

MEMORIAL

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Luxembourg



MEMORIAL

Amtsblatt
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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° 1380

11 juin 2013

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SG Issuer, Société Anonyme.

Siège social: L-1724 Luxembourg, 15, boulevard du Prince Henri.
R.C.S. Luxembourg B 121.363.

Extrait du Procès-Verbal de l'Assemblée Générale Ordinaire tenue le 21/03/2013 à 10h00

Deuxième résolution

L'Assemblée accepte la démission du membre du Conseil de Surveillance Monsieur Frédéric GENET et désigne à partir du 21/03/2013 et pour une période de six années, Madame Véronique de la BACHELERIE, née le 10/10/1959 à Chambéry (France), demeurant professionnellement 11 avenue Emile Reuter L-2420 Luxembourg, en remplacement du membre du conseil de surveillance démissionnaire. Son mandat prendra fin lors de l'Assemblée Générale qui se tiendra en 2018.

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

SG ISSUER

Société Anonyme

Référence de publication: 2013053016/16.

(130064377) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2013.

Acsof, Société à responsabilité limitée unipersonnelle.

Siège social: L-2134 Luxembourg, 58, rue Charles Martel.
R.C.S. Luxembourg B 85.061.

Il résulte des transferts de parts sociales en date du 16 avril 2013 que:

Arans 94 S.L. ayant pour siège social Bordes d'Arans, Casa 13, Arans, Andorra, a transféré:

124 parts sociales;

à Fernando Tortajada Garcia ayant Adresse privée C. Enric Gimenez, 5, 4° 1a, 08034 Barcelona, Espagne.

Pour extrait conforme

Pour la société

Un mandataire

Référence de publication: 2013053148/14.

(130065662) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

Accelya Holding (Luxembourg) S.A., Société Anonyme.

Siège social: L-1611 Luxembourg, 41, avenue de la Gare.
R.C.S. Luxembourg B 127.787.

EXTRAIT

Il résulte de l'assemblée générale ordinaire des actionnaires de la Société tenue en date du 6 décembre 2012 de:

- nommer KPMG Audit Sàrl en tant que réviseur d'entreprises agréé pour les comptes au 30 juin 2013;

- renouveler le mandat des membres du conseil d'administration jusqu'à l'assemblée générale ordinaire des actionnaires de la Société approuvant les comptes au 30 juin 2018;

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

Référence de publication: 2013053147/13.

(130065820) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

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

Siège social: L-6944 Niederanven, 27, rue Michel Lentz.
R.C.S. Luxembourg B 158.036.

Je soussigné, Alessandro Rizzo, gérant unique confirme que les parts détenus dans RDG Holding de

- Monsieur Marcello Grossi (4200 parts) ont été vendu à Monsieur Rizzo Alessandro

- Monsieur Umberto Dalrí (4200 parts) ont été vendu à Monsieur Rizzo Alessandro

Niederanven, le 25/04/13.

Rizzo Alessandro.

Référence de publication: 2013053572/11.

(130065498) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

Rainbow Participations S.A., Société Anonyme.

Siège social: L-1537 Luxembourg, 3, rue des Foyers.
R.C.S. Luxembourg B 142.436.

Extrait du Procès-Verbal de l'Assemblée Générale Extraordinaire du 29 mars 2013

Il résulte de l'assemblée générale extraordinaire de la société Rainbow Participations S.A., tenue au siège social en date du 29 mars 2013, que les actionnaires ont pris à l'unanimité des voix, la résolution suivante:

Transfert du siège social vers L-1537 Luxembourg, 3, rue des Foyers.

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

Rainbow Participations S.A.

Référence de publication: 2013053566/13.

(130065487) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

PRS Luxembourg Partner I, Société à responsabilité limitée.

Siège social: L-1855 Luxembourg, 15, avenue J.F. Kennedy.
R.C.S. Luxembourg B 151.844.

Le 19 avril 2013, l'associé unique a décidé de nommer Monsieur Ludovic Chechin-Laurans (Quai du Seujet 24, 1211 Genève 2, Suisse) au poste de gérant en remplacement de Monsieur Alain Diriberry avec effet au 19 avril 2013.

Référence de publication: 2013053561/9.

(130065406) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

Phoenix Alliance S.A., Société Anonyme.

Siège social: L-1930 Luxembourg, 62, avenue de la Liberté.
R.C.S. Luxembourg B 155.997.

Extrait des résolutions prises lors de la réunion de l'Assemblée Générale Extraordinaire tenue en date du 16 avril 2013

1. La démission de Monsieur Thierry KOHNEN de son poste d'Administrateur Unique de la société est acceptée avec effet immédiat;

2. Madame Anne DE DECKER, employée privée, née le 7 janvier 1964 à Sint-Amansberg (Mont-Saint-Amand), Belgique, demeurant au Goedlevenstraat 135, 9041, Gand, Belgique, est nommée nouvel Administrateur Unique de la société avec effet immédiat pour une nouvelle période statutaire de 6 ans jusqu'à l'Assemblée Générale Statutaire de l'an 2018. La société est engagée, vis-à-vis des tiers, par la signature individuelle de l'Administrateur Unique.

Luxembourg, le 16 avril 2013.

Certifié exacte et sincère

Signature

Mandataire

Référence de publication: 2013053552/18.

(130065635) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

Tek Investment Holding S.A., Société Anonyme.

Siège social: L-1273 Luxembourg, 19, rue de Bitbourg.
R.C.S. Luxembourg B 72.661.

Il résulte d'une assemblée générale extraordinaire en date du 24.04.2013 que:

- Le siège social est transféré à partir du 24.04.2013 de L-1537 Luxembourg, 3, rue des Foyers vers L-1273 Luxembourg, 19, rue de Bitbourg.

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

Luxembourg, le 25.04.2013.

G.T. Experts Comptables S.à.r.l.

Luxembourg

Référence de publication: 2013053662/14.

(130065527) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

V&D Invest S.A., Société Anonyme.

Capital social: EUR 100.000,00.

Siège social: L-1882 Luxembourg, 12D, Impasse Drosbach.

R.C.S. Luxembourg B 89.852.

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EXTRAIT

Par décision de l'Assemblée Générale Extraordinaire du 27 février 2013: -

- Est acceptée avec effet au 1^{er} janvier 2013 la démission de FIDUCIARY & ACCOUNTING SERVICES S.A. en tant que Commissaire aux Comptes.

- Est acceptée avec effet au 1^{er} janvier 2013 la nomination de FIDUCIAIRE SEVE S.A. ayant son siège social 12D Impasse Drosbach, L-1882 Luxembourg n°RCS Luxembourg B 82421 en tant que Commissaire aux Comptes en remplacement de FIDUCIARY & ACCOUNTING SERVICES S.A. jusqu'à l'assemblée générale qui se tiendra en l'année 2018.

Luxembourg, le 27 février 2013.

Pour V&D Invest S.A.

Référence de publication: 2013053681/16.

(130065514) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

Universal Technics S.A., Société Anonyme.

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

R.C.S. Luxembourg B 19.174.

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Il résulte de la Résolution par écrit de l'actionnaire unique datée 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.

- les autres administrateurs, M. Marc SCHMIT, chef-comptable et Mme Annie SWETENHAM, corporate advisor, tous deux avec adresse professionnelle au 231, Val des Bons Malades, L-2121 Luxembourg, ont été reconduits pour une nouvelle période statutaire de 6 ans.

Par ailleurs, il résulte du procès-verbal de la Réunion du Conseil d'Administration tenue à la même date que le mandat du Réviseur d'Entreprises indépendant:

- ABACAB S.à r.l., avec siège social au 231, Val des Bons Malades, L-2121 Luxembourg-Kirchberg, a également été reconduit pour une nouvelle période statutaire de 6 ans.

Tous les mandats prendront fin à l'issue de l'Assemblée Générale Ordinaire qui se tiendra en 2018.

Pour extrait conforme

SG AUDIT SARL

Référence de publication: 2013053680/21.

(130065126) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

TeaForTwo S.A., Société Anonyme.

Siège social: L-1212 Luxembourg, 3, rue des Bains.

R.C.S. Luxembourg B 123.058.

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Extrait de l'assemblée générale du 22 avril 2013

Il résulte du procès-verbal de l'Assemblée Générale de la société, tenue à Luxembourg le 22 avril 2013, que les résolutions suivantes ont été adoptées:

- L'assemblée générale décide de renouveler le mandat de Weaver Int'L S.A. au poste d'administrateur de la société, et ce, jusqu'à l'assemblée générale annuelle à tenir en 2019.

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

Luxembourg, le 22 Avril 2013.

Pour la société

Signature

Un mandataire

Référence de publication: 2013053639/17.

(130065122) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

VTC Capital S.à r.l., Société à responsabilité limitée.

Siège social: L-1258 Luxembourg, 22, rue Jean-Pierre Brasseur.
R.C.S. Luxembourg B 169.375.

Extrait des décisions des associés de la société prises en date du 23 avril 2013

Les associés de la Société acceptent les démissions de (i) Mr. Mark VRIJHOEF et de (ii) Mr. Philippe TOUSSAINT de leurs mandats de gérants de catégorie B de la Société avec effet au 23 avril 2013.

Les associés de la Société ont décidé de nommer, en qualité de nouveau gérant de catégorie B de la Société, avec effet au 23 avril 2013 et pour une durée indéterminée, Monsieur Victor BENGGOA ZARRAGA, né à Bilbao (Espagne) le 5 mai 1969, dont l'adresse professionnelle est située au 22, rue Jean-Pierre Brasseur, L-1258 Luxembourg, Grand-duché de Luxembourg.

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

VTC Capital S.à r.l.
Un mandataire

Référence de publication: 2013053692/17.

(130065476) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

Waldimmo S.A., Société Anonyme.

Siège social: L-5465 Waldbredimus, 27, rue de Trintange.
R.C.S. Luxembourg B 125.461.

Extrait de la résolutions prises par les actionnaires en date du 08 avril 2013:

- constatation du transfert de siège social du Commissaire aux Comptes, à L-8826 Perlé, 1 rue de Holtz;
- constatation du changement d'adresse de l'administrateur, Monsieur Roman Marcinowski, qui demeure désormais professionnellement au 1, rue Goethe, L-1637 Luxembourg.

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

Référence de publication: 2013053695/12.

(130065648) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

W.P. Stewart Holdings Fund, Société d'Investissement à Capital Variable.

Siège social: L-1653 Luxembourg, 2-8, avenue Charles de Gaulle.
R.C.S. Luxembourg B 117.524.

Suite à l'Assemblée Générale Ordinaire du 25 mars 2013, les actionnaires de la société d'investissement à capital variable 'W.P. Stewart Holdings Fund' ont pris les résolutions suivantes:

- nommé Maarten B. Bolle, William P. Stewart, Peter Jan Rubingh, Mark Bergen and Antonius A. M. Wijsman aux postes d'administrateurs, jusqu'à l'Assemblée Générale Ordinaire qui statuera des comptes de la société au 31 décembre 2013;
- reconduit le mandat de d'Ernst & Young S.A. en tant que réviseur d'entreprise jusqu'à la date de la prochaine Assemblée Générale Ordinaire qui statuera des comptes de la société au 31 décembre 2013.

Luxembourg, le 25 avril 2013.

Brown Brothers Harriman (Luxembourg) S.C.A.

Référence de publication: 2013053694/15.

(130065571) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

Phischi Investments S.A., Société Anonyme.

Siège social: L-1637 Luxembourg, 1, rue Goethe.
R.C.S. Luxembourg B 160.043.

Extrait de la résolution prise par l'actionnaire unique, en date du 08 avril 2013:

- constatation du transfert de siège social du Commissaire aux Comptes à L-8826 Perlé, 1 rue de Holtz.

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

Référence de publication: 2013053536/10.

(130065649) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

SES Astra Services Europe S.A., Société Anonyme.

Siège social: L-6815 Betzdorf, Château de Betzdorf.

R.C.S. Luxembourg B 117.813.

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EXTRAIT

Suite à la décision de l'actionnaire unique en date du 27 mars 2013, le mandat du réviseur d'entreprises, Ernst & Young S.A., 7, rue Gabriel Lippmann, L-5365 Munsbach, n'a pas été renouvelé.

PricewaterhouseCoopers, Société Coopérative, 400 route d'Esch, L-1471 Luxembourg a été élu Réviseur d'Entreprise et le mandat prendra fin à l'issue de l'Assemblée Générale Annuelle de 2014.

Suite à la décision de l'actionnaire unique en date du 18 avril 2013, Monsieur McCarthy, avec adresse professionnelle à Château de Betzdorf, L-6815, Betzdorf, Luxembourg, remplace comme administrateur Monsieur Andrew Browne. Monsieur Padraig McCarthy est nommé comme administrateur avec effet au 18 avril jusqu'à l'Assemblée Générale Annuelle de 2015.

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

Betzdorf, le 22 avril 2013.

Référence de publication: 2013053611/18.

(130065665) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

SES Global Africa, Société Anonyme.

Siège social: L-6832 Betzdorf, Château de Betzdorf.

R.C.S. Luxembourg B 101.505.

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EXTRAIT

Suite à l'Assemblée Générale Annuelle en date du 27 mars 2013, le mandat du réviseur d'entreprises, Ernst & Young S.A., 7, rue Gabriel Lippmann, L-5365 Munsbach, n'a pas été renouvelé.

PricewaterhouseCoopers, Société Coopérative, 400 route d'Esch, L-1471 Luxembourg a été élu Réviseur d'Entreprise et le mandat prendra fin à l'issue de l'Assemblée Générale Annuelle de 2014.

Les actionnaires ont pris acte du décès de Robert Bednarek.

Ils ont également pris acte de la résignation de Monsieur Andrew Browne. Il est remplacé par Monsieur Padraig McCarthy, ayant son adresse professionnelle à Château de Betzdorf, L-6815 Betzdorf, comme administrateur avec effet au 4 avril 2013 jusqu'à l'Assemblée Générale Annuelle de 2015.

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

Betzdorf, le 22 avril 2013.

Référence de publication: 2013053612/18.

(130065231) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

Wholetrue Capital S.A., Société Anonyme.

Siège social: L-1840 Luxembourg, 43, boulevard Joseph II.

R.C.S. Luxembourg B 165.723.

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EXTRAIT

Il résulte de la décision prise par l'actionnaire unique de la Société en date du 19 avril 2013 que:

1. Est nommée aux fonctions d'administrateur de la Société:

- Mme Aline Miquel avec adresse professionnelle au 43, boulevard Joseph II, L-1840 Luxembourg;

- M. Carlos Manuel Dos Santos Russo avec adresse professionnelle Rua Professor Mota Pinto, 206, 9° Esq, 4100-354 Porto/Portugal;

Le mandat des administrateurs prendra fin lors de l'assemblée générale des actionnaires qui se tiendra en 2017

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

Luxembourg, le 24 avril 2013.

Pour la Société

Un mandataire

Référence de publication: 2013053701/18.

(130065524) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

Winston Investments Holding S.A., Société Anonyme.

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

R.C.S. Luxembourg B 36.130.

Extrait des résolutions prises lors de l'Assemblée Générale Extraordinaire tenue au siège social le 04 avril 2013.

1. L'assemblée générale décide de fixer le siège social au 8, Boulevard Royal L-2449 Luxembourg.

2. L'assemblée générale décide de nommer comme administrateurs:

- Madame Luisella MORESCHI, demeurant professionnellement au 8, Boulevard Royal, L-2449 Luxembourg;
- Madame Frédérique VIGNERON, demeurant professionnellement au 8 Boulevard Royal L-2449 Luxembourg;
- Madame Patricia OSIEKA, demeurant professionnellement au 8, Boulevard Royal, L-2449 Luxembourg.

Et comme commissaire aux comptes:

- La société Gordale Marketing Limited, avec siège social au Strovolou 77, Strovolos Center Office 204, 2018 Strovolos, Nicosia, CYPRUS.

Leurs mandats se termineront à l'issue de l'assemblée générale de 2018.

Luxembourg, le 04 avril 2013.

Pour WINSTON INVESTMENTS HOLDING S.A.

Signature

Référence de publication: 2013053702/20.

(130065154) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

Zellam S.A., Société Anonyme.

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

R.C.S. Luxembourg B 116.199.

Extrait du procès-verbal de l'assemblée générale ordinaire de l'actionnaire unique tenue le 21 septembre 2012

Le 21 septembre 2012, l'actionnaire unique de Zellam S.A. ("la Société"), a pris les résolutions suivantes:

- De renouveler le mandat d'Administrateur de la société LUXEMBOURG CORPORATION COMPANY S.A., son mandat expirant lors de l'Assemblée Générale annuelle devant se tenir en 2015;
- De renouveler le mandat d'Administrateur de la société T.C.G. Gestion S.A., son mandat expirant lors de l'Assemblée Générale annuelle devant se tenir en 2015;
- De renouveler le mandat d'Administrateur de la société CMS Management Services S.A., son mandat expirant lors de l'Assemblée Générale annuelle devant se tenir en 2015;
- De renouveler le mandat d'Administrateur-délégué de la société LUXEMBOURG CORPORATION COMPANY S.A., son mandat expirant lors de l'Assemblée Générale annuelle devant se tenir en 2015;
- De renouveler le mandat de Commissaire aux Comptes de C.A.S. Services S.A. son mandat expirant lors de l'Assemblée Générale annuelle devant se tenir en 2015;

Luxembourg, le 23 avril 2013.

Signatures

Un mandataire

Référence de publication: 2013053709/22.

(130065703) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

T-I Holdings S.à r.l., Société à responsabilité limitée.

Siège social: L-8009 Strassen, 19-21, route d'Arlon.

R.C.S. Luxembourg B 106.007.

Extrait du Conseil de Gérance du 24 novembre 2010

Le Conseil accepte la démission de Monsieur Rodney Cohen de sa fonction de gérant en date du 7 septembre 2010.

Pour extrait conforme

S. Weber

Le Secrétaire

Référence de publication: 2013053635/12.

(130065182) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

Stanhope, Société d'Investissement à Capital Variable.

Siège social: L-2449 Luxembourg, 14, boulevard Royal.
R.C.S. Luxembourg B 107.997.

Extrait des délibérations de l'Assemblée Générale Ordinaire du 24 avril 2013

L'Assemblée Générale renomme:

- Nico THILL, Président;
- Jonathan BELL, Administrateur;
- Tom GUTENKAUF, Administrateur;
- Julien SEVAUX, Administrateur.

Leurs mandats respectifs prendront fin lors de l'Assemblée Générale Ordinaire statuant sur les comptes au 31 décembre 2013.

L'Assemblée Générale renomme comme réviseur d'entreprises agréé:

- ERNST & YOUNG.

Son mandat prendra fin lors de l'Assemblée Générale Ordinaire statuant sur les comptes au 31 décembre 2013.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 24 avril 2013.

Référence de publication: 2013053622/20.

(130065194) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

Stugalux Construction S.A., Société Anonyme.

Siège social: L-8030 Strassen, 96, rue du Kiem.
R.C.S. Luxembourg B 34.563.

Extrait des résolutions prises par l'assemblée générale extraordinaire en date du 11 mars 2013

L'assemblée générale de la Société a décidé de mettre fin au mandat d'Alter Audit S.à r.l. en sa qualité de Réviseur d'entreprises agréé de la Société.

L'assemblée générale de la Société a nommé Grant Thornton Lux Audit S.A., ayant son siège social à 89A Pafbruch, L-8308 Capellen, immatriculée auprès du Registre de commerce et des sociétés sous la section B et numéro 43298, comme Réviseur d'entreprises agréé pour l'exercice 2012 de sorte que son mandat viendra à échéance lors de l'Assemblée Générale annuelle ordinaire qui se tiendra en juin 2013.

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

Référence de publication: 2013053626/15.

(130065575) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

Maricopa S.A., Société Anonyme.

Siège social: L-2121 Luxembourg, 231, Val des Bons-Malades.
R.C.S. Luxembourg B 30.905.

Il résulte des résolutions prises par l'actionnaire unique en date du 15 avril 2013 que:

- les mandats des Administrateurs sortants:

- * Mme Geneviève BLAUEN-ARENDT, administrateur de sociétés, Présidente du Conseil d'Administration;
- * M. Fernand HEIM, directeur financier;
- * M. Marc SCHMIT, chef-comptable;

tous les trois avec adresse professionnelle au 231, Val des Bons Malades, L-2121 Luxembourg.

- ainsi que celui du Commissaire aux comptes sortant:

* M. Marco RIES, réviseur d'entreprises, avec adresse professionnelle au 231, Val des Bons Malades, L-2121 Luxembourg.

ont été reconduits jusqu'à l'issue de l'Assemblée Générale Ordinaire qui se tiendra en 2018.

Pour extrait conforme
SG AUDIT S.à r.l.

Référence de publication: 2013053497/19.

(130065125) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

NSS Latin America Holdings, Société Anonyme.

Siège social: L-6815 Betzdorf, Château de Betzdorf.

R.C.S. Luxembourg B 101.885.

EXTRAIT

Suite aux résolutions de l'actionnaire unique en date du 17 avril 2013, le mandat du réviseur d'entreprises, Ernst & Young S.A., 7, rue Gabriel Lippmann, L-5365 Munsbach, n'a pas été renouvelé.

PricewaterhouseCoopers, Société Coopérative, 400 route d'Esch, L-1471 Luxembourg a été élu Réviseur d'Entreprise et le mandat prendra fin à l'issue de l'Assemblée Générale Annuelle de 2014.

L'actionnaire unique a pris acte de la résignation de Monsieur Andrew Browne.

Il est remplacé par Monsieur Padraig McCarthy, ayant son adresse professionnelle à Château de Betzdorf, L-6815 Betzdorf, comme administrateur avec effet au 17 avril 2013 jusqu'à l'Assemblée Générale Annuelle de 2016.

Les mandats des Messieurs Romain Bausch, Pierre Margue et John Purvis comme administrateurs sont renouvelés pour une durée prenant fin à l'Assemblée Générale Annuelle de 2016.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Betzdorf, le 22 avril 2013.

Référence de publication: 2013053527/19.

(130065241) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

S.L.E.G. S.A., Société Anonyme.

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

R.C.S. Luxembourg B 116.910.

Extrait du procès-verbal du conseil d'administration du 11 juillet 2012

En date du 11 juillet 2012, les membres du conseil d'administration ont décidé comme suit:

- De prendre note des démissions de M. Johan Dejans et de M. Richard Brekelmans en tant qu'administrateurs de la Société avec effet au 11 juillet 2012.

- De coopter M. Judicaël Mounguenguy, salarié, né le 24 mai 1982 à Lambaréné au Gabon, résidant professionnellement au 26-28, Rives de Clausen, L-2165 Luxembourg, en remplacement des administrateurs démissionnaires, avec effet au 11 juillet 2012. Son mandat expirera à l'assemblée générale des actionnaires approuvant les comptes annuels de la Société au 31 décembre 2012. Cette cooptation sera soumise à la ratification par l'assemblée générale des actionnaires.

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

Luxembourg, le 24 avril 2013.

Signature

Un mandataire

Référence de publication: 2013053586/19.

(130065279) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

Luxembourg Fund Services, Société Anonyme.

Siège social: L-2165 Luxembourg, 26-28, Rives de Clausen.

R.C.S. Luxembourg B 159.693.

