

MEMORIAL

Journal Officiel
du Grand-Duché de
Luxembourg



MEMORIAL

Amtsblatt
des Großherzogtums
Luxemburg

RECUEIL DES SOCIÉTÉS ET ASSOCIATIONS

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

C — N° 827

1^{er} avril 2014

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hela Lux, Société Anonyme.

Siège social: L-3225 Bettembourg, Zone Industrielle Scheleck II.
R.C.S. Luxembourg B 32.950.

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Ordentliche Hauptversammlung vom 05.11.2013

Die Gesellschafter beschließen einstimmig die Mandate des Verwaltungsrates:

- Herr Erich Huwer, D-66333 Völklingen, Zechenstraße 8
- Herr Timo Huwer, D-66557 Illingen, Hirtenbergstraße 26
- Frau Pia Frey, D-66293 Riegelsberg, Alexander-Fleming-Straße 19
- Herr Thomas Bruch, D-66606 St.Wendel, Leipziger Straße 8

zu verlängern bis zur Hauptversammlung 2018, die über das Geschäftsjahr 2017/2018 abstimmt.

Als "Réviseur d'entreprises agréé" wird die Wirtschaftsprüfungsgesellschaft Ernst & Young S.A., 7, Rue Gabriel Lippmann, Parc d'Activité Syrdall 2, L-5365 Munsbach, bestellt.

Bettembourg, den 05.11.2013.

Erich Huwer / Timo Huwer / Pia Frey

Vorsitzender / Stimmzähler / Schriftführer

Référence de publication: 2014021258/19.

(140025380) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2014.

A.A.F. Immobilier, Société à responsabilité limitée.

Siège social: L-5612 Mondorf-les-Bains, 14, avenue François Clément.
R.C.S. Luxembourg B 173.322.

—
Extrait de la résolution prise par les gérants en date du 6 janvier 2014

Le siège social est transféré du 13, avenue Lou Hemmer, L – 5627 Mondorf-les-Bains au 14, avenue François Clément, L – 5612 Mondorf-les-Bains, avec effet au 1^{er} janvier 2014.

Pour extrait conforme.

Luxembourg, le 10 février 2014.

Référence de publication: 2014021261/12.

(140025950) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2014.

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

Capital social: EUR 6.100.000,00.

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

—
Il résulte des résolutions prises par l'associé unique de la Société en date du 30 janvier 2013 que:

- Valérie PECHON, née le 10 novembre 1975 à Caracas (Vénézuëla) et ayant son adresse professionnelle au L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte a été démise de ses fonctions de gérant de la Société avec effet au 30 janvier 2014;

- Hans DE GRAAF, né le 19 avril 1950 à Reeuwijk (les Pays-Bas) et ayant son adresse professionnelle au L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte a été démis de ses fonctions de gérant de la Société avec effet au 30 janvier 2014;

- Ritsaert TRAMPE, né le 12 juillet 1984 à Rotterdam (Pays-Bas), et ayant son adresse professionnelle au L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte a été démis de ses fonctions de gérant de la Société avec effet au 30 janvier 2014;

- ALC Financing & Trading S.A., avec siège social au 11-13, boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg et immatriculée au registre de commerce et des sociétés à Luxembourg sous le numéro B174481, a été nommée gérant de la Société avec effet au 30 janvier 2014 et pour une durée indéterminée.

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

Fait à Luxembourg, le 10 février 2013.

Référence de publication: 2014021329/23.

(140026085) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2014.

Aigle Aviation S.à r.l., Société à responsabilité limitée.

Siège social: L-2520 Luxembourg, 39, allée Scheffer.
R.C.S. Luxembourg B 110.578.

—
Extrait des résolutions prises lors de la réunion des gérants tenue à Luxembourg le 29 novembre 2013.

Après délibération, les gérants, agissant en leur qualité de représentants légaux de la société AIGLE AVIATION S.à r.l., décident:

1. de démissionner Monsieur Patrick DE MEYER de son poste de gérant; démission reçue le 9 août 2013;
2. Nomination de Monsieur Emmanuel SABATINI, employé privé, né le 28/04/1967 à Moyoeuvre-Grande (F) domicilié professionnellement 37-39 allée Scheffer, L-2520 Luxembourg, comme nouveau Gérant avec effet rétroactif au 9 août 2013, en remplacement de Monsieur Patrick DE MEYER, gérant démissionnaire.

Luxembourg, le 29 novembre 2013.

Pour la Société

AIGLE AVIATION S.à r.l.

L'agent domiciliataire

Référence de publication: 2014021265/18.

(140025433) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2014.

Air Berlin 2. LeaseLux S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-2320 Luxembourg, 69, boulevard de la Pétrusse.
R.C.S. Luxembourg B 132.483.

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EXTRAIT

Il résulte d'un contrat d'apport en date du 19 décembre 2013 que toutes les 125 parts sociales de la Société ont été cédées par la société Air Berlin PLC, une société ayant son siège social au 32 High Street, Rickmansworth, Hertfordshire WD3 1ER, Royaume-Uni, à la société Air Berlin Technik Limited, une société ayant son siège social au 32 High Street, Rickmansworth, Hertfordshire WD3 1ER, Royaume-Uni, avec effet au 20 décembre 2013.

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

Luxembourg, le 7 février 2014.

Pour Air Berlin 2. LeaseLux S.à r.l.

Signature

Un mandataire

Référence de publication: 2014021267/18.

(140025553) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2014.

Air Berlin 3. LeaseLux S.à r.l., Société à responsabilité limitée.

Capital social: EUR 1.012.500,00.

Siège social: L-2320 Luxembourg, 69, boulevard de la Pétrusse.
R.C.S. Luxembourg B 132.482.

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EXTRAIT

Il résulte d'un contrat d'apport en date du 19 décembre 2013 que toutes les 125 parts sociales de la Société ont été cédées par la société Air Berlin PLC, une société ayant son siège social au 32 High Street, Rickmansworth, Hertfordshire WD3 1ER, Royaume-Uni, à la société Air Berlin Technik Limited, une société ayant son siège social au 32 High Street, Rickmansworth, Hertfordshire WD3 1ER, Royaume-Uni, avec effet au 20 décembre 2013.

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

Luxembourg, le 7 février 2014.

Pour Air Berlin 3. LeaseLux S.à r.l.

Signature

Un mandataire

Référence de publication: 2014021268/18.

(140025552) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2014.

Air Berlin 5. LeaseLux S.à r.l., Société à responsabilité limitée.**Capital social: EUR 12.500,00.**

Siège social: L-2320 Luxembourg, 69, boulevard de la Pétrusse.
R.C.S. Luxembourg B 134.895.

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EXTRAIT

Il résulte d'un contrat d'apport en date du 19 décembre 2013 que toutes les 125 parts sociales de la Société ont été cédées par la société Air Berlin PLC, une société ayant son siège social au 32 High Street, Rickmansworth, Hertfordshire WD3 1ER, Royaume-Uni, à la société Air Berlin Technik Limited, une société ayant son siège social au 32 High Street, Rickmansworth, Hertfordshire WD3 1ER, Royaume-Uni, avec effet au 20 décembre 2013.

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

Luxembourg, le 7 février 2014.

Pour Air Berlin 5. LeaseLux S.à r.l.

Signature

Un mandataire

Référence de publication: 2014021269/18.

(140025551) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2014.

Air Berlin 6. LeaseLux S.à r.l., Société à responsabilité limitée.**Capital social: USD 12.500,00.**

Siège social: L-2320 Luxembourg, 69, boulevard de la Pétrusse.
R.C.S. Luxembourg B 137.585.

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EXTRAIT

Il résulte d'un contrat d'apport en date du 19 décembre 2013 que toutes les 125 parts sociales de la Société ont été cédées par la société Air Berlin PLC, une société ayant son siège social au 32 High Street, Rickmansworth, Hertfordshire WD3 1ER, Royaume-Uni, à la société Air Berlin Technik Limited, une société ayant son siège social au 32 High Street, Rickmansworth, Hertfordshire WD3 1ER, Royaume-Uni, avec effet au 20 décembre 2013.

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

Luxembourg, le 7 février 2014.

Pour Air Berlin 6. LeaseLux S.à r.l.

Signature

Un mandataire

Référence de publication: 2014021270/18.

(140025550) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2014.

Air Berlin 7. LeaseLux S.à r.l., Société à responsabilité limitée.**Capital social: EUR 12.500,00.**

Siège social: L-2320 Luxembourg, 69, boulevard de la Pétrusse.
R.C.S. Luxembourg B 140.911.

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EXTRAIT

Il résulte d'un contrat d'apport en date du 19 décembre 2013 que toutes les 125 parts sociales de la Société ont été cédées par la société Air Berlin PLC, une société ayant son siège social au 32 High Street, Rickmansworth, Hertfordshire WD3 1ER, Royaume-Uni, à la société Air Berlin Technik Limited, une société ayant son siège social au 32 High Street, Rickmansworth, Hertfordshire WD3 1ER, Royaume-Uni, avec effet au 20 décembre 2013.

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

Luxembourg, le 7 février 2014.

Pour Air Berlin 7. LeaseLux S.à r.l.

Signature

Un mandataire

Référence de publication: 2014021271/18.

(140025549) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2014.

Air Berlin 8. LeaseLux S.à r.l., Société à responsabilité limitée.**Capital social: EUR 100.000,00.**

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

R.C.S. Luxembourg B 142.890.

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EXTRAIT

Il résulte d'un contrat d'apport en date du 19 décembre 2013 que toutes les 125 parts sociales de la Société ont été cédées par la société Air Berlin PLC, une société ayant son siège social au 32 High Street, Rickmansworth, Hertfordshire WD3 1ER, Royaume-Uni, à la société Air Berlin Technik Limited, une société ayant son siège social au 32 High Street Rickmansworth, Hertfordshire WD3 1ER, Royaume-Uni, avec effet au 20 décembre 2013.

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

Luxembourg, le 7 février 2014.

Pour Air Berlin 8. LeaseLux S.à r.l.

Signature

Un mandataire

Référence de publication: 2014021272/18.

(140025548) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2014.

Air Berlin 9. LeaseLux S.à r.l., Société à responsabilité limitée.**Capital social: EUR 12.500,00.**

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

R.C.S. Luxembourg B 157.092.

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EXTRAIT

Il résulte d'un contrat d'apport en date du 19 décembre 2013 que toutes les 125 parts sociales de la Société ont été cédées par la société Air Berlin PLC, une société ayant son siège social au 32 High Street, Rickmansworth, Hertfordshire WD3 1ER, Royaume-Uni, à la société Air Berlin Technik Limited, une société ayant son siège social au 32 High Street, Rickmansworth, Hertfordshire WD3 1ER, Royaume-Uni, avec effet au 20 décembre 2013.

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

Luxembourg, le 7 février 2014.

Pour Air Berlin 9. LeaseLux S.à r.l.

Signature

Un mandataire

Référence de publication: 2014021273/18.

(140025547) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 février 2014.

Zenbury International Limited, Société à responsabilité limitée.**Capital social: EUR 12.500,00.**

Siège social: L-2310 Luxembourg, 16, avenue Pasteur.

R.C.S. Luxembourg B 166.658.

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EXTRAIT

Il résulte des résolutions de l'associé unique de la Société prises en date du 12 décembre 2013 que:

(i) Mr. Fergal David Ryan, né le 9 août 1979, à Galway, Irlande, ayant son adresse professionnelle au 16, avenue Pasteur L-2310 Luxembourg, a été nommé gérant de la Société avec effet immédiat et ce pour une durée indéterminée;

(ii) Mr. Thomas Joseph Murphy, né le 26 mai 1954 à Cork, Irlande, ayant son adresse professionnelle au 16, avenue Pasteur L-2310 Luxembourg a été nommé gérant de la Société avec effet au 1^{er} janvier 2014 et ce pour une durée indéterminée

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

Pour extrait conforme

Luxembourg, le 11 février 2014.

Référence de publication: 2014022479/18.

(140026715) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2014.

Walter Luxembourg S.A., Société Anonyme.

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

R.C.S. Luxembourg B 159.530.

Lors de l'assemblée générale annuelle tenue en date du 17 janvier 2014, les actionnaires ont décidé de renouveler le mandat de commissaire aux comptes de PricewaterhouseCoopers, avec siège social au 400, route d'Esch, L-1471 Luxembourg, pour une période venant à échéance lors de l'assemblée générale annuelle qui statuera sur les comptes de l'exercice social se clôturant au 31 décembre 2013 et qui se tiendra en 2014;

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 4 février 2014.

Référence de publication: 2014022466/13.

(140026403) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2014.

Walter Luxembourg Holdings S.C.A., Société en Commandite par Actions.

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

R.C.S. Luxembourg B 159.491.

Lors de l'assemblée générale annuelle tenue en date du 17 janvier 2014, les actionnaires ont décidé de renouveler le mandat de réviseur d'entreprises agréé de PricewaterhouseCoopers, avec siège social au 400, route d'Esch, L-1471 Luxembourg, pour une période venant à échéance lors de l'assemblée générale annuelle qui statuera sur les comptes de l'exercice social se clôturant au 31 décembre 2013 et qui se tiendra en 2014;

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 4 février 2014.

Référence de publication: 2014022465/13.

(140026174) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2014.

Warner Music Luxembourg S.à r.l., Société à responsabilité limitée.

Capital social: EUR 116.130.125,00.

Siège social: L-1610 Luxembourg, 8-10, avenue de la Gare.

R.C.S. Luxembourg B 99.619.

La fonction exacte de Monsieur Paul ROBINSON est gérant de la Société ayant un pouvoir de signature A et dont l'adresse professionnelle est située à 75, Rockefeller Plaza, New York, NY 10019, USA.

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

Référence de publication: 2014022468/11.

(140026600) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2014.

Vantage Media Group S.A., Société Anonyme.

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

R.C.S. Luxembourg B 83.614.

Extrait du procès-verbal de la réunion de l'Assemblée Générale Ordinaire des Actionnaires tenue au siège social à Luxembourg, le 18 juin 2013 à 15.00 heures.

Reconduction des mandats de Messieurs Didier Bottge, Sidney Bouvier et Madame Elise Lethuillier en tant qu'Administrateurs et H.R.T. Révision S.A. en tant que Commissaire aux Comptes, demeurant professionnellement au 163 rue du Kiem L-8030 Strassen, et inscrit au RCS Luxembourg sous le numéro B51238, pour une année. Leur mandat prendra fin à l'assemblée générale qui statuera sur les comptes de l'exercice 2013.

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

Luxembourg, le 18 juin 2013.

Pour la Société

Un mandataire

Référence de publication: 2014022456/17.

(140026319) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2014.

Vantage Media Group S.A., Société Anonyme.

Siège social: L-2535 Luxembourg, 16, boulevard Emmanuel Servais.
R.C.S. Luxembourg B 83.614.

—
Extrait du Procès-verbal de la réunion du Conseil d'Administration tenue le 30 septembre 2013.

Démission de Monsieur Sidney Bouvier en tant qu'administrateur de la Société et ce, avec effet immédiat.

Cooptation de Monsieur Anthony Graca, né le 8 juin 1984, demeurant professionnellement au 16, boulevard Emmanuel Servais L-2535 Luxembourg, en remplacement de Monsieur Sidney Bouvier, administrateur démissionnaire.

Le nouvel administrateur terminera le mandat de son prédécesseur.

Cette cooptation sera soumise à ratification lors de la prochaine assemblée générale annuelle de 2014.

POUR EXTRAIT SINCERE ET CONFORME

Un Mandataire

Référence de publication: 2014022457/15.

(140026572) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2014.

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

R.C.S. Luxembourg B 118.974.

—
Conformément à l'article 3 de la loi du 12 mai 1999 régissant la domiciliation des sociétés, telle que modifiée, PANDOMUS, informe de la dénonciation, avec effet au 31 décembre 2014, du siège social de la société suivante:

VEBEN HOLDING S.à r.l., société à responsabilité limitée, dûment constitué et valablement existante sous les lois du Grand-Duché de Luxembourg, ayant son siège social au 121, avenue de la Faïencerie, L-1511 Luxembourg, Grand-Duché de Luxembourg, enregistrée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 118.974.

