxembourg B 176.259.

Extrait des résolutions prises par l'associé unique de la Société en date du 17 avril 2013

Conseil de gérance:

Il résulte des résolutions prises par l'associé unique de la Société en date du 17 avril 2013 que:

- Monsieur Jakub Jasica a démissionné de sa fonction de gérant de la Société avec effet au 17 avril 2013.

L'associé unique a décidé de nommer à la fonction de gérant avec effet au 17 avril 2013 et ce, pour une durée indéterminée:

- Monsieur Rodney Rayburn, né le 1^{er} février 1970 à Dawson, Géorgie, Etats-Unis, demeurant au 8500 Normandale Lake Blvd, Suite 1500, Minneapolis, MN 55437-USA, gérant.

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

Wert EFV S.à r.l.

Signature

Un Mandataire

Référence de publication: 2013052317/20.

(130063794) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Angel PEC B1 S.à r.l., Société à responsabilité limitée unipersonnelle.

Capital social: EUR 12.500,00.

Siège social: L-1528 Luxembourg, 1-3, boulevard de la Foire.

R.C.S. Luxembourg B 114.267.

In the year two thousand and thirteen, on the eighteenth day of the month of March.

Before Maître Henri Hellinckx, notary residing in Luxembourg, Grand Duchy of Luxembourg,

there appeared

Apax WW Nominees Ltd., a company incorporated under the laws of England and Wales, having its registered office at 33 Jermyn Street, London, SW1Y 6DN, United Kingdom, being the sole shareholder (the "Sole Shareholder") of Angel PEC B1 S.à r.l. (the "Company"), a société à responsabilité limitée incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 1-3, Boulevard de la Foire, L-1528 Luxembourg, registered with the Luxem-

bourg trade and companies register (the "RCS") under number B 114.267, incorporated by deed of Maître Henri Hellinckx, then notary residing in Mersch, on 31st January 2006, published in the Mémorial C, Recueil des Sociétés et Associations (the "Mémorial") number 893 of 6th May 2006, represented by Maître Florian Bonne, maître en droit, residing in Luxembourg pursuant to a proxy dated 18 March 2013, which initialled by the notary and the proxyholder shall remain attached to the present deed to be registered therewith.

The articles of incorporation of the Company (the "Articles") have been amended for the last time by a deed of Maître Gérard Lecuit, notary residing in Luxembourg on 8th September 2009, published in the Mémorial number 1968 of 8th October 2009.

The appearing party acting in the above stated capacity declared and the notary recorded as follows:

(I) That the appearing party is the sole shareholder of the Company and holds all five hundred (500) shares with a par value of twenty-five Euro (EUR 25.-) each in issue in the Company so that the entire share capital is represented and decisions can be validly taken by the Sole Shareholder.

(II) The Sole Shareholder wishes to take decisions on the following agenda:

Agenda

1) Decision to put the Company into liquidation and dissolution of the Company.

2) Appointment of Luxembourg Liquidation Services S.à r.l. as liquidator and determination of the powers of the liquidator including, without limitation: granting the liquidator the largest powers particularly those set forth in articles 144 and following of the law of 10th August 1915 on commercial companies, as amended; authorising the liquidator in advance to execute the acts and enter into the deeds set forth in article 145 of the same law without any special authorisation from the general meeting of shareholders if such authorisation is required by law; dispensing the liquidator from drawing up an inventory; authorisation to the liquidator to only refer to the books of the Company.

First resolution

The Sole Shareholder resolved to put the Company into liquidation and to dissolve it, the Company subsisting for the sole purpose of its liquidation.

Second resolution

The Sole Shareholder resolved to appoint as liquidator Luxembourg Liquidation Services S.à r.l., a société à responsabilité limitée incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 1, Boulevard de la Foire, L-1528 Luxembourg, registered with the RCS under number B 141.595.

The largest powers, particularly those set forth in articles 144 and following of the law of 10th August, 1915 on commercial companies (as amended), are granted to the liquidator by the Sole Shareholder. The Sole Shareholder resolved to authorise the liquidator in advance to execute the acts and enter into the deeds set forth in article 145 of the same law without any special authorisation from the Sole Shareholder if such authorisation is required by law.

The Sole Shareholder resolved to dispense the liquidator from drawing up an inventory and authorised the liquidator to only refer to the books of the Company. The liquidator may delegate, under its responsibility, all or part of its powers to one or more proxies with respect to specific acts or deeds. The liquidator may bind the Company under its sole signature.

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

The undersigned notary, who speaks and understands English, states that the present deed is worded in English followed by a French translation; at the request of the appearing person, the English text shall prevail in case of any discrepancy between the English and the French texts.

This document having been read to the appearing person, known to the notary, by his name, first name, civil status and residence, the said person signed together with us, the notary this original deed.

Traduction française du texte qui précède:

L'an deux mille treize, le dix-huitième jour du mois de mars,

Par-devant Maître Henri Hellinckx, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg.

A comparu:

Apax WW Nominees Ltd., une société constituée sous les lois de l'Angleterre et Pays de Galles, ayant son siège social à 33 Jermyn Street, London, SW1Y 6DN, United Kingdom, étant l'associé unique (l'«Associé Unique») de Angel PEC B1 S.à r.l. (la «Société») une société à responsabilité limitée constituée sous les lois de Grand-Duché de Luxembourg ayant son siège social au 1-3, Boulevard de la Foire, L-1528 Luxembourg, inscrite au Registre de Commerce et des Sociétés de Luxembourg (le «RCS») sous numéro B 114.267, constituée par acte de Maître Henri Hellinckx, alors notaire alors de résidence à Mersch, le 31 janvier 2006, publié au Mémorial C, Recueil des Sociétés et Associations (le «Mémorial»), numéro 893 du 6 mai 2006, représenté par Maître Florian Bonne, maître en droit, demeurant à Luxembourg, en vertu

d'une procuration datée du 18 mars 2013, laquelle signée par le notaire et le mandataire, restera annexée au présent acte pour être enregistrée.

Les statuts de la société (les «Statuts») ont été modifiés pour la dernière fois par acte de Maître Gérard Lecuit, notaire résidant à Luxembourg le 8 septembre 2009, publié au Mémorial numéro 1968 le 8 octobre 2009.

La personne comparante, ès-qualité qu'elle agit, a déclaré et le notaire a pris acte de ce qui suit:

(I) Que la partie comparante est l'Associé Unique de la Société et détient toutes les cinq cents (500) parts sociales ayant une valeur nominale de vingt-cinq Euros (EUR 25,-) chacune en émission dans la Société de sorte que l'intégralité du capital social est représentée et des décisions peuvent être valablement prises par l'Associé Unique.

(II) Que l'Associé Unique souhaite prendre les décisions sur l'ordre du jour suivant:

Ordre du jour

1) Décision de placer la Société en liquidation et de dissoudre la Société

2) Nomination de Luxembourg Liquidation Services S.à r.l. en tant que liquidateur et détermination des pouvoirs du liquidateur incluant, sans limitation: l'attribution au liquidateur des pouvoirs les plus étendus possible en particulier ceux prévus dans les articles 144 et suivants de la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée; autorisation à l'avance du liquidateur d'accomplir des actes et conclure des contrats prévus à l'article 145 de la même loi sans aucune autorisation spécifique de l'associé unique si une telle autorisation est requise par la loi; dispense du liquidateur de dresser un inventaire; autorisation donnée au liquidateur de se référer aux documents de la Société.

Première résolution

L'Associé Unique a décidé de dissoudre la Société et de la mettre en liquidation, la Société n'existant alors que pour les seuls besoins de sa liquidation.

Seconde résolution

L'Associé Unique a décidé de nommer en tant que liquidateur Luxembourg Liquidation Services S.à r.l., une société à responsabilité limitée constituée sous les lois de Grand-Duché de Luxembourg ayant son siège social au 1, Boulevard de la Foire, L-1528 Luxembourg, inscrite au RCS sous numéro B 114.595.

Les pouvoirs les plus étendus, spécialement ceux prévus aux articles 144 et suivants de la loi modifiée du 10 août 1915 sur les sociétés commerciales sont accordés au liquidateur par l'Associé Unique. L'Associé Unique a décidé d'autoriser par avance le liquidateur à accomplir les actes et conclure les contrats prévus à l'article 145 de la même loi sans devoir recourir à l'autorisation de l'Associé Unique dans le cas où celle-ci est requise par la loi.

L'Associé Unique a décidé de dispenser le liquidateur de dresser un inventaire et de l'autoriser à se référer aux documents de la Société. Le liquidateur peut, sous sa responsabilité, pour des opérations ou contrats spécifiques, déléguer à un ou plusieurs mandataires telle partie de ses pouvoirs qu'il détermine. Le liquidateur pourra engager la Société sous sa seule signature.

Plus rien ne figurant à l'ordre du jour, l'Associé Unique a été clôturée.

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

Le notaire soussigné, qui parle et comprend l'anglais, déclare que le présent acte est rédigé en langue anglaise et est suivi d'une version française; à la requête de la personne comparante, la version anglaise fera foi en cas de divergences entre le texte anglais et français.

Après lecture faite à la personne comparante, connue du notaire par son nom, prénom, états civil et demeure, la personne comparante a signé, avec le notaire, le présent procès-verbal.

Signé: F. BONNE et H. HELLINCKX.

Enregistré à Luxembourg A.C., le 26 mars 2013. Relation: LAC/2013/13984. Reçu douze euros (12,- EUR).

Le Receveur (signé): I. THILL.

Pour expédition conforme, délivrée à la société sur demande, aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 15 avril 2013.

Référence de publication: 2013048389/113.

(130059503) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 avril 2013.

Rexam Pharma Development S.A., Société Anonyme.

Siège social: L-2311 Luxembourg, 3, avenue Pasteur.

R.C.S. Luxembourg B 86.253.

Le Bilan au 31.12.2011 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.

Signature.

Référence de publication: 2013051566/10.

(130063389) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 avril 2013.

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

Siège social: L-5755 Frisange, 29, Am Schoumansbongert.

R.C.S. Luxembourg B 169.055.

Les comptes annuels au 31/12/2012 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: 2013051479/9.

(130062820) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 avril 2013.

Ontex I S.à r.l., Société à responsabilité limitée.

Capital social: EUR 4.212.500,00.

Siège social: L-1536 Luxembourg, 2, rue du Fossé.

R.C.S. Luxembourg B 153.335.

In the year two thousand and thirteen, on the seventh day of the month of March.

Before Us, Maître Francis Kessler, notary public, residing in Esch-sur-Alzette (Grand Duchy of Luxembourg),

There appeared:

1. GS Capital Partners VI Fund, L.P., a limited partnership governed by the laws of Delaware, having its registered office at 1209, Orange Street, 19801 Wilmington, USA, registered with the Secretary of the State of Delaware under number 2498631 ("GS Capital Partners VI Fund");

2. TPG VI Ontario 1 AIV, L.P., a limited partnership governed by the laws of Cayman Islands, having its registered office at Uglan House, batiment c/o Maples Corporate Services Limited, KY - KY1-1004 Grand Cayman, registered with the Trade Register of the Cayman Islands under number 41825 ("TPG VI Ontario");

3. GSCP VI Parallel Whitelabel S LLC, a limited liability company governed by the laws of Delaware, having its registered office at 1209, Orange Street, 19801 Wilmington, USA, registered with the Secretary of the State of Delaware under number 4837822 ("GSCP VI Parallel");

4. TPG Ontario 2B, L.P., a limited partnership governed by the laws of Cayman Islands, having its registered office at Uglan House, batiment c/o Maples Corporate Services Limited, KY - KY1-1004 Grand Cayman ("TPG Ontario 2B");

5. GS Capital Partners VI Offshore Fund, L.P., a limited partnership governed by the laws of Cayman Islands, having its registered office at South Church Street, KY-309 GT George Town, registered with the Registrar of Exempted Limited Partnerships under number MC-19252 ("GS Capital Partners VI Offshore");

6. TPG FOF VI SPV, L.P., a limited partnership governed by the laws of Delaware, having its registered office at 1209, Orange Street, 19801 Wilmington, USA, registered with the Secretary of the State of Delaware under number 4679642 ("TPG FOF VI");

7. GS Capital Partners VI GmbH & Co KG, a limited partnership governed by the laws of Germany, having its registered office at Friedrich-Ebert-Anlage 49, 60308 Frankfurt am Main, Germany, registered with the commercial register of the local court of Frankfurt am Main under number HRA 43550 ("GS Capital Partners VI GmbH & Co KG"),

all here represented by Mrs. Sofia Afonso Da Chao Conde, private employee, professionally residing in Esch-sur-Alzette, Grand Duchy of Luxembourg, by virtue of proxies given under private seal.

1. The said proxies shall be annexed to the present deed for the purpose of registration.

2. The appearing parties declare that they are the sole shareholders (the "Shareholders") representing the entire share capital of Ontex I S.à r.l., a private limited liability company (société à responsabilité limitée), registered with the Luxembourg Trade and Companies Register (Registre de Commerce et des Sociétés, Luxembourg) under number B 153.335, with a share capital of four million two hundred twelve thousand five hundred euros (EUR 4,212,500.-) having its registered office at 2, rue du Fossé, L-1536 Luxembourg (the "Company").

3. The Company has been incorporated pursuant to a deed of Maître Carlo Wersandt, notary residing in Luxembourg, dated 25 May 2010, published in the Mémorial C, Recueil des Sociétés et Associations number 69602 dated 15 July 2010.

4. The Company's articles of association (the "Articles") have lastly been amended on 3 March 2011 pursuant to a deed of Maître Carlo Wersandt, notary residing in Luxembourg, published in the Mémorial C, Recueil des Sociétés et Associations number 1152 dated 30 May 2011.

5. The appearing parties, 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. To increase the share capital of the Company by an amount of six million three hundred thousand euros (EUR 6,300,000.-) so as to raise it from its current amount of four million two hundred twelve thousand five hundred euros (EUR 4,212,500.-), represented by four hundred twenty-one million two hundred fifty thousand (421,250,000) shares with a nominal value of one euro cent (EUR 0.01) each, to an amount of ten million five hundred twelve thousand five hundred euros (EUR 10,512,500.-), represented by one billion fifty-one million two hundred fifty thousand (1,051,250,000) shares with a nominal value of one euro cent (EUR 0.01) each;

2. To issue six hundred thirty million (630,000,000) shares with a nominal value of one euro cent (EUR 0.01) each, having the rights and privileges as the existing shares;

3. To accept the subscription of the newly issued shares as follows:

(a) one hundred forty-seven million thirty-nine thousand thirty-nine (147,039,039) new shares (the "GS Capital Partners VI Fund Shares"), with a nominal value of one euro cent (EUR 0.01) each, by GS Capital Partners VI Fund, L.P., a limited partnership governed by the laws of Delaware, having its registered office at 1209, Orange Street, 19801 Wilmington, USA, registered with the Secretary of the State of Delaware under number 2498631 ("GS Capital Partners VI Fund") by a contribution in kind of a receivable consisting of a certain and liquid claim held by GS Capital Partners VI Fund against the Company of a total amount of one million four hundred seventy thousand three hundred ninety euros and thirty-nine cents (EUR 1,470,390.39) (the "GS Capital Partners VI Fund Receivable") and to allocate the GS Capital Partners VI Fund Shares to GS Capital Partners VI Fund;

(b) two hundred ninety-seven million one hundred sixty-six thousand three hundred fifty-seven (297,166,357) new shares (the "TPG VI Ontario Shares"), with a nominal value of one euro cent (EUR 0.01) each, by TPG VI Ontario 1 AIV, L.P., a limited partnership governed by the laws of Cayman Islands, having its registered office at Ugland House, batiment c/o Maples Corporate Services Limited, KY - KY1-1004 Grand Cayman ("TPG VI Ontario") by a contribution in kind of a receivable consisting of a certain and liquid claim held by TPG VI Ontario against the Company of a total amount of two million nine hundred seventy-one thousand six hundred sixty-three euros and fifty-seven cents (EUR 2,971,663.57) (the "TPG VI Ontario Receivable") and to allocate the TPG VI Ontario Shares to TPG VI Ontario;

(c) forty million four hundred thirty-three thousand two hundred eleven (40,433,211) new shares (the "GSCP VI Parallel Shares"), with a nominal value of one euro cent (EUR 0.01) each, by GSCP VI Parallel Whitelabel S LLC, a limited liability company governed by the laws of Delaware, having its registered office at 1209, Orange Street, 19801 Wilmington, USA, registered with the Secretary of the State of Delaware under number 4837822 ("GSCP VI Parallel") by a contribution in kind of a receivable consisting of a certain and liquid claim held by GSCP VI Parallel against the Company of a total amount of four hundred four thousand three hundred thirty-two euros and eleven cents (EUR 404,332.11) (the "GSCP VI Parallel Receivable") and to allocate the GSCP VI Parallel Shares to GSCP VI Parallel;