EXTRAIT

Il résulte de l'Assemblée Générale Extraordinaire du 24 avril 2013 que

1. Monsieur Jean, dit «Camille» PAULUS, Management Consultant, né à Schiffange (Luxembourg) le 6 décembre 1940 et demeurant professionnellement au 26-28 Rives de Clausen L-2165 Luxembourg a été nommé administrateur de la société jusqu'à l'Assemblée Générale Ordinaire qui se tiendra en 2019.

2. Les mandats respectifs d'Administrateurs et de Président de Messieurs Riccardo MORALDI et Massimo LONGONI, sont également reconduits jusqu'à l'Assemblée Générale Ordinaire qui se tiendra en 2019.

Pour extrait conforme.

Luxembourg, le 25 avril 2013.

Référence de publication: 2013053475/16.

(130065464) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

SES Asia, Société Anonyme.

Siège social: L-6815 Betzdorf, Château de Betzdorf.

R.C.S. Luxembourg B 67.611.

EXTRAIT

Suite aux résolutions de l'actionnaire unique en date du 17 avril 2013, le mandat du réviseur d'entreprises, Ernst & Young S.A., 7, rue Gabriel Lippmann, L-5365 Munsbach, n'a pas été renouvelé.

PricewaterhouseCoopers, Société Coopérative, 400 route d'Esch, L-1471 Luxembourg a été élu Réviseur d'Entreprise et le mandat prendra fin à l'issue de l'Assemblée Générale Annuelle de 2014.

L'actionnaire unique a pris acte de la résignation de Monsieur Andrew Browne. Il est remplacé par Monsieur Padraig McCarthy, ayant son adresse professionnelle à Château de Betzdorf, L-6815 Betzdorf, avec effet au 17 avril 2013 jusqu'à l'Assemblée Générale Annuelle de 2016.

Les mandats des Messieurs Romain Bausch, Pierre Margue et John Purvis sont renouvelés pour une durée prenant fin à l'Assemblée Générale Annuelle de 2016.

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

Betzdorf, le 22 avril 2013.

Référence de publication: 2013053610/19.

(130065240) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

Sanlois s.à.r.l., Société à responsabilité limitée.

Siège social: L-1720 Luxembourg, 6, rue Heinrich Heine.

R.C.S. Luxembourg B 41.485.

Extrait du Procès-verbal du gérant unique du 14 mars 2012

Il résulte des contrats de cession signés ce jour que l'actionnariat de la société se compose comme suit à compter de ce jour:

- Hillside Finance S.A., Sabana Norte 100N, 65 W, San José (Costa Rica), immatriculée au National Public Registry du Costa Rica sous le numéro 3-101-284027, pour 499 actions,

- Dudley International S.A., Rohrmoser, Pavas, 300, M Sth, San José (Costa Rica), immatriculée au National Public Registry du Costa Rica sous le numéro 3-101-284013, pour 1 action.

Référence de publication: 2013053602/14.

(130065588) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

FGE, Société Anonyme.

Siège social: L-9991 Weiswampach, 61, Gruuss-Strooss.

R.C.S. Luxembourg B 111.423.

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

la société anonyme FGE, établie et ayant son siège social à L-9991 WEISWAMPACH, 61, Gruuss-Strooss, inscrite au Registre de Commerce et des Sociétés sous le numéro B 111 423.

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: 2013052364/21.

(130063778) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Salaïson de la Haute-Sûre S.A., Société Anonyme.

Siège social: L-8813 Bigonville, 15, rue du Bois.

R.C.S. Luxembourg B 144.390.

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 SALAISON DE LA HAUTE-SÛRE S.A., établie et ayant son siège social à L-8813 BIGONVILLE, 15, rue du Bois, inscrite au registre de commerce et des sociétés de et à Diekirch sous le numéro B 144390.

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 HOSCHIED, 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: 2013052370/21.

(130063608) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Vimo & Partner S.A., Société Anonyme.

Siège social: L-4972 Dippach, 32, route de Luxembourg.

R.C.S. Luxembourg B 113.973.

En date du 1^{er} mars 2013, les actionnaires décident de résilier le commissaire aux comptes, FINPART SA, Z.A. Am Brill 7A, L-3961 Ehlang-sur-Mess.

Et décide de nommer comme commissaire aux comptes la société,

WEYDERT, WELTER&ASSOCIES Sàrl, 50A, rue de Mamer, L-8280 Kehlen.

Le mandat respectif viendra à échéance lors de l'assemblée générale statuant sur les comptes annuels en date du 1^{er} mars 2019.

Signature

Conseil d'administration

Référence de publication: 2013053088/15.

(130064739) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2013.

Adecoagro S.A., Société Anonyme.

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

R.C.S. Luxembourg B 153.681.

Extrait des résolutions de l'assemblée générale annuelle

En date du 17 avril 2013, l'assemblée générale des actionnaires de la Société a décidé de renouveler le mandat de PricewaterhouseCoopers S.à r.l. en tant que réviseur d'entreprises agréé. Son mandat expirera à l'issue de l'assemblée générale des actionnaires de la Société approuvant les comptes de l'exercice social qui prendra fin au 31 décembre 2013.

L'assemblée a décidé de renouveler les mandats de Monsieur Alan Leland Boyce, Monsieur Andres Velasco Branes et Monsieur Paulo Albert Weyland Vieira en tant qu'administrateurs de la Société. Leurs mandats expireront à l'issue de l'assemblée générale annuelle des actionnaires de la Société qui se tiendra en 2016.

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

Luxembourg, le 24 avril 2013.

Signature

Un mandataire

Référence de publication: 2013053170/18.

(130065719) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

Brisants 1 S.A., Société Anonyme.

Siège social: L-1746 Luxembourg, 1, rue Joseph Hackin.
R.C.S. Luxembourg B 118.533.

Extrait du procès-verbal de la réunion du conseil d'administration tenue le 16 avril 2013 au siège de la société à 09.30 heures

Résolutions:

Le Conseil d'Administration prend connaissance de la démission de la société COSAFIN S.A. en sa qualité d'Administrateur.

En vertu des articles 51, alinéa 5 et 52 de la loi du 10 août 1915 sur les sociétés commerciales, Monsieur Koen Lozie, 61, Grand-Rue, L-8510 Redange-sur-Attert, est nommé provisoirement au poste d'administrateur B.

Le nouvel administrateur terminera le mandat de l'administrateur démissionnaire, sous réserve légale d'approbation de sa nomination par la prochaine Assemblée Générale.

Pour le Conseil d'Administration

J. WINANDY / K. LOZIE

Administrateur B / Administrateur B

Référence de publication: 2013053213/18.

(130065267) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

Batisco Holding & Finance S.à r.l., Société à responsabilité limitée.

Siège social: L-1331 Luxembourg, 11-13, boulevard Grande-Duchesse Charlotte.
R.C.S. Luxembourg B 175.041.

Extrait des résolutions de l'associée unique prises en date du 17 avril 2013

1. Le siège social a été transféré de L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte à L-1331 Luxembourg, 11-13, boulevard Grande-Duchesse Charlotte.

2. Monsieur Ronald VAN DER LUGT, administrateur de sociétés, né à Voorburg (Pays-Bas), le 4 août 1954, demeurant à Franselei, 21, 2950 Kapellen (Belgique), a été nommé comme gérant pour une durée indéterminée.

3. Le nombre des gérants a été augmenté de trois (3) à quatre (4).

Luxembourg, le 25.4.2013.

Pour extrait sincère et conforme

Pour Batisco Holding & Finance S.à r.l.

Intertrust (Luxembourg) S.A.

Référence de publication: 2013053206/17.

(130065561) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

Astralis S.A., Société Anonyme.

Siège social: L-6815 Betzdorf, Château de Betzdorf.
R.C.S. Luxembourg B 116.578.

EXTRAIT

Suite à la décision de l'actionnaire unique en date du 27 mars 2013, le mandat du réviseur d'entreprises, Ernst & Young S.A., 7, rue Gabriel Lippmann, L-5365 Munsbach, n'a pas été renouvelé.

PricewaterhouseCoopers, Société Coopérative, 400 route d'Esch, L-1471 Luxembourg a été élu Réviseur d'Entreprise et le mandat prendra fin à l'issue de l'Assemblée Générale Annuelle de 2014.

L'actionnaire unique a décidé de renouveler les mandats de Martin Halliwell et Daniel Biedermann comme administrateurs jusqu'à l'Assemblée Générale Annuelle de 2014.

L'actionnaire unique a décidé également d'élire Monsieur Pierre Margue, Monsieur John Purvis et Madame Anne Reuland, tous ayant leur adresse professionnelle à Château de Betzdorf, L-6815 Betzdorf, comme administrateurs avec effet au 27 mars 2013 jusqu'à l'Assemblée Générale Annuelle de 2014.

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

Betzdorf, le 22 avril 2013.

Référence de publication: 2013053195/19.

(130065239) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

Evarella, Société à responsabilité limitée.

Siège social: L-8308 Capellen, 75, Parc d'Activités.
R.C.S. Luxembourg B 176.735.

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STATUTES

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

Before Maître Jean SECKLER, Notary residing in Junglinster, Grand Duchy of Luxembourg,

Appeared:

MAZE S.à r.l., a private limited liability company existing and governed by the laws of the Grand-Duchy of Luxembourg with registered office at L-8308 Capellen, 75, Parc d'Activités, registered in the Trade and Companies Register of Luxembourg with file number B-110.554,

The applicant is represented by Mr Max MAYER, employee, residing professionally at L-6130 Junglinster, 3, route de Luxembourg, acting under a power of attorney, issued under private seal.

This power of attorney with the mark "NOT SUBJECT TO AMEND", made by the Notary and the mandatory, shall be attached to this Act for registration.

The Applicant appealed to the Notary, by proxy, for making the Act of Incorporation of the Limited Liability Company, the Articles of Association of which has been approved as follows:

I. Name - Registered office - Object - Duration

Art. 1. Name. There is formed a private limited liability company (société à responsabilité limitée) under the name "EVARELLA" (hereafter the Company), which will be governed by the laws of Luxembourg, in particular by the law dated 10th August, 1915, on commercial companies, as amended (hereafter the Law), as well as by the present articles of incorporation (hereafter the Articles).

Art. 2. Registered office.

2.1. The registered office of the Company is established in Capellen/Mamer, Grand Duchy of Luxembourg. It may be transferred within the boundaries of the municipality of Capellen/Mamer by a resolution of the sole manager, or as the case may be, by the board of managers of the Company. The registered office may further be transferred to any other place in the Grand Duchy of Luxembourg by means of a resolution of the sole shareholder or the general meeting of shareholders adopted in the manner required for the amendment of the Articles.

2.2. Branches, subsidiaries or other offices may be established either in the Grand Duchy of Luxembourg or abroad by a resolution of the sole manager, or as the case may be, the board of managers of the Company. Where the sole manager or the board of managers of the Company determines that extraordinary political or military developments or events have occurred or are imminent and that these developments or events would interfere with the normal activities of the Company at its registered office, or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these extraordinary circumstances. Such temporary measures shall have no effect on the nationality of the Company, which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg incorporated company.

Art. 3. Object.

3.1 The object of the Company is the acquisition of participations, in Luxembourg or abroad, in any companies or enterprises in any form whatsoever and the management of such participations. The Company may in particular acquire by subscription, purchase, and exchange or in any other manner any stock, shares and other participation securities, bonds, debentures, certificates of deposit and 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.

3.2. The Company may borrow in any form except by way of public offer. It may issue, by way of private placement only, notes, bonds and debentures and any kind of debt and/or equity securities. The Company may lend funds including, without limitation, the proceeds of any borrowings and/or issues of debt or equity securities to its subsidiaries, affiliated companies and/or any other companies. The Company may also give guarantees and pledge, transfer, encumber or otherwise create and grant security over all or over some of its assets to guarantee its own obligations and undertakings and/or obligations and undertakings of any other company, and, generally, for its own benefit and/or the benefit of any other company or person.

3.3. The Company may generally employ any techniques and instruments relating to its investments for the purpose of their efficient management, including techniques and instruments designed to protect the Company against credit, currency exchange, interest rate risks and other risks.

3.4. The Company may carry out any commercial, financial or industrial operations and any transactions with respect to real estate or movable property, which directly or indirectly favour or relate to its object.

Art. 4. Duration.

4.1. The Company is formed for an unlimited period of time.

4.2. The Company shall not be dissolved by reason of the death, suspension of civil rights, incapacity, insolvency, bankruptcy or any similar event affecting one or several of the shareholders.

II. Capital - Shares

Art. 5. Capital.

5.1. The Company's corporate capital is fixed at twelve thousand five hundred Euro (EUR 12.500) represented by one hundred (100) shares in registered form without designation of par value, all subscribed and fully paid up.

5.2. The share capital of the Company may be increased or reduced in one or several times by a resolution of the sole shareholder or, as the case may be, by the general meeting of shareholders, adopted in the manner required for the amendment of the Articles.

Art. 6. Shares.

6.1. Each share entitles the holder to a fraction of the corporate assets and profits of the Company in direct proportion to the number of shares in existence.

6.2. Towards the Company, the Company's shares are indivisible, since only one owner is admitted per share. Joint co-owners have to appoint a sole person as their representative towards the Company.

6.3. Shares are freely transferable among shareholders or, if there is no more than one shareholder, to third parties.

All or any portion of the shares held by a shareholder and any or all of the shareholder's rights under these Articles may be sold, assigned, transferred, exchanged, mortgaged, pledged, granted, hypothecated, encumbered or otherwise transferred (whether absolutely or as security).

If the Company has more than one shareholder, the transfer of shares to non-shareholders is subject to the prior approval of the general meeting of shareholders representing at least three quarters of the share capital of the Company.

A share transfer will only be binding upon the Company or third parties following a notification to, or acceptance by, the Company in accordance with article 1690 of the Civil Code.

For all other matters, reference is being made to articles 189 and 190 of the Law.

6.4. A shareholders' register will be kept at the registered office of the Company in accordance with the provisions of the Law and may be examined by each shareholder who so requests.

6.5. The Company may redeem its own shares within the limits set forth by the Law.

III. Management - Representation

Art. 7. Appointment and Removal of managers.

7.1. The Company is managed by one or more managers appointed by a resolution of the sole shareholder or the general meeting of shareholders which sets the term of their office. If several managers have been appointed, they will constitute a board of managers. The manager(s) need not to be shareholder(s).

7.2. The managers may be dismissed at any time ad nutum (without any reason).

Art. 8. Board of managers. The Board is composed of at least one (1) A manager and at least one (1) B manager.

Art. 9. Powers of the board of managers.

9.1. All powers not expressly reserved by the Law or the present Articles to the general meeting of shareholders fall within the competence of the single manager or, if the Company is managed by more than one manager, the board of managers, which shall have all powers to carry out and approve all acts and operations consistent with the Company's object.

9.2. Special and limited powers may be delegated for determined matters to one or more agents, either shareholders or not, by the manager, or if there are more than one manager, by the board of managers of the Company.

Art. 10. Procedure.

10.1. The board of managers shall meet as often as the Company's interests so requires or upon call of any manager at the place indicated in the convening notice.

10.2. Written notice of any meeting of the board of managers shall be given to all managers at least 24 (twenty-four) hours in advance of the date set for such meeting, except in case of emergency, in which case the nature of such circumstances shall be set forth in the convening notice of the meeting of the board of managers.

10.3. No such convening notice is required if all the members of the board of managers of the Company are present or represented at the meeting and if they state to have been duly informed, and to have had full knowledge of the agenda of the meeting. The notice may be waived by the consent in writing, whether in original, by telegram, telex, facsimile or e-mail, of each member of the board of managers of the Company.

10.4. Any manager may act at any meeting of the board of managers by appointing in writing another manager as his proxy.

10.5. The board of managers can validly deliberate and act only if a majority of its members is present or represented. Resolutions of the board of managers are validly taken by the majority of the votes cast. The resolutions of the board of managers will be recorded in minutes signed by all the managers present or represented at the meeting.

10.6. Any manager may participate in any meeting of the board of managers by telephone or video conference call or by any other similar means of communication allowing all the persons taking part in the meeting to hear and speak to each other. The participation in a meeting by these means is deemed equivalent to a participation in person at such meeting.

10.7. Circular resolutions signed by all the managers shall be valid and binding in the same manner as if passed at a meeting duly convened and held. Such signatures may appear on a single document or on multiple copies of an identical resolution and may be evidenced by letter or facsimile.

Art. 11. Representation. The Company shall be bound towards third parties in all matters by the joint signatures of one (1) A manager and one (1) B manager or the signature of the sole manager or, as the case may be, by the joint or single signatures of any persons to whom such signatory power has been validly delegated in accordance with article 9.2. of these Articles.

Art. 12. Liability of the managers. The managers assume, by reason of their mandate, no personal liability in relation to any commitment validly made by them in the name of the Company, provided such commitment is in compliance with these Articles as well as the applicable provisions of the Law.

IV. General Meetings of shareholders

Art. 13. Powers and Voting rights.

13.1. The sole shareholder assumes all powers conferred by the Law to the general meeting of shareholders.

13.2. Each shareholder has voting rights commensurate to its shareholding.

13.3. Each shareholder may appoint any person or entity as his attorney pursuant to a written proxy given by letter, telegram, telex, facsimile or email, to represent him at the general meetings of shareholders.

13.4. Each share entitles to one (1) vote.

Art. 14. Form - Quorum - Majority.

14.1. If there are not more than twenty-five shareholders, the decisions of the shareholders may be taken by circular resolution, the text of which shall be sent to all the shareholders in writing, whether in original or by telegram, telex, facsimile or e-mail. The shareholders shall cast their vote by signing the circular resolution. The signatures of the shareholders may appear on a single document or on multiple copies of an identical resolution and may be evidenced by letter or facsimile.

14.2. Collective decisions are only validly taken insofar as they are adopted by shareholders owning more than one half of the share capital.

14.3. However, resolutions to alter the Articles or to dissolve and liquidate the Company may only be adopted by the majority of the shareholders owning at least three quarters of the Company's share capital.

Art. 15. Sole shareholder.

15.1. Where the number of shareholders is reduced to one (1), the sole shareholder exercises all powers conferred by the Law to the General Meeting.

15.2. Any reference in the Articles to the shareholders and the General Meeting or to Shareholders Circular Resolutions is to be read as a reference to such sole shareholder or the resolutions of the latter, as appropriate.

15.3. The resolutions of the sole shareholder are recorded in minutes or drawn up in writing.

V. Annual accounts - Allocation of profits

Art. 16. Accounting Year.

16.1. The accounting year of the Company shall begin on the 1st January of each year and end on the 31th December.

16.2. Each year, with reference to the end of the Company's year, the sole manager or, as the case may be, the board of managers must prepare the balance sheet and the profit and loss accounts of the Company as well as an inventory including an indication of the value of the Company's assets and liabilities, with an annex summarising all the Company's commitments and the debts of the managers, the statutory auditor(s) (if any) and shareholders towards the Company.

16.3. Each shareholder may inspect the above inventory and balance sheet at the Company's registered office.

16.4. The balance sheet and profit and loss account are approved at the annual General Meeting or by way of Shareholders Circular Resolutions within six (6) months from the closing of the financial year.

Art. 17. Allocation of Profits.

17.1. The gross profits of the Company stated in the annual accounts, after deduction of general expenses, amortisation and expenses represent the net profit. An amount equal to five per cent (5%) of the net profits of the Company is allocated to the statutory reserve, until this reserve amounts to ten per cent (10%) of the Company's nominal share capital.

17.2. The general meeting of shareholders has discretionary power to dispose of the surplus. It may in particular allocate such profit to the payment of a dividend or transfer it to the reserve or carry it forward.

17.3. Interim dividends may be distributed, at any time, under the following conditions:

(i) a statement of accounts or an inventory or report is established by the manager or the board of managers of the Company;

(ii) this statement of accounts, inventory or report shows that sufficient profits and other reserves (including share premium) are available for distribution; it being understood that the amount to be distributed may not exceed realised profits since the end of the last financial year, increased by carried forward profits and distributable reserves but decreased by carried forward losses and sums to be allocated to the statutory reserve;

(iii) the decision to pay interim dividends is taken by the single shareholder or the general meeting of shareholders of the Company within two (2) months from the date of the interim accounts;

(iv) assurance has been obtained that the rights of the creditors of the Company are not threatened; and

(v) where the interim dividends paid exceed the distributable profits at the end of the financial year, the shareholders must refund the excess to the Company.

VI. Dissolution - Liquidation

Art. 18.

18.1. In the event of a dissolution of the Company, the liquidation will be carried out by one or several liquidators, who do not need to be shareholders, appointed by a resolution of the sole shareholder or the general meeting of shareholders which will determine their powers and remuneration. Unless otherwise provided for in the resolution of the shareholder(s) or by law, the liquidators shall be invested with the broadest powers for the realisation of the assets and payments of the liabilities of the Company.

18.2 The surplus resulting from the realisation of the assets and the payment of the liabilities of the Company shall be paid to the shareholder or, in the case of a plurality of shareholders, the shareholders in proportion to the shares held by each shareholder in the Company.

VII. General provision

Art. 19.

19.1. Notices and communications are made or waived and the Managers Circular Resolutions as well as the Shareholders Circular Resolutions are evidenced in writing, by telegram, telefax, e-mail or any other means of electronic communication.

19.2. Powers of attorney are granted by any of the means described above. Powers of attorney in connection with Board meetings may also be granted by a manager in accordance with such conditions as may be accepted by the Board.

19.3. Signatures may be in handwritten or electronic form, provided they fulfil all legal requirements to be deemed equivalent to handwritten signatures. Signatures of the Managers Circular Resolutions, the resolutions adopted by the Board by telephone or video conference and the Shareholders Circular Resolutions, as the case may be, are affixed on one original or on several counterparts of the same document, all of which taken together constitute one and the same document.

19.4. All matters not expressly governed by the Articles are determined in accordance with the law and, subject to any non available provisions of the law, any agreement entered into by the shareholders from time to time.

Transitory provision

The first accounting year begins today and shall end on December 31st, 2013.

Evaluation of the Expenses

The amount of the expenses, costs, remunerations and charges, in any form whatsoever, to be borne by the present deed are estimated to about EUR 1,200.-.

Subscription

All the one hundred (100) shares have been subscribed by the company MAZE S.à r.l., prenamed, and have been fully paid-up by contribution in cash, so that the sum of twelve thousand five hundred Euro (12,500 EUR) is at the free disposal of the Company, evidence of which has been given to the undersigned notary.

Decisions of the sole applicant

The sole applicant, representing the entire share capital, immediately made the following decisions:

- 1.- The Head Office of the Company shall be located at 75, Parc d'activités, L-8308 Capellen/Mamer, Grand Duchy of Luxembourg.
- 2.- The number of Managers is set to one.
- 3.- The general meeting appoints as the sole Manager, for an indefinite period:

- TITAN S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée) the registered office of which is located at 75, Parc d'activités, L-8308 Capellen/Mamer, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 164.838.

Statement

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

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

The document having been read in the language of the mandatory, known to the notary by surname, Christian name, civil status and residence, the said mandatory signed together with us the notary the present deed.

Suit la traduction française du texte qui précède

L'an deux mille treize, le quatre avril.

Par-devant Maître Jean SECKLER, notaire de résidence à Junglinster, Grand-Duché de Luxembourg.

A comparu:

MAZE S.à r.l., société à responsabilité limitée existant et gouvernée par les lois du Grand-Duché de Luxembourg, ayant son siège à L-8308 Capellen, 75, Parc d'Activités, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro de dossier B-110.554.