Luxembourg, le 10 février 2014.

Pour PANDOMUS

Un mandataire

Référence de publication: 2014022458/14.

(140026217) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2014.

Viking S.A., Société Anonyme.

Siège social: L-4562 Differdange, Zone Industrielle Haneboesch.

R.C.S. Luxembourg B 30.463.

—
Il est porté à la connaissance des tiers que le nom complet de Monsieur Alan ARELLI, administrateur de la Société, est à lire comme suit:

Alan ARELLI MAFFIOLI

Luxembourg, le 10 février 2014.

Alex SCHMITT

Mandataire

Référence de publication: 2014022460/13.

(140026233) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2014.

Solaise S.A., Société Anonyme.

Siège social: L-2314 Luxembourg, 4, place de Paris.

R.C.S. Luxembourg B 172.436.

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Extrait des résolutions de la réunion du Conseil d'Administration, du 22 Décembre 2013

Le Conseil d'Administration a pris la résolution de transférer le siège social du 29, Place de Paris L- 2314 Luxembourg, au 4, Place de Paris à L-2314 Luxembourg, à compter de ce jour.

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

Luxembourg, le 22 décembre 2013.

Signature.

Référence de publication: 2014022415/12.

(140026307) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2014.

Tradeor IT S.A., Société Anonyme.

Siège social: L-7327 Steinsel, 35, rue J.-F. Kennedy.
R.C.S. Luxembourg B 136.554.

CLÔTURE DE LIQUIDATION

Extrait du procès-verbal de l'assemblée générale du 29 décembre 2013

L'assemblée générale extraordinaire du 29 décembre 2011 tenue par-devant notaire et publiée au Mémorial C n°531 du 29 février 2012 a limité la durée de la société au 31 décembre 2011.

L'assemblée générale prend les décisions suivantes:

1. Elle décide de clôturer la liquidation.
2. Aucun produit de liquidation n'étant disponible, il n'y a pas lieu de procéder à une quelconque consignation.
3. Les livres et documents sociaux seront conservés pendant une durée de 5 ans à l'adresse de Benoît NAVEZ, 12B, rue Jean Schneider, L-8272 Mamer.

Signature.

Référence de publication: 2014022447/17.

(140026843) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2014.

V.A.M. S.A., Société Anonyme.

Siège social: L-3320 Berchem, 73, rue de Bettembourg.
R.C.S. Luxembourg B 133.280.

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

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

Référence de publication: 2014022451/9.

(140026375) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2014.

Valiance Farmland Luxembourg S.à r.l., Société à responsabilité limitée.

R.C.S. Luxembourg B 171.212.

Conformément à l'article 3 de la loi du 31 mai 1999 régissant la domiciliation des sociétés, Citco REIF Services (Luxembourg) S.A. informe de la dénonciation de la convention de domiciliation conclue avec effet le 27 août 2012 pour une durée indéterminée entre les deux sociétés:

Valiance Farmland Luxembourg S.à r.l., enregistrée au Registre de Commerce et des Sociétés Luxembourg avec le numéro B171.212 et ayant son siège social au 20 rue de la Poste, L-2346 Luxembourg jusqu'au 20 décembre 2013.

Et ce avec effet au 20 décembre 2013.

Fait à Luxembourg, le 5 février 2013.

Signatures

L'Agent Domiciliataire

Référence de publication: 2014022452/15.

(140026161) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2014.

Rock-It Cargo International S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-2550 Luxembourg, 52-54, avenue du X Septembre.
R.C.S. Luxembourg B 113.463.

EXTRAIT

La Société prend note du changement suivant:

L'adresse professionnelle du gérant de la Société M Jean Lemaire est désormais 12 A, rue de Randlingen, L-8366 Hagen, Grand-Duché de Luxembourg.

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

Signature.

Référence de publication: 2014022517/13.

(140026875) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 février 2014.

TVX Mining Properties S.à r.l., Société à responsabilité limitée.

Capital social: USD 50.000,00.

Siège social: L-2310 Luxembourg, 16, avenue Pasteur.

R.C.S. Luxembourg B 184.164.

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STATUTES

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

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

is held

an extraordinary general meeting (the Meeting) of the sole shareholder of TVX Mining Properties Ltd., an exempted limited company with registered office at 190 Elgin Avenue, George Town, Grand Cayman, KY1-9005, Cayman Islands and registered with the Registrar of Companies in the Cayman Islands under number 308619 (the Company).

There appeared

TVX Cayman Amalco Inc., an exempted limited company with registered office at 190 Elgin Avenue, George Town, KY1-9005, Cayman Islands and registered with the Registrar of Companies in the Cayman Islands under number 247739, hereby represented by Laurent Thailly, lawyer, professionally residing in Luxembourg, Grand-Duchy of Luxembourg, by virtue of a power of attorney given under private seal.

The appearing party referred to above is referred to as the Sole Shareholder.

The power of attorney of the Sole Shareholder, after having been signed *ne varietur* by the proxyholder acting on its behalf and by the undersigned notary, shall remain attached to the present deed to be filed at the same time with the registration authorities.

The Sole Shareholder, represented as stated above, has requested the undersigned notary to record the following:

I. that the Sole Shareholder is the owner of all the one thousand (1,000) ordinary shares issued and outstanding with a par value of one United States Dollar (USD 1) each in the share capital of the Company;

II. that the Sole Shareholder, by special resolutions dated 29 October 2013 (the Cayman Special Resolutions), resolved that the proposal by the Company to seek continuance in the Grand-Duchy of Luxembourg be approved;

III. that the directors of the Company, by resolutions dated 1 November 2013 (the Cayman Directors' Resolutions), resolved *inter alia*, to convene this Meeting to carry out the continuation of the Company in the Grand-Duchy of Luxembourg without discontinuity of its legal personality and to accept (i) the resignation of the sole director of the Company from his office, (ii) the appointment of Marc DAGENAI, Marc CHONG KAN, Emmanuel REVEILLAUD and Nicholas James HAYDUK as the new managers (*gérants*) of the Company and (iii) a change in the registered office of the Company to 16, Avenue Pasteur, L-2310 Luxembourg, Grand-Duchy of Luxembourg, each of these decisions with effect upon the continuance of the Company in Luxembourg;

IV. that it results from a balance sheet of the Company as at 27 November 2013 that the net assets of the Company amount to eleven million seven hundred eighty-eight thousand three hundred ninety-one United States Dollars (USD 11,788,391);

Copies of (a) the Cayman Special Resolutions referred to under item II. above, (b) the Cayman Directors' Resolutions referred to under item III. above and (c) the balance sheet referred to under item IV. above, after signature *ne varietur* by the proxyholder of the Sole Shareholder and the notary, shall remain attached to the present deed to be filed at the same time with the registration authorities;

V. that the Sole Shareholder intends to pass (or as the case may be, confirm) resolutions on the following items:

1. consent to the calling of the Meeting in the form and with the notice period used;
2. removal of Neil Gray (the Cayman Director) as sole director of the Company with effect upon the continuance of the Company in the Grand-Duchy of Luxembourg;
3. transfer of (i) the registered office of the Company and (ii) the place of effective management, the seat of central administration and the seat of central management and control of the Company from the Cayman Islands to 16, Avenue Pasteur, L-2310 Luxembourg, Grand-Duchy of Luxembourg, without discontinuity of the legal personality of the Company;
4. operation of the Company in the Grand-Duchy of Luxembourg under the form of a private limited liability company (*société à responsabilité limitée*) under the name of "TVX Mining Properties S.à r.l.";
5. decision to set the share capital of the Company following the migration at fifty thousand United States Dollars (USD 50,000) from an allocation from the net asset value of the Company, and to allocate the remainder of the net asset value of the Company, amounting to eleven million seven hundred thirty-eight thousand three hundred ninety-one United States Dollars (USD 11,738,391), as follows:

- a) an amount of five thousand United States Dollars (USD 5,000) to the legal reserve of the Company; and
- b) an amount of eleven million seven hundred thirty-three thousand three hundred ninety-one United States Dollars (USD 11,733,391) to the share premium account of the Company.

6. decision to set the number of units of the Company at one thousand (1,000) and to set the nominal value per unit at fifty United States Dollars (USD 50);

7. cancellation of the memorandum of association and full restatement of the articles of association of the Company for the purpose of making them compliant with the laws of the Grand-Duchy of Luxembourg applicable to a private limited liability company (société à responsabilité limitée);

8. confirmation of the description and consistency of the assets and liabilities, and of the share capital of the Company;

9. appointment of the managers of the Company for an unlimited period; and

10. miscellaneous.

These facts exposed and recognised as accurate by the Sole Shareholder, the Sole Shareholder passes the following resolutions:

First resolution

The entirety of the share capital of the Company being represented, the Sole Shareholder, considering itself as duly convened and declaring to have perfect knowledge of the agenda which has been communicated to it in advance, consents to the calling of the Meeting in the form and with the notice period used.

Second resolution

The Meeting resolves to confirm, with effect from the execution of the present deed, as per the Cayman Directors' Resolutions, the removal of the Cayman Director as sole director of the Company with effect upon the continuance of the Company in the Grand-Duchy of Luxembourg.

Third resolution

The Meeting resolves to confirm, with effect from the execution of the present deed, as per the Cayman Directors' Resolutions, the transfer of (i) the registered office of the Company and (ii) the place of effective management, the seat of central administration and the seat of central management and control of the Company from the Cayman Islands to 16, Avenue Pasteur, L-2310 Luxembourg, Grand-Duchy of Luxembourg, without discontinuity of the legal personality of the Company and as a result that the nationality of the Company be changed to a company with the Luxembourg nationality.

Fourth resolution

The Meeting resolves that, as per the Cayman Directors' Resolutions, with effect from the execution of the present deed, the Company shall operate in the Grand-Duchy of Luxembourg under the form of a Luxembourg private limited liability company (société à responsabilité limitée) under the name of "TVX Mining Properties S.à r.l."

Fifth resolution

The Meeting resolves to set the share capital of the Company following the migration at fifty thousand United States Dollars (USD 50,000) from an allocation from the net asset value of the Company, and to allocate the remainder of the net asset value of the Company, amounting to eleven million seven hundred thirty-eight thousand three hundred ninety-one United States Dollars (USD 11,738,391), as follows:

a) an amount of five thousand United States Dollars (USD 5,000) to the legal reserve of the Company; and

b) an amount of eleven million seven hundred thirty-three thousand three hundred ninety-one United States Dollars (USD 11,733,391) to the share premium account of the Company.

Sixth resolution

The Meeting resolves to set the number of units of the Company at one thousand (1,000) and to set the nominal value per unit at fifty United States Dollars (USD 50).

The Meeting notes that as a consequence, the current share capital of the Company is fixed at fifty thousand United States Dollars (USD 50,000), represented by one thousand (1,000) units having a nominal par value of fifty United States Dollars (USD 50) each, which are all owned by the Sole Shareholder.

Seventh resolution

The Meeting resolves to confirm, with effect from the execution of the present deed, the cancellation of the memorandum of association of the Company and full restatement of the articles of association of the Company for the purpose of making them compliant with the laws of the Grand-Duchy of Luxembourg applicable to a private limited liability company (société à responsabilité limitée) so that they now read as follows:

"Title I. Name - Object - Duration - Registered office

Art. 1. Name. There is formed a private limited liability company (société à responsabilité limitée), under the name of "TVX Mining Properties S.à r.l.", governed by the present articles of association and the laws of Luxembourg pertaining

to such an entity (hereinafter the "Corporation"), and in particular the law dated 10th August, 1915, on commercial companies, as amended (hereafter the "Law").

Art. 2. Object.

2.1 The object of the Corporation is the acquisition, administration, management, enhancement and disposal of participations in all kind of companies in Luxembourg or abroad, in any form whatsoever, in particular minerals, metals and other natural resources companies, and related activities. The Corporation may in particular acquire by subscription, purchase, exchange or in any other manner any stock, shares and other participation securities, bonds, debentures, certificates of deposit and other debt instruments and more generally any securities and financial instruments issued by any public or private entity whatsoever.

2.2 The Corporation may borrow in any form, except by way of public offer. It may issue by way of private placement only, notes, bonds and debentures and any kind of debt and/or equity securities. The Corporation may also contract loans and grant all kinds of support, loans, advances and guarantees to companies, in which it has a direct or indirect participation. It may also give guarantees and grant securities in favour of third parties to secure its obligations or the obligations of its subsidiaries, affiliated companies or any other company. The Corporation may further pledge, transfer, encumber or otherwise create security over some of its assets. The Corporation may hold interests in partnerships. It may also acquire, enhance and dispose of patents, licences, and all other intangible property, as well as rights deriving therefrom or supplementing them. In addition, the Corporation may acquire, manage, enhance and dispose of real estate located in Luxembourg or abroad, and may lease or dispose of moveable property.

2.3 In general, the Corporation may carry out all commercial and financial operations, whether in the area of securities or of real estate, likely to enhance or to supplement the above-mentioned purpose.

Art. 3. Duration.

3.1 The Corporation is established for an unlimited duration.

3.2 The Corporation may be dissolved at any time by a resolution of the general meeting of members adopted in the manner required for the amendment of these articles of association.

3.3 The life of the Corporation does not come to an end by the incapacity, bankruptcy, insolvency of or any other similar event affecting, one or several members.

Art. 4. Registered office.

4.1 The registered office is established in the city of Luxembourg. The registered office may be transferred within the municipality of Luxembourg by decision of the board of managers. It may further be transferred to any other place within the Grand-Duchy of Luxembourg by means of a resolution of the general meeting of its members adopted in the manner required for the amendment of these articles of association.

4.2 The Corporation may establish offices and branches, either in the Grand-Duchy of Luxembourg or abroad by decision of the board of managers.

4.3 In the event that extraordinary political, economic or social developments occur or are imminent, that would interfere with the normal activities of the Corporation at its registered office or with the ease of communications with such office, the registered office may be temporarily transferred abroad, until the complete cessation of these abnormal circumstances; such temporary measures will have no effect on the nationality of the Corporation, which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg corporation.

Title II. Capital - Units

Art. 5. Capital - Units.

5.1 The Corporation's corporate capital is set at fifty thousand United States dollars (USD 50,000.-) represented by one thousand (1,000) units in registered form with a par value of fifty United States dollars (USD 50.-) each.

5.2 All the units are fully paid up.

5.3 The board of managers may create such capital reserves as it may deem fit (in addition to those required by law) and shall create a special reserve from funds received by the Corporation as share premiums which may be used by the board of managers, within its sole discretion, to provide for payment for any units which the Corporation may redeem in accordance with these articles, for setting off any realised or unrealised capital losses or for the payment of any dividend or other distributions.

Art. 6. Increase and Reduction of capital. The corporate capital of the Corporation may be increased or reduced in one or several times, by a resolution of the general meeting of members, adopted in the manner required for the amendment of these articles of association.

Art. 7. Transfer of units.

7.1 Units are freely transferable among members.

7.2 In case of a sole member, the units are freely transferable to non-members. In case of plurality of members, units may be transferred to non-members provided such transfer complies with the requirements set forth in article 189 of

the Law, namely has been authorized by the general meeting of members representing at least three quarters (3/4) of the capital of the Corporation.

7.3 The transfer of units will only be binding upon the Corporation or third parties following a notification to, or acceptance by the Corporation as provided in article 1690 of the civil code.

7.4 The Corporation may purchase its own units, provided that the Corporation has sufficient distributable reserves, it being understood that the share premium account of the Company will be considered as a distributable reserve, to that effect.

Art. 8. Form of units - Members' register.

8.1 Units are in registered form.

8.2 A members' register will be kept at the registered office of the Corporation in accordance with the provisions of the Law and may be examined by each member who so requires.

8.3 The ownership of the registered units will result from the inscription in the members' register.

Title III. Administration - Management - Representation

Art. 9. Board of managers.

9.1 The Corporation shall be managed by a board of managers composed, at least, of 4 (four) managers, who do not need to be members and who will be appointed pursuant to a resolution of the general meeting of members.

