

MEMORIAL

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Luxembourg



MEMORIAL

Amtsblatt
des Großherzogtums
Luxemburg

RECUEIL DES SOCIÉTÉS ET ASSOCIATIONS

Le présent recueil contient les publications prévues par la loi modifiée du 10 août 1915 concernant les sociétés commerciales et par la loi modifiée du 21 avril 1928 sur les associations et les fondations sans but lucratif.

C — N° 1678

12 juillet 2013

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Quifak Investissement S.A., Société Anonyme.

Siège social: L-8070 Bertrange, 10B, rue des Mérovingiens.

R.C.S. Luxembourg B 67.421.

Extrait sincère et conforme du procès-verbal de l'Assemblée Générale Ordinaire tenue Extraordinairement à Bertrange le 30 avril 2013

Il résulte dudit procès-verbal que Madame Helen MOLE a démissionné de ses fonctions d'administratrice avec effet immédiat.

Monsieur Gabriel JEAN, juriste, demeurant professionnellement au 10B rue des Mérovingiens, L-8070 Bertrange, a été nommé comme nouvel administrateur et terminera le mandat de son prédécesseur.

Extrait sincère et conforme de la décision du Conseil d'administration du 30 avril 2013

Il résulte de ladite décision que la gestion journalière de la société a été déléguée à Monsieur Gabriel JEAN, juriste, demeurant professionnellement au 10B rue des Mérovingiens, L-8070 Bertrange, pour une durée indéterminée;

En qualité d'administrateur délégué, Monsieur Gabriel JEAN aura le pouvoir d'engager la Société par sa seule signature dans le cadre des actes de gestion journalière.

La société compte à ce jour deux administrateurs-délégués en la personne de Monsieur Pierre FAKHOURY et Monsieur Gabriel JEAN.

Les Administrateurs ont pris acte de la nouvelle d'adresse des administrateurs suivants, ainsi que de l'administrateur délégué, M Pierre FAKHOURY:

- Mme Mireille QUINAUX, demeurant dorénavant à Cocody Danga, ex concession Sonitre, 08 Abidjan, Côte d'Ivoire,
- M Pierre FAKHOURY, demeurant dorénavant à Cocody Danga, ex concession Sonitre, 08 Abidjan, Côte d'Ivoire.

Bertrange, le 30 avril 2013.

Pour QUIFAK INVESTISSEMENT S.A.

Référence de publication: 2013068539/26.

(130084591) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Prêt-à-porter Catalogue, Société Anonyme.

Siège social: L-2540 Luxembourg, 26-28, rue Edward Steichen.

R.C.S. Luxembourg B 176.385.

EXTRAIT

Il résulte du procès-verbal de l'Assemblée Générale Extraordinaire du 23 mai 2013, que:

- Monsieur Jean-Hugues DOUBET,
- Monsieur Pierre-Siffrein GUILLET,
- Monsieur François CHRISTIAN,

Démissionnent de leur fonction en qualité d'Administrateurs de la société, avec effet immédiat.

Démissionne également, en qualité de Commissaire aux comptes de la société, avec effet immédiat:

- Fin-Contrôle S.A.

Sont élus, nouveaux Administrateurs de la société, avec effet immédiat, jusqu'à l'Assemblée Générale Ordinaire prévue en 2019:

- Monsieur James BODY, né le 05 avril 1976 à Clare (Irlande), demeurant professionnellement au 26-28, rue Edward Steichen, L-2540 Luxembourg,
- Monsieur Christian TAILLEUR, né le 17 mai 1967 à Metz (France), demeurant professionnellement au 26-28, rue Edward Steichen, L-2540 Luxembourg,
- Monsieur Keimpe REITSMA, né le 12 juin 1956 à Leiden (Pays-Bas), demeurant professionnellement au 26-28, rue Edward Steichen, L-2540 Luxembourg.

Est élu nouveau Commissaire aux comptes de la société, pour la même période:

- TSM Services (Luxembourg) S.à r.L., avec siège social au 26-28, rue Edward Steichen, L-2540 Luxembourg.

Le siège de la société est transféré du 412f, route d'Esch, L-1471 Luxembourg, vers le 26-28, rue Edward Steichen, L-2540 Luxembourg

Pour extrait conforme

Référence de publication: 2013068523/28.

(130084440) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

RH & PARTNER Investment Funds, Société d'Investissement à Capital Variable.

Siège social: L-1855 Luxembourg, 15, avenue J.F. Kennedy.
R.C.S. Luxembourg B 77.191.

Le Bilan au 31 décembre 2012 a été déposé au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Référence de publication: 2013068564/9.
(130084456) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Reckinger Alfred S.A., Société Anonyme.

Siège social: L-4384 Ehlerange, ZARE Ilot Ouest.
R.C.S. Luxembourg B 58.084.

Les comptes annuels au 31 décembre 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Référence de publication: 2013068556/9.
(130084478) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Rima SA, Société Anonyme.

Siège social: L-2311 Luxembourg, 55-57, avenue Pasteur.
R.C.S. Luxembourg B 59.891.

Les comptes annuels au 31 décembre 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Référence de publication: 2013068566/9.
(130084415) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Rubicon Finance Lux S.à r.l., Société à responsabilité limitée.

Capital social: EUR 32.500,00.

Siège social: L-1628 Luxembourg, 1, rue des Glacis.
R.C.S. Luxembourg B 131.738.

Les comptes annuels au 31 décembre 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 24 mai 2013.
Référence de publication: 2013068553/10.
(130084167) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Tishman Speyer French Venture V S.à r.l., Société à responsabilité limitée.

Capital social: EUR 1.003.825,00.

Siège social: L-1930 Luxembourg, 34-38, avenue de la Liberté.
R.C.S. Luxembourg B 134.596.

Le bilan et l'annexe au 31 décembre 2012 de la Société, ainsi que les autres documents et informations qui s'y rapportent, ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Senningerberg, le 14 mai 2013.

Pour extrait conforme

ATOZ SA

Aerogolf Center - Bloc B

1, Heienhaff

L-1736 Sennigerberg

Signature

Référence de publication: 2013068643/17.

(130083918) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Tishman Speyer French Venture VI S.à r.l., Société à responsabilité limitée.**Capital social: EUR 1.003.825,00.**

Siège social: L-1930 Luxembourg, 34-38, avenue de la Liberté.

R.C.S. Luxembourg B 134.598.

Le bilan et l'annexe au 31 décembre 2012 de la Société, ainsi que les autres documents et informations qui s'y rapportent, ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Senningerberg, le 14 mai 2013.

Pour extrait conforme

ATOZ SA

Aerogolf Center - Bloc B

1, Heienhaff

L-1736 Sennigerberg

Signature

Référence de publication: 2013068644/17.

(130084042) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Tishman Speyer Pont Cardinet S.à r.l., Société à responsabilité limitée.**Capital social: EUR 12.500,00.**

Siège social: L-1930 Luxembourg, 34-38, avenue de la Liberté.

R.C.S. Luxembourg B 163.635.

Le bilan et l'annexe au 31 décembre 2012 de la Société, ainsi que les autres documents et informations qui s'y rapportent, ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Senningerberg, le 14 mai 2013.

Pour extrait conforme

ATOZ SA

Aerogolf Center - Bloc B

1, Heienhaff

L-1736 Sennigerberg

Signature

Référence de publication: 2013068645/17.

(130084540) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Ten Queen Street Place S.à.r.l., Société à responsabilité limitée.

Siège social: L-2453 Luxembourg, 2-4, rue Eugène Ruppert.

R.C.S. Luxembourg B 76.758.

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

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

Référence de publication: 2013068642/9.

(130084490) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Top Collection (SPF) S.A., Société Anonyme - Société de Gestion de Patrimoine Familial.

Siège social: L-8211 Mamer, 53, route d'Arlon.

R.C.S. Luxembourg B 88.332.

Le Bilan au 31 décembre 2010 a été déposé au registre de commerce et des sociétés de Luxembourg.

Ce dépôt remplace le dépôt L12008256 déposé le 13/01/2012.

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

Luxembourg, le 27 mai 2013.

Chotin Barbara.

Référence de publication: 2013068662/11.

(130083929) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

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

Siège social: L-2440 Luxembourg, 61, rue de Rollingergrund.

R.C.S. Luxembourg B 131.641.

Les comptes consolidés au 31 décembre 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2013068653/11.

(130083942) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Transports Pinto et Drui, Société à responsabilité limitée.

Siège social: L-3855 Schifflange, 42A, Cité Emile Mayrisch.

R.C.S. Luxembourg B 16.752.

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

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

Luxembourg, le 28 mai 2012.

Référence de publication: 2013068651/10.

(130084172) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Tishman Speyer Q106 G.P. S.à r.l., Société à responsabilité limitée.**Capital social: EUR 20.000,00.**

Siège social: L-1930 Luxembourg, 34-38, avenue de la Liberté.

R.C.S. Luxembourg B 117.139.

Le bilan et l'annexe au 31 décembre 2012 de la Société, ainsi que les autres documents et informations qui s'y rapportent, ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Senningerberg, le 14 mai 2013.

Pour extrait conforme

ATOZ SA

Aerogolf Center - Bloc B

1, Heienhaff

L-1736 Sennigerberg

Signature

Référence de publication: 2013068646/17.

(130084680) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Symphony Enterprise Solutions, S.à r.l., Société à responsabilité limitée.

Siège social: L-1471 Luxembourg, 398, route d'Esch.

R.C.S. Luxembourg B 93.419.

CLÔTURE DE LIQUIDATION*Extrait*

Par jugement n°687/13 rendu en date du 16 mai 2013, le Tribunal d'Arrondissement de et à Luxembourg, VI^{ème} chambre, siégeant en matière commerciale, a déclaré closes les opérations de liquidation judiciaire de la société SYMPHONY ENTERPRISE SOLUTIONS S.à r.l., inscrite au n° RCS B93.419, ayant eu son siège social à L-1471 Luxembourg, 398, route d'Esch, pour absence d'actif et a mis le solde des frais à charge du Trésor.

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

Pour le Liquidateur nommé

Me Vincent ALLENO

Référence de publication: 2013068640/16.

(130084408) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Taxis Colux S.à r.l., Société à responsabilité limitée.

Siège social: L-2543 Luxembourg, 24, Dernier Sol.

R.C.S. Luxembourg B 5.298.

Le Bilan au 31 décembre 2012 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2013068657/9.

(130084146) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Taxis.lu S.à r.l., Société à responsabilité limitée.

Siège social: L-2543 Luxembourg, 24, Dernier Sol.

R.C.S. Luxembourg B 66.860.

Le Bilan au 31 décembre 2012 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2013068641/9.

(130084147) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Truly Fish, Société à responsabilité limitée.

Siège social: L-9740 Boevange, Maison 47.

R.C.S. Luxembourg B 162.628.

Les comptes annuels au 31/12/2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2013068654/9.

(130084618) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Toyama Financial Services S.A., Société Anonyme.

Siège social: L-8041 Strassen, 80, rue des Romains.

R.C.S. Luxembourg B 147.864.

Les comptes annuels au 31 décembre 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2013068664/9.

(130084218) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Tarizzio S.A., Société Anonyme.

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

R.C.S. Luxembourg B 40.668.

Extrait des résolutions prises lors de la réunion du Conseil d'Administration du 7 mai 2013

- La démission de Monsieur Atem SALAMEH, Administrateur, est acceptée.

- Monsieur Diaudécy BONHOMME, employé privé, domicilié professionnellement au 412F, route d'Esch, L- 2086 Luxembourg, est coopté en tant qu'Administrateur en remplacement de Monsieur Atem SALAMEH, démissionnaire. Il terminera le mandat de son prédécesseur, mandat venant à échéance lors de l'Assemblée Générale de l'an 2016. La cooptation de Monsieur Diaudécy BONHOMME sera ratifiée à la prochaine Assemblée.

Fait à Luxembourg, le 7 mai 2013.

Certifié sincère et conforme

TARIZZIO S.A.

P. HERNANDO / I. SCHUL

Administrateur / Administrateur et Président du Conseil d'Administration

Référence de publication: 2013068655/18.

(130084129) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Transport & Logistic Investment S.à r.l., Société à responsabilité limitée.**Capital social: EUR 13.000,00.**

Siège social: L-2163 Luxembourg, 40, avenue Monterey.

R.C.S. Luxembourg B 98.554.

Le bilan au 31.12.2011 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2013068675/9.

(130084641) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Utu Luxembourg 1 S.à r.l., Société à responsabilité limitée.

Siège social: L-1882 Luxembourg, 12F, rue Guillaume Kroll.

R.C.S. Luxembourg B 127.987.

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

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

Référence de publication: 2013068681/9.

(130084248) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Utu Luxembourg 2 S.à r.l., Société à responsabilité limitée.

Siège social: L-1882 Luxembourg, 12F, rue Guillaume Kroll.

R.C.S. Luxembourg B 127.994.

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

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

Référence de publication: 2013068682/9.

(130084000) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

UL Investment S.A., Société Anonyme.

Siège social: L-1449 Luxembourg, 18, rue de l'Eau.

R.C.S. Luxembourg B 136.228.

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

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

Référence de publication: 2013068683/9.

(130084514) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Topito S.A., Société Anonyme.

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

R.C.S. Luxembourg B 172.549.

Extrait des résolutions prises lors de la réunion du Conseil d'Administration du 7 mai 2013

- La démission de Monsieur Atem SALAMEH, Administrateur, est acceptée.
- Monsieur Diaudécy BONHOMME, employé privé, domicilié professionnellement au 412F, route d'Esch, L- 2086 Luxembourg, est coopté en tant qu'Administrateur en remplacement de Monsieur Atem SALAMEH, démissionnaire. Il terminera le mandat de son prédécesseur, mandat venant à échéance lors de l'Assemblée Générale de l'an 2018. La cooptation de Monsieur Atem SALAMEH sera ratifiée à la prochaine Assemblée.

Fait à Luxembourg, le 7 mai 2013.

Certifié sincère et conforme

TOPITO S.A.

A. RENARD / I. SCHUL

Administrateur / Administrateur et Présidente du Conseil d'Administration

Référence de publication: 2013068663/18.

(130084587) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Trans Distribution S.A., Société Anonyme.

Siège social: L-1724 Luxembourg, 19-21, boulevard du Prince Henri.

R.C.S. Luxembourg B 148.292.

Il résulte des actes de la société qu'en date du 27 mai 2013:

- Monsieur Andrea CARINI, demeurant au 19-21 Boulevard du Prince Henri, L 1724 Luxembourg
 - Monsieur Benoît DESSY, demeurant au 19-21 Boulevard du Prince Henri, L 1724 Luxembourg
 - Monsieur Cédric FINAZZI, demeurant au 19-21 Boulevard du Prince Henri, L 1724 Luxembourg
- ont présenté leur démission du mandat d'administrateur avec effet immédiat.
- La société ComCo S.A. a présenté sa démission du mandat de commissaire aux comptes avec effet immédiat.
- Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Société Européenne de Banque

Société Anonyme

Banque Domiciliataire

Signatures

Référence de publication: 2013068674/18.

(130084659) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Transsoder S.A., Société Anonyme.

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

R.C.S. Luxembourg B 45.490.

Extrait des résolutions prises lors de la réunion du Conseil d'Administration du 7 mai 2013

- La démission de Monsieur Atem SALAMEH, Administrateur, est acceptée.
- Monsieur Jean-Hugues DOUBET, employé privé, domicilié professionnellement au 412F, route d'Esch, L-2086 Luxembourg, est coopté en tant qu'Administrateur en remplacement de Monsieur Atem SALAMEH, démissionnaire. Il terminera le mandat de son prédécesseur, mandat venant à échéance lors de l'Assemblée Générale de l'an 2017. La cooptation de Monsieur Jean-Hugues DOUBET sera ratifiée à la prochaine Assemblée.

Fait à Luxembourg, le 7 mai 2013.

Certifié sincère et conforme

TRANSSODER S.A.

I. SCHUL / F. LANNERS

Administrateur / Administrateur et Président du Conseil d'Administration

Référence de publication: 2013068676/18.

(130084231) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Victoria Quarter (Lux), Société à responsabilité limitée.

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

R.C.S. Luxembourg B 102.646.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013068692/9.

(130084561) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

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

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

R.C.S. Luxembourg B 156.699.

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

Référence de publication: 2013068709/9.

(130084068) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Obo-Lux S. à r. l., Société à responsabilité limitée.

Siège social: L-5450 Stadtbredimus, 7, Luthegaass.

R.C.S. Luxembourg B 126.100.

Der Jahresabschluss auf den 31.12.2012 wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.
Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013068771/9.

(130085484) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2013.

prime1invest s.a., Société Anonyme.

Siège social: L-2320 Luxembourg, 102, boulevard de la Pétrusse.

R.C.S. Luxembourg B 134.359.

Les comptes annuels au 31.12.2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013068772/9.

(130085431) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2013.

prime1invest s.a., Société Anonyme.

Siège social: L-2320 Luxembourg, 102, boulevard de la Pétrusse.

R.C.S. Luxembourg B 134.359.

Les comptes annuels au 31.12.2009 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013068773/9.

(130085610) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2013.

Accendo Capital Managers S.à r.l., Société à responsabilité limitée.

Siège social: L-2449 Luxembourg, 17, boulevard Royal.

R.C.S. Luxembourg B 135.972.

Le Bilan au 31/12/2012 a été déposé au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013068778/9.

(130084999) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2013.

Allia Insurance Brokers Luxembourg, Société Anonyme.

Siège social: L-1470 Luxembourg, 66, route d'Esch.

R.C.S. Luxembourg B 56.832.

Extrait des résolutions prises lors de l'assemblée générale ordinaire tenue extraordinairement le 22 mai 2013.

Il résulte de l'Assemblée Générale Ordinaire tenue extraordinairement le 22 mai 2013 que:

Les mandats d'administrateurs de Monsieur Pascal Lohest et de la société Allia Insurance Brokers S.A. sont renouvelés jusqu'à la prochaine assemblée générale annuelle en 2018.

Suite à la démission de la société Allia Reinsurance Broker S.A. de son mandat d'administrateur, est nommée, avec effet immédiat, la société De Beuken S.N.C. ayant son siège social au Bouwelsesteenweg 267, 2560 Nijlen en Belgique, avec le numéro d'enregistrement auprès de la Banque Carrefour des Entreprises en Belgique: BCE 0836.733.381

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

Luxembourg, le 22/05/2013.

Signature

Mandataire

Référence de publication: 2013068783/18.

(130085341) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2013.

Aerium Erlangen Holdings S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 152.889.

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

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

Référence de publication: 2013068779/9.

(130085452) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2013.

Art of Insurance S.A., Société Anonyme.

Siège social: L-8325 Capellen, 100, rue de la Gare.

R.C.S. Luxembourg B 149.934.

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

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

Référence de publication: 2013068789/9.

(130085694) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2013.

Alcentra Global Special Situations Luxembourg S.à r.l., Société à responsabilité limitée.

Siège social: L-1855 Luxembourg, 47, avenue J.F. Kennedy.

R.C.S. Luxembourg B 141.163.

Les comptes annuels au 31 décembre 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2013068781/10.

(130085307) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2013.