La partie comparante est représentée par Monsieur Max MAYER, employé, demeurant professionnellement à L-6130 Junglinster, 3, route de Luxembourg, en vertu d'une procuration donnée sous seing privé.

Laquelle procuration après avoir été signée "NE VARIETUR" par le Notaire et le mandataire, restera ci-annexée pour être formalisée avec le présent acte.

Laquelle comparante, telle que représentée, a requis le notaire instrumentant de dresser un acte d'une société à responsabilité limitée, qu'elle déclare constituer et dont ils ont arrêtés les statuts comme suit:

I. Dénomination - Siège social - Objet social - Durée

Art. 1^{er}. Dénomination. Il est établi une société à responsabilité limitée sous la dénomination "EVARELLA" (ci-après la Société), qui sera régie par les lois du Luxembourg, en particulier par la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée (ci-après la Loi) et par les présents statuts (ci-après les Statuts).

Art. 2. Siège social.

2.1. Le siège social est établi à Capellen/Mamer, Grand-Duché de Luxembourg. Il peut être transféré dans les limites de la commune de Capellen/Mamer par décision du gérant unique, ou, le cas échéant, par le conseil de gérance de la Société. Il peut être transféré en tout autre endroit du Grand-Duché de Luxembourg par résolution de l'associé unique ou de l'assemblée générale des associés délibérant comme en matière de modification des Statuts.

2.2. Il peut être créé par décision du gérant unique ou, le cas échéant, du conseil de gérance, des succursales, filiales ou bureaux tant au Grand-Duché de Luxembourg qu'à l'étranger. Lorsque le gérant unique ou le conseil de gérance estime que des événements extraordinaires d'ordre politique ou militaire se sont produits ou sont imminents, et que ces événements seraient de nature à compromettre l'activité normale de la Société à son siège social, ou la communication aisée entre le siège social et l'étranger, le siège social pourra être transféré provisoirement à l'étranger, jusqu'à cessation complète de ces circonstances anormales. Ces mesures provisoires n'auraient toutefois aucun effet sur la nationalité de la Société qui, en dépit du transfert de son siège social, restera une société luxembourgeoise.

Art. 3. Objet social.

3.1 L'objet de la Société est la prise de participations, tant au Luxembourg qu'à l'étranger, dans toutes 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 autres instruments de dette 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.

3.2 La Société pourra emprunter sous quelque forme que ce soit sauf par voie d'offre publique. Elle peut procéder, uniquement par voie de placement privé, à l'émission de billets à ordres et de parts sociales et obligations et d'autres titres représentatifs d'emprunts et/ou de créances. La Société pourra prêter des fonds, en ce compris, sans limitation, ceux résultant des emprunts et/ou des émissions d'obligations ou de valeurs, à ses filiales, sociétés affiliées et/ou à toute autre société. La Société pourra aussi donner des garanties et nantir, transférer, grever, ou créer de toute autre manière et accorder des sûretés sur la totalité ou partie de ses actifs afin de garantir ses propres obligations et engagements et/ou obligations et engagements de toute autre société, et, de manière générale, en sa faveur et/ou en faveur de toute autre société ou personne.

3.3 La Société peut, d'une manière générale, employer toutes les techniques et instruments liés à des investissements en vue d'une gestion efficace, y compris des techniques et instruments destinés à la protéger contre les risques de crédit, risques de taux de change, fluctuations de taux d'intérêt et autres risques.

3.4 La Société pourra accomplir toutes opérations commerciales, financières ou industrielles, ainsi que toutes transactions se rapportant à la propriété immobilière ou mobilière, qui directement ou indirectement favorisent ou se rapportent à la réalisation de son objet social.

Art. 4. Durée.

4.1 La Société est constituée pour une durée indéterminée.

4.2 La Société ne sera pas dissoute par suite du décès, de l'interdiction, de l'incapacité, de l'insolvabilité, de la faillite ou de tout autre événement similaire affectant un ou plusieurs associés.

II. Capital - Parts sociales

Art. 5. Capital.

5.1. Le capital social de la Société est fixé à douze mille cinq cents euros (EUR 12.500) représenté par cent (100) parts sociales sous forme nominative et sans désignation de valeur nominale, toutes souscrites et entièrement libérées.

5.2. Le capital social de la Société pourra être augmenté ou réduit en une seule ou plusieurs fois par résolution de l'associé unique ou, le cas échéant, de l'assemblée générale des associés délibérant comme en matière de modification des Statuts.

Art. 6. Parts sociales.

6.1. Chaque part sociale donne droit à une fraction des actifs et bénéfices de la Société en proportion directe avec le nombre des parts sociales existantes.

6.2. Envers la Société, les parts sociales de la Société sont indivisibles, de sorte qu'un seul propriétaire par part sociale est admis. Les copropriétaires indivis doivent désigner une seule personne qui les représente auprès de la Société.

6.3. Les parts sociales sont librement cessibles entre associés et, en cas d'associé unique, à des tiers.

Toutes les parts sociales ou une partie des parts sociales détenues par un associé, et tout autre droit de l'associé gouverné par ces Statuts, peuvent être vendus, cédés, transférés, échangés, hypothéqués, gagés, grevés ou bien transférés (soit entièrement ou comme garantie).

En cas de pluralité d'associés, la cession de parts sociales à des non-associés n'est possible qu'avec l'agrément préalable de l'assemblée générale des associés représentant au moins les trois quarts du capital social.

La cession de parts sociales n'est opposable à la Société ou aux tiers qu'à la suite d'une notification à la Société ou de l'acceptation par celle-ci conformément aux dispositions de l'article 1690 du Code Civil.

Pour toutes autres questions, il est fait référence aux dispositions des articles 189 et 190 de la Loi.

6.4. Un registre des associés sera tenu au siège social de la Société où il pourra être consulté par chaque associé qui le demande, conformément aux dispositions de la Loi.

6.5. La Société peut procéder au rachat de ses propres parts sociales dans les limites et aux conditions prévues par la Loi.

III. Gestion - Représentation

Art. 7. Nomination et Révocation des gérants.

7.1 La Société est gérée par un ou plusieurs gérants qui seront nommés par résolution de l'associé unique ou de l'assemblée générale des associés, lequel/laquelle fixera la durée de leur mandat. Si plusieurs gérants sont nommés, ils constitueront un conseil de gérance. Le(s) gérant(s) ne sont pas nécessairement associé(s).

7.2 Les gérants sont révocables à tout moment ad nutum.

Art. 8. Conseil de gérance. Le Conseil est composé d'au moins un (1) gérant A et d'au moins un (1) gérant B.

Art. 9. Pouvoirs du conseil de gérance.

9.1. Tous les pouvoirs non expressément réservés à l'assemblée générale des associés par la Loi ou les présents Statuts seront de la compétence du gérant unique ou, si la Société a plusieurs gérants, du conseil de gérance, qui aura tous les pouvoirs pour effectuer et approuver tous actes et opérations conformes à l'objet social de la Société.

9.2. Des pouvoirs spéciaux et limités pour des tâches spécifiques peuvent être délégués à un ou plusieurs agents, associés ou non, par le gérant, ou en cas de pluralité de gérants, par le conseil de gérance de la Société.

Art. 10. Procédure.

10.1. Le conseil de gérance se réunira aussi souvent que l'intérêt de la Société l'exige ou sur convocation d'un des gérants au lieu indiqué dans l'avis de convocation.

10.2. Il sera donné à tous les gérants un avis écrit de toute réunion du conseil de gérance au moins 24 (vingt-quatre) heures avant la date prévue pour la réunion, sauf en cas d'urgence, auquel cas la nature (et les motifs) de cette urgence seront mentionnés brièvement dans l'avis de convocation de la réunion du conseil de gérance.

10.3. La réunion peut être valablement tenue sans convocation préalable si tous les membres du conseil de gérance de la Société sont présents ou représentés lors de la réunion et déclarent avoir été dûment informés de la réunion et de son ordre du jour. Il peut aussi être renoncé à la convocation avec l'accord de chaque membre du conseil de gérance de la Société donné par écrit soit en original, soit par télégramme, télex, télécopie ou courrier électronique.

10.4. Tout gérant pourra se faire représenter aux réunions du conseil de gérance en désignant par écrit un autre gérant comme son mandataire.

10.5. Le conseil de gérance ne pourra délibérer et agir valablement que si la majorité de ses membres sont présents ou représentés. Les décisions du conseil de gérance ne sont prises valablement qu'à la majorité de voix exprimées. Les procès-verbaux des réunions du conseil de gérance seront signés par tous les gérants présents ou représentés à la réunion.

10.6. Tout gérant peut participer à la réunion du conseil de gérance par téléphone ou vidéo conférence ou par tout autre moyen de communication similaire, ayant pour effet que toutes les personnes participant à la réunion peuvent s'entendre et se parler. La participation à la réunion par un de ces moyens équivaut à une participation en personne à la réunion.

10.7. Les résolutions circulaires signées par tous les gérants seront considérées comme étant valablement adoptées comme si une réunion du conseil de gérance dûment convoquée avait été tenue. Les signatures des gérants peuvent être apposées sur un document unique ou sur plusieurs copies d'une résolution identique, envoyées par lettre ou fax.

Art. 11. Représentation. La Société sera engagée, en toutes circonstances, vis-à-vis des tiers par les signatures conjointes d'un (1) gérant A et d'un (1) gérant B ou du gérant unique, ou, le cas échéant, par les signatures individuelles ou conjointes de toutes personnes à qui de tels pouvoirs de signature ont été valablement délégués conformément à l'article 9.2. des Statuts.

Art. 12. Responsabilités des gérants. Les gérants ne contractent en raison de leur fonction aucune obligation personnelle concernant les engagements régulièrement pris par eux au nom de la Société, dans la mesure où ces engagements sont pris en conformité avec les Statuts et les dispositions de la Loi.

IV. Assemblée Générale des associés

Art. 13. Pouvoirs et Droits de vote.

13.1. L'associé unique exerce tous les pouvoirs qui sont attribués par la Loi à l'assemblée générale des associés.

13.2. Chaque associé possède des droits de vote proportionnels au nombre de parts sociales détenues par lui.

13.3. Tout associé pourra se faire représenter aux assemblées générales des associés de la Société en désignant par écrit, soit par lettre, télégramme, télex, télécopie ou courrier électronique une autre personne comme son mandataire.

13.4. Chaque part sociale donne droit à un (1) vote.

Art. 14. Forme - Quorum - Majorité.

14.1. Lorsque le nombre d'associés n'excède pas vingt-cinq associés, les décisions des associés pourront être prises par résolution circulaire dont le texte sera envoyé à tous les associés par écrit, soit en original, soit par télégramme, télex, télécopie ou courrier électronique. Les associés exprimeront leur vote en signant la résolution circulaire. Les signatures des associés apparaîtront sur un document unique ou sur plusieurs copies d'une résolution identique, envoyées par lettre ou fax.

14.2. Les décisions collectives ne sont valablement prises que pour autant qu'elles soient adoptées par des associés détenant plus de la moitié du capital social.

14.3. Toutefois, les résolutions prises pour la modification des Statuts ou pour la dissolution et la liquidation de la Société seront prises à la majorité des voix des associés représentant au moins les trois quarts du capital social de la Société.

Art. 15. Associé unique.

15.1. Lorsque le nombre d'associé est réduit à un (1), l'associé unique exercera tous les pouvoirs conférés par la Loi à l'assemblée générale.

15.2. Toute référence dans les Statuts aux associés et à l'assemblée générale ou aux résolutions circulaires des associés doit être interprétée, le cas échéant, comme référence à cet associé unique ou aux résolutions de ce dernier.

15.3. Les résolutions de l'associé unique sont consignées dans des procès-verbaux ou rédigées par écrit.

V. Comptes annuels - Affectation des bénéfices

Art. 16. Exercice social.

16.1. L'exercice social commence le 1^{er} janvier de chaque année et se termine le 31 décembre.

16.2. Chaque année, à la fin de l'exercice social de la Société, le gérant unique ou, le cas échéant, le conseil de gérance, doit préparer le bilan et les comptes de profits et pertes de la Société, ainsi qu'un inventaire comprenant l'indication des valeurs actives et passives de la Société, avec une annexe résumant tous les engagements de la Société et les dettes des gérants, commissaire(s) aux comptes (si tel est le cas), et associés envers la Société.

16.3. Tout associé peut prendre connaissance de l'inventaire et du bilan au siège social de la Société.

16.4. Le bilan annuel et le compte de pertes et profits sont approuvés par l'assemblée générale annuelle ou par voie de résolutions circulaires des associés dans les six (6) mois suivant la clôture de l'exercice social.

Art. 17. Affectation des bénéfices.

17.1. Les bénéfices bruts de la Société repris dans les comptes annuels, après déduction des frais généraux, amortissements et charges constituent le bénéfice net. Il sera prélevé cinq pour cent (5%) sur le bénéfice net annuel de la Société qui sera affecté à la réserve légale jusqu'à ce que cette réserve atteigne dix pour cent (10%) du capital social de la Société.

17.2. L'assemblée générale des associés décidera discrétionnairement de l'affectation du solde restant du bénéfice net annuel. Elle pourra en particulier attribuer ce bénéfice au paiement d'un dividende, l'affecter à la réserve ou le reporter.

17.3. Des acomptes sur dividendes pourront être distribués à tout moment dans les conditions suivantes:

- (i) un état comptable ou un inventaire ou un rapport est dressé par le gérant ou le conseil de gérance de la Société;
- (ii) il ressort de cet état comptable, inventaire ou rapport que des profits et autres réserves (ce compris la prime d'émission) suffisants sont disponibles pour la distribution, étant entendu que le montant à distribuer ne peut dépasser les bénéfices réalisés depuis la fin du dernier exercice social, augmenté des bénéfices reportés et des réserves distribuables mais diminué des pertes reportées et des sommes à affecter à la réserve légale;
- (iii) la décision de payer des acomptes sur dividendes est prise par l'associé unique ou l'assemblée générale des associés de la Société dans les deux (2) mois suivant la date des comptes intermédiaires;
- (iv) le paiement est fait dès lors qu'il est établi que les droits des créanciers de la Société ne sont pas menacés, et
- (v) lorsque les acomptes sur dividendes versés dépassent les bénéfices distribuables à la fin de l'exercice social, les associés sont tenus de reverser l'excédent à la Société.

VI. Dissolution - Liquidation

Art. 18.

18.1. En cas de dissolution de la Société, la liquidation sera assurée par un ou plusieurs liquidateurs, associés ou non, nommés par résolution de l'associé unique ou de l'assemblée générale des associés qui fixera leurs pouvoirs et rémunération. Sauf disposition contraire prévue dans la résolution du (ou des) gérant(s) ou par la loi, les liquidateurs seront investis des pouvoirs les plus étendus pour la réalisation des actifs et le paiement des dettes de la Société.

18.2. Le boni de liquidation résultant de la réalisation des actifs et après paiement des dettes de la Société sera versé à l'associé unique, ou en cas de pluralité d'associés, aux associés proportionnellement au nombre de parts sociales détenues par chacun d'eux dans la Société.

VII. Disposition générale

Art. 19.

19.1. Les convocations et communications, respectivement les renonciations à celles-ci, sont faites, et les Résolutions Circulaires des Gérants ainsi que les Résolutions Circulaires des Associés sont établies par écrit, télégramme, télécopie, e-mail ou tout autre moyen de communication électronique.

19.2. Les procurations sont données par tout moyen mentionné ci-dessus. Les procurations relatives aux réunions du Conseil peuvent également être données par un gérant conformément aux conditions acceptées par le Conseil.

19.3. Les signatures peuvent être sous forme manuscrite ou électronique, à condition de satisfaire aux conditions légales pour être assimilées à des signatures manuscrites. Les signatures des Résolutions Circulaires des Gérants, des résolutions adoptées par le Conseil par téléphone ou visioconférence et des Résolutions Circulaires des Associés, selon le cas, sont apposées sur un original ou sur plusieurs copies du même document, qui ensemble, constituent un seul et unique document.

19.4. Pour tous les points non expressément prévus par les Statuts, il est fait référence à la loi et, sous réserve des dispositions légales d'ordre public, à tout accord conclu de temps à autre entre les associés.

Disposition transitoire

Le premier exercice social débutera à la date du présent acte et se terminera au 31 décembre 2013.

Estimation des frais

Le montant des frais, dépenses, rémunérations ou charges, sous quelque forme que ce soit, qui incombent à la société ou qui sont mis à sa charge à raison de cet acte s'élève approximativement à 1.250,- EUR.

Souscription

Les cent (100) parts sociales ont été souscrites par la société MAZE S.à r.l., pré désignée, et ont été intégralement libérées par apport en numéraire, de sorte que la somme de douze mille cinq cents euros (EUR 12.500) se trouve dès maintenant à la disposition de la Société, ainsi qu'il en a été justifié au notaire instrumentaire.

Décision de l'associée unique

L'associée unique, représentant l'intégralité du capital social, a pris immédiatement les résolutions suivantes:

- 1.- Le siège social de la Société est établi au 75, Parc d'activités, L-8308 Capellen, Grand-Duché de Luxembourg.
- 2.- Le nombre de Gérants est fixé à un.
- 3.- L'assemblée générale désigne en tant que Gérant unique, pour une durée indéterminée:
- TITAN S.à r.l., société à responsabilité limitée, dont le siège social est situé à 75, Parc d'activités, L-8308 Capellen/Mamer, Grand-duché du Luxembourg et enregistrée au registre du commerce et des sociétés de Luxembourg sous le numéro B 164.838;

Déclaration

Le notaire soussigné, qui comprend et parle l'anglais, déclare par la présente qu'à la requête de la comparante ci-dessus, le présent acte est rédigé en langue anglaise, suivi d'une version française. En cas de divergences entre le texte anglais et le texte français, le texte anglais fera foi.

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

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

Signé: Max MAYER, Jean SECKLER.

Enregistré à Grevenmacher, le 12 avril 2013. Relation GRE/2013/1514. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): G. SCHLINK.

POUR EXPEDITION CONFORME.

Junglinster, le 23 avril 2013.

Référence de publication: 2013051982/455.

(130063580) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Arab Investment Company for Services S.A., Société Anonyme.

Siège social: L-2210 Luxembourg, 38, boulevard Napoléon I^{er}.

R.C.S. Luxembourg B 144.704.

Extrait du Procès-Verbal de l'Assemblée Générale Extraordinaire du 21 février 2013

Il résulte de l'assemblée générale extraordinaire de la société Arab Investment Company for Services S.A., tenue au siège social en date du 21 février 2013, que les actionnaires ont pris à l'unanimité des voix, la résolution suivante:

Transfert du siège social vers L-2210 Luxembourg, 38, boulevard Napoléon I^{er}.

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

Arab Investment Company for Services S.A.

Référence de publication: 2013053160/13.

(130065486) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

Aurea Finance Company, Société Anonyme.

Siège social: L-7307 Steinsel, 50, rue Basse.

R.C.S. Luxembourg B 47.028.

Extrait du Procès-verbal de l'Assemblée Générale Ordinaire tenue à Steinsel le mardi 2 avril 2013 à 16 heures

Quatrième résolution:

Renouvellement des mandats d'administrateur et de réviseur d'entreprises.

Messieurs Denis Dalibot, Jacques Bruxer, Gérard de Ganay, Foucauld de Tinguy du Pouët, Alexis Cazé, Ben Van Assche et Henri de Crouy-Chanel se représentent comme administrateurs. Ils sont réélus à l'unanimité, pour la période s'écoulant de la date de cette assemblée jusqu'à l'assemblée statuant sur les comptes arrêtés au 31 décembre 2013.

De même, le mandat de réviseur d'entreprises du cabinet d'audit Mazars à Luxembourg est renouvelé à l'unanimité pour un nouvel exercice social.

Cinquième résolution:

Election d'un nouvel administrateur.

L'assemblée procède à l'élection définitive de Monsieur Maxime Caillard d'Aillières en tant que nouvel administrateur de la société pour un premier mandat d'une année.

Monsieur Maxime Caillard d'Aillières demeure au 9 place Wilson, 21 000 Dijon, France.

Cette résolution est mise au vote et recueille l'unanimité.

Pour extrait conforme

Référence de publication: 2013053197/22.

(130064821) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

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

Siège social: L-7619 Larochette, 10-12, rue de Medernach.

R.C.S. Luxembourg B 83.214.

DISSOLUTION

L'an deux mille treize, le deux avril.

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

A COMPARU:

Madame Mariëtte Louise HOYNG, femme d'affaires, née à Hilversum (NL), le 4 avril 1945, demeurant à NL-6522 AX Nijmegen, 131, Roggenstraat, Pays-Bas,

ici représentée par Monsieur Bas SCHREUDERS, directeur, demeurant professionnellement à Larochette, 10-12, rue de Medernach,

en vertu d'une (1) procuration lui délivrée, laquelle restera après avoir été signée «ne varietur» par le mandataire du comparant et le notaire instrumentant annexée aux présentes.

Laquelle comparante a, par son mandataire, requis le notaire instrumentaire de documenter comme suit ses déclarations:

a.- Que la société anonyme - société de gestion de patrimoine familial "Emelha S.A., SPF", avec siège social à ayant son siège social à L-7619 Larochette, 10-12, rue de Medernach, inscrite au Registre de Commerce et des Sociétés de Luxembourg, section B, sous le numéro 60.296, constituée suivant acte reçu par Maître Jean SECKLER, notaire de résidence à Junglinster, en date du 27 juillet 2001, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 77 du 15 janvier 2002.

et dont les statuts ont été modifiés en dernier lieu suivant acte reçu par Maître Jean SECKLER, notaire de résidence à Junglinster, en date du 8 octobre 2009, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 2181 du 7 novembre 2009, en adoptant sa forme juridique et dénomination actuelle.

b.- Que le capital social est fixé à quatre-vingt-dix mille euros (90.000,-EUR), représenté par quatre-vingt-dix (90) actions d'une valeur nominale de mille euros (1.000,- EUR) chacune.

c.- Que la comparante est la seule et unique actionnaire de ladite société.

d.- Que l'activité de la société ayant cessé et que la comparante, en tant qu'actionnaire unique, siégeant en assemblée générale extraordinaire modificative des statuts de la société, prononce la dissolution anticipée de la prédite société avec effet immédiat et sa mise en liquidation.

e.- Que l' actionnaire unique se désigne comme liquidateur de la société.

f.- Que le liquidateur requiert le notaire instrumentant d'acter qu'elle déclare avoir réglé tout le passif de la société dissoute, moyennant reprise par l'actionnaire unique de l'intégralité de l'actif et du passif, et avoir transféré tous les actifs au profit de l'actionnaire unique.

g.- Que la comparante est investie de tous les éléments actifs de la société et répondra personnellement de tout le passif social et de tous les engagements de la société même inconnus à ce jour.

h.- Que partant, la liquidation de la société est à considérer comme faite et clôturée.

i.- Que décharge pleine et entière est accordée aux administrateurs et au commissaire aux comptes de la société pour l'exécution de leurs mandats jusqu'à ce jour.

j.- Qu'il a été procédé à l'annulation du registre des actionnaires de la société dissoute.

k.- Que partant, la liquidation de la société est achevée.

l.- Que les livres et documents de la société dissoute seront conservés pendant cinq ans au siège social de la société dissoute à L-7619 Larochette, 10-12, rue de Medernach.