9.2 The managers are appointed and removed ad nutum pursuant to a decision of the general meeting of members, which determines their powers, compensation and duration of their mandates. The managers shall hold office until their successors are appointed.

Art. 10. Power of the board of managers.

10.1 All powers not expressly reserved by the Law or the present articles of association to the general meeting of members fall within the competence of the board of managers, which shall have all powers to carry out and approve all acts and operations consistent with the Corporation's object.

10.2 To the extent permitted by the Law, the board of managers may sub-delegate powers for specific tasks to one or several ad hoc agents. The board of managers will determine the agent's responsibilities and remunerations (if any), the duration of the period of representation and any other relevant conditions of his agency.

10.3 The agent so appointed shall in any case be revocable ad nutum.

Art. 11. Procedure.

11.1 The board of managers shall meet in Luxembourg as often as the Corporation's interest so requires or upon call of any manager. The board of managers shall meet at least annually in Luxembourg. The board of managers may choose from among its members a chairman. It may also choose a secretary, who does not need to be a manager, who shall be responsible for keeping the minutes of the meetings of the board of managers and of the members.

11.2 Written notice of any meeting of the board of managers shall be given to all managers at least two (2) working days in advance of the hour set for such a meeting, except in circumstances of emergency in which case the nature of such circumstances shall be set forth in the notice of the meeting. This notice may be waived by the consent in writing or by cable, telegram, telex or telefax, or by email of each manager. Separate notice shall not be required for individual meetings held at times and places prescribed in a schedule previously adopted by resolution of the board of managers. No such notice is required if all the managers of the Corporation are present or represented at the meeting and if they state to have been duly informed, and to have full knowledge of the agenda of the meeting.

11.3 The board of managers' meeting may exceptionally be held by means of telephone conference or vidéoconférence. The participation in a meeting by these means is deemed equivalent to a participation in person at such meeting.

11.4 Any manager may act at any meeting of the board of managers by appointing in writing or by cable, telegram, telex or telefax, or by email another manager as his proxy. Votes may also be cast in writing or by cable, telegram, telex or telefax, or by email.

11.5 The board of managers can validly deliberate and act only if 3 (three) of the 4 (four) managers are present or represented. Decisions shall be taken unanimously by all the managers present or represented.

11.6 Resolutions in writing approved and signed by all managers shall have the same effect as resolutions voted at the managers' meetings. Such signatures may appear on a single document or on multiple copies of an identical resolution and may be evidenced by letter or telefax.

11.7 The minutes of any meeting of the board of managers shall be signed by the chairman or, in his absence, by the chairman pro tempore who presided at such meeting. Copies or extracts of such minutes which may be produced in judicial proceedings or otherwise shall be signed by the chairman, or, in his absence, by the chairman pro tempore who presided at the meeting, by the secretary or by two managers.

Art. 12. Representation. The Corporation shall be bound by the joint signature of any 2 (two) managers for all business of the Corporation except for the acquisition, purchase, disposal, sale or other transfer of any investment by the Cor-

poration, in respect of which the Corporation shall be bound by the sole or joint signature of any person or persons to whom such signatory power shall have been delegated by the board of managers.

Art. 13. Liability of the managers. In the execution of their mandate, the managers are not held personally responsible for the obligations of the Corporation. As agents of the Corporation, they are responsible for the correct performance of their duties.

Title IV. General meetings of members

Art. 14. Powers and Voting rights.

14.1 Any regularly constituted general meeting of members of the Corporation shall represent the entire body of members of the Corporation. It shall have the power to ratify all acts relating to the operations of the Corporation.

14.2 Except as otherwise required by Law, resolutions at a general meeting of members duly convened will be passed by a simple majority of those present or represented and voting.

14.3 The capital and other provisions of these articles of association may, at any time, be changed by the sole member or a majority of members representing at least three quarters (3/4) of the capital. The members may change the nationality of the Corporation by a unanimous decision. If all of the members are present or represented at a general meeting of members, and if they state that they have been informed of the agenda of the general meeting, the general meeting may be held without prior notice or publication.

14.4 Each unit entitles its holder to one vote in ordinary and extraordinary general meetings.

14.5 The Corporation will recognize only one holder per unit; in case a unit is held by more than one person, the Corporation has the right to suspend the exercise of all rights attached to that unit until one person has been appointed as the sole owner in relation to the Corporation.

14.6 Each unit gives right to a fraction of the assets and profits of the Corporation in direct proportion to the number of units in existence. If the Corporation has only one member, this sole member exercises all the powers of the general meeting.

14.7 The decisions of the sole member are recorded in minutes or drawn-up in writing.

14.8 Also, contracts entered into between the sole member and the Corporation represented by him are recorded on minutes or drawn-up in writing. Nevertheless, this latter provision is not applicable to current operations entered into under normal conditions.

14.9 Any member may act at any general meeting of members by appointing in writing or by fax as its/his proxy another person who need not to be a member itself/himself.

Art. 15. Annual general meeting. An annual general meeting of members approving the annual accounts shall be held annually within 6 (six) months after the close of the accounting year at the registered office of the Corporation or at such other place as may be specified in the notice of the meeting.

Art. 16. Accounting year. The accounting year of the Corporation shall begin on the first of January of each year and shall terminate on the thirty-first of December of the same year.

Art. 17. Annual accounts and Allocation of profits.

17.1 The annual accounts are drawn up by the board of managers as at the end of each accounting year and will be at the disposal of the members at the registered office of the Corporation.

17.2 Out of the annual net profits of the Corporation, five per cent (5%) shall be placed into the legal reserve account. This deduction ceases to be compulsory when the reserve amounts to ten per cent (10%) of the capital of the Corporation. The general meeting of members, upon recommendation of the board of managers, will determine how the annual net profits will be disposed of.

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

1. Interim accounts are established by the board of managers,
2. These accounts show a distributable profit including profits carried forward,
3. The decision to pay interim dividends is taken by a general meeting of the members,
4. The payment is made once the Corporation has obtained the assurance that the rights of the significant creditors of the Corporation are not threatened.

Title V. Dissolution - Liquidation

Art. 18. Dissolution - Liquidation.

18.1 In the event of dissolution of the Corporation, liquidation shall be carried out by one or several liquidators (who may be physical persons or legal entities) appointed by the general meeting of members effecting such dissolution and which shall determine their powers and their compensation.

18.2 The power to amend the articles of association, if so justified by the needs of the liquidation, remains with the general meeting of the members.

18.3 The power of the managers will come to an end by the nomination of the liquidator(s). After the payment of all debts and liabilities of the Corporation or deposit of any funds to that effect, the surplus will be paid to the sole member, or in case of a plurality of members, the members in proportion to the units held by each member in the Corporation.

Art. 19. General provision. All matters not governed by these articles of association shall be determined in accordance with the Law."

Eighth resolution

The Meeting confirms the description and consistency of the assets and liabilities of the Company as resulting from the above-mentioned balance sheet of the Company as of 27 November 2013.

The Meeting further confirms that the Company, without limitation or exception, continues to own all of its assets and to be obliged by all of its liabilities and commitments notwithstanding the migration of its registered office, place of effective management, seat of central administration and seat of central management and control to the Grand-Duchy of Luxembourg.

The Sole Shareholder finally confirms that, as per the above-mentioned balance sheet of the Company:

1. the net assets of the Company amount to eleven million seven hundred eighty-eight thousand three hundred ninety-one United States Dollars (USD 11,788,391); and
2. the share capital of the Company amounts to fifty thousand United States Dollars (USD 50,000), represented by one thousand (1,000) units having a nominal par value of fifty United States Dollars (USD 50) each, which are all owned by the Sole Shareholder.

Ninth resolution

The Meeting resolves to confirm, as per the Cayman Directors' Resolutions, with effect from the execution of the present deed, the appointment of the following persons as new managers (gérants) of the Company for an unlimited period of time:

- Marc DAGENAIS, born on 23 June 1962 in Montréal, Canada, with address at Calle Pasote, n°27, Urb Hoya del Pozo 3 5212 Telde - Gran Canaria, Spain;
- Marc CHONG KAN, born on 24 August 1964 in Paris, 15e Arrondissement, France, with address at 16, Avenue Pasteur, L-2310 Luxembourg, Grand-Duchy of Luxembourg;
- Emmanuel REVEILLAUD, born on 10 October 1971 in La Rochelle, France, with address at 20, Avenue Marie-Thérèse, L-2132 Luxembourg, Grand-Duchy of Luxembourg; and
- Nicholas James HAYDUK, born on 16 September 1971 in Edmonton, Canada, with address at 25, York Street, 17th Floor, Toronto, Ontario M5J2V5, Canada.

Transitory provision

The first financial year of the Company shall start on the date hereof and it shall end on 31 December 2013.

Estimate of costs

The amount of the expenses in relation to the present deed are estimated to be approximately four thousand euro (EUR 4,000.-).

The undersigned notary who understands and speaks English, states herewith that at the request of the appearing party, the present deed is worded in English, followed by a French version. At the request of the same appearing party, it is stated that, in the case of any discrepancy between the English and the French text, the English version will prevail.

Whereof, the present notarial deed is drawn in Luxembourg, Grand-Duchy of Luxembourg, on the date stated above.

In witness whereof We, the undersigned notary, have set our hand and seal, on the date and year first mentioned above.

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

Suit la traduction française du texte qui précède

L'an deux mille treize, le vingt-septième jour du mois de novembre.

Par devant Maître Francis Kessler, notaire de résidence à Esch-sur-Alzette (Grand-Duché de Luxembourg),

s'est tenue

l'assemblée générale extraordinaire (l'Assemblée) de l'actionnaire unique de TVX Mining Properties Ltd., une exempted limited company ayant son siège social au 190 Elgin Avenue, George Town, KY1-9005, Iles Caïmans, enregistrée auprès du Registre des Sociétés des Iles Caïmans sous le numéro 308619 (la Société).

A comparu TVX Cayman Amalco Inc., une exempted limited company ayant son siège social au 190 Elgin Avenue, George Town, KY1-9005, Iles Caïmans, enregistrée auprès du Registre des Sociétés des Iles Caïmans sous le numéro 247739,

ici représentée par Laurent Thailly, avocat, résidant professionnellement à Luxembourg, Grand-Duché de Luxembourg, en vertu d'une procuration signée sous seing privé.

La partie comparante mentionnée ci-dessus est appelée l'Associé Unique.

La procuration de l'Associé Unique, après avoir été signée ne varietur par le mandataire agissant en son nom et par le notaire instrumentaire, restera attachée au présent acte aux fins d'enregistrement.

L'Associé Unique, représenté comme mentionné ci-dessus, a demandé au notaire instrumentaire d'acter ce qui suit:

I. que l'Associé Unique est le propriétaire de la totalité des mille (1.000) parts sociales restant émises ayant une valeur nominale de un dollar américain (USD 1) du capital social de la Société;

II. que l'Associé Unique, par résolutions spéciales datées du 29 octobre 2013 (les Résolutions Spéciales de Cayman), a décidé que la proposition de la Société de poursuivre son existence au Grand-Duché de Luxembourg est approuvée;

III. que les administrateurs de la Société, par résolutions datées du 1^{er} novembre 2013 (les Résolutions Cayman), ont résolu inter alia, de convoquer cette Assemblée pour statuer sur la continuation de la Société au Grand-Duché de Luxembourg sans discontinuité de sa personnalité juridique et d'accepter (i) la démission de l'administrateur unique de la Société de son poste, (ii) la nomination de Marc DAGENAIS, Marc CHONG KAN, Emmanuel REVEILLAUD and Nicholas James HAYDUK comme nouveaux gérants de la Société et (iii) un changement de siège social de la Société au 16, Avenue Pasteur, L-2310 Luxembourg, Grand-Duché de Luxembourg, chacune de ces décisions avec effet au moment de la continuation de la Société au Grand-Duché de Luxembourg;

IV. qu'il résulte d'états financiers de la Société au 27 novembre 2013 que les actifs nets de la Société s'élèvent à un montant de onze millions sept cent quatre-vingt-huit mille trois cent quatre-vingt-onze dollars américains (USD 11.788.391).

Copies (a) des Résolutions Spéciales de Cayman mentionnées sous le point II. ci-dessus, (b) des Résolutions Cayman mentionnées sous le point III. ci-dessus et (c) de l'état financier mentionné sous le point IV. ci-dessus, après avoir été signées ne varietur par le mandataire de l'Associé Unique et le notaire, resteront annexées au présent acte aux fins d'enregistrement;

V. que l'Associé Unique a l'intention de voter (ou, le cas échéant, confirmer) les résolutions sur les points suivants:

1. consentement à la tenue de l'Assemblée dans la forme et le délai suivi;
2. révocation de Neil Gray (l'Administrateur de Cayman) comme administrateur unique de la Société avec effet au moment de la continuation de la Société au Grand-Duché de Luxembourg;
3. transfert (i) du siège social de la Société et (ii) du lieu d'administration centrale, du siège de l'administration centrale et du siège de la gestion centrale et du contrôle de la Société des Iles Caimans au 16, Avenue Pasteur, L-2310 Luxembourg, Grand-Duché de Luxembourg, sans discontinuité de la personnalité légale de la Société;
4. opération de la Société au Grand-Duché de Luxembourg sous la forme d'une société à responsabilité limitée sous la dénomination de "TVX Mining Properties S.à r.l.";
5. décision de fixer le capital social de la Société après sa migration à un montant de cinquante mille dollars américains (USD 50.000) pris sur les actifs nets de la Société, et d'allouer le reste des actifs nets de la Société, s'élevant à un montant de onze millions sept cent trente-huit mille trois cent quatre-vingt-onze dollars américains (USD 11.738.391), comme suit:
 - a) un montant de cinq mille dollars américains (USD 5.000) à la réserve légale de la Société; et
 - b) un montant de onze millions sept cent trente-trois mille trois cent quatre-vingt-onze dollars américains (USD 11.733.391) au compte de prime d'émission de la Société;
6. décision de fixer le nombre de parts sociales de la Société à mille (1.000) et de fixer la valeur nominale par part sociale à cinquante dollars américains (USD 50);
7. annulation des statuts actuels (memorandum of association) et refonte totale des statuts de la Société pour les besoins de les rendre conformes aux lois du Grand-Duché de Luxembourg applicables à une société à responsabilité limitée;
8. confirmation de la description et de la consistance des actifs et passifs, et du capital social de la Société;
9. nomination des gérants de la Société pour un mandat à durée indéterminée; et
10. divers.

Ces faits étant exposés et reconnus comme justes par l'Associé Unique, l'Associé Unique déclare prendre les résolutions suivantes:

Première résolution

La totalité du capital social de la Société étant représentée, l'Associé Unique, se considérant comme dûment convoqué et déclarant avoir une parfaite connaissance de l'ordre du jour qui lui a été communiqué à l'avance, consent à la tenue de l'Assemblée dans la forme et le délai suivi.

Deuxième résolution

L'Assemblée décide, avec effet à la signature du présent acte, de confirmer, en accord avec les termes des Résolutions Cayman, la révocation de l'Administrateur Cayman de son poste d'administrateur unique de la Société avec effet à la continuation de la Société au Grand-Duché de Luxembourg.

Troisième résolution

L'Assemblée décide, avec effet à la signature du présent acte, de confirmer, en accord avec les Résolutions Cayman, le transfert du (i) du siège social de la Société et (ii) du lieu d'administration central, du siège de l'administration centrale et du siège de la gestion centrale et du contrôle de la Société des Iles Caïmans au 16, Avenue Pasteur, L-2310 Luxembourg, Grand-Duché de Luxembourg, sans discontinuité de la personnalité légale de la Société et ayant comme résultat que la nationalité de la Société est modifiée pour devenir une société luxembourgeoise.

Quatrième résolution

L'Assemblée décide, en accord avec les Résolutions Cayman, avec effet à la signature du présent acte que la Société opérera au Grand-Duché de Luxembourg sous la forme d'une société à responsabilité limitée sous la dénomination de "TVX Mining Properties S.à r.l."