Lux-Development, Agence luxembourgeoise pour la Coopération au Développement, Société Anonyme.

Siège social: L-1643 Luxembourg, 10, rue de la Grève.

R.C.S. Luxembourg B 16.123.

Les comptes annuels au 31.12.2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 23 mai 2013.

Gaston SCHWARTZ / Robert de WAHA

Directeur Général / Directeur Général Adjoint

Référence de publication: 2013068780/12.

(130085365) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2013.

Pardef S.A., Société Anonyme.

R.C.S. Luxembourg B 137.850.

La Banque Privée Edmond de Rothschild Europe dénonce, avec effet immédiat en date du 24 mai 2013, le siège de la société PARDEF S.A. établi au 16, Boulevard Emmanuel Servais, L-2535 Luxembourg enregistrée sous numéro R.C.S. Luxembourg B 137850.

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

Luxembourg, le 24 mai 2013.

Pour le Domiciliataire

Banque Privée Edmond de Rothschild Europe

Signatures

Référence de publication: 2013068764/14.

(130084289) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Pardef S.A., Société Anonyme.

Siège social: L-2535 Luxembourg, 16, boulevard Emmanuel Servais.
R.C.S. Luxembourg B 137.850.

Le 24 mai 2013, Fiduciaire Lereboulet Simmer, ayant son siège social au 18B rue de la chapelle, L-8017 Strassen, a démissionné de son poste de Commissaire aux Comptes de la société.

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

Luxembourg, le 24 mai 2013.

Pour la Société

Banque Privée Edmond de Rothschild Europe

Signatures

Le domiciliataire

Référence de publication: 2013068763/15.

(130084283) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

QCNS Cruise Europe S.A., Société Anonyme.

Siège social: L-2535 Luxembourg, 16, boulevard Emmanuel Servais.
R.C.S. Luxembourg B 154.299.

Procès-verbal de la réunion de l'Assemblée Générale Ordinaire des Actionnaires tenue extraordinairement au siège social à Luxembourg, le 24 août 2012 à 10.30 heures.

L'assemblée Générale reconduit le mandat Réviseur d'Entreprises, Deloitte Audit S.à .r.l, 560, rue de Neudorf, inscrit auprès du Registre de Commerce et des Sociétés sous le numéro B67895 L-2220 Luxembourg, pour une année, son mandat prendra fin à l'assemblée statuant sur les comptes de l'année 2012.

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

Luxembourg, le 24 août 2012.

Pour la société

Signature

Un mandataire

Référence de publication: 2013068765/17.

(130084298) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Aristeia European Investments S.à r.l., Société à responsabilité limitée.

Siège social: L-1653 Luxembourg, 2-8, avenue Charles de Gaulle.
R.C.S. Luxembourg B 169.449.

Les comptes annuels au 31 Décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg. Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Peter Diehl

Gérant de classe B

Référence de publication: 2013068787/11.

(130085472) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2013.

WPP Luxembourg Holdings S.à.r.l., Société à responsabilité limitée.

Capital social: USD 4.914.733.590,00.

Siège social: L-2330 Luxembourg, 124, boulevard de la Pétrusse.
R.C.S. Luxembourg B 90.028.

Les comptes consolidés au 31 décembre 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2013068712/11.

(130084496) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

City Link, Société Anonyme.

Siège social: L-1836 Luxembourg, 23, rue Jean Jaurès.

R.C.S. Luxembourg B 171.629.

Extrait du procès-verbal de l'assemblée générale ordinaire tenue extraordinairement en date du 23 mai 2013

1. L'Assemblée Générale accepte la démission de Assets Invest Sprl, représentée par Monsieur Alex de Witte, de ses fonctions d'administrateur B avec effet au 02 avril 2013.

2. Le Conseil d'administration se compose désormais comme suit:

Administrateurs A

- Vincent Boutens Sprl, société à responsabilité de droit belge, inscrite auprès de la Banque Carrefour des Entreprises sous le numéro 0465.152.810, ayant son siège social au 16, avenue Brugmann, B-1060 Bruxelles, représentée par Monsieur P. Vincent Boutens

- Pylos Europe N.V., société anonyme de droit belge, inscrite auprès de la Banque Carrefour des Entreprises sous le numéro 0887.623.244, ayant son siège social au 16, avenue Brugmann, B-1060 Bruxelles, représentée par Monsieur Tom Deckers.

Administrateurs B

- Ramko Sprl, société à responsabilité de droit belge, inscrite auprès de la Banque Carrefour des Entreprises sous le numéro 0472.784.136, ayant son siège social au 199, avenue Louise, B-1050 Bruxelles, représentée par Monsieur Edward De Nève

3. Est nommé président du Conseil d'Administration:

- Ramko Sprl, société à responsabilité de droit belge, inscrite auprès de la Banque Carrefour des Entreprises sous le numéro 0472.784.136, ayant son siège social au 199, avenue Louise, B-1050 Bruxelles, représentée par Monsieur Edward De Nève

Dandois & Meynial

Référence de publication: 2013068209/27.

(130083872) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Europe Shipping A.G., Société Anonyme.

Siège social: L-5401 Ahn, 9, route du Vin.

R.C.S. Luxembourg B 83.558.

Auszug aus dem Protokoll der Ordentlichen Generalversammlung Abgehalten am Firmensitz Ausserordentlich am 26. April 2013 um 10.00 Uhr

Herr Govert Willem MACLEANEN, geboren am 20.08.1938 in Hurwenen (NL), wohnhaft in L-5401 Ahn, 7, route du Vin, legt am heutigen Tag sein Mandat als Delegierter des Verwaltungsrates nieder.

Die Versammlung verlängert bis zur Generalversammlung, die im Jahre 2019 stattfinden wird, die Mandate folgender Verwaltungsratsmitglieder:

- Govert Willem MACLEANEN, geboren am 20.08.1938 in Hurwenen (NL), wohnhaft in L-5401 Ahn, 7, route du Vin
- Marchje W. KOSTER, geboren am 17.03.1955 in Reeuwijk (NL), beruflich wohnhaft in L-5401 Ahn, 7, route du Vin
- Silke KOSTER, geboren am 29.03.1981 in Trier (D), beruflich wohnhaft in L-5401 Ahn, 7, route du Vin

Nach Absprache des Verwaltungsrates und Genehmigung der Generalversammlung des heutigen Tages beschließen die Verwaltungsratsmitglieder einstimmig gemäß Artikel 60 des Gesetzes vom 10. August 1915 und Artikel 11 der Statuten, die tägliche und technische Geschäftsführung an Frau Marchje W. KOSTER, geboren am 17.03.1955 in Reeuwijk (NL), beruflich wohnhaft in L-5401 Ahn, 7, route du Vin, zu übertragen. Sie wird als Delegierte des Verwaltungsrates ernannt und kann die Gesellschaft nach außen durch ihre alleinige Unterschrift verpflichten.

Das Mandat des Aufsichtskommissars EWA REVISION S.A., eingeschrieben im Handelsregister Luxemburg unter der Nummer B 38 937 wird ersetzt durch die Firma FIRELUX S.A., eingeschrieben im Handelsregister Luxemburg unter der Nummer B 84 589, mit Sitz in L - 9053 Ettelbruck, 45, Avenue J.F. Kennedy.

Dieses Mandat endet bei der ordentlichen Generalversammlung die im Jahre 2019 statt finden wird.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Der Verwaltungsrat

Référence de publication: 2013068273/27.

(130084362) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Infinitec Group S.à r.l., Société à responsabilité limitée.

Siège social: L-2530 Luxembourg, 4A, rue Henri M. Schnadt.

R.C.S. Luxembourg B 159.275.

Constatation de cession de parts sociales

Suite à plusieurs conventions de cession de parts sociales sous-seing privé, signées par les cédants et les cessionnaires et acceptée par tous les associés et par le gérant au nom de la société, il résulte que le capital social de la société INFINITEC GROUP S.à.r.l. est désormais réparti comme suit:

Madame Chantal CLESEN, né(e) le 27/03/1961 à Dudelange, demeurant à L-3332 Fennange, 10, rue des Allouettes; six cent parts sociales	600
La société de droit luxembourgeois TIMADA S.à.r.l. avec siège social à L-6970 Oberanven, 63A, rue Andethana, inscrite auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 112688: deux cent parts sociales	200
Monsieur Roger WAGNER, né le 30 août 1956 à Pétange, demeurant à L-4946 Bascharage, 3, rue Pierre Schütz: deux cent parts sociales	200
Total: mille parts sociales	1.000

Luxembourg, le 25/05/2013.

Pour extrait conforme

Les associés

Chantal CLESEN / TIMADA S.à.r.l. / Roger WAGNER

- / Représenté par Mr Théo Weirig / -

- / Gérant unique / -

Jean-Marie Piquard

Le gérant unique

Référence de publication: 2013068392/27.

(130084381) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Société Générale Bank & Trust, Société Anonyme.

Siège social: L-2420 Luxembourg, 11, avenue Emile Reuter.

R.C.S. Luxembourg B 6.061.

Extrait du procès-verbal de l'Assemblée Générale Ordinaire en date du 02 mai 2013

Cinquième Résolution (Point 6 de l'ordre du jour)

Les mandats d'Administrateurs de Patrick SUET, demeurant professionnellement 17 Cours Valmy 92987 Paris-La-Défense; Jean-François MAZAUD demeurant professionnellement 17 Cours Valmy 92987 Paris-La-Défense; Véronique DE LA BACHELERIE demeurant professionnellement 11 Avenue Emile Reuter L-2420 Luxembourg; Arnaud JACQUEMIN demeurant professionnellement 55 Place de l'Ellipse 92987 Paris-La-Défense; Anne MARION-BOUCHACOURT demeurant professionnellement 18/F Taikang International Tower, 2 Wudinghou Street, Xicheng district Beijing 100033 P.R, Chine Pierre PALMIERI demeurant professionnellement 17 Cours Valmy 92987 Paris-La-Défense, Bruno PRIGENT demeurant professionnellement 1 à 5 Rue du Débarcadère 92700 Colombes, Abdelkrim HAJJAJI demeurant professionnellement 17 Cours Valmy 92987 Paris-La-Défense, Hervé AUDREN DE KERDREL demeurant professionnellement 17 Cours Valmy 92987 Paris-La-Défense et Patrick FOLLEA demeurant professionnellement 17 Cours Valmy 92987 Paris-La-Défense, sont confirmés et renouvelés pour le terme d'un an et prendront fin lors de l'Assemblée Générale Ordinaire, qui statuera sur l'exercice arrêté au 31 décembre 2013.

Sixième Résolution (Point 7 de l'ordre du jour)

L'Assemblée Générale décide d'autoriser le Conseil d'Administration à déléguer la gestion journalière des affaires de la société à un ou plusieurs de ses membres.

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

Luxembourg, le 22/05/2013.

Patrick Vincent

Secrétaire du Conseil d'Administration

Référence de publication: 2013068616/27.

(130084423) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Aviabel Re, Société Anonyme.

Siège social: L-2220 Luxembourg, 534, rue de Neudorf.

R.C.S. Luxembourg B 48.216.

Extrait du procès-verbal de l'Assemblée Générale des actionnaires tenue à Luxembourg le 27 mai 2013

Quatrième résolution

L'Assemblée décide d'élire Administrateurs:

Madame Cécile COUNE,

Monsieur Marc SAVINIEN,

Monsieur Jacques COSYNS,

AVIABEL, représentée par Thierry BOURGUIGNON,

Monsieur Lambert SCHROEDER.

Leur mandat viendra à expiration à l'issue de l'Assemblée Générale Annuelle qui statuera sur les comptes de l'exercice 2013.

Cinquième résolution

L'Assemblée décide, conformément aux dispositions de l'article 100 de la loi modifiée du 6 décembre 1991, de nommer Réviseur Indépendant de la société:

MAZARS Luxembourg

10A, rue Henri M. Schnadt

L - 2530 Luxembourg

dont le mandat viendra à expiration à l'issue de l'assemblée générale annuelle qui statuera sur les comptes de l'exercice social 2013.»

Pour la société AVIABEL RE

Aon Insurance Managers (Luxembourg) S.A.

Référence de publication: 2013068826/27.

(130084813) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2013.

Cameco Luxembourg S.A., Société Anonyme.

Siège social: L-1331 Luxembourg, 67, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 68.998.

Extrait des décisions prises par l'assemblée générale des actionnaires en date du 28 mai 2013

1. Monsieur Jean-Christophe DAUPHIN, dont le mandat d'administrateur de classe B est arrivé à échéance, n'a pas été renouvelé.

2. Monsieur Andrew O'SHEA, administrateur de sociétés, né à Dublin (Irlande) le 13 août 1981, demeurant professionnellement à L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte, a été nommé comme administrateur de classe B jusqu'à l'issue de l'assemblée générale statutaire de 2018.

3. Monsieur Gerhard GLATTES a été reconduit dans ses mandats d'administrateur de classe A et de président du conseil d'administration jusqu'à l'issue de l'assemblée générale statutaire de 2018.

4. Monsieur Markus Rolf BOPP a été reconduit dans son mandat d'administrateur de classe A jusqu'à l'issue de l'assemblée générale statutaire de 2018.

5. Monsieur David Fehr DOERKSEN a été reconduit dans son mandat d'administrateur de classe A jusqu'à l'issue de l'assemblée générale statutaire de 2018.

6. Monsieur Georges SCHEUER a été reconduit dans son mandat d'administrateur de classe B jusqu'à l'issue de l'assemblée générale statutaire de 2018.

7. La société à responsabilité limitée Kohnen & Associés S.à r.l. a été reconduite dans son mandat de commissaire jusqu'à l'issue de l'assemblée générale statutaire de 2018.

Luxembourg, le 29 mai 2013.

Pour extrait sincère et conforme

Pour CAMECO LUXEMBOURG S.A.

Intertrust (Luxembourg) S.A.

Référence de publication: 2013068894/27.

(130084962) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2013.

St Jude S.à r.l., Société à responsabilité limitée.

Siège social: L-2540 Luxembourg, 13, rue Edward Steichen.

R.C.S. Luxembourg B 101.568.

Le Bilan et l'affectation du résultat au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 14/05/2013.

St Jude S.à r.l.

Christian Leclercq

Gérant

Référence de publication: 2013069433/14.

(130085139) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2013.

Stealth Software Holding S.à r.l., Société à responsabilité limitée.

Siège social: L-4362 Esch-sur-Alzette, 9, avenue des Hauts-Fourneaux.

R.C.S. Luxembourg B 168.053.

EXTRAIT

Lors de la réunion du conseil de gérance du 06-08-2012, la décision suivante a été prise:

- Lé siège social de la société est transféré à L-4362 Esch-sur Alzette, 9, Avenue des Hauts-Fourneaux avec effet immédiat

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

Luxembourg, le 7 mars 2013.

M. Osgar de Laat / M Gerard Warrens.

Référence de publication: 2013069439/13.

(130084920) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2013.

Sunflower23 S.à r.l., Société à responsabilité limitée.

Siège social: L-5811 Fentange, 136, rue de Bettembourg.

R.C.S. Luxembourg B 151.611.

Les comptes annuels au 31.12.2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 29 mai 2013.

FIDUCIAIRE FERNAND FABER

Signature

Référence de publication: 2013069446/12.

(130085191) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2013.

ZINCS Investments S.A., Société Anonyme.

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

R.C.S. Luxembourg B 67.681.

Extrait des résolutions prises par les actionnaires en date du 29 mai 2013

Les actionnaires de la société de la Société ont décidé:

- de révoquer Monsieur Alain Renard et Madame Corinne Bitterlich en tant qu'administrateurs de la Société avec effet au 2 mai 2013,

- de nommer Monsieur Lorenzo Barcaglioni et Monsieur Sylvain Jacquet, ayant leurs adresses professionnelles au 412F, route d'Esch, L-2086 Luxembourg, en tant qu'administrateurs avec effet au 2 mai 2013 et jusqu'à l'assemblée générale statutaire qui se tiendra en 2016.

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

Référence de publication: 2013069517/15.

(130085460) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2013.

Algeco Finance 2L sp. z o.o. Oddział w Luksemburgu, Succursale d'une société de droit étranger.

Adresse de la succursale: L-2453 Luxembourg, 20, rue Eugène Ruppert.

R.C.S. Luxembourg B 150.074.

Les comptes annuels au 31 décembre 2012 de la Société Algeco Finance 2L sp. z o.o. ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Sharon Callahan

Représentant permanent de la succursale

Référence de publication: 2013069580/12.

(130085492) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 mai 2013.

Andreotti APL (Atelier de Photogravure du Luxembourg), Société Anonyme.

Siège social: L-4823 Rodange, 1, rue de l'Industrie.

R.C.S. Luxembourg B 62.742.

Extrait des résolutions prises lors de l'assemblée générale ordinaire des actionnaires tenue au siège social à Rodange, le 15 mai 2013

Véronique MORILHAT, employée privé, demeurant à F-54300 Luneville 34 rue des Bénédictins, Mario CONFALONIERI et Patric CONFALONIERI, tous deux demeurant à I-20131 Milano 6 Via Donatello, sont renommés Administrateurs. Mario CONFALONIERI assumant la fonction d'Administrateur délégué. Fortunato Cauzzo, expert comptable, 60 Grand-rue L-1660 Luxembourg est renommé Commissaire aux comptes.

Tous les mandats viendront à échéance lors de l'Assemblée Générale qui se tiendra en 2019.

Pour extrait sincère et conforme

EASIT S.A.

Référence de publication: 2013069583/16.

(130086136) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 mai 2013.

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

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

R.C.S. Luxembourg B 154.734.

Les comptes annuels pour la période du 1^{er} janvier au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2013069582/11.

(130085808) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 mai 2013.

Diluisa S.A., Société Anonyme.

Siège social: L-2661 Luxembourg, 42, rue de la Vallée.

R.C.S. Luxembourg B 69.055.

Les comptes annuels au 31 décembre 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 30 05 2013.

Pour: DILUISA S.A.

Société anonyme

Experta Luxembourg

Société anonyme

Cindy Szabo / Isabelle Marechal-Gerlaxhe

Référence de publication: 2013069735/15.

(130086495) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 mai 2013.

EP Eurocopter 1 S.à r.l., Société à responsabilité limitée unipersonnelle.

Siège social: L-1249 Luxembourg, 2, rue du Fort Bourbon.

R.C.S. Luxembourg B 131.524.

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

Before us Maître Joseph Elvinger Civil Law Notary residing in Luxembourg,

Is held an Extraordinary General Meeting of the shareholders of EP Eurocopter 1 S.à r.l., a limited liability company ("société à responsabilité limitée"), having its registered office at 2, rue du Fort Bourbon, L-1249 Luxembourg and a share capital of EUR 82,500.-, registered with the Luxembourg Trade and Company Register, section B under n°131.524.

The meeting is presided by Audrey Potier, with professional address in Luxembourg.

The chairman appointed as secretary and the meeting elected as scrutineer Flora Gibert, with professional address in Luxembourg.

The chairman requested the notary to act:

I.- The shareholders present or represented and the number of shares held by each of them are shown on an attendance list, signed by the chairman, the secretary, the scrutineer and the undersigned notary. The said list will be annexed to this document, to be filed with the registration authorities.