Frais

Tous les frais et honoraires du présent acte, évalués à la somme de 1.000,- EUR, sont à la charge de la société.

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

Et après lecture faite et interprétation donnée au mandataire de la comparante, connu du notaire par nom, prénom, état et demeure, il a signé avec Nous notaire le présent acte.

Signé: Bas SCHREUDERS, Jean SECKLER.

Enregistré à Grevenmacher, le 12 avril 2013. Relation GRE/2013/1496. Reçu soixante-quinze euros (75,- €).

Le Receveur (signé): G. SCHLINK.

Référence de publication: 2013049814/54.

(130060879) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 avril 2013.

HEDF-France, S.à r.l., Société à responsabilité limitée.

Capital social: EUR 14.800,00.

Siège social: L-1150 Luxembourg, 205, route d'Arlon.

R.C.S. Luxembourg B 89.127.

Extrait du procès-verbal des résolutions de l'Associé Unique prises en date du 22 avril 2013

L'Associé Unique de HEDF-France, S.à r.l. (la "Société") a décidé comme suit:

- D'accepter la démission de:

* Monsieur Kenneth MacRae en tant que gérant B de la Société à partir du 22 avril 2013;

- De nommer:

* Monsieur Mark Houston, résidant professionnellement au 205, route d'Arlon, L-1150 Luxembourg, en tant que gérant B de la Société à partir du 22 avril 2013.

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

Luxembourg, le 23 avril 2013.

HEDF-France, S.à r.l.

Référence de publication: 2013052693/18.

(130064329) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2013.

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

R.C.S. Luxembourg B 149.220.

Le 23 avril 2013, la société Administration Technique et Travaux Comptables S.A., en abrégé ATTC S.A., RCS numéro B-16.441, a décidé de dénoncer le siège social avec effet immédiat, de la société INVESTZ S.à R.L, RCS numéro B149.220 établie et ayant son siège social à L-1724 Luxembourg, 3a, boulevard du Prince Henri.

ATTC S.A.

Jean Bernard Zeimet

Référence de publication: 2013053423/11.

(130065483) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

TRAVEBOIS Lux S.A., Société Anonyme.

Siège social: L-9991 Weiswampach, 28, Gruuss Strooss.

R.C.S. Luxembourg B 95.840.

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 TRAVEBOIS Lux S.A., établie et ayant son siège social à L-9991 WEISWAMPACH, 28, Gruuss-Strooss, inscrite au Registre de Commerce et des sociétés sous le numéro B 95 840.

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: 2013052371/21.

(130063772) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Monier Participations S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1882 Luxembourg, 5, rue Guillaume Kroll.
R.C.S. Luxembourg B 148.558.

Extrait des résolutions prises par le gérant unique de la Société en date du 14 décembre 2012

En date du 14 décembre 2012, le gérant unique de la Société a pris les résolutions suivantes:

- de renouveler le mandat des personnes suivantes en tant que délégué à la gestion journalière de la Société avec effet au 18 décembre 2012 et ce pour une durée déterminée jusqu'au 18 décembre 2013:

* Monsieur Axel ZWANZIG

* Monsieur Dieter Bruno Fritz KLEINFELDT

- de nommer les personnes suivantes en tant que nouveaux délégués à la gestion journalière de la Société avec effet au 18 décembre 2012 et ce pour une durée déterminée jusqu'au 18 décembre 2013:

* Monsieur Hanno SCHULTZE ENDEN, né le 27 janvier 1970 à Eutin, Allemagne, résidant professionnellement à l'adresse suivante: 5, rue Guillaume Kroll, L-1882 Luxembourg;

* Monsieur Ole Fritjof OLDENBURG, né le 14 mars 1976 à Preetz, Allemagne, résidant professionnellement à l'adresse suivante: 5, rue Jean Monnet, L-2180 Luxembourg.

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

Luxembourg, le 23 avril 2013.

Monier Participations S.à r.l.

Signature

Référence de publication: 2013052825/24.

(130064686) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2013.

Mizzen Manager S.à r.l., Société à responsabilité limitée.

Capital social: GBP 12.473,69.

Siège social: L-2540 Luxembourg, 15, rue Edward Steichen.
R.C.S. Luxembourg B 171.018.

EXTRAIT

En date du 22 avril 2013, l'associé unique de la Société a approuvé les résolutions suivantes:

- La démission de Jan Avis Pieter Cornelis, en tant que gérant de catégorie B de la Société, est acceptée avec effet au 29 mars 2013.

- Jacques de Patoul, avec adresse professionnelle au 15 rue Edward Steichen, L-2540 Luxembourg, est élu nouveau gérant B de la Société avec effet au 29 mars 2013 et pour une durée indéterminée.

Pour extrait conforme.

Luxembourg, le 23 avril 2013.

Référence de publication: 2013052821/16.

(130064180) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2013.

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

Capital social: EUR 593.101.927,50.

Siège social: L-5365 Munsbach, 9, rue Gabriel Lippmann.
R.C.S. Luxembourg B 116.538.

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

Before the undersigned Maître Martine Schaeffer, notary, residing in Luxembourg, Grand Duchy of Luxembourg.

Was held an extraordinary general meeting of the shareholders of Centaur Luxco S.à r.l. a private limited liability company, having its registered office at 9, rue Gabriel Lippmann, L-5365 Munsbach, (Grand Duchy of Luxembourg), registered with the Luxembourg Register of Commerce and Companies under number B 116.538 and incorporated under the Luxembourg law pursuant to a deed dated of the notary Paul Bettingen, residing in Niederanven, Grand Duchy of Luxembourg, on 9 May 2006, published in the Mémorial C, Recueil des Sociétés et Associations (the "Memorial") under number 411 dated 21 July 2006, page 66716.

The articles of association of the Company (the "Articles") have been amended for the last time by a deed drawn up by the notary Martine Schaeffer on 11 December 2009, published in the Mémorial C dated 27 January 2010, number 172, page 8235.

The meeting is presided by Mr Raymond THILL, residing professionally in L-1750 Luxembourg, 74, Avenue Victor Hugo, as chairman, who appoints as secretary Mrs Corinne PETIT, residing professionally in L-1750 Luxembourg, 74, Avenue Victor Hugo.

The meeting elects as scrutineer Mr Gianpiero SADDI, residing professionally in L-1750 Luxembourg, 74, Avenue Victor Hugo.

The board of the meeting having thus been constituted, the chairman declares and requests the notary to state that:

I. The shareholders present or represented, the proxyholders of the represented shareholders and the number of shares held by each of them are shown on an attendance list signed by the shareholders or the proxyholders, the board of the meeting and the notary. The said list will be registered with this deed.

II. It appears from the attendance list, that the 10,009 Company "A" Ordinary Shares, 82,998 Company "B" Ordinary Shares, 600,521 Company "C" Ordinary Shares, 66,716 Company "D1" Ordinary Shares, 66,716 Company "E1" Ordinary Shares, 66,716 Company "F1" Ordinary Shares, 66,716 Company "G1" Ordinary Shares, 66,716 Company "H1" Ordinary Shares, Company Ordinary Shares, 489,673 Company "D2" Ordinary Shares, 489,673 Company "E2" Ordinary Shares, 489,673 Company "F2" Ordinary Shares, 489,673 Company "G2" Ordinary Shares, 489,673 Company "H2" Ordinary Shares, 489,673 Company "I2" Ordinary Shares, 113,492,107 Company "J" Preference Shares, and 13,360,631 Company "K" Preference Shares, representing 100 % of the share capital of the Company, are represented in this extraordinary general assembly.

III. All the shareholders have declared that they have been sufficiently informed of the agenda of the meeting beforehand and have waived all convening requirements and formalities. The meeting is thus regularly constituted and can validly deliberate and decide on the agenda of this meeting.

IV. The agenda of the meeting is the following:

Agenda

1. Decision to increase the share capital of the Company by an amount of EUR 28,208,853.- (twenty-eight million two hundred and eight thousand eight hundred and fifty-three Euro) in order to raise it from its current amount of EUR 130,884,600.- (one hundred and thirty million eight hundred and eighty-four thousand six hundred Euro) to EUR 159,093,453.- (one hundred and fifty-nine million ninety-three thousand four hundred and fifty-three Euro) by issuing 28,208,853 (twenty-eight million two hundred and eight thousand eight hundred and fifty-three) Company "K" Preference Shares with a nominal value of EUR 1 (one Euro) each (the "New K Shares").

Subscription and payment for the New K Shares.

The total contribution is to be entirely allocated to the share capital of the Company.

2. Decision to amend the fourth paragraph of article 19 of the Articles concerning the distribution clause whereby the preferred dividend on the New K Shares shall be deemed to accrue respectively from 28 February 2011 and from 31 March 2011.

3. Decision to change the nominal value of the existing shares of the Company from EUR 1.- (one Euro) to EUR 0.01 (one Euro cent) each.

4. Decision to create fourteen classes of shares referred to as the class X1 ordinary shares (hereinafter referred to as the "Class X1 Ordinary Shares"), the class X2 ordinary shares (hereinafter referred to as the "Class X2 Ordinary Shares"), the class Y1 ordinary shares (hereinafter referred to as the "Class Y1 Ordinary Shares"), the class Y2 ordinary shares (hereinafter referred to as the "Class Y2 Ordinary Shares"), the class Z1 ordinary shares (hereinafter referred to as the "Class Z1 Ordinary Shares"), the class Z2 ordinary shares (hereinafter referred to as the "Class Z2 Ordinary Shares"), the class J1A preference shares (hereinafter referred to as the "Class J1A Preference Shares"), the class J1B preference shares (hereinafter referred to as the "Class J1B Preference Shares"), the class J2A preference shares (hereinafter referred to as the "Class J2A Preference Shares"), the class J2B preference shares (hereinafter referred to as the "Class J2B Preference Shares"), the class K1A preference shares (hereinafter referred to as the "Class K1A Preference Shares"), the class K1B preference shares (hereinafter referred to as the "Class K1B Preference Shares"), the class K2A preference shares (hereinafter referred to as the "Class K2A Preference Shares" and, the class K2B preference shares (hereinafter referred to as the "Class K2B Preference Shares") with such rights and obligations as set forth in the amended Articles, all such shares having a nominal value of EUR 0.01 (one Euro cent) each.

5. Decision to redeem and cancel a total of 105,250 (one hundred and five thousand two hundred and fifty) shares consisting of 32,700 (thirty-two thousand seven hundred) Company Ordinary Shares, 32,700 (thirty-two thousand seven hundred) Company "H1" Ordinary Shares, 32,700 (thirty-two thousand seven hundred) Company "G1" Ordinary Shares and 7,150 (seven thousand one hundred and fifty) Company "F1" Ordinary Shares held by Monkwood Luxco S.à r.l. for zero consideration so that the share capital of the Company will be reduced to EUR 159,092,400.50 (one hundred and fifty-nine million ninety-two thousand four hundred Euro and fifty cents) and to convert the existing 8,299,800 (eight million two hundred and ninety-nine thousand eight hundred) Company "B" Ordinary Shares, 6,671,600 (six million six hundred and seventy-one thousand six hundred) Company "D1" Ordinary Shares, 6,671,600 (six million six hundred and

seventy-one thousand six hundred) Company "E1" Ordinary Shares, and the remaining 6,664,450 (six million six hundred and sixty-four thousand four hundred and fifty) Company "F1" Ordinary Shares, 6,638,900 (six million six hundred and thirty-eight thousand nine hundred) Company "G1" Ordinary Shares, 6,638,900 (six million six hundred and thirty-eight thousand nine hundred) Company "H1" Ordinary Shares and 6,638,900 (six million six hundred and thirty-eight thousand nine hundred) Company Ordinary Shares into 12,029,725 (twelve million twenty-nine thousand seven hundred and twenty-five) Class Y1 Ordinary Shares, 12,029,725 (twelve million twenty-nine thousand seven hundred and twenty-five) Class Y2 Ordinary Shares, 12,082,350 (twelve million eighty-two thousand three hundred and fifty) Class Z1 Ordinary Shares and 12,082,350 (twelve million eighty-two thousand three hundred and fifty) Class Z2 Ordinary Shares.

6. Decision to convert the existing 1,000,900 (one million nine hundred) Company "A" Ordinary Shares, 60,052,100 (sixty million fifty-two thousand one hundred) Company "C" Ordinary Shares, 48,967,300 (forty-eight million nine hundred and sixty-seven thousand three hundred) Company "D2" Ordinary Shares, 48,967,300 (forty-eight million nine hundred and sixty-seven thousand three hundred) Company "E2" Ordinary Shares, 48,967,300 (forty-eight million nine hundred and sixty-seven thousand three hundred) Company "F2" Ordinary Shares, 48,967,300 (forty-eight million nine hundred and sixty-seven thousand three hundred) Company "G2" Ordinary Shares, 48,967,300 (forty-eight million nine hundred and sixty-seven thousand three hundred) Company "H2" Ordinary Shares and 48,967,300 (forty-eight million nine hundred and sixty-seven thousand three hundred) Company "I2" Ordinary Shares into 177,428,400 (one hundred and seventy-seven million four hundred and twenty-eight thousand four hundred) Class X1 Ordinary Shares and 177,428,400 (one hundred and seventy-seven million four hundred and twenty-eight thousand four hundred) Class X2 Ordinary Shares.

7. Decision to convert the existing 11,349,210,700 (eleven billion three hundred and forty-nine million two hundred and ten thousand seven hundred) Company "J" Preference Shares and 4,156,948,400 (four billion one hundred and fifty-six million nine hundred and forty-eight thousand four hundred) Company "K" Preference Shares as 1,134,921,100 (one billion one hundred and thirty-four million nine hundred and twenty-one thousand one hundred) Class J1A Preference Shares, 10,214,289,600 (ten billion two hundred and fourteen million two hundred and eighty-nine thousand six hundred) Class J1B Preference Shares, 415,694,800 (four hundred and fifteen million six hundred and ninety-four thousand eight hundred) Class K1A Preference Shares and 3,741,253,600 (three billion seven hundred and forty-one million two hundred and fifty-three thousand six hundred) Class K1B Preference Shares.

8. Decision to increase the share capital of the Company by an amount of EUR 434,009,527.- (four hundred and thirty-four million nine thousand five hundred and twenty-seven Euro) in order to raise it from its current amount of EUR 159,092,400.50 (one hundred and fifty-nine million ninety-two thousand four hundred Euro and fifty cents) to EUR 593,101,927.50.- (five hundred and ninety-three million one hundred and one thousand nine hundred and twenty-seven Euro and fifty cents) by issuing 2,325,174,200 (two billion three hundred and twenty-five million one hundred and seventy-four thousand two hundred) Class J2A Preference Shares, 20,926,567,900 (twenty billion nine hundred and twenty-six million five hundred and sixty-seven thousand nine hundred) Class J2B Preference Shares, 2,014,921,200 (two billion fourteen million nine hundred and twenty-one thousand two hundred) Class K2A Preference Shares and 18,134,289,400 (eighteen billion one hundred and thirty-four million two hundred and eighty nine thousand four hundred) Class K2B Preference Shares with a nominal value of one cent (EUR 0.01) each.

Subscription and Payment.

The total contribution is to be entirely allocated to the share capital of the Company.

9. Decision to amend and fully restate the Articles of the Company but without changing the purpose of the Company so as to reflect the latest changes to the Shareholders' Agreement in relation to the Company and the above changes to the share capital of the Company.

10. Miscellaneous.

After approval of the foregoing, the shareholders take the following resolutions:

First resolution

The Shareholders resolve to increase the share capital of the Company by an amount of EUR 28,208,853.- (twenty-eight million two hundred and eight thousand eight hundred and fifty-three Euro) in order to raise it from its current amount of EUR 130,884,600 (one hundred and thirty million eight hundred and eighty-four thousand six hundred Euro) to EUR 159,093,453.- (one hundred and fifty-nine million ninety-three thousand four hundred and fifty-three Euro) by issuing 28,208,853.- (twenty-eight million two hundred and eight thousand eight hundred and fifty-three) Company "K" Preference Shares with a nominal value of EUR 1.- (one Euro) each (the "New K Shares").

Subscription and Payment

Richard Golding, here represented by Mr Raymond THILL, prenamed, by virtue of a proxy given under private seal, declares to subscribe for 1,504,817 (one million five hundred and four thousand eight hundred and seventeen) Company "K" Preference Shares with a par value of EUR 1.- (one Euro) each, for a total subscription price of EUR 1,504,817.- (one million five hundred and four thousand eight hundred and seventeen Euro) which have been fully paid by a contribution in kind consisting in the contribution of an unquestioned claim, representing a contribution of an aggregate amount of EUR 1,504,817.- (one million five hundred and four thousand eight hundred and seventeen Euro).

Vuvuzela 1 Luxco S.à r.l., a private limited liability company, having its registered office at 9, rue Gabriel Lippmann, L-5365 Munsbach, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 153.851, here represented by Mr Raymond THILL, prenamed, by virtue of a proxy given under private seal, declares to subscribe for 13,352,018 (thirteen million three hundred and fifty-two thousand eighteen) Company "K" Preference Shares with a par value of EUR 1 (one Euro) each, for a total subscription price of EUR 13,352,018 (thirteen million three hundred and fifty-two thousand eighteen Euro) which have been fully paid by a contribution in kind consisting in the contribution of an unquestioned claim, representing a contribution of an aggregate amount of EUR 13,352,018 (thirteen million three hundred and fifty-two thousand eighteen Euro).

Vuvuzela 2 Luxco S.à r.l., a private limited liability company, having its registered office at 9, rue Gabriel Lippmann, L-5365 Munsbach, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 153.852, here represented by Mr Raymond THILL, prenamed, by virtue of a proxy given under private seal, declares to subscribe for 13,352,018 (thirteen million three hundred and fifty-two thousand eighteen) Company "K" Preference Shares with a par value of EUR 1 (one Euro) each, for a total subscription price of EUR 13,352,018 (thirteen million three hundred and fifty-two thousand eighteen Euro) which have been fully paid by a contribution in kind consisting in the contribution of an unquestioned claim, representing a contribution of an aggregate amount of EUR 13,352,018 (thirteen million three hundred and fifty-two thousand eighteen Euro).

The preferred dividend on those shares shall be deemed to accrue from 28 February 2011 in the case of the shares issued to Richard Golding and from 31 March 2011 in the case of the shares issued to Vuvuzela 1 Luxco S.à r.l. and to Vuvuzela 2 Luxco S.à r.l.

The total contribution is entirely allocated to the share capital of the Company.

Evidence of the contribution is given to the notary by a copy of the valuation report established by the management of the Company.

Second resolution

The Shareholders resolve to amend the fourth paragraph of article 19 of the Articles concerning the distribution clause which shall read as follows:

" Art. 19. Distribution right of shares. (...)

19.4 Subject to Article 19.1 and Article 19.2, the holders of Company "J" Preference Shares and of Company "K" Preference Shares shall first be granted a right to receive, pro rata, a preferred dividend representing respectively 12% and 20% of their nominal value and then the holders of Company Alphabet Shares (but excluding the holders of last Company Alphabet Shares) shall be granted a right to receive, pro rata, a preferred dividend representing 0.2% of their nominal value, provided always that if the terms of issue of any Company 'K' Preference Shares so provide, the preferred dividend on those shares shall be deemed to accrue from a date prior to the date of their issue. After the payment of any such preferred dividends, all remaining income available for distribution in the Company, if any, shall be paid, pro rata, to the holders of the last Company Alphabet Shares."

(...)"

Third resolution

The Shareholders resolve to change the nominal value of the existing shares of the Company from one Euro (EUR 1 to one cent (EUR 0.01) each, and therefore the Company's issued share capital of EUR 159,093,453 (one hundred and fifty-nine million ninety-three thousand four hundred and fifty-three Euro) shall be divided into:

- 1,000,900 (one million nine hundred) Company "A" Ordinary Shares;
- 8,299,800 (eighty-million two hundred and ninety-nine thousand eight hundred) Company "B" Ordinary Shares;
- 60,052,100 (sixty million fifty-two thousand one hundred) Company "C" Ordinary Shares;
- 6,671,600 (six million six hundred and seventy-one thousand six hundred) Company "D1" Ordinary Shares;
- 6,671,600 (six million six hundred and seventy-one thousand six hundred) Company "E1" Ordinary Shares;
- 6,671,600 (six million six hundred and seventy-one thousand six hundred) Company "F1" Ordinary Shares;
- 6,671,600 (six million six hundred and seventy-one thousand six hundred) Company "G1" Ordinary Shares;
- 6,671,600 (six million six hundred and seventy-one thousand six hundred) Company "H1" Ordinary Shares;
- 6,671,600 (six million six hundred and seventy-one thousand six hundred) Company Ordinary Shares;
- 48,967,300 (forty-eight million nine hundred and sixty-seven thousand three hundred) Company "D2" Ordinary Shares;
- 48,967,300 (forty-eight million nine hundred and sixty-seven thousand three hundred) Company "E2" Ordinary Shares;
- 48,967,300 (forty-eight million nine hundred and sixty-seven thousand three hundred) Company "F2" Ordinary Shares;
- 48,967,300 (forty-eight million nine hundred and sixty-seven thousand three hundred) Company "G2" Ordinary Shares;

- 48,967,300 (forty-eight million nine hundred and sixty-seven thousand three hundred) Company "H2" Ordinary Shares;
- 48,967,300 (forty-eight million nine hundred and sixty-seven thousand three hundred) Company "I2" Ordinary Shares;
- 11,349,210,700 (eleven billion three hundred and forty-nine million two hundred and ten thousand seven hundred) Company "J" Preference Shares; and
- 4,156,948,400 (four billion one hundred and fifty-six million nine hundred and forty-eight thousand four hundred) Company "K" Preference Shares

having a nominal value of one cent (EUR 0.01-) each, and shall be held by the Shareholders as it appears from the table shown hereafter under Schedule 1 at the end of the present deed.

Fourth resolution

The Shareholders resolve to create fourteen classes of shares referred to as the class X1 ordinary shares (hereinafter referred to as the "Class X1 Ordinary Shares"), the class X2 ordinary shares (hereinafter referred to as the "Class X2 Ordinary Shares"), the class Y1 ordinary shares (hereinafter referred to as the "Class Y1 Ordinary Shares"), the class Y2 ordinary shares (hereinafter referred to as the "Class Y2 Ordinary Shares"), the class Z1 ordinary shares (hereinafter referred to as the "Class Z1 Ordinary Shares"), the class Z2 ordinary shares (hereinafter referred to as the "Class Z2 Ordinary Shares"), the class J1A preference shares (hereinafter referred to as the "Class J1A Preference Shares"), the class J1B preference shares (hereinafter referred to as the "Class J1B Preference Shares"), the class J2A preference shares (hereinafter referred to as the "Class J2A Preference Shares"), the class J2B preference shares (hereinafter referred to as the "Class J2B Preference Shares"), the class K1A preference shares (hereinafter referred to as the "Class K1A Preference Shares"), the class K1B preference shares (hereinafter referred to as the "Class K1B Preference Shares"), the class K2A preference shares (hereinafter referred to as the "Class K2A Preference Shares" and, the class K2B preference shares (hereinafter referred to as the "Class K2B Preference Shares") with such rights and obligations as set forth in the Articles as amended by the ninth resolution, all such shares having a nominal value of one cent (EUR 0.01) each.