Cinquième résolution

L'Assemblée décide de fixer le capital social de la Société après sa migration à un montant de cinquante mille dollars américains (USD 50.000) pris sur les actifs nets de la Société, et d'allouer le reste des actifs nets de la Société, s'élevant à un montant de onze millions sept cent trente-huit mille trois cent quatre-vingt-onze dollars américains (USD 11.738.391) comme suit:

- a) un montant de cinq mille dollars américains (USD 5.000) à la réserve légale de la Société; et
- b) un montant de onze millions sept cent trente-trois mille trois cent quatre-vingt-onze dollars américains (USD 11.733.391) au compte de prime d'émission de la Société.

Sixième résolution

L'Assemblée décide de fixer le nombre de parts sociales de la Société à mille (1.000) et de fixer la valeur nominale par part sociale à cinquante dollars américains (USD 50).

L'Assemblée note en conséquence que le capital social actuel de la Société est fixé à cinquante mille dollars américains (USD 50.000), représenté par mille (1.000) parts sociales ayant une valeur nominale de cinquante dollars américains (USD 50) chacune, toutes détenues par l'Associé Unique.

Septième résolution

L'Assemblée décide de confirmer, avec effet à la signature du présent acte, l'annulation des statuts (memorandum of association) de la Société et la refonte totale des statuts coordonnés de la Société afin de les rendre compatibles avec les lois du Grand-Duché de Luxembourg applicables à une société à responsabilité limitée, de façon à ce qu'ils existent désormais comme suit:

"Titre I^{er} . Nom - Objet - Durée - Siège social

Art. 1^{er} . Nom. Il est formé une société à responsabilité limitée sous la dénomination «TVX Mining Properties S.à r.l.», qui sera régie par les présents statuts et les lois relatives à une telle entité (ci-après la «Société»), et en particulier la loi du 10 août 1915 relative aux sociétés commerciales, telle que modifiée (ci-après la "Loi").

Art. 2. Objet.

2.1 La Société a pour objet l'acquisition, l'administration, la gestion, le développement et la cession de prise de participations dans toute entreprise à Luxembourg ou à l'étranger sous quelque forme que ce soit, notamment dans le domaine des minéraux, métaux et autres entités liées aux ressources naturelles, ainsi que dans des activités liées. La Société pourra en particulier acquérir par souscription, achat, échange ou de toute autre manière toutes sortes d'actions cotées, actions simples et d'autres titres participatifs, obligations, billets à ordre, certificats de dépôt ou d'autres instruments de dette et plus généralement tous titres et instruments financiers émis par toutes entités privées ou publiques.

2.2 La Société pourra emprunter sous toutes les formes, sauf par voie d'émission publique. Elle pourra émettre par voie d'émission privée seulement, effets, obligations et titres de créances et tout autre type de titre de dette et/ou de participation. La Société pourra aussi faire des prêts et accorder toute sorte de support, prêts, avances et garanties à d'autres sociétés dans lesquelles elle a un intérêt direct ou indirect. Elle pourra aussi donner des garanties et accorder des garanties à l'égard de tiers pour garantir ses obligations ou les obligations de ses filiales, de sociétés affiliées ou toutes autres sociétés. La Société pourra de plus gager, transférer, grever ou créer d'autres types de garanties sur des parties de ses actifs. La Société pourra détenir des participations dans des associations. Elle pourra également acquérir, développer et céder des brevets, licences ou tout autre bien matériel, ainsi que les droits en dérivant ou les complétant. De plus, la Société pourra acquérir, gérer, développer et/ou céder des propriétés immobilières situées au Luxembourg ou à l'étranger, et elle pourra louer et/ou disposer de biens mobiliers.

2.3 De manière générale, la Société pourra procéder à toutes opérations commerciales et financières, que ce soit dans les domaines de l'acquisition de titres ou de biens immobiliers, qui sont de nature à développer et/ou compléter l'objet social ci-dessus.

Art. 3. Durée.

3.1 La Société est constituée pour une durée illimitée.

3.2 La Société pourra être dissoute à tout moment par une décision de l'assemblée d'associés adoptée dans les conditions requises pour la modification des présents statuts.

3.3 L'existence de la Société ne prend pas fin par l'incapacité, la banqueroute, l'insolvabilité ou tout autre événement similaire affectant un ou plusieurs associés.

Art. 4. Siège social.

4.1 Le siège social est établi dans la ville de Luxembourg. Le siège social pourra être transféré dans la ville de Luxembourg par décision du conseil de gérance. Il pourra également être transféré en tout autre endroit du Grand-Duché de Luxembourg par une délibération de l'assemblée générale des associés délibérant comme en matière de modification des statuts.

4.2 La Société pourra établir des bureaux et des succursales tant au Grand-Duché de Luxembourg qu'à l'étranger, par décision du conseil de gérance.

4.3 Dans l'hypothèse où des événements extraordinaires d'ordre politique, économique ou social de nature à compromettre l'activité normale de la Société au siège social ou la communication aisée avec ce siège ou de ce siège avec l'étranger se sont produits ou sont imminents, il pourra être procédé au transfert provisoire du siège social à l'étranger jusqu'à cessation complète de ces circonstances anormales; ces mesures provisoires n'auront toutefois aucun effet sur la nationalité de la Société, laquelle nonobstant ce transfert du siège social statutaire, restera luxembourgeoise.

Titre II. Capital social - Parts sociales

Art. 5. Capital social - Parts Sociales.

5.1 Le capital social de la Société est fixé à cinquante mille dollars américains (USD 50.000,-) représenté par mille (1.000) parts sociales nominatives d'une valeur nominale de cinquante dollars américains (USD 50,-) chacune.

5.2 Toutes les parts sociales ont été entièrement libérées.

5.3 Le conseil de gérance peut créer des réserves de capital s'il le pense opportun (en plus de celles prévues par la loi) et pourra créer une réserve spéciale pour les fonds reçus par la Société comme prime d'émission qui pourra être utilisée par le conseil de gérance, à sa seule discrétion, pour effectuer des paiements pour toute part sociale que la Société peut racheter en accord avec les présents statuts, pour compenser des pertes réalisées ou non ou pour le paiement de tout dividende ou autres distributions.

Art. 6. Augmentation et Réduction du capital. Le capital social de la Société peut être augmenté ou réduit à une ou plusieurs reprises, par résolution de l'assemblée générale des associés délibérant comme en matière de modification des statuts.

Art. 7. Transfert des parts.

7.1 Les parts sociales sont librement cessibles entre associés.

7.2 En cas d'associé unique les parts sociales sont librement cessibles à des non-associés. En cas de pluralité d'associés le transfert de parts sociales peut-être effectué envers des non-associés à condition que ce transfert respecte les règles de l'article 189 de la Loi, c'est à dire qu'il ait été autorisé au préalable par l'assemblée générale des associés représentant au moins trois quarts (3/4) du capital social.

7.3 Le transfert de parts sociales ne sera opposable à la Société ou aux tiers que suite à la notification à la Société ou l'acceptation par la Société telles que prévue par l'article 1690 du code civil.

7.4 La Société pourra acquérir ses propres parts sociales, pourvu que la Société dispose de réserves distribuables suffisantes, étant entendu que le compte de prime d'émission de la Société sera considéré comme une réserve distribuable à cette fin.

Art. 8. Forme des parts sociales - Registre des associés.

8.1 Les parts sociales sont nominatives.

8.2 Un registre des parts sociales sera tenu au siège social de la Société conformément à la Loi et pourra être consulté par tout associé qui le demande.

8.3 La propriété des parts nominatives résultera de l'inscription dans le registre des parts sociales.

Titre III. Administration - Gérance - Représentation

Art. 9. Conseil de gérance.

9.1 La Société est gérée par un conseil de gérance, composé, au moins, de quatre gérants, qui n'ont pas besoin d'être des associés et qui seront nommés par résolution de l'assemblée générale des associés.

9.2 Les gérants sont nommés et révoqués ad nutum par une décision de l'assemblée générale des associés, qui détermine également leurs pouvoirs, rémunération ainsi que la durée de leur mandat. Les gérants sont maintenus en fonctions jusqu'à ce que leurs successeurs soient nommés.

Art. 10. Pouvoirs du conseil de gérance.

10.1 Tous les pouvoirs que la Loi ou les présents statuts ne réservent pas expressément à la décision des associés, relèvent de la compétence du conseil de gérance, qui est investi des pouvoirs les plus larges pour passer tous actes et effectuer les opérations conformément à l'objet social.

10.2 Dans les limites permises par la Loi, le conseil de gérance est autorisé à déléguer ses pouvoirs pour des tâches spécifiques à un ou plusieurs agents ad hoc. Le conseil de gérance déterminera les responsabilités et la rémunération (si c'est le cas), la durée de la représentation et toute autre condition appropriée de la fonction d'agent.

10.3 L'agent nommé sera dans tous les cas révocable ad nutum.

Art. 11. Procédure.

11.1 Le conseil de gérance se réunira à Luxembourg aussi souvent que l'intérêt de la Société le requière ou sur convocation par un gérant. Le conseil de gérance se réunira au moins une fois par an à Luxembourg. Le conseil de gérance pourra choisir en son sein un président. Il pourra également choisir un secrétaire qui n'a pas besoin d'être gérant et qui sera en charge de la tenue des minutes des réunions du conseil de gérance et des assemblées générales des associés.

11.2 Tout gérant doit être convoqué par une convocation écrite au moins deux (2) jours avant la tenue du conseil de gérance, à moins qu'un délai de convocation plus bref ne soit imposé par le caractère d'urgence des affaires en cause, lequel sera dans ce cas décrit dans la convocation. Il peut être passé outre cette convocation avec l'accord écrit, par télécopieur, par câble, par télégramme, par télex ou par e-mail de chaque gérant. Aucune convocation spéciale n'est requise pour les réunions se tenant à une date, à une heure et à un endroit déterminé dans une résolution préalablement prise par le conseil de gérance. Une telle convocation n'est pas requise si tous les gérants sont présents ou représentés lors de la réunion et qu'ils constatent qu'ils ont été bien informés et qu'ils ont pleine connaissance de l'ordre du jour de la réunion.

11.3 Le conseil de gérance pourra se tenir exceptionnellement par voie de téléconférence ou vidéoconférence. La participation à une réunion par ces moyens sera équivalente à une participation en personne.

11.4 Tout gérant pourra se faire représenter à toute réunion du conseil de gérance en désignant par écrit ou par téléfax ou par e-mail un autre gérant. Les votes peuvent également être exprimés par écrit, par câble, télégramme, télex, télécopieur ou par e-mail.

11.5 Le conseil de gérance ne peut valablement délibérer que si 3 (trois) des 4 (quatre) gérants sont présents ou représentés. Les décisions seront prises à l'unanimité des gérants présents ou représentés à une telle réunion.

11.6 Les résolutions écrites, approuvées et signées par tous les gérants ont les mêmes effets que les résolutions votées lors d'une réunion du conseil de gérance. De telles signatures peuvent apparaître sur un seul document ou sur plusieurs copies de la même résolution et peuvent être prouvées par des lettres ou des téléfax.

11.7 Les minutes de chacune des réunions du conseil de gérance doivent être signées par le président ou, en son absence, par le président intérimaire qui préside une telle réunion. Les copies ou extraits des procès-verbaux destinés à servir en justice ou ailleurs seront signés par le Président, ou en son absence, par le Président intérimaire qui préside la réunion, le Secrétaire ou par deux gérants.

Art. 12. Représentation. La Société est engagée par la signature conjointe de 2 (deux) gérants pour toutes les affaires de la Société sauf pour ce qui concerne les acquisitions, achats, cessions, ventes ou autres transferts de tout investissement par la Société, pour lesquels la Société sera engagée par la signature unique ou conjointe de toute(s) personne(s) à qui un tel pouvoir de signature a été délégué par le conseil de gérance.

Art. 13. Responsabilité des gérants. Les gérants ne contractent en raison de leur fonction aucune obligation personnelle relativement aux engagements régulièrement pris par eux au nom de la Société. Simples mandataires, ils ne sont responsables que de l'exécution de leur mandat.

Titre IV. Assemblée générale des associés

Art. 14. Pouvoirs et Droits de votes.

14.1 Toute assemblée générale d'associés de la Société valablement constituée représentera l'ensemble des associés de la Société. Elle aura le pouvoir de ratifier tous les actes en relation avec les opérations de la Société.

14.2 Sauf exception légale, les décisions des assemblées générale des associés valablement convoquées seront prises à la majorité simple des associés présents ou représentés et votants.

14.3 Le capital social et les autres dispositions de ces statuts pourront être modifiés à tout moment par l'associé unique ou par une majorité des associés représentant les trois quarts (3/4) du capital social. Néanmoins le changement de nationalité de la société requiert l'unanimité des voix des associés. Si tous les associés sont présents ou représentés à une assemblée des associés et s'ils précisent qu'ils ont tous été informés de l'ordre du jour de l'assemblée générale, l'assemblée générale pourra se tenir sans convocation ou publication préalable.

14.4 Chaque part sociale donne droit à une voix au sein des assemblées générales ordinaires et extraordinaires.

14.5 La Société ne reconnaît qu'un seul détenteur par part sociale; dans l'hypothèse où une part sociale est détenue par plusieurs personnes, la Société a le droit de suspendre l'exercice des droits attachés à cette part jusqu'à ce qu'une personne ait été désignée comme le seul propriétaire de cette part sociale vis-à-vis de la Société.

14.6 Chaque part sociale donne droit à une fraction des actifs et des bénéfices de la Société en proportion directe avec le nombre de parts sociales en circulation. Dans l'hypothèse où il n'y a qu'un seul associé, celui-ci exerce tous les pouvoirs de l'assemblée générale des associés.

14.7 Les décisions de l'associé unique sont établies sous la forme de minutes ou dressées par écrit.

14.8 De plus, les contrats passés entre l'associé unique et la société représentée par l'associé unique, seront établis sous la forme de minutes ou dressées par écrit. Cependant, cette dernière hypothèse n'est pas applicable aux opérations courantes passées à des conditions normales.

14.9 Chaque associé peut agir à toute assemblée générale des associés en nommant par écrit ou par fax un mandataire en tant que son représentant, qu'il soit associé ou non.

Art. 15. Assemblée générale annuelle. Une assemblée générale annuelle des associés se réunira une fois par an pour l'approbation des comptes annuels, et se tiendra dans les 6 (six) mois de la clôture de l'année sociale au siège social de la Société ou en tout autre lieu à spécifier dans la convocation de cette assemblée.

Art. 16. Année sociale. L'année sociale de la Société commence le premier janvier de chaque année et finit le trente-et-un décembre de la même année.

Art. 17. Comptes annuels et Allocation des bénéfices.

17.1 Les comptes annuels sont préparés par le conseil de gérance à l'issue de chaque année sociale et sont tenus à la disposition des associés au siège social de la Société.

17.2 Il est prélevé cinq pour cent (5%) sur le bénéfice annuel net de la Société pour la constitution d'une réserve légale. Ce prélèvement cesse d'être obligatoire lorsque le montant de cette réserve atteint dix pour cent (10%) du capital social. L'assemblée générale des associés, sur recommandation du conseil de gérance, déterminera l'allocation des bénéfices annuels nets.

Des dividendes intérimaires pourront être distribués à tout moment sous les conditions suivantes:

1. Des comptes intérimaires sont établis par le conseil de gérance,
2. Ces comptes font état d'un bénéfice incluant les bénéfices reportés,
3. La décision de payer un dividende intérimaire est prise par une assemblée générale des associés,
4. Le paiement est effectué après que la Société obtenu la garantie que les droits des créanciers importants de la Société ne sont pas menacés.

Titre V. Dissolution et Liquidation

Art. 18. Dissolution et Liquidation.

18.1 Au moment de la dissolution de la Société, la liquidation sera assurée par un ou plusieurs liquidateurs (qui pourront être des personnes physiques ou morales), nommés par l'assemblée générale des associés qui déterminera leurs pouvoirs et rémunérations.

18.2 Le pouvoir de modifier les statuts, si nécessaire pour les besoins de la liquidation, reste une prérogative de l'assemblée générale des associés.

