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RECUEIL DES SOCIETES 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.

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Cencan S.A., Société Anonyme.

Capital social: USD 732.430,00.

Siège social: L-1255 Luxembourg, 48, rue de Bragance.

R.C.S. Luxembourg B 23.451.

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In the year two thousand and thirteen, on the twelfth of December,

before Maître Marc Loesch, notary, residing in Mondorf-les-Bains, Grand Duchy of Luxembourg,

there appeared

De Beers, a société anonyme with registered office in L-1255 Luxembourg, 48, rue de Bragance, registered with the Luxembourg Trade and Companies' Register under number B 78.985, (hereafter the "Sole Shareholder"),

here represented by Mr Frank Stolz-Page, private employee, professional address in Mondorf-les-Bains,

by virtue of a proxy under private seal given on 12 December 2013;

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

The appearing party is the sole shareholder of the company established in L-1255 Luxembourg, 48, rue de Bragance, under the denomination of CENCAN S.A. (the "Company"), recorded with the Luxembourg Trade and Companies' Register under number B 23.451, incorporated under the name of PIONEER INVESTMENT TRUST, pursuant to a notarial deed dated 30 th October 1985 and published in the Mémorial C, Recueil Spécial des Sociétés et Associations, number 348 of November 28, 1985.

The Articles of Incorporation have been amended several times and for the last time pursuant to a notarial deed dated June 15, 2004, published in the Mémorial C, Recueil des Sociétés et Associations, number 868 of August 25, 2004.

The Sole Shareholder, represented as stated above, then requests the undersigned notary to record the following resolutions:

First resolution:

The general meeting resolves to increase the share capital of the Company by an amount of ten US dollars (USD 10.-) so as to raise it from its current amount of seven hundred thirty-two thousand four hundred and twenty US dollars (USD 732,420.-) up to seven hundred thirty-two thousand four hundred and thirty US dollars (USD 732,430.-), without issuing new shares.

Payment

Thereupon appeared the Sole Shareholder, represented as stated above, and declared to fully pay up in cash the above mentioned capital increase for a total amount of six hundred and forty-three million, eight hundred and nineteen thousand, three hundred and four US Dollars and eighty-nine cents (USD 643,819,304.89), out of which an amount of ten US Dollars (USD 10.-) is allocated to the share capital of the Company, and the remaining amount i.e. six hundred and forty-three million, eight hundred and nineteen thousand, two hundred and ninety-four US Dollars and eighty-nine cents (USD 643,819,294.89.-) to the share premium account of the Company.

The aggregate amount of six hundred and forty-three million, eight hundred and nineteen thousand, three hundred and four US Dollars and eighty-nine cents (USD 643,819,304.89.-) was thus as from that moment at the free disposal of the Company, evidence thereof having been submitted to the undersigned notary.

Second resolution:

As a consequence of the above resolution, article 5.2 of the articles of incorporation of the Company is amended and will henceforth read as follows:

" **5.2.** The Company has an issued capital of seven hundred thirty-two thousand four hundred and thirty US dollars (USD 732,430.-) represented by two thousand (2,000) shares without par value, all of which have been fully paid up."

Expenses

The expenses, costs, remunerations and charges in any form whatsoever, which shall be borne by the Company as a result of the present deed are estimated to be six thousand five hundred euro (EUR 6,500.-).

WHEREOF, the present notarial deed was drawn up in Mondorf-les-Bains, at the office of the undersigned notary, on the date stated at the beginning of this document.

The undersigned notary who understands and speaks English, states herewith that upon request of the proxyholder of the appearing party, this deed is worded in English, followed by a French version; upon request of the same appearing proxyholder and in case of divergences between the English and the French texts, the English version will be prevailing.

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

Suit la traduction en français du texte qui précède:

L'an deux mille treize, le douze décembre,

par-devant Maître Marc Loesch, notaire de résidence à Mondorf-les-Bains, Grand-Duché de Luxembourg,

a comparu

De Beers, une société anonyme, avec siège social à L-1255 Luxembourg, 48, rue de Bragance, inscrite au Registre de Commerce et des Sociétés de Luxembourg sous la section B, numéro 78.985, (ci-après «l'Actionnaire Unique»),

ici représentée par Monsieur Frank Stolz-Page, employé privé, avec adresse professionnelle à Mondorf-les-Bains,

en vertu d'une procuration sous seing privé donnée le 12 décembre 2013.

La procuration signée ne varietur par le mandataire de la comparante et par le notaire soussigné restera annexée au présent acte pour être soumise avec lui aux formalités de l'enregistrement.

La comparante est le seul et unique actionnaire de la société anonyme établie à L-1255 Luxembourg, 48, rue de Bragance, sous la dénomination de CENCAN S.A. (la «Société»), inscrite au Registre du Commerce et des Sociétés de Luxembourg sous le numéro B 23.451, constituée originairement sous la dénomination de PIONEER INVESTMENT TRUST suivant acte notarié en date du 30 octobre 1985, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 348 du 28 novembre 1985.

Les statuts de ladite société ont été modifiés à plusieurs reprises et en dernier lieu par un acte notarié en date du 15 juin 2004, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 868 du 25 août 2004.

L'Actionnaire Unique, représenté comme indiqué ci-dessus, a ensuite requis le notaire soussigné de prendre acte des résolutions suivantes:

Première résolution:

L'Actionnaire Unique décide d'augmenter le capital social à concurrence de dix US dollars (USD 10,-) pour le porter de son montant actuel de sept cent trente-deux mille quatre cent vingt dollars US (USD 732.420,-) à sept cent trente-deux mille quatre cent trente dollars US (USD 732.430,-) sans émission d'actions nouvelles.

Libération

Ensuite a comparu l'Actionnaire Unique, représenté comme indiqué ci-dessus, qui a déclaré libérer intégralement en espèces l'augmentation de capital décrite ci-dessus pour un montant total de six cent quarante-trois millions huit cent dix-neuf mille trois cent quatre US dollars et quatre-vingt-neuf cents (USD 643,819,304.89), dont un montant de dix US dollars (USD 10.-) est affecté au capital social de la Société et le solde, i.e. six cent quarante-trois millions huit cent dix-neuf mille deux cent quatre-vingt-quatorze US dollars et quatre-vingt-neuf cents (USD 643,819,294.89) sont affectés au compte de prime d'émission.

Le montant total de six cent quarante-trois millions huit cent dix-neuf mille trois cent quatre US dollars et quatre-vingt-neuf cents (USD 643,819,304.89) a dès lors été à la libre disposition de la Société, la preuve ayant été rapportée au notaire soussigné.

Deuxième résolution:

Suite à la résolution qui précède, l'Actionnaire Unique décide de modifier l'article 5.2 des statuts de la Société qui aura désormais la teneur suivante:

" **5.2.** Le capital social émis de la Société est fixé à sept cent trente-deux mille quatre cent trente dollars US (USD 732.430,-), représenté par deux mille (2.000) actions sans désignation de valeur nominale, toutes entièrement libérées."

Dépenses

Les dépenses, coûts, honoraires et charges, sous quelque forme que ce soit, qui seront supportées par la Société comme résultat du présent acte sont estimés à six mille cinq cents euros (EUR 6.500,-).

Dont acte, fait et passé à Mondorf-les-Bains, en l'étude du notaire soussigné, date qu'en tête.

Le notaire soussigné qui comprend et parle l'anglais, constate que sur demande du mandataire de la comparante, le présent acte est rédigé en langue anglaise suivi d'une version française; sur demande du même mandataire et en cas de divergences entre le texte français et le texte anglais, ce dernier fait foi.

Et après lecture faite et interprétation donnée au mandataire de la comparante, ledit mandataire a signé avec le notaire le présent acte.

Signé: F. Stolz-Page, M. Loesch.

Enregistré à Remich, le 16 décembre 2013. REM/2013/2206. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): P. MOLLING.

Pour expédition conforme.

Mondorf-les-Bains, le 7 janvier 2014.

Référence de publication: 2014003531/108.

(140002850) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 janvier 2014.

Agri-Top Holding S.A., Société Anonyme.

Siège social: L-1651 Luxembourg, 15-17, avenue Guillaume.

R.C.S. Luxembourg B 63.113.

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L'an deux mille treize, le seize décembre.

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

S'est réunie

une assemblée générale extraordinaire des actionnaires de la société anonyme «AGRI-TOP HOLDING S.A.», ayant son siège social à L-1651 Luxembourg, 15-17, Avenue Guillaume, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 63.113, constituée suivant acte reçu par Maître Norbert MULLER, alors notaire de résidence à Esch/Alzette, en date du 13 février 1998, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 346 du 14 mai 1998, et dont les statuts ont été modifiés en dernier lieu suivant acte reçu par acte du notaire Maître Jacques DELVAUX, alors notaire de résidence à Luxembourg, en date du 6 octobre 2000, publiée au Mémorial C, Recueil des Sociétés et Associations numéro 275 du 18 avril 2001 (la "Société").

L'assemblée est ouverte à 10.30 heures sous la présidence de Monsieur Mustafa NEZAR, juriste, demeurant professionnellement à Luxembourg.

Le président désigne comme secrétaire Madame Monique DRAUTH, salariée, demeurant professionnellement à Luxembourg.

L'assemblée choisit comme scrutateur Monsieur Alain MARSCHALLIK, conseiller économique, demeurant à L-1531 Luxembourg, 5, rue de la Fonderie.

Le bureau étant ainsi constitué, le Président expose et prie le notaire d'acter:

I. Que les actionnaires présents ou représentés, les mandataires des actionnaires représentés, ainsi que le nombre d'actions possédées par chacun d'eux, sont indiqués sur une liste de présence signée par les actionnaires présents, par les mandataires des actionnaires représentés, ainsi que par les membres du bureau et le notaire instrumentaire. Ladite liste de présence ainsi que les procurations des actionnaires représentés resteront annexées au présent acte pour être soumises avec lui aux formalités d'enregistrement.

II. Que l'intégralité du capital social, qui est fixé à trente mille neuf cent quatre-vingt-six euros et soixante-neuf cents (EUR 30.986,69) et divisé mille (1.000) actions d'une valeur nominale de trente euros et neuf huit six six neuf cents (EUR 30,98669,-) chacune, étant présente ou représentée à la présente assemblée, il a pu être fait abstraction des convocations d'usage, les actionnaires présents ou représentés se reconnaissant dûment convoqués et déclarant par ailleurs avoir eu connaissance de l'ordre du jour qui leur a été communiqué au préalable.

Que la présente Assemblée Générale a pour ordre du jour:

Ordre du jour

1) Dissolution de la Société et mise en liquidation de la Société;

2) Nomination du liquidateur de la Société (le «Liquidateur»);

3) Détermination des pouvoirs conférés au liquidateur et de la rémunération du liquidateur;

4) Divers.

Ces faits ayant été reconnus exacts par l'assemblée, celle-ci, après avoir délibéré, prend à l'unanimité des voix, les résolutions suivantes:

Première résolution

L'Assemblée décide de dissoudre la Société et de mettre la Société en liquidation avec effet immédiat.

Deuxième résolution

L'Assemblée décide de nommer Monsieur Alain MARSCHALLIK, conseiller économique, né le 24 avril 1954 à Strasbourg (France) demeurant à L-1531 Luxembourg, 5, rue de la Fonderie, en qualité de Liquidateur de la Société.

Troisième résolution

L'Assemblée décide que, dans l'exercice de ses fonctions, le liquidateur disposera des pouvoirs les plus étendus prévus par les articles 144 à 148bis des lois coordonnées sur les sociétés commerciales pour effectuer tous les actes d'administration, de gestion et de disposition intéressant la Société, quelle que soit la nature ou l'importance des opérations en question.

Il peut accomplir les actes prévus à l'article 145 sans devoir recourir à l'autorisation de l'assemblée générale dans les cas où elle est requise Le liquidateur disposera de la signature sociale et sera habilité à représenter la Société vis-à-vis des tiers, notamment en justice, que ce soit en tant que demandeur ou en tant que défendeur.

Le liquidateur peut renoncer à des droits de propriété ou à des droits similaires, à des gages, ou actions en rescision, il peut accorder mainlevée, avec ou sans quittance, de l'inscription de tout gage, saisie ou autre opposition.

Le liquidateur peut, sous sa propre responsabilité, payer à l'Associé des avances sur le boni de liquidation.

Le liquidateur peut, sous sa propre responsabilité et pour une durée qu'il fixe, confier à un ou plusieurs mandataires des pouvoirs qu'il croit appropriés pour l'accomplissement de certains actes particuliers.

La Société en liquidation est valablement et sans limitation engagée envers des tiers par la signature du liquidateur pour tous les actes y compris ceux impliquant tout fonctionnaire public ou notaire.

L'Assemblée a décidé d'approuver la rémunération du liquidateur telle que convenue entre les parties concernées.

Plus rien n'étant à l'ordre du jour, la séance est levée à 10.45 heures.

Frais

Les frais, dépenses, rémunérations et charges, sous quelque forme que ce soit qui incombent à la société en raison du présent acte sont évalués à environ mille euros (EUR 1.000,-).

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

Lecture du présent acte faite et interprétation donnée aux comparants, connus du notaire par leurs noms, prénoms usuels, états et demeures, ils ont signé avec Nous, notaire, le présent acte.