III.- As it appears from the attendance list, all the shares of the Company are present or duly represented at the present extraordinary general meeting. The meeting can validly decide on all the items of the agenda.

IV.- That the agenda of the meeting is the following:

Agenda

1.- To approve the Merger Proposal as published in the Memorial C number 411 of 20 February 2013.

2.- To ascertain the accomplishment of all formalities as referred to in Article 267 of the Luxembourg Law on Commercial Companies.

3.- To discharge the managers with respect to their performance of duties until the date of the Statutory Merger.

4.- To indicate the place of custody of the documents during the legal period.

5.- Any other business.

After having approved the foregoing, the meeting unanimously took the following resolutions:

First resolution:

The meeting decides to approve with effective date being October 1, 2012, the Merger Proposal dated February 7, 2013, as published in the Mémorial C number 411 of 20 February 2013.

The meeting decides that all the assets and liabilities of the Company shall be transferred to the Absorbing Company European Properties S.à r.l., a société à responsabilité limitée, incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 2, rue du Fort Bourbon, L-1249 Luxembourg, registered with Luxembourg trade register B-121.620

Second resolution:

The meeting decides to ascertain the accomplishment of all formalities as referred to in Article 267 of the Luxembourg Law on Commercial Companies

Third resolution:

The meeting decides to give full and entire discharge to the managers with respect to their performance of duties until the date of the Merger.

Fourth resolution:

The meeting decides that the social documents will be kept during the legal delay at LAB Group, 9, rue Henri Tudor, L-5366 Munsbach, Grand Duchy of Luxembourg..

Declaration

The undersigned notary attests, according to articles 277 and 271 (2) of Luxembourg Company Act, the existence and legality of the deed and formalities incumbent to the before said company and of the merger proposal.

There being no further business before the meeting, the same was thereupon adjourned.

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

The document having been read to the persons appearing, all of whom are known to the notary by their surnames, Christian names, civil status and residences, the members of the bureau signed together with us, the notary, the present original deed.

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

Suit la traduction française de ce qui précède:

L'an deux mille treize, le vingt-deux mars

Par devant Maître Joseph Elvinger, notaire de résidence à Luxembourg,

S'est réunie une assemblée générale extraordinaire des associés de la société à responsabilité limitée EP Eurocopter 1 S.à r.l., établie et ayant son siège social au 2, rue du Fort Bourbon, L-1249 Luxembourg, ayant son capital social établi à 82,500.- euros et étant immatriculée au Registre de Commerce et des Sociétés de Luxembourg, section B sous le numéro 131.524. L'assemblée est présidée par Audrey Potier, ayant son adresse professionnelle à Luxembourg.

Monsieur le président désigne comme secrétaire et l'assemblée choisit comme scrutateur Flora Gibert clerc de notaire demeurant à Luxembourg.

Le président prie le notaire d'acter:

I.- Que les associés présents ou représentés et le nombre d'actions qu'ils détiennent sont renseignés sur une liste de présence, signée par le président, le secrétaire, le scrutateur et le notaire soussigné. Ladite liste de présence restera annexée au présent acte pour être soumises avec lui aux formalités de l'enregistrement.

III.- Qu'il apparaît de cette liste de présence que toutes les parts sociales de la société sont présentes ou dûment représentées à la présente assemblée générale extraordinaire. Que l'assemblée peut valablement voter sur les résolutions relatives à l'ordre du jour.

V.- Que l'ordre du jour de l'assemblée est le suivant:

Ordre du jour:

- 1.- Approuver le Projet de Fusion tel que publié au Mémorial C numéro 411 du 20 février 2013.
- 2.- Constater l'accomplissement de toutes les formalités prévues à l'article 267 de la loi luxembourgeoise sur les sociétés commerciales.
- 3.- Décharger les gérants pour l'accomplissement de leur mandat jusqu'à la date de la Fusion.
4. Indiquer l'endroit où seront conservés les documents sociaux pendant le délai légal.
5. Divers.

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

Première résolution:

L'assemblée décide d'approuver avec date effective au 1^{er} octobre 2012, le projet de fusion du 7 février 2013 publié au Mémorial C numéro 411 du 20 février 2013.

L'assemblée décide que tous les actifs et passifs de la société seront transférés à la société absorbante European Properties S.à r.l., une société à responsabilité limitée constituée et existante sous les lois du Grand-Duché de Luxembourg, ayant son siège social au 2 rue du Fort Bourbon, L-1249 Luxembourg (Grand-Duché de Luxembourg), immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B-121.620.

Deuxième résolution:

L'assemblée constate l'accomplissement de toutes les formalités prévues à l'article 267 de la loi luxembourgeoise sur les sociétés commerciales.

Troisième résolution:

L'assemblée décide de donner décharge entière et définitive aux Gérants pour l'accomplissement de leur mandat jusqu'à la date de la Fusion.

Quatrième résolution:

L'assemblée décide de fixer l'endroit où seront conservés les documents sociaux pendant le délai légal chez LAB Group au 9, rue Henri Tudor, L-5366 Munsbach, Grand-Duché of Luxembourg.

Déclaration

Le notaire soussigné atteste, conformément aux dispositions des articles 277 et 271 (2) de la loi sur les sociétés commerciales, l'existence et la légalité des actes et formalités incombant à la société prédésignée et du projet de fusion. Plus rien n'étant à l'ordre du jour, la séance est levée.

DONT ACTE, passé à Luxembourg, le jour, mois et an en tête des présentes.

Et après lecture faite aux comparants, tous connus du notaire par leurs noms, prénoms usuels, états et demeures, les membres du bureau ont tous signé avec Nous notaire la présente minute.

Le notaire soussigné qui connaît la langue anglaise constate que sur demande des comparants le présent acte est rédigé en langue anglaise suivi d'une version française. Sur demande des mêmes comparants et en cas de divergences entre le texte anglais et le texte français, le texte anglais fera foi.

Signé: A. POTIER, F. GIBERT, J. ELVINGER.

Enregistré à Luxembourg Actes Civils le 26 mars 2013. Relation: LAC/2013/13906. Reçu soixante quinze euros (EUR 75,-)

Le Receveur (signé): I. THILL.

Référence de publication: 2013068260/112.

(130084414) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

CAP-50 S.A., Société Anonyme.

Siège social: L-8399 Windhof, 9, rue des Trois Cantons.

R.C.S. Luxembourg B 162.311.

DISSOLUTION

L'an deux mille treize, le seizième jour du mois de mai.

Pardevant Maître Edouard DELOSCH, notaire de résidence à Diekirch, Grand-Duché de Luxembourg.

A comparu:

- Monsieur Nicolas JACQMARD, né le 5 décembre 1977 à Liège (Belgique), demeurant à L-8011 Strassen, 289, route d'Arlon.

Lequel comparant a déclaré et a requis le notaire instrumentant d'acter que:

I.- La société anonyme «CAP-50 S.A.», établie et ayant son siège social à L-8399 Windhof, 9, Route des Trois Cantons, inscrite au Registre de Commerce et des Sociétés à Luxembourg, section B sous le numéro 162.311, a été constituée suivant acte reçu par le notaire soussigné, alors notaire de résidence à Rambrouch, en date du 22 juin 2011, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 2171 du 15 septembre 2011 (ci-après la "Société"), et dont les statuts n'ont pas été modifiés depuis sa constitution.

II.- Le capital social souscrit de la Société s'élève actuellement à trente et un mille euros (EUR 31.000,-), divisé en trois cent dix (310) actions sans valeur nominale, toutes les actions étant intégralement souscrites et entièrement libérées.

III.- La répartition des actions de la Société est actuellement la suivante:

- Monsieur Nicolas JACQMARD, pré-qualifié, trois cent dix actions	310
Total: trois cent dix actions	310

IV.- Le comparant, Monsieur Nicolas JACQMARD, pré-qualifié, en sa qualité d'actionnaire unique, représentant l'intégralité du capital social de la Société, s'est ensuite réuni en assemblée générale extraordinaire à laquelle il se considère dûment convoqué et a pris les résolutions suivantes:

1.- Le comparant, Monsieur Nicolas JACQMARD, pré-qualifié, a décidé en tant qu'actionnaire unique de la Société, de procéder à la dissolution anticipée et immédiate de la Société et de la mettre en liquidation.

2.- Le comparant, Monsieur Nicolas JACQMARD, pré-qualifié, en sa qualité d'actionnaire unique et bénéficiaire économique final de l'opération, assume le rôle de liquidateur de la Société.

3.- Le comparant, Monsieur Nicolas JACQMARD, pré-qualifié, déclare que les activités de la Société ont cessé, qu'en vertu des comptes établis de la Société au 16 mai 2013 tout le passif connu de la Société, y compris le passif lié à la liquidation de la Société, a été payé ou dûment provisionné, que le comparant, Monsieur Nicolas JACQMARD, pré-qualifié, en tant qu'actionnaire unique est investi de tout l'actif et qu'il s'engage solidairement, indivisiblement et personnellement avec la Société à prendre à sa charge tout passif pouvant éventuellement encore exister à charge de la Société dissoute et tout passif impayé ou inconnu à ce jour avant tout paiement à sa propre personne.

Dans ce contexte, le comparant, Monsieur Nicolas JACQMARD, pré-qualifié, déclare, en particulier, que la Société n'a plus eu d'activités quelconques après le 15 mai 2013.

4.- L'actionnaire unique, Monsieur Nicolas JACQMARD, pré-qualifié, accomplira, enregistrera, exécutera ou entreprendra toute autre étape requise afin de transférer à lui-même tout l'actif et/ou passif impayé de la Société.

5.- Partant, la liquidation de la Société est à considérer comme faite et clôturée.

6.- Décharge pleine et entière est accordée aux administrateurs, à l'administrateur-délégué et au commissaire aux comptes pour l'exécution de leur mandat jusqu'à ce jour.

7.- Les livres comptables et tous autres documents de la Société dissoute seront conservés pendant cinq (5) ans, à compter de la date des présentes, à l'ancien siège social de la Société dissoute à L-8399 Windhof, 9, Route des Trois Cantons.

8.- Il sera procédé à l'annulation du registre des actionnaires et des actions de la Société.

Toutefois, aucune confusion de patrimoine entre la Société dissoute et l'avoir social de ou remboursement à, l'actionnaire unique ne pourra se faire avant le délai de trente jours (article 69(2) de la loi sur les sociétés commerciales) à

compter de la publication et sous réserve qu'aucun créancier de la Société présentement dissoute et liquidée n'aura exigé la constitution de sûretés.

9.- Les frais et honoraires en relation avec le présent acte sont tous à charge de la Société et du comparant prénommé, lequel s'engage solidairement, indivisiblement et personnellement avec la Société pour ce qui est du paiement desdits frais et honoraires envers le notaire soussigné.

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

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

Signé: N. JACQMARD, DELOSCH.

Enregistré à Diekirch, le 17 mai 2013. Relation: DIE/2013/6259. Reçu soixante-quinze (75,-) euros

Le Receveur (signé): pd. RECKEN.

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

Diekirch, le 27 mai 2013.

Référence de publication: 2013068191/63.

(130084368) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 mai 2013.

Novamil Invest S.A., Société Anonyme.

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

R.C.S. Luxembourg B 100.958.

Extract of the resolutions taken at the Meeting of the Board of Directors held on May 7th, 2013

- The resignation of Mr. Atem SALAMEH of his mandate of Director is accepted
- Mr. Diaudécy BONHOMME, private employee, professionally residing at 412F, route d'Esch, L- 2086 Luxembourg, is co-opted, with effect on May 7th, 2013, as Director of the company in replacement of Mr. Atem SALAMEH, who resigned. His mandate will lapse at the Annual General Meeting of the year 2015.

May 7th, 2013.

For true copy

Extrait des résolutions prises lors de la réunion du Conseil d'Administration du 7 mai 2013

- La démission de Monsieur Atem SALAMEH de son mandat d'Administrateur est acceptée.
- Monsieur Diaudécy BONHOMME, employé privé, domicilié professionnellement au 412F, route d'Esch, L- 2086 Luxembourg, est coopté en tant qu'Administrateur de la société, avec effet au 7 mai 2013, en remplacement de Monsieur Atem SALAMEH, démissionnaire. Le mandat de Monsieur Diaudécy BONHOMME viendra à échéance lors de l'Assemblée Générale de 2015.

Le 7 mai 2013.

Certifié sincère et conforme

NOVAMILINVEST S.A.

S. BAERT / I. SCHUL

Administrateur / Administrateur et Présidente du Conseil d'Administration

Référence de publication: 2013069279/25.

(130085243) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 mai 2013.

Atom MEPCO S.C.A., Société en Commandite par Actions.

Siège social: L-2440 Luxembourg, 59, rue de Rollingergrund.

R.C.S. Luxembourg B 171.821.

In the year two thousand and thirteen, on the seventeenth of May,

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

Was held an extraordinary general meeting of the shareholders of "Atom MEPCO S.C.A" (the "Company"), a partnership limited by shares, having its registered office at 59, rue de Rollingergrund, L-2240 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 171821 and incorporated under Luxembourg law by a deed drawn up on 27 September 2012 by the undersigned notary. The articles of association of the Company (the "Articles") have been published in the Memorial C, Recueil des Sociétés et Associations (the "Memorial") number 2664 dated 30 October 2012 (p. 127838) and have not been amended yet.

Flora Gibert, employee whose professional address is in Luxembourg, acted as Chairman of the meeting with the consent of the meeting.

The Chairman appointed Sara Lecomte, employee whose professional address is in Luxembourg, to act as Secretary.

The meeting elected also Sara Lecomte to act as Scrutineer.

The office of the meeting having thus been constituted, the chairman requests the notary to act that:

The shareholders present or represented (the "Shareholders") and the number of shares held by them are shown on an attendance list signed by the Shareholders or their proxies, by the office of the meeting and the notary. The said list as well as the proxies signed "ne varietur" will be registered with this deed.

It appears from the attendance list that the one (1) unlimited share and the one (1) limited share of the Unlimited Shareholder, the three million ninety-nine thousand nine hundred and ninety-eight (3,099,998) shares of the Limited Shareholder, representing the entirety of the share capital of the Company are represented in this extraordinary general meeting. The Shareholders declare having been informed in advance on the agenda of the meeting and waived all convening requirements and formalities. The meeting is thus regularly constituted and can validly deliberate and decide on the aforementioned agenda of the meeting.

The agenda of the meeting is the following:

Agenda

1. Capital increase by an amount of one hundred and eight thousand four hundred and thirty seven Euros and fifty Cents (EUR 108,437.50) in order to raise it from its current amount of thirty-one thousand Euros (EUR 31,000.-) to one hundred and thirty-nine thousand four hundred and thirty-seven Euros and fifty Cents (EUR 139,437.50) by creating and issuing a total number of ten million eight hundred and forty-three thousand seven hundred and fifty (10,843,750) new limited shares with a nominal value of one Euro Cent (EUR 0.01) each divided into new sub-classes of shares and related share premium and having the rights and obligations set out in the Articles as amended.

Declaration by the Shareholders that they have received and accepted a report issued by the board of managers of the Unlimited Shareholder acting as general partner of the Company (as required by article 32-3 (5) of the law dated 10 August 1915 on commercial companies, as amended), and decision to waive and, to the extent appropriate, cancel their preferential rights to subscribe to the new shares.

Subscription and Payment

2. Decision to reduce the share capital of the Company by an amount of thirty thousand nine hundred and ninety-nine Euros and ninety-nine Cents (EUR 30,999.99) in order to bring it from its amount of one hundred and thirty-nine thousand four hundred and thirty-seven Euros and fifty Cents (EUR 139,437.50) to one hundred and eight thousand four hundred and thirty seven Euros and fifty-one Cents (EUR 108,437.51) by cancellation of three million ninety-nine thousand nine hundred and ninety-eight (3,099,998) limited shares held by KKR Global Infrastructure Investors L.P. and the one (1) limited share held by the Unlimited Shareholder.

Declaration by the Shareholders (other than KKR Global Infrastructure Investors L.P. and the Unlimited Shareholder) in relation to the waiver of any and all rights they have to participate in the share capital reduction referred to above as well as to have their shares cancelled proportionally to their shareholding in the Company.

3. Decision to subsequently amend article 5.1 of the Articles.

4. Creation of an authorised capital and introduction of an authorised capital clause in the Articles.

Declaration by the Shareholders that they have received and accepted a report (the "Authorised Capital Report") issued by the board of managers of the Unlimited Shareholder acting as general partner of the Company (as required by article 32-3 (5) of the law dated 1915 on commercial companies, as amended) in relation to the introduction of the authorised capital clause in the Articles of the Company and the possibility given to the board of managers of the Unlimited Shareholder acting as general partner of the Company to limit or cancel the shareholders' preferential subscription rights.

5. Full restatement of the Articles.

6. Miscellaneous.

Then the general meeting of Shareholders, after deliberation, unanimously approves the following resolutions:

First resolution

The Shareholders resolve to increase the share capital of the Company by an amount of one hundred and eight thousand four hundred and thirty seven Euros and fifty Cents (EUR 108,437.50) in order to raise it from its current amount of thirty-one thousand Euros (EUR 31,000.-) to one hundred and thirty-nine thousand four hundred and thirty-seven Euros and fifty Cents (EUR 139,437.50) by creating and issuing a total number of ten million eight hundred and forty-three thousand seven hundred and fifty (10,843,750) limited shares (collectively referred as the "New Shares") divided into classes of shares as stated below, each having a nominal value of one Euro Cent (EUR 0.01) and with a share premium of a global amount of one million three hundred and fifty-one thousand five hundred and sixty-two Euros and fifty Cents (EUR 1,351,562.50) relating to the relevant alphabetical series of shares and having the rights and obligations set out in the Articles as amended by the Fifth Resolution, through a contribution in cash.

The New Shares are subscribed as follows:

[illegible]

Mr Hubert Lhoir

Number of Class MB8 shares	Number of Class MB9 shares	Number of Class MB10 shares	total nominal value	total share premium	total contribution
thirty-five thousand	thirty-five thousand two hundred and fifteen (35,215)	thirty-five thousand two hundred and fifteen (35,215)	three thousand five hundred and twenty-one Euros and fifty-six Cents (EUR 3,521.56)	thirty-four thousand four hundred and seventy-eight Euros and fifty-three Cents (EUR 34,478.53)	thirty-eight thousand Euros and nine Cents (EUR 38,000.09)
two hundred and fifteen (35,215)					

[illegible]

Number of Class MB8 shares	Number of Class MB9 shares	Number of Class MB10 shares	total nominal value	total share premium	Total contribution
fifty-five thousand seven (55,007)	fifty-five thousand seven (55,007)	fifty-five thousand seven (55,007)	five thousand five hundred Euros and seventy-six Cents (EUR 5,500.76)	fifty-three thousand eight hundred and fifty-six Euros and twenty-eight Cents (EUR 53,856.28)	fifty-nine thousand three hundred and thirty-seven Euros and four Cents (EUR 59,357.04)

Mr Frédéric Turin, whose subscribed shares are registered in the Company as recorded in a Plan Epargne Actions.