Fifth resolution

The Shareholders resolve to redeem and cancel a total of 105,250 (one hundred and five thousand two hundred and fifty) shares consisting of 32,700 (thirty-two thousand seven hundred) Company Ordinary Shares, 32,700 (thirty-two thousand seven hundred) Company "H1" Ordinary Shares, 32,700 (thirty-two thousand seven hundred) Company "G1" Ordinary Shares and 7,150 (seven thousand one hundred and fifty) Company "F1" Ordinary Shares held by Monkwood Luxco S.à r.l. for zero consideration so that the share capital of the Company will be reduced to EUR 159,092,400.50 (one hundred and fifty-nine million ninety-two thousand four hundred Euro and fifty cents) and to convert the existing 8,299,800 (eight million two hundred and ninety-nine thousand eight hundred) Company "B" Ordinary Shares, 6,671,600 (six million six hundred and seventy-one thousand six hundred) Company "D1" Ordinary Shares, 6,671,600 (six million six hundred and seventy-one thousand six hundred) Company "E1" Ordinary Shares, and the remaining 6,664,450 (six million six hundred and sixty-four thousand four hundred and fifty) Company "F1" Ordinary Shares, 6,638,900 (six million six hundred and thirty-eight thousand nine hundred) Company "G1" Ordinary Shares, 6,638,900 (six million six hundred and thirty-eight thousand nine hundred) Company "H1" Ordinary Shares and the remaining 6,638,900 (six million six hundred and thirty-eight thousand nine hundred) Company "I1" Ordinary Shares into 12,029,725 (twelve million twenty-nine thousand seven hundred and twenty-five) Class Y1 Ordinary Shares, 12,029,725 (twelve million twenty-nine thousand seven hundred and twenty-five) Class Y2 Ordinary Shares, 12,082,350 (twelve million eighty-two thousand three hundred and fifty) Class Z1 Ordinary Shares and 12,082,350 (twelve million eighty-two thousand three hundred and fifty) Class Z2 Ordinary Shares so that after the conversion, the new Class Y1 Ordinary Shares, Class Y2 Ordinary Shares, Class Z1 Ordinary Shares and Class Z2 Ordinary Shares will be held by the Shareholders in the amounts shown hereafter under Schedule 2 at the end of the present deed.

Sixth resolution

The Shareholders resolve to convert the existing 1,000,900 (one million nine hundred) Company "A" Ordinary Shares, 60,052,100 (sixty million fifty-two thousand one hundred) Company "C" Ordinary Shares, 48,967,300 (forty-eight million nine hundred and sixty-seven thousand three hundred) Company "D2" Ordinary Shares, 48,967,300 (forty-eight million nine hundred and sixty-seven thousand three hundred) Company "E2" Ordinary Shares, 48,967,300 (forty-eight million nine hundred and sixty-seven thousand three hundred) Company "F2" Ordinary Shares, 48,967,300 (forty-eight million nine hundred and sixty-seven thousand three hundred) Company "G2" Ordinary Shares, 48,967,300 (forty-eight million nine hundred and sixty-seven thousand three hundred) Company "H2" Ordinary Shares and 48,967,300 (forty-eight million nine hundred and sixty-seven thousand three hundred) Company "I2" Ordinary Shares into 177,428,400 (one hundred and seventy-seven million four hundred and twenty-eight thousand four hundred) Class X1 Ordinary Shares and 177,428,400 (one hundred and seventy-seven million four hundred and twenty-eight thousand four hundred) Class X2 Ordinary Shares so that after the conversion, the new Class X1 Ordinary Shares and Class X2 Ordinary Shares will be held by the Shareholders in the amounts shown hereafter under Schedule 3 at the end of the present deed.

Seventh resolution

The Shareholders resolve to convert the existing 11,349,210,700 (eleven billion three hundred and forty-nine million two hundred and ten thousand seven hundred) Company "J" Preference Shares and 4,156,948,400 (four billion one hundred and fifty-six million nine hundred and forty-eight thousand four hundred) Company "K" Preference Shares as 1,134,921,100 (one billion one hundred and thirty-four million nine hundred and twenty-one thousand one hundred) Class J1A Preference Shares, 10,214,289,600 (ten billion two hundred and fourteen million two hundred and eighty-nine thousand six hundred) Class J1B Preference Shares, 415,694,800 (four hundred and fifteen million six hundred and ninety-four thousand eight hundred) Class K1A Preference Shares and 3,741,253,600 (three billion seven hundred and forty-one million two hundred and fifty-three thousand six hundred) Class K1B Preference Shares so that after the re-designation, the new Class J1A Preference Shares, Class J1B Preference Shares, Class K1A Preference Shares and Class K1B Preference Shares will be held by the Shareholders in the amounts shown in the table shown hereafter under Schedule 4 at the end of the present deed.

Eighth resolution

The Shareholders resolve to increase the share capital of the Company by an amount of EUR 434,009,527.- (four hundred and thirty-four million nine thousand five hundred and twenty-seven Euro) in order to raise it from its current amount of EUR 159,092,400.50 (one hundred and fifty-nine million ninety-two thousand four hundred Euro and fifty cents) to EUR 593,101,927.50.- (five hundred and ninety-three million one hundred and one thousand nine hundred and twenty-seven Euro and fifty cents) by issuing 2,325,174,200 (two billion three hundred and twenty-five million one hundred and seventy-four thousand two hundred) Class J2A Preference Shares, 20,926,567,900 (twenty billion nine hundred and twenty-six million five hundred and sixty-seven thousand nine hundred) Class J2B Preference Shares, 2,014,921,200 (two billion fourteen million nine hundred and twenty-one thousand two hundred) Class K2A Preference Shares and 18,134,289,400 (eighteen billion one hundred and thirty-four million two hundred and eighty nine thousand four hundred) Class K2B Preference Shares with a nominal value of one cent (EUR 0.01) each.

Subscription and Payment

Each Shareholder listed in the table shown hereafter under Schedule 5 at the end of the present deed, declares to subscribe for to such number of Class J2A Preference Shares, Class J2B Preference Shares, Class K2A Preference Shares and Class K2B Preference Shares with a nominal value of one cent (EUR 0.01) each, as are set out against its name in the table shown hereafter under Schedule 5 at the end of the present deed, for a total subscription price of EUR 434,009,527.- (four hundred and thirty-four million nine thousand five hundred and twenty-seven Euro) which have been fully paid by contributions in kind consisting of the contribution of unquestioned claims, representing a contribution of an amount at least equal to the amount set out against each Shareholder's name listed in the table shown hereafter under Schedule 5 at the end of the present deed.

The total contribution is entirely allocated to the share capital of the Company.

Evidence of the contribution is given to the notary by a copy of a valuation report established by the management of the Company.

After the above mentioned resolutions the shares of the Company will be held by the Shareholders as shown in the table attached under Schedule 6

Ninth resolution

The Shareholders resolve to amend and fully restate the Articles of the Company but without changing the purpose of the Company so as to reflect the latest changes to the Shareholders' Agreement in relation to the Company and the above changes to the share capital of the Company. The restated Articles shall now read as follows:

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

1. Art. 1. Form - Corporate Name. There is formed a private limited liability company under the name "Centaur Luxco S.à r.l." which will be governed by the laws pertaining to such an entity (hereafter the "Company"), and in particular by the law of August 10th, 1915 on commercial companies as amended (hereafter the "1915 Law"), as well as by the present articles of incorporation (hereafter the "Articles").

2. Art. 2. Registered office. The registered office of the Company is established in the municipality of Schuttrange (Grand Duchy of Luxembourg).

It may be transferred to any other place in the Grand Duchy of Luxembourg by means of a resolution of an extraordinary general meeting of its shareholders deliberating in the manner provided for amendments to the Articles.

However, the Sole Manager, or in case of plurality of Managers, the Board of Managers of the Company is authorised to transfer the registered office of the Company within the Municipality of Schuttrange.

3. Art. 3. Object. The Company's object is to invest in real estate directly or indirectly in Luxembourg and abroad and to acquire or sell or other disposition and to hold, directly or indirectly, interests in Luxembourg or foreign entities, by way of, among others, the subscription or the acquisition of any securities and rights through participation, contribution,

underwriting, firm purchase or option, negotiation or in any other way, or of financial debt instruments in any form whatsoever, and to administrate, develop and manage such real estate or such holding of interests.

The Company may also render every assistance, whether by way of loans, guarantees or otherwise to its subsidiaries or companies in which it has a direct or indirect interest, even not substantial, or any company being a direct or indirect shareholder of the Company or any company belonging to the same group as the Company (hereafter referred to as the "Connected Companies"), it being understood that the Company will not enter into any transaction which would cause it to be engaged in any activity that would be considered as a regulated activity of the financial sector.

The Company may in particular enter into the following transactions, it being understood that the Company will not enter into any transaction which would cause it to be engaged in any activity that would be considered as a regulated activity of the financial sector:

- to borrow money in any form or to obtain any form of credit facility and raise funds through, including, but not limited to, the issue, on a private basis, of bonds, notes, promissory notes and other debt or equity instruments, the use of financial derivatives or otherwise;
- to advance, lend or deposit money or give credit to or with or to subscribe to or purchase any debt instrument issued by any Luxembourg or foreign entity on such terms as may be thought fit and with or without security;
- to enter into any guarantee, pledge or any other form of security, whether by personal covenant or by mortgage or charge upon all or part of the undertaking, property assets (present or future) or by all or any of such methods, for the performance of any contracts or obligations of the Company and of any of the Connected Companies, or any directors or officers of the Company or any of the Connected Companies, within the limits of Luxembourg Law.

The Company can perform all legal, commercial, technical and financial investments or operation and in general, all transactions which are necessary to fulfil its object as well as all operations connected directly or indirectly to facilitating the accomplishment of its purpose in all areas described above, however without taking advantage of the Act of July 31, 1929, on Holding Companies.

4. Art. 4. Duration. The Company is established for a limited period of ten years.

Chapter II. - Capital, Shares

5. Art. 5. Share capital. The issued share capital of the Company is EUR 593,101,927.50.- (five hundred and ninety-three million one hundred and one thousand nine hundred and twenty-seven euros and fifty cents) divided into:

- 1,134,921,100 (one billion one hundred and thirty-four million nine hundred and twenty-one thousand one hundred) J1 A Preference Shares (the "J1 A Preference Shares"),
- 2,325,174,200 (two billion three hundred and twenty-five million one hundred and seventy-four thousand two hundred) J2 A Preference Shares (the "J2 A Preference Shares"),
- 415,694,800 (four hundred and fifteen million six hundred and ninety-four thousand eight hundred) K1 A Preference Shares (the "K1 A Preference Shares"),
- 2,014,921,200 (two billion fourteen million nine hundred and twenty-one thousand two hundred) K2 A Preference Shares (the "K2 A Preference Shares"),
- 10,214,289,600 (ten billion two hundred and fourteen million two hundred and eighty-nine thousand six hundred) J1 B Preference Shares (the "J1 B Preference Shares"),
- 20,926,567,900 (twenty billion nine hundred and twenty-six million five hundred and sixty-seven thousand nine hundred) J2 B Preference Shares (the "J2 B Preference Shares"),
- 3,741,253,600 (three billion seven hundred and forty-one million two hundred and fifty-three thousand six hundred) K1 B Preference Shares (the "K1 B Preference Shares"),
- 18,134,289,400 (eighteen billion one hundred and thirty-four million two hundred and eighty-nine thousand four hundred) K2 B Preference Shares (the "K2 B Preference Shares"),
- 177,428,400 (one hundred and seventy-seven million four hundred and twenty-eight thousand four hundred) X1 Ordinary Shares (the "X1 Ordinary Shares"),
- 177,428,400 (one hundred and seventy-seven million four hundred and twenty-eight thousand four hundred) X2 Ordinary Shares (the "X2 Ordinary Shares"),
- 12,029,725 (twelve million twenty-nine thousand seven hundred and twenty-five) Y1 Ordinary Shares (the "Y1 Ordinary Shares"),
- 12,029,725 (twelve million twenty-nine thousand seven hundred and twenty-five) Y2 Ordinary Shares (the "Y2 Ordinary Shares"),
- 12,082,350 (twelve million eighty-two thousand three hundred and fifty) Z1 Ordinary Shares (the "Z1 Ordinary Shares"), and
- 12,082,350 (twelve million eighty-two thousand three hundred and fifty) Z2 Ordinary Shares (the "Z2 Ordinary Shares"),

having a nominal value of one Euro cent (EUR 0.01) each and the rights and obligations set out in these Articles, hereafter referred to as the "Shares". The holders of the Shares are together referred to as the "Shareholders".

5.1 In addition to the corporate capital, there may be set up a premium account, into which any premium paid on any share is transferred. The amount of said premium account is at the free disposal of the Shareholder(s).

5.2 All Shares will have equal rights unless otherwise provided in the Articles.

5.3 The share capital of the Company may be redeemed exclusively through the repurchase and subsequent cancellation of all the issued shares of one or more of class of Shares (a "Share Redemption").

5.4 Upon a Share Redemption becoming effective, the holders of the Shares which are repurchased by the Company as part of the Share Redemption (the "Redeemed Shares") will be paid the Redemption Price for each Redeemed Share.

6. Art. 6. Order of payments. All payments (a) made to Shareholders by way of consideration for Shares on a Distribution Sale ("Sale Payments"), and (b) all payments by the Company by way of dividends ("Dividends"), in relation to any share redemption under Article 5 ("Redemption Payments") or upon a dissolution or liquidation ("Liquidation Payments") shall be made in the following order (the "Waterfall"):

6.1 first, until Waterfall Payments aggregating an amount equal to the HEAC have been made on and in respect of the Preference Shares in accordance with Articles 7, 8, 9, 10 and 11 the Waterfall Payments shall be allocated to the Preference Shares;

6.2 second, the Waterfall Payments shall be allocated as follows:

6.2.1 the "X" Proportion of any balance remaining after the application of Article 6.1 and after provision for or payment of the Bonus Incentive Amount shall be allocated:

(a) first to the Preference Shares to the extent that any amount is payable on them in accordance with Articles 7 to 11 inclusive, after allowing for the payment pursuant to Article 6.1;

(b) second, equally:

(i) the SEAC is allocated to the Z Ordinary Shares on a pro rata basis; and

(ii) the Ordinary HEAC is allocated to the X Ordinary Shares on a pro rata basis; and,

in the event there are not sufficient funds to pay both the amounts in Article 6.2.1(b) (i) and 6.2.1(b) (ii), then pro rata in the ratios of the amount which the SEAC and the Ordinary HEAC bear to each other; and

(c) third, the balance is allocated to the X Ordinary Shares on a pro rata basis;

6.2.2 the "Y" Proportion of any balance remaining after the application of Article 6.1 and after provision for or payment of the Bonus Incentive Amount shall be allocated to the Y Ordinary Shares on a pro rata basis.

7. Art. 7. Waterfall payments on preference shares.

7.1 All Waterfall Payments in respect of the Preference Shareholders shall be apportioned between the Preference Shareholders according to their Preference Distribution Proportions.

7.2 The Preference Distribution Proportions in respect of any particular Waterfall Payment shall be calculated as at the date of, but immediately prior to, that Waterfall Payment.

7.3 All Distributions in respect of Preference Shares (other than Liquidation Payments) shall be made by Redemption Payments or by Dividends.

8. Art. 8. Preference share dividends.

8.1 Any amount of any Distribution to be distributed to the holders of the Preference Shares by way of Dividend shall be allocated in accordance with this Article 8.

8.2 A fixed, cumulative dividend (the "J2/K2 Dividend") calculated at the Relevant Rate on the aggregate of the nominal value of each J2 Preference Share and K2 Preference Share plus the PEC Interest Amount on that Share shall accrue on each J2 Preference Share and K2 Preference Share on a daily basis and shall compound annually on each Compounding Day provided always that the J2/K2 Dividend payable in respect of the period ending on the First Compounding Day shall be deemed to accrue from the Preceding Compounding Day (and not, for the avoidance of doubt, from the Adoption Date) at the Relevant Rate on the aggregate of the nominal value of each J2 Preference Share and K2 Preference Share plus the PEC Interest Amount on that Share.

8.3 Upon a Distribution by way of Dividend made on the J2 Preference Shares and /or the K2 Preference Shares each J2 Preference Share and/or K2 Preference Share as appropriate will carry the right to receive the accrued J2/K2 Dividend on that Share plus the PEC Interest Amount on that Share (to the extent not previously paid).

8.4 A fixed, cumulative dividend (the "J1/K1 Dividend") calculated at the Relevant Rate on the aggregate of the nominal value of each J1 Preference Share and K1 Preference Share plus the Previous Preference Dividend Accrual on that Share shall accrue on each J1 Preference Share and K1 Preference Share on a daily basis and shall compound annually on each Compounding Day provided always that the J1/K1 Dividend payable in respect of the period ending on the First Compounding Day shall be deemed to accrue from the Preceding Compounding Day (and not, for the avoidance of doubt, from the Adoption Date) at the Relevant Rate on the aggregate of the nominal value of each J2 Preference Share and K2 Preference Share plus the Previous Preference Dividend Accrual on that Share.

8.5 Upon a Distribution by way of Dividend made on the J1 Preference Shares and /or the K1 Preference Shares each J1 Preference Share and/or K1 Preference Share as appropriate will carry the right to receive the accrued J1/K1 Dividend on that Share (including without limitation the Previous Preference Dividend Accrual on that Share).

9. Art. 9. Redemption payments, Liquidation payments and Sale payments on preference shares. Each Preference Share carries a right to payment of the following amounts on a Redemption Payment or Liquidation Payment or a Sale Payment:

9.1 its nominal value;

9.2 any accruals of Preference Dividend (including without limitation any Previous Preference Dividend Accrual) and, in the case of the J2 Preference Shares and the K2 Preference Shares, the relevant PEC Interest Amount on that Share.

10. Art. 10. Share redemption of preference shares.

10.1 Any Share Redemption in respect of Preference Shares shall be made in the following order:

10.1.1 First, the A Preference Shares;

10.1.2 Second, the B Preference Shares.

10.2 Any redemption of a Preference Shareholder's Preference Shares shall be apportioned between its J Preference Shares and K Preference Shares pro rata in the proportion to which the aggregate of the nominal value, plus accrued Preference Dividends and PEC Interest Amount (if any) on those J Preference Shares bears to the aggregate of the nominal value, plus accrued Preference Dividends and PEC Interest Amount (if any) on those K Preference Shares.

10.3 The A Preference Shares and the B Preference Shares will each be linked to a specific period of six months, automatically extended by one or more six month periods ending on the date of Redemption of the A Preference Shares or the B Preference Shares as the case may be (each a "Specific Period") and will be entitled to all Redemption Payments made in the relevant Specific Period. The first Specific Period will end on the expiry of six months from the Adoption Date (subject to extension as aforesaid) and the second Specific Period will commence immediately upon the expiry of the first Specific Period. The A Preference Shares are linked to the first Specific Period and the B Preference Shares are linked to the second Specific Period.

11. Art. 11. Ranking of preference shares. All Preference Shares shall rank pari passu subject as provided in Articles 7, 8, 9 and 10.

12. Art. 12. Waterfall payments on ordinary shares.

12.1 Waterfall Payments in respect of the Ordinary Shares will be allocated in accordance with Article 6.2.

12.2 Any Share Redemption in respect of X Ordinary Shares shall be made in the following order:

12.2.1 first the X1 Ordinary Shares;

12.2.2 second the X2 Ordinary Shares.

12.3 The X1 Ordinary Shares and the X2 Ordinary Shares shall rank equally in respect of Dividends, Liquidation Payments and Sale Payments Provided Always that on any Dividend in respect of the X Ordinary Shares at a time when both X1 Ordinary Shares and X2 Ordinary Shares are in issue, the X2 Ordinary Shares shall carry the preferred right (as against the X1 Ordinary Shares) to a preferred dividend representing 0.1% of the nominal value of the X2 Ordinary Shares then in issue and the balance of the Dividend in respect of the X Ordinary Shares shall be apportioned to the X1 Ordinary Shares, pro rata to their nominal value.

12.4 Any Share Redemption in respect of Y Ordinary Shares shall be made in the following order:

12.4.1 first the Y1 Ordinary Shares;

12.4.2 second the Y2 Ordinary Shares.

12.5 The Y1 Ordinary Shares and the Y2 Ordinary Shares shall rank equally in respect of Dividends, Liquidation Payments and Sale Payments Provided Always that on any Dividend in respect of the Y Ordinary Shares at a time when both Y1 Ordinary Shares and Y2 Ordinary Shares are in issue, the Y2 Ordinary Shares shall carry the preferred right (as against the Y1 Ordinary Shares) to a preferred dividend representing 0.1% of the nominal value of the Y2 Ordinary Shares then in issue and the balance of the Dividend in respect of the Y Ordinary Shares shall be apportioned to the Y1 Ordinary Shares, pro rata to their nominal value.

12.6 Any Share Redemption in respect of Z Ordinary Shares shall be made in the following order:

12.6.1 first the Z1 Ordinary Shares;

12.6.2 second the Z2 Ordinary Shares.

12.7 The Z1 Ordinary Shares and the Z2 Ordinary Shares shall rank equally in respect of Dividends, Liquidation Payments and Sale Payments Provided Always that on any Dividend in respect of the Z Ordinary Shares at a time when both Z1 Ordinary Shares and Z2 Ordinary Shares are in issue, the Z2 Ordinary Shares shall carry the preferred right (as against the Z1 Ordinary Shares) to a preferred dividend representing 0.1% of the nominal value of the Z2 Ordinary Shares then in issue and the balance of the Dividend in respect of the Z Ordinary Shares shall be apportioned to the Z1 Ordinary Shares, pro rata to their nominal value.

12.8 All Distributions in respect of Ordinary Shares (other than Liquidation Payments) shall be made by Redemption Payments or by Dividends.

13. Art. 13. Mechanics on a distribution sale.

13.1 All Sale Payments will be paid to the Nominated Bank Account.

13.2 The Board of Managers will prepare an apportionment of the Distributable Sale Payments among the Shareholders in accordance with Article 6 (a "Sale Payment Apportionment") and will instruct the Nominated Account Holder to distribute the Distributable Sale Payments to the Shareholders in accordance with the Sale Payment Apportionment.

13.3 The Nominated Account Holder will not (save in the case of manifest error) have any liability to any shareholder for distributing the Distributable Sale Payments in accordance with the Sale Payment Apportionment or for paying any Sale Contingent Liabilities and/or costs or expenses in relation to the Distribution Sale out of the Sale Payment in accordance with the instructions of the Majority Investors and each Shareholder including each Majority Investor will enter into such confirmation, waiver and/or indemnity agreements with the Nominated Account Holder as are reasonably approved by the Majority Investors in relation to the payment and distribution of the Sale Payments and/or costs or expenses in relation to the Distribution Sale.

13.4 The Majority Investors will review from time to time whether the receipt of additional deferred or contingent consideration in relation to a Distribution Sale and/or the net release of Sale Contingent Liabilities makes it appropriate to instruct the Nominated Account Holder to make further distributions ("Further Distributions") (the intention being that Further Distributions should be made to the extent practical and prudent); if in their discretion, (acting reasonably) they consider it appropriate that Further Distributions be made, they will prepare an apportionment of the Further Distributions among the Shareholders in accordance with Article 6 (also a "Sale Payment Apportionment") (acting reasonably) and will instruct the Nominated Account Holder to distribute the Further Distributions to the Shareholders in accordance with the Sale Payment Apportionment.