(d) sixteen million five hundred ninety-three thousand one hundred seventy-three (16,593,173) new shares (the "TPG Ontario 2B Shares"), with a nominal value of one euro cent (EUR 0.01) each, by TPG Ontario 2B, L.P., a limited partnership governed by the laws of Cayman Islands, having its registered office at Ugland House, batiment c/o Maples Corporate Services Limited, KY - KY1-1004 Grand Cayman ("TPG Ontario 2B") by a contribution in kind of a receivable consisting of a certain and liquid claim held by TPG Ontario 2B against the Company of a total amount of one hundred sixty-five thousand nine hundred thirty-one euros and seventy-three cents (EUR 165,931.73) (the "TPG Ontario 2B Receivable") and to allocate the TPG Ontario 2B Shares to TPG Ontario 2B;

(e) one hundred twenty-two million three hundred one thousand nine hundred (122,301,900) new shares (the "GS Capital Partners VI Offshore Shares"), with a nominal value of one euro cent (EUR 0.01) each, by GS Capital Partners VI Offshore Fund, L.P., a limited partnership governed by the laws of Cayman Islands, having its registered office at South Church Street, KY-309 GT George Town, registered with the Registrar of Exempted Limited Partnerships under number MC-19252 ("GS Capital Partners VI Offshore") by a contribution in kind of a receivable consisting of a certain and liquid claim held by GS Capital Partners VI Offshore against the Company of a total amount of one million two hundred twenty-three thousand nineteen euros (EUR 1,223,019.-) (the "GS Capital Partners VI Offshore Receivable") and to allocate the GS Capital Partners VI Offshore Shares to GS Capital Partners VI Offshore;

(f) one million two hundred forty thousand four hundred seventy (1,240,470) new shares (the "TPG FOF VI Shares"), with a nominal value of one euro cent (EUR 0.01) each, by TPG FOF VI SPV, L.P., a limited partnership governed by the laws of Delaware, having its registered office at 1209, Orange Street, 19801 Wilmington, USA, registered with the Secretary of the State of Delaware under number 4679642 ("TPG FOF VI") by a contribution in kind of a receivable consisting of a certain and liquid claim held by TPG FOF VI against the Company of a total amount of twelve thousand four hundred four euros and seventy cents (EUR 12,404.70) (the "TPG FOF VI Receivable") and to allocate the TPG FOF VI Shares to TPG FOF VI;

(g) five million two hundred twenty-five thousand eight hundred fifty (5,225,850) new shares (the "GS Capital Partners VI GmbH & Co KG Shares"), with a nominal value of one euro cent (EUR 0.01) each, by GS Capital Partners VI GmbH & Co KG, a limited partnership governed by the laws of Germany, having its registered office at Friedrich-Ebert-Anlage 49, 60308 Frankfurt am Main, Germany, registered with the commercial register of the local court of Frankfurt am Main under number HRA 43550 ("GS Capital Partners VI GmbH & Co KG") by a contribution in kind of a receivable consisting of a certain and liquid claim held by GS Capital Partners VI GmbH & Co KG against the Company of a total amount of

fifty-two thousand two hundred fifty-eight euros and fifty cents (EUR 52,258.50) (the "GS Capital Partners VI GmbH & Co KG Receivable") and to allocate the GS Capital Partners VI GmbH & Co KG Shares to GS Capital Partners VI GmbH & Co KG.

4. To reclassify the existing one billion fifty-one million two hundred fifty thousand (1,051,250,000) shares into one billion fifty-one million two hundred fifty thousand (1,051,250,000) ordinary shares (the "Ordinary Shares") with a nominal value of one euro cent (EUR 0.01) each;

5. To amend article 7.1 of the Articles so as to reflect the resolutions to be adopted under items 1. to 4. above, as follows:

" **7.1.** The issued capital of the Company is fixed at ten million five hundred twelve thousand five hundred euros (EUR 10,512,500.-) represented by one billion fifty-one million two hundred fifty thousand (1,051,250,000) ordinary shares, with a nominal value of one euro cent (EUR 0.01) each (the "Ordinary Shares")."

6. To fully amend and restate the Articles in the form attached to the relevant powers of attorney attached to the present deed;

7. Miscellaneous,

have requested the undersigned notary to document the following resolutions:

First resolution

The general shareholders meeting of the Company RESOLVES to increase the share capital of the Company by an amount of six million three hundred thousand euros (EUR 6,300,000.-) so as to raise it from its current amount of four million two hundred twelve thousand five hundred euros (EUR 4,212,500.-), represented by four hundred twenty-one million two hundred fifty thousand (421,250,000) shares with a nominal value of one euro cent (EUR 0.01) each, to an amount of ten million five hundred twelve thousand five hundred euros (EUR 10,512,500.-), represented by one billion fifty-one million two hundred fifty thousand (1,051,250,000) shares with a nominal value of one euro cent (EUR 0.01) each.

Second resolution

The general shareholders meeting of the Company RESOLVES to issue six hundred thirty million (630,000,000) shares with a nominal value of one euro cent (EUR 0.01) each, having the rights and privileges as the existing shares.

Subscription - Payment

There now appears Mrs Sofia Afonso-Da Chao Conde, prenamed, acting in her capacity as duly authorized attorney in fact of:

1. GS Capital Partners VI Fund, by virtue of a power of attorney given under private seal above mentioned.

GS Capital Partners VI Fund, acting through its attorney, declares to subscribe to the GS Capital Partners VI Fund Shares and to make payment in full for such newly subscribed shares by a contribution in kind consisting of the GS Capital Partners VI Fund Receivable (the "GS Capital Partners VI Fund Contribution").

GS Capital Partners VI Fund, acting through its duly appointed attorney, declares that the GS Capital Partners VI Fund Receivable, which is hereby contributed in kind, is freely transferable and that there exists no impediments to its free transferability to the Company and that valid instructions have been given to undertake all notifications, registrations or other formalities necessary to perform a valid transfer of the GS Capital Partners VI Fund Receivable to the Company.

Proof of the ownership by GS Capital Partners VI Fund of the GS Capital Partners VI Fund Receivable has been given.

2. TPG VI Ontario, by virtue of a power of attorney given under private seal above mentioned.

TPG VI Ontario, acting through its attorney, declares to subscribe to the TPG VI Ontario Shares and to make payment in full for such newly subscribed shares by a contribution in kind consisting of the TPG VI Ontario Receivable (the "TPG VI Ontario Contribution").

TPG VI Ontario, acting through its duly appointed attorney, declares that the TPG VI Ontario Receivable, which is hereby contributed in kind, is freely transferable and that there exists no impediments to its free transferability to the Company and that valid instructions have been given to undertake all notifications, registrations or other formalities necessary to perform a valid transfer of the TPG VI Ontario Receivable to the Company.

Proof of the ownership by TPG VI Ontario of the TPG VI Ontario Receivable has been given.

3. GSCP VI Parallel, by virtue of a power of attorney given under private seal above mentioned.

GSCP VI Parallel, acting through its attorney, declares to subscribe to the GSCP VI Parallel Shares and to make payment in full for such newly subscribed shares by a contribution in kind consisting of the GSCP VI Parallel Receivable (the "GSCP VI Parallel Contribution").

GSCP VI Parallel, acting through its duly appointed attorney, declares that the GSCP VI Parallel Receivable, which is hereby contributed in kind, is freely transferable and that there exists no impediments to its free transferability to the Company and that valid instructions have been given to undertake all notifications, registrations or other formalities necessary to perform a valid transfer of the GSCP VI Parallel Receivable to the Company.

Proof of the ownership by GSCP VI Parallel of the GSCP VI Parallel Receivable has been given.

4. TPG Ontario 2B, by virtue of a power of attorney given under private seal above mentioned.

TPG Ontario 2B, acting through its attorney, declares to subscribe to the TPG Ontario 2B Shares and to make payment in full for such newly subscribed shares by a contribution in kind consisting of the TPG Ontario 2B Receivable (the "TPG Ontario 2B Contribution").

TPG Ontario 2B, acting through its duly appointed attorney, declares that the TPG Ontario 2B Receivable, which is hereby contributed in kind, is freely transferable and that there exists no impediments to its free transferability to the Company and that valid instructions have been given to undertake all notifications, registrations or other formalities necessary to perform a valid transfer of the TPG Ontario 2B Receivable to the Company.

Proof of the ownership by TPG Ontario 2B of the TPG Ontario 2B Receivable has been.

5. GS Capital Partners VI Offshore, by virtue of a power of attorney given under private seal above mentioned.

GS Capital Partners VI Offshore, acting through its attorney, declares to subscribe to the GS Capital Partners VI Offshore Shares and to make payment in full for such newly subscribed shares by a contribution in kind consisting of the GS Capital Partners VI Offshore Receivable (the "GS Capital Partners VI Offshore Contribution").

GS Capital Partners VI Offshore, acting through its duly appointed attorney, declares that the GS Capital Partners VI Offshore Receivable, which is hereby contributed in kind, is freely transferable and that there exists no impediments to its free transferability to the Company and that valid instructions have been given to undertake all notifications, registrations or other formalities necessary to perform a valid transfer of the GS Capital Partners VI Offshore Receivable to the Company.

Proof of the ownership by GS Capital Partners VI Offshore of the GS Capital Partners VI Offshore Receivable has been given.

6. TPG FOF VI, by virtue of a power of attorney given under private seal above mentioned.

TPG FOF VI, acting through its attorney, declares to subscribe to the TPG FOF VI Shares and to make payment in full for such newly subscribed shares by a contribution in kind consisting of the TPG FOF VI Receivable (the "TPG FOF VI Contribution").

TPG FOF VI, acting through its duly appointed attorney, declares that the TPG FOF VI Receivable, which is hereby contributed in kind, is freely transferable and that there exists no impediments to its free transferability to the Company and that valid instructions have been given to undertake all notifications, registrations or other formalities necessary to perform a valid transfer of the TPG FOF VI Receivable to the Company.

Proof of the ownership by TPG FOF VI of the TPG FOF VI Receivable has been given.

7. GS Capital Partners VI GmbH & Co KG, by virtue of a power of attorney given under private seal above mentioned.

GS Capital Partners VI GmbH & Co KG, acting through its attorney, declares to subscribe to the GS Capital Partners VI GmbH & Co KG Shares and to make payment in full for such newly subscribed shares by a contribution in kind consisting of the GS Capital Partners VI GmbH & Co KG Receivable (the "GS Capital Partners VI GmbH & Co KG Contribution" and together with the GS Capital Partners VI Fund Contribution, TPG VI Ontario Contribution, GSCP VI Parallel Contribution, TPG Ontario 2B Contribution, GS Capital Partners VI Offshore Contribution and TPG FOF VI Contribution, the "Aggregate Contributions").

GS Capital Partners VI GmbH & Co KG, acting through its duly appointed attorney, declares that the GS Capital Partners VI GmbH & Co KG Receivable, which is hereby contributed in kind, is freely transferable and that there exists no impediments to its free transferability to the Company and that valid instructions have been given to undertake all notifications, registrations or other formalities necessary to perform a valid transfer of the GS Capital Partners VI GmbH & Co KG Receivable to the Company.

Proof of the ownership by GS Capital Partners VI GmbH & Co KG of the GS Capital Partners VI GmbH & Co KG Receivable has been given.

The Shareholders, through their attorney, declare that the value of the Aggregate Contributions has been certified by a declaration of recipient company signed by Dominique Le Gal in his capacity as authorized signatory as at the date of the Aggregate Contributions at six million three hundred thousand euros (EUR 6,300,000.-), which declaration will remain attached to the present deed and will be filed together with it with the registration authorities.

Third resolution

The general shareholders meeting of the Company RESOLVES to reclassify the existing one billion fifty-one million two hundred fifty thousand (1,051,250,000) shares into one billion fifty-one million two hundred fifty thousand (1,051,250,000) Ordinary Shares with a nominal value of one euro cent (EUR 0.01) each.

Fourth resolution

The general shareholders meeting of the Company RESOLVES to amend article 7.1 of the Articles so as to reflect the resolutions adopted under items 1. to 4. above, as follows:

" 7.1. The issued capital of the Company is fixed at ten million five hundred twelve thousand five hundred euros (EUR 10,512,500.-) represented by one billion fifty-one million two hundred fifty thousand (1,051,250,000) ordinary shares, with a nominal value of one euro cent (EUR 0.01) each (the "OrdinaryShares")."

Fifth resolution

The general shareholders meeting RESOLVES to fully amend and restate the Articles which shall now read as follows:

Title I. Object - Denomination - Definitions - Registered office - Duration

1. Corporate form. There is hereby formed a société à responsabilité limitée governed by the laws in effect, in particular the law of 10 August 1915 on commercial companies, as amended from time to time, the law of 18 September 1933 on liability companies, as amended, as well as the present Articles.

2. Name. The name of the Company is Ontex I S.à r.l.

3. Definitions.

3.1 In these Articles:

"A Managers" has the meaning given to it in Article 17.1.

"Acceptance Date" has the meaning given to it in Article 12.2(g).

"AcquisitionCo" means Whitelabel IV S.A.

"AcquisitionCo Director" means a director of AcquisitionCo from time to time.

"Additional Amount" has the meaning given to it in Article 11.1(b)(ii).

"Affected Manager" has the meaning given to it in Article 10.1.

"Affiliate" means with respect to any person,

- (a) any person Controlling, Controlled by or under common Control with the first person;
- (b) any person that is (i) the spouse or civil partner of the first person or (ii) any individual Controlling the first person;
- (c) any person that is the parent, brother or step-brother, sister or step-sister, child or step-child of (i) the first person or any spouse of the first person or (ii) any individual Controlling the first person or any spouse of the first person; and
- (d) in addition:

(i) with respect to a Shareholder or a ManagementCo Shareholder or a New Holding Company Shareholder (excluding the Company, any LuxCo Appointed ManagementCo Shareholder holding ManagementCo Shares solely as a LuxCo Appointed ManagementCo Shareholder and any Manager Holder), any trust, fund, partnership, entity or collective investment vehicle which is managed or advised (through a bona fide commercial relationship) by such Shareholder, ManagementCo Shareholder or New Holding Company Shareholder, by the same investment manager or adviser that manages or advises such Shareholder, ManagementCo Shareholder or New Holding Company Shareholder or by an Affiliate of such investment manager or adviser;

(ii) with respect to a Group Company Manager:

(A) each person (other than an individual) appointed as a Group Director of a Group Company (1) in which such Group Company Manager or any of his or her Affiliates (other than pursuant to this sub-clause (A)) has a direct or indirect ownership or other interest or (2) of which person such Group Company Manager or any such Affiliate acts as the representative in the performance of such person's functions as Group Director;

(B) each person (other than an individual) (1) through which a Group Company Manager provides or may provide services pursuant to a service agreement or, any other agreement or arrangement under which the services of any Group Company Manager or other person (including as consultant or contractor or representative of any consultant or contractor assigned a management or executive or similar role) to any Group Company or (2) which provides or may provide services pursuant to an existing service agreement or any other agreement or arrangement under which the services of any Group Company Manager or other person (including as consultant or contractor or representative of any consultant or contractor assigned a management or executive or similar role) to any Group Company including by undertaking to make or making available any services of such Group Company Manager;

(C) each person (other than an individual) in relation to which such Group Company Manager has any rights or interests and Controls more than twenty (20) percent of the votes on major matters;

(D) each person holding Shares, Company Shareholder Instruments or ManagementCo Shares for the benefit of such Group Company Manager or any of his or her Affiliates (other than pursuant to this sub-clause (D));

(iii) with respect to any person (including any Management Company and any Manager Holder) which is an Affiliate of a Group Company Manager pursuant to sub-clause (ii) of this definition, such Group Company Manager and each other Affiliate of such Group Company Manager;

provided that no Group Company shall be considered an Affiliate of any Shareholder, New Holding Company Shareholder, ManagementCo Shareholder (excluding the Company and any LuxCo Appointed ManagementCo Shareholder holding ManagementCo Shares solely as a LuxCo Appointed ManagementCo Shareholder) or Manager Holder, and no Shareholder, New Holding Company Shareholder, ManagementCo Shareholder (excluding the Company and any LuxCo

Appointed ManagementCo Shareholder holding ManagementCo Shares solely as a LuxCo Appointed ManagementCo Shareholder) or Manager Holder shall be considered an Affiliate of any Group Company.

"Applicable Drag Proportion" means the quotient (expressed as a percentage) of (a) the Hard Equity Percentage represented by all of the Selling Shareholder's Hard Equity proposed to be Transferred divided by (b) such Selling Shareholder's Hard Equity Percentage at the time the Drag Notice is to be delivered. For the purposes of this definition Selling Shareholder has the meaning given to it in Article 13.1(a).

"Applicable Tag Proportion" means the quotient (expressed as a percentage) of (a) the Hard Equity Percentage represented by all of the Selling Shareholder's Hard Equity proposed to be Transferred divided by (b) such Selling Shareholder's Hard Equity Percentage at the time the Tag-Along Offer is to be delivered. For the purposes of this definition Selling Shareholder has the meaning given to it in Article 12.1.

"Articles" means these articles of association.

"Asset Sale" means a sale of all, or substantially all, of the business, assets and undertakings (including the Shareholder Instruments of any other Group Company) of any Group Holding Company (other than the Company or any New Holding Company).