Signé: Nezar, Drauth, Marschallik, GRETHEN.

Enregistré à Luxembourg Actes Civils, le 16 décembre 2013. Relation: LAC/2013/57506. Reçu douze euros (12,00 €).

Le Receveur (signé): Irène Thill.

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

Luxembourg, le 27 décembre 2013.

Référence de publication: 2014003442/75.

(140003201) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 janvier 2014.

Middenberm Investment VIII Holdco S.à r.l., Société à responsabilité limitée.

Siège social: L-2520 Luxembourg, 1, allée Scheffer.

R.C.S. Luxembourg B 109.146.

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In the year two thousand thirteen, on the 13 th day of December.

Before Us, Maître Gérard LECUIT, notary residing in Luxembourg.

THERE APPEARED:

Mr Ian WILSON, businessman, born on the 14 th day of February 1958 in Sydney, Australia, residing at 55, Oakley, The Park, Cheltenham, GB-GL50 2 SA Glos,

here represented by Mr Carl Speecke, private employee, residing professionally in Luxembourg,

by virtue of a proxy given under private seal on the 13 th day of December, 2013.

The said proxy, signed "ne varietur" by the person appearing and the undersigned notary, will remain annexed to the present deed to be filed with the registration authorities.

The appearing party, represented as here above, has requested the undersigned notary to enact the following:

1) That he is the sole actual shareholder of "Middenberm Investment VIII Holdco S.à.r.l.", a limited liability corporation, having its registered office at L-2520 Luxembourg, 1, Allée Scheffer, which was incorporated by a deed of the undersigned notary on the 21 st day of June, 2005, published in the Mémorial, Recueil C number 1220 of the 17 th day of November, 2005, and the articles of association have not been amended since then.

2) All this having been declared, the sole shareholder, represented as stated hereabove, has immediately taken the following resolutions:

First resolution

The sole shareholder decides the anticipated dissolution of the company and to put it into liquidation with effect as on this day.

Second resolution

The sole shareholder decides to appoint as liquidator Mr Ian WILSON, businessman, born on the 14 th day of February 1958 in Sydney, Australia, residing at 55, Oakley, The Park, Cheltenham, GB-GL50 2 SA Glos.

The liquidator has the broadest powers foreseen by articles 144-148 bis of the law on commercial companies. He may execute all acts foreseen by article 145 without the authorization of the general meeting whenever it is requested.

The liquidator is dispensed to draw up an inventory and he may refer to the books of the company.

He may, under his own liability, delegate for special operations to one or more proxyholders such capacities and for such period he may determine.

There being no further business, the meeting is terminated.

Estimate

The expenses, costs, fees and charges of any kind whatsoever which will have to be borne by the Company as a result of the present deed are estimated at approximately one thousand two hundred fifty euro (1,250.-EUR).

The undersigned notary, who knows English, states that on request of the appearing party, the present deed is worded in English, followed by a French version and in case of discrepancies between the English and the French text, the English version will be binding.

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

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

Suit la version française du texte qui précède:

L'an deux mille treize, le treize décembre.

Par-devant Maître Gérard LECUIT, notaire de résidence à Luxembourg,

A COMPARU:

Monsieur Ian Wilson, homme d'affaires, né le 14 février 1958 à Sidney, Australie, demeurant à Oakley, 55, The Park, Cheltenham, Glos, GL50 2SA, Royaume-Uni, ici représenté par Monsieur Carl Speecke, employé privé, demeurant professionnellement à Luxembourg,

en vertu d'une procuration datée du 13 décembre 2013.

Laquelle procuration restera, après avoir été signée "ne varietur" par le comparant et le notaire instrumentant, annexée aux présentes pour être formalisées avec elles.

Lequel comparant, représenté comme ci-dessus a requis le notaire soussigné d'acter ce qui suit:

1) qu'il est le seul et unique associé actuel de la société à responsabilité limitée "Middenberm Investment VIII Holdco S.à. r.l.", ayant son siège à L-2520 Luxembourg, 1, Allée Scheffer, constituée suivant acte du notaire soussigné du 21 juin 2005, publié au Mémorial, Recueil C numéro 1220 du 17 novembre 2005, et dont les statuts n'ont pas été modifiés depuis lors.

2) Ceci ayant été déclaré, l'associé unique a pris les résolutions suivantes:

Première résolution

L'associé unique décide la dissolution anticipée de la société et prononce sa mise en liquidation à compter de ce jour.

Deuxième résolution

L'associé unique décide de nommer comme liquidateur Monsieur Ian Wilson, homme d'affaires, né le 14 février 1958 à Sidney, Australie, demeurant à Oakley, 55, The Park, Cheltenham, Glos, GL50 2SA, Royaume-Uni.

Le liquidateur a les pouvoirs les plus étendus prévus par les articles 144 à 148bis des lois coordonnées sur les sociétés commerciales. Il peut accomplir les actes prévus à l'article 145 sans devoir recourir à l'autorisation de l'assemblée générale dans les cas où elle est requise.

Le liquidateur est dispensé de dresser inventaire et peut s'en référer aux écritures de la société.

Il peut, sous sa responsabilité, pour des opérations spéciales et déterminées, déléguer à un ou plusieurs mandataires telle partie de ses pouvoirs qu'il détermine et pour la durée qu'il fixera.

Plus rien n'étant à l'ordre du jour, la séance est levée.

Frais

Le comparant a évalué le montant des frais, dépenses, rémunérations et charges, sous quelque forme que ce soit, qui incombent à la Société ou qui sont mis à sa charge à raison des présentes à environ mille deux cent cinquante euros (1.250.- EUR).

Le notaire soussigné, qui a personnellement la connaissance de la langue anglaise, déclare que le comparant l'a requis de documenter le présent acte en langue anglaise, suivi d'une version française, et en cas de divergence entre le texte anglais et le texte français, le texte anglais fera foi.

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

Et après lecture faite et interprétation donnée au comparant, connu du notaire par son nom, prénom, état et demeure, celui-ci a signé avec le notaire le présent acte.

Signé: C. Speecke, G. Lecuit.

Enregistré à Luxembourg Actes Civils, le 16 décembre 2013 Relation: LAC/2013/57645. Reçu douze euros (EUR 12,-).

Le Receveur (signé): I. THILL.

POUR EXPEDITION CONFORME, délivrée aux fins de publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 7 janvier 2014.

Référence de publication: 2014003744/87.

(140002886) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 janvier 2014.

Travel Ring International, Société Anonyme.

Siège social: L-2520 Luxembourg, 21-25, allée Scheffer.

R.C.S. Luxembourg B 50.583.

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DISSOLUTION

L'an deux mille treize,

le trente et un décembre.

Par-devant Maître Henri BECK, notaire de résidence à Echternach (Grand-Duché de Luxembourg)

A comparu:

Monsieur Tomislav Tascijevic, administrateur de société, né le 18 avril 1955 à Smederevo (Serbie), demeurant professionnellement à L-1273 Luxembourg, 19, rue de Bitbourg.

Lequel comparant est ici représenté par Madame Peggy SIMON, employée privée, demeurant professionnellement à Echternach, 9, Rabatt, en vertu d'une procuration sous seing privé lui délivrée en date du 30 décembre 2013,

laquelle procuration, après avoir été signée "ne varietur" par le mandataire du comparant et le notaire instrumentant, restera annexée au présent acte pour être enregistrée avec lui.

Lequel comparant, représenté comme dit ci-avant, a requis le notaire instrumentaire de documenter ce qui suit:

I.- Que la société anonyme TRAVEL RING INTERNATIONAL S.A., avec siège social à L-2520 Luxembourg, 21-25, Allée Scheffer, inscrite au registre de commerce et des sociétés à Luxembourg sous le numéro B 50.583 (NIN 1995 2202 831), a été constituée suivant acte reçu par le notaire Alphonse LENTZ, alors de résidence à Remich, en date du 16 mars 1995, publié au Mémorial Recueil des Sociétés et Associations numéro 305 du 4 juillet 1995.

Le capital social a été converti en Euros en vertu d'une décision prise par l'assemblée générale ordinaire en date du 7 décembre 2001, publiée au Mémorial C Recueil des Sociétés et Associations numéro 492 du 28 mars 2002.

Les statuts ont été modifiés en dernier lieu suivant acte reçu par le notaire instrumentant en date du 11 octobre 2010, publié au Mémorial Recueil des Sociétés et Associations numéro 2618 du 30 novembre 2010.

II.- Que le capital de la société s'élève à trente et un mille Euros (€ 31.000.-), représenté par mille (1.000) actions d'une valeur nominale de trente et un Euros (€ 31.-) chacune, entièrement libérées.

III.- Que la société ne possède pas d'immeubles ou de parts d'immeuble.

IV.- Que le comparant déclare expressément que la société TRAVEL RING INTERNATIONAL S.A. n'est impliquée dans aucun litige ou procès de quelque nature qu'il soit et que les actions ne sont pas mises en gage ou nantissement.

Après avoir énoncé ce qui précède, le comparant, représenté comme dit ci-avant, déclare et pour autant que nécessaire décide de dissoudre la société TRAVEL RING INTERNATIONAL S.A.

En conséquence de cette dissolution, l'actionnaire unique, Monsieur Tomislav Tascijevic, agissant pour autant que de besoin en tant que liquidateur de la société, déclare que:

- tous les éléments d'actifs ont été réalisés et que tout le passif de la société TRAVEL RING INTERNATIONAL S.A. a été réglé et le comparant demeurera responsable de toutes dettes et de tous engagements financiers éventuels, présentement inconnus de la prédite société, aussi bien que des frais qui résulteront de cet acte;

- la liquidation de la prédite société étant ainsi achevée, et partant elle est à considérer comme faite et clôturée;

- décharge pleine et entière est donnée à l'administrateur unique et au commissaire aux comptes de la société pour l'exercice de leurs fonctions;

- les livres et les documents de la société dissoute seront conservés pour une période de cinq ans à l'adresse suivante: L-1273 Luxembourg, 19, rue de Bitbourg;

- pour la publication et dépôt à faire tous pouvoirs sont donnés au porteur d'une expédition des présentes;

- le registre des actions et/ou les actions est/sont à détruire en présence du notaire instrumentant.

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

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

Signé: P. SIMON, Henri BECK.

Enregistré à Echternach, le 02 janvier 2014. Relation: ECH/2014/16. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): J.-M. MINY.

POUR EXPEDITION CONFORME, délivrée à demande, aux fins de dépôt au registre de commerce et des sociétés.

Echternach, le 07 janvier 2014.

Référence de publication: 2014003939/54.

(140003450) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 janvier 2014.

Anonima S.A., Société Anonyme.

Siège social: L-8290 Kehlen, 13, Domaine de Brameschhof.

R.C.S. Luxembourg B 154.145.

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L'an deux mille treize, le onze décembre.

Par devant Maître Alex WEBER, notaire de résidence à Bascharage.

S'est réunie

l'assemblée générale extraordinaire des actionnaires de la société anonyme "ANONIMA S.A." (numéro d'identité 2010 22 13 964), avec siège social à L-8211 Mamer, 113, route d'Arlon, inscrite au R.C.S.L. sous le numéro B 154.145, constituée suivant acte reçu par le notaire instrumentant en date du 1 er juillet 2010, publié au Mémorial C, numéro 1684 du 18 août 2010.

L'assemblée est ouverte sous la présidence de Monsieur Frenz BIEWERS, administrateur de société, demeurant à Kehlen,

qui désigne comme secrétaire Monsieur Albert DONDLINGER, employé privé, demeurant à Dahlem.

L'assemblée choisit comme scrutateur Monsieur Jean-Marie WEBER, employé privé, demeurant à Aix-sur-Cloie/Aubange (Belgique).

Le bureau ayant été ainsi constitué, le Président déclare et prie le notaire instrumentant d'acter ce qui suit:

I.- L'ordre du jour de l'assemblée est le suivant:

Transfert du siège social de L-8211 Mamer, 113, route d'Arlon à L-8290 Kehlen, 13, Domaine de Brameschhof et modification subséquente du premier alinéa de l'article 2 et du premier alinéa de l'article 15 des statuts de la société.

II- Les actionnaires présents ou représentés, les procurations des actionnaires représentés et le nombre d'actions qu'ils détiennent sont renseignés sur une liste de présence; cette liste de présence signée par les actionnaires, les mandataires des actionnaires représentés, le bureau et le notaire instrumentant, restera annexée au présent acte.

Les procurations des actionnaires représentés y resteront annexées de même.

III.- L'intégralité du capital social étant présente ou représentée à la présente assemblée et tous les actionnaires présents ou représentés déclarant avoir eu parfaite connaissance de l'ordre du jour avant l'assemblée, il a donc pu être fait abstraction des convocations d'usage.

IV.- La présente assemblée, représentant l'intégralité du capital social, est régulièrement constituée et peut valablement délibérer sur l'ordre du jour.

Ensuite l'assemblée, après délibération, a pris à l'unanimité la résolution unique suivante:

Résolution unique

L'assemblée décide de transférer le siège social de L-8211 Mamer, 113, route d'Arlon à L-8290 Kehlen, 13, Domaine de Brameschhof et en conséquence de modifier:

a) le premier alinéa de l'article 2 des statuts de la société pour lui donner la teneur suivante:

" **Art. 2. Al. 1 er .** Le siège de la société est établi à Kehlen."

b) le premier alinéa de l'article 15 des statuts de la société pour lui donner la teneur suivante:

" **Art. 15. Al. 1 er .** L'assemblée générale annuelle se réunit au siège social ou à tout autre endroit, tel qu'indiqué dans la convocation, le troisième jeudi du mois de mai à 14.00 heures."