18.3 Les pouvoirs des gérants cesseront par la nomination du(es) liquidateur(s). Après le paiement de toutes les dettes et tout le passif de la Société ou du dépôt des fonds nécessaires à cela, le surplus sera versé à l'associé unique ou en cas de pluralité d'associé le surplus sera versé à chaque associé en proportion du nombre de ses parts sociales.

Art. 19. Dispositions générales. Tout ce qui ne fait pas l'objet d'une prévision spécifique par les présents statuts sera régi par la Loi."

Huitième résolution

L'Assemblée confirme la description et la consistance des actifs et passifs de la Société comme il en résulte des états financiers de la Société ci-dessus mentionnés au 27 novembre 2013.

L'Assemblée confirme aussi que la Société, sans limitation ou exception, continue de détenir tous ses actifs et est obligée par tous ses passifs et engagements nonobstant la migration de son siège social, son lieu de gestion effective et le siège de son administration centrale et son contrôle au Grand-Duché de Luxembourg.

L'Associé Unique confirme enfin que, d'après les états financiers ci-dessus mentionnés:

1. Les actifs nets de la Société s'élèvent à un montant de onze millions sept cent quatre-vingt-huit mille trois cent quatre-vingt-onze dollars américains (USD 11.788.391); et
2. Le capital social de la Société est fixé à cinquante mille dollars américains (USD 50.000), représenté par mille (1.000) parts sociales ayant une valeur nominale de cinquante dollars américains (USD 50) chacune, toutes détenues par l'Associé Unique.

Neuvième résolution

L'Assemblée décide de confirmer, en accord avec les Résolutions Cayman, avec effet à la signature du présent acte, la nomination des personnes suivantes comme nouveaux gérants de la Société pour un mandat à durée indéterminée:

- Marc DAGENAI, né le 23 juin 1962 à Montréal, Canada, ayant pour adresse Calle Pasote, n°27, Urb Hoya del Pozo 3 5212 Telde - Iles Canaries, Espagne;
- Marc CHONG KAN, né le 24 août 1964 à Paris, 15^e Arrondissement, France, ayant pour adresse le 16, Avenue Pasteur, L-2310 Luxembourg, Grand-Duché de Luxembourg;
- Emmanuel REVEILAUD, né le 10 octobre 1971 à La Rochelle, France, ayant pour adresse le 20, Avenue Marie-Thérèse, L-2132 Luxembourg, Grand-Duché de Luxembourg; et
- Nicholas James HAYDUK, né le 16 septembre 1971 à Edmonton, Canada, ayant pour adresse le 25, York Street, 17th Floor, Toronto, Ontario M5J2V5, Canada.

Disposition transitoire

Le premier exercice social de la Société commence aujourd'hui et finit le 31 décembre 2013.

Evaluation des frais

Le montant des frais en relation avec le présent acte s'élève à approximativement quatre mille euros (EUR 4.000,-).

Le notaire soussigné, qui comprend et parle la langue anglaise, constate que la partie comparante a requis de documenter le présent acte en langue anglaise, suivi d'une version française. A la requête de ladite partie comparante, en cas de divergence entre le texte anglais et le texte français, le texte anglais fera foi.

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

En foi de quoi Nous, notaire soussigné, avons apposé notre signature et sceau le jour et l'année indiqués ci-dessus.

Et après lecture faite et interprétation donnée au mandataire de la partie comparante, celui-ci a signé le présent acte original avec Nous, le notaire.

Signé: Thailly, Kessler.

Enregistré à Esch/Alzette Actes Civils, le 02 décembre 2013. Relation: EAC/2013/15709. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): Santioni A.

POUR EXPEDITION CONFORME.

Référence de publication: 2014021170/627.

(140023852) Déposé au registre de commerce et des sociétés de Luxembourg, le 6 février 2014.

B.E.L.L.G., Société Anonyme.

Siège social: L-9522 Wiltz, 21, rue du Fossé.

R.C.S. Luxembourg B 122.858.

DISSOLUTION

L'an deux mille quatorze, le vingt-neuf janvier

Par devant Maître Joëlle SCHWACHTGEN, notaire de résidence à Wiltz.

A comparu:

Monsieur Norbert PEETERS, demeurant à B-4500 HUY, 2, Promenade Saint-Jean L'Agneau

Lequel comparant, présent ou tel que représenté a requis le notaire instrumentant d'acter ce qui suit:

1) Qu'il est l'actionnaire unique de la société anonyme "B.E.L.L.G.", ayant son siège à L-9522 Wiltz, 21, Rue du Fossé, constituée suivant acte reçu par le Notaire Anja HOLTZ, notaire alors de résidence à Wiltz en date du 28 novembre 2006, publié au Mémorial C, Recueil Spécial des Sociétés et Associations, numéro 545 du 5 avril 2007, dont les statuts n'ont pas été modifiés à ce jour

2) Que la société est inscrite au Registre de Commerce et des Sociétés à Luxembourg, Section B sous le numéro 122.858.

Le capital social de la Société est de cent cinquante mille euros (150.000.-EUR) entièrement libéré, divisé en cent (100) actions d'une valeur nominale de mille cinq cents (1.500 euros) euros chacune.

3) Qu'en tant qu'actionnaire unique il décide de procéder à la dissolution et la liquidation de la société anonyme B.E.L.L.G. avec effet immédiat;

Que la société ne possède pas d'immeuble ni de parts d'immeubles

4) Qu'il décide d'acter la démission des administrateurs et du commissaire aux comptes et leurs donne décharge pour la gestion jusqu'à ce jour.

5) Qu'il déclare avoir pleine connaissance des statuts et connaître parfaitement la situation financière de la société anonyme B.E.L.L.G..

Qu'il approuve les comptes arrêtés au 31 décembre 2013 et affirme que la société n'a plus eu aucune activité depuis cette date. Le bilan de ladite société est annexé, paraphé et enregistré.

Que la société anonyme B.E.L.L.G. est dissoute par l'effet de sa volonté, qu'elle cessera d'exister avec effet ce jour, qu'exerçant les droits attachés à la propriété de toutes les actions, il est investi de tout l'avoir actif et passif de la société dont il accepte expressément de recueillir les biens et de prendre en charge les dettes en nom personnel de manière illimitée et que la liquidation de la société anonyme B.E.L.L.G. se trouve ainsi immédiatement et définitivement clôturée.

6) Qu'il décide que les documents sociaux resteront déposés pendant cinq ans à l'adresse suivante: L-9522 Wiltz, 21, Rue du Fossé.

7) Qu'il procède à l'annulation des titres.

Pour le dépôt et la publication à faire, tous pouvoirs sont conférés au porteur d'une expédition des présentes.

Frais

Le montant total des frais, dépenses, rémunérations ou charges, sous quelque forme que ce soit, qui incombent à la Société, ou qui sont mis à sa charge à raison du présent acte, est évalué approximativement à huit cent cinquante euros (850,-EUR).

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

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

Signé: Peeters, Joëlle Schwachtgen.

Enregistré à Wiltz, le 5 février 2014. Relation: WIL/2014/84. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): Pletschette.

POUR EXPEDITION CONFORME, délivrée à la société pour servir à des fins administratives.

Wiltz, le 6 février 2014.

Référence de publication: 2014019383/50.

(140025234) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 février 2014.

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

Siège social: L-1630 Luxembourg, 58, rue Glesener.

R.C.S. Luxembourg B 107.935.

L'an deux mille quatorze,

Le vingt-trois janvier,

Pardevant Maître Jacques CASTEL, notaire de résidence à Grevenmacher (Luxembourg), soussigné,

A comparu:

Monsieur Michel SUTTO, agent commercial, demeurant à B-5300 Andenne, 1, Vieux Thier, ici représenté par Monsieur Nico NOTHUMB, demeurant professionnellement à Luxembourg, en vertu d'une procuration sous seing privé, donnée à Andenne (B), le 10 janvier 2014,

laquelle procuration restera, après avoir été signée «ne varietur» par le comparant et le notaire instrumentaire, annexée aux présentes, avec lesquelles elles sera soumise aux formalités de l'enregistrement,

Lequel comparant, représenté comme il est dit, a exposé au notaire instrumentaire ce qui suit:

Monsieur Michel SUTTO est l'unique associé de la société à responsabilité limitée "CPPS S.à r.l.", ayant son siège social à L-9980 Wilwerdange (commune de Troisvierges), 43G, rue de Weiswampach, inscrite au Registre de Commerce et des Sociétés sous le numéro B 107935,

constituée suivant acte reçu par Maître Léon Thomas dit Tom METZLER, alors notaire de résidence à Luxembourg-Bonnevoie, en date du 03 mai 2005, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 953 du 28 septembre 2005, modifiée suivant acte reçu par Maître Blanche MOUTRIER, notaire de résidence à Esch-sur-Alzette, en date du 14 mars 2011, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 1148 du 28 mai 2011.

Le capital social s'élève à douze mille cinq cents (12.500.-) euros, représenté par cent (100) parts sociales d'une valeur de cent vingt-cinq euros (125.-) chacune.

Lequel associé unique, représentant l'intégralité du capital social, a pris à l'unanimité les résolutions suivantes:

Première résolution

L'associé unique décide de transférer le siège social de la société de L-9980 Wilwerdange (commune de Troisvierges), 43G, rue de Weiswampach, à L-1630 Luxembourg, 58, rue Glesener.

Deuxième résolution

Les associés décident de modifier le premier alinéa de l'article deux des statuts pour lui donner dorénavant la teneur suivante:

" **Art. 2. premier alinéa.** Le siège social de la société est établi à Luxembourg."

Frais

Les frais et honoraires des présentes et tous ceux qui en seront la conséquence seront à la charge solidaire de l'associé et de la société.

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

Et après lecture faite et interprétation donnée en langue du pays au comparant, connu du notaire instrumentaire par noms, prénoms, états et demeures, il a signé avec nous notaire le présent acte.

Signé: N. NOTHUMB, J. CASTEL.

Enregistré à Grevenmacher, le 24 janvier 2014. Relation: GRE/2014/355. Reçu soixante-quinze euros 75,00 €.

Le Receveur ff. (signé): PIERRET.

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

Grevenmacher, le 07 février 2014.

J. CASTEL

Le Notaire

Référence de publication: 2014019476/48.

(140024541) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 février 2014.

FB Lux Holdings, S.C.A., Société en Commandite par Actions.

Siège social: L-2449 Luxembourg, 25C, boulevard Royal.

R.C.S. Luxembourg B 181.786.

In the year two thousand and fourteen, on twenty-fourth of January.

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

was held

an extraordinary general meeting of the shareholders of FB Lux Holdings, S.C.A. a société en commandite par actions governed by the laws of Luxembourg, with registered office at 25C, boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, incorporated following a deed of 12 November 2013, published in the Mémorial C, Recueil des Sociétés et Associations number 1179 of 3 January 2014 and registered with the Luxembourg Register of Commerce and Companies under number B 181786 (the "Company"). The articles of incorporation of the Company have not yet been amended.

The meeting was declared open at 10.26 a.m. by Me Rémy Bonneau, lawyer, with professional address in Luxembourg, in the chair, who appointed as secretary Ms. Djénéba Samake, lawyer, with professional address in Luxembourg.

The meeting elected as scrutineer Me Caroline Pimpaud, lawyer, with professional address in Luxembourg.

The bureau of the meeting having thus been constituted, the chairman declared and requested the notary to record the following:

(i) That the agenda of the meeting was the following:

Agenda

1 To reduce the nominal value of the shares of the Company from its current amount of one euro (EUR 1.-) to five euro cents (EUR 0.05), to split each existing share into twenty (20) new shares, having a nominal value of five euro cents (EUR 0.05) each and to acknowledge that the share capital of the Company is subsequently set at thirty-one thousand and one euro (EUR 31,001.-) represented by six hundred twenty thousand (620,000) class A shares and twenty (20) class B shares, having a nominal value of five euro cents (EUR 0.05) each and that one hundred thirty-eight thousand three hundred (138,300) class A shares of the Company are held by CCP Credit Acquisition Holdings Luxco S.à r.l., three hundred forty-five thousand eight hundred sixty (345,860) class A shares of the Company are held by CCP II Acquisition Luxco S.à r.l., forty-six thousand six hundred eighty (46,680) class A shares of the Company are held by CSCP Credit Acquisition Holdings Luxco S.à r.l. and twenty (20) class B shares are held by FG Lux Holdings GP, S.A.

2 To approve the buy-back by the Company of one hundred thirty-eight thousand three hundred (138,300) class A shares of the Company held by CCP Credit Acquisition Holdings Luxco S.à r.l., three hundred forty-five thousand eight hundred sixty (345,860) class A shares of the Company held by CCP II Acquisition Luxco S.à r.l., forty-six thousand six hundred eighty (46,680) class A shares of the Company held by CSCP Credit Acquisition Holdings Luxco S.à r.l., eighty

nine thousand one hundred sixty (89,160) class A shares of the Company held by CSCP II Acquisition Luxco S.à r.l. and nineteen (19) class B shares held by FG Lux Holdings GP, S.A. (the “Buy-Back”) at an aggregate purchase price of thirty one thousand euro and ninety-five cents (EUR 31,000.95).

3 Further to the approval of the Buy-Back, to acknowledge that the Company holds six hundred twenty thousand (620,000) class A shares and nineteen (19) class B shares, with a nominal value of five euro cents (EUR 0.05) each.

4 To decrease the share capital of the Company by an amount of thirty-one thousand euro and ninety-five cents (EUR 31,000.95) so as to reduce it from its current amount of thirty-one thousand one euro (EUR 31,001.-) to five euro cents (EUR 0.05) by cancellation of six hundred twenty thousand (620,000) class A shares and nineteen (19) class B shares with a nominal value of five euro cents (EUR 0.05) each.

5 To confer all and any powers to the general partner of the Company in order to implement the above.

6 To increase the share capital of the Company by an amount of seven million one hundred sixty-two thousand five hundred euro (EUR 7,162,500.-) so as to raise it from its current amount of five euro cents (EUR 0.05) to seven million one hundred sixty-two thousand five hundred euro and five euro cents (EUR 7,162,500.05) and to issue seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class A shares, seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class B shares, seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class C shares, seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class D shares, seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class E shares, seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class F shares, seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class G shares and seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class H shares, having a nominal value of five euro cents (EUR 0.05) each, having the rights and privileges as set out in the articles of incorporation of the Company to be restated pursuant to item 10 of the agenda.

7 To accept subscription for these seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class A shares, seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class B shares, seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class C shares, seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class D shares, seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class E shares, seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class F shares, seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class G shares and seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class H shares, with payment of a share premium in a total amount of fifty-two million two hundred thirty-five thousand four hundred sixteen euro and eighty-two euro cents (EUR 52,235,416.82), by AG Centre Street Partnership LP, AG Super Fund International Partners LP, Silver Oak Capital LLC, Apollo Special Opportunities Managed Account LP, Avenue Credit Strategies Fund, GL Europe Luxembourg S.à r.l., CCP Credit Acquisition Holdings Luxco S.à r.l., CCP II Acquisition Luxco S.à r.l., CSCP Credit Acquisition Holdings Luxco S.à r.l., CSCP II Acquisition Luxco S.à r.l., Citibank International PLC, Citigroup Financial Products Inc, Crédit Suisse International, DuPont Pension Trust, Goldman Sachs Bank International Bank, Merrill Lynch International, Morgan Stanley Bank International Limited, OCM Luxembourg OPPS VIIIb S.à r.l. and/or Sculptor Investments S.à r.l. and to accept payment in full for the subscription of such new shares by a contribution of receivables held by the subscribers against Bonhom SAS, a société par actions simplifiée incorporated under the laws of France, having its registered office at 3 rue Denis Papin 37300 Joue-les-Tours and registered under number 484 699 699 with the Tours Commercial Registry (“Bonhom”).

8 To acknowledge the report of the board of directors of the Company in accordance with article 32-3 (5) of the Luxembourg law of 10 August 1915 on commercial companies, as amended.