"Associated Management Company" means in respect of a Group Company Manager, any Management Company which is an Affiliate of such Group Company Manager.

"Associated Manager Holder" means with respect to a Group Company Manager, a Manager Holder which is an Affiliate of such Group Company Manager, it being understood that, for purposes of this definition, a Manager Holder will only be deemed to be an Affiliate of such Group Company Manager pursuant to sub-clause (ii)(D) of the definition of "Affiliate" herein with respect to such Shares, Company Shareholder Instruments or ManagementCo Shares which it holds for the benefit of, such Group Company Manager or his or her Affiliates (other than pursuant to sub-clause (ii)(D) of the definition of "Affiliate" herein).

"B Managers" has the meaning given to it in Article 17.1.

"Base Amount" has the meaning given to it in Article 11.1(b)(ii).

"Board" has the meaning given to it in Article 17.1.

"Business Day" means a day (other than a Saturday, Sunday or public holiday) on which banks are open for general banking business in each of London, United Kingdom, Luxembourg, Brussels, Belgium and San Francisco, USA.

"Capital Contribution" means any contribution (in cash or kind) made and any amount paid (or deemed to be made or paid, as applicable) directly or indirectly to any Group Company from time to time, in respect of any Shareholder Instruments thereof.

"Class A Preferred Shares" has the meaning given to it in Article 7.2.

"Class A Preferred Shareholder" means any person that holds Class A Preferred Shares.

"Company" means Ontex I S.à r.l. (aka Whitelabel I S.à r.l.)

"Company Shareholder Instruments" means any Equity Interest in the Company other than Shares.

"Completion Date" means 18 November 2010.

"Compulsory Transfer" has the meaning given to it in Article 10.1(a)(ii).

"Compulsory Transfer Event" has the meaning given to it in Article 10.1.

"Compulsory Transfer Event Notice" has the meaning given to it in Article 10.1(a).

"Compulsory Transferor" has the meaning given to it in Article 10.1(b).

"Control" means the ability, directly or indirectly, to direct the affairs of another whether by means of ownership, contract or otherwise and Controlled and Controlling shall be construed accordingly.

"Converted LuxCo Shares" means, with respect to any ManagementCo Shares, the Shares or Company Shareholder Instruments of any classes that a person would be entitled to receive in accordance with any mandatory issuances as may be set out in a Shareholders' Agreement, if any, upon contribution of such ManagementCo Shares to the Company.

"Corporate Director" means any person (other than an individual) appointed as a Group Director of any Group Company.

"Deadlock" has the meaning given to it in Article 17.15(c).

"Drag Notice" has the meaning given to it in Article 13.1(b).

"Drag-Along Group" has the meaning given to it in Article 13.1(a)(i).

"Drag-Along Obligations" means, with respect to any Shareholder or ManagementCo Shareholder, such person's obligations to Transfer, or cause the Transfer of, such person's Hard Equity in accordance with the drag-along provisions in Article 13 or applicable provisions of a Shareholders' Agreement, if any.

"Drag-Along Purchaser" has the meaning given to it in Article 13.1(a).

"Drag-Along Sale" has the meaning given to it in Article 13.1(c).

"Dragged Shareholders" has the meaning given to it in Article 13.1(a)(iii).

"Dragged Shares" has the meaning given to it in Article 13.1(a)(iii).

"Eligible Leaver" means any Group Company Manager:

(a) who has ceased to be engaged or employed (directly or indirectly, including through a Management Company or any other person) by a Group Company as a Director, managing officer, executive officer or employee, consultant, contractor, representative of a consultant or contractor assigned a management or executive or similar role, so that such Manager no longer has any such role with any Group Company;

(b) with respect to whom any service agreement, if any, under which his or her services were provided (whether directly or indirectly provided, including through a Management Company or other person) to a Group Company has terminated; or

(c) who otherwise ceases to have his or her services provided (whether directly or indirectly provided, including through a Management Company or other person) to any Group Company;

in any case, solely as a result of:

(i) such Group Company Manager's death, incapacity or debilitating illness;

(ii) termination, with respect to such Group Company Manager, by a Group Company of the service agreement, if any, under which such Group Company Manager's services were provided (whether directly or indirectly provided, including through a Management Company or other person) to a Group Company, with notice without cause or fault on the part of such Group Company Manager or such Group Company Manager's Associated Management Company (provided that no other Group Company Manager (including any other Group Company Manager whose services are provided under the same service agreement, if any, or who is an Affiliate of the same Management Company) shall become an Eligible Leaver pursuant to this sub-clause (ii) as a result of such termination);

or

(iii) voluntary resignation or termination by such Group Company Manager or by such Group Company Manager's Associated Management Company with respect to such Group Company Manager of the service agreement, if any, under which such Group Company Manager's services were provided (whether directly or indirectly provided, including through a Management Company or other person) to a Group Company, more than four (4) years after the start date under the service agreement, if any, between Ontex BVBA and Charles Bouaziz (provided that no other Group Company Manager (including any other Group Company Manager whose services are provided under the same service agreement, if any, or who is an Affiliate of the same Management Company) shall become an Eligible Leaver pursuant to this sub-clause (iii) as a result of such resignation or termination),

provided that any such Group Company Manager shall cease to be an "Eligible Leaver" upon the occurrence of any of the following events:

(x) a material breach, as reasonably determined by the Lead Investors, acting jointly, of a service agreement, if any, under which such Group Company Manager's services were provided (whether directly or indirectly provided, including through a Management Company or other person) to a Group Company with respect to applicable non-solicitation, non-compete, confidentiality and intellectual property protection covenants; or

(y) a material breach by such Group Company Manager (or such Group Company Manager's Associated Manager Holder) of a Shareholders' Agreement, if any, or of any other agreement relating to such Group Company Manager's (or such Group Company Manager's Associated Manager Holders' and/or Associated Management Company) Management-Co Shares or other Shareholder Instruments, in each case as reasonably determined by the Lead Investors, acting jointly (subject to any applicable cure period thereunder having expired and provided that such breach has not been waived by the Lead Investors, acting jointly); for purposes of this sub-clause (y), a material breach is a breach which is material, as reasonably determined by the Lead Investors, acting jointly, to a Lead Investor in the context of such Lead Investor's investment in the Group).

"Equity Interest" means, with respect to any person (other than an individual):

(a) any share capital or ordinary or preference share or other equity or quasi-equity interest, including any CPEC (convertible preferred equity certificate), PEC (preferred equity certificate) preferred stock, or PIK (payment-in-kind) security, in such person;

(b) any instrument, derivative, document or security granting a right of subscription for, transfer of, or conversion into, any instrument, interest or security in subclause (a) above, including any options granted over any such instrument or interest or security;

(c) any loan stock, preferred equity certificates, convertible preferred equity certificate, or any other instrument or security evidencing Indebtedness (whether or not interest bearing) issued by such person in conjunction with, and/or stapled to, any issued or to be issued or sub-clause (b) above; and

(d) any interest in any of the items described in sub-clauses (a) to (c) immediately above.

"Exit Proceeds" has the meaning given to it in Article 27.

"Fair Value" means with respect to any Shareholder Instrument in the absence of a Listing of such Shareholder Instruments, its fair value on the basis of an arm's length transaction between a willing buyer and seller with no discount for a minority seller, but taking into account the existence and terms of the Sweet Shares in accordance with these Articles and a Shareholders' Agreement, if any, all as determined by a reputable and independent investment bank of internationally recognised standing as valuer to be selected by mutual agreement between the relevant Group Company Manager (or

(x) such Group Company Manager's estate in the event of the Group Company Manager's death or (y) any bankruptcy trustee, administrator, administrative receiver or person exercising any similar function upon the occurrence of an Insolvency Event with respect to such Group Company Manager) and the Lead Investors, acting jointly. If the relevant Group Company Managers and/or Lead Investors are able to agree on the selection of a valuer, the Fair Value determination of such valuer shall be final and binding. If the relevant Group Company Managers and/or Lead Investors are not able to agree on the selection of a valuer within fifteen (15) days, each shall select a reputable and independent investment bank of internationally recognised standing as valuer from among such investment banks, as the case may be, who shall, in each case, independently determine the Fair Value of the Shareholder Instruments in question within thirty (30) days from its or their respective appointment.

In such event (i) if the Fair Value determination of such valuer with the highest determination is less than one hundred twenty (120) percent of the Fair Value determination of such valuer with the lowest determination, then the Fair Value shall equal the average of all determinations by such valuers, and (ii) otherwise, such valuers shall, within fifteen (15) days after the last of their respective determinations is announced, jointly appoint another deadlock valuer as specified above. The deadlock valuer shall, within fifteen (15) days of its appointment, decide which one of the respective determinations of the previous valuers more accurately reflects the Fair Value of the property in question. Such determination of the deadlock valuer shall then be considered the Fair Value of the property in question and shall be final and binding. If the valuers are unable for whatever reason to appoint a deadlock valuer within such period of fifteen (15) days, a valuer (acting as an expert not as an arbitrator) shall be appointed as soon as reasonably practicable by the President for the time being of the Institute of Chartered Accountants of England and Wales chosen from among reputable and independent investment banks of internationally recognised standing (other than any investment bank previously appointed by any party to act as valuer under this definition for purposes of the current valuation) and his or her decision shall be final and binding. Any relevant Group Company Manager on the one hand and the Group, on the other hand, shall share equally the expense of any valuer jointly selected by them and any deadlock valuer, and each shall bear the expense of the valuer it individually selects, if any.

"Family Relation" means in relation to an individual shareholder or deceased or former individual shareholder:

(a) the husband or wife or civil partner or the widower or widow or surviving civil partner (who has not entered into another civil partnership) of that shareholder; and

(b) all the lineal descendants in direct line of that shareholder,

and for these purposes a step-child or adopted child or illegitimate child of any person will be deemed to be his or her lineal descendant.

"Group" means the Company, any New Holding Company and any Controlled Affiliate from time to time of the Company or of a New Holding Company.

"Group Company" means any company or entity within the Group.

"Group Company Manager" means each of the 'Managers' as referred to in any Shareholders' Agreement.

"Group Director" means any member of the board of any Group Company from time to time; references herein to a "Group Director" or "Group Directors" of any Group Company that is in Luxembourg société à responsabilité limitée or S.à r.l. or in Belgium a besloten vennootschap met beperkte aansprakelijkheid (BVBA) or société privée à responsabilité limitée (SPRL) shall be deemed to be references to the managers of such S.à r.l. or BVBA/SPRL.

"Group Holding Company" means any Group Company that holds directly or indirectly all or substantially all of the Group's business, assets and undertakings and any Group Company designated as such by the Lead Investors, acting jointly.

"GSCP Group" means the GSCP Investors, collectively.

"GSCP Investors" means GS Capital Partners VI Fund, L.P., GSCP VI Parallel Whitelabel S LLC, GS Capital Partners VI Offshore. Fund, L.P. and GS Capital Partners VI GmbH & Co. K.G.

"Hard Equity" means New Holding Company Shares, Shares, Company Shareholder Instruments and ManagementCo Shares, in each case other than any Sweet Equity.

"Hard Equity Percentage" means, from time to time with respect to any Shareholder, New Holding Company Shareholder or ManagementCo Shareholder (excluding the Company and any LuxCo Appointed ManagementCo Shareholder holding ManagementCo Shares solely as a LuxCo Appointed ManagementCo Shareholder) or Manager Holder, the quotient (expressed as a percentage) of:

(a) the sum of (i) the number of ManagementCo Ordinary Shares held by such Shareholder, New Holding Company Shareholder, ManagementCo Shareholder or Manager Holder plus (ii) the product of (A) the number of ManagementCo Ordinary Shares held by the Company and any LuxCo Appointed ManagementCo Shareholder multiplied by (B) the quotient of (1) the number of Shares and Company Shareholder Instruments held by such Shareholder divided by (2) the number of Shares and Company Shareholder Instruments then outstanding; divided by

(b) the overall number of ManagementCo Ordinary Shares then outstanding; it being understood that, (x) with respect to any Group Company Manager holding depositary receipts in respect of Hard Equity held by STAK ONV Topco, such Group Company Manager's "Hard Equity Percentage" shall be calculated as if such Group Company Manager were the direct holder of the Hard Equity represented by such depositary receipts and (y) if the "Hard Equity Percentage" deter-

mined in accordance with this definition is manifestly incorrect (as reasonably determined by the ManagementCo Board, acting in good faith and taking into consideration, among other things, (i) the intent of the parties based on the capital structure of each of the Company and ManagementCo as, may be agreed in a Shareholders' Agreement, if any, and at the time of any such determination and (ii) the existence of a New Holding Company or of any assets or liabilities of a New Holding Company or the Company other than ManagementCo Shares and liabilities in respect of the Group and its business), such numbers shall be appropriately adjusted by the ManagementCo Board (acting reasonably and in good faith, taking into account, among other things, the foregoing considerations).

"Indebtedness" means, with respect to any person, (i) all indebtedness and obligations of or assumed by such person in respect of money borrowed (including without limitation indebtedness for which such person has no primary liability, but which is secured by any form of security interest relating to a present or future asset of such person), evidenced by a promissory note, bond, debenture, letter of credit reimbursement agreement or other written obligation to pay money for money borrowed, or by way of overdraft, acceptance credit or similar facilities, loan stocks, bonds, debentures, notes, debt or inventory financing, finance leases or sale and lease back arrangements or any other arrangements the purpose of which is to borrow money, together with foreign exchange, interest rate or other swaps, hedging obligations, bills of exchange, recourse obligations on factored debts and obligations under other derivative instruments; (ii) any such indebtedness or obligation of others secured by a lien on any asset of such person, whether or not such indebtedness or obligation is assumed by such person; (iii) any guarantee, endorsement, suretyship or other undertaking pursuant to which such person may be liable on account of any obligation of any third party other than a subsidiary of such person; (iv) indebtedness for the deferred purchase price of property or services; (v) obligations incurred in connection with entering into a lease which, in accordance with IFRS, should be capitalised; (vi) the similar indebtedness or obligations of a partnership or joint venture or collective investment vehicle in which such person is a general partner or joint venturer; and (vii) all obligations of the kinds described in sub-clauses (i) to (vi) above the discharge of which is guaranteed, directly or indirectly, by such person.

"Initial Management Companies" means Arenex Limited, Extrapower Limited and Ruralbridge Limited.

"Insolvency Event" means in relation to a person:

(a) that an order is made by a court of competent jurisdiction, or a resolution is passed, for the liquidation, bankruptcy or administration of such person or a notice of appointment of a bankruptcy trustee or administrator of such party is filed with a court of competent jurisdiction; or

(b) the appointment of a manager, receiver, administrative receiver, administrator, trustee or other similar officer of such party or in respect of any part or any of its assets which include, in the case of a Shareholder, New Holding Company Shareholder or a ManagementCo Shareholder (excluding the Company, any LuxCo Appointed ManagementCo Shareholder holding ManagementCo Shares solely as a LuxCo Appointed ManagementCo Shareholder, and any Manager Holder), the Shareholder Instruments held by such Shareholder, New Holding Company Shareholder or ManagementCo Shareholder; or

(c) such person convenes a meeting of its creditors or makes or proposes any arrangement or composition with, or any assignment for the benefit of, its creditors (otherwise than in the course of a reorganisation or restructuring previously approved in writing by the other parties); or

(d) such person is unable to pay its debts as they become due or insolvent or undercapitalised for purposes of any bankruptcy or insolvency law applicable to such person; or

(e) any action occurs in respect of a Shareholder, New Holding Company Shareholder or a ManagementCo Shareholder (excluding the Company and any LuxCo Appointed ManagementCo Shareholder holding ManagementCo Shares solely as a LuxCo Appointed ManagementCo Shareholder and any Manager Holder) in any jurisdiction which is analogous to any of those set out in sub-paragraphs (a), (b), (c) or (d) immediately above.

"Investment" means with respect to any person, the sum of:

(a) the aggregate Capital Contributions and advances made before, at or since the Completion Date by such person in respect of Hard Equity; plus

(b) the amount of any fees, costs and expenses paid by such person (i) in connection with the acquisition of Topco and Mddleco or (ii) otherwise on behalf or for the account and benefit of any Group Company, in each case as notified to and approved by the Board (acting reasonably); plus

(c) if such person is a Lead Investor, any VLN Reduction Amounts; plus

(d) if such person is a Lead Investor, any amounts paid or advanced, or Capital Contributions, in each case in respect of VLNs and in accordance with the Articles and the provisions of a Shareholders' Agreement, if any;

provided that (x) any such amounts that are not directly allocable to any Hard Equity of such person (or such person's Affiliates) shall be allocated rateably across all Hard Equity directly held by such person (or such person's Affiliates) at the effective time of the Investment and (y) all such amounts are only counted once.

"Investment Company Act" means the U.S. Investment Company Act of 1940, as amended from time to time.

"Lead Investor" means each of the GSCP Investors and the TPG Investors.

"Lead Investor Group" means either the GSCP Group or the TPG Group.