Frais

Le montant des frais, rémunérations ou charges, sous quelque forme que ce soit, qui incombent à la société en raison des présentes, est évalué sans nul préjudice à neuf cent cinquante euros (€ 950.-).

Plus rien n'étant à l'ordre du jour, la séance est levée.

DONT ACTE, fait et passé à Bascharage en l'étude, date qu'en tête des présentes.

Et après lecture faite à l'assemblée, les membres du bureau, tous connus du notaire par leurs noms, prénoms usuels, états et demeures, ont signé avec Nous notaire le présent acte, aucun autre actionnaire n'ayant demandé à signer.

Signé: BIEWERS, DONDLINGER, J.-M. WEBER, A. WEBER.

Enregistré à Capellen, le 20 décembre 2013. Relation: CAP/2013/4852. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): NEU.

Pour expédition conforme, délivrée à la société sur demande, aux fins de dépôt au Registre de Commerce et des Sociétés.

Bascharage, le 6 janvier 2014. Alex WEBER.

Référence de publication: 2014004998/54.

(140003816) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 janvier 2014.

Alphacom Holding S.A., Société Anonyme Soparfi.

Siège social: L-6776 Grevenmacher, 6-8, Op der Ahlkärrech.

R.C.S. Luxembourg B 36.346.

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Im Jahre zweitausenddreizehn, den dreiundzwanzigsten Dezember.

Vor der Notarin Maître Martine SCHAEFFER, mit Amtssitze in Luxemburg.

Traten zu einer außerordentlichen Generalversammlung zusammen die Aktionäre, beziehungsweise deren Vertreter, der Aktiengesellschaft ALPHACOM HOLDING S.A., mit Sitz in 62, Avenue Victor Hugo, L-1750 Luxemburg, eingetragen im Handelsregister Luxemburg unter der Nummer B 36.346, gegründet gemäß Urkunde von Maître Edmond SCHROEDER, Notar mit damaligem Amtssitz in Mersch, vom 15. März 1991, veröffentlicht im Memorial C, Recueil des Sociétés et Associations, Nummer 327 vom 31. August 1991. Die Statuten der Gesellschaft wurden zum letzten Mal abgeändert gemäß Urkunde aufgenommen durch den unterzeichnenden Notar, vom 14. Dezember 2010, veröffentlicht im Memorial C, Recueil des Sociétés et Associations, Nummer 581 vom 29. März 2011.

Die Versammlung tagt unter dem Vorsitz von Herrn Robert LANGMANTEL, Bankkaufmann, Berufsanschrift in 2a, rue des Capucins, L-1313 Luxemburg.

Die Vorsitzende bestellt zum Schriftführer Frau Corinne PETIT, Privatbeamtin, mir Berufsanschrift in 74, avenue Victor Hugo, L-1750 Luxemburg.

Die Versammlung ernennt zum Stimmzähler Herrn Robert LANGMANTEL, vorbenannt.

Sodann gab der Vorsitzende folgende Erklärung ab:

I. Die Aktionäre sowie deren etwaige bevollmächtigte Vertreter sind unter der Stückzahl der vertretenen Aktien auf einer Anwesenheitsliste eingetragen.

II. Aus dieser Anwesenheitsliste geht hervor, dass das gesamte Aktienkapital in gegenwärtiger Versammlung vertreten ist, und dass somit die Versammlung befugt ist, über nachstehende Tagesordnung, welche den Aktionären bekannt ist, zu beschließen.

Etwaige Vollmachten der vertretenen Aktieninhaber, von den Mitgliedern des Versammlungsvorstandes und dem instrumentierenden Notar "ne varietur" unterzeichnet, bleiben gegenwärtigem Protokolle, mit welchem sie einregistriert werden, als Anlage beigebogen.

III. Die Tagesordnung hat folgenden Wortlaut:

Tagesordnung

1. Sitzverlegung von 62, avenue Victor Hugo, L-1750 Luxemburg nach 6-8. Op der Ahlkärrech, L-6776 Grevenmacher und dementsprechende Satzungsänderung des dritten (3.) Absatzes des ersten (1.) Artikels der Satzung.

2. Verschiedenes.

Sodann traf die Versammlung nach Beratung einstimmig folgenden Beschluss:

Erster und Einziger Beschluss

Die Versammlung beschließt den Sitz von 62, avenue Victor Hugo, L-1750 Luxemburg nach 6-8. Op der Ahlkärrech, L-6776 Grevenmacher zu verlegen und demnach Artikel 1 (Absatz 3) der Satzung, wie folgt abzuändern:

„ **Art. 1. (Absatz 3).** Der Sitz der Gesellschaft befindet sich in Grevenmacher."

Da somit die Tagesordnung erschöpft ist, wird die Versammlung durch den Vorsitzenden geschlossen.

Kosten

Die Kosten welche der Gesellschaft für die gegenwärtige Urkunde obliegen, werden auf etwa eintausend Euro (1.000.- EUR) abgeschätzt.

Worüber Urkunde, aufgenommen in Luxemburg, Datum wie eingangs erwähnt.

Und nach Vorlesung alles Vorstehendem an die Komparenten, alle dem Notar nach Namen, gebräuchlichen Vornamen, Stand und Wohnort, haben alle gegenwärtige Urkunde mit dem Notar unterschrieben.

Signé: R. Langmantel, C. Petit et M. Schaeffer.

Enregistré à Luxembourg Actes Civils, le 24 décembre 2013. Relation: LAC/2013/59875. Reçu soixante-quinze euros Eur 75.-

Le Receveur (signé): Irène THILL.

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

Luxembourg, le 10 janvier 2014.

Référence de publication: 2014005084/54.

(140005627) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 janvier 2014.

Inter-Corus Finance Control S.A., Société Anonyme.

Siège social: L-6776 Grevenmacher, 6-8, Op der Ahlkärrech.

R.C.S. Luxembourg B 38.309.

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Im Jahre zweitausenddreizehn, den dreiundzwanzigsten Dezember.

Vor der Notarin Maître Martine SCHAEFFER, mit Amtssitze in Luxemburg.

Traten zu einer außerordentlichen Generalversammlung zusammen die Aktionäre, beziehungsweise deren Vertreter, der Aktiengesellschaft INTER-CORUS FINANCE CONTROL S.A., mit Sitz in 62, Avenue Victor Hugo, L-1750 Luxemburg, eingetragen im Handelsregister Luxemburg unter der Nummer B 38.309, gegründet gemäß Urkunde von Maître Edmond SCHROEDER, Notar mit damaligem Amtssitz in Mersch, vom 23. Oktober 1991, veröffentlicht im Memorial C, Recueil des Sociétés et Associations, Nummer 134 vom 9. April 1992. Die Statuten der Gesellschaft wurden zum letzten Mal abgeändert gemäß Urkunde aufgenommen durch denselben Notar, vom 13. Dezember 2001, veröffentlicht im Memorial C, Recueil des Sociétés et Associations, Nummer 524 vom 4. April 2002.

Die Versammlung tagt unter dem Vorsitz von Herrn Robert LANGMANTEL, Bankkaufmann, Berufsanschrift in 2a, rue des Capucins, L-1313 Luxemburg.

Die Vorsitzende bestellt zum Schriftführer Frau Corinne PETIT, Privatbeamtin, mir Berufsanschrift in 74, avenue Victor Hugo, L-1750 Luxemburg.

Die Versammlung ernennt zum Stimmzähler Herrn Robert LANGMANTEL, vorbenannt.

Sodann gab der Vorsitzende folgende Erklärung ab:

I. Die Aktionäre sowie deren etwaige bevollmächtigte Vertreter sind unter der Stückzahl der vertretenen Aktien auf einer Anwesenheitsliste eingetragen.

II. Aus dieser Anwesenheitsliste geht hervor, dass das gesamte Aktienkapital in gegenwärtiger Versammlung vertreten ist, und dass somit die Versammlung befugt ist, über nachstehende Tagesordnung, welche den Aktionären bekannt ist, zu beschließen.

Etwaige Vollmachten der vertretenen Aktieninhaber, von den Mitgliedern des Versammlungsvorstandes und dem instrumentierenden Notar "ne varietur" unterzeichnet, bleiben gegenwärtigem Protokolle, mit welchem sie einregistriert werden, als Anlage beigebogen.

III. Die Tagesordnung hat folgenden Wortlaut:

Tagesordnung

1. Sitzverlegung von 62, avenue Victor Hugo, L-1750 Luxemburg nach 6-8, Op der Ahlkärrech, L-6776 Grevenmacher und dementsprechende Satzungsänderung des dritten (3.) Absatzes des ersten (1.) Artikels der Satzung.

2. Verschiedenes.

Sodann traf die Versammlung nach Beratung einstimmig folgenden Beschluss:

Erster und Einziger Beschluss

Die Versammlung beschließt den Sitz von 62, avenue Victor Hugo, L-1750 Luxemburg nach 6-8, Op der Ahlkärrech, L-6776 Grevenmacher zu verlegen und demnach Artikel 1 (Absatz 3) der Satzung, wie folgt abzuändern:

„ **Art. 1. (Absatz 3).** Der Sitz der Gesellschaft befindet sich in Grevenmacher."

Da somit die Tagesordnung erschöpft ist, wird die Versammlung durch den Vorsitzenden geschlossen.

Kosten

Die Kosten welche der Gesellschaft für die gegenwärtige Urkunde obliegen, werden auf etwa eintausend Euro (1.000.- EUR) abgeschätzt.

Worüber Urkunde, aufgenommen in Luxemburg, Datum wie eingangs erwähnt.

Und nach Vorlesung alles Vorstehendem an die Komparenten, alle dem Notar nach Namen, gebräuchlichen Vornamen, Stand und Wohnort, haben alle gegenwärtige Urkunde mit dem Notar unterschrieben.

Signé: R. Langmantel, C. Petit et M. Schaeffer.

Enregistré à Luxembourg Actes Civils, le 24 décembre 2013. Relation: LAC/2013/59910. Reçu soixante-quinze euros Eur 75.-

Le Receveur (signé): Irène THILL.

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

Luxembourg, le 10 janvier 2014.

Référence de publication: 2014005393/54.

(140005624) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 janvier 2014.

Magdalena S.A., Société Anonyme.

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

R.C.S. Luxembourg B 86.797.

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L'an deux mil treize, le vingt décembre.

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

S'est tenue

l'assemblée générale extraordinaire des actionnaires de la société anonyme MAGDALENA S.A., établie et ayant son siège social au 23, rue Beaumont, L-1219 Luxembourg, inscrite sous le numéro B 86.797 auprès du Registre de Commerce et des Sociétés de et à Luxembourg, constituée le 4 avril 2002 suivant acte reçu par Maître André-Jean-Joseph SCHWACHTGEN, notaire alors de résidence à Luxembourg, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 992 du 28 juin 2002. Les statuts de la Société n'ont pas encore été modifiés depuis.

La séance est ouverte sous la présidence de Madame Gabriele SCHNEIDER, directrice de société, avec adresse professionnelle à L-1219 Luxembourg, 23, rue Beaumont.

Madame la Présidente nomme secrétaire Madame Regina PINTO, employée privée, avec adresse professionnelle à L-1219 Luxembourg, 23, rue Beaumont.

L'assemblée élit comme scrutateur Madame Teresa LIMOSANI, employée privée, avec adresse professionnelle à L-1219 Luxembourg, 23, rue Beaumont.

Madame la Présidente expose ensuite:

I. Qu'il résulte d'une liste de présence, dressée et certifiée exacte par les membres du bureau que les 3.100 (trois mille cents) actions d'une valeur nominale de EUR 10 (dix euros) constituant l'intégralité du capital social de EUR 31.000 (trente et un mille euros) sont dûment représentées à la présente Assemblée qui en conséquence est régulièrement constituée et peut délibérer ainsi que décider valablement sur les points figurant à l'ordre du jour, ci-après reproduit, sans convocations préalables, tous les membres de l'Assemblée ayant consenti à se réunir sans autres formalités, après avoir eu connaissance de l'ordre du jour.

Ladite liste de présence portant la signature de l'actionnaire et des membres du bureau restera annexée au présent procès-verbal pour être soumise en même temps aux formalités de l'enregistrement.

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

1. Résolution de dissoudre la société avant son terme et de la mettre en liquidation

2. Nomination d'un liquidateur, définition de ses pouvoirs qui seront ceux qui sont prévus aux articles 144 et suivants de la loi modifiée du 10 août 1915 sur les sociétés commerciales

3. Divers.

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

Première résolution

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

Deuxième résolution

L'assemblée générale décide de nommer aux fonctions de liquidateur Madame Gabriele SCHNEIDER, directrice de société, née le 31 octobre 1966 à Birkenfeld / Nahe (Allemagne), avec adresse professionnelle à L-1219 Luxembourg, 23, rue Beaumont.

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

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

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

Signé: G. Schneider, R. Pinto, T. Limosani et M. Schaeffer.