14. Art. 14. Shares indivisibility. Towards the Company, the Company's Shares are indivisible, since only one owner is admitted per Share. Joint co-owners have to appoint a sole person as their representative towards the Company.

15. Art. 15. Transfer of shares.

15.1 In case of a single Shareholder, the Company's Shares held by the single Shareholder are freely transferable.

15.2 Notwithstanding any provision to the contrary in these Articles, the Company shall not register a Transfer of Shares unless the Transfer is made in accordance with article 189 of the 1915 Law and:

15.2.1 the Transfer is permitted by Articles 16 or 17 or has been made in accordance with article 18; and

15.2.2 where a Candover Investor Director requires, if the Transferee is or is to be a director and/or an employee of a Group Company, that person has fulfilled the conditions that may exist pursuant to any shareholders' agreement entered into from time to time; or

15.2.3 if article 15.2.2 does not apply, that person is, following certain conditions, considered as an Investor (as defined in any shareholders' agreement entered into from time to time).

15.3 For the purpose of ensuring that a Transfer is permitted under these Articles, the Board of Managers may, and shall if so requested by a Candover Investor Director, require any Shareholder of the Company to procure that such person as the relevant Board of Manager or the Candover Investor Director may reasonably believe to have relevant information to such purpose, provides the Company with such information and evidence as the Board of Managers reasonably think fit regarding any matter which they deem relevant to such purpose. Pending the provision of any such information, the Company shall be entitled to refuse to register any relevant Transfer.

15.4 Ordinary Shares may be Transferred by Candover Luxco with or without any Preference Shares held by Candover Luxco and if Ordinary Shares are Transferred with Preference Shares, such Preference Shares may be Transferred in any proportion. For the avoidance of doubt, any Transfer of Ordinary Shares by any Investor (other than Candover Luxco) must always be Transferred with a proportionate amount of Preference Shares held by the Transferor, as applicable (unless otherwise agreed with the prior written consent of the Candover Investor Directors or, in case of a Transfer pursuant to a Tag Offer as defined in Article 17.3.5.1, in accordance with Article 17.3).

15.5 Management Company Shares must always be Transferred by the Managers Shareholders with a proportionate amount of Sweet Equity and, for the avoidance of doubt, Sweet Equity must always be Transferred by the Managers Shareholder with a proportionate amount of Management Company Shares and Preference Shares held by the Transferor (unless otherwise agreed with the prior written consent of the Candover Investor Directors), save that the Management Company Shares held by a Manager Shareholder, as may be mentioned in any shareholder's agreement entered into from time to time, do not need to be transferred by such Manager Shareholder with a proportionate amount of Sweet Equity, but must still be Transferred with a proportionate amount of Preference Shares held by such Manager Shareholder (unless otherwise agreed with the prior written consent of the Candover Investor Directors).

15.6 Where Shares are registered in the name of a Partner as a partner for and on behalf of the OB Partnership (as both terms are defined in any shareholders agreement in relation to the Company), the provisions of these Articles shall apply to those Shares as if they were held by the OB Partnership, and the Partner will not Transfer any such Shares if such a Transfer by the OB Partnership would not be permitted by these Articles.

15.7 Subject to the provisions of Article 17 and save where the Majority Investors have agreed otherwise, a holder of Preference Shares (other than Candover Luxco) Transferring Preference Shares must Transfer the same proportion of all classes of its holding of Preference Shares. A holder of "X" Ordinary Shares, (other than Candover Luxco) Transferring "X" Ordinary Shares must Transfer the same proportion of both classes of its holding of "X" Ordinary Shares. A holder of "Y" Ordinary Shares (other than Candover Luxco) Transferring "Y" Ordinary Shares must Transfer the same proportion

of both classes of its holding of "Y" Ordinary Shares. A holder of "Z" Ordinary Shares Transferring "Z" Ordinary Shares must Transfer the same proportion of both classes of its holding of "Z" Ordinary Shares.

16. Art. 16. Transfer restrictions for the managers shareholders. Notwithstanding any provision to the contrary in these Articles, no Hard Equity or Sweet Equity may be Transferred by any Manager Shareholder other than:

16.1 with the prior written consent of a Candover Investor Director whose consent shall not be unreasonably withheld or delayed to the extent that any request for a Transfer that is made in connection with bona fide tax planning purposes;

16.2 when required by Article 18;

16.3 to the heirs of a Manager Shareholder who has died;

16.4 pursuant to Article 17.3;

16.5 when required by Article 17.4;

16.6 to the Company in accordance with the provisions of the Law;

16.7 in respect of Hard Equity held by a Manager Shareholder, as may be mentioned in any shareholder's agreement entered into from time to time, with the prior written consent of the Majority Investors.

Subject always to the provisions of any shareholders' agreement entered into from time to time, any Transfer or purported Transfer of Hard Equity or Sweet Equity in breach of Article 16 shall be void and shall have no effect and the Board of Managers of the Company shall not register any Transfer of the Ordinary Shares or Preference Shares in breach of Article 16.

17. Art. 17. Transfer restrictions for the investors - Drag Along - Tag Along.

17.1 No Hard Equity may be Transferred by any Investor other than in the following circumstances:

17.1.1 with the written consent of the Majority Investors;

17.1.2 to a member of the relevant Investor Group;

17.1.3 in the case of an Investor which holds Hard Equity by or on behalf of a Fund:

- to another nominee or trustee for, or general partner of, the Fund and any Hard Equity held by a nominee or trustee for such a Fund may be Transferred to that Fund or to another nominee or trustee for such a Fund; or

- on a distribution in kind under the constitutive documents of the Fund, to the partners in or holders of units in, or to shareholders of, participants in or the holders of other interests in such Fund (or to a nominee or trustee for any such partners, holders, members or investors and any Hard Equity held by any nominee or trustee for such holders, partners, members or investors) may be transferred to such holders, partners, members or investors or to another nominee or trustee for such holders, partners, members or investors; or

- to another Fund the investment adviser of which is or which is managed by the same investment adviser or manager or by another member of the same wholly owned group of such manager or investment adviser or to a nominee or trustee for such a Fund;

17.1.4 in the case of an Investor which holds Hard Equity as a nominee, to the person on whose behalf it holds such shares as nominee or to another person acting as nominee of such person;

17.1.5 to a Co-Investment Scheme;

17.1.6 pursuant to Article 17.3;

17.1.7 when required by article 17.4;

17.1.8 in the case of a Rescue Issue (as defined in any shareholders' agreement entered into from time to time in relation to the Company) pursuant to specific provisions of any such shareholders' agreement in relation to the transfer of Shares upon a Rescue Issue; and

17.1.9 to the Company, as applicable, in accordance with 1915 Law if applicable.

17.2 Candover Luxco Investors Syndication

17.2.1 Each Syndicatee shall undertake that unless permitted in accordance with Articles 15 or 17.1, it shall not transfer its legal or beneficial interest in any investment vehicle which acquires Hard Equity on its behalf, unless it has been demonstrated to the Majority Investors (other than the Syndicatees) that such Syndicatee has sole legal and economic ownership, control and economic interest in the transferee.

17.3 Tag Along

17.3.1 Subject to Article 17.3.2, Articles 17.3.5 to 17.3.12 apply in circumstances where any Transfer (a "Tag Triggering Transfer") of any Shares (the "Tag Triggering Shares") by a person or persons (together the "Tag Trigger Shareholders") would, if registered, result in a person and any other person:

(a) who is connected with him; or

(b) with whom he is acting in concert,

(each being "a member of the purchasing group") holding more than fifty per cent of the voting rights in the Company.

17.3.2 Article 17.3.1 does not apply if the Transfer of Shares referred to in Article 17.3.1 is:

(a) to Candover Luxco, a Candover Investor, an Investor or a member of its Investors Group;

(b) made pursuant to an Investor Relevant Transfer; or

(c) to a new holding company of the Company which is inserted for the purposes of planning for an Exit, in which the share capital structure of the Company is replicated in all material respects.

17.3.3 Subject to Article 17.3.4 and without prejudice to Article 17.3.1, Articles 17.3.5 to 17.3.12 also apply in any circumstances where a Transfer (a "Partial Tag Triggering Transfer") is made by Candover Luxco of Shares (such Shares being the "Partial Tag Triggering Shares" and the transferor(s) being the "Partial Tag Trigger Shareholders") including for the avoidance of doubt any Partial Tag Triggering Transfer which occurs after the completion of any Transfer made in connection with a Tag Offer pursuant to Article 17.3.1.

17.3.4 Article 17.3.3 does not apply if Article 17.3.1 applies or if the Transfer of Shares by Candover Luxco referred to in Article 17.3.3 is:

(a) to an Investor or a member of its Investor Group;

(b) made pursuant to Articles 17.1.2 to 17.1.5 inclusive or Articles 17.1.8 or 17.1.9; or

(c) to a new holding company of the Company which is inserted for the purposes of planning for an Exit, in which the capital structure of the Company is replicated in all material respects.

17.3.5 No Transfer of Shares to which Article 17.3.1 or 17.3.3 applies may be made or registered unless:

17.3.5.1 the member(s) of the purchasing group have made an offer (the "Tag Offer") to buy (subject as provided in Articles 17.3.6.5 (u), (v) and (w)):

17.3.5.1.1 in respect of a Transfer to which Article 17.3.1 applies, all of the Shares held by each Shareholder (other than any Shares already owned by the purchasing group and any Shares which are the subject of the Tag Triggering Transfer);

17.3.5.1.2 in respect of a Transfer to which Article 17.3.3 applies, the Investor Tag Amount of the Shares held by each Shareholder, other than any Shares already owned by the purchasing group and any Shares which are the subject of the Partial Tag Triggering Transfer and any other Shares owned by the Partial Tag Trigger Shareholders;

including ((subject as provided in Articles 17.3.6.5 (u), (v) and (w)) any Shares (or the Investor Tag Amount of such shares as appropriate) which may be allotted during the offer period or upon the Tag Offer becoming unconditional, pursuant to the exercise or conversion of options over or rights to subscribe for securities convertible into Shares in existence at the date of such offer) on the terms set out in Articles 17.3.5 to 17.3.6 (unless, in the case of a particular Shareholder, less favourable terms are agreed with such Shareholder);

17.3.5.2 the Tag Offer is or has become wholly unconditional.

17.3.5.3 In these Articles 17.3.5 to 17.3.6 subject as provided in any shareholders' agreement entered into from time to time,

17.3.5.3.1 "Accepted Proportion" means the aggregate value of all the Shares (other than Ordinary Shares) actually sold by the relevant Tagging Securityholder pursuant to the Tag Offer as a proportion of the maximum aggregate value of all the Shares (other than Ordinary Shares) which the relevant Tagging Securityholder was entitled to sell under the Tag Offer;

17.3.5.3.2 "Investor Class Ratio" means the ratio which the Tag Trigger Class Proportion of a Transferred Class bears to the Tag Trigger Class Proportion of each other Transferred Class;

17.3.5.3.3 "Investor Tag Amount" means in relation to a Shareholder, Shares equal in value to the Investor Tag Proportion of such Shareholder's aggregate Shares;

17.3.5.3.4 "Investor Tag Proportion" means the proportion which the value of the Partial Tag Triggering Shares bears to the value of all Shares held by the Partial Tag Trigger Shareholders immediately prior to the Partial Tag Triggering Transfer for which purposes the value will be calculated in accordance with Article 17.3.6.2.1;

17.3.5.3.5 "Ordinary Proportion" means the proportion which the aggregate number of Ordinary Shares proposed to be Transferred by the Tag Triggering Shareholder or Partial Tag Triggering Shareholder pursuant to a Tag Triggering Transfer or Partial Tag Triggering Transfer bears to the aggregate number of its Ordinary Shares at such time;

17.3.5.3.6 "Ordinary Tag Proportion" means, in relation to a Tagging Securityholder, the Ordinary Proportion multiplied by its Accepted Proportion;

17.3.5.3.7 "Tag Trigger Class Proportion" means the proportion which the value of Shares of a Transferred Class held by a Tag Triggering Shareholder or Partial Tag Triggering Shareholder and being sold pursuant to the Tag Triggering Transfer or Partial Tag Triggering Transfer and therefore constituting Tag Triggering Shares or Partial Tag Triggering Shares bears to the aggregate value of Shares of that Transferred Class held by the Tag Triggering Shareholder or the Partial Tag Triggering Shareholder (as the case may be) for which purposes such values will be calculated in accordance with Article 17.3.6.2.1;

17.3.5.3.8 "Transferred Class" means a class of Shares (other than Ordinary Shares) which is the subject of a Tag Triggering Transfer or a Partial Tag Triggering Transfer; and

17.3.5.3.9 for the purposes of Articles 17.3.5 to 17.3.6, K Preference Shares and J Preference Shares shall be each regarded as a distinct and separate "class" and therefore, for example, sub-classes such as J1 A Preference Shares, J1 B

Preference Shares, J2 A Preference Shares and J2 B Preference Shares shall each be considered of the same "class", irrespective of any difference in accrued dividend between the same.

17.3.6 The terms of the Tag Offer shall be that:

17.3.6.1 it shall be open for acceptance for not less than 10 Business Days (or such lesser number of days as is agreed in writing by the Investors but not being less than 5 Business Days), and shall be deemed to have been rejected if not accepted in accordance with the terms of the offer and within the period during which it is open for acceptance;

17.3.6.2

17.3.6.2.1 If the Tag Triggering Shares or Partial Tag Triggering Shares (as the case may be) are Shares:

(a) a member or members of the purchasing group shall be required to notify to the Company a price for the entire issued share capital of the Company (in this Article 17.3.6.2.1 the "Company Price") (for the avoidance of doubt, such share capital will include any Shares already owned by the purchasing group and Shares which are the subject of the Tag Triggering Transfer);

(b) the provisions of Articles 6 to 13 shall apply on the basis that the Tag Triggering Transfer (or Partial Tag Triggering Transfer as the case may be) and the Transfers pursuant to the Tag Offer will be deemed to constitute a Distribution Sale and that the aggregate Sale Payments shall be deemed (i) to be equal to the Company Price and (ii) to apply to all Shares and the price payable for the Shares under the Tag Offer will be calculated accordingly; and

(c) the price in respect of the Tag Triggering Shares (or Partial Tag Triggering Transfer Shares as the case may be) shall also be calculated in accordance with paragraph (b) and, for the avoidance of doubt, will not be greater; and

17.3.6.2.2 Such offer shall include an undertaking by the member(s) of the purchasing group that neither it nor any person acting by agreement or understanding with it has entered into more favourable terms as to consideration or has agreed more favourable terms as to consideration with any other member for the purchase of the Shares;

17.3.6.3 The Company shall notify the Shareholders (save for the Tag Trigger Shareholders) of the terms of any offer extended to them under Article 17.3.5.1 promptly upon receiving notice of the same from the member(s) of the purchasing group, following which any Shareholder (save for the Tag Trigger Shareholder) who wishes to Transfer Shares to the member(s) of the purchasing group pursuant to the terms of the Tag Offer (a "Tagging Securityholder") shall serve notice on the Company (the "Tag Notice") at any time before the Tag Offer ceases to be open for acceptance (the "Tag Closing Date"), stating the number and class of Shares in respect of which the Tag Offer was made it wishes to Transfer (the "Tag Shares"); and

17.3.6.4 in the event of a Tag Triggering Transfer or a Partial Tag Triggering Transfer, the Tag Trigger Shareholders or Partial Tag Trigger Shareholders (as the case may be) shall promptly inform the Company of the full terms of any related agreement or arrangement (contingent or otherwise) between Tag Trigger Shareholders or Partial Tag Trigger Shareholders (as the case may be) and the purchasing group (and any person connected with a member of the purchasing group or acting in concert with a member of the purchasing group) for the sale of any Shares other than Tag Triggering Shares or Partial Tag Triggering Shares (as the case may be) and on being so informed, the Company shall promptly inform the Shareholders (other than the Tag Triggering Shareholders or Partial Tag Triggering Shareholders) of the full terms of any such agreement or arrangement; and

17.3.6.5 a Tag Offer:

17.3.6.5.1 made in respect of a Transfer to which Article 17.3.1 applies may be accepted in whole or in part by each relevant Shareholder and, if accepted in part, the relevant Tagging Securityholder shall Transfer Shares of each Transferred Class (to the extent held) and may determine (in its absolute discretion) the number of Shares which it wishes to transfer pursuant to the Tag Offer provided that (i) subject to (z) below, Shares of each Transferred Class are Transferred in the Investor Class Ratio (to the nearest whole share value), (ii) subject to (z) below, the value of Shares of a Transferred Class Transferred by the relevant Tagging Securityholder may not exceed the Tag Trigger Class Proportion of the total securities of that Transferred Class held by it and (iii) where a Transferred Class is divided into different sub-classes, the same proportion of each sub-class must be Transferred; and

17.3.6.5.2 made in respect of a Transfer to which Article 17.3.3 applies may be accepted in whole or in part by each relevant Shareholder and, if accepted, the relevant Tagging Securityholder shall Transfer Shares of each Transferred Class (to the extent held) and may determine (in its absolute discretion) the number of Shares which it wishes to transfer pursuant to the Tag Offer provided that (i) the aggregate value of such Shares shall not exceed the relevant Investor Tag Amount, (ii) subject to (z) below, Shares of each Transferred Class are Transferred in the Investor Class Ratio (to the nearest whole share value), (iii) subject to (z) below, the value of Shares of a Transferred Class Transferred by the relevant Tagging Securityholder may not exceed the Tag Trigger Class Proportion of the total securities of that Transferred Class held by it and (iv) where a Transferred Class is divided into different sub-classes, the same proportion of each sub-class must be Transferred),

provided that:

(u) if a Transfer to which Article 17.3.1 or Article 17.3.3 applies comprises Preference Shares, but not Ordinary Shares, the Tag Offer will only be in respect of Preference Shares and not in respect of Ordinary Shares, except in relation to each Tagging Securityholder on an individual basis, in the case of a Tag Offer pursuant to Article 17.3.1 in respect of which the Tag Offer is accepted by that relevant Tagging Securityholder in whole and not in part so that that Tagging Security-

holder transfers the whole of its holding of Shares pursuant to the relevant Tag Offer (and subject always as provided in paragraph (v) below);

(v) if a Transfer to which Article 17.3.1 or Article 17.3.3 applies comprises or includes Ordinary Shares, the Tag Offer will not be in respect of "Y" Ordinary Shares or "Z" Ordinary Shares unless the Tag Triggering Transfer or the Partial Tag Triggering Transfer (as the case may be) would, (if registered), result in Candover Luxco Transferring all of the Shares which it held at such time;

(w) if a Tag Offer is made in respect of "X" Ordinary Shares, "Y" Ordinary Shares and "Z" Ordinary Shares, it must be accepted in respect of the same proportions of each class;

(x) if a Transfer to which Article 17.3.1 or Article 17.3.3 applies, comprises Ordinary Shares in addition to Preference Shares, a Tagging Securityholder who accepts the Tag Offer (in whole or in part) shall Transfer pursuant to the Tag Offer such proportion of its holding of each class of Ordinary Shares in respect of which the Tag Offer is made as is equal to the Ordinary Tag Proportion (to the nearest whole share) at the price determined in accordance with Article 17.3.6.2.1. Provided that sub-classes of Ordinary Shares shall be transferred in the same proportions; this paragraph (x) shall not apply to a Tagging Securityholder on an individual basis, in the case of a Tag Offer pursuant to Article 17.3.1 in respect of which the Tag Offer is accepted by that relevant Tagging Securityholder in whole and not in part so that that Tagging Securityholder transfers the whole of its holding of Shares pursuant to the relevant Tag Offer (and subject always as provided in paragraph (v) above);

(y) if a Transfer to which Article 17.3.1 or Article 17.3.3 applies, comprises only Ordinary Shares, (i) the Tag Offer will only be in respect of Ordinary Shares and not in respect of Preference Shares, (ii) a Tagging Securityholder may accept the relevant Tag Offer in whole or in part in respect only of its Ordinary Shares at the price determined in accordance with Article 17.3.6.2.1. Provided all classes of Ordinary Shares shall be Transferred in the same proportion subject as provided in paragraph (v); (iii) sub-classes of Shares shall be transferred in the same proportions; and (iv) for these purposes, the Ordinary Shares shall be deemed to be the "Transferred Class";

(z) a Tagging Securityholder shall not be (a) required to Transfer Shares of a Transferred Class in the Investor Class Ratio (to the nearest whole share value) to the extent that such Tagging Securityholder does not hold sufficient Shares of such Transferred Class on the date of the Tag Offer or (b) subject to a restriction contained in Articles 17.3.6.5.1 (i) or (ii), or 17.3.6.5.2 (ii) or (iii), to the extent that such restriction would prevent such Tagging Securityholder from Transferring Shares equal in value to the Investor Tag Amount.

17.3.7 For the avoidance of doubt, "consideration" for the purposes of 17.3.6 above:

17.3.7.1 shall be construed as meaning the value or worth of the consideration regardless of the form of the consideration; and

17.3.7.2 shall include any offer to subscribe or acquire any share or debt instrument in the capital of any member of the purchasing group made to a Shareholder if:

17.3.7.2.1 such offer to subscribe or acquire is an alternative (whether in whole or in part) or in addition to the consideration offered; and

17.3.7.2.2 the consideration offered to all Shareholders is of itself on arm's length terms.

17.3.8 The Tag Notice shall make the Company the agent of the Tagging Securityholder(s) for the sale of the Tag Shares on the terms of the member(s) of the purchasing group's offer, together with all rights attached and free from Encumbrances.

17.3.9 Within 3 days after the Tag Closing Date:

17.3.9.1 The Company shall notify the member(s) of the purchasing group in writing of the names and addresses of the Tagging Securityholders who have accepted the offer made by the member(s) of the purchasing group;

17.3.9.2 The Company shall notify each Tagging Securityholder in writing of the number of Tag Shares which he/she/it is to Transfer and the identity of the Transferee; and

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

17.3.10 If any Tagging Securityholder does not Transfer the Tag Shares registered in his name in accordance with this article 17.3, the Board of Managers of the Company may (and shall, if requested by any Investor) authorise any Board Member of the Company to execute, complete and deliver as agent for and on behalf of that Tagging Securityholder Transfers of such Tag Shares in favour of the relevant member of the purchasing group, against receipt by the Company of the consideration due for the relevant Tag Shares. The Company's receipt of the consideration due shall be a good discharge to the relevant member(s) of the purchasing group, who shall not be bound to see its application. The Company shall hold such consideration in escrow for the relevant Tagging Securityholder(s) without any obligation to pay interest. The Board Members of the Company shall authorise registration of the Transfer(s), after which the validity of such Transfer(s) shall not be questioned by any person. Each defaulting Tagging Securityholder shall surrender his/her/its share (or, where appropriate, provide an indemnity in respect thereof in a form satisfactory to the Board of Managers of the Company) relating to the Tag Shares Transferred on his/her/its behalf, to the Company. On (but not before) such surrender or provision, the defaulting Tagging Securityholder(s) shall be entitled to the consideration for the Tag Shares Transferred on his behalf, without interest.

17.3.11 The Equity Luxco Shareholders acknowledge and agree that the authority conferred under paragraph 17.3.10 is necessary as security for the performance by the Tagging Securityholder(s) of their obligations under Articles 17.3.5 to 17.3.6.

17.3.12 Any Transfer of Shares made in accordance with Article 17.3 shall not be subject to any other restrictions on Transfer contained in these Articles.