"Lead Investor Sale" means a sale of Hard Equity that results in the Transferee together with its Affiliates and any person acting in concert with the Transferee or any of its Affiliates holding all of the Shares and Company Shareholder Instruments held by each Lead Investor (or all of the ManagementCo Shares held by the Company) immediately prior to such sale.

"Leaver" means any Group Company Manager (including any Eligible Leaver):

(a) who has ceased to be a Group Director, managing officer, executive officer or employee, consultant, contractor, representative of a consultant or contractor assigned a management or executive or similar role, in each case engaged or employed (directly or indirectly, through a Management Company or any other person) by a Group Company;

(b) with respect to whom any service agreement, if any, under which his or her services were provided (whether directly or indirectly, including through a Management Company or other person) to a Group Company has terminated;

(c) who otherwise ceases to have his or her services provided (whether directly or indirectly, including through a Management Company or other person) to any Group Company; or

(d) who is a Compulsory Transferor, whose Associated Manager Holder is a Compulsory Transferor or in respect of whom or whose Associated Management Company or Associated Manager Holder a Compulsory Transfer Event occurs.

"Listed Sale" means any sale of Shareholder Instruments in a Group Holding Company (other than the Company) (following a Listing of such Shareholder Instruments) (a) through the facilities of any recognised securities exchange or regulated market on which such Shareholder Instruments are admitted or (b) in a broadly distributed market offering of such Shareholder Instruments so admitted.

"Listing" means the admission to trading of Shareholder Instruments of a Group Company on any recognised securities exchange or regulated market nominated by the Lead Investors, acting jointly, or by a Lead Investor exercising its unilateral right to effect the same pursuant to the terms of a Shareholders' Agreement, if any.

"LuxCo Appointed ManagementCo Shareholder" means any Manager, AcquisitionCo Director or other Group Director and/or any wholly-owned and Controlled Affiliate of the Company to which the Company may be required by the Lead Investors, acting jointly, to transfer ManagementCo Ordinary Shares and/or ManagementCo Preference Shares.

"Management Company" means any Service Company or Corporate Director, and includes, for the avoidance of doubt, each initial Management Company.

"ManagementCo" means Ontex II S.a r.l. (fka Whitelabel II S.a r.l.).

"ManagementCo Board" means the board of managers of ManagementCo from time to time, composed in accordance with the articles of association of ManagementCo and a Shareholders' Agreement, if any.

"ManagementCo Ordinary Share" means any ordinary share, including any of the class A, B, C, D and E ordinary shares, with a par value of one euro cent (EUR 0.01) each, issued by ManagementCo from time to time.

"ManagementCo Preference Share" means any preference share, with a par value of one euro cent (EUR 0.01) each and with a fixed cumulative preferential dividend rate of eight percent (8%) per annum, issued by ManagementCo from time to time.

"ManagementCo Shareholder" means any holder of ManagementCo Shares.

"ManagementCo Share" means any of the Equity Interests issued by ManagementCo (including any ManagementCo Ordinary Share, ManagementCo Preference Share or Sweet Share).

"Manager Holder" means any record holder of Shares, Company Shareholder Instruments or ManagementCo Shares who is (i) a Group Company Manager or (ii) an Affiliate of any Group Company Manager (including, for the avoidance of doubt, STAK ONV Topco).

"Managers" has the meaning given to it in Article 17.1.

"Managing Directors" has the meaning given to it in Article 19.1.

"Maximum Class A Preferred Shares Number" has the meaning given to it in Article 7.2.

"Middleco" means ONV Middleco NV.

"New Holding Company" means any holding company of the Group (as determined by the Lead Investors, acting jointly) in which the economic and other rights of each Shareholder, New Holding Company Shareholder, ManagementCo Shareholder (excluding the Company and any LuxCo Appointed ManagementCo Shareholder holding ManagementCo Shares solely as a LuxCo Appointed ManagementCo Shareholder) and each Group Company Manager are held in substantially the same proportions as their interests in the Company and ManagementCo, collectively and the economic rights of the classes of Equity Interests in the New Holding Company, taken as a whole, are substantially the same as those of the classes of Equity Interests in the Company and ManagementCo, taken as a whole, and are held in the same proportion as the Company and ManagementCo, collectively.

"New Holding Company Share" means any of the Equity Interests issued by any New Holding Company.

"New Holding Company Shareholder" means any holder of New Holding Company Shares.

"New Shares" has the meaning given to it in Article 11.1.

"Observer" has the meaning given to it in Article 17.21(a).

"Offer Notice" has the meaning given to it in Article 11(b)(i).

"Offeree Lead Investor Group" has the meaning given to it in Article 14.2.

"Offeror Lead Investor Group" has the meaning given to it in Article 14.1.

"Option Agreement" means any option agreement that may be entered into from time to time between the Company and a Group Company Manager as option holder.

"Ordinary Shareholder" means any person that holds Ordinary Shares in the Company.

"Ordinary Shares" has the meaning given to it in Article 7.1.

"Permitted Affiliated Transferee" means any Affiliate of a Lead Investor.

"Pre-emptive Acceptance Notice" has the meaning given to it in Article 11(b)(ii).

"Pre-emptive Acceptance Period" has the meaning given to it in Article 11(b)(ii).

"Pre-emptive Offeree" has the meaning given to it in Article 11(b)(i).

"Proxy Granting Manager" has the meaning given to it in Article 17.8.

"Proxy Manager" has the meaning given to it in Article 17.8.

"Qualifying Sale" means a Transfer, with the consent of the Lead Investors, acting jointly, of Hard Equity that results in the Transferee, together with its Affiliates and any persons acting in concert with the Transferee or any of its Affiliates, holding Hard Equity representing a Hard Equity Percentage greater than fifty percent (50%).

"Refinancing" means a refinancing of debt or debt securities or equity capital of any Group Company which holds all or substantially all of the Group Companies' business, assets and undertakings.

"Related Party Matter" means (a) any contract or transaction or proposed contract or transaction, (b) any arrangement or relationship or proposed arrangement or relationship, (c) any pending or contemplated litigation (or any other form of dispute resolution), or (d) any other matter, in each case of sub-clauses (a) to (d), (i) which is between a Group Company, on the one hand, and a Lead Investor Shareholder, New Holding Company Shareholder, ManagementCo Shareholder (other than the Company and any LuxCo Appointed ManagementCo Shareholder holding ManagementCo Shares solely as a LuxCo Appointed ManagementCo Shareholder), Group Director, Group Company Manager, Manager Holder, Management Company or an Affiliate of any such person, on the other hand, or (ii) in which any person in subparagraph (i) above (other than the relevant Group Company) has a direct or indirect financial interest.

"Reserved Matter Consent" means (a) the affirmative vote in a Board meeting of at least one (1) of the A Managers present at that meeting and at least one (1) of the B Managers present at that meeting, as evidenced in the minutes of that Board meeting approved by such Managers, or (b) the written consent of one (1) A Manager and one (1) B Manager, in each case notified to the relevant person; for the avoidance of doubt, such a consent communicated by means of e-mail or telefacsimile in accordance with the applicable provisions of a Shareholders' Agreement, if any, shall be considered a "written consent" for purposes of sub-clause (b) of this definition.

"ROFO Acceptance Notice" has the meaning given to it in Article 14.3.

"ROFO Acceptance Period" has the meaning given to it in Article 14.2(b).

"ROFO Buyer" has the meaning given to it in Article 14.4(c).

"ROFO Offer" has the meaning given to it in Article 14.2.

"Sale Below" means (i) a Listing (if permissible under applicable company laws) or Listed Sale of Shareholder Instruments in a Group Holding Company other than the Company, (ii) a sale of all of the Shareholder Instruments of a Group Holding Company other than the Company or (iii) an Asset Sale.

"Sale Shares" has the meaning given to it in Article 14.1.

Securities Act means the United States Securities Act of 1933, as amended from time to time.

"Security Interest" means a right, interest, power or arrangement in relation to an asset which provides security for the payment or satisfaction of a debt, obligation or liability including under a bill of sale, mortgage, charge, lien, pledge, trust, power, deposit, hypothecation or arrangement for retention of title, and includes an agreement to grant or create any of those things.

"Selling Shareholder" has the respective meanings given to it in Article 12.1 and Article 13.1(a).

"Service Company" means any person (other than an individual) (i) through which a Group Company Manager provides or may provide services pursuant to an existing service agreement or any other agreement or arrangement under which the services of any Group Company Manager or other person (including as consultant or contractor or representative of any consultant or contractor assigned a management or executive or similar role) to any Group Company or (ii) which provides or may provide services pursuant to an existing service agreement or any other agreement or arrangement under which the services of any Group Company Manager or other person (including as consultant or contractor or representative of any consultant or contractor assigned a management or executive or similar role) to any Group Company including by undertaking to make or making available any services of such Group Company Manager.

"Shareholder" means any person that holds Shares in the Company.

"Shareholder Instrument" means:

(a) Shares and Company Shareholder Instruments;

(B) ManagementCo Shares;

(c) any Equity Interest in any Group Company other than the Company and ManagementCo.

"Shareholders' Agreement" means such shareholders' agreement as may be entered into from time to time by, among others, the Shareholders and the Company in relation to, inter alia, the Shares, the Company Shareholder Instruments, the Company and related matters.

"Shares" means any shares that may be issued by the Company from time to time.

"STAK ONV Topco" means Stichting Administratiekantoor ONV Topco.

"Sweet Equity" means the Sweet Shares.

"Sweet Shares" means those sweet shares of ManagementCo to be acquired by the Group Company Managers or any Manager Holder, with such terms and conditions as may be set out in a Shareholders' Agreement, if any.

"Tag-Along Acceptance Notice" has the meaning given to it in Article 12.4(a).

"Tag-Along Offer" has the meaning given to it in Article 12.2.

"Tag-Along Purchaser" has the meaning given to it in Article 12.1.

"Tag-Along Rights" means the tag-along rights of a Transferring Shareholder under Article 12.

"Tag-Along Shareholders" has the meaning given to it in Article 12.2.

"Tagged Shares" has the meaning given to it in Article 12.1.

"Tagging Seller" has the meaning given to it in Article 12.4(a).

"Tagging Shares" has the meaning given to it in Article 12.6.

"Topco" means ONV Topco NV, a limited liability company (naamloze vennootschap) organised under the laws of Belgium, with registered office at B-9240 Zele, Spinnerijstraat 12, Belgium, registered under number 0478.416.272.

"TPG Group" means the TPG Investors, collectively.

"TPG investors" means TPG VI Ontario 1 AIV, L.P., TPG Ontario 2B, L.P. and TPG FOF VI SPV, LP.

"Transfer" means, in relation to any Shareholder Instrument, and to the extent permitted under applicable laws:

(a) to sell, assign, transfer or otherwise dispose of (including by way of transmission by operation of law), directly or indirectly, that Shareholder Instrument or any legal or beneficial interest in, or economic, voting or other right pertaining to, that Shareholder Instrument;

(b) to pledge, charge, mortgage or otherwise create or permit to subsist any Security Interest, lien or encumbrance over that Shareholder Instrument or any legal or beneficial interest in that Shareholder Instrument;

(c) to create any trust or confer any interest over that Shareholder Instrument or any legal or beneficial interest in that Shareholder Instrument;

(d) to enter into any agreement, arrangement or understanding in respect of a transfer of votes or the right to receive dividends or other distributions with respect to that Shareholder Instrument;

(e) to renounce, grant or assign any right or option to receive that Shareholder Instrument or any legal or beneficial interest in that Shareholder Instrument or call for its delivery (whether the right or option is conditional or absolute, settled by physical delivery or cash-settled, and whether it is in the money or otherwise);

(f) to enter into any transaction or other arrangement under which a person holding a legal or beneficial interest in that Shareholder Instrument, or a right or interest in respect of that Shareholder Instrument, or who Controls that Shareholder Instrument, agrees that it shall:

(i) hold any of the economic or financial benefits (including rights to receive, distributions of profits or capital) for the benefit of another;

(ii) make any payment the amount of which is determined by reference to any economic or financial benefit of the kind specified in sub-paragraph (i) above; or

(iii) deal with any voting rights attached to that Shareholder Instrument as directed by another; or

(g) to agree, whether or not subject to any condition precedent (other than a condition precedent in relation to the observance of any pre-emption or other procedures required by a Shareholders' Agreement, if any) or subsequent, to do any of (a) through (f) above, it being understood that for the purposes of this definition, a transaction or arrangement may be a Transfer irrespective of whether it is entered into by the registered holder of the Shareholder Instrument concerned, in writing, or for consideration.

"Transfer Price" means the price given to Shares subject to a Compulsory Transfer.

"Transferee" means any person to which any Shareholder Instrument is being Transferred by a Transferor, which may include, for the avoidance of doubt, an Affiliate of the Transferor. Transferor means any person Transferring any Shareholder Instrument.

"Unilateral Drag Sale" has the meaning given to it in Article 13.1.(a)(iii).

"VCOC Investor" means any Shareholder seeking to qualify as a venture capital operating company within the meaning of U.S. Treasury Regulation Section 2510.3-101.

"VLN" means those vendor loan notes which may be issued under a vendor loan instrument.

"VLN Reduction Amount" means the reduction in the liability of VLNCo in respect of any VLN by an Adjustment Amount (as such term is defined in any such VLN) on a euro for euro basis and without applying any discount.

"VLNCo" means Ontex II.-A S.a r.l.

3.2 In these Articles, words denoting the singular shall include the plural and vice versa.

3.3 Any term capitalised and not otherwise defined shall have the same meaning as in any Shareholders' Agreement.

3.4 A Manager Holder shall be considered to "hold for the benefit of any Group Company Manager those Shareholder Instruments (w) for which such Manager Holder acts, directly or indirectly, as trustee or otherwise as record holder for the benefit of such Group Company Manager or his or her Affiliates, (x) for which such Manager Holder (including STAK ONV Topco, as the case may be) has issued depositary certificates to such Group Company Manager as his or her Affiliates, (y), in which such Group Company Manager or his or her Affiliates otherwise have a direct or indirect beneficial ownership or other interest or (z) which correspond to such Group Company Manager's or his or her Affiliates' direct or indirect ownership beneficial ownership-or other interest in such Manager Holder.

4. Registered office.

4.1 The registered office of the Company is established in the City of Luxembourg.

4.2 The Board may resolve to move the Company's registered office within the City of Luxembourg.

4.3 If extraordinary political or economic events occur or are imminent, which might interfere with the normal activity at the registered office, or with easy communication between this office and abroad, the registered office may be declared to have been transferred abroad provisionally until the complete cessation of these abnormal circumstances.

4.4 Such decision, however, shall have no effect on the nationality of the Company. Such declaration of the transfer of the registered office shall be made and brought to the attention of third parties by the organ of the Company, which is best situated for this purpose under such circumstances.

5. Corporate purpose.

5.1 The Company shall have as its business purpose the holding of participations, in any form whatsoever, in Luxembourg and foreign companies, 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, the possession, the administration, the development and the management of its portfolio and the provision of services (of whatsoever description) to any Group Company.

5.2 The Company may participate in the establishment and development of any financial, industrial or commercial enterprises and may render any assistance by way of granting security interests, giving loans, guarantees or other financial or advisory services to subsidiaries or affiliated companies. The Company may borrow or otherwise incur indebtedness in any form (including, without limitation, loan notes, bonds and other debt securities).

5.3 In general, it may take any controlling and supervisory measures and carry out any financial, movable or immovable, commercial and industrial operation, which it may deem useful in the accomplishment and development of its purpose,

PROVIDED ALWAYS that the Company will not enter into any transaction which would constitute a regulated activity of the financial sector or require a business licence under Luxembourg law without due authorisation under Luxembourg law.

6. Duration. The Company is formed for an unlimited period of time.

Title II. Capital - Shares

7. Capital.

7.1 The issued capital of the Company is fixed at ten million five hundred twelve thousand five hundred euros (EUR 10,512,500.-) represented by one billion fifty-one million two hundred fifty thousand (1,051,250,000) ordinary shares, with a nominal value of one euro cent (EUR 0.01) each (the "Ordinary Shares").

7.2 The Company may issue up to two million (2,000,000) class A preferred shares (the "Class A Preferred Shares") with a nominal value of one euro cent (EUR 0.01) each (the "Maximum Class A Preferred Shares Number").

Should Class A Preferred Shares be issued by the Company, the Ordinary Shares and the Class A Preferred Shares will constitute separate classes of shares and have the same rights and obligations and rank equally for all purposes unless otherwise stated in these Articles.

7.3 The Company shall have an authorised and unissued capital of ten million Euro (EUR 10,000,000.) represented by one billion (1,000,000,000) Shares, with a nominal value of one euro cent (EUR 0.01) each.

7.4 Any share premium or further capital contribution shall be allocated to a special reserve, which may be repaid at any time to the Shareholders upon a resolution of the general meeting of Shareholders or upon a resolution of the Board, in accordance with the terms set out in these Articles or a Shareholders' Agreement, if any. For the avoidance of doubt, the Company shall treat any balance standing to the credit of such special reserve as fungible and must not reserve it, in whole or in part, to any Shareholder in respect of whose Shares any such share premium or further capital contribution has been paid in.