[illegible]

Number of Class MC8 shares	Number of Class MC9 shares	Number of Class MC10 shares	total nominal value	total share premium	total contribution
one hundred and sixty-eight thousand nine hundred and twenty-eight (168,928)	one hundred and sixty-eight thousand nine hundred and twenty-eight (168,928)	one hundred and sixty-eight thousand nine hundred and twenty-eight (168,928)	sixteen thousand eight hundred and ninety-two Euros and eighty-six Cents (EUR 16,892.86)	one hundred and sixty-five thousand three hundred and ninety-two Euros and eighty-eight Cents (EUR 165,392.88)	one hundred and eighty-two thousand two hundred and eigh- ty-five Euros and seventy-four Cents (EUR 182,285.74)

Mr Frédéric Turin, whose subscribed shares are registered in the Company as recorded in a Plan Epargne Actions.

[illegible]

Number of Class MDA8 shares	Number of Class MDA9 shares	Number of Class MDA10 shares	total nominal value	total share premium	total contribution
seventy-three thousand five hundred and seventy-two (73,572)	seventy-three thousand five hundred and seventy-two (73,572)	seventy-three thousand five hundred and seventy-two (73,572)	seven thousand three hundred and fifty-seven Euros and fourteen Cents (EUR 7,357.14)	one hundred and ten thousand three hundred and fifty- seven Euros and ten Cents (EUR 110,357.10)	one hundred and seventeen thousand seven hundred and fourteen Euros and twenty-four Cents (EUR 117,714.24)

Ms Danièle Lhoir

[illegible]

Number of Class MDB8 shares	Number of Class MDB9 shares	Number of Class MDB10 shares	total nominal value	total share premium	total contribution
forty-five thousand four hundred and two (45,402)	forty-five thousand four hundred and one (45,401)	forty-five thousand four hundred and one (45,401)	four thousand five hundred and forty Euros and eighteen Cents (EUR 4,540.18)	sixty-eight thousand one hundred and two Euros and seventy Cents (EUR 68,102.70)	seventy-two thousand six hundred and forty- two Euros and eighty-eight Cents (EUR 72,642.88)

Mr. Sébastien Miloriaux

Number of Class MDC1 shares	Number of Class MDC2 shares	Number of Class MDC3 shares	Number of Class MDC4 shares	Number of Class MDC5 shares	Number of Class MDC6 shares	Number of Class MDC7 shares
eighty-one thousand two hundred and fifty (81,250)	eighty-one thousand two hundred and fifty (81,250)	eighty-one thousand two hundred and fifty (81,250)	eighty-one thousand two hundred and fifty (81,250)	eighty-one thousand two hundred and fifty (81,250)	eighty-one thousand two hundred and fifty (81,250)	eighty-one thousand two hundred and fifty (81,250)
Number of Class MDC8 shares	Number of Class MDC9 shares	Number of Class MDC10 shares	total nominal value	total share premium	Total contribution	
eighty-one thousand two hundred and fifty (81,250)	eighty-one thousand two hundred and fifty (81,250)	eighty-one thousand two hundred and fifty (81,250)	eight thousand one hundred and twenty-five Euros (EUR 8,125.-)	one hundred and twenty-one thousand eight hundred and seventy-five Euros (EUR 121,875.-)	one hundred and thirty thousand Euros (EUR 130,000.-)	

Ms. Isabelle Miloriaux

Number of Class MDC1 shares	Number of Class MDC2 shares	Number of Class MDC3 shares	Number of Class MDC4 shares	Number of Class MDC5 shares	Number of Class MDC6 shares	Number of Class MDC7 shares
eighty-one thousand two hundred and fifty (81,250)	eighty-one thousand two hundred and fifty (81,250)	eighty-one thousand two hundred and fifty (81,250)	eighty-one thousand two hundred and fifty (81,250)	eighty-one thousand two hundred and fifty (81,250)	eighty-one thousand two hundred and fifty (81,250)	eighty-one thousand two hundred and fifty (81,250)
Number of Class MDC8 shares	Number of Class MDC9 shares	Number of Class MDC10 shares	total nominal value	total share premium	Total contribution	
eighty-one thousand two hundred and fifty (81,250)	eighty-one thousand two hundred and fifty (81,250)	eighty-one thousand two hundred and fifty (81,250)	eight thousand one hundred and twenty-five Euros (EUR 8,125.-)	one hundred and twenty-one thousand eight hundred and seventy-five Euros (EUR 121,875.-)	one hundred and thirty thousand Euros (EUR 130,000.-)	

Mr. Thierry Boularan

Number of Class MDD1 shares	Number of Class MDD2 shares	Number of Class MDD3 shares	Number of Class MDD4 shares	Number of Class MDD5 shares	Number of Class MDD6 shares	Number of Class MDD7 shares
forty-three thousand seven hundred and fifty (43,750)	forty-three thousand seven hundred and fifty (43,750)	forty-three thousand seven hundred and fifty (43,750)	forty-three thousand seven hundred and fifty (43,750)	forty-three thousand seven hundred and fifty (43,750)	forty-three thousand seven hundred and fifty (43,750)	forty-three thousand seven hundred and fifty (43,750)
Number of Class MDD8 shares	Number of Class MDD9 shares	Number of Class MDD10 shares	total nominal value	total share premium	total contribution	
forty-three thousand seven hundred and fifty (43,750)	forty-three thousand seven hundred and fifty (43,750)	forty-three thousand seven hundred and fifty (43,750)	four thousand three hundred and seventy-five Euros (EUR 4,375.-)	sixty-five thousand six hundred and twenty-five Euros (EUR 65,625.-)	seventy thousand Euros (EUR 70,000.-)	

[illegible][illegible][illegible][illegible]

Number of Class MDH8 shares	Number of Class MDH9 shares	Number of Class MDH10 shares	total nominal value	total share premium	total contribution
thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)	three thousand one hundred and twenty-five Euros (EUR 3,125.-)	forty-six thousand eight hundred and seventy-five Euros (EUR 46,875.-)	fifty thousand Euros (EUR 50,000.-)

Mr. Christian Mennessier

Number of Class MDI1 shares	Number of Class MDI2 shares	Number of Class MDI3 shares	Number of Class MDI4 shares	Number of Class MDI5 shares	Number of Class MDI6 shares	Number of Class MDI7 shares
thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)

Number of Class MDI8 shares	Number of Class MDI9 shares	Number of Class MDI10 shares	total nominal value	total share premium	total contribution
thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)	three thousand one hundred and twenty-five Euros (EUR 3,125.-)	forty-six thousand eight hundred and seventy-five Euros (EUR 46,875.-)	fifty thousand Euros (EUR 50,000.-)

Mr. Frederic Michelet

Number of Class MDJ1 shares	Number of Class MDJ2 shares	Number of Class MDJ3 shares	Number of Class MDJ4 shares	Number of Class MDJ5 shares	Number of Class MDJ6 shares	Number of Class MDJ7 shares
thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)

Number of Class MDJ8 shares	Number of Class MDJ9 shares	Number of Class MDJ10 shares	total nominal value	total share premium	total contribution
thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)	three thousand one hundred and twenty-five Euros (EUR 3,125.-)	forty-six thousand eight hundred and seventy-five Euros (EUR 46,875.-)	fifty thousand Euros (EUR 50,000.-)

Mr. Jean-Baptiste Angebault

Number of Class MDK1 shares	Number of Class MDK2 shares	Number of Class MDK3 shares	Number of Class MDK4 shares	Number of Class MDK5 shares	Number of Class MDK6 shares	Number of Class MDK7 shares
thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)

Number of Class MDK8 shares	Number of Class MDK9 shares	Number of Class MDK10 shares	total nominal value	total share premium	total contribution
thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)	thirty-one thousand two hundred and fifty (31,250)	three thousand one hundred and twenty-five Euros (EUR 3,125.-)	forty-six thousand eight hundred and seventy-five Euros (EUR 46,875.-)	fifty thousand Euros (EUR 50,000.-)

The total contribution of an amount of one million four hundred and sixty thousand Euros (EUR 1,460,000.-) is allocated as follows: (i) one hundred and eight thousand four hundred and thirty seven Euros and fifty Cents (EUR 108,437.50) are allocated to the share capital of the Company and (ii) one million three hundred and fifty-one thousand five hundred and sixty-two Euros and fifty Cents (EUR 1,351,562.50) are allocated to the share premium account of the Company in accordance with Article 5.4 of the Articles as amended by the Fifth Resolution.

The proof of the existence and of the value of the contribution has been produced to the undersigned notary.

Second resolution

The Shareholders resolve to reduce the share capital of the Company by an amount of thirty thousand nine hundred ninety-nine Euros and ninety-nine Cents (EUR 30,999.99) in order to bring it from its amount of one hundred and thirty-nine thousand four hundred and thirty-seven Euros and fifty Cents (EUR 139,437.50) to one hundred and eight thousand four hundred and thirty seven Euros and fifty-one Cents (EUR 108,437.51) by the cancellation of three million ninety-nine thousand nine hundred and ninety-eight (3,099,998) limited shares held by KKR Global Infrastructure Investors L.P. and the one (1) limited share held by the Unlimited Shareholder, and the payment to KKR Global Infrastructure Investors L.P. and the Unlimited Shareholder of the par value of one euro cent (EUR 0.01-) on each share so cancelled (the "Cancellation Amount").

The Shareholders acknowledge and agree that the Cancellation Amount will be paid by the Company to the holders of the limited shares cancelled in cash.

Waiver by all the shareholders

The Shareholders (other than KKR Global Infrastructure Investors L.P. and the Unlimited Shareholder) declare that they waive any and all rights they have to participate in the share capital reduction referred to above as well as to have their shares cancelled proportionally to their shareholding in the Company.

Reimbursement

According to article 69 (2) of the 1915 Law, which establishes a legal protection in favor of creditors of the Company, in case the share capital reduction is to be carried out by means of a repayment to shareholders or a waiver of their obligation to pay up their shares, creditors whose claims predate the publication of the minutes of the meeting in the Mémorial may, within 30 days from such publication, apply for the constitution of security to the judge presiding the chamber of the Tribunal d'Arrondissement dealing with commercial matters and sitting as in urgency matters. The president may only reject such an application if the creditor already has adequate safeguards or if such security is unnecessary, having regard to the assets of the Company.

Third resolution

Following the above resolution in relation to the capital increase and the subsequent capital decrease in the Company, the Shareholders decide to amend article 5.1 of the Articles which shall read as follows:

5. "Share capital.

5.1 The subscribed share capital of the Company is one hundred and eight thousand four hundred and thirty seven Euros and fifty-one Cents (EUR 108,437.51) divided into one share with a nominal value of one Euro Cent (EUR 0.01) ("action de commandité", the "Unlimited Share") held by the unlimited shareholder and limited shares with a nominal value of one Euro Cent (EUR 0.01) each ("actions de commanditaire") held by the limited shareholders divided as follows:

5.1.1 two hundred and sixty-eight thousand seven hundred and fifty (268,750) class MA1 shares (the "Class MA1 Shares");

5.1.2 two hundred and sixty-eight thousand seven hundred and fifty (268,750) class MA2 shares (the "Class MA2 Shares");

5.1.3 two hundred and sixty-eight thousand seven hundred and fifty (268,750) class MA3 shares (the "Class MA3 Shares");

5.1.4 two hundred and sixty-eight thousand seven hundred and fifty (268,750) class MA4 shares (the "Class MA4 Shares");

5.1.5 two hundred and sixty-eight thousand seven hundred and fifty (268,750) class MA5 shares (the "Class MA5 Shares");

5.1.6 two hundred and sixty-eight thousand seven hundred and fifty (268,750) class MA6 shares (the "Class MA6 Shares");

5.1.7 two hundred and sixty-eight thousand seven hundred and fifty (268,750) class MA7 shares (the "Class MA7 Shares");

5.1.8 two hundred and sixty-eight thousand seven hundred and fifty (268,750) class MA8 shares (the "Class MA8 Shares");

5.1.9 two hundred and sixty-eight thousand seven hundred and fifty (268,750) class MA9 shares (the "Class MA9 Shares");

5.1.10 two hundred and sixty-eight thousand seven hundred and fifty (268,750) class MA10 shares (the "Class MA10 Shares");

5.1.11 ninety thousand two hundred and twenty-four (90,224) class MB1 shares (the "Class MB1 Shares");

5.1.12 ninety thousand two hundred and twenty-four (90,224) class MB2 shares (the "Class MB2 Shares");

5.1.13 ninety thousand two hundred and twenty-four (90,224) class MB3 shares (the "Class MB3 Shares");

5.1.14 ninety thousand two hundred and twenty-four (90,224) class MB4 shares (the "Class MB4 Shares");

- 5.1.15 ninety thousand two hundred and twenty-four (90,224) class MB5 shares (the "Class MB5 Shares");
- 5.1.16 ninety thousand two hundred and twenty-four (90,224) class MB6 shares (the "Class MB6 Shares");
- 5.1.17 ninety thousand two hundred and twenty-two (90,222) class MB7 shares (the "Class MB7 Shares");
- 5.1.18 ninety thousand two hundred and twenty-two (90,222) class MB8 shares (the "Class MB8 Shares");
- 5.1.19 ninety thousand two hundred and twenty-two (90,222) class MB9 shares (the "Class MB9 Shares");
- 5.1.20 ninety thousand two hundred and twenty-two (90,222) class MB10 shares (the "Class MB10 Shares");
- 5.1.21 one hundred and sixty-eight thousand nine hundred and twenty-nine (168,929) class MC1 shares (the "Class MC1 Shares");
- 5.1.22 one hundred and sixty-eight thousand nine hundred and twenty-nine (168,929) class MC2 shares (the "Class MC2 Shares");
- 5.1.23 one hundred and sixty-eight thousand nine hundred and twenty-nine (168,929) class MC3 shares (the "Class MC3 Shares");
- 5.1.24 one hundred and sixty-eight thousand nine hundred and twenty-nine (168,929) class MC4 shares (the "Class MC4 Shares");
- 5.1.25 one hundred and sixty-eight thousand nine hundred and twenty-nine (168,929) class MC5 shares (the "Class MC5 Shares");
- 5.1.26 one hundred and sixty-eight thousand nine hundred and twenty-nine (168,929) class MC6 shares (the "Class MC6 Shares");
- 5.1.27 one hundred and sixty-eight thousand nine hundred and twenty-eight (168,928) class MC7 shares (the "Class MC7 Shares");
- 5.1.28 one hundred and sixty-eight thousand nine hundred and twenty-eight (168,928) class MC8 shares (the "Class MC8 Shares");
- 5.1.29 one hundred and sixty-eight thousand nine hundred and twenty-eight (168,928) class MC9 shares (the "Class MC9 Shares");
- 5.1.30 one hundred and sixty-eight thousand nine hundred and twenty-eight (168,928) class MC10 shares (the "Class MC10 Shares");
- 5.1.31 seventy-three thousand five hundred and seventy-one (73,571) class MDA1 shares (the "Class MDA1 Shares");
- 5.1.32 seventy-three thousand five hundred and seventy-one (73,571) class MDA2 shares (the "Class MDA2 Shares");
- 5.1.33 seventy-three thousand five hundred and seventy-one (73,571) class MDA3 shares (the "Class MDA3 Shares");
- 5.1.34 seventy-three thousand five hundred and seventy-one (73,571) class MDA4 shares (the "Class MDA4 Shares");
- 5.1.35 seventy-three thousand five hundred and seventy-one (73,571) class MDA5 shares (the "Class MDA5 Shares");
- 5.1.36 seventy-three thousand five hundred and seventy-one (73,571) class MDA6 shares (the "Class MDA6 Shares");
- 5.1.37 seventy-three thousand five hundred and seventy-two (73,572) class MDA7 shares (the "Class MDA7 Shares");
- 5.1.38 seventy-three thousand five hundred and seventy-two (73,572) class MDA8 shares (the "Class MDA8 Shares");
- 5.1.39 seventy-three thousand five hundred and seventy-two (73,572) class MDA9 shares (the "Class MDA9 Shares");
- 5.1.40 seventy-three thousand five hundred and seventy-two (73,572) class MDA10 shares (the "Class MDA10 Shares");
- 5.1.41 forty-five thousand four hundred and two (45,402) class MDB1 shares (the "Class MDB1 Shares");
- 5.1.42 forty-five thousand four hundred and two (45,402) class MDB2 shares (the "Class MDB2 Shares");
- 5.1.43 forty-five thousand four hundred and two (45,402) class MDB3 shares (the "Class MDB3 Shares");
- 5.1.44 forty-five thousand four hundred and two (45,402) class MDB4 shares (the "Class MDB4 Shares");
- 5.1.45 forty-five thousand four hundred and two (45,402) class MDB5 shares (the "Class MDB5 Shares");
- 5.1.46 forty-five thousand four hundred and two (45,402) class MDB6 shares (the "Class MDB6 Shares");
- 5.1.47 forty-five thousand four hundred and two (45,402) class MDB7 shares (the "Class MDB7 Shares");
- 5.1.48 forty-five thousand four hundred and two (45,402) class MDB8 shares (the "Class MDB8 Shares");
- 5.1.49 forty-five thousand four hundred and one (45,401) class MDB9 shares (the "Class MDB9 Shares");
- 5.1.50 forty-five thousand four hundred and one (45,401) class MDB10 shares (the "Class MDB10 Shares");
- 5.1.51 one hundred and sixty-two thousand five hundred (162,500) class MDC1 shares (the "Class MDC1 Shares");
- 5.1.52 one hundred and sixty-two thousand five hundred (162,500) class MDC2 shares (the "Class MDC2 Shares");
- 5.1.53 one hundred and sixty-two thousand five hundred (162,500) class MDC3 shares (the "Class MDC3 Shares");
- 5.1.54 one hundred and sixty-two thousand five hundred (162,500) class MDC4 shares (the "Class MDC4 Shares");
- 5.1.55 one hundred and sixty-two thousand five hundred (162,500) class MDC5 shares (the "Class MDC5 Shares");
- 5.1.56 one hundred and sixty-two thousand five hundred (162,500) class MDC6 shares (the "Class MDC6 Shares");
- 5.1.57 one hundred and sixty-two thousand five hundred (162,500) class MDC7 shares (the "Class MDC7 Shares");
- 5.1.58 one hundred and sixty-two thousand five hundred (162,500) class MDC8 shares (the "Class MDC8 Shares");

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5.1.112 thirty-one thousand two hundred and fifty (31,250) class MDI2 shares (the "Class MDI2 Shares");
 5.1.113 thirty-one thousand two hundred and fifty (31,250) class MDI3 shares (the "Class MDI3 Shares");
 5.1.114 thirty-one thousand two hundred and fifty (31,250) class MDI4 shares (the "Class MDI4 Shares");
 5.1.115 thirty-one thousand two hundred and fifty (31,250) class MDI5 shares (the "Class MDI5 Shares");
 5.1.116 thirty-one thousand two hundred and fifty (31,250) class MDI6 shares (the "Class MDI6 Shares");
 5.1.117 thirty-one thousand two hundred and fifty (31,250) class MDI7 shares (the "Class MDI7 Shares");
 5.1.118 thirty-one thousand two hundred and fifty (31,250) class MDI8 shares (the "Class MDI8 Shares");
 5.1.119 thirty-one thousand two hundred and fifty (31,250) class MDI9 shares (the "Class MDI9 Shares");
 5.1.120 thirty-one thousand two hundred and fifty (31,250) class MDI10 shares (the "Class MDI10 Shares");
 5.1.121 thirty-one thousand two hundred and fifty (31,250) class MDJ1 shares (the "Class MDJ1 Shares");
 5.1.122 thirty-one thousand two hundred and fifty (31,250) class MDJ2 shares (the "Class MDJ2 Shares");
 5.1.123 thirty-one thousand two hundred and fifty (31,250) class MDJ3 shares (the "Class MDJ3 Shares");
 5.1.124 thirty-one thousand two hundred and fifty (31,250) class MDJ4 shares (the "Class MDJ4 Shares");
 5.1.125 thirty-one thousand two hundred and fifty (31,250) class MDJ5 shares (the "Class MDJ5 Shares");
 5.1.126 thirty-one thousand two hundred and fifty (31,250) class MDJ6 shares (the "Class MDJ6 Shares");
 5.1.127 thirty-one thousand two hundred and fifty (31,250) class MDJ7 shares (the "Class MDJ7 Shares");
 5.1.128 thirty-one thousand two hundred and fifty (31,250) class MDJ8 shares (the "Class MDJ8 Shares");
 5.1.129 thirty-one thousand two hundred and fifty (31,250) class MDJ9 shares (the "Class MDJ9 Shares");
 5.1.130 thirty-one thousand two hundred and fifty (31,250) class MDJ10 shares (the "Class MDJ10 Shares");
 5.1.131 thirty-one thousand two hundred and fifty (31,250) class MDK1 shares (the "Class MDK1 Shares");
 5.1.132 thirty-one thousand two hundred and fifty (31,250) class MDK2 shares (the "Class MDK2 Shares");
 5.1.133 thirty-one thousand two hundred and fifty (31,250) class MDK3 shares (the "Class MDK3 Shares");
 5.1.134 thirty-one thousand two hundred and fifty (31,250) class MDK4 shares (the "Class MDK4 Shares");
 5.1.135 thirty-one thousand two hundred and fifty (31,250) class MDK5 shares (the "Class MDK5 Shares");
 5.1.136 thirty-one thousand two hundred and fifty (31,250) class MDK6 shares (the "Class MDK6 Shares");
 5.1.137 thirty-one thousand two hundred and fifty (31,250) class MDK7 shares (the "Class MDK7 Shares");
 5.1.138 thirty-one thousand two hundred and fifty (31,250) class MDK8 shares (the "Class MDK8 Shares");
 5.1.139 thirty-one thousand two hundred and fifty (31,250) class MDK9 shares (the "Class MDK9 Shares");
 5.1.140 thirty-one thousand two hundred and fifty (31,250) class MDK10 shares (the "Class MDK10 Shares")."