17.4 Drag Along

17.4.1 Articles 17.4.3 to 17.4.7 apply at all times in circumstances where any bona fide arms' length Transfer of any Shares, would, if registered, result in members of the purchasing group (as defined in Article 17.3.1) holding, or increasing a holding of, more than 50 per cent of the voting rights in the Company and would, if registered, result in Candover Luxco Transferring all of the Shares which it holds at such time.

17.4.2 Article 17.4 does not apply if the Transfer of the Shares referred to in Article 17.4.1 is:

- to a Candover Investor, an Investor or a member of its Investor Group;
- made pursuant to articles 17.1.2 to 17.1.5 inclusive or articles 17.1.8 or 17.1.9; or
- to a new holding company of the Company which is inserted for the purposes of planning for an Exit, in which the capital structure of the Company is replicated in all material respects.

17.4.3 In circumstances where Articles 17.4.3 to 17.4.7 apply, the members of the purchasing group may, by serving a written notice (a "Compulsory Sale Notice") on all of the Shareholders (save for Candover Luxco) (each a "Compulsory Seller"), require that Compulsory Seller to Transfer such Shares registered in his, her or its name (free from all Encumbrances and together with all rights then attaching thereto and with Full Title Guarantee) to one or more persons identified in the Compulsory Sale Notice (each an "Offeree") at the consideration indicated in Article 17.3.6.2.1 (the "Compulsory Sale Price") on the date specified in the Compulsory Sale Notice (the "Compulsory Sale Completion Date"), being a date which is not less than 5 Business Days after the date of the Compulsory Sale Notice.

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

17.4.4.1 on or before the Compulsory Sale Completion Date, provided that the Offeree(s) have put the Company or the Nominated Account Holder in the requisite cleared funds or provided reasonable evidence in a form reasonably satisfactory to the Board of Managers of the Company that funds will be received on completion of the transfer, each Compulsory Seller shall deliver duly executed Transfer form(s) in respect of the Shares which are the subject of the Compulsory Sale Notice (the "Compulsory Sale Equity"), together with the relative share certificates (or an indemnity in respect thereof in a form satisfactory to the Board of Managers of the Company) to the Company if and to the extent that share certificates were issued. Subject always to receipt thereof, on the Compulsory Sale Completion Date, the Company shall pay each Compulsory Seller, on behalf of the Offeree(s), the Compulsory Sale Price due. Payment to the Compulsory Seller(s) shall be made in such manner as is agreed between the Board of Managers of the Company and the Compulsory Seller(s) and in the absence of such agreement, by cheque to the postal address notified to the Company by each Compulsory Seller for such purpose and, in default of such notification, to the Compulsory Seller's last known address. The Company's receipt for the Compulsory Sale Price due shall be a good discharge to the relevant Offeree(s) who shall not be bound to see its application. Pending compliance by the Compulsory Seller(s) with the obligations in Article 17.4 and Articles 17.4.3 to 17.4.7, the Company shall hold any funds received from the Offeree(s) in respect of the Compulsory Sale Equity on trust for the defaulting Compulsory Seller(s), without any obligation to pay interest;

17.4.4.2 if a Compulsory Seller fails to comply with its obligations under Article 17.4.4.1 in respect of the Compulsory Sale Equity registered in its name, the Board of Managers of the Company may (and shall, if so requested by any Investor) authorise any Board Member of the Company to execute, complete and deliver as agent for and on behalf of that Compulsory Seller a Transfer of the relevant Compulsory Sale Equity in favour of the Offeree(s), to the extent that the Offeree(s) have, by the Compulsory Sale Completion Date, put the Company or the Nominated Account Holder in cleared funds in respect of the Compulsory Sale Price due for the Compulsory Sale Equity. The Board Members shall authorise registration of the Transfer(s), after which the validity of such Transfer(s) shall not be questioned by any person. Each defaulting Compulsory Seller shall surrender his share certificates relating to the Compulsory Sale Equity (or provide an indemnity in respect thereof in a form satisfactory to the relevant Board of Managers) to the Company if and to the extent that share certificates were issued. On, but not before, such surrender or provision, if and to the extent that share certificates were issued, each Compulsory Seller shall be entitled to the Compulsory Sale Price due for the Compulsory Sale Equity Transferred on its behalf, without interest.

17.4.5 The Shareholders acknowledge and agree that the authority conferred under Article 17.4.4 is necessary as security for the performance by the Compulsory Seller(s) of their obligations under Articles 17.4.3 to 17.4.7.

17.4.6 If any shares are issued by the Company to a Compulsory Seller at any time after the date of the Compulsory Sale Notice(s) (whether as a result of their shareholding(s) in the Company or by virtue of the exercise of any right or option or otherwise, and whether or not such shares were in issue at the date of the Compulsory Sale Notice) (the "Subsequent Shares"), the members of the purchasing group shall be entitled to serve an additional notice (a "Further Compulsory Sale Notice") on each holder of such shares requiring them to Transfer all their Subsequent Shares (free from all Encumbrances and together with all rights then attaching thereto and with Full Title Guarantee) to one or more persons identified in the Further Compulsory Sale Notice at the consideration indicated in article 17.4.4 on the date

specified in the Further Compulsory Sale Notice(s) (the "Further Compulsory Sale Completion Date"). The provisions of Articles 17.4.4 and 17.4.5 shall apply to the Subsequent Shares, with the following amendments:

17.4.6.1 references to the "Compulsory Sale Notice(s)" shall be deemed to be to the "Further Compulsory Sale Notice(s)";

17.4.6.2 references to the "Compulsory Sale Equity" shall be deemed to be to the "Subsequent Share(s)"; and

17.4.6.3 references to the "Compulsory Sale Completion Date" shall be deemed to be to the "Further Compulsory Sale Completion Date".

17.4.7 Any Transfer of Shares made in accordance with Articles 17.4.3 to 17.4.6 shall not be subject to any other restrictions on Transfer contained in these Articles.

17.5 The Board Members shall not be entitled to decline to register the Transfer of any Shares made pursuant to and in compliance with the Articles. 18.

Art. 18. Compulsory transfer of leaver equity.

18.1

18.1.1 On the occurrence of the events set out in Article 18.2, a Leaver (as defined below) shall transfer the Leaver Equity (as defined below) on the terms and conditions set out below and pursuant to the provisions of the 1915 Law and subject to the specific terms of these Articles.

18.1.2 Immediately upon a Manager Shareholder or an employee of the Group voluntarily or involuntarily ceasing to be an employee and/or consultant to a Group Company without prejudice to his rights under the Service Agreement (or giving or receiving a notice to this effect) (a "Leaver"), the Leaver must, unless notified to the contrary by any remuneration committee (with Candover Investor Director consent) within twelve months of such Manager Shareholder or employee ceasing to be an employee and/or consultant, immediately transfer all the Sweet Equity and Hard Equity (save for certain Hard Equity held by certain Managers Shareholders as may be referred to in any shareholder's agreement entered into from time to time) in respect of which such Manager Shareholder is the registered holder ("Leaver Equity") to any one or several person(s) (as listed below) (any transfer resulting from such offer being a "Compulsory Transfer") as directed by the any remuneration committee:

18.1.2.1 first to:

- (a) a person(s) intended to take the Leaver's place as an employee and/or officer of a Group Company; or
- (b) another officer or employee of, or consultant to a Group Company; or
- (c) an employee trust; or
- (d) a nominee, trustee or custodian (pending nomination of a person pursuant to paragraphs 18.1.2.1 to 18.1.2.3 (inclusive) (the "Warehouse");

18.1.2.2 then to an Ordinary Shareholder (save for Candover Luxco); and

18.1.2.3 then to other persons wishing to invest in the Company (save for Candover Luxco or the Investors) only in circumstances where a Compulsory Transfer cannot be made to the persons referred to in paragraphs 18.1.2.1 to 18.1.2.2 (inclusive).

18.1.3 For the purposes of Article 18.1, the Leaver Equity of a Leaver shall be deemed to include any Leaver Equity held by any Family Member or Family Trust to whom he or she has transferred Leaver Equity or any Employee Investment Vehicle which holds Leaver Equity allocated to or on trust for that Leaver (each a "Related Holder") and any such Related Holder will comply with the terms of Article 18 as if it were the relevant Manager Shareholder.

18.1.4 At an Exit any Leaver Equity that has been acquired from a Leaver or a Related Holder and still held by the Warehouse will be dealt with in accordance with the directions of any remuneration committee with Candover Investor Director consent.

18.1.5 The obligation to offer the Leaver Shares set forth in this Article 18 shall take effect immediately upon the Leaver Date of the relevant Leaver.

18.2 Price

18.2.1 In the event of a Compulsory Transfer, if the Leaver is a Good Leaver, the price payable to the Manager Shareholder or a Related Holder for the entire Leaver Equity of such Leaver shall be the price agreed between the Leaver and any remuneration committee, or if they do not agree a price within 14 days of giving or receiving the notice referred to in Article 18.1.2, the higher of (i) the Subscription Price, and (ii) the Fair Market Value of the Leaver Equity as of the Leaver Date.

18.2.2 In the event that the Leaver is a Bad Leaver, the price payable to the Leaver or a Related Holder for his Leaver Equity will be the price agreed between the Leaver and any remuneration committee, or if they do not agree a price within 14 days of the notice referred to in Article 18.1.2

(a) in relation to the Leaver Equity which constitutes Vested Equity as of the Leaver Date and the Leaver Equity which constitutes Hard Equity, the higher of (i) the Subscription Price, and (ii) the Fair Market Value; and

(b) in relation to the Leaver Equity which constitutes Unvested Equity as of the Leaver Date, the Subscription Price.

18.2.3 In the event that the Leaver is a Very Bad Leaver, the price payable to the Leaver or a Related Holder for his Leaver Equity will be the price agreed between the Leaver and any remuneration committee, or if they do not agree a price within 14 days of the notice referred to in Article 18.1.2, the lower of (i) the Subscription Price, and (ii) the Fair Market Value of the entire Leaver Equity of such Leaver, and in the event that a Leaver (Good Leaver or Bad Leaver) becomes a Very Bad Leaver (as a result of breaching his non compete provisions in his Service Agreement or pursuant to any appropriate provision of any shareholder agreement entered into from time to time or as a result of a Material Breach as may be defined any shareholder agreement entered into from time to time, having occurred whilst he or she was still an Ordinary Shareholder) after being paid in respect of his or her Leaver Equity, without prejudice to any other remedies available, that Leaver shall be required to pay to the Company the difference between the amount paid to him or her for the Leaver Equity and the amount which would have been paid to him or her pursuant to this Article if he or she was a Very Bad Leaver on the Leaver Date. For the avoidance of doubt, this Article will apply notwithstanding any additional payment which may be paid to a Leaver pursuant to Article 18.2.5.

18.2.4 The fair market value of the Leaver Shares to be transferred will be determined by Equity Luxco and the Leaver or, if they cannot reach agreement within 15 Business Days, by an Independent Accountant (as defined in Article 18.4 below) appointed by the Leaver and by another Independent Accountant appointed by the Company each in accordance with generally accepted valuation principles commonly applied to such businesses based on the going concern value of the Target Group's business as a whole, the value of comparable companies and relevant comparable transactions in the market place, having regard to their immediate prospects, and on the assumption that on the date at which such value is to be calculated an Exit has occurred, determined on the basis of a willing seller and a willing purchaser, and without any discount for restrictions or minority participation being applied but taking account of the Waterfall (the "Fair Market Value"). If there is less than 12% difference between the determinations of Fair Market Value of the two Independent Accountants, the Fair Market Value for the purposes of Article 18.2 will be an average of the two determinations. Where the difference between the two determinations is greater than 12%, such two Independent Accountants shall appoint a third Independent Accountant to carry out such a determination, and the Fair Market Value for the purposes of Article 18.2 will be an average of all three determinations.

18.2.5 Where a Leaver receives Fair Market Value for all or any part of his Leaver Equity and an Exit occurs within 9 months of his or her Leaver Date, or it is reasonably considered that an Exit process has commenced as a result of Candover Luxco or the Company appointing an investment bank to conduct such Exit process and an Exit then occurs as a direct consequence of such process, if the Fair Market Value for the Shares at such Exit is higher than that paid to the Leaver pursuant to Article 18.2, that Leaver shall be entitled to receive the difference between the Fair Market Value received by him or her for his or her Leaver Equity for which Fair Market Value was paid to such Leaver and the price of the Shares at such Exit.

18.3 Payment

18.3.1 Any Transfer of Leaver Equity to any other party under Article 18.2 is conditional upon the relevant Transferee paying to the relevant Leaver the price for such Leaver Equity as determined in accordance with Article 18.2.

18.4 Independent Accountant

18.4.1 For the purpose of article 18.2.4, each Independent Accountant shall be a firm of certified (registered) accountants of international repute.

18.4.2 Each Independent Accountant shall act on the following basis:

- (a) the Independent Accountant shall act as an expert and not as an arbitrator;
- (b) the Independent Accountant's terms of reference shall be to determine the Fair Market Value of the Leaver Equity within 30 (thirty) days of acceptance of its appointment;
- (c) the Independent Accountant shall determine the procedure to be followed in the determination;
- (d) the average of the determination of the first two Independent Accounts or the average of the determination of all three Independent Accountants (as applicable) shall (in the absence of manifest error) be final and binding on the Company and the Leaver as applicable; and
- (e) where a Leaver is a Good Leaver all of the costs of the determination, including fees and expenses of all of the Independent Accountants, shall be borne by the Company; otherwise, each of Company and the relevant Leaver shall each bear the fees and expenses of the Independent Accountant appointed by them, and all other costs of the determination, including fees and expenses of the third Independent Accountant (if any) shall be borne equally by Company and the relevant Leaver.

In this article 18 words otherwise defined in these Articles of Association shall have the same meaning, save as follows:

"Acquisition Date" means the date of acquisition of Post 2013 ARD Sweet Equity Shares by a Manager Shareholder or his Related Holders.

"Bad Leaver" means any Leaver who is not a Good Leaver or a Very Bad Leaver (save where classified as a Good Leaver by any remuneration committee);

"Compulsory Transfer" shall have the meaning set out in paragraph 18.1.2;

"Fair Market Value" shall have the meaning set out in paragraph 18.2.4;

"Good Leaver" means any Leaver who leaves by reason of his death, retirement at normal retirement age, permanent illness or disability;

"Independent Accountant" shall have the meaning set out in Article 18.4;

"Leaver" shall have the meaning set out in paragraph 18.1.2; "Leaver Date" means, in relation to a Leaver:

- (a) (subject to (b) below) where employment or a contract for services ceases by virtue of notice given by the Leaver or by the relevant Group Company (with or without payment in lieu of notice), the date on which such notice is given;
- (b) if the Leaver dies, the date of his death or certification of such death (if the date of death is unknown);
- (c) in any other circumstances, the date on which the Leaver ceases to be employed or engaged by a Group Company;

"Pre 2013 ARD Sweet Equity Shares" shall have the meaning given to it in any shareholders' agreement entered into from time to time.

"Post 2013 ARD Sweet Equity Shares" shall have the meaning given to it in any shareholders' agreement entered into from time to time.

"Subscription Price" means the total paid up on the Sweet Equity (including any premium) plus inflation measured to the Leaver Date in accordance with the Spanish Retail Prices Index and calculated (in the case of a Leaver who is a Manager Shareholder on the 2013 Amendment and Restatement Date) by reference to the amount paid up on any shares of the Company from which the Sweet Equity was converted; or (b) in the case of a person who becomes a Manager Shareholder after the 2013 Amendment and Restatement Date, the amount paid by him or on his behalf for the relevant Sweet Equity;

"Sweet Equity Shares" means the Ordinary Shares which constitute Sweet Equity;

"Unvested Equity" means:

- (a) upon or at any time after the occurrence of an Exit, none of the Sweet Equity Shares held by a Manager Shareholder and his Related Holders; or
- (b) subject to paragraph (a) above, all Sweet Equity Shares held by a Manager Shareholder and his Related Holders which are not Vested Equity;

"Very Bad Leaver" means any Leaver who:

- (a) voluntarily resigns or is dismissed with cause; or
- (b) breaches their non-compete provisions in their Service Agreement or a relevant provision of any shareholders' agreement entered into from time to time; or
- (c) commits a Material Breach (as may be defined in any shareholders' agreement entered into from time to time); and

"Vested Equity" means:

- (a) upon or at any time after an Exit, all of the Sweet Equity Shares held by a Manager Shareholder and his Related Holders;
- (b) subject to paragraph (a) above, a proportion of the Pre 2013 ARD Sweet Equity Shares held by a Manager Shareholder and his Related Holders as increases on a linear daily basis from 1 October 2010 until the 1 October 2014, such that:
 - (i) on 1 October 2011, one-quarter of the Pre 2013 ARD Sweet Equity Shares held by a Manager Shareholder and his Related Holders;
 - (ii) on 1 October 2012, one-half of the Pre 2013 ARD Sweet Equity Shares held by a Manager Shareholder and his Related Holders;
 - (iii) on 1 October 2013, three-quarters of the Pre 2013 ARD Sweet Equity Shares held by a Manager Shareholder and his Related Holders; and (iv) on or after 1 October 2014, all of the Pre 2013 ARD Sweet Equity Shares held by a Manager Shareholder and his Related Holders.

(c) Subject always to paragraph (a) above and unless otherwise determined by any remuneration committee:

- (i) On the first anniversary of the relevant Acquisition Date, one quarter of the Post 2013 ARD Sweet Equity Shares held by a Manager Shareholder and his Related Holders;
- (ii) On the second anniversary of the relevant Acquisition Date, one further quarter of the Post 2013 ARD Sweet Equity Shares held by a Manager Shareholder and his Related Holders;
- (iii) On the third anniversary of the relevant Acquisition Date, one further quarter of the Post 2013 ARD Sweet Equity Shares held by a Manager Shareholder and his Related Holders; and
- (iv) On the fourth anniversary of the relevant Acquisition Date, one further quarter of the Post 2013 ARD Sweet Equity Shares held by a Manager Shareholder and his Related Holders.

Chapter III. - Management

19. Art. 19. Management.

19.1 The Company is managed by one or more manager(s) appointed by a resolution of the shareholder(s). In case of one manager, he/it will be referred to as the "Sole Manager". In case of plurality of managers (the "Board Members"), they will constitute a board of managers ("conseil de gérance") (hereafter the "Board of Managers").

19.2 Candover Luxco shall be entitled from time to time to propose for appointment one or more Board Member out of a list of candidates which the Shareholders' General Meeting shall appoint as Board Members, (all being referred to as the "Candover Investor Directors").

19.3 Candover Luxco shall be entitled from time to time to propose for appointment one or more non-executive managers out of a list of candidates of which the Shareholders' General Meeting shall appoint these non-executive managers.

19.4 Candover Luxco shall be entitled from time to time to propose for appointment one or more domiciliation agent managers out of a list of candidates of which the Shareholders' General Meeting shall appoint these non-executive managers (all being referred to as the "Domiciliation Agent")

19.5 ERISA Investors shall be entitled from time to time to propose for appointment one or more Board Member out of a list of candidates of which the Shareholders' General Meeting shall appoint a Board Member (all being referred to as the "ERISA Investor Directors").

19.6 As long as OB Partnership (together with the Partners, any New Partnership, the Executors, any John Cook Beneficiary (each of the above being as defined in any shareholders agreement entered into in relation to the Company from time to time), the OB Luxcos, Dalby Manor Limited and Bridge Street (Nominees) Limited (the "Partnership") continues to hold 15% of the voting share capital of the Company, they shall be entitled from time to time to propose for appointment one Board Member out of a list of candidates of which the Shareholders' General Meeting shall appoint a Board Member (all being referred to as the "Partnership Directors" and together with the Candover Investor Directors, the "Investor Directors").

19.7 Manager Shareholders shall be entitled from time to time to propose for appointment one or more Board Member out of a list of candidates of which the Shareholders' General Meeting shall appoint a Board Member (all being referred to as the "Manager Directors").

19.8 Candover Luxco, in accordance with the directions of the Managers Representative shall be entitled from time to time to propose for appointment a non-executive manager out of a list of candidates of which the Shareholders' General Meeting shall appoint a Board Member (being referred to as the "Chairman").

19.9 Any Board Member can be removed "ad nutum" and without cause with a 50 % (fifty percent) plus one vote majority of the votes capable of being cast at a shareholders meeting. Notwithstanding the foregoing sentence (i) the right of a party or parties to propose a candidate for appointment to the Board of Managers includes the right to propose the dismissal or suspension of the Board Member appointed in accordance with paragraphs 19.2 to 19.8 of this Article 19 after the nomination by that party or parties, and (ii) the provisions of paragraphs 19.2 to 19.8 of this Article 19 shall apply mutatis mutandis to the replacement of a Board Member.

19.10 With respect to the appointments in paragraphs 19.2 to 19.8 of this Article 19 the Shareholders shall, if a shareholders resolution is required, vote in favour of the appointment of the person(s) duly nominated or entitled to be appointed. The failure of any of Candover Luxco or ERISA Investors or Managers Shareholders or Partnership to fully exercise their right to nominate Board Members pursuant to paragraphs 19.2 to 19.8 of this Article 19 shall not constitute a waiver or diminution of such rights. Should the individuals elected as Board Members pursuant to this Article 19 be unwilling or unable to serve, or otherwise cease to serve, any replacement shall be nominated and appointed in accordance with the Article 19.

19.11 Any Investor who has the right to nominate a Board Member for appointment shall have the right to appoint and remove one observer to the Board of Managers of the Company per Board Member appointable by it pursuant to Article 19, as applicable (each, an "Observer") provided that if such Shareholder ceases to have the right to nominate for appointment a Board Member pursuant to Article 19, as applicable, their right to appoint an Observer pursuant to this clause shall also cease and they shall remove any Observer so appointed.

19.12 The Observer shall be given all the information, correspondence and documents in respect of and/or relevant to matters to be considered and/or transacted at Board of Managers' meetings that a Board Member would reasonably be entitled to receive, and shall be entitled to receive that information (including, without limitation, notice of meetings) at the same time as the Board Member would be entitled to receive it. With the unanimous consent of the Board Members, each Observer shall be entitled to attend and speak at any meetings of the Board of Managers but shall not be entitled to vote, nor shall he/she be regarded as an officer of such Board of Managers or be counted in the quorum of any such Board of Managers' meeting.

20. Art. 20. Powers of the sole manager or of the board of managers.

20.1 In dealing with third parties, the Sole Manager or, in case of plurality of managers, the Board of Managers, without prejudice to articles 19 and 21 of the present Articles, will have all powers to act in the name of the Company in all circumstances and to carry out and approve all acts and operations consistent with the Company's objects and provided the terms of this article shall have been complied with.

20.2 All powers not expressly reserved by Law or the present Articles to the general meeting of Shareholders fall within the competence of the Sole Manager or in case of plurality of managers, of the Board of Managers.

21. Art. 21. Representation of the company. Towards third parties, the Company shall be, in case of a Sole Manager, bound by the sole signature of the Sole Manager or, in case of plurality of managers, by the joint signature of any two

managers or by the signature of any person to whom such power shall be delegated, in case of a Sole Manager, by the Sole Manager or, in case of plurality of managers, by any two managers.

22. Art. 22. Delegation and Agent of the sole manager or of the board of managers.

22.1 The Sole Manager or, in case of plurality of managers, any two managers may delegate its/their powers for specific tasks to one or more ad hoc agents.