Enregistré à Luxembourg A.C., le 27 décembre 2013. LAC/2013/60090. Reçu douze euros (12.- €).

Le Receveur (signée): Irène Thill.

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

Luxembourg, le 10 janvier 2014.

Référence de publication: 2014005484/54.

(140005583) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 janvier 2014.

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

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

R.C.S. Luxembourg B 77.463.

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L'an deux mille treize, le dix-huit décembre.

Par-devant Maître Jean-Joseph WAGNER, notaire, résidant à Sanem (Luxembourg).

S'est réunie

l'assemblée générale extraordinaire des actionnaires de la société anonyme «M.S.C. S.A., SPF», ayant son siège social au 6, rue Adolphe, L-1116 Luxembourg, inscrite au Registre de Commerce et des Sociétés de et à Luxembourg, section B sous le numéro 77 463, constituée suite à un acte de scission en date du 24 juillet 2000, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 690 du 25 septembre 2000. Les statuts ont été modifiés en dernier lieu suivant acte reçu par le notaire soussigné en date du 25 août 2010, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 2302 du 27 octobre 2010.

L'assemblée est ouverte sous la présidence de Monsieur Brendan KLAPP, avec adresse professionnelle à Luxembourg.

Le Président désigne comme secrétaire Madame Kitty WONG, avec adresse professionnelle à Luxembourg.

L'assemblée choisit comme scrutateur Madame Nadia WEYRICH, avec adresse professionnelle à Luxembourg.

Les actionnaires présents ou représentés à la présente assemblée ainsi que le nombre d'actions possédées par chacun d'eux ont été portés sur une liste de présence, signée par les actionnaires présents et par les mandataires de ceux représentés, et à laquelle liste de présence, dressée par les membres du bureau, les membres de l'assemblée déclarent se référer.

Ladite liste de présence, après avoir été signée «ne varietur» par les membres du bureau et le notaire instrumentant, restera annexée au présent acte avec lequel elle sera enregistrée.

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

Le Président expose et l'assemblée constate:

A) Que la présente assemblée constate:

Ordre du jour:

1. Mise en liquidation de la société,
2. Nomination du liquidateur et fixation de ses pouvoirs,
3. Décharge à donner aux administrateurs et au commissaire aux comptes,
4. Divers.

B) Que la présente assemblée réunissant l'intégralité du capital social est régulièrement constituée et peut délibérer valablement, telle qu'elle est constituée, sur les objets portés à l'ordre du jour.

C) Que l'intégralité du capital social étant représentée, il a pu être fait abstraction des convocations d'usage, les actionnaires présents ou représentés se reconnaissant dûment convoqués et déclarent par ailleurs avoir eu connaissance de l'ordre du jour qui leur a été communiqué au préalable.

Ensuite l'assemblée aborde l'ordre du jour et, après en avoir délibéré, prend à l'unanimité les résolutions suivantes:

Première résolution

L'assemblée générale extraordinaire des actionnaires décide la dissolution de la Société et prononce sa mise en liquidation à compter de ce jour.

Deuxième résolution

L'assemblée générale extraordinaire des actionnaires décide de nommer comme liquidateur:

la société «ACCOFIN, Société Fiduciaire», une société à responsabilité limitée, ayant son siège social au 6, rue Adolphe, L-1116 Luxembourg. R.C.S. Luxembourg, section B numéro 62.492.

Le liquidateur a les pouvoirs les plus étendus prévus par les articles 144 à 148 bis de la loi coordonnée sur les Sociétés Commerciales. Il peut accomplir les actes prévus à l'article 145 sans devoir recourir à l'autorisation de l'assemblée générale dans les cas où elle est requise.

Il peut dispenser le conservateur des hypothèques de prendre inscription d'office; renoncer à tous droits réels, privilèges, hypothèques, actions résolutoires, donner mainlevée, avec ou sans paiement, de toutes inscriptions privilégiées ou hypothécaires, transcriptions, saisies, oppositions ou autres empêchements.

Le liquidateur est dispensé de dresser inventaire et peut s'en référer aux écritures de la société.

Il peut, sous sa responsabilité, pour des opérations spéciales et déterminées, déléguer à un ou plusieurs mandataires telle partie de ses pouvoirs qu'il détermine et pour la durée qu'il fixera.

Troisième résolution

L'assemblée générale extraordinaire des actionnaires décide d'accorder pleine et entière décharge aux administrateurs et au commissaire aux comptes pour l'accomplissement de leur mandat respectif jusqu'à ce jour.

Plus rien n'étant à l'ordre du jour, la séance est levée.

DONT ACTE, fait et passé à Belvaux, en l'étude du notaire soussigné, les jours, mois et an qu'en tête des présentes.

Et après lecture et interprétation donnée par le notaire, les comparants prémentionnés ont signé avec le notaire instrumentant le présent procès-verbal.

Signé: B.KLAPP, K. WONG, N, WEYRICH, J.J. WAGNER.

Enregistré à Esch-sur-Alzette A.C., le 20 décembre 2013. Relation: EAC/2013/16897. Reçu douze Euros (12.- EUR).

Le Receveur (signé): SANTIONI.

Référence de publication: 2014005468/66.

(140005672) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 janvier 2014.

Avior S.A., Société Anonyme.

Siège social: L-1331 Luxembourg, 19, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 89.219.

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L'an deux mille treize,

le dix-huit décembre.

Par devant Nous Maître Jean-Joseph WAGNER, notaire de résidence à SANEM (Grand-Duché de Luxembourg),

s'est tenue

l'assemblée générale extraordinaire des actionnaires (l'«Assemblée») de la société «AVIOR S.A.», une société anonyme établie et ayant son siège social 19, Boulevard Grande Duchesse Charlotte, L-1331 Luxembourg, immatriculée auprès du Registre de Commerce et des Sociétés à Luxembourg sous le numéro B 89 219, constituée suivant acte notarié dressé par le notaire soussigné en date du 1 er octobre 2002, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 1617 du 12 novembre 2002.

La séance est ouverte sous la présidence de Madame Orietta RIMI, employée, demeurant professionnellement à Luxembourg.

Le président désigne comme secrétaire Monsieur Alessandro PARAFIORITI, employé, demeurant professionnellement à Luxembourg.

L'Assemblée choisit comme scrutateur Madame Orietta RIMI, employée, demeurant professionnellement à Luxembourg.

Le bureau de l'Assemblée étant ainsi constitué, le président expose et prie le notaire d'acter ce qui suit:

I) L'ordre du jour de l'Assemblée est conçu comme suit:

Ordre du jour:

1. Augmentation de capital social de la Société d'un montant de dix millions d'Euros (EUR 10.000.000,-) afin de le porter de son montant actuel de trente un mille Euros (EUR 31.000,-) à dix millions trente un mille Euros (EUR 10.031.000,-) par la création et l'émission de cent mille (100.000) nouvelles actions d'une valeur nominale de cent Euros (100,-EUR) chacune, jouissant de même droit et avantages que les actions existantes, à libérer entièrement moyennant un apport en nature d'une créance certaine liquide et immédiatement exigible à hauteur d'un montant global de dix millions d'Euros (EUR 10.000.000,-).

2. Souscription et libération intégrale de ces cent mille (100.000) actions nouvelles par Ltd Promex Development et renonciation au droit de souscription préférentiel de l'actionnaire minoritaire Monsieur Michele CANEPA.

3. Modification subséquente de l'article 5 des statuts de la Société.

4. Divers.

II) Les actionnaires présents ou représentés à l'Assemblée et le nombre d'actions possédées par chacun d'eux ont été portés sur une liste de présence signée par les actionnaires présents et par les mandataires de ceux représentés, et à laquelle liste de présence, dressée par les membres du bureau, les membres de l'Assemblée déclarent se référer. Ladite liste de présence, après avoir été signée «ne varietur» par les parties et le notaire instrumentant, demeurera annexée au présent acte avec lequel elle sera enregistrée.

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

III) Il résulte de la liste de présence que toutes les trois cent dix (310) actions représentant l'intégralité du capital souscrit à hauteur de TRENTE ET UN MILLE EUROS (EUR 31.000,-) sont représentées à l'Assemblée qui est dès lors régulièrement constituée et peut valablement délibérer sur tous les points à l'ordre du jour.

Après délibération, l'Assemblée prend à l'unanimité les résolutions suivantes:

Première résolution

L'Assemblée décide d'augmenter le capital social souscrit de la Société à concurrence d'un montant de dix millions d'Euros (EUR 10.000.000,-) afin de le porter de son montant actuel de trente un mille Euros (EUR 31.000,-) à un montant de dix millions trente un mille Euros (EUR 10.031.000,-) par la création et l'émission de cent mille (100.000) nouvelles actions d'une valeur nominale de cent Euros (EUR 100,-) chacune, jouissant de même droit et avantages que les actions existantes, à libérer entièrement moyennant un apport en narture d'un montant global de dix millions d'Euros (EUR 10.000.000,-).

Intervention - Souscription - Libération

Après avoir constaté que Monsieur Michele CANEPA, l'actionnaire minoritaire, a renoncé dans la mesure nécessaire à son droit préférentiel de souscription, l'Assemblée décide d'admettre l'autre actionnaire existant Promex Development Ltd, une société établie et ayant son siège social au 355, NexTeracom Tower, 13 rd floor, CybercityEbene, MAURITIUS, à la souscription des cent mille (100.000) nouvelles actions d'une valeur nominale de cent Euros (EUR 100,-) chacune.

Intervient ensuite aux présentes, la société Promex Development Ltd, prénommée,

représentée aux fins des présentes par Monsieur Alessandro PARAFIORITI, prénommé,

en vertu d'une procuration dont mention ci-avant,

laquelle déclare souscrire les cent mille (100.000) actions nouvelles d'une valeur nominale de cent euros (EUR 100,-) chacune et les libérer intégralement en nature consistant en la conversion en capital d'une partie de créance certaine, liquide et immédiatement exigible que Promex Development Ltd, pré-désignée, détient à l'encontre de la Société, pour un montant global de dix millions d'euros (EUR 10.000.000,-).

Preuve de la propriété et de l'existence de la créance a été apportée au notaire instrumentaire.

En conformité avec les articles 26-1 et 32-1 (5) de la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée, la dite créance a fait l'objet d'un rapport, établi par «Deloitte Audit», Compagnie Luxembourgeoise d'Expertise et de Révision Comptable, avec siège social au 560, rue de Neudorf, L-2220 Luxembourg, inscrite auprès du Registre de Commerce et de Sociétés de Luxembourg sous le numéro B 67895 en qualité de réviseur d'entreprises, en date du 20 novembre 2013, dont la conclusion est rédigée en langue anglaise est la suivante:

«Based on the procedures applied as described above, nothing has come to our attention that causes us to believe that the value of the Contribution is not at least equal to the number and nominal value of the 100.000 ordinary shares of par value EUR 100 each."

Deuxième résolution

L'Assemblée décide de modifier consécutivement l'article cinq (5) des statuts de la Société afin de lui donner la nouvelle teneur suivante:

Art. 5. «Le capital social souscrit est fixé à dix millions trente et un mille d'euros (EUR 10.031.000,-) divisé en cent mille trois cent dix (100.310) actions d'une valeur nominale de cent euros (EUR 100,-) chacune.

Les actions sont nominatives ou au porteur au choix de l'actionnaire, à l'exception de celles pour lesquelles la loi prescrit la forme nominative.

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

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

La société peut racheter ses propres actions dans les termes et sous les conditions prévues par la loi.».

Frais

Les frais, dépenses, rémunérations et charges quelconques qui incombent à la Société des suites de ce document sont estimés à environ deux mille cinq cents euros.

DONT ACTE, passé à Luxembourg-Ville, Grand-Duché de Luxembourg, date qu'en tête des présentes.

Et après lecture faite et interprétation donnée aux membres du bureau de l'Assemblée, connus du notaire instrumentais par leurs noms, prénoms usuels, états et demeures, les mêmes membres ont signé avec Nous le notaire le présent acte.

Signé: O. RIMI. A. PARAFIORITI, J.J. WAGNER.

Enregistré à Esch-sur-Alzette A.C., le 23 décembre 2013. Relation: EAC/2013/17168. Reçu soixante-quinze Euros (75.- EUR).

Le Receveur (signé): SANTIONI.

Référence de publication: 2014005104/96.

(140005245) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 janvier 2014.

PPP Group S.A., Société Anonyme.

Siège social: L-2522 Luxembourg, 6, rue Guillaume Schneider.

R.C.S. Luxembourg B 128.287.

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EXTRAIT

Il résulte du procès-verbal des résolutions du Conseil d'Administration du 28 août 2013 que Monsieur Fabrice HABLOT, né le 23 mars 1978 à Brest (France) demeurant professionnellement au 16, avenue Pasteur, L-2310 Luxembourg, a été coopté en tant qu'administrateur de classe B avec effet au 1 er septembre 2013 et ce jusqu'à l'assemblée générale annuelle approuvant les comptes clos au 30 novembre 2018.

D'autre part, il résulte de l'assemblée générale annuelle tenue à Luxembourg en date du 20 novembre 2013 que:

- Le mandat de John O'CALLAGHAN, Francis Vincent FULLEN et Adam MESBUR, en tant qu'administrateurs de classe A de la Société, et de P.A.L. MANAGEMENT SERVICES S.à r.l., en tant qu'administrateur de classe B de la Société, a été renouvelé, avec effet au 7 mai 2013 et jusqu'à l'assemblée générale annuelle approuvant les comptes clos au 30 novembre 2018.