Fourth resolution

The Shareholders resolve to create an un-issued but authorised capital and to amend Article 5 of the Articles by inserting paragraphs 5.2.1, 5.2.2 and 5.2.3, which shall read as follows:

"5.2.1. The authorised, but unissued and unsubscribed share capital of the Company (the "Authorised Capital") is twenty-five thousand Euros (EUR 25,000.-).

5.2.2. The Manager is authorised to issue Limited Shares ("Manager Issued Shares") up to the limit of the Authorised Capital from time to time subject as follows:

(a) the above authorisation will expire five years after 17 May 2013 provided that a further period or periods of authorisation following that period may be approved by Shareholders' Resolution to the extent permitted by the 1915 Law;

(b) the Manager may limit or cancel the Shareholders' preferential rights to subscribe for the Manager Issued Shares and may issue the Manager Issued Shares to such persons and at such price with or without a premium and paid up by contribution in kind or for cash or by incorporation of claims or capitalisation of reserves or in any other way as the Manager may determine, subject to the 1915 Law.

5.2.3 The Manager is authorised to:

(a) do all things necessary or desirable to amend this Article 5 in order to reflect and record any change of issued Share capital made pursuant to Article 5.2.2;

(b) take or authorise any actions necessary or desirable for the execution and/or publication of such amendment in accordance with Luxembourg Law;

(c) delegate to any person the duties of accepting subscriptions and receiving payment for any Manager Issued Shares and enacting any issue of Manager Issued Shares before a notary."

The Shareholders declare that they have received and accepted a report issued by the board of managers of the Unlimited Shareholder acting as general partner of the Company (as required by article 32-3 (5) of the 1915 Law), to limit or cancel their preferential subscription rights with respect to the increase of the subscribed share capital within the limits of the authorised share capital.

Fifth resolution

The Shareholders resolve to fully restate the Articles which shall read as follows:

1. Corporate form and Name. This document constitutes the articles of incorporation (the "Articles") of Atom MEPCO S.C.A. (the "Company"), a corporate partnership limited by shares (société en commandite par actions) incorporated under the laws of the Grand Duchy of Luxembourg including the law of 10 August 1915 on commercial companies as amended from time to time (the "1915 Law").

2. Registered office.

2.1 The registered office of the Company (the "Registered Office") is established in the city of Luxembourg, Grand Duchy of Luxembourg.

2.2 The Registered Office may be transferred:

2.2.1 to any other place within the same municipality in the Grand Duchy of Luxembourg by the Manager as defined in Article 8.1 (the "Manager");

2.2.2 to any other place in the Grand Duchy of Luxembourg (whether or not in the same municipality) by a resolution of the shareholders of the Company (a "Shareholders' Resolution") passed in accordance with these Articles and the laws from time to time of the Grand Duchy of Luxembourg including the 1915 Law ("Luxembourg Law").

2.3 Should a situation arise or be deemed imminent, whether military, political, economic, social or otherwise, which would prevent normal activity at the Registered Office, the Registered Office may be temporarily transferred abroad until such time as the situation becomes normalised; such temporary measures will not have any effect on the Company's nationality and the Company will, notwithstanding this temporary transfer of the Registered Office, remain a Luxembourg company. The decision as to the transfer abroad of the Registered Office will be made by the Manager.

2.4 The Company may have offices and branches, both in the Grand Duchy of Luxembourg and abroad.

3. Objects. The objects of the Company are:

3.1 to act as an investment holding company and to co-ordinate the business of any corporate bodies in which the Company is for the time being directly or indirectly interested, and to acquire (whether by original subscription, tender, purchase, exchange or otherwise) the whole of or any part of the stock, shares, debentures, debenture stocks, bonds and other securities issued or guaranteed by any person and any other asset of any kind and to hold the same as investments, and to sell, exchange and dispose of the same;

3.2 to carry on any trade or business whatsoever and to acquire, undertake and carry on the whole or any part of the business, property and/or liabilities of any person carrying on any business;

3.3 to invest and deal with the Company's money and funds in any way the Manager thinks fit and to lend money and give credit in each case to any person with or without security;

3.4 to borrow, raise and secure the payment of money in any way the Manager thinks fit, including by the issue (to the extent permitted by Luxembourg Law) of debentures and other securities or instruments, perpetual or otherwise, convertible or not, whether or not charged on all or any of the Company's property (present and future) or its uncalled capital, and to purchase, redeem, convert and pay off those securities;

3.5 to acquire an interest in, amalgamate, merge, consolidate with and enter into partnership or any arrangement for the sharing of profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any person, including any employees of the Company;

3.6 to enter into any guarantee or contract of indemnity or suretyship, and to provide security for the performance of the obligations of and/or the payment of any money by any person (including any body corporate in which the Company has a direct or indirect interest or any person (a "Holding Entity") which is for the time being a member of or otherwise has a direct or indirect interest in the Company or any body corporate in which a Holding Entity has a direct or indirect interest and any person who is associated with the Company in any business or venture), with or without the Company receiving any consideration or advantage (whether direct or indirect), and whether by personal covenant or mortgage, charge or lien over all or part of the Company's undertaking, property, assets or uncalled capital (present and future) or by other means; for the purposes of this Article 3.6 "guarantee" includes any obligation, however described, to pay, satisfy, provide funds for the payment or satisfaction of, indemnify and keep indemnified against the consequences of default in the payment of, or otherwise be responsible for, any indebtedness or financial obligations of any other person;

3.7 to purchase, take on lease, exchange, hire and otherwise acquire any real or personal property and any right or privilege over or in respect of it;

3.8 to sell, lease, exchange, let on hire and dispose of any real or personal property and/or the whole or any part of the undertaking of the Company, for such consideration as the Manager thinks fit, including for shares, debentures or other securities, whether fully or partly paid up, of any person, whether or not having objects (altogether or in part) similar to those of the Company; to hold any shares, debentures and other securities so acquired; to improve, manage, develop, sell, exchange, lease, mortgage, dispose of, grant options over, turn to account and otherwise deal with all or any part of the property and rights of the Company;

3.9 to do all or any of the things provided in any paragraph of this Article 3 (a) in any part of the world; (b) as principal, agent, contractor, trustee or otherwise; (c) by or through trustees, agents, sub-contractors or otherwise; and (d) alone or with another person or persons;

3.10 to do all things (including entering into, performing and delivering contracts, deeds, agreements and arrangements with or in favour of any person) that are in the opinion of the Manager incidental or conducive to the attainment of all or any of the Company's objects, or the exercise of all or any of its powers;

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

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

5. Share capital.

5.1 The subscribed share capital of the Company is one hundred and eight thousand four hundred and thirty seven Euros and fifty-one Cents (EUR 108,437.51) divided into one share with a nominal value of one Euro Cent (EUR 0.01) ("action de commandité", the "Unlimited Share") held by the unlimited shareholder and limited shares with a nominal value of one Euro Cent (EUR 0.01) each ("actions de commanditaire") held by the limited shareholders divided as follows:

5.1.1 two hundred and sixty-eight thousand seven hundred and fifty (268,750) class MA1 shares (the "Class MA1 Shares");

5.1.2 two hundred and sixty-eight thousand seven hundred and fifty (268,750) class MA2 shares (the "Class MA2 Shares");

5.1.3 two hundred and sixty-eight thousand seven hundred and fifty (268,750) class MA3 shares (the "Class MA3 Shares");

5.1.4 two hundred and sixty-eight thousand seven hundred and fifty (268,750) class MA4 shares (the "Class MA4 Shares");

5.1.5 two hundred and sixty-eight thousand seven hundred and fifty (268,750) class MA5 shares (the "Class MA5 Shares");

5.1.6 two hundred and sixty-eight thousand seven hundred and fifty (268,750) class MA6 shares (the "Class MA6 Shares");

5.1.7 two hundred and sixty-eight thousand seven hundred and fifty (268,750) class MA7 shares (the "Class MA7 Shares");

5.1.8 two hundred and sixty-eight thousand seven hundred and fifty (268,750) class MA8 shares (the "Class MA8 Shares");

5.1.9 two hundred and sixty-eight thousand seven hundred and fifty (268,750) class MA9 shares (the "Class MA9 Shares");

5.1.10 two hundred and sixty-eight thousand seven hundred and fifty (268,750) class MA10 shares (the "Class MA10 Shares");

5.1.11 ninety thousand two hundred and twenty-four (90,224) class MB1 shares (the "Class MB1 Shares");

5.1.12 ninety thousand two hundred and twenty-four (90,224) class MB2 shares (the "Class MB2 Shares");

5.1.13 ninety thousand two hundred and twenty-four (90,224) class MB3 shares (the "Class MB3 Shares");

5.1.14 ninety thousand two hundred and twenty-four (90,224) class MB4 shares (the "Class MB4 Shares");

5.1.15 ninety thousand two hundred and twenty-four (90,224) class MB5 shares (the "Class MB5 Shares");

5.1.16 ninety thousand two hundred and twenty-four (90,224) class MB6 shares (the "Class MB6 Shares");

5.1.17 ninety thousand two hundred and twenty-two (90,222) class MB7 shares (the "Class MB7 Shares");

5.1.18 ninety thousand two hundred and twenty-two (90,222) class MB8 shares (the "Class MB8 Shares");

5.1.19 ninety thousand two hundred and twenty-two (90,222) class MB9 shares (the "Class MB9 Shares");

5.1.20 ninety thousand two hundred and twenty-two (90,222) class MB10 shares (the "Class MB10 Shares");

5.1.21 one hundred and sixty-eight thousand nine hundred and twenty-nine (168,929) class MC1 shares (the "Class MC1 Shares");

5.1.22 one hundred and sixty-eight thousand nine hundred and twenty-nine (168,929) class MC2 shares (the "Class MC2 Shares");

5.1.23 one hundred and sixty-eight thousand nine hundred and twenty-nine (168,929) class MC3 shares (the "Class MC3 Shares");

5.1.24 one hundred and sixty-eight thousand nine hundred and twenty-nine (168,929) class MC4 shares (the "Class MC4 Shares");

5.1.25 one hundred and sixty-eight thousand nine hundred and twenty-nine (168,929) class MC5 shares (the "Class MC5 Shares");

5.1.26 one hundred and sixty-eight thousand nine hundred and twenty-nine (168,929) class MC6 shares (the "Class MC6 Shares");

5.1.27 one hundred and sixty-eight thousand nine hundred and twenty-eight (168,928) class MC7 shares (the "Class MC7 Shares");

5.1.28 one hundred and sixty-eight thousand nine hundred and twenty-eight (168,928) class MC8 shares (the "Class MC8 Shares");

5.1.29 one hundred and sixty-eight thousand nine hundred and twenty-eight (168,928) class MC9 shares (the "Class MC9 Shares");

5.1.30 one hundred and sixty-eight thousand nine hundred and twenty-eight (168,928) class MC10 shares (the "Class MC10 Shares");

5.1.31 seventy-three thousand five hundred and seventy-one (73,571) class MDA1 shares (the "Class MDA1 Shares");

5.1.32 seventy-three thousand five hundred and seventy-one (73,571) class MDA2 shares (the "Class MDA2 Shares");

5.1.33 seventy-three thousand five hundred and seventy-one (73,571) class MDA3 shares (the "Class MDA3 Shares");

5.1.34 seventy-three thousand five hundred and seventy-one (73,571) class MDA4 shares (the "Class MDA4 Shares");

5.1.35 seventy-three thousand five hundred and seventy-one (73,571) class MDA5 shares (the "Class MDA5 Shares");

5.1.36 seventy-three thousand five hundred and seventy-one (73,571) class MDA6 shares (the "Class MDA6 Shares");

5.1.37 seventy-three thousand five hundred and seventy-two (73,572) class MDA7 shares (the "Class MDA7 Shares");

5.1.38 seventy-three thousand five hundred and seventy-two (73,572) class MDA8 shares (the "Class MDA8 Shares");

5.1.39 seventy-three thousand five hundred and seventy-two (73,572) class MDA9 shares (the "Class MDA9 Shares");

5.1.40 seventy-three thousand five hundred and seventy-two (73,572) class MDA10 shares (the "Class MDA10 Shares");

5.1.41 forty-five thousand four hundred and two (45,402) class MDB1 shares (the "Class MDB1 Shares");

5.1.42 forty-five thousand four hundred and two (45,402) class MDB2 shares (the "Class MDB2 Shares");

5.1.43 forty-five thousand four hundred and two (45,402) class MDB3 shares (the "Class MDB3 Shares");

5.1.44 forty-five thousand four hundred and two (45,402) class MDB4 shares (the "Class MDB4 Shares");

5.1.45 forty-five thousand four hundred and two (45,402) class MDB5 shares (the "Class MDB5 Shares");

5.1.46 forty-five thousand four hundred and two (45,402) class MDB6 shares (the "Class MDB6 Shares");

5.1.47 forty-five thousand four hundred and two (45,402) class MDB7 shares (the "Class MDB7 Shares");

5.1.48 forty-five thousand four hundred and two (45,402) class MDB8 shares (the "Class MDB8 Shares");

5.1.49 forty-five thousand four hundred and one (45,401) class MDB9 shares (the "Class MDB9 Shares");

5.1.50 forty-five thousand four hundred and one (45,401) class MDB10 shares (the "Class MDB10 Shares");

5.1.51 one hundred and sixty-two thousand five hundred (162,500) class MDC1 shares (the "Class MDC1 Shares");

5.1.52 one hundred and sixty-two thousand five hundred (162,500) class MDC2 shares (the "Class MDC2 Shares");

5.1.53 one hundred and sixty-two thousand five hundred (162,500) class MDC3 shares (the "Class MDC3 Shares");

5.1.54 one hundred and sixty-two thousand five hundred (162,500) class MDC4 shares (the "Class MDC4 Shares");

5.1.55 one hundred and sixty-two thousand five hundred (162,500) class MDC5 shares (the "Class MDC5 Shares");

5.1.56 one hundred and sixty-two thousand five hundred (162,500) class MDC6 shares (the "Class MDC6 Shares");

5.1.57 one hundred and sixty-two thousand five hundred (162,500) class MDC7 shares (the "Class MDC7 Shares");

5.1.58 one hundred and sixty-two thousand five hundred (162,500) class MDC8 shares (the "Class MDC8 Shares");

5.1.59 one hundred and sixty-two thousand five hundred (162,500) class MDC9 shares (the "Class MDC9 Shares");

5.1.60 one hundred and sixty-two thousand five hundred (162,500) class MDC10 shares (the "Class MDC10 Shares");

5.1.61 forty-three thousand seven hundred and fifty (43,750) class MDD1 shares (the "Class MDD1 Shares");

5.1.62 forty-three thousand seven hundred and fifty (43,750) class MDD2 shares (the "Class MDD2 Shares");

5.1.63 forty-three thousand seven hundred and fifty (43,750) class MDD3 shares (the "Class MDD3 Shares");

5.1.64 forty-three thousand seven hundred and fifty (43,750) class MDD4 shares (the "Class MDD4 Shares");

5.1.65 forty-three thousand seven hundred and fifty (43,750) class MDD5 shares (the "Class MDD5 Shares");

5.1.66 forty-three thousand seven hundred and fifty (43,750) class MDD6 shares (the "Class MDD6 Shares");

5.1.67 forty-three thousand seven hundred and fifty (43,750) class MDD7 shares (the "Class MDD7 Shares");

5.1.68 forty-three thousand seven hundred and fifty (43,750) class MDD8 shares (the "Class MDD8 Shares");

5.1.69 forty-three thousand seven hundred and fifty (43,750) class MDD9 shares (the "Class MDD9 Shares");

5.1.70 forty-three thousand seven hundred and fifty (43,750) class MDD10 shares (the "Class MDD10 Shares");

5.1.71 forty-three thousand seven hundred and fifty (43,750) class MDE1 shares (the "Class MDE1 Shares");

5.1.72 forty-three thousand seven hundred and fifty (43,750) class MDE2 shares (the "Class MDE2 Shares");

5.1.73 forty-three thousand seven hundred and fifty (43,750) class MDE3 shares (the "Class MDE3 Shares");

5.1.74 forty-three thousand seven hundred and fifty (43,750) class MDE4 shares (the "Class MDE4 Shares");

[illegible]

- 5.1.128 thirty-one thousand two hundred and fifty (31,250) class MDJ8 shares (the "Class MDJ8 Shares");
- 5.1.129 thirty-one thousand two hundred and fifty (31,250) class MDJ9 shares (the "Class MDJ9 Shares");
- 5.1.130 thirty-one thousand two hundred and fifty (31,250) class MDJ10 shares (the "Class MDJ10 Shares");
- 5.1.131 thirty-one thousand two hundred and fifty (31,250) class MDK1 shares (the "Class MDK1 Shares");
- 5.1.132 thirty-one thousand two hundred and fifty (31,250) class MDK2 shares (the "Class MDK2 Shares");
- 5.1.133 thirty-one thousand two hundred and fifty (31,250) class MDK3 shares (the "Class MDK3 Shares");
- 5.1.134 thirty-one thousand two hundred and fifty (31,250) class MDK4 shares (the "Class MDK4 Shares");
- 5.1.135 thirty-one thousand two hundred and fifty (31,250) class MDK5 shares (the "Class MDK5 Shares");
- 5.1.136 thirty-one thousand two hundred and fifty (31,250) class MDK6 shares (the "Class MDK6 Shares");
- 5.1.137 thirty-one thousand two hundred and fifty (31,250) class MDK7 shares (the "Class MDK7 Shares");
- 5.1.138 thirty-one thousand two hundred and fifty (31,250) class MDK8 shares (the "Class MDK8 Shares");
- 5.1.139 thirty-one thousand two hundred and fifty (31,250) class MDK9 shares (the "Class MDK9 Shares");
- 5.1.140 thirty-one thousand two hundred and fifty (31,250) class MDK10 shares (the "Class MDK10 Shares").