9 To create an authorised capital and to authorise the general partner, within the limits of the authorized capital and subject to the terms of any agreement as from time to time in effect between the shareholders of the Company and any other parties referenced therein (inter alia) relating to and in the presence of the Company (as the same may be amended, supplemented, modified or replaced from time to time) or any agreement as from time to time in effect between the general partner and the shareholders of FB Lux Holdings MIP, S.C.A. relating to and in the presence of the Company (as the same may be amended, supplemented, modified or replaced from time to time) during a period ending five (5) years after the date of publication of the minutes of the general meeting of shareholders creating the authorized capital in the Mémorial C, Recueil des Sociétés et Associations, to (i) realise any increase of the issued capital in one or several successive tranches, following, as the case may be, the exercise of the subscription and/or conversion rights granted by the general partner within the limits of the authorised capital under the terms and conditions of the preference shares, warrants (which may be separate or attached to shares, bonds, notes or similar instruments), convertible bonds, notes or similar instruments as from time to time issued by the Company, by the issuing of new shares, with or without share premium, against payment in cash or in kind, by conversion of claims on the Company or in any other manner; (ii) determine the place and date of the issue or successive issues, the issue price, the terms and conditions of the subscription of and paying up on the new shares; and (iii) remove or limit the preferential subscription right of the shareholders in the case of issue of shares, warrants, convertible bonds, notes or similar instruments against payment in cash.

10 To fully restate the articles of association of the Company (as communicated to the shareholders) in order to reflect, among others, the resolutions proposed above.

(ii) That the shareholders present or represented, the proxyholders of the represented shareholders and the number of the shares held by the shareholders are shown on an attendance-list; this attendance-list, signed by the shareholders, the proxyholders of the represented shareholders, the bureau of the meeting and the undersigned notary, will remain annexed to the present deed to be filed at the same time with the registration authorities.

(iii) That the proxies of the represented shareholders, signed by the proxyholders, the bureau of the meeting and the undersigned notary will also remain annexed to the present deed.

(iv) That the whole corporate capital was represented at the meeting and all the shareholders present or represented declared that they had due notice and got knowledge of the agenda prior to this meeting, and waived their right to be formally convened.

(v) That the meeting was consequently regularly constituted and could validly deliberate on all the items of the agenda.

(vi) That the extraordinary general meeting of shareholders, each time unanimously, took the following resolutions:

First resolution

The extraordinary general meeting of shareholders resolved to reduce the nominal of the shares of the Company from its current amount of one euro (EUR 1.-) to five euro cents (EUR 0.05), to split each existing share into twenty (20) new shares, having a nominal value of five euro cents (EUR 0.05) each and to acknowledge that the share capital of the Company is subsequently set at thirty-one thousand and one euro (EUR 31,001.-) represented by six hundred twenty thousand (620,000) class A shares and twenty (20) class B shares, having a nominal value of five euro cents (EUR 0.05) each and that one hundred thirty-eight thousand three hundred (138,300) class A shares of the Company are held by CCP Credit Acquisition Holdings Luxco S.à r.l., three hundred forty-five thousand eight hundred sixty (345,860) class A shares of the Company are held by CCP II Acquisition Luxco S.à r.l., forty-six thousand six hundred eighty (46,680) class A shares of the Company are held by CSCP Credit Acquisition Holdings Luxco S.à r.l., eighty nine thousand one hundred sixty (89,160) class A shares of the Company are held by CSCP II Acquisition Luxco S.à r.l. and twenty (20) class B shares are held by FB Lux Holdings GP, S.A..

Second resolution

The extraordinary general meeting of shareholders resolved to approve the buy-back by the Company of one hundred thirty-eight thousand three hundred (138,300) class A shares of the Company held by CCP Credit Acquisition Holdings Luxco S.à r.l., three hundred forty-five thousand eight hundred sixty (345,860) class A shares of the Company held by CCP II Acquisition Luxco S.à r.l., forty-six thousand six hundred eighty (46,680) class A shares of the Company held by CSCP Credit Acquisition Holdings Luxco S.à r.l., eighty nine thousand one hundred sixty (89,160) class A shares of the Company held by CSCP II Acquisition Luxco S.à r.l. and nineteen (19) class B shares held by FB Lux Holdings GP, S.A. (the "Buy-Back") at a price of five euro cents (EUR 0.05) per share corresponding to an aggregate purchase price of thirty one thousand euro and ninety-five cents (EUR 31,000.95).

Third resolution

Further to the approval of the Buy-Back, the extraordinary general meeting of shareholders resolved to acknowledge that the Company holds six hundred twenty thousand (620,000) class A shares and nineteen (19) class B shares, with a nominal value of five euro cents (EUR 0.05) each.

Fourth resolution

The extraordinary general meeting of shareholders resolved to decrease the share capital of the Company by an amount of thirty-one thousand euro and ninety-five cents (EUR 31,000.95) so as to reduce it from its current amount of thirty-one thousand one euro (EUR 31,001.-) to five euro cents (EUR 0.05) by cancellation of six hundred twenty thousand (620,000) class A shares and nineteen (19) class B shares with a nominal value of five euro cents (EUR 0.05) each, the remaining one (1) class B share being reclassified into one (1) class GP share as set out in the articles of incorporation of the Company to be restated pursuant to the tenth resolution.

Fifth resolution

The extraordinary general meeting of shareholders resolved to confer all and any powers to the general partner of the Company in order to implement the above resolutions.

The general partner of the Company is notably entitled and authorised to make the reimbursement of capital to the shareholders, to set the date and other formalities of such payment and to do all other things necessary and useful in relation to the above resolutions.

Sixth resolution

The extraordinary general meeting of shareholders resolved to increase the share capital of the Company by an amount of seven million one hundred sixty-two thousand five hundred euro (EUR 7,162,500.-) so as to raise it from its current amount of five euro cents (EUR 0.05) to seven million one hundred sixty-two thousand five hundred euro and five euro cents (EUR 7,162,500.05) and to issue seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class A shares, seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class B shares, seventeen

million nine hundred six thousand two hundred fifty (17,906,250) new class C shares, seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class D shares, seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class E shares, seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class F shares, seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class G shares and seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class H shares, having a nominal value of five euro cents (EUR 0.05) each, having the rights and privileges as set out in the articles of incorporation of the Company to be restated pursuant to the tenth resolution.

*Seventh resolution
Subscription - Payment*

Thereupon appeared:

AG Centre Street Partnership LP, with registered address at c/o The Corporation Trust Company Corporation Trust Center, 1209 orange Street, Wilmington, New Castle County, Delaware 19801 (U.S.A), with the identification number 5144491 ("AG Centre Street Partnership"), hereby represented by Me Rémy Bonneau, lawyer, residing in Luxembourg, by virtue of a proxy given on 23 January 2014;

AG Super Fund International Partners LP, with registered address at c/o Ogier Fiduciary Services (Cayman) Limited, 89 Nexus Way, Camana Bay, Grand Cayman KY1-9007, Cayman Islands, with the identification number CR-10179 ("AG Super Fund International Partners"), hereby represented by Me Rémy Bonneau, prenamed, by virtue of a proxy given on 23 January 2014;

Silver Oak Capital LLC, with registered address at c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, New Castle County, Delaware 19808 (U.S.A.), with the identification number 2522817 ("Silver Oak Capital"), hereby represented by Me Rémy Bonneau, prenamed, by virtue of a proxy given on 23 January 2014;

Apollo Special Opportunities Managed Account LP, with registered address at c/o Corporation Service Company, 2711 Centerville Road, Suite 400, Wilmington, DE 19808 (U.S.A.), with the identification number 4292910 ("Apollo Special Opportunities Managed Account"), hereby represented by Me Rémy Bonneau, prenamed, by virtue of a proxy given on 23 January 2014;

Avenue Credit Strategies Fund, with registered address at c/o National Corporate Research, Ltd., 615 South Dupont Highway, Dover, D.E. 19901 (U.S.A.), with the identification number 5118707 ("Avenue Credit Strategies Fund"), hereby represented by Me Rémy Bonneau, prenamed, by virtue of a proxy given on 23 January 2014;

GL Europe Luxembourg S.à r.l., a société à responsabilité limitée, governed by the laws of Luxembourg, having an issued capital of twelve thousand five hundred euro (EUR 12,500.-) with registered office at 25A, boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B 114977, («GL Europe Luxembourg»), hereby represented by Me Rémy Bonneau, prenamed, by virtue of a proxy given on 23 January 2014;

CCP Credit Acquisition Holdings Luxco S.à r.l., a société à responsabilité limitée governed by the laws of the Grand Duchy of Luxembourg, having an issued capital of twelve thousand five hundred euro (EUR 12,500.-) with registered office at 25C, boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B 138981 ("CCP CAHL"), hereby represented by Me Rémy Bonneau, prenamed, by virtue of a proxy given on 24 January 2014;

CCP II Acquisition Luxco S.à r.l., a société à responsabilité limitée governed by the laws of the Grand Duchy of Luxembourg, having an issued capital of twelve thousand five hundred euro (EUR 12,500.-) with registered office at 25C, boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B 160175, ("CCP II"), hereby represented by Me Rémy Bonneau, prenamed, by virtue of a proxy given on 24 January 2014;

CSCP Credit Acquisition Holdings Luxco S.à r.l., a société à responsabilité limitée governed by the laws of the Grand Duchy of Luxembourg, having an issued capital of twelve thousand five hundred euro (EUR 12,500.-) with registered office at 25C, boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B 151142 ("CSCP CAHL"), hereby represented by Me Rémy Bonneau, prenamed, by virtue of a proxy given on 24 January 2014;

CSCP II Acquisition Luxco S.à r.l., a société à responsabilité limitée governed by the laws of the Grand Duchy of Luxembourg, having an issued capital of twelve thousand five hundred euro (EUR 12,500.-) with registered office at 25C, boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B 166367 ("CSCP II"), hereby represented by Me Rémy Bonneau, prenamed, by virtue of a proxy given on 24 January 2014;

Citibank International PLC, with registered address at Citigroup Centre, Canada square, Canary Wharf, London E14 5LB (United Kingdom), with the identification number 1088249 ("Citibank International"), hereby represented by Me Rémy Bonneau, prenamed, by virtue of a proxy given on 23 January 2014;

Citigroup Financial Products Inc, with registered address at c/o Citibank N.A. 1615 Brett Road Ops III, New Castle, DE 19720 (U.S.A.), with the identification number 2039266 ("Citigroup Financial Products"), hereby represented by Me Rémy Bonneau, prenamed, by virtue of a proxy given on 23 January 2014;

Crédit Suisse International, having its registered office at one Cabot Square, London E14 4QJ (United Kingdom), with the identification number 2500199 (“Credit Suisse International”), hereby represented by Me Rémy Bonneau, prenamed, by virtue of a proxy given on 23 January 2014;

DuPont Pension Trust, having its registered office at one Righter Parkway Suite 3200 Wilmington, DE 19803 (U.S.A.) (“DuPont Pension Trust”), hereby represented by Me Rémy Bonneau, prenamed, by virtue of a proxy given on 23 January 2014;

Goldman Sachs Bank International Bank, having its registered office at Peterborough Court, 133 Fleet Street, London EC4A 2BB (United Kingdom), with the identification number 1122503 (“Goldman Sachs Bank International Bank”), hereby represented by Me Rémy Bonneau, prenamed, by virtue of a proxy given on 23 January 2014;

Merrill Lynch International, having its registered office at 2, King Edward Street, London, EC1A 1HQ, United Kingdom, and registered under number 2312079 (“Merill Lynch International”), hereby represented by Me Rémy Bonneau, prenamed, by virtue of a proxy given on 23 January 2014;

Morgan Stanley Bank International Limited, having its registered office at 25 Cabot Square, London E14 4QA (United Kingdom), with the identification number 3722571 (“Morgan Stanley Bank International”), hereby represented by Me Rémy Bonneau, prenamed, by virtue of a proxy given on 23 January 2014;

OCM Luxembourg OPPS VIIIb S.à r.l., a société à responsabilité limitée, having an issued capital of twelve thousand five hundred euro (EUR 12,500.-) with registered office at 26A, boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B 164690, («OCM Luxembourg OPPS VIIIb»), hereby hereby represented by Me Rémy Bonneau, prenamed, by virtue of a proxy given on 23 January 2014;

Sculptor Investments S.à r.l., a société à responsabilité limitée, a company governed by the laws of Luxembourg having an issued capital of twelve thousand five hundred euro (EUR 12,500.-) with registered office at 6D, route de Trèves, L-2633 Senningerberg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B 104243, («Sculptor Investment»), hereby represented by Me Rémy Bonneau, prenamed, by virtue of a proxy given on 23 January 2014;

(collectively the “Subscribers”);

which proxies, signed by the proxyholders and the undersigned notary, will remain annexed to the present deed to be filed at the same time with the registration authorities.

The Subscribers declared to subscribe for the number of new shares as allocated in the below table, each share being subscribed at its nominal value plus an amount of share premium indicated in the below table, and to make payment in full of the nominal value and share premium of such shares by a contribution in kind of receivables they hold against Bonhom (the “Contribution in Kind”).

Subscriber	Number and class of shares subscribed	Amount of share premium paid	Amount of the Contribution in Kind
AG Centre Street Partnership	Three hundred thirty-four thousand four hundred eighty-one (334,481) Class A shares Three hundred thirty-four thousand four hundred eighty-one (334,481) Class B shares Three hundred thirty-four thousand four hundred eighty-one (334,481) Class C shares Three hundred thirty-four thousand four hundred eighty-one (334,481) Class D shares Three hundred thirty-four thousand four hundred eighty-one (334,481) Class E shares Three hundred thirty-four thousand four hundred eighty-one (334,481) Class F shares Three hundred thirty-four thousand four hundred eighty-one (334,481) Class G shares Three hundred thirty-four thousand four hundred eighty-one (334,481) Class H shares	Nine hundred seventy-two thousand two hundred thirteen euro and fifty-two cents (EUR 972,213.52)	One million one hundred six thousand five euro and ninety-two cents (EUR 1,106,005.92)
AG Super Fund International Partners	Three hundred sixty thousand two	One million forty-seven thousand two	One million one

	hundred ninety-six (360,296) Class A shares	hundred fifty-three euro and seventy-nine cents	hundred ninety-one thousand three hundred seventy-two euro and nineteen cents
	Three hundred sixty thousand two hundred ninety-six (360,296) Class B shares	(EUR 1,047,253.79)	(EUR 1,191,372.19)
	Three hundred sixty thousand two hundred ninety-six (360,296) Class C shares		
	Three hundred sixty thousand two hundred ninety-six (360,296) Class D shares		
	Three hundred sixty thousand two hundred ninety-six (360,296) Class E shares		
	Three hundred sixty thousand two hundred ninety-six (360,296) Class F shares		
	Three hundred sixty thousand two hundred ninety-six (360,296) Class G shares		
	Three hundred sixty thousand two hundred ninety-six (360,296) Class H shares		
Silver Oak Capital	Two million eight hundred forty-nine thousand eight hundred fifty-six (2,849,856) Class A shares	Eight million two hundred eighty-three thousand five hundred six euro and five cents	Nine million four hundred twenty-three thousand four hundred forty-eight euro and forty-five cents
	Two million eight hundred forty-nine thousand eight hundred fifty-six (2,849,856) Class B shares	(EUR 8,283,506.05)	(EUR 9,423,448.45)
	Two million eight hundred forty-nine thousand eight hundred fifty-six (2,849,856) Class C shares		
	Two million eight hundred forty-nine thousand eight hundred fifty-six (2,849,856) Class D Shares		
	Two million eight hundred forty-nine thousand eight hundred fifty-six (2,849,856) Class E shares		
	Two million eight hundred forty-nine thousand eight hundred fifty-six (2,849,856) Class F shares		
	Two million eight hundred forty-nine thousand eight hundred fifty-six (2,849,856) Class G shares		
	Two million eight hundred forty-nine thousand eight hundred fifty-six (2,849,856) Class H shares		
Apollo Special	Forty-nine thousand nine hundred sixty-eight (49,968) Class A shares	One hundred forty-five thousand seven hundred sixty-seven euro and ninety-two cents	One hundred sixty-five thousand seven hundred fifty-five euro and twelve cents
Opportunities Managed Account	Forty-nine thousand nine hundred sixty-eight (49,968) Class B shares	(EUR 145,767.92)	(EUR 165,755.12)
	Forty-nine thousand nine hundred sixty-eight (49,968) Class C shares		
	Forty-nine thousand nine hundred sixty-eight (49,968) Class D shares		
	Forty-nine thousand nine hundred sixty-eight (49,968) Class E shares		
	Forty-nine thousand nine hundred sixty-eight (49,968) Class F shares		
	Forty-nine thousand nine hundred sixty-eight (49,968) Class G shares		