7.5 The Board is authorised and appointed, subject to the passing of a Reserved Matter Consent, where required under a Shareholders' Agreement, if any:

(a) to increase from time to time the subscribed capital of the Company within the limits of the authorised capital, at once or by successive portions, by issuance of new Shares with or without share premium, to be paid up in cash, by contribution in kind, by conversion of Shareholders' claims, by conversion of convertible preferred equity certificates or other convertible notes or similar instruments or by incorporation of profits or reserves into capital, subject to what may-be stated in a Shareholders' Agreement, if any; and

(b) to determine the place and the date of the issuance or of the successive issuances, the price, terms and conditions of subscription and payment of the additional Shares.

7.6 Such authorisation is valid for period of five (5) years starting from the date of publication of the present deed.

7.7 The period of this authority may be extended by resolution of the general meeting of Shareholders, from time to time, in the manner required for amendment of these Articles.

7.8 The Board is authorised to determine the conditions attached to any subscription for Shares. In case of issuance of Shares, the Board may, subject to the passing of a Reserved Matter Consent, where-required under a Shareholders' Agreement, if any, decide the amounts to be issued.

7.9 When the Board effects a whole or partial increase in capital pursuant to the provisions referred to above, it shall be obliged to take steps to amend this Article 7 in order to record the change and is authorised to take or authorise the steps required for the execution and publication of such amendment in accordance with the law.

8. Shares.

8.1 Every Share entitles its owner to one (1) vote.

8.2 The Shares are indivisible with regard to the Company, which admits only one (1) owner for each of them.

8.3 Shares in the Company shall not be redeemable at the request of a Shareholder, unless otherwise provided herein.

8.4 Subject to the passing of a Reserved Matter Consent, the Company may, however, redeem its Shares whenever the Board considers this to be in the best interest of the Company, subject to the terms and conditions the Board shall determine and within any other limitations set forth by these Articles and a Shareholders' Agreement, if any.

8.5 Unless the share redemption is immediately followed by a cancellation of the Shares so redeemed and a share capital reduction, any such redemption shall only be made out of the Company's retained profits, share premium and non-compulsory reserves, but excluding any reserve required by Luxembourg law. The redemption price shall be determined by the Board.

Title III. Transfer of shares - Pre-emptive rights - Drag along and Tag along rights - Right of first offer

9. Transfer of shares.

9.1 Subject to what is stated below, Shares may only be Transferred in accordance with the provisions of these Articles and a Shareholders' Agreement, if any. Any Transfer of Shares in breach of either these Articles or a Shareholders Agreement, if any, shall be void ab initio and of no effect and shall be disregarded by the Company, the Shareholders and the Company's management, all of whom shall refuse to register or recognise any such Transfer.

9.2 Any prospective Transferee shall enquire with the Company about the existence of a Shareholders' Agreement and the Company shall provide to a prospective Transferee a copy of the relevant provisions of the Shareholders' Agreement, if any, setting out the conditions for a Transfer of Shares.

9.3 Approval of Shareholders and Lead Investors

Any Transfer of Shares shall be permitted under these Articles and a Shareholders' Agreement, if any, in so far as such Transfer is approved in writing prior to such Transfer by the Lead Investors acting jointly. In addition, and as long as the law shall so require, any Transfer of Shares to non-Shareholders will have to be approved by the general meeting of Shareholders representing at least three quarters of the share capital.

9.4 Unless otherwise provided for in the Articles, the Class A Preferred Shares may only be transferred upon an Exit.

9.5 Required Transfers

Each Shareholder shall Transfer, and procure the transfer of, its Shares at any time when it is required to do so in accordance with the provisions of these Articles or a Shareholders' Agreement, if any.

9.6 General Requirements for Transfers

Except where such Transfer is approved in writing by the Lead Investors, acting jointly, any Transfer by a Shareholder of the Shares held by it shall be permitted under these Articles and under a Shareholders' Agreement, if any, only if:

(a) such Transfer (i) would not require the registration of any Shares under the Securities Act or Investment Company Act or any applicable U.S. state securities laws where such Shares have not already been registered pursuant to a Listing under such laws, (ii) would not violate the securities law of any jurisdiction, and (iii) (except in the context of any Lead Investor Group exercising its unilateral right as may be provided for in a Shareholders' Agreement, if any, to cause a Listing (if permissible under applicable company laws) or Listed Sale in compliance with applicable provisions of any Shareholders' Agreement) would not require the publication of a Prospectus Directive compliant prospectus or the

registration of any Shares in any non-US jurisdiction where such Shares have not already been registered pursuant to a Listing under the securities laws of such jurisdiction;

(b) except with respect to any Transfer of Sweet Shares, such Transfer complies with the provisions of Article 9.7 and of a Shareholders' Agreement, if any;

(c) the Transferor has, prior to the completion of such Transfer, delivered to each of the other Shareholders, New Holding Company Shareholders, ManagementCo Shareholders (except any LuxCo Appointed ManagementCo Shareholder holding ManagementCo Shares solely as a LuxCo Appointed ManagementCo Shareholder), Manager Holders and the Company in respect of any Transferee that will directly hold Shares immediately following such Transfer, a duly executed accession deed to a Shareholders Agreement, if any, in effect at such time signed by the Transferee except for any Transfer:

(i) to a Transferee which is a Shareholder, New Holding Company Shareholder, ManagementCo Shareholder (except the Company and any LuxCo Appointed ManagementCo Shareholder holding ManagementCo Shares solely as a LuxCo Appointed ManagementCo Shareholder) or Manager Holder immediately prior to such Transfer,

(ii) (if permitted under company law) (A) through the facilities of any recognised securities exchange or regulated market on which such Shareholder Instruments are admitted, or are the subject of an application for admission, to trading on such exchange or market pursuant to any prior Listing or otherwise, or (B) in a broadly distributed market offering of such Shareholder Instruments so admitted or subject to such an application for admission to trading,

(iii) to any Group Company;

(d) such Transfer is a Transfer to the same Transferee of the entire legal and beneficial interest in all of the Shares being Transferred by the Transferor pursuant to such Transfer;

(e) such Transfer will not cause any mandatory prepayment, acceleration of any amounts due, or breach under Finance Documents, if any;

(f) such Transfer will not cause a breach of any Shareholders' Agreement or Transaction Documents, if any;

(g) such Transfer will not result in the creation of a Security Interest, unless the creation of a Security Interest is:

(i) made in accordance with and expressly permitted by the terms of Finance Documents, if any;

(ii) consented to by, or appropriate waivers have been obtained from, the relevant banks or other finance providers under Finance Documents, if any, and any conditions to such consent or waiver have been met; or

(iii) made in connection with and in accordance with the terms of any Refinancing made in accordance with the provisions of a Shareholders' Agreement, if any (where such Refinancing would obviate the need for the Transfer to satisfy the requirements of Articles 9.6(g)(i) and 9.5(g)(ii) above).

9.7 Transfers to be Pro Rata

(a) Unless otherwise specified in these Articles or a Shareholders' Agreement, if any, no Transfer of Shares of any class, type or other division by any person shall be permitted unless the Transferor Transfers to the same Transferee at the same time the same percentage of each and every class, type or division of Shares or Company Shareholder Instruments held by or for the benefit of such Transferor (whether held in the name of such person or pursuant to a trust or other similar arrangement).

(b) A Transfer of Shares other than in compliance with Article 9.7(a) above shall only be permitted if:

(i) permitted under company law and made (A) through the facilities of any recognised securities exchange or regulated market on which such Shares are admitted, or are the subject of an application for admission, to trading on such exchange or market pursuant to any prior Listing or otherwise or (B) a broadly distributed market offering of such Shares so admitted or subject to such an application for admission to trading;

(ii) approved in writing prior to such Transfer by the Lead Investors, acting jointly; or

(iii) if otherwise required or permitted pursuant to the terms of a Shareholders' Agreement, if any.

9.8 Permitted Transfers by Shareholders

Subject to compliance with the other provisions of these Articles and a Shareholders' Agreement, if any:

(a) an Ordinary Shareholder shall be permitted to Transfer Shares to a Transferee only:

(i) with the prior written consent of the Lead Investors, acting jointly;

(ii) subject to Article 9.1, by any GSCP Investor to any Affiliate of GS Capital Partners VI Fund, L.P., GS Capital Partners VI Offshore Fund, LP, GS Capital Partners VI GmbH & CO. KG and/or GS Capital Partners VI Parallel, LP, by any TPG Investor to any Affiliate of TPG Partners VI, L.P., or by any other Ordinary Shareholder (other than a Manager Holder) to any Affiliate of such Shareholder; provided that such Transferor and Transferee shall undertake to provide for the benefit of the Company, ManagementCo and the Lead Investors, that, if the Transferee ceases to be an Affiliate of the Transferor, the Transferor shall procure that the Transferee shall re-Transfer to the Transferor (or Transfer to the Transferor's designee, if such Transfer would be, at the time of such Transfer, and would have been at the time of the original Transfer, permitted under this Article 9) the relevant Shares and, failing such re-Transfer within five (5) Business Days, without prejudice to any other remedy the Lead Investors or the Company may have, the Lead Investor Groups (excluding the Lead Investor Group of which the Transferor, if a Lead Investor, is a Member) or ManagementCo or the Company (as instructed by the non-excluded Lead Investor Groups acting jointly), shall be entitled to redeem, repurchase

or cause the Shares to be Transferred at Fair Value, including by requiring their resale (or sale directly) to any person or persons as the non-excluded Lead Investor Groups, acting jointly, may determine;

(iii) subject to Article 9.6, in accordance with, or as required by, Article 10, Article 12, Article 13 and Article 14 and any applicable provisions of a Shareholders' Agreement, if any; or

(iv) subject to Article 9.6, at any time after a Listing of the Shares, if permitted under applicable company law, (i) through the facilities of any recognised securities exchange or regulated market on which Shares are admitted to trading on such exchange or market pursuant to any prior Listing or otherwise or (ii) in a broadly distributed market offering of such Shareholder Instruments so admitted; provided that such Transfers shall be subject to any applicable lock up arrangements that have been entered into, as the case may be.

(b) a Manager Holder shall be permitted to Transfer Shares to a Transferee only:

(i) with the prior written consent of the Lead Investors, acting jointly;

(ii) subject to Article 9.6, as permitted or required by Article 10, Article 12, Article 13 and Article 14 or pursuant to any exit provisions as may be set out in a Shareholders' Agreement, if any;

(iii) subject to Article 9.6, at any time after a Listing of the Shares, if permitted under applicable company law, (or other Company Shareholder Instruments issued for the purposes of the Listing in replacement thereof or in connection therewith) (i) through the facilities of any recognised securities exchange or regulated market on which Shares or other Company Shareholder Instruments are admitted to trading on such exchange or market pursuant to any prior Listing or otherwise or (ii) in a broadly distributed market offering of such Shareholder Instruments so admitted; provided that such Transfers shall be subject to any applicable lock-up arrangements that have been entered into, as the case may be;

(iv) subject to Article 9.6 and Article 9.9, among any Group Company Manager and any of such Group Company Manager's Associated Manager Persons that are wholly-owned and directly or indirectly wholly Controlled by such Group Company Manager together with his or her spouse;

(v) subject to Article 9.6 and Article 9.9, pursuant to estate planning arrangements undertaken by a Group Company Manager for the benefit of an individual that is an Affiliate of such Group Company Manager under subparagraph (b) or (c) of the definition of "Affiliate" herein with the prior written consent (not to be unreasonably withheld or delayed) of the Lead Investors, acting jointly; provided that such Transfer conforms and continues to conform with any conditions or limitations imposed by the Lead Investors, acting jointly (acting reasonably) as a condition to their consent to such Transfer; or

(vi) subject to Article 9.6 and 9.9, where such Transferee is a Family Relation of such Manager Holder.

9.9 Limitation on Transferors

Each Transfer pursuant to Article 9.8(b)(iv) and Article 9.8(b)(v) and Article 9.8(b)(vi) shall be permitted only to the extent that the relevant Transferor and Transferee undertake, for the benefit of the Company, that if:

(a) the Associated Manager Person in Article 9.8(b)(iv) ceases to be wholly owned and directly or indirectly wholly Controlled by such Group Company Manager with his or her spouse; or

(b) the conditions necessary for such Transfer to be permitted under Article 9.8(b)(iv) or Article 9.8(b)(v) cease to be met (including if the Transferee ceases to meet the requirements of Article 9.8(b)(iv) or the arrangements cease to conform with any conditions and/or limitations that may have been imposed thereon by the Lead Investors, acting jointly in accordance with Article 9.8(b)(v),

then the Transferor shall procure that the Transferee shall, and the Transferee shall, reTransfer to the Transferor (or Transfer to the Transferor's designee, if such Transfer would be, at the time of such Transfer, and would have been, at the time of the original Transfer, permitted under Article 9.8(b) the relevant Shares and, failing such re-Transfer within five (5) Business Days, without prejudice to any other remedy that the Company or any other relevant person as may be stipulated in a Shareholders' Agreement, if any may have, the Company or any such other person pursuant to the terms of a Shareholders' Agreement, if any (as instructed by the Lead Investors, acting jointly) shall be entitled to repurchase, redeem or Transfer the relevant Shares at Fair Value, including by requiring their resale (or sale directly) to any person or persons as the Lead Investors, acting jointly, may determine.

10. Compulsory transfer.

10.1 Procedure upon the Occurrence of a Compulsory Transfer Event

Upon, or at any time after, any Group Company Manager becoming a Leaver (other than an Eligible Leaver) (a "Compulsory Transfer Event") (such Group Company Manager, an "Affected Manager"):

(a) the Company may, and in accordance with the terms of a Shareholders' Agreement, if any, or as otherwise communicated by a Compulsory Transferor (as defined below) to the Company shall, send a notice in writing (a Compulsory Transfer Event Notice) to each of the Compulsory Transferors (as defined below) specifying that:

(i) a Compulsory Transfer Event has occurred with respect to the Affected Manager; and

(ii) subject to the provisions of a Shareholders' Agreement, if any, any Shares held by such Compulsory Transferor shall be the subject of a (x) compulsory redemption or repurchase by the Company or (y) Transfer to a Lead Investor (as agreed by the Lead Investors, acting jointly), including for resale (or sale directly) to any person as may be determined by the Lead Investors, acting jointly (which may be, without limitation, any Group Director, officer, employee or consultant

(or individual providing such services as representative of an entity that is such a consultant) of a Group Company, or any person who is, or is to be, offered such a position) (any such redemption, repurchase, or Transfer a "Compulsory Transfer").

- (b) The Compulsory Transferors shall be: (i) the Affected Manager;
- (ii) any Associated Manager Holder of the Affected Manager;
- (iii) the estate of any Affected Manager or any Associated Manager Holder of the Affected Manager (in the event of his or her (and/or his or her Associated Manager Holder's) death); or
- (iv) any person who Controls or becomes directly or indirectly entitled to the Shares of such Affected Manager or of his, her or its Associated Manager Holder as a result of an Insolvency Event (including any bankruptcy trustee, administrator, administrative receiver or person exercising any similar function).
- (c) The Compulsory Transfer Event Notice shall include:
 - (i) the identity of the Affected Manager and each Compulsory Transferor listed in Article 10.1(b);
 - (ii) the number of each class of Shares of each Compulsory Transferor subject to the Compulsory Transfer (such number and classes to be calculated in accordance with the provisions of a Shareholders' Agreement, if any);
 - (iii) the relevant Transfer Price with respect to each class of Shares subject to the Compulsory Transfer calculated in accordance with Article 10.2; and
 - (iv) the then anticipated date of completion of the Compulsory Transfer.

10.2 Transfer Price

The applicable Transfer Price per Share that is subject to a Compulsory Transfer Event Notice shall be the lower of (i) the amount paid for such Share by the Compulsory Transferor or (ii) the fair market value of such Share at the date of the Compulsory Transfer Event.

10.3 Completing the Compulsory Transfer

As soon as reasonably practicable after any Compulsory Transfer Event Notice, the Company, the Lead Investors and the Compulsory Transferor to which such Compulsory Transfer Event Notice was delivered shall proceed to complete the Transfer of the Shares specified in such Compulsory Transfer Event Notice in accordance with the mechanism specified therein (subject to compliance with other provisions of these Articles and a Shareholders' Agreement, if any) with such completion taking place within ten (10) Business Days from the date of such Compulsory Transfer Event Notice (or such longer period as may be required to obtain any required regulatory approvals or consents); provided that, if such completion does not take place within these ten (10) Business Days, the Company (and such other person or persons as may be specified in a Shareholders' Agreement, if any) shall have the right and be empowered to take all action, on behalf of themselves and the Compulsory Transferors, they consider necessary or desirable to effect the completion of the transaction described in the Compulsory Transfer Event Notice and, in such event, payment of the applicable Transfer Price into a trust account on behalf of the Compulsory Transferors shall be deemed to satisfy any obligations to make payment in respect of the relevant Shares. The Compulsory Transferors (and such other person or persons as may be specified in a Shareholders' Agreement, if any) shall procure that each Group Company, and each Group Company Manager shall procure that each other Group Company Manager or his, her or its Associated Manager Persons, takes all action and uses his, her or its best efforts to complete the Transfer of the Shares contemplated thereby.