5.2 The Shares are in registered form.

5.2.1 The authorised, but unissued and unsubscribed, share capital of the Company (the "Authorised Capital") is twenty-five thousand Euros (EUR 25,000.-).

5.2.2 The Manager is authorised to issue Limited Shares ("Manager Issued Shares") up to the limit of the Authorised Capital from time to time subject as follows:

(a) the above authorisation will expire five years after the date of publication of the meeting held on the 17th May 2013 provided that a further period or periods of authorisation following that period may be approved by Shareholders' Resolution to the extent permitted by the 1915 Law;

(b) the Manager may limit or cancel the Shareholders' preferential rights to subscribe for the Manager Issued Shares and may issue the Manager Issued Shares to such persons and at such price with or without a premium and paid up by contribution in kind or for cash or by incorporation of claims or capitalisation of reserves or in any other way as the Manager may determine, subject to the 1915 Law.

5.2.3 The Manager is authorised to:

(a) do all things necessary or desirable to amend this Article 5 in order to reflect and record any change of issued Share capital made pursuant to Article 5.2.2;

(b) take or authorise any actions necessary or desirable for the execution and/or publication of such amendment in accordance with Luxembourg Law;

(c) delegate to any person the duties of accepting subscriptions and receiving payment for any Manager Issued Shares and enacting any issue of Manager Issued Shares before a notary.

5.3 For avoidance of doubt, any Class MN Shares shall be "actions de commanditaire" and shall have a nominal value of one Euro cent (EUR 0.01) each.

5.4 The Company may establish share premium accounts corresponding to a specific class of Share (the "Share Premium Accounts") into which any premium paid on a given class of Share is to be transferred. Decisions as to the use of the Share Premium Account are to be taken by the Shareholder(s) subject to the 1915 Law, any Shareholders' Agreement and these Articles, it being understood that any share premium paid into such Share Premium Account in respect of an Alphabetical Series of Shares shall not be reimbursed to any Shareholders other than the holders of that Alphabetical Series of Shares, irrespective of their Numerical Class.

5.5 The Company may, subject to any Shareholders' Agreement, without limitation, accept equity or other contributions without issuing Shares or other securities in consideration for the contribution and may credit the contributions to one or more accounts. Decisions as to the use of any such accounts are to be taken by the Shareholder(s) subject to the 1915 Law, any Shareholders' Agreement and these Articles. For the avoidance of doubt, any such decision may, but need not, allocate any amount contributed to the contributor or to a particular class of Shares.

5.6 All Shares have equal rights subject to any Shareholders' Agreement and as otherwise provided in these Articles.

5.7 The subscribed share capital may be increased by a Shareholders' Resolution adopted in accordance with the conditions required for the amendment of the Articles and in accordance with Luxembourg Law.

5.8 The Company may acquire its Shares or reduce its subscribed share capital and/or (subject as provided in Article 14.6) its Authorised Capital subject as provided in the 1915 Law.

5.9 If any Shares are issued on terms that they are not fully paid up on issue, then payment of the balance due shall be made at such time and upon such conditions as the Manager may determine provided that all such Shares are treated equally.

6. Increases and Reductions of share capital.

6.1 The issued capital of the Company may be increased or reduced from time to time by a Shareholders' Resolution adopted in accordance with these Articles and Luxembourg Law and in compliance with any Shareholders' Agreement and the Company may repurchase, redeem and/or cancel its Shares subject as aforesaid

6.2 Any reduction of the share capital of the Company (other than a Sale Redemption, a Drag Along Redemption, or an IPO Redemption) (a "Share Redemption") will be through the repurchase and subsequent cancellation of all the issued Shares of one or more Numerical Classes with the highest numbers.

6.3 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.

6.4 By way of example of the mechanism for distributions to be made pursuant to Articles 16.4.1, 16.5.1 or 16.6.1:

6.4.1 Suppose there is a sale of Class C Holding Shares pursuant to Section 5.2 of a Shareholders Agreement at the instigation of certain Limited Shareholders (the 'Illustrative Sale Shareholders') holding Class MA Shares and Class MB Shares;

6.4.2 suppose that at the time, the highest Numerical Class of all the Shares is 10;

6.4.3 there would then be a Share Redemption in respect of all the Class 10 Shares;

6.4.4 upon the Share Redemption, the Illustrative Sale Shareholders will be entitled to a payment calculated in accordance with Article 16.4.1;

6.4.5 upon the Share Redemption, the Shareholders other than the Illustrative Sale Shareholders will be entitled to payment of the nominal value of their Shares which are the subject of the Share Redemption.

6.5 By way of example of the mechanism for distributions to be made pursuant to Article 16.8:

6.5.1 Suppose Holding redeems and cancels the Class C Holding Shares of a Holding Numerical Class, but does not make any redemption or cancellation in respect of the Class D Holding Shares;

6.5.2 suppose that at the time, the highest Numerical Class of all the Shares is 10;

6.5.3 there would then be a Share Redemption in respect of all the Class 10 Shares;

6.5.4 upon the Share Redemption, a Shareholder holding Shares which correspond to Class C Holding Shares will be entitled to a payment calculated in accordance with Article 16.8;

6.5.5 upon the Share Redemption, the Shareholders other than those Shareholders holding Shares which correspond to Class C Holding Shares will be entitled to payment of the nominal value of their Shares which are the subject of the Share Redemption.

6.6 There may not be more than an aggregate of ten Share Redemptions. For these purposes, the number of Share Redemptions will be calculated by reference to the number of Numerical Classes of Shares which are the subject of the Share Redemption. As examples of this for purposes of illustration, a repurchase and cancellation in respect of the MA10, MB10, MC10, MD10 Shares and MN10 Shares (if any) will constitute one Share Redemption; a repurchase and cancellation in respect of the MA10, MB10, MC10, MD10, MN10 (if any), MA9, MB9, MC9, MD9 and MN9 (if any) Shares will constitute two Share Redemptions.

7. Indivisibility of shares.

7.1 Each Share is indivisible.

7.2 A Share may be registered in the name of more than one person provided that all holders of a Share notify the Company in writing as to which of them is to be regarded as their representative; the Company will deal with that representative as if it were the sole Shareholder in respect of that Share including for the purposes of voting, dividend and other payment rights.

8. Transfer of shares.

8.1 The Shares will be transferable in accordance with the 1915 Law and these Articles

8.2 Any transfer of the Unlimited Share shall be subject to the passing of a Shareholders' Resolution amending Article 9.1 to reflect the replacement as Manager of the transferor of the Unlimited Share by the transferee, which resolution will be passed promptly by the Limited Shareholders at the request of the Unlimited Shareholders.

8.3 General Transfer Restrictions

No Limited Shareholder shall transfer any Shares, except with the written consent of the Manager, or pursuant to Article 8.7, a Permitted Transfer (as defined in any Shareholders' Agreement) or in connection with the transfer of any Shares pursuant to Sections 5.2, 5.3 and 10.5 of any Shareholders' Agreement. Any purported transfer of Shares in violation of any Shareholders' Agreement shall be null and void, and the Company shall not in any way give effect to any such impermissible transfer.

8.4 Other Transfer Restrictions.

(a) In addition to any other restrictions on transfers, without the approval of the Manager, no Limited Shareholder may transfer any Shares:

(i) to any person who lacks the legal right, power or capacity to own such Shares; or

- (ii) if such transfer requires the registration or other qualification of such Shares pursuant to any applicable laws; or
 - (iii) if such transfer will have a material adverse tax consequence for the Company or any of the Shareholders; or
 - (iv) if in the reasonable determination of the Manager, such transfer would require the prior consent of any regulatory agency and the Manager determines it would not be reasonable to request such prior consent (taking into account with the necessary cost and human resources required to effect such transfer compared with the amount of such transfer).
- (b) Unless otherwise approved by the Manager, no Transfer may be made or recorded in the books and records of the Company, unless the transferee shall deliver to the Company notice of such transfer, including a fully executed copy of all documentation and agreements relating to the transfer and any agreements or other documents required by any Shareholders' Agreement.
- (c) Unless otherwise approved by the Manager, or pursuant to Articles 16.4.2, 16.5.2 or 16.6.2, a Limited Shareholder may only transfer its Shares to any person if such Limited Shareholder transfers the same proportion of each Numerical Class of Shares it holds and the same proportion of each Alphabetical Class of Shares it holds.

8.5 Obligation to Re-Transfer

If any person to which any Shares have been transferred, directly or indirectly, as a transfer to a Permitted Transfer ceases to be a Permitted Transferee of the Transferring shareholder, such person shall immediately transfer to the Transferring Shareholder (or to another Permitted Transferee of such Shareholder) all of the Shares so transferred to such person.

8.6 Reorganisation

In connection with any Reorganization Transaction (as defined in any Shareholders' Agreement), the Company has the right to procure that each Limited Shareholder exchanges, converts or otherwise swaps his Shares into securities of another legal entity; provided that such transaction shall not, to the extent legally feasible, adversely affect the rights or economic position, including tax treatment, of such Limited Shareholder in any material respect.

8.7 Leaver

(a) This Article 8.7 applies when a Limited Shareholder ceases for any reason to be an employee or director or, or consultant to, a member of the Group and does not continue as an employee or director of, or consultant to, any other member of the Group (such employee, director or consultant a "Leaver" and the date on which he becomes a Leaver, his "Cessation Date").

(b) Between the Cessation Date and the date that is six months from the Cessation Date, the Company shall serve notice in writing on the Leaver and, if applicable, such Leaver's Permitted Transferees, requiring such Leaver and, if applicable, such Leaver's Permitted Transferees, to transfer all the Shares held by the Leaver and, if applicable, such Leaver's Permitted Transferees, to Holding or its designees except the Company (the "Repurchase Right").

(c) The price payable for the Shares subject to the Repurchase Right shall be (subject as provided in Section 6.3(c) of a Shareholders' Agreement):

(i) in the case of a Good Leaver, (A) for the Shares which correspond to vested Class C Holding Shares or Class D Holding Shares, the higher of the subscription price and Fair Market Value at the Cessation Date, provided that vesting shall cease on the date such Good Leaver ceases employment and, for the avoidance of doubt, not the date notice of termination is given or received and (B) for the Shares corresponding to unvested Class C Holding Shares or Class D Holding Shares, the subscription price; and

(ii) in the case of a Bad Leaver, for the Shares corresponding to both vested and unvested Class C Holding Shares or Class D Holding Shares, the lower of the subscription price and Fair Market Value.

9. The manager.

9.1 The Company will be managed by Atom Management S.à r.l. in its capacity as sole Unlimited Shareholder or "actionnaire commandite" (the "Manager").

9.2 The Manager has the power to take all or any action which is necessary or useful in the interest of the Company, with the exception of those reserved by Luxembourg Law or the Articles to Shareholders' Meeting (as defined in article 13.1).

9.3 The Manager may be removed only in the case of fraud, gross negligence or wilful misconduct by means of a resolution of Shareholders passed in accordance with Article 14.6.

9.4 In the case of the removal, dissolution or legal incapacity or inability to act, of the Manager, the Company shall automatically be deemed to be dissolved.

10. Representation. Subject as provided by Luxembourg Law and these Articles, the following are authorised to represent and/or bind the Company:

10.1 the Manager, acting by any legal representative or representatives;

10.2 any other person to whom such a power has been delegated in accordance with Articles 11.1 or 11.4 to the extent such a power has been delegated to him.

11. Delegation of powers.

11.1 The day to day management of the business of the Company and the power to represent the Company with respect thereto may be delegated by the Manager to one or more agents (each a "Daily Manager"), acting alone or jointly.

11.2 A Daily Manager need not be a Shareholder.

11.3 The appointment and removal, powers, duties and emoluments of the Daily Managers will be determined by the Manager except that the first Daily Manager or Managers may, but need not, be appointed and his or their powers, duties and emoluments determined by a Shareholders' Meeting.

11.4 The Manager may delegate any of its powers for specific tasks to one or more ad hoc agents and may remove any such agent and determine any such agent's powers and responsibilities and remuneration (if any), the duration of the period of representation and any other relevant conditions of his agency.

11.5 No powers will be delegated by the Manager to any Limited Shareholder and no Limited Shareholder may represent the Company.

12. Liability of the shareholders.

12.1 The Unlimited Shareholder will be liable with the Company (solidairement responsable) for the liabilities of the Company to the extent required by Luxembourg Law, including article 102 of the 1915 Law.

12.2 The Limited Shareholders shall not act on behalf of the Company other than by exercising their rights as shareholders in general meetings of the Company and shall only be liable to pay to the Company the par value, and any issue premium payable, on the Shares they respectively hold in the Company (to the extent not already paid). The Limited Shareholders shall neither participate in nor interfere with the management of the Company.

13. Supervisory board.

13.1 The Company is either supervised by a supervisory board (the "Supervisory Board") or by certified auditors (réviseur d'entreprise agréé), in the latter case where such appointment is required by the Luxembourg Law or where such appointment is permitted by Luxembourg Law and chosen by the Company (the statutory auditor and certified auditor both referred to as the "Auditors").

13.2 The general meeting of the Shareholders appoints the Auditors and determines their number, their remuneration and the term of their office. The appointment may, however, not exceed a period of six (6) years. In case the Auditors are elected without mention of the term of their mandate, they are deemed to be elected for six (6) years from the date of their election.

13.3 The Auditors may be re-appointed.

13.4 The members of the Supervisory Board (each a "Supervisory Board Member") shall neither participate in nor interfere with the management of the Company but may advise the Manager on such matters as the Manager may determine.

13.5 The members of the Supervisory Board shall not receive any compensation in connection with their membership of the Supervisory Board but shall be entitled to reimbursement of all expenses in connection with that membership.

13.6 The members of the Supervisory Board will be elected by Shareholders' Resolution for a period not exceeding six years. In case a member of the Supervisory Board is elected for an unspecified term, he is deemed to be elected for 6 years from the date of his election. The members of the Supervisory Board are eligible for re-election and they may be removed at any time, with or without cause, by a Shareholders' Resolution. They will remain in office until their successors have been appointed.

13.7 In the event of the total number of members of the Supervisory Board falling below three, the Manager shall forthwith convene a Shareholders' Meeting in order to fill these vacancies.

13.8 Meetings of the Supervisory Board ("Supervisory Board Meetings") may be convened by any Supervisory Board Member. The Supervisory Board shall appoint one of the Supervisory Board Members as Chairman.

13.9 Notices of any meeting of the Supervisory Board will be given by letter, fax or by email to all members at least five days in advance of the time set for such meeting, except in cases of emergency, in which event the nature of the emergency will be set out in the notice. The notice will set out the time and the place of the meeting and it will contain the agenda.

13.10 The Supervisory Board Members may validly debate and take decisions at a Supervisory Board Meeting without complying with all or any of the convening requirements and formalities if all the Supervisory Board Members have waived the relevant convening requirements and formalities either in writing or, at the relevant Supervisory Board Meeting, in person or by an authorised representative.

13.11 A Supervisory Board Member may appoint any other Supervisory Board Member (but not any other person) to act as his representative (a "Supervisory Board Member's Representative") at a Supervisory Board Meeting to attend, deliberate, vote and perform all his functions on his behalf at that Supervisory Board Meeting. A Supervisory Board Member can act as representative for more than one other Supervisory Board Member at a Supervisory Board Meeting provided that (without prejudice to any quorum requirements) at least two Supervisory Board Members are physically present at a Supervisory Board Meeting held in person or participate in person in a Supervisory Board Meeting held under Article 13.12. In the case of an equality of votes, the Chairman will have a second or casting vote.

13.12 The Supervisory Board can only validly debate and take decisions if at least half of the Supervisory Board Members are present or represented. Decisions of the Supervisory Board shall be adopted by a simple majority of the Supervisory Board Members present or represented.

13.13 A Supervisory Board Member or his Supervisory Board Member's Representative may validly participate in a Supervisory Board Meeting through the medium of video-conferencing equipment or telecommunication means allowing the identification of each participating Supervisory Board Member. These means must have technical features which ensure an effective participation in the meeting allowing all the persons taking part in the meeting to hear one another on a continuous basis and allowing an effective participation of such persons in the meeting. A person participating in this way is deemed to be present in person at the meeting and shall be counted in the quorum and entitled to vote. Subject to Luxembourg Law, all business transacted in this way by the Supervisory Board Members shall, for the purposes of these Articles, be deemed to be validly and effectively transacted at a Supervisory Board Meeting, notwithstanding that fewer than the number of Supervisory Board Members (or their representatives) required to constitute a quorum are physically present in the same place. A meeting held in this way is deemed to be held at the Registered Office.

13.14 A resolution in writing signed by all the Supervisory Board Members (or in relation to any Supervisory Board Member, his Supervisory Board Member's Representative) shall be as valid and effective as if it had been passed at a Supervisory Board Meeting duly convened and held and may consist of one or several documents in the like form each signed by or on behalf of one or more of the Supervisory Board Members concerned.

13.15 The minutes of a Supervisory Board Meeting shall be signed by and extracts of the minutes of a Supervisory Board Meeting may be certified by any Supervisory Board Member present at the Meeting.

14. Shareholders' resolutions.

14.1 A meeting of Shareholders (a "Shareholders' Meeting") shall have such powers as are vested in it pursuant to these Articles or the Laws, and shall not have any powers reserved to the Manager, subject as provided by the Law. As envisaged by Article 111 of the 1915 Law, the Shareholders' Meeting shall adopt and ratify measures affecting the interests of the Company vis-a-vis third parties or amending the Articles only with the agreement of the Manager (other than any resolution pursuant to Articles 9.3 and 14.6).

14.2 Each Shareholder shall have one vote for every Share of which he is the holder.

14.3 Subject as provided by the 1915 Law and Articles 14.1, 14.4, 14.5, 14.6, 14.7 and 16, Shareholders' Resolutions are only valid if they are passed by a majority of the votes cast, irrespective of the number of Shares represented.