	Forty-nine thousand nine hundred sixty-eight (49,968) Class H shares		
Avenue Credit	One hundred eight thousand two hundred sixty-five (108,265) Class A shares	Three hundred fifteen thousand eight hundred twenty-four euro and seventy cents	Three hundred fifty-nine thousand one hundred thirty euro and seventy cents (EUR 359,130.70)
Strategies Fund	One hundred eight thousand two hundred sixty-five (108,265) Class B shares		
	One hundred eight thousand two hundred sixty-five (108,265) Class C shares	(EUR 315,824.70)	
	One hundred eight thousand two hundred sixty-five (108,265) Class D shares		
	One hundred eight thousand two hundred sixty-five (108,265) Class E shares		
	One hundred eight thousand two hundred sixty-five (108,265) Class F shares		
	One hundred eight thousand two hundred sixty-five (108,265) Class G shares		
	One hundred eight thousand two hundred sixty-five (108,265) Class H shares		
GL Europe	One million four hundred fifty-two thousand ninety-six (1,452,096) Class A shares	Four million two hundred thirty-six thousand euro and fifty-six cents	Four million eight hundred sixteen thousand eight hundred thirty-eight euro and ninety-six cents
Luxembourg S.à r.l.	One million four hundred fifty-two thousand ninety-six (1,452,096) Class B shares	(EUR 4,236,000.56)	(EUR 4,816,838.96)
	One million four hundred fifty-two thousand ninety-six (1,452,096) Class C shares		
	One million four hundred fifty-two thousand ninety-six (1,452,096) Class D shares		
	One million four hundred fifty-two thousand ninety-six (1,452,096) Class E shares		
	One million four hundred fifty-two thousand ninety-six (1,452,096) Class F shares		
	One million four hundred fifty-two thousand ninety-six (1,452,096) Class G shares		
	One million four hundred fifty-two thousand ninety-six (1,452,096) Class H shares		
CCP CAHL	Two million three hundred eighty thousand sixty-six (2,380,066) Class A shares	Six million nine hundred eighteen thousand two hundred sixty-six euro and twenty-one cents	Seven million eight hundred seventy thousand two hundred ninety-two euro and sixty-one cents
	Two million three hundred eighty thousand sixty-six (2,380,066) Class B shares	(EUR 6,918,266.21)	(EUR 7,870,292.61)
	Two million three hundred eighty thousand sixty-six (2,380,066) Class C shares		
	Two million three hundred eighty thousand sixty-six (2,380,066) Class D shares		
	Two million three hundred eighty thousand sixty-six (2,380,066) Class E shares		
	Two million three hundred eighty thousand sixty-six (2,380,066) Class F shares		
	Two million three hundred eighty thousand		

	thousand sixty-six (2,380,066) Class G shares		
	Two million three hundred eighty thousand sixty-six (2,380,066) Class H shares		
CCP II	Five million nine hundred fifty-two thousand ninety-four (5,952,094) Class A shares	Seventeen million three hundred one thousand eight hundred eleven euro and sixty-two cents (EUR 17,301,811.62)	Nineteen million six hundred eighty-two thousand six hundred forty-nine euro and twenty-two cents (EUR 19,682,649.22)
	Five million nine hundred fifty-two thousand ninety-four (5,952,094) Class B shares		
	Five million nine hundred fifty-two thousand ninety-four (5,952,094) Class C shares		
	Five million nine hundred fifty-two thousand ninety-four (5,952,094) Class D shares		
	Five million nine hundred fifty-two thousand ninety-four (5,952,094) Class E shares		
	Five million nine hundred fifty-two thousand ninety-four (5,952,094) Class F shares		
	Five million nine hundred fifty-two thousand ninety-four (5,952,094) Class G shares		
	Five million nine hundred fifty-two thousand ninety-four (5,952,094) Class H shares		
CSCP CAHL	Eight hundred three thousand four hundred sixty-one (803,461) Class A shares	Two million three hundred thirty-five thousand five hundred one euro and fifty-four cents (EUR 2,335,501.54)	Two million six hundred fifty-six thousand eight hundred eighty-five euro and ninety-four cents (EUR 2,656,885.94)
	Eight hundred three thousand four hundred sixty-one (803,461) Class B shares		
	Eight hundred three thousand four hundred sixty-one (803,461) Class C shares		
	Eight hundred three thousand four hundred sixty-one (803,461) Class D shares		
	Eight hundred three thousand four hundred sixty-one (803,461) Class E shares		
	Eight hundred three thousand four hundred sixty-one (803,461) Class F shares		
	Eight hundred three thousand four hundred sixty-one (803,461) Class G shares		
	Eight hundred three thousand four hundred sixty-one (803,461) Class H shares		
CSCP II	One million five hundred thirty-four thousand four hundred ninety-one (1,534,491) Class A shares	Four million four hundred sixty thousand three hundred eighty four euro and eighty three cents (EUR 4,460,384.83)	Five million seventy-four thousand one hundred eighty-one euro and twenty-three cents (EUR 5,074,181.23)
	One million five hundred thirty-four thousand four hundred ninety-one (1,534,491) Class B shares		
	One million five hundred thirty-four thousand four hundred ninety-one (1,534,491) Class C shares		

	thousand four hundred ninety-one (1,534,491) Class C shares		
	One million five hundred thirty-four thousand four hundred ninety-one (1,534,491) Class D shares		
	One million five hundred thirty-four thousand four hundred ninety-one (1,534,491) Class E shares		
	One million five hundred thirty-four thousand four hundred ninety-one (1,534,491) Class F shares		
	One million five hundred thirty-four thousand four hundred ninety-one (1,534,491) Class G shares		
	One million five hundred thirty-four thousand four hundred ninety-one (1,534,491) Class H shares		
Citibank International	Thirty-five thousand five hundred eleven (35,511) Class A shares	One hundred three thousand five	One hundred seventeen thousand
	Thirty-five thousand five hundred eleven (35,511) Class B shares	hundred eighty-six	seven hundred
	Thirty-five thousand five hundred eleven (35,511) Class C shares	euro and eighty-four	ninety-one euro and
	Thirty-five thousand five hundred eleven (35,511) Class D shares	cents	twenty-four cents
	Thirty-five thousand five hundred eleven (35,511) Class E shares	(EUR 103,586.84)	(EUR 117,791.24)
	Thirty-five thousand five hundred eleven (35,511) Class F shares		
	Thirty-five thousand five hundred eleven (35,511) Class G shares		
	Thirty-five thousand five hundred eleven (35,511) Class H shares		
Citigroup Financial Products	One hundred ninety-eight thousand (198,000) Class A shares	Five hundred seventy-seven	Six hundred fifty-six
	One hundred ninety-eight thousand (198,000) Class B shares	thousand five	thousand seven
	One hundred ninety-eight thousand (198,000) Class C shares	hundred ninety-eight	hundred ninety-eight
	One hundred ninety-eight thousand (198,000) Class D shares	euro and fifty-one	euro and fifty-one
	One hundred ninety-eight thousand (198,000) Class E shares	cents	cents
	One hundred ninety-eight thousand (198,000) Class F shares	(EUR 577,598.51)	(EUR 656,798.51)
	One hundred ninety-eight thousand (198,000) Class G shares		
	One hundred ninety-eight thousand (198,000) Class H shares		
Crédit Suisse International	Two hundred forty-three thousand seven hundred and sixty-six (243,766) Class A shares	Seven hundred eigh- ty-four thousand four hundred forty-nine	Eight hundred eighty- one thousand nine hundred fifty-six
	Two hundred forty-three thousand seven hundred and sixty-six (243,766) Class B shares	euro and eighty-two cents	euro and twenty-two cents
	Two hundred forty-three thousand seven hundred and sixty-six (243,766) Class C shares	(EUR 784,449.82)	(EUR 881,956.22)
	Two hundred forty-three thousand seven hundred and sixty-six (243,766) Class D shares		

	Two hundred forty-three thousand seven hundred and sixty-six (243,766) Class E shares		
	Two hundred forty-three thousand seven hundred and sixty-six (243,766) Class F shares		
	Two hundred forty-three thousand seven hundred and sixty-six (243,766) Class G shares		
	Two hundred forty-three thousand seven hundred and sixty-six (243,766) Class H shares		
DuPont Pension Trust	Two hundred forty-seven thousand three hundred thirty euro (247,330) Class A shares	Seven hundred ninety-five thousand nine hundred twenty	Eight hundred ninety-four thousand eight hundred fifty-two
	Two hundred forty-seven thousand three hundred thirty euro (247,330) Class B shares	euro and twenty-five cents	euro and twenty-five cents
	Two hundred forty-seven thousand three hundred thirty euro (247,330) Class C shares	(EUR 795,920.25)	(EUR 894,852.25)
	Two hundred forty-seven thousand three hundred thirty euro (247,330) Class D shares		
	Two hundred forty-seven thousand three hundred thirty euro (247,330) Class E shares		
	Two hundred forty-seven thousand three hundred thirty euro (247,330) Class F shares		
	Two hundred forty-seven thousand three hundred thirty euro (247,330) Class G shares		
	Two hundred forty-seven thousand three hundred thirty euro (247,330) Class H shares		
Goldman Sachs Bank	Sixty-six thousand one hundred forty-five (66,145) Class A shares	One hundred ninety-two thousand nine	Two hundred nineteen thousand
International Bank	Sixty-six thousand one hundred forty-five (66,145) Class B shares	hundred fifty-five euro and two cents	four hundred thirteen euro and
	Sixty-six thousand one hundred forty-five (66,145) Class C shares	(EUR 192,955.02)	two cents
	Sixty-six thousand one hundred forty-five (66,145) Class D shares		(EUR 219,413.02)
	Sixty-six thousand one hundred forty-five (66,145) Class E shares		
	Sixty-six thousand one hundred forty-five (66,145) Class F shares		
	Sixty-six thousand one hundred forty-five (66,145) Class G shares		
	Sixty-six thousand one hundred forty-five (66,145) Class H shares		
Merill Lynch	Two hundred eight thousand two hundred fifteen (208,215) Class A shares	Six hundred seven thousand three	Six hundred ninety thousand six hundred
International	Two hundred eight thousand two hundred fifteen (208,215) Class B shares	hundred ninety-three euro and thirty-five	seventy-nine euro and thirty-five cents
	Two hundred eight thousand two hundred fifteen (208,215) Class C shares	cents	(EUR 690,679.35)
	Two hundred eight thousand two hundred fifteen (208,215) Class D shares	(EUR 607,393.35)	
	Two hundred eight thousand two		

	hundred fifteen (208,215) Class E shares		
	Two hundred eight thousand two hundred fifteen (208,215) Class F shares		
	Two hundred eight thousand two hundred fifteen (208,215) Class G shares		
	Two hundred eight thousand two hundred fifteen (208,215) Class H shares		
Morgan Stanley Bank	One hundred ninety-seven thousand five hundred ninety-eight (197,598) Class A shares	Five hundred seventy-six thousand four hundred	Six hundred fifty-five thousand four hundred sixty-seven
International Limited	One hundred ninety-seven thousand five hundred ninety-eight (197,598) Class B shares	twenty-eight euro and seventy-two cents	euro and ninety-two cents
	One hundred ninety-seven thousand five hundred ninety-eight (197,598) Class C shares	(EUR 576,428.72)	(EUR 655,467.92)
	One hundred ninety-seven thousand five hundred ninety-eight (197,598) Class D shares		
	One hundred ninety-seven thousand five hundred ninety-eight (197,598) Class E shares		
	One hundred ninety-seven thousand five hundred ninety-eight (197,598) Class F shares		
	One hundred ninety-seven thousand five hundred ninety-eight (197,598) Class G shares		
	One hundred ninety-seven thousand five hundred ninety-eight (197,598) Class H shares		
OCM Luxembourg	Eight hundred thirty-four thousand six hundred forty-three (834,643) Class A shares	Two million four hundred thirty-four thousand seven	Two million seven hundred sixty-eight thousand six hundred
OPPS VIIIb S.à r.l.	Eight hundred thirty-four thousand six hundred forty-three (834,643) Class B shares	hundred eighty-five euro and sixty-six cents	forty-two euro and eighty-six cents
	Eight hundred thirty-four thousand six hundred forty-three (834,643) Class C shares	(EUR 2,434,785.66)	(EUR 2,768,642.86)
	Eight hundred thirty-four thousand six hundred forty-three (834,643) Class D shares		
	Eight hundred thirty-four thousand six hundred forty-three (834,643) Class E shares		
	Eight hundred thirty-four thousand six hundred forty-three (834,643) Class F shares		
	Eight hundred thirty-four thousand six hundred forty-three (834,643) Class G shares		
	Eight hundred thirty-four thousand six hundred forty-three (834,643) Class H shares		
Sculptor Investment	Forty-nine thousand nine hundred sixty-eight (49,968) Class A shares	One hundred forty-five thousand seven	One hundred sixty-five thousand seven
	Forty-nine thousand nine hundred sixty-eight (49,968) Class B shares	hundred sixty-seven euro and ninety-two cents	hundred fifty-five euro and twelve cents
	Forty-nine thousand nine hundred sixty-eight (49,968) Class C shares	(EUR 145,767.92)	(EUR 165,755.12)

	Forty-nine thousand nine hundred sixty-eight (49,968) Class D shares		
	Forty-nine thousand nine hundred sixty-eight (49,968) Class E shares		
	Forty-nine thousand nine hundred sixty-eight (49,968) Class F shares		
	Forty-nine thousand nine hundred sixty-eight (49,968) Class G shares		
	Forty-nine thousand nine hundred sixty-eight (49,968) Class H shares		
Total	Seventeen million nine hundred six thousand two hundred fifty (17,906,250) Class A shares	Fifty-two million two hundred thirty-five thousand four hundred sixteen (EUR 52,235,416.82)	Fifty-nine million three hundred ninety-seven thousand nine hundred sixteen euro and eighty-two cents (EUR 59,397,916.82)
	Seventeen million nine hundred six thousand two hundred fifty (17,906,250) Class B shares		
	Seventeen million nine hundred six thousand two hundred fifty (17,906,250) Class C shares		
	Seventeen million nine hundred six thousand two hundred fifty (17,906,250) Class D shares		
	Seventeen million nine hundred six thousand two hundred fifty (17,906,250) Class E shares		
	Seventeen million nine hundred six thousand two hundred fifty (17,906,250) Class F shares		
	Seventeen million nine hundred six thousand two hundred fifty (17,906,250) Class G shares		
	Seventeen million nine hundred six thousand two hundred fifty (17,906,250) Class H shares		

The Contribution in Kind represents a value in an aggregate amount of fifty-nine million three hundred ninety-seven thousand nine hundred sixteen euro and eighty two cents (EUR 59,397,916.82).

Proof of the contribution by the Subscribers of the Contribution in Kind has been given to the undersigned notary.

Confirmation that the Contribution in Kind is free of any pledge or lien or charge, as applicable, and that there subsist no impediments to the free transferability of the Contribution in Kind to the Company without restriction or limitation and that valid instructions have been given to undertake all notifications, registrations or other formalities necessary to perform a valid transfer of the Contribution in Kind to the Company has been shown to the undersigned notary.

Report

The extraordinary general meeting of shareholders acknowledged that a report has been drawn up by PricewaterhouseCoopers, réviseur d'entreprises agréé, and signed by Mr Holger von Keutz on 24 January 2014, wherein the Contribution in Kind is described and valued (the "Report").

The Report was tabled, the conclusions of which read as follows:

"Based on our review, nothing has come to our attention that causes us to believe that the global value of the contribution in kind does not correspond at least to the number and the nominal value of the shares, increased by the share premium, to be issued in counterpart."