10.4 The Board is authorised and empowered to carry out the requisite formalities in connection with, and to ensure the performance of, the Compulsory Transfers in accordance with the terms of any Compulsory Transfer Event Notice. For this purpose the Board is authorised and the Shareholders grant power to the Board to make any statement and sign any documents and take any other necessary action in connection thereto.

11. Pre-emptive rights.

11.1 Entitlement to Pre-emptive Rights - Capital Increase

(a) Each of the Shareholders, the New Holding Company Shareholders, the ManagementCo Shareholders (except the Company and any LuxCo Appointed ManagementCo Shareholder holding ManagementCo Shares solely as a LuxCo Appointed ManagementCo Shareholder) and the Manager Holder from time to time shall be entitled (in the sole discretion of such Shareholder/New Holding Company Shareholder/ManagementCo Shareholder/Manager Holder) to participate, in accordance with the procedure set out in Article 11.1(b), pro rata in accordance with the Hard Equity Percentage of such Shareholder/New Holding Company Shareholder/ManagementCo Shareholder/Manager Holder (calculated immediately before such issuance), in any issuance of Shares by the Company (the "New Shares"), except in the case of:

- (i) any issuance of New Shares to a third party seller as consideration for the acquisition by the Group, on arm's-length commercial terms, of any Equity Interests, assets, businesses or undertakings, or to a third party in connection with the formation of any partnership or joint venture arrangement between any Group Company and such third party;
- (ii) any issuance of New Shares, if permitted under company law (i) pursuant to a Listing or (ii) for sale (A) through the facilities of any recognised securities exchange or regulated market on which such New Shares are admitted, or are the subject of an application for admission, to trading on such exchange or market pursuant to any prior Listing or otherwise, or (B) in a broadly distributed market offering of such New Shares so admitted or subject to such an application

for admission to trading, in any case of sub-clause (A) or (B), except to the extent that any Lead Investor is subscribing for any such New Shares;

(iii) any issuance of New Shares to a person other than a Lead Investor or any Affiliate of a Lead Investor; provided that the net proceeds there from are principally used to repay Indebtedness or to make distributions to the Shareholders in accordance with these Articles and with a Shareholders' Agreement, if any;

(iv) any issuance of New Shares to any Group Company, including any mandatory issuance as may be required under the terms of a Shareholders' Agreement, if any;

(v) any issuance of New Shares pursuant to any equity incentive plan or similar arrangements given to or for the benefit of Group Directors, officers, employees or consultants (excluding any Affiliates of any Lead Investor) of any Group Company, including any issuance of Class A Preferred Shares in exercise of any option that may be granted under an Option Agreement;

(vi) any issuance of New Shares pursuant to any redemption of existing Shares or conversion of existing Shares or ManagementCo Shares, in each case as may be expressly provided for in a Shareholders' Agreement, if any;

(vii) any issuance of New Shares against any Capital Contribution contemplated in connection with any Compulsory Transfer;

(viii) any issuance of New Shares to a Lead Investor or any of its Affiliates (i) in connection with any payment, contribution or advance related to VLNs or (ii) in connection with any recharge of fees, costs or expenses paid by the Lead Investors or their Affiliates (A) in connection with the acquisition of Topco and Middleco or (B) otherwise on behalf or for the account and benefit of any Group Company, in each case of sub-clauses (A) and (B), as notified and approved pursuant to the requirements of a Shareholders' Agreement, if any, or

(ix) any issuance of New Shares (i) required upon the exercise or conversion of any options, warrants or other convertible or exchangeable Equity Interests which were themselves issued in accordance with any applicable provisions which may be set out, in a Shareholders' Agreement, if any, or (ii) in connection with any pro rata stock split, pro rata stock dividend or other form of pro rata recapitalisation approved by the Lead Investors, acting jointly, in accordance with these Articles or a Shareholders' Agreement, if any.

(b) Exercise of Pre-emptive Rights

In connection with any issuance of New Shares in relation to which any Lead Investor or other Shareholder, New Holding Company Shareholder, ManagementCo Shareholder or Manager Holder has pre-emptive rights pursuant to Article 11.1, the Company shall not consummate such issuance except in accordance with the following procedure:

(i) No later than twenty (20) Business Days prior to the consummation of such issuance, the Company shall offer such New Shares for subscription by written notice (the "Offer Notice") to each Lead Investor and each other existing Shareholder, New Holding Company Shareholder, ManagementCo Shareholder (except the Company and any LuxCo Appointed ManagementCo Shareholder holding ManagementCo Shares solely as a LuxCo Appointed ManagementCo Shareholder) and Manager Holder (a "Pre-emptive Offeree"), specifying:

(A) the number of each class of New Shares offered and the number of each class of New Shares to which each Pre-emptive Offeree is entitled to subscribe in accordance with this Article 11.1(b) and any limitations on the class-to-class proportions in which Pre-emptive Offerees may subscribe for any classes of New Shares or any requirement to purchase any New Shares as "units";

(B) a description of the material terms of such New Shares;

(C) the subscription price per New Share of each class of New Shares; and

(D) the date by which any Pre-emptive Acceptance Notice (as defined below) must be delivered.

(ii) Each Pre-emptive Offeree desiring to accept the offer contained in the Offer Notice may accept such offer by delivering a written notice of such acceptance to the Company (a "Pre-emptive Acceptance Notice") within a period of fifteen (15) Business Days immediately following the date of the Offer Notice (the "Pre-emptive Acceptance Period"), specifying the number of each class of New Shares such Pre-emptive Offeree desires to acquire up to the amount for which such Pre-emptive Offeree is entitled to subscribe as specified in the Offer Notice (the "Base Amount") and the number of each class of additional New Shares such Pre-emptive Offeree desires to acquire if such issuance is under-subscribed (the "Additional Amount") (in each case in accordance with any limitations on class-to-class proportions or any requirement to purchase any New Shares as "units" specified in each case in the Offer Notice).

(iii) The delivery of any Pre-emptive Acceptance Notice by a Pre-emptive Offeree in accordance with Article 11.1(b) (ii) shall be considered an irrevocable offer (binding on such Pre-emptive Offeree) to subscribe for the Base Amount and Additional Amount, if any, and each Pre-emptive Offeree delivering a Preemptive Acceptance Notice shall be bound and obligated to acquire in the proposed issuance the Base Amount and Additional Amount of the classes of New Shares, at the subscription price per New Share specified in the Offer Notice, in each case subject to adjustment in accordance with Article 11.1(b)(v) below. Each Pre-emptive Offeree who does not deliver a valid and timely Pre-emptive Acceptance Notice in compliance with the requirements above and any requirements as may be set out in a Shareholders' Agreement, if any, and within the Pre-emptive Acceptance Period (unless waived in writing by the Lead Investors, acting jointly), shall be deemed to have irrevocably waived all of such Pre-emptive Offeree's rights to subscribe for New Shares in such issuance.

(iv) Following the expiry of the Pre-emptive Acceptance Period or receipt by the Company of a Pre-emptive Acceptance Notice or written waiver from each of the Pre-emptive Offerees, the New Shares corresponding to any Base Amount specified in a valid and timely Pre-emptive Acceptance Notice from a Pre-emptive Offeree shall be allocated to such Pre-emptive Offeree. Then, if the Lead Investors, acting jointly, so elect, the New Shares that have not been allocated pursuant to the preceding sentence shall be allocated among the Pre-emptive Offerees who have requested Additional Amounts, in the proportions that their respective Hard Equity Percentages bear to the sum of the Hard Equity Percentage of all such Pre-emptive Offerees (but to each such Pre-emptive Offeree only up to the Additional Amount he, she or it has requested), and the process in this sentence shall be repeated for so long as (i) any New Shares remain unallocated and (ii) one (1) or more Pre-emptive Offerees has not been allocated his, her or its entire Additional Amount. The Lead Investors may, at their discretion, acting jointly, elect not to allocate any or all of the New Shares in accordance with the immediately preceding sentence. The Lead Investors shall also have discretion to, among other things, proceed in accordance with Article 11.1(b)(vi) below, direct the Company to issue only those New Shares allocated, and none of the New Shares, if any, which have not been allocated, in accordance with this Article 11.1(b)(iv) and/or direct the Company not to issue any of the New Shares at all.

(v) The New Shares allocated to Pre-emptive Offerees in accordance with Article 11.1(b)(iv) and any New Shares to be issued to other persons pursuant to Article 11.1(b)(vi) shall be delivered (if and when the Lead Investors so determine, acting jointly) within one hundred and eighty (180) calendar days (or any extension of up to three (3) months thereafter solely for the purpose of obtaining or satisfying any required regulatory approvals or consents or notice requirements) of the expiry of the Pre-emptive Acceptance Period to such Pre-emptive Offerees or other persons against payment to the Company of the subscription price for the New Shares unless there are any restrictions in relation to the particular Pre-emptive Offeree set out in a Shareholders' Agreement, if any.

(vi) Any New Shares which are not allocated to the Pre-emptive Offerees in accordance with Article 11.1(b)(iv) may be offered to any one (1) or more persons, as determined by the Lead Investors, acting jointly, in an issuance to be consummated, together with the issuance to the relevant Pre-emptive Offerees of any New Shares allocated to them in accordance with Article 11.1(b)(iv), within one hundred and eighty (180) calendar days from the expiry of the Pre-emptive Acceptance Period (or any extension of up to three (3) months thereafter solely for the purpose of obtaining or satisfying any required regulatory approvals or consents or notice requirements); provided that (i) the price per New Share and other material terms offered to such persons and (ii) the limitations on the class-to-class proportions in which classes of New Shares may be subscribed and the requirements to purchase New Shares as "units" are, in each case of (i) and (ii) no more favourable to such person or persons than those offered to the Pre-emptive Offerees in the Offer Notice in accordance with Article 11.1(b).

(c) Employee Shares

Notwithstanding any provision to the contrary in these Articles or a Shareholders' Agreement, if any, no consent by any party shall be required in connection with any issue of New Shares pursuant to or in connection with Article 11.1(a) (v) except as may be contemplated in a Shareholders' Agreement, if any, and for any Reserved Matter Consent that may be required.

(d) Waiver of Pre-Emptive Rights

Notwithstanding any provision of this Article 11 and any applicable provisions of a Shareholders' Agreement, if any, to the contrary, at the request of the Lead Investors, acting jointly, the Board, failing which the Lead Investors, acting jointly, shall have the power, acting reasonably, to waive any pre-emptive rights under this Article 11 or in a Shareholders' Agreement, if any, in respect of an issuance of New Shares; provided that, as soon as reasonably practicable following the issuance in respect of which pre-emptive rights under this Article 11 were waived, the Board or, as the case may be, the Lead Investors, acting jointly, shall procure that the persons whose pre-emptive rights under this Article 11 were waived shall have the right to acquire New Shares (i) in such numbers and classes as they would have been entitled, (ii) at the same price and on substantially the same other terms as they would have been entitled, and (iii) no later than the date that is ninety (90) calendar days after the latest date that could have been set by the Lead Investors for completion of the issuance of their New Shares, in each case of sub-clauses (i) to (iii), had such pre-emptive rights not been waived.

12. Tag along rights.

12.1 Tag-Along

Except as provided in Article 12.5, if any Shareholder or if any ManagementCo Shareholder proposes to Transfer any Shares or ManagementCo Shares, (such Shares or ManagementCo Shares, the "Tagged Shares") in accordance with the terms of these Articles or a Shareholders' Agreement, if any, to any other person (such Transferring Shareholder and ManagementCo Shareholder for the purposes of this Article, being a "Selling Shareholder" and such proposed Transferee being a "Tag-Along Purchaser"), the Selling Shareholder shall not be permitted to complete such Transfer except in accordance with the procedure set out in this Article 12 and any applicable provisions of a Shareholders' Agreement, if any.

12.2 The Selling Shareholder shall first deliver a written notice (a "Tag-Along Offer") to each of the other Shareholders and ManagementCo Shareholders who have not waived such notice and their rights under this Article 12 in respect of the proposed Transfer (the "Tag-Along Shareholders") with a copy to each of the Company and ManagementCo, which shall set out, subject to Article 12.3:

(a) the number of each class of Shares that may be Transferred by such Tag-Along Shareholder to the Tag-Along Purchaser in accordance with this Article 12, which number of each class shall represent such Tag-Along Shareholder's Applicable Tag Proportion of its holdings of each class of Tagged Shares proposed to be Transferred;

(b) the consideration per Share for each class of Tagged Shares for which the Tag-Along Purchaser has agreed to purchase them or the method for determining such consideration;

(c) the payment terms, including a description of the form of any non-cash consideration;

(d) the name and address of the Tag-Along Purchaser;

(e) if known, the date on which the completion of the Transfer of the Tagged Shares is proposed to occur;

(f) the other terms and conditions on which the Selling Shareholder proposes for the Tagged Shares to be Transferred to the Tag-Along Purchaser (including with respect to representations, warranties and indemnities to be made or given to the Tag-Along Purchaser by the Tag-Along Shareholder or any voting or other shareholding arrangements required to be entered into between the Tag-Along Purchaser and the Tag-Along Shareholder, but which shall exclude any non-compete covenants or other undertakings to be given to the Tag-Along Purchaser); and

(g) the date (the "Acceptance Date") by which each of the Tag-Along Shareholders wishing to exercise its Tag-Along Rights must deliver written notice (which date shall be no earlier than fifteen (15) Business Days following the date of the Tag-Along Offer).

12.3 Terms and Conditions for Tagging Sellers

(a) The consideration to be paid by the Tag-Along Purchaser to the Tagging Sellers (as defined below) for their Tagging Shares (as defined below) shall be no less than the consideration per Tagged Share for each class of Tagged Shares that is to be paid to the Selling Shareholder per Share of the same class, in each case at the completion of such Transfers; and

(b) the payment terms and other material terms and conditions on which the Tagging Shares are to be Transferred to the Tag-Along Purchaser shall be no less favourable to the Tagging Sellers than the payment terms and other material terms and conditions on which the Tagged Shares of the same class are being Transferred to the Tag-Along Purchaser (including with respect to representations, warranties and indemnities to be made or given to the Tag-Along Purchaser by the Selling Shareholder or any voting or other shareholding arrangements required to be entered into between the Tag-Along Purchaser and the Selling Shareholder, but which shall exclude any non-compete covenants or other undertakings to be given to the Tag-Along Purchaser by the Selling Shareholder), in each case of Article 12.3(a) and 12.3(b) above, as set out in any agreement between the Tag-Along Purchaser and Selling Shareholder; provided that, for the avoidance of doubt, the Lead Investor Groups' rights to receive an exit fee or other payments under any Transaction Documents, and the Group Company Managers or their Associated Management Companies' entitlements under service agreements, if any, shall not be considered for the purposes of this Article 12.3, including for purposes of determining the applicable consideration per each class of Tagging Shares.

12.4 Acceptance of Tag-Along Offer; Cut-back of Shares

(a) Each Tag-Along Shareholder desiring to accept the offer in the Tag-Along Offer (a "Tagging Seller") must accept such offer by delivering a binding and irrevocable written acceptance notice to the Selling Shareholder (a "Tag-Along Acceptance Notice") by no later than the Acceptance Date.

(b) Each Tag-Along Shareholder who does not deliver a valid and timely Tag-Along Acceptance Notice, in compliance with the above requirements and any requirements as may be set out in a Shareholders' Agreement, if any, and before the Acceptance Date (unless waived in writing by the Lead Investors, acting jointly in their sole discretion), shall be deemed to have irrevocably waived all of his, her or its Tag-Along Rights with respect to such Transfer.

(c) If, following the Acceptance Date, the Tag-Along Purchaser is not willing to purchase all of the Tagged Shares and Tagging Shares proposed to be Transferred to the Tag-Along Purchaser, then the number of each class of Shares to be Transferred by each Selling Shareholder and Tagging Seller to the Tag-Along Purchaser shall be reduced to such number of each class of Shares that the Tag-Along Purchaser is willing to purchase (which shall be no less than the number of each class of Tagged Shares and no greater than the total number of each class of Tagged Shares and Tagging Shares) multiplied by the percentage, with respect to such Selling Shareholder or Tagging Seller, that such Selling Shareholder's or Tagging Seller's Hard Equity Percentage bears to the collective sum of the Hard Equity Percentages of each of the Selling Shareholders and Tagging Sellers.