- La cooptation de Monsieur Patrick MOINET, en tant qu'administrateur de catégorie B, avec effet au 1 er août 2013 et ce jusqu'à l'assemblée générale annuelle approuvant les comptes clos au 30 novembre 2018, a été ratifiée.

- La démission de Monsieur Carlo SCHNEIDER en tant qu'administrateur de classe B de la Société, a été acceptée avec effet au 1 er septembre 2013.

- La cooptation de Monsieur Fabrice HABLOT, en tant qu'administrateur de classe B, avec effet au 1 er septembre 2013 et ce jusqu'à l'assemblée générale annuelle approuvant les comptes clos au 30 novembre 2018, a été ratifiée.

- Le mandat de CERTIFICA Luxembourg S.à.r.l., en tant que commissaire de la Société, a été renouvelé, et ce jusqu'à l'assemblée générale annuelle approuvant les comptes clos au 30 novembre 2018.

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

Pour extrait conforme.

Luxembourg, le 31 décembre 2013.

Référence de publication: 2014005620/28.

(140004980) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 janvier 2014.

Xieon Networks Acquisition S.à r.l., Société à responsabilité limitée.

Capital social: EUR 17.000,00.

Siège social: L-1748 Findel, 7, rue Lou Hemmer.

R.C.S. Luxembourg B 174.823.

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IN THE YEAR TWO THOUSAND AND THIRTEEN,

ON THE TWENTY-NINTH DAY OF THE MONTH OF NOVEMBER,

Before Maître Cosita DELVAUX, notary, residing in Redange-sur-Attert, Grand-Duchy of Luxembourg,

There appeared

Xieon Networks Venture S.à r.l., a société à responsabilité limitée incorporated under the laws of Luxembourg, having its registered office at 7, rue Lou Hemmer, L-1748 Luxembourg-Findel, registered with the Registre de Commerce et des Sociétés in Luxembourg ("RCS") under number B 174 832,

being the sole shareholder (the "Sole Shareholder") of Xieon Networks Acquisition S.à r.l., a société à responsabilité limitée incorporated under the laws of Luxembourg, having its registered office at 7, rue Lou Hemmer, L-1748 Luxembourg-Findel, registered with RCS under number B 174.823 (the "Company"). The Company was incorporated by deed of the undersigning notary, on 25 January 2013, published in the Mémorial C, Recueil des Sociétés et Associations (the "Mémorial") dated 22 March 2013, number 701 page 33629, and amended for the last time by deed of the undersigning notary on 8 May 2013 published in the Memorial dated 24 May 2013, number 1219 page 58478.

The appearing party, represented by Maître Thierry Kauffman residing in Luxembourg, Grand-Duchy of Luxembourg, pursuant to a proxy dated 28 November 2013 given under private seal, which will be filed with the registration authorities together with the present deed, declared and requested the notary to record that:

Whereas the Sole Shareholder of the Company resolved to transfer the registered office of the Company to Galileo Center, N° 7, rue Lou Hemmer, L-1748 Luxembourg-Findel and to amend the first sentence of article 1.2 of the articles of association of the Company to read as follows: "The Company has its registered office in the city of Sandweiler, Grand-Duchy of Luxembourg".

Whereas the Sole Shareholder of the Company was informed that the address of the Company is located in the city of Niederanven and not in the city of Sandweiler which error constitutes a clerical error (erreur matérielle).

The above clerical error (erreur matérielle) shall thus be rectified in the articles of association of the Company as follows:

The first sentence of Article 1.2 of the Articles of association shall read as follows:

"The Company has its registered office in the City of Niederanven, Grand Duchy of Luxembourg."

Expenses

The costs, expenses, remuneration or charges in any form whatsoever which shall be borne by the Company as a result of the reduction of the share capital are estimated at EUR 1,000.-

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

Done in Luxembourg on the day beforementioned.

After reading these minutes the appearing persons signed together with the notary the present deed.

Suit la traduction française du texte qui précède

L'AN DEUX MILLE TREIZE,

LE VINGT-NEUVIÈME JOUR DU MOIS DE NOVEMBRE.

Par-devant Maître Cosita DELVAUX, notaire de résidence à Redange-sur-Attert, Grand-Duché de Luxembourg,

A comparu

Xieon Networks Venture S.à r.l., une société à responsabilité limitée constituée en vertu des lois du Luxembourg, ayant son siège social au 7, rue Lou Hemmer, L-1748 Luxembourg-Findel, immatriculée au Registre du Commerce et des Sociétés de Luxembourg («RCS») sous le numéro B174 832, étant le seul actionnaire (l'"Associé unique") de Xieon Networks Acquisition S.à r.l, une société à responsabilité limitée constituée en vertu des lois du Luxembourg, ayant son siège social au 7, rue Lou Hemmer, L-1748 Luxembourg-Findel, immatriculé au RCS sous le numéro B 174.823 (la «Société»). La Société a été constituée par acte du notaire soussigné, le 25 janvier 2013, publié au Mémorial C, Recueil des Sociétés et Associations (le «Mémorial») en date du 22 mars 2013, numéro 701, à la page 33629, modifiée par acte du notaire le 8 mai 2013 publiée au Mémorial en date du 24 mai 2013, numéro 1219, à la page 58478.

La partie comparante, représentée par Maître Thierry Kauffman demeurant à Luxembourg, Grand-Duché de Luxembourg, en vertu d'une procuration en date du 28 novembre 2013 sous seing privé, qui sera déposé auprès des autorités d'enregistrement ainsi que le présent acte, expose et prie le notaire pour enregistrer ce qui suit:

Considérant que l'associé unique de la Société a décidé de transférer le siège social de la Société à Galileo Center, N ° 7, rue Lou Hemmer, L-1748 Luxembourg-Findel et à modifier la première phrase de l'article 1.2 des statuts de la Société comme suit: «la Société a son siège social dans la commune de Sandweiler, Grand-Duché de Luxembourg».

Considérant que l'actionnaire unique de la Société a été informée que l'adresse de la Société est située dans la ville de Niederanven et non dans la ville de Sandweiler, laquelle erreur est une erreur matérielle.

L'erreur matérielle doit donc être corrigée dans les statuts de la Société comme suit:

La première phrase de l'article 1.2 des statuts est à lire comme suit: «La Société a son siège social dans la commune de Niederanven, Grand-Duché de Luxembourg.»

Dépenses

Les dépenses, frais, rémunérations ou charges, sous quelque forme que ce soit, qui incomberont à la Société en raison de la réduction du capital social sont estimés à EUR 1,000.-

Le notaire soussigné, qui comprend et parle l'anglais, constate qu'à la demande des parties comparantes, le présent procès-verbal est rédigé en anglais, suivi d'une traduction en langue française; à la demande des mêmes personnes comparantes, en cas de divergences entre le texte anglais et le texte français, le texte anglais fera foi.

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

Après lecture du présent procès-verbal, les personnes comparantes et le notaire ont signé le présent acte.

Signé: T. KAUFFMAN, C. DELVAUX.

Enregistré à Redange/Attert, le 02 décembre 2013. Relation: RED/2013/2055. Reçu douze euros 12,00 €.

Le Receveur (signé): T. KIRSCH.

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

Redange-sur-Attert, le 06 décembre 2013. Me Cosita DELVAUX.

Référence de publication: 2014005769/80.

(140005628) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 janvier 2014.

TIS Finance S.A., Société Anonyme.

Siège social: L-1140 Luxembourg, 45-47, route d'Arlon.

R.C.S. Luxembourg B 90.819.

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DISSOLUTION

L'an deux mille treize, le vingt-trois décembre.

Pardevant Maître Martine SCHAEFFER, notaire de résidence à Luxembourg (Grand-Duché du Luxembourg),

A comparu:

Monsieur Giovanni VITTORE, Administrateur de sociétés, demeurant professionnellement à Luxembourg.

"le mandataire"

agissant en sa qualité de mandataire spécial de la société KASTEL HOLDING LTD établie au 520 S. 7 th Street, Suite C, Las Vegas, NV 89101

"le mandant"

en vertu d'une procuration sous seing privé lui délivrée le 16 décembre 2013 laquelle, après avoir été signée ne varietur par le mandataire comparant et le notaire instrumentant, restera annexée au présent acte pour être formalisée avec lui.

Lequel comparant, agissant ès-dites qualités, a requis le notaire instrumentant de documenter ainsi qu'il suit ses déclarations et constatations:

1. La Société «TIS FINANCE S.A.», ayant son siège social à L-1140 Luxembourg, 45-47, route d'Arlon, inscrite au Registre de Commerce et des Sociétés de Luxembourg, Section B, sous le numéro 90 819 a été constituée le 30 décembre 2002 suivant acte reçu par Maître Joseph ELVINGER, alors notaire de résidence à Luxembourg, acte publié au Mémorial C, Recueil des Sociétés et Associations, n° 205 du 26 février 2003 et ses statuts ont été modifiés la dernière fois en date du 22 mars 2005 par acte du même notaire, publié le 6 septembre 2005 au Mémorial C, Recueil des Sociétés et Associations, numéro 845;

2. Le capital de la Société s'élève à € 135.000,- (cent trente-cinq mille euros) entièrement libéré, représenté par 1.350 (mille trois cent cinquante) actions d'une valeur nominale € 100.- (cent euros) chacune;

3. Le mandant déclare avoir parfaite connaissance des statuts et de la situation financière de la société TIS FINANCE S.A

4. Le mandant s'est rendu propriétaire de la totalité des actions de la Société TIS FINANCE S.A.;

5. Le mandant approuve le bilan de clôture de la Société, pour la période du 1 er janvier 2013 à ce jour;

6. Le mandant accorde décharge pleine et entière aux Administrateurs et au Commissaire de la société pour l'exécution de leur mandat jusqu'à ce jour;

7. Le mandant, en tant qu'actionnaire unique, déclare expressément procéder à la dissolution avec effet immédiat de la Société TIS FINANCE S.A.;

8. En sa qualité de liquidateur de la Société TIS FINANCE S.A., le mandant déclare que l'activité de la Société a cessé, que le passif connu de ladite Société a été payé ou provisionné, que l'actionnaire unique est investi de tout l'actif et qu'il prendra à sa charge les éventuels passifs et engagements financiers, même inconnus à ce jour, de la société dissoute dont il répondra personnellement, clôturant ainsi la liquidation;

9. Que les déclarations du liquidateur ont fait l'objet d'une vérification, suivant rapport en annexe, conformément à la Loi, par Fiduciaire Mevea Luxembourg S.àr.l, avec siège social au 45-47 route d'Arlon, L-1140 Luxembourg, R.C.S. Luxembourg B Numéro 156 455, désigné commissaire à la liquidation par l'actionnaire unique de la société;

10. Les livres et documents de la Société TIS FINANCE S.A. seront conservés pendant une période de 5 ans à Luxembourg, à l'ancien siège de la Société;

11. Qu'il a été procédé à l'annulation du titre au porteur en présence du notaire instrumentant

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

Et après lecture, le mandataire pré-mentionné a signé avec le notaire instrumentant le présent acte.

Signé: G. Vittore et M. Schaeffer.

Enregistré à Luxembourg A.C., le 30 décembre 2013. LAC/2013/60518. Reçu soixante-quinze euros (75.- €).

Le Receveur (signée): Irène Thill.

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

Luxembourg, le 10 janvier 2014.

Référence de publication: 2014005721/54.

(140006197) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 janvier 2014.

After Disaster Techniques S.A., Société Anonyme.

Siège social: L-8030 Strassen, 163, rue du Kiem.

R.C.S. Luxembourg B 161.780.

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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.

After Disaster Techniques S.A.

Référence de publication: 2014005799/10.

(140006459) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 janvier 2014.

Magnator S.A., Société Anonyme.

Siège social: L-2610 Luxembourg, 160, route de Thionville.

R.C.S. Luxembourg B 67.534.

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DISSOLUTION

L'an deux mille treize, le trente et un décembre.

Par-devant Maître Patrick SERRES, notaire de résidence à Remich (Grand-Duché de Luxembourg).

A comparu:

la société KKB INVEST S.A., établie et ayant son siège social à L-2610 Luxembourg, 160, route de Thionville, inscrite au RCS de Luxembourg sous le numéro B 67492, ici représentée par Monsieur Lennart STENKE, administrateur de société, demeurant professionnellement à L-2610 Luxembourg, 160, route de Thionville, sur base d'une procuration sous seing privé délivrée à Luxembourg, le 30 décembre 2013. Cette procuration, après avoir été signée «ne varietur» par le comparant et le notaire instrumentant, restera annexée au présent acte pour être formalisée avec lui.

Lequel comparant a exposé au notaire instrumentant et l'a requis d'acter ce qui suit:

Que la société anonyme «MAGNATOR S.A.», (ci-après: la Société) ayant son siège social à L-2610 Luxembourg, 160, route de Thionville, inscrite au Registre de Commerce et des Sociétés de Luxembourg, sous le numéro B 67534, a été constituée sous la dénomination de CAPRIO S.A. suivant acte notarié du 14 décembre 1998, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 128 du 1 er mars 1999.