14.4 No decision of a Shareholders' Meeting shall be validly taken without the affirmative vote of the Manager, excluding any resolution described in Articles 9.3 and 14.6.

14.5 Shareholders may not change the nationality of the Company or oblige any of the Shareholders to increase their commitment to the Company otherwise than by unanimous vote of the Shareholders.

14.6 Any resolution of the Shareholders' Meeting to remove or appoint the Manager or to reduce the Authorised Capital and/or in either case, to change the Articles to give effect thereto, requires the unanimous vote in favour of all the Limited Shareholders. For the avoidance of doubt, this Article 14.6 will not apply to the passing of a resolution at the request of an Unlimited Shareholder.

14.7

14.7.1 An extraordinary Shareholders' Meeting convened to amend any provisions of the Articles shall not validly deliberate unless (a) at least one half of the Shares are represented and (b) the agenda indicates the proposed amendments to the Articles and, where applicable, the text of those which concern the objects or the form of the Company.

14.7.2 If the first of the conditions in Article 14.7.1 is not satisfied, a second meeting may be convened, in the manner prescribed by the Articles or by the 1915 Law. That convening notice shall reproduce the agenda and indicate the date and the results of the previous meeting. The second meeting shall validly deliberate regardless of the proportion of the Shares represented.

14.7.3 At both meetings, resolutions, in order to be adopted, must be carried by at least two-third of the votes cast, unless otherwise provided for in these Articles. Votes cast shall not include votes attaching to Shares in respect of which the Shareholder has not taken part in the vote or has abstained or has returned a blank or invalid vote.

14.8 A Shareholders' Meeting may validly debate and take decisions without complying with all or any of the convening requirements and formalities if all the Shareholders have waived the relevant convening requirements and formalities either in writing or, at the relevant Shareholders' Meeting, in person or by an authorised representative.

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

14.10 Each Shareholder may vote through voting forms in the manner set out in the convening notice in relation to a Shareholders' Meeting. The Shareholders may only use voting forms provided by the Company and which contain at least the place, date and time of the meeting, the agenda of the meeting, the proposal submitted to the decision of the meeting, as well as for each proposal three boxes allowing the Shareholder to vote in favour, against, or abstain from voting on each proposed resolution by ticking the appropriate box. Voting forms which show neither a vote in favour, nor against the resolution, nor an abstention, shall be void. The Company will only take into account voting forms received three (3)

days prior to the Shareholders' Meeting to which they relate and which comply with the requirements set out on the convening notice.

14.11 The Shareholders are entitled to participate in a Shareholders' Meeting by videoconference or by telecommunications means allowing their identification, and are deemed to be present for the calculation of quorum and majority conditions and voting. These means must have technical features which ensure an effective participation in the meeting where deliberations shall be online without interruption.

14.12 The Manager shall have the powers and obligations to adjourn a Shareholders' Meeting as set out in the 1915 Law.

14.13 The Annual Shareholders' Meeting of the Company will be held on second Wednesday of May at 11:30 a.m. in each year in the City of Luxembourg.

14.14 The Manager and the Supervisory Board or the Auditors may convene a Shareholders' Meeting. They shall be obliged to convene it so that it is held within a period of one month if Shareholders representing one-tenth of the capital require this in writing with an indication of the agenda.

14.15 Convening notices for every Shareholders' Meeting shall contain the agenda and shall take the form of announcements published twice, with a minimum interval of eight days, and eight days before the meeting, in the Memorial and in a Luxembourg newspaper. Notices by mail shall be sent eight days before the Meeting to registered Shareholders, but no proof need be given that this formality has been complied with. Where all the Shares are in registered form, the convening notices may be made only by registered letters.

14.16 One or more of the Shareholders who together hold at least ten percent of the subscribed capital may request that one or more additional items be put on the agenda of any Shareholders' Meeting. Such a request shall be sent to the Registered Office by registered mail, at least five days prior to the meeting.

15. Business year. The Company's financial year starts on 1st January and ends on the 31st December of each year provided that, as a transitional measure, the first financial year of the Company starts on the date of its incorporation and ends on the following 31 December (all dates inclusive).

16. Distributions on shares and Tracking.

16.1 The Company will maintain Manager Capital Accounts for each Limited Shareholder and will allocate Holding Shares to each Limited Shareholder in his Manager Capital Accounts.

16.2 The allocation of Holding Shares to the Manager Capital Accounts as at the date of adoption of these Articles shall be made in accordance with a Shareholders' Agreement. For the avoidance of doubt, at the date of adoption of these Articles:

16.2.1 two hundred and sixty-eight thousand seven hundred and fifty (268,750) Class C1 Shares, two hundred and sixty-eight thousand seven hundred and fifty (268,750) Class C2 Shares, two hundred and sixty-eight thousand seven hundred and fifty (268,750) Class C3 Shares, two hundred and sixty-eight thousand seven hundred and fifty (268,750) Class C4 Shares, two hundred and sixty-eight thousand seven hundred and fifty (268,750) Class C5 Shares two hundred and sixty-eight thousand seven hundred and fifty (268,750) Class C6 Shares, two hundred and sixty-eight thousand seven hundred and fifty (268,750) Class C7 Shares, two hundred and sixty-eight thousand seven hundred and fifty (268,750) Class C8 Shares, two hundred and sixty-eight thousand seven hundred and fifty (268,750) Class C9 Shares, two hundred and sixty-eight thousand seven hundred and fifty (268,750) Class C10 Shares in Holding are allocated to the holders of the Class MA Shares;

16.2.2 ninety thousand two hundred and twenty-four (90,224) Class C1 Shares, ninety thousand two hundred and twenty-four (90,224) Class C2 Shares, ninety thousand two hundred and twenty-four (90,224) Class C3 Shares, ninety thousand two hundred and twenty-four (90,224) Class C4 Shares, ninety thousand two hundred and twenty-four (90,224) Class C5 Shares, ninety thousand two hundred and twenty-four (90,224) Class C6 Shares, ninety thousand two hundred and twenty-two (90,222) Class C7 Shares, ninety thousand two hundred and twenty-two (90,222) Class C8 Shares, ninety thousand two hundred and twenty-two (90,222) Class C9 Shares, ninety thousand two hundred and twenty-two (90,222) Class C10 Shares in Holding are allocated to the holders of the Class MB Shares;

16.2.3 one hundred and sixty-eight thousand nine hundred and twenty-nine (168,929) Class C1 Shares, one hundred and sixty-eight thousand nine hundred and twenty-nine (168,929) Class C2 Shares, one hundred and sixty-eight thousand nine hundred and twenty-nine (168,929) Class C3 Shares, one hundred and sixty-eight thousand nine hundred and twenty-nine (168,929) Class C4 Shares, one hundred and sixty-eight thousand nine hundred and twenty-nine (168,929) Class C5 Shares, one hundred and sixty-eight thousand nine hundred and twenty-nine (168,929) Class C6 Shares, one hundred and sixty-eight thousand nine hundred and twenty-eight (168,928) Class C7 Shares, one hundred and sixty-eight thousand nine hundred and twenty-eight (168,928) Class C8 Shares, one hundred and sixty-eight thousand nine hundred and twenty-eight (168,928) Class C9 Shares, one hundred and sixty-eight thousand nine hundred and twenty-eight (168,928) Class C10 Shares in Holding are allocated to the holders of the Class MC Shares;

16.2.4 seventy-three thousand five hundred and seventy-one (73,571) Class D1 Shares, seventy-three thousand five hundred and seventy-one (73,571) Class D2 Shares, seventy-three thousand five hundred and seventy-one (73,571) Class D3 Shares, seventy-three thousand five hundred and seventy-one (73,571) Class D4 Shares, seventy-three thousand five hundred and seventy-one (73,571) Class D5 Shares, seventy-three thousand five hundred and seventy-one (73,571) Class

16.2.12 thirty-one thousand two hundred and fifty (31,250) Class D1 Shares, thirty-one thousand two hundred and fifty (31,250) Class D2 Shares, thirty-one thousand two hundred and fifty (31,250) Class D3 Shares, thirty-one thousand two hundred and fifty (31,250) Class D4 Shares, thirty-one thousand two hundred and fifty (31,250) Class D5 Shares, thirty-one thousand two hundred and fifty (31,250) Class D6 Shares, thirty-one thousand two hundred and fifty (31,250) Class D7 Shares, thirty-one thousand two hundred and fifty (31,250) Class D8 Shares, thirty-one thousand two hundred

and fifty (31,250) Class D9 Shares, thirty-one thousand two hundred and fifty (31,250) Class D10 Shares in Holding are allocated to the holders of the Class MDI Shares;

16.2.13 thirty-one thousand two hundred and fifty (31,250) Class D1 Shares, thirty-one thousand two hundred and fifty (31,250) Class D2 Shares, thirty-one thousand two hundred and fifty (31,250) Class D3 Shares, thirty-one thousand two hundred and fifty (31,250) Class D4 Shares, thirty-one thousand two hundred and fifty (31,250) Class D5 Shares, thirty-one thousand two hundred and fifty (31,250) Class D6 Shares, thirty-one thousand two hundred and fifty (31,250) Class D7 Shares, thirty-one thousand two hundred and fifty (31,250) Class D8 Shares, thirty-one thousand two hundred and fifty (31,250) Class D9 Shares, thirty-one thousand two hundred and fifty (31,250) Class D10 Shares in Holding are allocated to the holders of the Class MDJ Shares;

16.2.14 thirty-one thousand two hundred and fifty (31,250) Class D1 Shares, thirty-one thousand two hundred and fifty (31,250) Class D2 Shares, thirty-one thousand two hundred and fifty (31,250) Class D3 Shares, thirty-one thousand two hundred and fifty (31,250) Class D4 Shares, thirty-one thousand two hundred and fifty (31,250) Class D5 Shares, thirty-one thousand two hundred and fifty (31,250) Class D6 Shares, thirty-one thousand two hundred and fifty (31,250) Class D7 Shares, thirty-one thousand two hundred and fifty (31,250) Class D8 Shares, thirty-one thousand two hundred and fifty (31,250) Class D9 Shares, thirty-one thousand two hundred and fifty (31,250) Class D10 Shares in Holding are allocated to the holders of the Class MDK Shares.

16.3 In the event of a purchase of Holding Shares pursuant to Section 4.1 of a Shareholders Agreement at the instigation of a Limited Shareholder and for which purchase the Limited Shareholder provides funding in accordance with that Shareholders' Agreement, the Holding Shares so purchased shall be allocated to the Manager Capital Account of the instigating Limited Shareholder and the figures in Article 16.2 shall be deemed to be updated accordingly.

16.4 In the event of a sale of Holding Shares pursuant to Section 5.2 or Section 5.3 of a Shareholders Agreement at the instigation of a Limited Shareholder, the Holding Shares sold by the Company at the instigation of the Limited Shareholder (the "Specified Holding Shares") shall be deemed for the purposes of these Articles to have been sold out of the Allocated Holding Shares in relation to that Limited Shareholder and accordingly the Holding Shares allocated to that Limited Shareholder in his Manager Capital Account will be reduced and the figures in Article 16.2 shall be deemed to be updated accordingly. At the election made by the instigating Limited Shareholder in accordance with Section 10.5 of a Shareholders Agreement either

16.4.1 the net proceeds of the sale of the Specified Holding Shares (the "Sale Proceeds") shall be distributed in accordance with Article 6 to the instigating Limited Shareholder within 45 days of receipt of such Sale Proceeds by the Company and subject as may be provided in section 10.1 (f) of a Shareholders Agreement; or

16.4.2 the relevant Limited Shareholder shall transfer (a "Sale Transfer") all the Shares held by it to which the Specified Holding Shares correspond pursuant to Article 16.7 in accordance with Section 10.5 of a Shareholders Agreement (subject as may be provided in section 10.1(f) of a Shareholders Agreement) and upon payment for those Shares pursuant to Section 10.5 of a Shareholders Agreement, the relevant Limited Shareholder shall cease to have any entitlement to or rights in respect of those Sale Proceeds. At the election of the transferee in respect of those Shares, the Shares transferred may be converted to a separate class of Shares (the "Sale Converted Shares") and the Shareholders shall pass such resolutions as the Manager reasonably requires to give effect to such conversion. Following the Sale Transfer, the Shares transferred or the Sale Converted Shares as appropriate shall be repurchased and cancelled at the election of the holder thereof (a "Sale Redemption") at their nominal value; the Shareholders shall pass such resolutions as the Manager reasonably requires to give effect to such Sale Redemption.

16.5 In the event of a sale of Holding Shares pursuant to the drag along rights in Section 5.3 of a Holding Shareholders Agreement which have been allocated to a Limited Shareholder (the "Drag Along Holding Shares" and the "Drag Along Limited Shareholder" respectively) the Drag Along Holding Shares shall be deemed for the purposes of these Articles to have been sold out of the Allocated Holding Shares in relation to that Drag Along Limited Shareholder and accordingly the Holding Shares allocated to that Drag Along Limited Shareholder in his Manager Capital Account will be reduced and the figures in Article 16.2 shall be deemed to be updated accordingly. At the election made by the Drag Along Limited Shareholder in accordance with Section 10.5 of a Shareholders Agreement either:

16.5.1 the net proceeds of the sale of the Drag Along Holding Shares (the "Drag Along Proceeds") shall be distributed in accordance with Article 6 to the Drag Along Limited Shareholder within 45 days of receipt of such Drag Along Proceeds by the Company and subject as may be provided in section 10.1 (f) of a Shareholders Agreement; or

16.5.2 the relevant Drag Along Limited Shareholder shall transfer (a "Drag Along Transfer") all the Shares held by it to which the Drag Along Holding Shares correspond pursuant to Article 16.7 in accordance with Section 10.5 of a Shareholders Agreement (subject as may be provided in section 10.1(f) of a Shareholders Agreement) and upon payment for those Shares pursuant to Section 10.5 of a Shareholders Agreement, the relevant Drag Along Limited Shareholder shall cease to have any entitlement to or rights in respect of those Drag Along Proceeds. At the election of the transferee in respect of those Shares, the Shares transferred may be converted to a separate class of Shares (the "Drag Along Converted Shares") and the Shareholders shall pass such resolutions as the Manager reasonably requires to give effect to such conversion. Following the Drag Along Transfer, the Shares transferred or the Drag Along Converted Shares as appropriate shall be repurchased and cancelled at the election of the holder thereof (a "Drag Along Redemption") at their

nominal value; the Shareholders shall pass such resolutions as the Manager reasonably requires to give effect to such Drag Along Redemption.

16.6 To the extent that the Company receives any proceeds of any IPO in respect of Allocated Holding Shares, then at the election made by the instigating Limited Shareholder in accordance with Section 10.5 of a Shareholders Agreement either:

16.6.1 the net proceeds (the "IPO Proceeds") shall be distributed in accordance with Article 6 to the instigating Limited Shareholder within 45 days of receipt of such IPO Proceeds by the Company and subject as may be provided in section 10.1 (f) of a Shareholders Agreement; or

16.6.2 the relevant Limited Shareholder shall transfer (an "IPO Transfer") all the Shares held by it to which the Specified Holding Shares correspond pursuant to Article 16.7 in accordance with Section 10.5 of a Shareholders Agreement (subject as may be provided in section 10.1(f) of a Shareholders Agreement) and upon payment for those Shares pursuant to Section 10.5 of a Shareholders Agreement, the relevant Limited Shareholder shall cease to have any entitlement to or rights in respect of IPO Sale Proceeds. At the election of the transferee in respect of those Shares, the Shares transferred may be converted to a separate class of Shares (the "IPO Converted Shares") and the Shareholders shall pass such resolutions as the Manager reasonably requires to give effect to such conversion. Following the IPO Transfer, the Shares transferred or the IPO Converted Shares as appropriate shall be repurchased and cancelled at the election of the holder thereof (an "IPO Redemption") at their nominal value; the Shareholders shall pass such resolutions as the Manager reasonably requires to give effect to such IPO Redemption.

16.7 For the purposes of determining which Holding Shares correspond to which Shares for the purposes of these Articles:

16.7.1 the Class MA Shares, the Class MB Shares and the Class MC Shares correspond to the Class C Holding Shares and the Class MD Shares correspond to the Class D Holding Shares;

16.7.2 Class MN Shares may correspond to Class C Holding Shares or Class D Holding Shares depending on how any Class MN Shares are allocated by the Manager to a Limited Shareholder's Manager Capital Account;

16.7.3 reference shall be made to a Limited Shareholder's Manager Capital Account so that, for example, 100 Class MA Shares in a Limited Shareholder's Manager Capital Account will correspond to 100 Class C shares in Holding.

16.8 This Article 16.8 shall apply if the Company receives payment of any distribution in respect of any Holding Shares (the "Underlying Holding Shares") other than in circumstances in which Articles 16.4, 16.5, 16.6 apply. The Company shall apply the net proceeds of any such distribution as payment to be made upon a Share Redemption. Upon the Share Redemption, a Shareholder holding Shares which correspond to the Underlying Holding Shares will be entitled to a payment equal to the net amount received by the Company in respect of the distribution on those Underlying Holding Shares to which the Shares of that Shareholder correspond as determined by reference to that Shareholder's Manager Capital Account.

16.9 Any Distributions will in all cases be made subject to any applicable law and to the provisions of any Shareholders' Agreement. In calculating the amount to be payable under the provisions of Articles 5, 16 and 6, the Manager may (to the extent that all Limited Shareholders are treated similarly) make adequate provision for a Limited Shareholder's pro rata share of any present or future contemplated obligations or contingencies.

16.10 From the net profits of the Company determined in accordance with Luxembourg Law, 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.

16.11 Subject to the provisions of Luxembourg Law, the Articles and any Shareholders' Agreement, the Company may by resolution of the Shareholders declare dividends in accordance with the respective rights of the Shareholders.

16.12 The Manager as appropriate may decide to pay interim dividends to the Shareholder(s) in accordance with their respective rights 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 1915 Law or these Articles and that (ii) any such distributed sums which do not correspond to profits actually earned may be recovered from the relevant Shareholder(s).

16.13 In the event that a dividend is declared in accordance with these Articles, then the following provisions will apply in relation to that dividend unless waived by the Shareholders and subject always to Articles 16.4, 16.5, 16.6 and 16.8:

16.13.1 First, the holders of Class 1 Shares shall be granted a right to receive, pro rata, a preferred dividend representing 0.25% of the nominal value of the Shares issued by the Company. The holders of Class 2 Shares shall be granted a right to receive, pro rata, a preferred dividend representing 0.30% of the nominal value of the Shares issued by the Company. The holders of Class 3 Shares shall be granted a right to receive, pro rata, a preferred dividend representing 0.35% of the nominal value of the Shares issued by the Company. The holders of Class 4 Shares shall be granted a right to receive, pro rata, a preferred dividend representing 0.40% of the nominal value of the Shares issued by the Company. The holders of Class 5 Shares shall be granted a right to receive, pro rata, a preferred dividend representing 0.45% of the nominal value of the Shares issued by the Company. The holders of Class 6 Shares shall be granted a right to receive, pro rata, a preferred

dividend representing 0.50% of the nominal value of the Shares issued by the Company. The holders of Class 7 Shares shall be granted a right to receive, pro rata, a preferred dividend representing 0.55% of the nominal value of the Shares issued by the Company. The holders of Class 8 Shares shall be granted a right to receive, pro rata, a preferred dividend representing 0.60% of the nominal value of the Shares issued by the Company. The holders of Class 9 Shares shall be granted a right to receive, pro rata, a preferred dividend representing 0.65% of the nominal value of the Shares issued by the Company.