12.5 Exceptions to Tag-Along Rights

Notwithstanding the foregoing, no person shall have any Tag-Along Rights specified in this Article 12 or a Shareholders' Agreement, if any, in respect of any Transfer of Shares:

(a) among Lead Investors;

(b) by any Lead Investor to a financial investor pursuant to an agreement entered into within eighteen (18) months from the Completion Date;

(c) by any Shareholder (except a Manager Holder) to a Permitted Affiliated Transferee;

(d) to an existing Shareholder or ManagementCo Shareholder with the consent of the Lead Investors, acting jointly;

(e) if permitted under applicable company law, after a Listing, with respect to sales of any Shares (A) through the facilities of any recognised securities exchange or regulated market on which the Shares being Transferred are admitted

to trading on such exchange or market pursuant to any prior Listing or otherwise or (B) in a broadly distributed market offering of such Shares so admitted;

- (f) in respect of which a Drag Notice has been served and remains in effect in accordance with Article 13;
- (g) in connection with a Sale Below;
- (h) to a New Holding Company with the consent of the Lead Investors, acting jointly;
- (i) pursuant to the provisions of Article 10;
- (j) to any Group Company (including by way of redemption or conversion of Shares or ManagementCo Shares into Shares of another class or in accordance with the other provisions of these Articles or a Shareholders' Agreement, if any);
- (k) in such other situations as may be set out in a Shareholders' Agreement, if any; or
- (l) by a Class A Preferred Shareholder to a Family Relation of such Class A Preferred Shareholder.

12.6 Completion of Transfer

Within ten (10) Business Days following the Acceptance Date, the Selling Shareholder shall send to each Tagging Seller, if any, a notice proposing a date for completion of the Transfer of the Tagged Shares and the Shares (including any Converted LuxCo Shares corresponding to ManagementCo Shares (other than Sweet Equity)) of each of the Tagging Sellers specified in the relevant Tag-Along Offers (such Shares, collectively for all Tagging Sellers, the "Tagging Shares"), as the Tagged Shares and the Tagging Shares may have been reduced pursuant to Article 12.4(c). Such date shall not be less than forty-five (45) Business Days nor more than one hundred and eighty (180) calendar days (subject to any extension by the Selling Shareholder of up to three (3) months thereafter solely for the purpose of obtaining or satisfying any required regulatory approvals or consents or notice requirements) following the Acceptance Date. Each of the Selling Shareholder and the Tagging Sellers, if any, shall proceed to complete the Transfer of such Tagged Shares and Tagging Shares, if any, to the Tag-Along Purchaser on or about such date in accordance with the terms and conditions provided for in the Tag-Along Offer (subject to amendment only to the extent that such terms and conditions are no less favourable to any Tagging Seller and no more favourable to the Selling Shareholder) and subject to compliance with the other provisions of these Articles and a Shareholders' Agreement, if any.

13. Drag along rights.

13.1 Drag-Along

(a) If any Shareholder other than a Manager Holder proposes to Transfer any Shares or proposes to cause the Company to transfer any ManagementCo Shares to any person or persons that are not Affiliates of such Shareholder (such proposing Shareholder or the Company for the purposes of this Article, being a "Selling Shareholder" and such proposed Transferee being a "Drag-Along Purchaser"), in a Transfer that is otherwise in accordance with these Articles or a Shareholders' Agreement, if any, and that:

- (i) would result in a Qualifying Sale to the Drag-Along Purchaser, together with its Affiliates and any persons acting in concert with the Drag-Along Purchaser or its Affiliates (collectively, a "Drag-Along Group");
- (ii) would result in a Lead Investor Sale to the Drag-Along Group; or
- (iii) is initiated by a Lead Investor Group (through exercise of any unilateral right it has pursuant to the terms of a Shareholders' Agreement, if any) and would result in the Drag-Along Group holding all of the Shares held by such Lead Investor Group immediately prior to such Transfer (a "Unilateral Drag Sale"), and such Selling Shareholder wishes to require that the Shares of each of the other Shareholders, (such Shares, the "Dragged Shares" and such Shareholders, the "Dragged Shareholders") are Transferred to the Drag-Along Purchaser, the Selling Shareholder may do so in accordance with the procedure described in Articles 13.1(b), 13.1(c), 13.2 and 13.3.

(b) The Selling Shareholder shall first serve a compulsory acquisition notice (the "Drag Notice") upon each of the Dragged Shareholders, with a copy to each of the Company and ManagementCo, and the Drag Notice shall specify, subject to Article 13.3:

- (i) the consideration to be paid per Dragged Share or the method by which such consideration is to be determined, in either case for each class of the Dragged Shares;
- (ii) the payment terms, including a description of the form of consideration other than all cash);
- (iii) the other material terms and conditions upon which the Selling Shareholder proposes for the Dragged Shares to be Transferred to the Drag-Along Purchaser (including with respect to representations, warranties and indemnities to be made or given to the Drag Along Purchaser by the Selling Shareholder or any voting or other shareholding arrangements required to be entered into between the Drag-Along Purchaser and the Selling Shareholder, but which shall exclude any non-compete covenants or other undertakings that may be given to the Drag-Along Purchaser by the Selling Shareholder); and
- (iv) the date on which the completion of the Transfer of the Dragged Shares is proposed to occur (which date shall be no earlier than ten (10) Business Days and no later than one hundred and eighty (180) calendar days following the date of the Drag Notice), in each case of these Articles 13.1(b)(i) to 13.1(b)(iv), subject to compliance with the provisions of this Article 13 and any other provisions of these Articles or a Shareholders' Agreement, if any.

(c) Following receipt of the Drag Notice and in accordance therewith and this Article 13, the Dragged Shareholders shall be required to Transfer (a "Drag-Along Sale") to the Drag-Along Purchaser:

(i) in case of a Lead Investor Sale or Unilateral Drag Sale, all of the Shares held by them immediately prior to such Transfer; or

(ii) in the case of a proposed Qualifying Sale that is not a Lead Investor Sale or a Unilateral Drag Sale, the Applicable Drag Proportion of such Dragged Shareholder's Shares (including any Converted LuxCo Shares (other than Sweet Equity)) held by such Dragged Shareholder immediately prior to such Transfer.

13.2 Termination of Drag Notice

If no Drag-Along Sale has been completed by the date that is one hundred and eighty (180) calendar days (subject to any extension by the Selling Shareholder of up to three (3) months thereafter solely for the purpose of obtaining or satisfying any required regulatory approvals or consents or notice requirements) after the date of each Drag Notice, each Drag Notice shall be deemed to be null and void, and each Dragged Shareholder shall be released from all of its obligations in relation to the Drag Notice. For the avoidance of doubt, at any time thereafter, the Selling Shareholder may deliver a further Drag Notice in accordance with and subject to the terms and conditions of this Article 13.

13.3 Terms and Conditions for Dragged Shareholders

As specified in the Drag Notice

(a) the consideration to be paid by the Drag-Along Purchaser to the Dragged Shareholders shall be no less than the consideration per Share of each class of the Dragged Shares that is to be paid by the Drag-Along Purchaser to the Selling Shareholder per Share of the same class, in each case at the completion of such Transfers, and

(b) the payment terms and other material terms and conditions on which the Dragged Shares are to be Transferred to the Drag-Along Purchaser shall be no less favourable to the Dragged Shareholders than the payment terms and conditions on which the Selling Shareholder is Transferring its Shares of the same classes to the Drag-Along Purchaser (including with respect to representations, warranties and indemnities to be made or given to the Drag-Along Purchaser by the Selling Shareholder or any voting or other shareholding arrangements required to be entered into between the Drag-Along Purchaser and the Selling Shareholder, but which shall exclude any non-compete covenants or other undertakings to be given to the Drag-Along Purchaser by the Selling Shareholder,

in each case of Article 13.3(a) and 13.3(b) above, as set out in any agreement between the Drag-Along Purchaser and Selling Shareholder; provided that, for the avoidance of doubt, the Lead Investors' rights to receive an exit fee, advisory fee, interim acquisition fee or other payments under any Transaction Documents, and the Group Company Managers or his or her Associated Management Company's entitlements under service agreements, if any, shall not be considered for the purposes of this Article 13.3, including, for purposes of determining the applicable consideration per each class of Dragged Shares.

13.4 Completion

As promptly as practicable, following delivery to each of the Dragged Shareholders of the Drag Notice, the Selling Shareholder and the Dragged Shareholders shall proceed to complete the Transfer to the Drag-Along Purchaser of the Shares being Transferred by the Selling Shareholder and the Dragged Shares being Transferred by the Dragged Shareholders on or about the date for completion of such Transfers specified in the Drag Notice, in accordance with the terms and conditions provided in the Drag Notice (subject to compliance with other provisions of these Articles and a Shareholders' Agreement, if any).

13.5 The Board is authorised and empowered to carry out the requisite formalities in connection with and to ensure the performance of the Drag-Along Obligations in accordance with the terms of any Drag Notice. For this purpose the Board is authorised and the Shareholders grant power to the Board to make any statement and sign any documents and take any other necessary action in connection thereto.

14. Right of first offer.

14.1 Lead Investor Right of First Offer

If a Lead Investor Group (the "Offeror Lead Investor Group") wishes to Transfer all of its Shares (the "Sale Shares"), it shall not be permitted to do so except in accordance with the procedure set out in this Article 14 and any applicable provisions of a Shareholders' Agreement, if any.

14.2 Notice of Proposed Transfer

The Offeror Lead Investor Group shall first deliver a written notice (a "ROFO Offer") to the other Lead Investor Group (the "Offeree Lead Investor Group"), which shall:

(a) constitute a binding offer by the Offeror Lead Investor Group for the Offeree Lead Investor Group to purchase all of the Sale Shares upon the terms specified therein, which offer may not be revoked prior to the date specified in Article 14.2(b) below; and

(b) specify (i) the consideration per Sale Share for each class of the Sale Shares, (ii) the date before which the offer described in Article 14.2(a) above shall remain open for acceptance (which date shall be no earlier than fifteen (15) Business Days' following the date of the ROFO Offer) (the period from the date of the ROFO Offer until such date, being the "ROFO Acceptance Period") and (iii) any other material terms of the offer.

14.3 Acceptance of Offer

If the Offeree Lead Investor Group wishes to accept the offer contained in the ROFO Offer, the Offeree Lead Investor Group must deliver a binding and irrevocable written acceptance notice (a "ROFO Acceptance Notice") by no later than the expiry of the ROFO Acceptance Period.

14.4 Transfer of Sale Shares Following Acceptance

(a) Within ten (10) Business Days of a valid and timely delivered ROFO Acceptance Notice, the Offeror Lead Investor Group shall send to the Offeree Lead Investor Group a notice proposing a date for completion of the Transfer of the Sale Shares, being a date not less than forty-five (45) Business Days nor more than one hundred and eighty (180) calendar days (subject to any extension by either Lead Investor Group by up to three (3) months thereafter solely for the purpose of obtaining or satisfying any required regulatory approvals or consents or notice requirements) after the expiry of the ROFO Acceptance Period, and the Lead Investor Groups shall proceed to complete the Transfer of the Sale Shares from the Offeror Lead Investor Group to the Offeree Lead Investor Group on such date (subject to compliance with the other provisions of these Articles or a Shareholders' Agreement, if any and on the material terms specified in the ROFO Offer and the terms specified in Article 14.4(b)).

(b) The terms of any Transfer by the Offeror Lead Investor Group in accordance with this Article 14 shall include a representation and warranty by each Lead Investor in the Offeror Lead Investor Group that:

- (i) such Lead Investor has full right, title and interest in and to the Sale Shares being Transferred by it;
- (ii) such Lead Investor has all necessary power and authority and has taken all necessary actions to effect the Transfer of the Sale Shares being transferred by it as contemplated by this Article 14; and
- (iii) the Sale Shares being transferred by it are being Transferred free and clear of any and all Security Interests. For the avoidance of doubt, the Transfer of Sale Shares contemplated by this Article 14.4(b) shall not be subject to the Tag-Along Rights of any other Shareholder or ManagementCo Shareholder.

(c) Non-acceptance of Offer

In the event that the Offeree Lead Investor Group has not delivered a ROFO Acceptance Notice to the Offeror Lead Investor Group before the expiry of the ROFO Acceptance Period, the Offeror Lead Investor Group may proceed to complete the desired Transfer of the Sale Shares to a strategic buyer or any other person or persons that are not Affiliates of the Offeror Lead Investor Group (the "ROFO Buyer") in a single transaction or a series of related transactions, provided that:

- (i) the consideration paid by the ROFO Buyer for the Sale Shares shall be no less than the corresponding consideration specified in the ROFO Offer;
- (ii) the material terms of such Transfer are no more favourable to the ROFO Buyer than the other material terms specified in the ROFO Offer (subject in each case to compliance with the other provisions of these Articles or a Shareholders' Agreement, if any and provided that the date of completion of the Transfer shall not be considered a material term); and
- (iii) if such Transfer is not effected within one hundred and eighty (180) calendar days (subject to any extension by the Offeror Lead Investor Group of up to three (3) months thereafter solely for the purpose of obtaining or satisfying any required regulatory approvals or consents or notice requirements) of the expiry of the ROFO Acceptance Period, the Offeror Lead Investor Group shall not be permitted to complete such Transfer without first delivering a new ROFO Offer and complying with the other procedures provided for in this Article 14 and any applicable provisions of a Shareholders' Agreement, if any.

15. Vesting. Upon the sale of Shares or CPECs to a third party, the Ordinary Shareholders shall procure, pro rata in accordance with their holding of such instruments, the application of a portion of the sale proceeds to the redemption by ManagementCo or the purchase by ManagementCo or another person of Sweet Shares, subject to and in accordance with such provisions as may be set out in a Shareholders' Agreement, if any.

16. Eligible leavers. At any time after a Group Company Manager becomes an Eligible Leaver before an Exit and while such Group Company Manager remains an Eligible Leaver, the Company may, or shall in case of an Exit, purchase such Group Company Manager's Class A Preferred Shares (and such Group Company Manager's Associated Manager Holders' Class A Preferred Shares held for the benefit of such Group Company Manager) for an aggregate amount determined in accordance with Article 27.1.

Title IV. Management

17. Board of managers.

17.1 Composition of the Board

The Company shall be managed by a board of managers (the "Board") composed at all times of four (4) managers consisting of two (2) class A managers (the "A Managers") and two (2) class B managers (the "B Managers", and with the A Managers, the "Managers") (or such greater or lesser number of Managers as the Shareholders may determine from time to time. The Board shall not have a chairman.

17.2 Members of the Board

At all times there must be at least one (1) Luxembourg resident Manager and at least half of the Board members must be non-UK resident.

17.3 Right to nominate managers

Unless otherwise stated in these Articles: (a) the GSCP Group shall be entitled to nominate for appointment, removal or replacement two (2) A Managers and (b) the TPG Group shall be entitled to nominate for appointment, removal or replacement two (2) B Managers.

17.4 Further nomination of the Board members

In addition to the nominations in accordance with Article 17.3, the Lead Investors shall be entitled to nominate for appointment, removal or replacement such number of additional Board members as they may from time to time decide, acting jointly.

17.5 Loss of Lead Investor Capacity and Manager Nomination Rights

(a) Subject to Article 17.5(c), if a Lead Investor Transfers Shares and, as a result, the beneficial ownership of Shares by its Lead Investor Group in the aggregate declines below twenty percent (20%) of the aggregate number of Shares in the Company, then, unless the Lead Investors agree otherwise:

(i) the Lead Investor Group- (and any member thereof) whose aggregate beneficial holdings have declined below such threshold shall no longer be entitled to nominate any person for appointment, removal or replacement as a Manager;

(ii) the other Lead Investor Group, acting individually, shall be entitled to exercise all of the rights to nominate persons as managers, previously provided to the former Lead Investor Group under these Articles and all of the rights to nominate persons as managers, previously provided to the Lead Investors acting jointly under these Articles.

(b) Where a Lead Investor Group which was no longer entitled to its nomination rights pursuant to Article 17.5(a) together with its Affiliates, regains a beneficial holding of the Shares in the Company that equals or exceeds the twenty percent (20%) threshold set out in Article 17.5(a), then such Lead Investor Group and its members shall again as long as its beneficial holding equals or exceeds the twenty percent (20%) threshold, be entitled to nominate any person for appointment, removal or replacement as a Manager, either individually or jointly with the other Lead Investor, as the case may be and the other Lead Investor shall no longer be entitled to exercise individually the rights it acquired under this Article 17 as a result of the reinstated Lead Investor's beneficial holding in the Company having fallen below the twenty percent (20%) threshold.

(c) If a Lead Investor Group is no longer entitled to nominate any Manager pursuant to this Article 17.5, then any Manager appointed by that Lead Investor Group shall resign without prejudice to the other Lead Investor Group's right to nominate for removal, replacement or appointment such person as Manager in accordance herewith.

(d) If both Lead Investor Groups have Transferred their respective Shares in the Company in equal proportions and for so long as the Lead Investors together hold in the aggregate twenty percent (20%) or more of the Shares in the Company, the provisions of Articles 17.5(a) and 17.5(b) shall not apply.

17.6 Vacation of office

If any Manager nominated by the Lead Investors or a Lead Investor Group is disqualified or prohibited from acting as a Manager under these Articles, or applicable law, then, to the extent permitted by law, that Manager shall be removed and replaced as soon as reasonably practicable by the Shareholders as instructed by the Lead Investors or, as applicable, the Lead Investor Group entitled to nominate that Manager for appointment or removal. The Lead Investor or Lead Investors entitled to nominate the relevant Manager for appointment or removal may nominate a replacement Manager in accordance with the provisions of these Articles.