Que le capital social de la Société s'élève actuellement à trente-deux mille euros (32.000.- EUR), représenté par mille (1000) actions sans valeur nominale.

Que la société KKB INVEST S.A. est et restera propriétaire de toutes les actions de ladite Société et qu'elle a une parfaite connaissance des statuts et de la situation financière de la Société.

Qu'en tant qu'actionnaire unique de la Société, elle déclare expressément procéder à la dissolution et à la liquidation de la susdite Société, avec effet à ce jour.

Qu'en tant que liquidateur de la Société, elle déclare que l'activité de la Société a cessé et qu'en tant qu'actionnaire unique, elle est investie de tout l'actif et passif,

Que tout le passif de la Société dissoute a été payé et qu'elle s'engage à reprendre tous actifs, dettes et autres engagements de la Société dissoute et de répondre personnellement de toute éventuelle obligation inconnue à l'heure actuelle.

Que décharge pleine et entière est accordée aux membres du conseil d'administration pour l'exercice de leur mandat jusqu'au moment de la dissolution.

Que les livres et documents sociaux de la Société dissoute seront déposés au siège social où ils seront conservés pendant cinq (5) années.

Que le comparant s'engage à payer les frais du présent acte.

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

Et après lecture faite et interprétation donnée au comparant, connu du notaire instrumentaire par nom, prénom usuel, état et demeure, il a signé avec Nous notaire la présente minute.

Signé: L. STENKE, Patrick SERRES.

Enregistré à Remich, le 3 janvier 2014. Relation: REM/2014/14. Reçu soixante-quinze euros 75.-€.

Le Receveur (signé): P. MOLLING.

Pour expédition conforme, délivrée aux fins de publication au Mémorial, Recueil des Sociétés et Associations.

Remich, le 8 janvier 2014. Patrick SERRES.

Référence de publication: 2014005485/44.

(140005635) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 janvier 2014.

Ferlim S.A., Société Anonyme.

Siège social: L-1114 Luxembourg, 10, rue Nicolas Adames.

R.C.S. Luxembourg B 49.631.

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Le Bilan au 31.12.2011 et les documents y annexés 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: 2014006042/10.

(140005821) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 janvier 2014.

QS PEP S.C.A., SICAR, Société en Commandite par Actions sous la forme d'une Société d'Investissement en Capital à Risque.

Siège social: L-2449 Luxembourg, 3, boulevard Royal.

R.C.S. Luxembourg B 170.993.

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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: 2014006285/10.

(140006293) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 janvier 2014.

Prestige Euro-Trading S.A., Société Anonyme.

Siège social: L-1940 Luxembourg, 370, route de Longwy.

R.C.S. Luxembourg B 55.263.

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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: 2014006275/9.

(140006610) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 janvier 2014.

ABS Luxe S.à r.l., Société à responsabilité limitée.

Siège social: L-1661 Luxembourg, 49, Grand-rue.

R.C.S. Luxembourg B 161.937.

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Le bilan arrêté 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.

Ehnen, le 9 janvier 2014.

Pour ABS LUXE SARL

Fiduciaire Roger Linster Sàrl

Référence de publication: 2014005814/12.

(140006046) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 janvier 2014.

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

Capital social: EUR 540.000,00.

Siège social: L-1724 Luxembourg, 11A, boulevard du Prince Henri.

R.C.S. Luxembourg B 166.932.

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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.

Pour ARBORESCENCE HOLDING SARL.
Société à Responsabilité Limitée
Société Générale Bank & Trust

Référence de publication: 2014005809/12.

(140005934) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 janvier 2014.

ADCR Trading S.à r.l., Société à responsabilité limitée.

Siège social: L-3368 Leudelange, 20, rue de la Vallée.

R.C.S. Luxembourg B 134.936.

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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.

Pour ADCR TRADING S.à r.l.
FIDUCIAIRE DES PME SA

Référence de publication: 2014005817/11.

(140006218) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 janvier 2014.

Carfran Sàrl, Société à responsabilité limitée.

Siège social: L-8274 Kehlen, 1, Am Kepbrill.

R.C.S. Luxembourg B 106.041.

—

Le Bilan au 1 er janvier 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.

Signature.

Référence de publication: 2014005907/10.

(140006327) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 janvier 2014.

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

Siège social: L-1533 Luxembourg, 10, rue des Forains.

R.C.S. Luxembourg B 39.595.

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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.

Luxembourg, le 10 janvier 2014.
Pour ordre
EUROPE FIDUCIAIRE (Luxembourg) S.A.
Boîte Postale 1307
L – 1013 Luxembourg

Référence de publication: 2014005906/14.

(140006261) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 janvier 2014.

Carabus Shipping Sàrl, Société à responsabilité limitée.

Siège social: L-9991 Weiswampach, 12, Gruuss-Strooss.

R.C.S. Luxembourg B 76.041.

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Le bilan arrêté 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.

Ehnen, le 9 janvier 2014.
Pour CARABUS SHIPPING SARL
Fiduciaire Roger Linster Sàrl

Référence de publication: 2014005905/12.

(140006043) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 janvier 2014.

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

Capital social: EUR 21.012.500,00.

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

R.C.S. Luxembourg B 153.335.

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In the year two thousand and thirteen, on the thirty-first day of the month of October.

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

There appeared:

1. GS Capital Partners VI Fund, L.P., a limited partnership governed by the laws of Delaware, having its registered office at 1209, Orange Street, 19801 Wilmington, USA, registered with the Secretary of the State of Delaware under number 4298631 ("GS Capital Partners VI Fund");

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

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

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

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

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

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

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

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

2. The appearing parties declare that they are the sole shareholders (the "Shareholders") representing the entire share capital of Ontex I S.à r.l., a private limited liability company (société à responsabilité limitée), registered with the Luxembourg Trade and Companies Register (Registre de Commerce et des Sociétés, Luxembourg) under number B 153.335, with a share capital of ten million five hundred twelve thousand five hundred euros (EUR 10,512,500.-) having its registered office at 2, rue du Fossé, L-1536 Luxembourg (the "Company").

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

4. The Company's articles of association (the "Articles") have lastly been amended on 7 March 2013 pursuant to a deed of the undersigned notary, published in the Mémorial C, Recueil des Sociétés et Associations number 1351 dated 7 June 2013.

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

Agenda:

1. To increase the share capital of the Company by an amount of ten million five hundred thousand euros (EUR 10,500,000.-) so as to raise it from its current amount of ten million five hundred twelve thousand five hundred euros (EUR 10,512,500.-), represented by one billion fifty-one million two hundred fifty thousand (1,051,250,000) ordinary shares with a nominal value of one euro cent (EUR 0.01) each, to an amount of twenty-one million twelve thousand five hundred euros (EUR 21,012,500.-), represented by two billion one hundred one million two hundred fifty thousand (2,101,250,000) ordinary shares with a nominal value of one euro cent (EUR 0.01) each;

2. To issue one billion fifty million (1,050,000,000) ordinary shares with a nominal value of one euro cent (EUR 0.01) each, having the rights and privileges as the existing ordinary shares;

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

(a) two hundred forty-five million sixty-five thousand sixty-five (245,065,065) new ordinary shares (the "GS Capital Partners VI Fund Shares"), with a nominal value of one euro cent (EUR 0.01) each, by GS Capital Partners VI Fund, L.P., a limited partnership governed by the laws of Delaware, having its registered office at 1209, Orange Street, 19801 Wil-

mington, USA, registered with the Secretary of the State of Delaware under number 4298631 ("GS Capital Partners VI Fund") by a contribution in kind of a receivable consisting of a certain and liquid claim held by GS Capital Partners VI Fund against the Company of a total amount of two million four hundred fifty thousand six hundred fifty euros and sixty-five cents (EUR 2,450,650.65) (the "GS Capital Partners VI Fund Receivable") and to allocate the GS Capital Partners VI Fund Shares to GS Capital Partners VI Fund;

(b) four hundred ninety-five million two hundred seventy-seven thousand two hundred sixty-six (495,277,262) new ordinary shares (the "TPG VI Ontario Shares"), with a nominal value of one euro cent (EUR 0.01) each, by TPG VI Ontario 1 AIV, L.P., a limited partnership governed by the laws of Cayman Islands, having its registered office at Ugland House, batiment c/o Maples Corporate Services Limited, KY - KY1-1004 Grand Cayman ("TPG VI Ontario") by a contribution in kind of a receivable consisting of a certain and liquid claim held by TPG VI Ontario against the Company of a total amount of four million nine hundred fifty-two thousand seven hundred seventy-two euros and sixty-two cents (EUR 4,952,772.62) (the "TPG VI Ontario Receivable") and to allocate the TPG VI Ontario Shares to TPG VI Ontario;

(c) sixty-seven million three hundred eighty-eight thousand six hundred eighty-five (67,388,685) new ordinary shares (the "GSCP VI Parallel Shares"), with a nominal value of one euro cent (EUR 0.01) each, by GSCP VI Parallel Whitelabel S LLC, a limited liability company governed by the laws of Delaware, having its registered office at 1209, Orange Street, 19801 Wilmington, USA, registered with the Secretary of the State of Delaware under number 4837822 ("GSCP VI Parallel") by a contribution in kind of a receivable consisting of a certain and liquid claim held by GSCP VI Parallel against the Company of a total amount of six hundred seventy-three thousand eight hundred eighty-six euros and eighty-five cents (EUR 673,886.85) (the "GSCP VI Parallel Receivable") and to allocate the GSCP VI Parallel Shares to GSCP VI Parallel;

(d) twenty-seven million six hundred fifty-five thousand two hundred eighty-eight (27,655,288) new ordinary shares (the "TPG Ontario 2B Shares"), with a nominal value of one euro cent (EUR 0.01) each, by TPG Ontario 2B, L.P., a limited partnership governed by the laws of Cayman Islands, having its registered office at Ugland House, batiment c/o Maples Corporate Services Limited, KY - KY1-1004 Grand Cayman ("TPG Ontario 2B") by a contribution in kind of a receivable consisting of a certain and liquid claim held by TPG Ontario 2B against the Company of a total amount of two hundred seventy-six thousand five hundred fifty-two euros and eighty-eight cents (EUR 276,552.88) (the "TPG Ontario 2B Receivable") and to allocate the TPG Ontario 2B Shares to TPG Ontario 2B;

(e) two hundred three million eight hundred thirty-six thousand five hundred (203,836,500) new ordinary shares (the "GS Capital Partners VI Offshore Shares"), with a nominal value of one euro cent (EUR 0.01) each, by GS Capital Partners VI Offshore Fund, L.P., a limited partnership governed by the laws of Cayman Islands, having its registered office at South Church Street, KY-309 GT George Town, registered with the Registrar of Exempted Limited Partnerships under number MC-19252 ("GS Capital Partners VI Offshore") by a contribution in kind of a receivable consisting of a certain and liquid claim held by GS Capital Partners VI Offshore against the Company of a total amount of two million thirty-eight thousand three hundred sixty-five euros (EUR 2.038,365.-) (the "GS Capital Partners VI Offshore Receivable") and to allocate the GS Capital Partners VI Offshore Shares to GS Capital Partners VI Offshore;

(f) two million sixty-seven thousand four hundred fifty (2,067,450) new ordinary shares (the "TPG FOF VI Shares"), with a nominal value of one euro cent (EUR 0.01) each, by TPG FOF VI SPV, L.P., a limited partnership governed by the laws of Delaware, having its registered office at 1209, Orange Street, 19801 Wilmington, USA, registered with the Secretary of the State of Delaware under number 4679642 ("TPG FOF VI") by a contribution in kind of a receivable consisting of a certain and liquid claim held by TPG FOF VI against the Company of a total amount of twenty thousand six hundred seventy-four euros and fifty cents (EUR 20,674.50) (the "TPG FOF VI Receivable") and to allocate the TPG FOF VI Shares to TPG FOF VI;

(g) eight million seven hundred nine thousand seven hundred fifty (8,709,750) new ordinary shares (the "GS Capital Partners VI GmbH & Co KG Shares"), with a nominal value of one euro cent (EUR 0.01) each, by GS Capital Partners VI GmbH & Co KG, a limited partnership governed by the laws of Germany, having its registered office at Friedrich-Ebert-Anlage 49, 60308 Frankfurt am Main, Germany, registered with the commercial register of the local court of Frankfurt am Main under number HRA 43550 ("GS Capital Partners VI GmbH & Co KG") by a contribution in kind of a receivable consisting of a certain and liquid claim held by GS Capital Partners VI GmbH & Co KG against the Company of a total amount of eighty-seven thousand ninety-seven euros and fifty cents (EUR 87,097.50) (the "GS Capital Partners VI GmbH & Co KG Receivable") and to allocate the GS Capital Partners VI GmbH & Co KG Shares to GS Capital Partners VI GmbH & Co KG.

4. To amend article 7.1 of the Articles so as to reflect the resolutions to be adopted under items 1. to 3. above, as follows:

" **7.1.** The issued capital of the Company is fixed at twenty-one million twelve thousand five hundred euros (EUR 21,012,500.-) represented by two billion one hundred one million two hundred fifty thousand (2,101,250,000) ordinary shares, with a nominal value of one euro cent (EUR 0.01) each (the "Ordinary Shares")."