22.2 The Sole Manager or, in case of plurality of managers, any manager will determine any such agent's responsibilities and remuneration (if any), the duration of the period of representation and any other relevant conditions of its agency.

23. Art. 23. Meeting and decisions of the board of managers.

23.1 In case of plurality of managers, the meetings of the Board of Managers are convened by the Chairman of the Board of Managers of the Company or any other two Board Members, on the requisition of the Chairman or any other two Board Members.

23.2 A minimum of 10 Business Days' notice of meetings, accompanied by details of the venue for such meeting and an agenda of the business to be transacted, shall be given to all the Board Members. Where either (i) the Chairman determines that urgent business has arisen, or (ii) the prior written consent of the Majority Investors has been received, notice of such Board of Managers' meetings may be reduced to five Business Days.

23.3 The Board of Managers may validly debate and take decisions without prior notice if all the Board Members are present or represented and have waived the convening requirements and formalities.

23.4 Any Board Member may act at any meeting of the Board of Managers by appointing in writing or by telegram or telefax or email or letter another Board Member as his proxy. A Board Member may also appoint another Board Member to represent him by phone to be confirmed in writing at a later stage.

23.5 The use of video-conferencing equipment and conference call shall be allowed provided that (i) each participating Board Members is able to hear and to be heard by all other participating Board Members whether or not using this technology and (ii) the use of such means shall be initiated from Luxembourg, and each participating Board Member shall be deemed to be present and shall be authorised to vote by video or by telephone.

23.6 The Board of Managers can only validly debate and take decisions if (i) one Candover Investor Director and the Domiciliation Agent and (ii) a majority of the other Board Members the Company is physically present in Luxembourg, otherwise the relevant of Managers' meeting of the Company shall be void. Decisions of the Board of Managers shall be adopted by a simple majority. No Board Member, including the Chairman shall have a casting vote.

23.7 Should the quorum mentioned in paragraph 23.6 not be constituted at any meeting of the Board of Managers of the Company, the relevant meeting shall be adjourned for five Business Days.

23.8 The minutes of a meeting of the Board of Managers shall be signed by all Board Members present or represented at the meeting. Extracts shall be certified by any Board Member or by any person nominated by any Board Member or during a meeting of the Board of Managers.

Chapter IV.- General Meeting of shareholders

24. Art. 24. Powers of the general meeting of shareholder(s) - Votes.

24.1 If there is only one Shareholder, that sole Shareholder assumes all powers conferred to the general Shareholders' meeting and takes the decisions in writing.

24.2 In case of a plurality of Shareholders, each Shareholder may take part in collective decisions irrespectively of the number of Shares, which he/she/it owns. Each Shareholder has voting rights commensurate with his shareholding. All Shares have equal voting rights.

24.3 If all the shareholders are present or represented they can waive any convening formalities and the meeting can be validly held without prior notice.

24.4 If there are more than twenty-five Shareholders, the Shareholders' decisions have to be taken at meetings to be convened. A minimum of ten Business Days' notice of each Shareholders' meeting accompanied by a note of the venue for such meeting and an agenda shall be given to the Shareholders.

24.5 If there are less than twenty-five Shareholders, each Shareholder may receive the text of the decisions to be taken and cast its vote in writing.

24.6 A Shareholder may be represented at a Shareholders' meeting by appointing in writing (or by fax or e-mail or any similar means) an attorney who need not be a Shareholder.

24.7 Collective decisions are only validly taken insofar as Shareholders owning more than half of the share capital adopt them.

24.8 However, resolutions to alter the Articles may only be adopted by the majority (in number) of the Shareholders owning at least three-quarters of the Company's Share capital, subject to any other provisions of the Law. Furthermore, any Transfer of Shares to a person who is not at such time an Ordinary Shareholder and any new issues of Shares require the consent of the Ordinary Shareholders owning at least three-quarters of the Company's Share capital.

Chapter V. - Business year

25. Art. 25. Business year.

25.1 The Company's financial year starts on the 1st October and ends on the 30th September of each year.

25.2 At the end of each financial year, the Company's accounts are established by the Sole Manager or in case of plurality of managers, by the Board of Managers and the Sole Manager or in case of plurality of Board Members, the Board of Managers prepares an inventory including an indication of the value of the Company's assets and liabilities.

25.3 Each Shareholder may inspect the above inventory and balance sheet at the Company's registered office.

26. Art. 26. Distribution right of shares.

26.1 The profits in respect of a financial year, after deduction of general and operating expenses, charges and depreciations, shall constitute the net profit of the Company in respect of that period.

26.2 From the net profits thus determined, five per cent shall be deducted and allocated to a legal reserve fund. That deduction will cease to be mandatory when the amount of the legal reserve fund reaches one tenth of the Company's nominal capital.

26.3 To the extent that funds are available at the level of the Company for distribution and to the extent permitted by law and by these Articles, the Sole Manager or in case of plurality of Board Members, the Board of Managers shall propose that cash available for remittance be distributed.

26.4 Any distribution is to be made in accordance with Article 6 to Article 12 inclusive.

26.5 The decision to distribute funds and the determination of the amount of such distribution will be taken by a majority vote of the Shareholders.

26.6 Notwithstanding the preceding provisions, the Sole Manager or in case of plurality of Board Members, the Board of Managers may decide to pay interim dividends to the shareholder(s) before the end of the financial year on the basis of a statement of accounts showing that sufficient funds are available for distribution, it being understood that (i) the amount to be distributed may not exceed, where applicable, realised profits since the end of the last financial year, increased by carried forward profits and distributable reserves, but decreased by carried forward losses and sums to be allocated to a reserve to be established according to the Law or these Articles and that (ii) any such distributed sums which do not correspond to profits actually earned shall be reimbursed by the shareholder(s).

Chapter VI. - Liquidation

27. Art. 27. Dissolution and Liquidation.

27.1 The Company shall not be dissolved by reason of the death, suspension of civil rights, insolvency or bankruptcy of the single Shareholder or of one of the Shareholders.

27.2 The liquidation of the Company shall be decided by the Shareholders' meeting in accordance with the applicable legal provisions.

27.3 The liquidation will be carried out by one or several liquidators, Shareholders or not, appointed by the Shareholders who shall determine their powers and remuneration.

27.4 In a liquidation of the Company, the amount available for distribution shall be distributed in accordance with Article 6 to 12 inclusive.

Chapter VII. - Applicable law

28. Art. 28. Applicable law. Reference is made to the provisions of the Law for all matters for which no specific provision is made in these Articles.

Chapter VIII. - Definitions

29. Art. 29. Definitions.

"2013 Amendment and Restatement Date" shall have the meaning given to it in any shareholders' agreement in relation to the Company entered into from time to time.

"A Preference Shares" means the J1 A Preference Shares, the J2 A Preference Shares, the K1 A Preference Shares and the K2 A Preference Shares;

"Adoption Date" means the 2013 Amendment and Restatement Date;

"Articles of Association" means the articles of association of the Company as amended from time to time;

"Asset Sale" means a sale by the Company or other member of the Group on bona fide arm's length terms of all, or substantially all, of the Group's business, assets and undertaking;

"Available Amount" means the maximum amount permitted by the Law;

"B Preference Shares" means the J1 B Preference Shares, the J2 B Preference Shares, the K1 B Preference Shares and the K2 B Preference Shares;

"Bonus Incentive Amount" has the meaning set out in any shareholders' agreement in relation to the Company entered into from time to time;

"Business Day" means a day (excluding Saturdays and Sundays) on which banks generally are open in London, Luxembourg and Spain for normal business;

"Candover Investors" has the meaning given to it in any shareholders' agreement in relation to the Company entered into from time to time;

"Candover Luxco" means Monkwood Luxco S.à r.l., a private limited liability company (société à responsabilités limitée) incorporated in Luxembourg, whose registered office is at 9, rue Gabriel Lippmann, L-5365 Munsbach, registered with the Luxembourg Register of Trade and Companies with company number B117.178;

"Co-Investment Scheme" means any scheme under which certain officers, employees or parties of an Investor or its adviser or its investment manager are entitled (as individuals or through a body corporate or any other vehicle) to acquire shares which the Investor would otherwise acquire;

"Compounding Day" means

a) in respect of each J1 Preference Share and K1 Preference Share, each anniversary of the date on which such share was issued (for these purposes being, where relevant, the date of issue of the original preference share of the Company which was on the Adoption Date converted to a J1 Preference Share or a K1 Preference Share) and

b) in respect of each J2 Preference Share and K2 Preference Share issued on the Adoption Date in consideration of the contribution of a preferred equity certificate to the capital of the Company, each anniversary of the date of issue of the relevant Converted PEC or, in the case of any J2 Preference Share or K2 Preference Share issued after the Adoption Date, each anniversary of the date of issue of such Share.

"Compulsory Sale Completion Date" shall have the meaning given to it in Article 17.4.3;

"Compulsory Sale Equity" shall have the meaning given to it Article 17.4.4.1;

"Compulsory Sale Notice" shall have the meaning given to it in Article 17.4.3;

"Compulsory Sale Price" shall have the meaning given to it in Article 17.4.3;

"Compulsory Seller" shall have the meaning given to it in Article 17.4.3

"Control" means, from time to time:

(a) in the case of a body corporate, the right to exercise more than 50 per cent of the votes exercisable at any meeting of that body corporate, together with the right to appoint more than half of its directors; and

(b) in the case of a partnership or limited partnership, the right to exercise more than 50 per cent. of the votes exercisable at any meeting of partners of that partnership or limited partnership (and, in the case of a limited partnership, Control of each of its general partners);

(c) in the case of a Fund the right to be the manager or adviser to that Fund; and

(d) in the case of any other person the right to exercise a majority of the voting rights or otherwise to control that person whether, by virtue of provisions contained in its memorandum or articles of association or, as the case may be, certificate of incorporation or by-laws, statutes or other constitutional documents or any contract or arrangement with any other persons and shall include, without limitation, "control" as such term is used in Article 4 of the Spanish Securities Market Act (Ley del Mercado de Valores) dated 28 July 1988.

"Converted PEC" means, in respect of any J2 Preference Share or K2 Preference Share, the preferred equity certificate of the Company which was contributed to the Company as consideration for the issue of that J2 Preference Share or K2 Preference Share;

"Debt Finance" has the meaning given to it in any shareholders' agreement in relation to the Company entered into from time to time;

"Distributable Sale Payments" has the meaning given to it in any shareholders' agreement in relation to the Company entered into from time to time;

"Distribution" means a Dividend, a Redemption Payment and/or a Liquidation Payment;

"Distribution Sale" means (a) a Transfer or Transfers which are deemed to constitute a Distribution Sale pursuant to Article 17.3.6.2.1(b) and (b) a Transfer of Shares to which Article 17.4.3 to 17.4.7 applies and (c) any Transfer of Shares pursuant to a Compulsory Sale Notice.

"Dividend" is as defined in Article 6;

"Employee Investment Vehicle" means any pooling entity approved by the any remuneration committee in connection with holding the Ordinary Shares on behalf of or on trust for one or more of the employees of the Group;

"ERISA" means the United States Employee Retirement Income Security Act 1974;

"ERISA Investors" means Candover 2005 Fund US No. 1 Limited Partnership and Candover 2005 Fund US No. 2 Limited Partnership and any other Investor or Transferee who from time to time notifies Candover Luxco in writing that it or one of its Affiliates is intended to be a "venture capital operating company" as defined in the Plan Asset Regulations for the purposes of ERISA;

"Exit" means a Sale, or an IPO, or an Asset Sale;

"Family Member" means in relation to an employee or director of, or consultant to, any Group Company, his or her spouse and/or his or her lineal descendants by blood or adoption and/or his or her step-children;

"Family Trust" means a trust (whether arising under a settlement, declaration or trust, testamentary disposition or on an intestacy) in respect of which the only beneficiaries (and the only persons capable of being beneficiaries) are the employee or director of, or consultant to, any Group Company who established the trust and/or his or her spouse and/or his or her lineal descendants by blood or adoption and/or his or her step-children;

"First Compounding Day" means, in relation to any Preference Share the first Compounding Day after the Adoption Date (or, if earlier, the date of any Redemption Payment or Liquidation Payment made in respect of the relevant Share);

"FPO" means the FSMA (Financial Promotion) Order 2001;

"FSMA" means the Financial Services and Markets Act 2000;

"Full Title Guarantee" means a disposition to be made with full ownership;

"Fund" means any unit trust, investment trust, investment company, limited partnership, general partnership or other collective investment scheme, investment professional (as defined in Article 19(5)(d) of the FPO), high net worth company, unincorporated association or high value trust (as defined in Article 49(2)(a) to (c) of the FPO), pension fund, insurance company, authorised person under FSMA or any body corporate or other entity, in each case the assets of which are managed professionally for investment purposes;

"Further Compulsory Sale Completion Date" shall have the meaning given in Article 17.4.6;

"Further Compulsory Sale Notice" shall have the meaning given to it in article 17.4.6;

"Group" means the Company and its subsidiary undertakings from time to time and any holding company of the Company which is inserted for the purposes of planning for an Exit and in which the share capital structure of the Company is replicated in all material respects (and for so long as such holding company is holding company of the Company, any subsidiary undertakings of such holding company from time to time) and "member of the Group" and "Group Company" shall be construed accordingly; for the avoidance of doubt, no Investor nor any member of an Investor's Investor Group nor Candover Luxco shall be a member of the Group;

"Hard Equity" means each of the "X" Ordinary Shares and Preference Shares;

"Hard Equity Holder" means a person who is legally or beneficially entitled to Hard Equity;

"HEAC" means the sum of € 592,619,686;

"Investors" has the meaning given in any shareholders' agreement in relation to the Company entered into from time to time;

"Investor Group" means, in relation to an Investor or a Candover Investor:

- a) any group undertaking for the time being of that Investor or that Candover Investor, as applicable;
- b) any Affiliate of that Investor or that Candover Investor, as applicable;
- c) any general partner, trustee or nominee of that Investor or that Candover Investor, as applicable, or any group undertaking for the time being of that Investor or that Candover Investor, as applicable; and
- d) any manager or investment adviser or limited partner of an Investor or of a Candover Investor, as applicable, or any group undertaking of that Investor or that Candover Investor, as applicable, for the time being;
- e) and "member of an Investor Group" shall be construed accordingly;

"Investor Relevant Transfer" has the meaning given in any shareholders' agreement in relation to the Company entered into from time to time;

"Investor Tag Proportion" shall have the meaning given to it in article 17.3.5;

"IPO" means either (and in both cases whether initial or subsequent): (a) the admission of the Company's Shares (following its conversion to a société anonyme (or the shares of such other entity which owns substantially all of the assets of the Group at the time) (i) to both the Official List of the UK Listing Authority (in accordance with paragraph 3.2.7G of the rules made by the UK Listing Authority pursuant to section 73A FSMA, as amended or its successor legislation) and to trading on the LSE's market for listed securities (in accordance with paragraph 2.1 of the Admission and Disclosure Standards of the LSE as amended from time to time) or, (ii) to trading on any of the Spanish Stock Exchange Securities Markets (Bolsas de Valores) recognised as official secondary markets (mercados oficiales secundarios) in accordance with the first paragraph of Article 31 of the Spanish Securities Market Act (Ley del Mercado de Valores) dated 28 July 1988; or (b) the equivalent admission to trading to or permission to deal on any other Recognised Investment Exchange, including any alternative or second investment market (segundo mercado) of any Recognised Investment Exchange, becoming effective in relation to the Ordinary Shares (or the shares of such other company which owns substantially all of the assets of the Group at the time) (including Spanish Opco);

"J1/K1 Dividend" is as defined in Article 8.4;

"J2/K2 Dividend" is as defined in Article 8.2;

"J Preference Shares" means the J1 Preference Shares and the J2 Preference Shares;

"J1 Preference Shares" means the J1 A Preference Shares and the J1 B Preference Shares;

"J2 Preference Shares" means the J2 A Preference Shares and the J2 B Preference Shares;

"K Preference Shares" means the K1 Preference Shares and the K2 Preference Shares;

"K1 Preference Shares" means the K1 A Preference Shares and the K1 B Preference Shares;

"K2 Preference Shares" means the K2 A Preference Shares and the K2 B Preference Shares;

"Law" means the laws from time to time of the Grand Duchy of Luxembourg;

"Liquidation Payment" is as defined in Article 6;

"Loans" has the meaning given to it in any shareholders' agreement in relation to the Company entered into from time to time;

"LSE" means the London Stock Exchange plc;

"Majority Investors" means Candover Luxco for as long as it holds a greater number of the Shares than any other Shareholder, and thereafter the holders of more than 50 per cent of the Shares from time to time in issue;

"Management Company Shares" means the "X Ordinary Shares held from time to time by any of the Managers;

"Managers' Representative" means Richard Golding for so long as he is an Ordinary Shareholder and an employee of or provider of services to the Group, or such other person as is nominated in writing by the holders of 50 per cent. of the Ordinary Shares held by the Managers Shareholders from time to time;

"Manager Shareholder" means any of the Managers as defined in any shareholders' agreement entered into from time to time in relation to the Company.

"Nominated Account Holder" means such firm of lawyers or other appropriate entity as is nominated by the Majority Investor and approved by the Manager Representative such approval not to be unreasonably withheld or delayed;

"Nominated Bank Account" means a client account or other bank account of the Nominated Account Holder;

"OB Luxcos" means Vuvuzela 1 Luxco S.a r.l. and Vuvuela 2 Luxco S.a r.l.

"Observer" shall have the meaning given to it in Article 19.11; "Offeree" shall have the meaning given to it in Article 17.4.3; Ordinary HEAC" means the sum of €3,548,568;

"Ordinary Shareholder" means a holder from time to time and at the relevant time of one or more Ordinary Shares;

"Ordinary Shares" mean the X Ordinary Shares, the Y Ordinary Shares and the Z Ordinary Shares;

"Partner" shall have the meaning given to it in any shareholders' agreement in relation to the Company entered into from time to time;

"Partnership Director" shall have the meaning given in clause 19.6;

"PEC Interest Amount" means in respect of each J2 Preference Share or K2 Preference Share the amount of accrued but unpaid interest as at the Preceding Compounding Day on the relevant Converted PEC and which is, for the avoidance of doubt, stated on the relevant spread sheet in the agreed form for the purposes of any shareholders' agreement entered into from time to time;

"Preceding Compounding Day" means, in respect of any Preference Share, the Compounding Day immediately prior to the Adoption Date;

"Preference Distribution Proportion" of a Preference Shareholder is the proportion which the total of (i) the nominal value of its Preference Shares; (ii) the accrued dividends on its Preference Shares (including for the avoidance of doubt any Previous Preference Dividend Accrual); and (iii) the PEC Interest Amount (if any) on its Preference Shares bears to the total of (i) the nominal value of all the Preference Shares in issue at such time; (ii) the accrued but unpaid dividends on all the Preference Shares (including for the avoidance of doubt any Previous Preference Dividend Accrual); and (iii) the PEC Interest Amount on all the Preference Shares in issue at the relevant time;

"Preference Dividend" means the J1/K1 Dividend and/ or the J2/K2 Dividend;

"Previous Preference Dividend Accrual" means the amount of accrued but unpaid dividend on each J1 Preference Share or K1 Preference Share as the case may be as at the Previous Preceding Compounding Day;

"Preference Shareholder" means a holder from time to time and at the relevant time of one or more Preference Shares;

"Preference Shares" mean the J1 Preference Shares, the J2 Preference Shares, the K1 Preference Shares and the K2 Preference Shares;

"Redemption Payment" is as defined in Article 6;

"Redemption Price" equals the amount determined by the Board of Managers in accordance with Articles 6 to 12 inclusive, provided that the Total Redemption Amount payable for all Redeemed Shares upon a Share Redemption must not exceed the Available Amount;

"Related Holder" shall have the meaning given to it in Article 18.1.3;

"Relevant Rate" means 12% p.a. in respect of the J1 Preference Shares and the J2 Preference Shares and 20% p.a. in respect of the K1 Preference Shares and the K2 Preference Shares;

"Sale" has the meaning given to it in any shareholders' agreement in relation to the Company entered into from time to time;

"Sale Contingent Liabilities" has the meaning given to it in any shareholders' agreement in relation to the Company entered into from time to time

"Sale Payments" are as defined in Article 6;

"SEAC" means the sum of €1,000,000;

"Share Redemption" shall have the meaning given to it in Article 5.3;

"Shareholder" shall have the meaning given to it in Article 5;

"Spanish Opco" has the meaning given in any shareholders' agreement in relation to the Company entered into from time to time;

"Subsequent Shares" has the meaning given in article 17.4.6;

"Sweet Equity" means each of the "Y Ordinary Shares and "Z" Ordinary Shares;

"Sweet Equity Holder" means a person who is legally or beneficially entitled to Sweet Equity;

"Syndicatee" shall have the meaning given to it in any shareholders' agreement in relation to the Company entered into from time to time;

"Tag Closing Date" has the meaning given in Article 17.3.6.3;

"Tag Notice" has the meaning given in Article 17.3.6.3;

"Tag Offer" has the meaning given to it in Article 17.3.5.1;

"Tag Shares" has the meaning given in Article 17.3.6.3;

"Tag Trigger Shareholders" has the meaning given in article 17.3.1;

"Tagging Securityholder" has the meaning given to it in Article 17.3.6.3;

"Target Group" means Parques Reunidos, SA and its subsidiaries;

"Total Redemption Amount" means such amount as is determined by resolution of the Board of Managers and approved by general meeting of the Shareholders;

"Transfer" means, in relation to any right to subscribe for or ownership of a share, preferred equity certificate or other security or any directly or indirectly held legal or beneficial interest in any share, preferred equity certificate or other security, to:

- a) sell, assign, transfer or otherwise dispose of it;
- b) create or permit to subsist any Encumbrance over it;
- c) direct (by way of renunciation or otherwise) that another person should, or assign any right to, receive it;
- d) enter into any agreement in respect of the votes or any other rights attached to the share other than by way of proxy for a particular shareholder meeting; or
- e) agree, whether or not subject to any condition precedent or subsequent, to do any of the foregoing,
- f) and "Transferred", "Transferor" and "Transferee" shall be construed accordingly;

"Waterfall" shall have the meaning given to it in Article 6.

"Waterfall Payments" means Sale Payments and/or Distributions and/or Liquidation Payments;

"X Ordinary Shares" means the X1 Ordinary Shares and the X2 Ordinary Shares;

"X Proportion" means 90/99;

"Y Ordinary Shares" means the Y1 Ordinary Shares and the Y2 Ordinary Shares;"Y Proportion" means 9/99;

"Z Ordinary Shares" means the Z1 Ordinary Shares and the Z2 Ordinary Shares.

Costs

The expenses, costs, remunerations or charges in any form whatsoever which shall be borne by the Company as a result of the present deed are estimated at approximately thirteen thousand five hundred Euro (EUR 13,500.-).

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

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

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

Suit la traduction en français du texte qui précède:

(N.B La version française est publiée au Mémorial C-N° 1381 du 11 juin 2013.)

Enregistré à Luxembourg Actes Civils, le 5 avril 2013. Relation: LAC/2013/15717. Reçu soixante-quinze euros Eur 75,-.

Le Receveur (signé): Irène THILL.

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

Luxembourg, le 18 avril 2013.

Référence de publication: 2013049701/1375.

(130060845) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 avril 2013.