17.7 Remuneration of the Managers

The Managers shall not be remunerated unless otherwise agreed on such terms as the general meeting of Shareholders may decide in accordance with the provisions of a Shareholders' Agreement, if any.

17.8 Proxy Manager

(a) Appointment and Removal

Any Manager (a "Proxy Granting Manager") may at any time in writing (i) appoint as his or her or its proxy another Manager of the Company (a "Proxy Manager") and (ii) remove such Manager as his or her or its Proxy Manager. The appointment of a Proxy Manager shall be limited in time and shall terminate automatically and immediately if the Proxy Granting Manager or the Proxy Manager ceases to be a Manager.

(b) Role

If a Proxy Granting Manager is not present (whether in person or by any other permitted means of attendance) at a meeting of the Board, a Proxy Manager shall be counted in the quorum in his or her or its capacity as Manager and Proxy Manager in accordance with Article 17.14 and shall be entitled to cast one (1) vote in his or her or its own right and another vote in respect of the Proxy Granting Manager for whom he or she or it is acting as a Proxy Manager in relation to any matter being voted on at that meeting or portion thereof by the Board (and on which the Proxy Granting Manager would be entitled to vote).

(c) No Additional Remuneration

No Proxy Manager shall be entitled to additional remuneration for such duty unless otherwise agreed by the Shareholders.

17.9 Appointment, removal, replacement of Manager by decision of the general meeting of Shareholders

The general meeting of Shareholders shall resolve on the appointment, removal or replacement as Manager, as the case may be, of any person nominated for appointment, removal or replacement as such by the Lead Investors acting either individually or jointly, as the case may be. The Managers may be appointed with or without limitation of their period of office and may be removed with or without cause at any time, subject only to the terms of a Shareholders' Agreement, if any.

17.10 Location of Meetings

All meetings of the Board (or any committee thereof) shall be held in Luxembourg (or such other location as may be agreed by the Board or the Lead Investors). Unless otherwise agreed in accordance with the provisions of a Shareholders' Agreement, if any, no meeting of the Board (or any committee thereof) shall be held in the United Kingdom.

17.11 Convening of Board Meetings

Any Manager may convene a meeting of the Board at any time by notice to the respective other Managers in accordance with Article 17.13.

17.12 Regularity of Board Meetings

The Board must, subject to applicable laws and the provisions of a Shareholders' Agreement, if any, meet at such time as any Manager, from time to time, may determine.

17.13 Notice of Board Meetings

(a) Each Manager must receive at least two (2) (or one (1)) in the event of an adjournment) Business Days' notice of a meeting of the Board unless all the Managers agree otherwise in writing or unless all the Managers are present or represented at any such meeting.

(b) Notice of a Board meeting provided in this Article 17.13 shall in each case be accompanied by such written materials as would provide each Manager with the information reasonably sufficient for such Manager to reach an informed business decision on each item on the agenda for such meeting. Notwithstanding the preceding sentence, failure to receive such information shall in no event be cause for invalidity of any resolution adopted by the Board including by written consent of the Board.

17.14 Quorum

(a) No meeting of the Board can be held unless (a) a majority of the Managers are present or represented, (b) at least one (1) A Manager is personally present and at least one (1) B Manager is personally present and (c) at least one (1) Manager residing in Luxembourg is present at the meeting.

(b) In any instance a meeting of the Board shall not be quorate if the majority of the Managers present or represented are UK-resident Managers for UK tax purposes.

(c) For the purposes of establishing the quorum for a meeting of the Board, a Manager shall be deemed present if a Proxy Manager is attending in lieu of the Proxy Granting Manager except to the extent that at least one (1) A Manager must be personally present (and not represented by a Proxy Manager) and at least one (1) B Manager must be personally present (and not represented by a Proxy Manager).

(d) No business shall be transacted at any Board meeting unless a quorum is present at the time when the meeting proceeds and remains present during the transaction of business.

17.15 Voting

(a) At any Board meeting, each Manager entitled to vote shall have one (1) vote on his or her behalf and one (1) vote on behalf of such Manager (if any) for whom he or she is acting as a Proxy Manager at such meeting.

(b) All resolutions passed at meetings of the Board shall be passed by a majority of the votes cast by those Managers present or represented at the meeting and entitled to vote on the resolution.

(c) In the event that the Board is unable to reach a decision on any matter (a Deadlock), the matter that is subject to this Deadlock shall not be undertaken, and if that Deadlock persists for fifteen (15) Business Days or more, the Board shall elevate the matter for resolution to the Lead Investors.

17.16 Adjourning and Reconvening Meetings in the Absence of a Quorum

A meeting of the Board shall be adjourned if a quorum is not present at that meeting within sixty (60) minutes of the time appointed for the meeting, and notice of such reconvened meeting shall be given to all Managers. The quorum requirements for a reconvened meeting shall be the same as for the initial meeting.

17.17 Minutes

The resolutions of the Board will be recorded in minutes signed by at least one (1) A Manager and one (1) B Manager who took part in the meeting. Copies or extracts of such minutes to be produced in judicial proceedings or elsewhere will be validly signed by those two (2) Managers. The Board must procure that a copy of the signed minutes are circulated to each Manager.

17.18 Telephone/Video Conferencing

Managers may participate in a meeting of the Board by means of a method of communication (including a telephone or a video conference) which allows all the other Managers present at such meeting (whether in person, or by proxy, or by means of such communications device) to hear and to be heard by the other Managers at any time. They shall be deemed present in person at such meeting, and shall be counted for the purpose of the quorum and shall be entitled to vote on matters considered at such meeting. Meetings held through such methods of communication shall be deemed to take place at the registered office of the Company.

17.19 Written Resolutions

Circular resolutions signed by all the Managers will be as valid and effective as if passed at a meeting of the Board duly convened and held. Such signatures may appear on a single document or multiple copies of an identical resolution. A Proxy Manager shall be entitled to execute any written resolution on behalf of the Proxy Granting Manager. The Board will procure that a copy of the signed written resolutions are circulated to each Manager.

17.20 Related Party Matters

(a) At the earliest opportunity before any action is taken by the Board (whether at a meeting of the Board or by written resolution) with respect to a Related Party Matter other than an action relating to (i) the reserved matters as set out in a Shareholders' Agreement, if any, and requiring a Reserved Matter Consent or (ii) any other matter requiring approval by any Shareholder under applicable companies laws, any Manager or other person that is aware of such matter shall disclose such matter in reasonable detail to the Board.

(b) A Manager shall be entitled to deliberate and vote on any resolution (whether at a Board meeting or by way of written resolution) regarding any Related Party Matter or other matter in which such Manager (or any party or any of their Affiliates) has a direct or indirect, financial or other interest, except if participating in such deliberation or voting on such resolution would cause such resolution to be void or voidable under mandatory provisions of applicable laws.

(c) To the fullest extent permitted by applicable laws, no Board resolution (whether taken at a meeting or by written resolution) shall be void or voidable as a result of any Manager participating in the deliberation or voting on any Related Party Matter or other matter in which such Manager (or any party or any of their respective Affiliates) has a direct or indirect financial or other interest. If any Board resolution would be void or voidable for such reason under mandatory provisions of applicable laws, the Board shall procure that a valid resolution of such Board is taken to the same effect.

17.21 Observers

(a) The VCOC Investor shall be entitled to appoint, remove or replace two (2) observers to the Board (or any committee thereof) ("Observers"). The VCOC Investor shall give the Company written notice of the appointment, removal or replacement of such Observer(s) and the date and time the appointment, removal or replacement is to take effect and the period for which the appointment is effective. The rights of the VCOC Investor described here-above shall not be transferable (unless, and to the extent, otherwise agreed by the Shareholders in a Shareholders' Agreement, if any).

(b) No Observer shall have voting rights on any matter considered by the Board (or any committee thereof), but an Observer may attend all meetings of the Board (or committee thereof) to the same extent as any Manager, save for the inability to vote. The VCOC Investor shall also have the right to meet on a regular basis with management personnel of the Company.

(c) Each Observer shall receive notice of each meeting at the same time Managers (or members of the respective committee, as the case may be), receive such notice and will be provided all materials provided to the members of the Board (or the applicable committee) at the same time such materials are provided to the members of the Board (or the committee, as the case may be).

18. Powers of the board.

18.1 Subject to Article 18.3, the Board is invested with the broadest powers to perform all acts of administration and disposition in compliance with the corporate object. All powers not expressly reserved by law or by the present Articles to the general meeting of Shareholders fall within the competence of the Board.

18.2 The Board may pay interim dividends, provided that prior to such authorisation, the Board shall be in possession of interim accounts of the Company, which provide evidence that sufficient funds are available to pay such interim dividend.

18.3 Notwithstanding the above, the Board shall be required to obtain, and shall not take any action until obtained, a Reserved Matter Consent on any reserved matters as may be set out in a Shareholders' Agreement, if any.

19. Delegation of powers.

19.1 The Board may delegate its powers to conduct the daily management of the Company to one (1) or more Managers, acting either alone or jointly, who will be called "Managing Director(s)".

19.2 The Board may also delegate the power of Company's representation to one (1) or several Managers or to any other person, Shareholder or not, who will represent individually or jointly the Company for specific transactions as determined by the Board.

19.3 To this end, any Manager may issue a power of attorney pursuant to Article 19.2, by his or her sole signature, as required, in order to give a special power to an attorney (ad hoc agent) to represent individually the Company for specific purposes as determined in the special power of attorney.

19.4 The Board may also create and delegate to any committee thereof, subject to applicable laws, such rights and powers and such advisory functions as it considers necessary or desirable to facilitate the management of the Company, provided that the Board may not create such committee without first obtaining a Reserved Matter Consent, where required under a Shareholders' Agreement, if any. Each Lead Investor Group shall at all times have the right to be represented on any committee created by the Board, by the Managers such Lead Investor Group is entitled to nominate by individual action under these Articles, in a proportion that is as close as reasonably possible to such Lead Investor Group's proportionate representation by such Managers on the Board.

20. Binding signature. The Company shall be bound by the joint signature of at least one (1) A Manager and one (1) B Manager.

21. Insurance / Exculpation / Indemnity. To the fullest extent permitted under applicable laws and if so provided, and on such terms as may be laid out, in a Shareholders' Agreement, if any, the Company shall or shall procure one (1) or several other Group Companies to purchase insurance for the benefit of, exculpate and indemnify, any person, including the Managers by way of directors' and officers' insurance designated in a Shareholders' Agreement, if any.

Title V. General meeting of the shareholders

22. General meeting.

22.1 All decisions exceeding the powers of the Board shall be taken by the general meeting of Shareholders.

22.2 General meetings of Shareholders shall be held in Luxembourg, unless the Shareholders agree otherwise. Each Shareholder must receive at least two (2) (or one (1) in the event of an adjournment pursuant to Article 22.4) Business Days' notice of a general meeting, unless all agree otherwise in writing.

22.3 Quorum Requirements

Subject to the mandatory provisions of the law, the quorum for a Shareholders' meeting of the Company shall be at least one half of the share capital of the Company present or represented including at least two (2) Shareholders, one (1) from each Lead Investor Group (or such greater number as the Lead Investors may direct), or in each case their respective appointed representatives or proxies.

22.4 Adjourning and Reconvening Meetings in the Absence of a Quorum

Shareholders' meetings shall be adjourned to the same time and place on the same day in the following week if a quorum is not present at that meeting within sixty (60) minutes of the time appointed for the meeting and notice of such reconvened meeting shall be the same as for the initial meeting.

22.5 Voting

No decision is deemed validly taken until it has been adopted by the Shareholders representing more than fifty percent (50%) of the issued capital.

22.6 Written Shareholder Resolutions

In case there is more than one (1) but less than twenty-five (25) Shareholders, the Shareholders, in lieu of attending a general meeting held in respect of the Company, may also pass resolutions in writing. In such case, each Shareholder shall receive the precise wording of the text of the resolutions or decisions to be adopted and shall give his vote in writing.

22.7 A Manager shall provide notice of the passage of such resolution as soon as possible following the passage thereof to the other Managers and the Shareholders.

Title VI. Financial year - Profits - Reserves

23. Financial year. The Company's financial year runs from the first of January to the thirty-first of December of each year. Exceptionally the first financial year shall begin on the day of incorporation and close on December 31st, 2010.

24. Accounts.

24.1 Each year, as of December 31st; the Board will draw up the balance sheet, which will contain a record of the property of the Company together with its debts and liabilities and be accompanied by an annex containing a summary of all the commitments and debts of the Managers to the Company.

24.2 At the same time the Board will prepare a profit and loss account, which will be submitted to the general meeting of Shareholders together with the balance sheet.

25. Shareholders' information. Each Shareholder may inspect at the registered office the inventory, the balance sheet and the profit and loss account during the fortnight preceding the annual general meeting.

26. Legal reserve - Results.

26.1 The credit balance of the profit and loss account, after deduction of the expenses, costs, amortisations, charges and provisions represents the net profit of the Company.

26.2 Each year, five percent (5%) of the net profit will be allocated to the statutory reserve. This deduction ceases to be compulsory when the statutory reserve amounts to one tenth of the capital but must be resumed until the reserve fund is entirely reconstituted if, any time and for any reason whatever, it has been touched. The balance is at the disposal of the general meeting of Shareholders.

27. Distribution on an exit. On an Exit, the assets of the Company remaining after payment of its debts and liabilities (the "Exit Proceeds") will be applied in the following order:

27.1 The Class A Preferred Shareholders shall receive, pro rata to their holding of Class A Preferred Shares, an amount corresponding to (i) four per cent (4%) of the sum of (a) the Exit Proceeds, plus (b) the amount paid on a redemption by the Company of convertible preferred equity certificates issued by it, if any, less (c) the amount corresponding to the Cumulative Aggregate Lead Investor Investment, less (d) an amount corresponding to (aa) twelve per cent (12%) per year on such Cumulative Aggregate Lead Investor Investment from 1 January 2013 until 31 December 2016 and (bb) eight per cent (8%) each year thereafter until Exit (in each case compounded to the extent permitted under applicable Luxembourg laws), plus (ii) in case the amount determined pursuant to subparagraph (i) is a positive number only, the amount initially invested by the Class A Preferred Shareholders in the Company, minus (iii) in case the amount determined pursuant to subparagraph (i) is a positive number only, the amount of any dividends paid on the Class A Preferred Shares prior to Exit, divided by (vi) the Maximum Class A Preferred Shares Number,

as adjusted by adding or deducting, as the case may be, all fees, charges and expense reimbursements or making other adjustments as provided for in the determination of Cumulative Net Proceeds under a Shareholders' Agreement, if any.

27.2 All remaining Exit Proceeds shall be paid to the Ordinary Shareholders proportionately to their holding of Ordinary Shares.

27.3 For the avoidance of doubt, should the sum as determined pursuant to Article 27.1 equal zero or a negative number, all Exit Proceeds will be paid to the Ordinary Shareholders proportionately to their holding of Ordinary Shares and the Class A Preferred Shareholders shall not participate in any distribution of the Exit Proceeds.

28. Liquidation

28.1 In the event of a dissolution of the Company, the liquidation will be carried out by one (1) or more liquidators who need not to be Shareholders, designated by the general meeting of Shareholders at the majority defined by article 142 of the law of 10 August 1915 on commercial companies, as amended.

28.2 The liquidator(s) shall be invested with the broadest powers for the realisation of the assets and payment of the debts.

29. Conflict. If the provisions of these Articles are in conflict, or are inconsistent as a matter of contractual interpretation or otherwise with the provisions of a Shareholders' Agreement, if any, the provisions of the latter shall prevail to the fullest extent permitted by law.

30. Applicable law. For all matters not provided for in the present Articles, the parties refer to the existing laws.

Expenses

The expenses, costs, fees and charges of any kind whatsoever, which fall to be paid by the Company as a result of this document are estimated at approximately four thousand five hundred euro (EUR 4,500.-).

Declaration

The undersigned notary who knows English, states herewith that on request of the above appearing persons the present deed is worded in English followed by a French version; on request of the same persons and in case of any differences between the English and the French text, the English text will prevail.

Whereof, the present notarial deed was drawn up in Esch-sur-Alzette (Grand Duchy of Luxembourg), on the date named at the beginning of this document.

The document having been read to the person appearing, who is known to the notary by its surname, first name, civil status and residence, the said person signed together with Us, the notary, this original deed.

Suit la traduction française du texte qui précède:

(N.B. Pour des raisons techniques, ladite version française est publiée dans le Mémorial C N° 1352 du 7 juin 2013)

Enregistré à Esch/Alzette Actes Civils, le 14 mars 2013. Relation: EAC/2013/3468. Reçu soixante-quinze euros 75,00 €.

Le Receveur ff. (signé): M. Halsdorf.

POUR EXPEDITION CONFORME.

Référence de publication: 2013048065/1578.

(130058730) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 avril 2013.