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

6. Miscellaneous,

have requested the undersigned notary to document the following resolutions:

First resolution

The general shareholders meeting of the Company RESOLVES to increase the share capital of the Company by an amount of ten million five hundred thousand euros (EUR 10,500,000.-) so as to raise it from its current amount of ten million five hundred twelve thousand five hundred euros (EUR 10,512,500.-), represented by one billion fifty-one million two hundred fifty thousand (1,051,250,000) ordinary shares with a nominal value of one euro cent (EUR 0.01) each, to an amount of twenty-one million twelve thousand five hundred euros (EUR 21,012,500.-), represented by two billion one hundred one million two hundred fifty thousand (2,101,250,000) ordinary shares with a nominal value of one euro cent (EUR 0.01) each.

Second resolution

The general shareholders meeting of the Company RESOLVES to issue one billion fifty million (1,050,000,000) ordinary shares with a nominal value of one euro cent (EUR 0.01) each, having the rights and privileges as the existing ordinary shares.

Subscription - Payment

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

The Shareholders, through their attorney, declare that the value of the Aggregate Contributions has been certified by a declaration of recipient company signed by Diminique Le Gal and Pedro Fernandes Das Neves in their capacity as managers of the Company as at the date of the Aggregate Contributions at ten million five hundred thousand euros (EUR 10,500,000.-), which declaration will remain attached to the present deed and will be filed together with it with the registration authorities.

Third resolution

The general shareholders meeting of the Company RESOLVES to amend article 7.1 of the Articles so as to reflect the resolutions adopted under items 1. to 3. above, as follows:

" **7.1.** The issued capital of the Company is fixed at twenty-one million twelve thousand five hundred euros (EUR 21,012,500.-) represented by two billion one hundred one million two hundred fifty thousand (2,101,250,000) ordinary shares, with a nominal value of one euro cent (EUR 0.01) each (the "Ordinary Shares")."

Fifth resolution

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

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

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

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

3. Definitions.

3.1 In these Articles:

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

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

"AcquisitionCo" means Whitelabel IV S.A.

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

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

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

"Affiliate" means with respect to any person,

(a) any person Controlling, Controlled by or under common Control with the first person;

(b) any person that is (i) the spouse or civil partner of the first person or (ii) any individual Controlling the first person;

(c) any person that is the parent, brother or step-brother, sister or step-sister, child or step-child of (i) the first person or any spouse of the first person or (ii) any individual Controlling the first person or any spouse of the first person; and

(d) in addition:

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

(ii) with respect to a Group Company Manager:

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

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

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

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

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

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

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

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

"Articles" means these articles of association.

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

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

"Associated Manager Holder" means with respect to a Group Company Manager, a Manager Holder which is an Affiliate of such Group Company Manager, it being understood that, for purposes of this definition, a Manager Holder will only be deemed to be an Affiliate of such Group Company Manager pursuant to sub-clause (ii)(D) of the definition of

"Affiliate" herein with respect to such Shares, Company Shareholder Instruments or ManagementCo Shares which it holds for the benefit of such Group Company Manager or his or her Affiliates (other than pursuant to sub-clause (ii)(D) of the definition of "Affiliate" herein).

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

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

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

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

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

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

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

"Class B Preferred Shares" has the meaning given to it in Article 7.3.

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

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

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

"Completion Date" means 18 November 2010.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Eligible Leaver" means any Group Company Manager:

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

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

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

in any case, solely as a result of:

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

(ii) termination, with respect to such Group Company Manager, by a Group Company of the service agreement, if any, under which such Group Company Manager's services were provided (whether directly or indirectly provided, including through a Management Company or other person) to a Group Company, with notice without cause or fault on the part of such Group Company Manager or such Group Company Manager's Associated Management Company (provided that no other Group Company Manager (including any other Group Company Manager whose services are provided

under the same service agreement, if any, or who is an Affiliate of the same Management Company) shall become an Eligible Leaver pursuant to this sub-clause (ii) as a result of such termination);

or

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

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

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

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

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

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

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

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

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

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

"Fair Value" means with respect to any Shareholder Instrument in the absence of a Listing of such Shareholder Instruments, its fair value on the basis of an arm's length transaction between a willing buyer and seller with no discount for a minority seller, but taking into account the existence and terms of the Sweet Shares in accordance with these Articles and a Shareholders' Agreement, if any, all as determined by a reputable and independent investment bank of internationally recognised standing as valuer to be selected by mutual agreement between the relevant Group Company Manager (or (x) such Group Company Manager's estate in the event of the Group Company Manager's death or (y) any bankruptcy trustee, administrator, administrative receiver or person exercising any similar function upon the occurrence of an Insolvency Event with respect to such Group Company Manager) and the Lead Investors, acting jointly. If the relevant Group Company Managers and/or Lead Investors are able to agree on the selection of a valuer, the Fair Value determination of such valuer shall be final and binding. If the relevant Group Company Managers and/or Lead Investors are not able to agree on the selection of a valuer within fifteen (15) days, each shall select a reputable and independent investment bank of internationally recognised standing as valuer from among such investment banks, as the case may be, who shall, in each case, independently determine the Fair Value of the Shareholder Instruments in question within thirty (30) days from its or their respective appointment.

In such event (i) if the Fair Value determination of such valuer with the highest determination is less than one hundred twenty (120) percent of the Fair Value determination of such valuer with the lowest determination, then the Fair Value shall equal the average of all determinations by such valuers, and (ii) otherwise, such valuers shall, within fifteen (15) days after the last of their respective determinations is announced, jointly appoint another deadlock valuer as specified above. The deadlock valuer shall, within fifteen (15) days of its appointment, decide which one of the respective determinations of the previous valuers more accurately reflects the Fair Value of the property in question. Such determination of the deadlock valuer shall then be considered the Fair Value of the property in question and shall be final and binding. If the valuers are unable for whatever reason to appoint a deadlock valuer within such period of fifteen (15) days, a valuer (acting as an expert not as an arbitrator) shall be appointed as soon as reasonably practicable by the President for the

time being of the Institute of Chartered Accountants of England and Wales chosen from among reputable and independent investment banks of internationally recognised standing (other than any investment bank previously appointed by any party to act as valuer under this definition for purposes of the current valuation) and his or her decision shall be final and binding. Any relevant Group Company Manager on the one hand and the Group, on the other hand, shall share equally the expense of any valuer jointly selected by them and any deadlock valuer, and each shall bear the expense of the valuer it individually selects, if any.

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

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

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

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

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

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

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

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

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

"GSCP Group" means the GSCP Investors, collectively.

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

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

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

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

(b) the overall number of ManagementCo Ordinary Shares then outstanding; it being understood that, (x) with respect to any Group Company Manager holding depositary receipts in respect of Hard Equity held by STAK ONV Topco, such Group Company Manager's "Hard Equity Percentage" shall be calculated as if such Group Company Manager were the direct holder of the Hard Equity represented by such depositary receipts and (y) if the "Hard Equity Percentage" determined in accordance with this definition is manifestly incorrect (as reasonably determined by the ManagementCo Board, acting in good faith and taking into consideration, among other things, (i) the intent of the parties based on the capital structure of each of the Company and ManagementCo, as may be agreed in a Shareholders' Agreement, if any, and at the time of any such determination and (ii) the existence of a New Holding Company or of any assets or liabilities of a New Holding Company or the Company other than ManagementCo Shares and liabilities in respect of the Group and its business), such numbers shall be appropriately adjusted by the ManagementCo Board (acting reasonably and in good faith, taking into account, among other things, the foregoing considerations).

"Indebtedness" means, with respect to any person, (i) all indebtedness and obligations of or assumed by such person in respect of money borrowed (including without limitation indebtedness for which such person has no primary liability, but which is secured by any form of security interest relating to a present or future asset of such person), evidenced by a promissory note, bond, debenture, letter of credit reimbursement agreement or other written obligation to pay money for money borrowed, or by way of overdraft, acceptance credit or similar facilities, loan stocks, bonds, debentures, notes, debt or inventory financing, finance leases or sale and lease back arrangements or any other arrangements the purpose of which is to borrow money, together with foreign exchange, interest rate or other swaps, hedging obligations, bills of exchange, recourse obligations on factored debts and obligations under other derivative instruments; (ii) any such indebtedness or obligation of others secured by a lien on any asset of such person, whether or not such indebtedness or obligation is assumed by such person; (iii) any guarantee, endorsement, suretyship or other undertaking pursuant to which such person may be liable on account of any obligation of any third party other than a subsidiary of such person; (iv)

indebtedness for the deferred purchase price of property or services; (v) obligations incurred in connection with entering into a lease which, in accordance with IFRS, should be capitalised; (vi) the similar indebtedness or obligations of a partnership or joint venture or collective investment vehicle in which such person is a general partner or joint venturer; and (vii) all obligations of the kinds described in sub-clauses (i) to (vi) above the discharge of which is guaranteed, directly or indirectly, by such person.

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

"Insolvency Event" means in relation to a person:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"ManagementCo Shareholder" means any holder of ManagementCo Shares.

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

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

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

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

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

"Maximum Class B Preferred Shares Number" has the meaning given to it in Article 7.3.

"Middleco" means ONV Middleco NV.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Preferred Shareholders" means the Class A Preferred Shareholders and the Class B Preferred Shareholders.

"Preferred Shares" means the Class A Preferred Shares and the Class B Preferred Shares.

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

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

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

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

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

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

"ROFO Acceptance Notice" has the meaning given to it in Article 14.3. "ROFO Acceptance Period" has the meaning given to it in Article 14.2(b). "ROFO Buyer" has the meaning given to it in Article 14.4(c).

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

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

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

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

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

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

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

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

"Shareholder Instrument" means:

(a) Shares and Company Shareholder Instruments;

(B) ManagementCo Shares;

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

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

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

"STAK ONV Topco" means Stichting Administratiekantoor ONV Topco.

"Sweet Equity" means the Sweet Shares.

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

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

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

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

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

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

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

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

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

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

"TPG Group" means the TPG Investors, collectively.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

"Transferor" means any person Transferring any Shareholder Instrument.

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

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

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

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

"VLNCo" means Ontex II.-A S.à r.l.

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

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

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

4. Registered office.

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

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

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

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

5. Corporate Purpose.

5.1 The Company shall have as its business purpose the holding of participations, in any form whatsoever, in Luxembourg and foreign companies, the acquisition by purchase, subscription, or in any other manner as well as the transfer by sale, exchange or otherwise of stock, bonds, debentures, notes and other securities of any kind, the possession, the administration, the development and the management of its portfolio and the provision of services (of whatsoever description) to any Group Company.

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

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

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

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

Title II. Capital - Shares

7. Capital.

7.1 The issued capital of the Company is fixed at twenty-one million twelve thousand five hundred euros (EUR 21,012,500.-) represented by two billion one hundred one million two hundred fifty thousand (2,101,250,000) ordinary shares, with a nominal value of one euro cent (EUR 0.01) each (the "Ordinary Shares").

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

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

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

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

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

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

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

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

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

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

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

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

8. Shares.

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

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

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

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

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

Title III. Transfer of Shares - Pre-emptive rights - Drag Along and Tag Along Rights - Right of First offer

9. Transfer of Shares.

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

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

9.3 Approval of Shareholders and Lead Investors

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

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

9.5 Required Transfers

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

9.6 General Requirements for Transfers

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

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

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

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

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

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

(iii) to any Group Company;

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

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

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

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

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

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

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

9.7 Transfers to be Pro Rata

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

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

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

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

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

9.8 Permitted Transfers by Shareholders

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

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

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

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

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

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

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

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

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

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

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

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

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

9.9 Limitation on Transferors

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

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

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

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

10. Compulsory transfer.

10.1 Procedure upon the Occurrence of a Compulsory Transfer Event

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

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

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

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

(b) The Compulsory Transferors shall be:

(i) the Affected Manager;

(ii) any Associated Manager Holder of the Affected Manager;

(iii) the estate of any Affected Manager or any Associated Manager Holder of the Affected Manager (in the event of his or her (and/or his or her Associated Manager Holder's) death); or

(iv) any person who Controls or becomes directly or indirectly entitled to the Shares of such Affected Manager or of his, her or its Associated Manager Holder as a result of an Insolvency Event (including any bankruptcy trustee, administrator, administrative receiver or person exercising any similar function).

(c) The Compulsory Transfer Event Notice shall include:

(i) the identity of the Affected Manager and each Compulsory Transferor listed in Article 10.1(b);

(ii) the number of each class of Shares of each Compulsory Transferor subject to the Compulsory Transfer (such number and classes to be calculated in accordance with the provisions of a Shareholders' Agreement, if any);

(iii) the relevant Transfer Price with respect to each class of Shares subject to the Compulsory Transfer calculated in accordance with Article 10.2; and

(iv) the then anticipated date of completion of the Compulsory Transfer.