16.13.2 For the avoidance of doubt, the payments to be made under Article 16.13.1 are to be made on a pari passu basis between the holders of the relevant class of Shares subject always to Articles 16.4, 16.5, 16.6 and 16.8.

16.13.3 After the dividend set out under Article 16.13.1 above, all remaining income to be paid by way of dividend (the "Excess") if any, shall be paid to the holders of Class 10 Shares or if the Class 10 Shares have been cancelled and do not exist anymore, to the holders of the Class 9 Shares; or if the Class 9 Shares have been cancelled and do not exist anymore, to the holders of the Class 8 Shares; or if the Class 8 Shares have been cancelled and do not exist anymore, to the holders of the Class 7 Shares; or if the Class 7 Shares have been cancelled and do not exist anymore, to the holders of the Class 6 Shares; or if the Class 6 Shares have been cancelled and do not exist anymore, to the holders of the Class 5 Shares; or if the Class 5 Shares have been cancelled and do not exist anymore, to the holders of the Class 4 Shares; or if the Class 4 Shares have been cancelled and do not exist anymore, to the holders of the Class 3 Shares; or if the Class 3 Shares have been cancelled and do not exist anymore, to the holders of the Class 2 Shares; or if the Class 2 Shares have been cancelled and do not exist anymore, to the holder of the Class 1 Shares.

For the avoidance of doubt, the payments to be made under Article 16.13.3 are to be made on a pari passu basis between the holders of the relevant classes of Shares subject always to Articles 16.4, 16.5, 16.6 and 16.8.

17. Dissolution and Liquidation. The liquidation of the Company shall be decided by a Shareholders' Meeting by a resolution adopted in accordance with the conditions required for the amendment of the Articles and in accordance with Luxembourg Law.

18. Interpretation and Luxembourg law.

18.1 In these Articles:

a reference to:

- (a) one gender shall include each gender;
- (b) (unless the context otherwise requires) the singular shall include the plural and vice versa;
- (c) a "person" includes a reference to any individual, firm, company, corporation or other body corporate, government, state or agency of a state or any joint venture, association or partnership, works council or employee representative body (whether or not having a separate legal personality);
- (d) a statutory provision or statute includes all modifications thereto and all re-enactments (with or without modifications) thereof.

the words "include" or "including" shall be deemed to be followed by the words "without limitation" and general words shall not be given a restrictive meaning by reason of their being preceded or followed by word indicating a particular class of acts, matters or things or by examples falling within the general words;

the headings to these Articles do not affect their interpretation or construction.

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

"Allocated Holding Shares" means the Holding Shares allocated to a Limited Shareholders' Manager Capital Account from time to time.

"Alphabetical Series" means the Class MA Shares, the Class MB Shares, the Class MC Shares, the Class MD Shares and any Class MN Shares as the case may be.

"Available Amount" means the maximum amount distributable as permitted by Luxembourg Law (including section 72.1 of the 1915 Law) but not so as to exceed the cash held by the Company at the relevant time.

"Class 1 Shares" means the Class MA1 Shares, the Class MB1 Shares, the Class MC1 Shares, the Class MD1 Shares and any Class MN1 Shares.

"Class 2 Shares" means the Class MA2 Shares, the Class MB2 Shares, the Class MC2 Shares, the Class MD2 Shares and any Class MN2 Shares.

"Class 3 Shares" means the Class MA3 Shares, the Class MB3 Shares, the Class MC3 Shares, the Class MD3 Shares and any Class MN3 Shares.

"Class 4 Shares" means the Class MA4 Shares, the Class MB4 Shares, the Class MC4 Shares, the Class MD4 Shares and any Class MN4 Shares.

"Class 5 Shares" means the Class MA5 Shares, the Class MB5 Shares, the Class MC5 Shares, the Class MD5 Shares and any Class MN5 Shares.

"Class 6 Shares" means the Class MA6 Shares, the Class MB6 Shares, the Class MC6 Shares, the Class MD6 Shares and any Class MN6 Shares.

"Class 7 Shares" means the Class MA7 Shares, the Class MB7 Shares, the Class MC7 Shares, the Class MD7 Shares and any Class MN7 Shares.

"Class 8 Shares" means the Class MA8 Shares, the Class MB8 Shares, the Class MC8 Shares, the Class MD8 Shares and any Class MN8 Shares.

"Class 9 Shares" means the Class MA9 Shares, the Class MB9 Shares, the Class MC9 Shares, the Class MD9 Shares and any Class MN9 Shares.

"Class 10 Shares" means the Class MA10 Shares, the Class MB10 Shares, the Class MC10 Shares, the Class MD10 Shares and any Class MN10 Shares.

"Class C Holding Shares" means class C shares in the capital of Holding.

"Class D Holding Shares" means class D shares in the capital of Holding.

"Class MA Shares" mean the Class MA1 Shares, the Class MA2 Shares, the Class MA3 Shares, the Class MA4 Shares, the Class MA5 Shares, the Class MA6 Shares, the Class MA7 Shares, the Class MA8 Shares, the Class MA9 Shares and the Class MA10 Shares.

"Class MB Shares" mean the Class MB1 Shares, the Class MB2 Shares, the Class MB3 Shares, the Class MB4 Shares, the Class MB5 Shares, the Class MB6 Shares, the Class MB7 Shares, the Class MB8 Shares, the Class MB9 Shares and the Class MB10 Shares.

"Class MC Shares" mean the Class MC1 Shares, the Class MC2 Shares, the Class MC3 Shares, the Class MC4 Shares, the Class MC5 Shares, the Class MC6 Shares, the Class MC7 Shares, the Class MC8 Shares, the Class MC9 Shares and the Class MC10 Shares.

"Class MD Shares" mean the Class MD1 Shares, the Class MD2 Shares, the Class MD3 Shares, the Class MD4 Shares, the Class MD5 Shares, the Class MD6 Shares, the Class MD7 Shares, the Class MD8 Shares, the Class MD9 Shares and the Class MD10 Shares.

"Class MDA Shares" means the Class MDA1 Shares, the Class MDA2 Shares, the Class MDA3 Shares, the Class MDA4 Shares, the Class MDA5 Shares, the Class MDA6 Shares, the Class MDA7 Shares, the Class MDA8 Shares, the Class MDA9 Shares and the Class MDA10 Shares.

"Class MDB Shares" means the Class MDB1 Shares, the Class MDB2 Shares, the Class MDB3 Shares, the Class MDB4 Shares, the Class MDB5 Shares, the Class MDB6 Shares, the Class MDB7 Shares, the Class MDB8 Shares, the Class MDB9 Shares and the Class MDB10 Shares.

"Class MDC Shares" means the Class MDC1 Shares, the Class MDC2 Shares, the Class MDC3 Shares, the Class MDC4 Shares, the Class MDC5 Shares, the Class MDC6 Shares, the Class MDC7 Shares, the Class MDC8 Shares, the Class MDC9 Shares and the Class MDC10 Shares.

"Class MDD Shares" means the Class MDD1 Shares, the Class MDD2 Shares, the Class MDD3 Shares, the Class MDD4 Shares, the Class MDD5 Shares, the Class MDD6 Shares, the Class MDD7 Shares, the Class MDD8 Shares, the Class MDD9 Shares and the Class MDD10 Shares.

"Class MDE Shares" means the Class MDE1 Shares, the Class MDE2 Shares, the Class MDE3 Shares, the Class MDE4 Shares, the Class MDE5 Shares, the Class MDE6 Shares, the Class MDE7 Shares, the Class MDE8 Shares, the Class MDE9 Shares and the Class MDE10 Shares.

"Class MDF Shares" means the Class MDF1 Shares, the Class MDF2 Shares, the Class MDF3 Shares, the Class MDF4 Shares, the Class MDF5 Shares, the Class MDF6 Shares, the Class MDF7 Shares, the Class MDF8 Shares, the Class MDF9 Shares and the Class MDF10 Shares.

"Class MDG Shares" means the Class MDG1 Shares, the Class MDG2 Shares, the Class MDG3 Shares, the Class MDG4 Shares, the Class MDG5 Shares, the Class MDG6 Shares, the Class MDG7 Shares, the Class MDG8 Shares, the Class MDG9 Shares and the Class MDG10 Shares.

"Class MDH Shares" means the Class MDH1 Shares, the Class MDH2 Shares, the Class MDH3 Shares, the Class MDH4 Shares, the Class MDH5 Shares, the Class MDH6 Shares, the Class MDH7 Shares, the Class MDH8 Shares, the Class MDH9 Shares and the Class MDH10 Shares.

"Class MDI Shares" means the Class MDI1 Shares, the Class MDI2 Shares, the Class MDI3 Shares, the Class MDI4 Shares, the Class MDI5 Shares, the Class MDI6 Shares, the Class MDI7 Shares, the Class MDI8 Shares, the Class MDI9 Shares and the Class MDI10 Shares.

"Class MDJ Shares" means the Class MDJ1 Shares, the Class MDJ2 Shares, the Class MDJ3 Shares, the Class MDJ4 Shares, the Class MDJ5 Shares, the Class MDJ6 Shares, the Class MDJ7 Shares, the Class MDJ8 Shares, the Class MDJ9 Shares and the Class MDJ10 Shares.

"Class MDK Shares" means the Class MDK1 Shares, the Class MDK2 Shares, the Class MDK3 Shares, the Class MDK4 Shares, the Class MDK5 Shares, the Class MDK6 Shares, the Class MDK7 Shares, the Class MDK8 Shares, the Class MDK9 Shares and the Class MDK10 Shares.

"Class MNH Shares" means the Class MNH1 Shares, the Class MNH2 Shares, the Class MNH3 Shares, the Class MNH4 Shares, the Class MNH5 Shares, the Class MNH6 Shares, the Class MNH7 Shares, the Class MNH8 Shares, the Class MNH9 Shares and the Class MNH10 Shares (in each case if any are in issue at the relevant time).

"Class MNI Shares" means the Class MNI1 Shares, the Class MNI2 Shares, the Class MNI3 Shares, the Class MNI4 Shares, the Class MNI5 Shares, the Class MNI6 Shares, the Class MNI7 Shares, the Class MNI8 Shares, the Class MNI9 Shares and the Class MNI10 Shares (in each case if any are in issue at the relevant time).

"Class MNJ Shares" means the Class MNJ1 Shares, the Class MNJ2 Shares, the Class MNJ3 Shares, the Class MNJ4 Shares, the Class MNJ5 Shares, the Class MNJ6 Shares, the Class MNJ7 Shares, the Class MNJ8 Shares, the Class MNJ9 Shares and the Class MNJ10 Shares (in each case if any are in issue at the relevant time).

"Class MNK Shares" means the Class MNK1 Shares, the Class MNK2 Shares, the Class MNK3 Shares, the Class MNK4 Shares, the Class MNK5 Shares, the Class MNK6 Shares, the Class MNK7 Shares, the Class MNK8 Shares, the Class MNK9 Shares and the Class MNK10 Shares (in each case if any are in issue at the relevant time).

"Class MN1 Shares" mean the Class MNA1 Shares, the Class MNB1 Shares, the Class MNC1 Shares, the Class MND1 Shares, the Class MNE1 Shares, the Class MNF1 Shares, the Class MNG1 Shares, the Class MNH1 Shares, the Class MNI1 Shares, the Class MNJ1 Shares and the Class MNK1 Shares (in each case if any are in issue at the relevant time).

"Class MN2 Shares" mean the Class MNA2 Shares, the Class MNB2 Shares, the Class MNC2 Shares, the Class MND2 Shares, the Class MNE2 Shares, the Class MNF2 Shares, the Class MNG2 Shares, the Class MNH2 Shares, the Class MNI2 Shares, the Class MNJ2 Shares and the Class MNK2 Shares (in each case if any are in issue at the relevant time).

"Class MN3 Shares" mean the Class MNA3 Shares, the Class MNB3 Shares, the Class MNC3 Shares, the Class MND3 Shares, the Class MNE3 Shares, the Class MNF3 Shares, the Class MNG3 Shares, the Class MNH3 Shares, the Class MNI3 Shares, the Class MNJ3 Shares and the Class MNK3 Shares (in each case if any are in issue at the relevant time).

"Class MN4 Shares" mean the Class MNA4 Shares, the Class MNB4 Shares, the Class MNC4 Shares, the Class MND4 Shares, the Class MNE4 Shares, the Class MNF4 Shares, the Class MNG4 Shares, the Class MNH4 Shares, the Class MNI4 Shares, the Class MNJ4 Shares and the Class MNK4 Shares (in each case if any are in issue at the relevant time).

"Class MN5 Shares" mean the Class MNA5 Shares, the Class MNB5 Shares, the Class MNC5 Shares, the Class MND5 Shares, the Class MNE5 Shares, the Class MNF5 Shares, the Class MNG5 Shares, the Class MNH5 Shares, the Class MNI5 Shares, the Class MNJ5 Shares and the Class MNK5 Shares (in each case if any are in issue at the relevant time).

"Class MN6 Shares" mean the Class MNA6 Shares, the Class MNB6 Shares, the Class MNC6 Shares, the Class MND6 Shares, the Class MNE6 Shares, the Class MNF6 Shares, the Class MNG6 Shares, the Class MNH6 Shares, the Class MNI6 Shares, the Class MNJ6 Shares and the Class MNK6 Shares (in each case if any are in issue at the relevant time).

"Class MN7 Shares" mean the Class MNA7 Shares, the Class MNB7 Shares, the Class MNC7 Shares, the Class MND7 Shares, the Class MNE7 Shares, the Class MNF7 Shares, the Class MNG7 Shares, the Class MNH7 Shares, the Class MNI7 Shares, the Class MNJ7 Shares and the Class MNK7 Shares (in each case if any are in issue at the relevant time).

"Class MN8 Shares" mean the Class MNA8 Shares, the Class MNB8 Shares, the Class MNC8 Shares, the Class MND8 Shares, the Class MNE8 Shares, the Class MNF8 Shares, the Class MNG8 Shares, the Class MNH8 Shares, the Class MNI8 Shares, the Class MNJ8 Shares and the Class MNK8 Shares (in each case if any are in issue at the relevant time).

"Class MN9 Shares" mean the Class MNA9 Shares, the Class MNB9 Shares, the Class MNC9 Shares, the Class MND9 Shares, the Class MNE9 Shares, the Class MNF9 Shares, the Class MNG9 Shares, the Class MNH9 Shares, the Class MNI9 Shares, the Class MNJ9 Shares and the Class MNK9 Shares (in each case if any are in issue at the relevant time).

"Class MN10 Shares" mean the Class MNA10 Shares, the Class MNB10 Shares, the Class MNC10 Shares, the Class MND10 Shares, the Class MNE10 Shares, the Class MNF10 Shares, the Class MNG10 Shares, the Class MNH10 Shares, the Class MNI10 Shares, the Class MNJ10 Shares and the Class MNK10 Shares (in each case if any are in issue at the relevant time).

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

"Drag Along Redemption" has the meaning set out in Article 16.5.2.

"Distributions" means any payments by the Company to any of its Shareholders by way of annual or interim dividends and/or dividends, in relation to any cancellation, redemption and/or repurchase of shares and/or repayment of share premium and/or upon a dissolution or liquidation.

"Fair Market Value" has the meaning set out in any Shareholders' Agreement.

"Group" shall mean Holding and its direct and indirect Subsidiaries, including A2A Coriance SAS and its Subsidiaries, and "member of the Group" shall be construed accordingly

"Holding" means Atom Holding S.à r.l., incorporated in Luxembourg, registered number B170, 152.

"Holding Shareholders' Agreement" means any shareholders' agreement relating to Holding to which the Company is a party as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

"Holding Numerical Class" means the various numbered classes of Holding Shares.

"Holding Shares" means shares in the capital of Holding.

"Interim Accounts" are management accounts of the Company.

"IPO Redemption" has the meaning set out in Article 16.6.2.

"Limited Shares" mean the Class MA Shares, the Class MB Shares, the Class MC Shares, the Class MD Shares and any Class MN Shares in issue from time to time and "Limited Share" shall be construed accordingly.

"Limited Shareholders" means the holders at the relevant time of the Limited Shares and "Limited Shareholder" shall be construed accordingly.

"Manager Capital Account" means an account for each Limited Shareholder maintained by the Company.

"Numerical Class" means the various numbered classes of Shares and excluding, for the avoidance of doubt, any Share Converted Shares, Drag Along Converted Shares or IPO Converted Shares.

"Permitted Transferee" of a Shareholder shall mean (a) any Affiliate of or successor entity to such Shareholder, or (b) in the case of a Shareholder who is a natural person, an immediate family member or the trustee of a family trust.

"Redemption Price" equals the amount payable for each Redeemed Share of the relevant class as determined by the Manager in accordance with Article 16 provided that the total Redemption Price payable for all Redeemed Shares upon a Share Redemption must not exceed the Available Amount.

"Sale Redemption" has the meaning set out in Article 16.4.2.

"Shares" means the Unlimited Share and the Limited Shares and "Share" shall be construed accordingly.

"Shareholders" means the holders at the relevant time of the Shares and "Shareholder" shall be construed accordingly.

"Shareholders Agreement" means any shareholders agreement in relation to the Company entered into by the Company, Holding, the Unlimited Shareholder and some or all of the Limited Shareholders as amended, restated, supplemented or otherwise modified from time to time in accordance with the terms thereof.

"Share Redemption" has the meaning set out in Article 6.2 and excludes, for the avoidance of doubt, any Sale Redemptions, Drag Along Redemptions and IPO Redemptions.

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

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

"Transferee" means a Person to which a Transfer is made.

"Unlimited Share" are as defined in Article 5.1.

"Unlimited Shareholder" means the holder at the relevant time of the Unlimited Share.

18.2 In addition to these Articles, the Company is also governed by all applicable provisions of Luxembourg Law.

Costs and Expenses

The costs, expenses, remuneration or charges of any form whatsoever incumbent to the Company and charged to it by reason of the present deed are assessed at three thousand euro.

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

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

The document having been read to the proxyholder(s) of the appearing parties known to the notary by her name, first name, civil status and residence, the proxyholder of the appearing parties signed together with the notary the present deed.

Suit la traduction en français du texte qui précède:

(N.B. Pour des raisons techniques, ladite version française est publiée au Mémorial C-N° 1679 du 12 juillet 2013.)

Signé: F. GIBERT, S. LECOMTE, J. ELVINGER.

Enregistré à Luxembourg Actes Civils le 23 mai 2013. Relation: LAC/2013/23388. Reçu soixante quinze euros (EUR 75,-)

Le Receveur (signé): I. THILL.

Référence de publication: 2013069587/1594.

(130085905) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 mai 2013.