10.2 Transfer Price

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

10.3 Completing the Compulsory Transfer

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

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

11. Pre-emptive rights.

11.1 Entitlement to Pre-emptive Rights - Capital Increase

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

(i) any issuance of New Shares to a third party seller as consideration for the acquisition by the Group, on arm's-length commercial terms, of any Equity Interests, assets, businesses or undertakings, or to a third party in connection with the formation of any partnership or joint venture arrangement between any Group Company and such third party;

(ii) any issuance of New Shares, if permitted under company law (i) pursuant to a Listing or (ii) for sale (A) through the facilities of any recognised securities exchange or regulated market on which such New Shares are admitted, or are the subject of an application for admission, to trading on such exchange or market pursuant to any prior Listing or otherwise, or (B) in a broadly distributed market offering of such New Shares so admitted or subject to such an application for admission to trading, in any case of sub-clause (A) or (B), except to the extent that any Lead Investor is subscribing for any such New Shares;

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

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

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

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

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

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

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

(b) Exercise of Pre-emptive Rights

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

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

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

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

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

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

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

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

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

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

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

(c) Employee Shares

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

(d) Waiver of Pre-Emptive Rights

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

12. Tag Along rights.

12.1 Tag-Along

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

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

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

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

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

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

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

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

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

12.3 Terms and Conditions for Tagging Sellers

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

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

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

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

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

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

12.5 Exceptions to Tag-Along Rights

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

(a) among Lead Investors;

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

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

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

(e) if permitted under applicable company law, after a Listing, with respect to sales of any Shares (A) through the facilities of any recognised securities exchange or regulated market on which the Shares bring Transferred are admitted to trading on such exchange or market pursuant to any prior Listing or otherwise or (B) in a broadly distributed market offering of such Shares so admitted;

(f) in respect of which a Drag Notice has been served and remains in effect in accordance with Article 13;

(g) in connection with a Sale Below;

(h) to a New Holding Company with the consent of the Lead Investors, acting jointly;

(i) pursuant to the provisions of Article 10;

(j) to any Group Company (including by way of redemption or conversion of Shares or ManagementCo Shares into Shares of another class or in accordance with the other provisions of these Articles or a Shareholders' Agreement, if any);

(k) in such other situations as may be set out in a Shareholders' Agreement, if any; or

(l) by a Preferred Shareholder to a Family Relation of such Preferred Shareholder.

12.6 Completion of Transfer

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

13. Drag Along rights.

13.1 Drag-Along

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

(i) would result in a Qualifying Sale to the Drag-Along Purchaser, together with its Affiliates and any persons acting in concert with the Drag-Along Purchaser or its Affiliates (collectively, a "Drag-Along Group");

(ii) would result in a Lead Investor Sale to the Drag-Along Group; or

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

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

(i) the consideration to be paid per Dragged Share or the method by which such consideration is to be determined, in either case for each class of the Dragged Shares;

(ii) the payment terms, including a description of the form of consideration other than all cash;

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

(iv) the date on which the completion of the Transfer of the Dragged Shares is proposed to occur (which date shall be no earlier than ten (10) Business Days and no later than one hundred and eighty (180) calendar days following the date of the Drag Notice), in each case of these Articles 13.1(b)(i) to 13.1(b)(iv), subject to compliance with the provisions of this Article 13 and any other provisions of these Articles or a Shareholders' Agreement, if any.

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

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

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

13.2 Termination of Drag Notice

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

13.3 Terms and Conditions for Dragged Shareholders

As specified in the Drag Notice

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

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

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

13.4 Completion

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

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

14. Right of first offer.

14.1 Lead Investor Right of First Offer

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

14.2 Notice of Proposed Transfer

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

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

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

14.3 Acceptance of Offer

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

14.4 Transfer of Sale Shares Following Acceptance

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

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

(i) such Lead Investor has full right, title and interest in and to the Sale Shares being Transferred by it;

(ii) such Lead Investor has all necessary power and authority and has taken all necessary actions to effect the Transfer of the Sale Shares being transferred by it as contemplated by this Article 14; and

(iii) the Sale Shares being transferred by it are being Transferred free and clear of any and all Security Interests. For the avoidance of doubt, the Transfer of Sale Shares contemplated by this Article 14.4(b) shall not be subject to the Tag-Along Rights of any other Shareholder or ManagementCo Shareholder.

(c) Non-acceptance of Offer

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

(i) the consideration paid by the ROFO Buyer for the Sale Shares shall be no less than the corresponding consideration specified in the ROFO Offer;

(ii) the material terms of such Transfer are no more favourable to the ROFO Buyer than the other material terms specified in the ROFO Offer (subject in each case to compliance with the other provisions of these Articles or a Shareholders' Agreement, if any and provided that the date of completion of the Transfer shall not be considered a material term); and

(iii) if such Transfer is not effected within one hundred and eighty (180) calendar days (subject to any extension by the Offeror Lead Investor Group of up to three (3) months thereafter solely for the purpose of obtaining or satisfying any required regulatory approvals or consents or notice requirements) of the expiry of the ROFO Acceptance Period, the Offeror Lead Investor Group shall not be permitted to complete such Transfer without first delivering a new ROFO Offer and complying with the other procedures provided for in this Article 14 and any applicable provisions of a Shareholders' Agreement, if any.

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

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

Title IV. Management

17. Board of managers.

17.1 Composition of the Board

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

17.2 Members of the Board

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

17.3 Right to nominate managers

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

17.4 Further nomination of the Board members

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

17.5 Loss of Lead Investor Capacity and Manager Nomination Rights

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

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

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

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

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

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

17.6 Vacation of office

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

17.7 Remuneration of the Managers

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

17.8 Proxy Manager

(a) Appointment and Removal

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

(b) Role

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

(c) No Additional Remuneration

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

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

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

17.10 Location of Meetings

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

17.11 Convening of Board Meetings

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

17.12 Regularity of Board Meetings

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

17.13 Notice of Board Meetings

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

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

17.14 Quorum

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

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

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

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

17.15 Voting

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

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

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

17.16 Adjourning and Reconvening Meetings in the Absence of a Quorum

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

17.17 Minutes

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

17.18 Telephone/Video Conferencing

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

17.19 Written Resolutions

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

17.20 Related Party Matters

(a) At the earliest opportunity before any action is taken by the Board (whether at a meeting of the Board or by written resolution) with respect to a Related Party Matter other than an action relating to (i) the reserved matters as set out in a Shareholders' Agreement, if any, and requiring a Reserved Matter Consent or (ii) any other matter requiring approval

by any Shareholder under applicable companies laws, any Manager or other person that is aware of such matter shall disclose such matter in reasonable detail to the Board.

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

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

17.21 Observers

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

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

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

18. Powers of the board.

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

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

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

19. Delegation of powers.

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

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

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

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

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

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

Title V. General meeting of the shareholders

22. General meeting.

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

22.2 General meetings of Shareholders shall be held in Luxembourg, unless the Shareholders agree otherwise. Each Shareholder must receive at least two (2) (or one (1) in the event of an adjournment pursuant to Article 22.4) Business Days' notice of a general meeting, unless all agree otherwise in writing.

22.3 Quorum Requirements

Subject to the mandatory provisions of the law, the quorum for a Shareholders' meeting of the Company shall be at least one half of the share capital of the Company present or represented including at least two (2) Shareholders, one (1) from each Lead Investor Group (or such greater number as the Lead Investors may direct), or in each case their respective appointed representatives or proxies.

22.4 Adjourning and Reconvening Meetings in the Absence of a Quorum

Shareholders' meetings shall be adjourned to the same time and place on the same day in the following week if a quorum is not present at that meeting within sixty (60) minutes of the time appointed for the meeting and notice of such reconvened meeting shall be the same as for the initial meeting.

22.5 Voting

No decision is deemed validly taken until it has been adopted by the Shareholders representing more than fifty percent (50%) of the issued capital.

22.6 Written Shareholder Resolutions

In case there is more than one (1) but less than twenty-five (25) Shareholders, the Shareholders, in lieu of attending a general meeting held in respect of the Company, may also pass resolutions in writing. In such case, each Shareholder shall receive the precise wording of the text of the resolutions or decisions to be adopted and shall give his vote in writing.

22.7 A Manager shall provide notice of the passage of such resolution as soon as possible following the passage thereof to the other Managers and the Shareholders.

Title VI. Financial year - Profits - Reserves

23. Financial year. The Company's financial year runs from the first of January to the thirty-first of December of each year. Exceptionally the first financial year shall begin on the day of incorporation and close on December 31 st , 2010.

24. Accounts.

24.1 Each year, as of December 31 st ; the Board will draw up the balance sheet, which will contain a record of the property of the Company together with its debts and liabilities and be accompanied by an annex containing a summary of all the commitments and debts of the Managers to the Company.

24.2 At the same time the Board will prepare a profit and loss account, which will be submitted to the general meeting of Shareholders together with the balance sheet.

25. Shareholders' Information. Each Shareholder may inspect at the registered office the inventory, the balance sheet and the profit and loss account during the fortnight preceding the annual general meeting.

26. Legal reserve - Results.

26.1 The credit balance of the profit and loss account, after deduction of the expenses, costs, amortisations, charges and provisions represents the net profit of the Company.

26.2 Each year, five percent (5%) of the net profit will be allocated to the statutory reserve. This deduction ceases to be compulsory when the statutory reserve amounts to one tenth of the capital but must be resumed until the reserve fund is entirely reconstituted if, any time and for any reason whatever, it has been touched. The balance is at the disposal of the general meeting of Shareholders.

27. Distribution on an exit. On an Exit, the assets of the Company remaining after payment of its debts and liabilities (the "Exit Proceeds") will be applied in the following order:

27.1 Each of the Preferred Shareholders shall receive, in respect of their holding of Class A Preferred Shares or Class B Preferred Shares, as the case may be, an amount corresponding to (i) four per cent (4%) of the sum of (a) the Exit Proceeds, plus (b) the amount paid on a redemption by the Company of convertible preferred equity certificates issued by it, if any, less (c) the amount corresponding to the Cumulative Aggregate Lead Investor Investment, less (d) an amount corresponding to (aa) twelve per cent (12%) per year on such Cumulative Aggregate Lead Investor Investment from 1 January 2013 until 31 December 2016 and (bb) eight per cent (8%) each year thereafter until Exit (in each case compounded to the extent permitted under applicable Luxembourg laws), plus (ii) in case the amount determined pursuant to subparagraph (i) is a positive number only, the amount initially invested by the Class A Preferred Shareholders (with respect to the entitlement of the Class A Preferred Shareholders pursuant to this Article 27.1) or by the Class B Preferred Shareholders (with respect to the entitlement of the Class B Preferred Shareholders pursuant to this Article 27.1), as the case may be, in the Company, minus (iii) in case the amount determined pursuant to subparagraph (i) is a positive

number only, the amount of any dividends paid on the Class A Preferred Shares (with respect to the entitlement of the Class A Preferred Shareholders pursuant to this Article 27.1) or by the Class B Preferred Shares (with respect to the entitlement of the Class B Preferred Shareholders pursuant to this Article 27.1), as the case may be, prior to Exit, divided by (iv) the Maximum Class A Preferred Shares Number (with respect to the entitlement of the Class A Preferred Shareholders pursuant to this Article 27.1) or the Maximum Class B Preferred Shares Number (with respect to the entitlement of the Class B Preferred Shareholders pursuant to this Article 27.1), as the case may be, multiplied by (v) the number of Class A Preferred Shares or Class B Preferred Shares, as the case may be, in that holding,

as adjusted by adding or deducting, as the case may be, all fees, charges and expense reimbursements or making other adjustments as provided for in the determination of Cumulative Net Proceeds under a Shareholders' Agreement, if any.

27.2 All remaining Exit Proceeds shall be paid to the Ordinary Shareholders proportionately to their holding of Ordinary Shares.

27.3 For the avoidance of doubt, should the sum as determined pursuant to Article 27.1 equal zero or a negative number, all Exit Proceeds will be paid to the Ordinary Shareholders proportionately to their holding of Ordinary Shares and the Preferred Shareholders shall not participate in any distribution of the Exit Proceeds.

28. Liquidation.

28.1 In the event of a dissolution of the Company, the liquidation will be carried out by one (1) or more liquidators who need not to be Shareholders, designated by the general meeting of Shareholders at the majority defined by article 142 of the law of 10 August 1915 on commercial companies, as amended.

28.2 The liquidator(s) shall be invested with the broadest powers for the realisation of the assets and payment of the debts.

29. Conflict. If the provisions of these Articles are in conflict, or are inconsistent as a matter of contractual interpretation or otherwise with the provisions of a Shareholders' Agreement, if any, the provisions of the latter shall prevail to the fullest extent permitted by law.

30. Applicable law. For all matters not provided for in the present Articles, the parties refer to the existing laws.

Expenses

The expenses, costs, fees and charges of any kind whatsoever, which fall to be paid by the Company as a result of this document are estimated at approximately five hundred euro (EUR 5,000.-).

Declaration

The undersigned notary who knows English, states herewith that on request of the above appearing persons the present deed is worded in English followed by a French version; on request of the same persons and in case of any differences between the English and the French text, the English text will prevail.

Whereof, the present notarial deed was drawn up in Esch-sur-Alzette (Grand Duchy of Luxembourg), on the date named at the beginning of this document.

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

Suit la traduction française du texte qui précède:

N.B. Pour des raisons techniques, ladite version française est publiée dans le Mémorial C N° 410 du 14 février 2014

Signé: Conde, Kesseler.

Enregistré à Esch/Alzette Actes Civils, le 8 novembre 2013. Relation: EAC/2013/14566. Reçu soixante-quinze euros (75,- €).

Le Receveur (signé): Santioni A.

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