The Report, after having been signed "ne varietur" by the shareholders, as above represented, and the undersigned notary, will remain attached to the present deed.

The extraordinary general meeting of shareholders resolved to accept said subscriptions and contributions and to allocate these seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class A shares, seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class B shares, seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class C shares, seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class D shares, seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class E shares, seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class F shares, seventeen million nine hundred six thousand two hundred fifty (17,906,250) new class G shares and seventeen million nine hundred

six thousand two hundred fifty (17,906,250) new class H shares to the Subscribers according to the above mentioned subscriptions.

Eighth resolution

The extraordinary general meeting of shareholders resolved to acknowledge a report of the general partner of the Company drawn up in accordance with article 32-3 (5) of the Luxembourg law of 10 August 1915 on commercial companies, as amended (the "Authorised Capital Report"). The Authorised Capital Report will remain annexed to the present deed to be filed at the same time with the registration authorities.

Ninth resolution

The extraordinary general meeting of shareholders resolved to create an authorised capital in an amount of seventy-five million five thousand euro and five cents (EUR 75,005,000.05) divided into one (1) Class GP Share, one hundred eighty-seven million five hundred thousand (187,500,000) Class A Shares, one hundred eighty-seven million five hundred thousand (187,500,000) Class B Shares, one hundred eighty-seven million five hundred thousand (187,500,000) Class C Shares, one hundred eighty-seven million five hundred thousand (187,500,000) Class D Shares, one hundred eighty-seven million five hundred thousand (187,500,000) Class E Shares, one hundred eighty-seven million five hundred thousand (187,500,000) Class F Shares, one hundred eighty-seven million five hundred thousand (187,500,000) Class G Shares, one hundred eighty-seven million five hundred thousand (187,500,000) Class H Shares and one hundred thousand (100,000) Preference Shares, each share having a nominal value of five euro cents (EUR 0.05) and to authorise the general partner, within the limits of the authorized capital and subject to the terms of any agreement as from time to time in effect between the shareholders of the Company relating to and in the presence of the Company and any other parties referenced therein (inter alia) (as the same may be amended, supplemented, modified or replaced from time to time) or any agreement as from time to time in effect between the general partner and the shareholders of FB Lux Holdings MIP, S.C.A. relating to and in the presence of the Company (as the same may be amended, supplemented, modified or replaced from time to time) during a period ending five (5) years after the date of publication of the minutes of the general meeting of shareholders creating the authorized capital in the Mémorial C, Recueil des Sociétés et Associations, to (i) realise any increase of the issued capital in one or several successive tranches, following, as the case may be, the exercise of the subscription and/or conversion rights granted by the general partner within the limits of the authorised capital under the terms and conditions of the preference shares, warrants (which may be separate or attached to shares, bonds, notes or similar instruments), convertible bonds, notes or similar instruments as from time to time issued by the Company (as the case may be also under the authorised capital), by the issuing of new shares, with or without share premium, against payment in cash or in kind, by conversion of claims on the Company or in any other manner; (ii) determine the place and date of the issue or successive issues, the issue price, the terms and conditions of the subscription of and paying up on the new shares; and (iii) remove or limit the preferential subscription right of the shareholders in the case of issue of shares, warrants, convertible bonds, notes or similar instruments against payment in cash.

Tenth resolution

The extraordinary general meeting of shareholders resolved to fully restate the articles of association of the Company in order to reflect, among others, the resolutions decided above.

As a consequence the articles of association of the Company shall from now on read as follows:

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

Art. 1. Form, Name. There exists among FB Lux Holdings GP, S.A., as unlimited partner (associé commandité) (the "General Partner") and the limited shareholder(s) (actionnaire(s) commanditaire(s)) a company (the "Company") in the form of a corporate partnership limited by shares ("société en commandite par actions") governed by the laws of the Grand Duchy of Luxembourg (the "Laws") and by the present articles of incorporation (the "Articles of Incorporation").

The Company exists under the name of "FB Lux Holdings, S.C.A."

Art. 2. Registered Office. The Company has its registered office in the City of Luxembourg.

The registered office may be transferred to any place within the City of Luxembourg by a resolution of the General Partner.

Branches or other offices may be established either in the Grand Duchy of Luxembourg or abroad by resolution of the General Partner.

In the event that, in the view of the General Partner, extraordinary political, economic or social developments occur or are imminent that would interfere with the normal activities of the Company at its registered office or with the ease of communications with such office or between such office and persons abroad, the Company may temporarily transfer the registered office abroad, until the complete cessation of these abnormal circumstances. Such temporary measures will have no effect on the nationality of the Company, which, notwithstanding the temporary transfer of the registered office, will remain a company governed by the Laws. Such temporary measures will be taken and notified to any interested parties by the General Partner.

Art. 3. Object. The object of the Company is the acquisition, holding and disposal of interests in Luxembourg and/or in foreign companies and undertakings, as well as the administration, development and management of such interests.

The Company may provide loans and financing in any other kind or form or grant guarantees or security in any other kind or form, in favour of the companies and undertakings forming part of the group of which the Company is a member.

The Company may also invest in real estate, in intellectual property rights or any other movable or immovable assets in any kind or form.

The Company may borrow in any kind or form and issue bonds, notes or any other debt instruments as well as warrants or other share subscription rights.

In a general fashion, the Company may carry out any commercial, industrial or financial operation, which it may deem useful in the accomplishment and development of its purposes.

Art. 4. Duration. The Company is formed for an unlimited duration.

It may be dissolved at any time by a resolution of the general meeting of Shareholders, voting with the quorum and majority rules set by the Laws or by the Articles of Incorporation, as the case may be, for any amendment of the Articles of Incorporation and pursuant to Article 33 of the Articles of Incorporation. The consent of the General Partner shall be required in respect of such dissolution.

Chapter II. - Capital, Shares

Art. 5. Issued Capital. The issued capital of the Company is set at seven million one hundred sixty-two thousand five hundred euro and five cents (EUR 7,162,500.05) divided into one (1) class GP share (the “Class GP Share”), which shall be held by the General Partner, in representation of its unlimited corporate partnership interest in the Company, and seventeen million nine hundred six thousand two hundred fifty (17,906,250) class A ordinary shares (the “Class A Shares”), seventeen million nine hundred six thousand two hundred fifty (17,906,250) class B ordinary shares (the “Class B Shares”), seventeen million nine hundred six thousand two hundred fifty (17,906,250) class C ordinary shares (the “Class C Shares”), seventeen million nine hundred six thousand two hundred fifty (17,906,250) class D ordinary shares (the “Class D Shares”), seventeen million nine hundred six thousand two hundred fifty (17,906,250) class E ordinary shares (the “Class E Shares”), seventeen million nine hundred six thousand two hundred fifty (17,906,250) class F ordinary shares (the “Class F Shares”), seventeen million nine hundred six thousand two hundred fifty (17,906,250) class G ordinary shares (the “Class G Shares”) and seventeen million nine hundred six thousand two hundred fifty (17,906,250) class H ordinary shares (the “Class H Shares” and together with the Class A Shares, the Class B Shares, the Class C Shares, the Class D Shares, the Class E Shares, the Class F Shares, the Class G Shares and the Class H Shares, the “Alphabet Shares” and together with the Class GP Share, the “Ordinary Shares”), which shall be held by the limited shareholders (actionnaires commanditaires) in representation of their limited corporate partnership interest in the Company.

Each issued Share of each class has a nominal value of five euro cents (EUR 0.05) and is fully paid up.

The general meeting of the Shareholders or, as the case may be, the General Partner under the conditions set out in Article 7, may issue Preference Shares (and together with the Ordinary Shares, the “Shares”) to holders of Stock Options. The holders of Preference Shares shall have the right to receive upon issuance of Preference Shares, an Additional Preferred Dividend in accordance with article 32.2 of these Articles of Incorporation.

The rights and obligations attached to the Ordinary Shares shall be identical except to the extent otherwise provided by the Articles of Incorporation or by the Laws.

The Preference Shares shall have the rights ascribed to them in the Articles of Incorporation but the Preference Shares shall have no other rights on the profits, the assets, the reserves, the distributions or the Liquidation Proceeds of the Company other than those expressly provided in the Articles of Incorporation.

In addition to the issued capital, there may be set up a premium account to which any premium paid on any Share in addition to its nominal value is transferred. The amount of the premium account may be used to provide for the payment of any Shares which the Company may repurchase from its Shareholder(s), to offset any net realised losses, to make distributions to the Shareholder(s) in the form of a dividend or to allocate funds to the legal reserve.

The Alphabet Shares are redeemable at the option of the Company, but not at the request of their holders in accordance with the conditions set out under Article 7.3 and with article 49-8 of the law of 10 August 1915 on commercial companies, as amended.

Art. 6. Shares. Each Share entitles to one vote.

The Shares will be in the form of registered shares only.

The Class GP Shares may only be transferred subject to (i) the Shareholders representing at least 96% of the share capital of the Company (y) approving this transfer at a general meeting of Shareholders and (z) determining, as appropriate, which person(s) shall act as general partner of the Company after the relevant transfer and (ii) compliance with any additional limitations of any Shareholders’ Agreement or of any Management Investors’ Agreement. The Articles of Incorporation will be amended accordingly. Any transfers of Class GP Shares not approved by the Shareholders shall be unenforceable against the Company.

The Alphabet Shares and the Preference Shares are freely transferable, subject to compliance with any limitations as may be set forth in any Shareholders' Agreement or in any Management Investors' Agreement (including, as the case may, be transfer restrictions, drag along rights and tag along rights).

Each Share is indivisible as far as the Company is concerned.

The co-proprietors, the usufructuaries and bare-owners of Shares, the creditors and debtors of pledged Shares must be represented towards the Company by a common representative, whether appointed amongst them or not.

A Shareholders' register, which may be examined by any Shareholder, will be kept at the registered office. The register will contain the precise designation of each Shareholder and the indication of the number and class of Shares held, the indication of the payments made on the Shares as well as the transfers of Shares and the dates thereof. Each Shareholder will notify its address and any change thereof to the Company by registered letter. The Company will be entitled to rely for any purposes whatsoever on the last address thus communicated. Ownership of the registered Shares will result from the recordings in the Shareholders' register. Certificates reflecting the recordings in the Shareholders' register may be delivered to the Shareholders upon their request. The Company may issue multiple registered Share certificates.

Any transfer of registered Shares will be registered in the Shareholders' register by a declaration of transfer entered into the Shareholders' register, dated and signed by the transferor and the transferee or by their representative(s) as well as in accordance with the rules on the transfer of registered shares laid down in the Laws. Furthermore, the Company may accept and enter into the Shareholders' register any transfer referred to in any correspondence or other document recording the consent of the transferor and the transferee. The Company shall not register a transfer where the transfer is in breach of the provisions of a Shareholders' Agreement.

Ownership of a Share carries implicit acceptance of the Articles of Incorporation and the resolutions adopted by the general meeting of Shareholders.

Art. 7. Authorised Capital, Increase and Reduction of Capital.

7.1 The authorised capital of the Company (which for the avoidance of doubt includes the issued share capital of the Company) is set at seventy-five million five thousand euro and five cents (EUR 75,005,000.05) divided into one (1) Class GP Share, one hundred eighty-seven million five hundred thousand (187,500,000) Class A Shares, one hundred eighty-seven million five hundred thousand (187,500,000) Class B Shares, one hundred eighty-seven million five hundred thousand (187,500,000) Class C Shares, one hundred eighty-seven million five hundred thousand (187,500,000) Class D Shares, one hundred eighty-seven million five hundred thousand (187,500,000) Class E Shares, one hundred eighty-seven million five hundred thousand (187,500,000) Class F Shares, one hundred eighty-seven million five hundred thousand (187,500,000) Class G Shares, one hundred eighty-seven million five hundred thousand (187,500,000) Class H Shares and one hundred thousand (100,000) Preference Shares. Each authorised share of each class has a nominal value of five euro cents (EUR 0.05).

The General Partner is authorised and empowered, within the limits of the authorised capital and, subject to the terms of any Shareholders' Agreement or any Management Investors' Agreement, to (i) realise any increase of the issued capital in one or several successive tranches, following, as the case may be, the exercise of the subscription and/or conversion rights granted by the General Partner within the limits of the authorised capital under the terms and conditions of the Preference Shares, warrants (which may be separate or attached to shares, bonds, notes or similar instruments), convertible bonds, notes or similar instruments as from time to time issued by the Company (as the case may be also under the authorised capital), by the issuing of new shares, with or without share premium, against payment in cash or in kind, by conversion of claims on the Company or in any other manner; (ii) determine the place and date of the issue or successive issues, the issue price, the terms and conditions of the subscription of and paying up on the new shares; and (iii) remove or limit the preferential subscription right of the shareholders in the case of issue of shares, warrants, convertible bonds, notes or similar instruments against payment in cash. This authorisation is valid during a period ending five (5) years after the date of publication of the deed of the general meeting of Shareholders creating the authorized capital in the Mémorial C and it may be renewed by a resolution of the general meeting of Shareholders adopted in compliance with the quorum and majority rules set by the Articles of Incorporation or, as the case may be, the Laws for any amendment of the Articles of Incorporation.

The General Partner may delegate to any duly authorised person the duties of accepting subscriptions and receiving payment for shares representing part or all of the issue of new Shares under the authorised capital.

Following each increase of the issued capital within the limits of the authorised capital, realised and duly stated in the form provided for by the Laws, Article 5 will be modified so as to reflect the actual capital increase. Such modification will be recorded in a notarial deed upon the instructions of the General Partner or of any person duly authorised and empowered by the General Partner for this purpose.

7.2 The issued and/or authorized capital of the Company may be increased or reduced one or several times by a resolution of the general meeting of Shareholders adopted in compliance with the quorum and majority rules set by the Articles of Incorporation or, as the case may be, by the Laws for any amendment of the Articles of Incorporation.

Without prejudice to Article 7.1 of the Articles of Incorporation and subject to any Shareholders' Agreement and any Management Investors' Agreement, the new shares to be subscribed for by contribution in cash will be offered by preference to the holders of existing Alphabet Shares and to the holders of shares of the same class as these new shares (if

any) (in proportion to the number of shares which those shareholders are holding). The General Partner shall determine the period within which the preferred subscription right shall be exercised. This period may not be less than thirty (30) days.

Notwithstanding the above, the general meeting of Shareholders, voting in compliance with the quorum and majority rules set by the Articles of Incorporation or, as the case may be, by the Laws for any amendment of the Articles of Incorporation may limit or withdraw the preferential subscription right or authorize the General Partner to do so.

7.3 The share capital of the Company may be reduced through the cancellation of Alphabet Shares, including without limitation by the cancellation of one entire class of Shares through the redemption and cancellation of all the Shares in issue in such class.

In the case of a redemption and cancellation of a whole class of Alphabet Shares, such redemption and cancellation of Alphabet Shares shall be made in the reverse alphabetical order (starting from the Class H Shares until the Class A Shares).

The General Partner shall have all powers to implement the redemption of the Alphabet Shares in accordance with this Article and subject to the terms of any Shareholders' Agreement and any Management Investors' Agreement.

The redemption price for each redeemed Alphabet Share shall be equal to the higher of (a) the nominal value of each redeemed Alphabet Shares and (b) the result of the following formula: dividing (i) the total amount of any Available Amount capped at any time to the Total Consideration Amount by (ii) the number of Alphabet Shares constituting the class to be redeemed.

For the purposes of these Articles of Incorporation, the "Available Amount" shall be equal to the total amount of net profits of the Company (including current year and carried forward profits) increased by (i) any freely distributable share premium and other reserves freely distributable in accordance with these Articles of Incorporation (excluding for the avoidance of doubt the Preference Share Reserve) and as the case may be (ii) the amount of the share capital reduction and legal reserve reduction relating to the class of Shares to be cancelled, but reduced by (i) any losses (including current year and carried forward losses), (ii) any sums to be placed into the Preference Shares Reserve or non distributable reserve(s) pursuant to the requirements of the Laws or of these Articles of Incorporation, and (iii) the Profit Entitlement 1, or as the case may be the Profit Entitlement 2, or the Preference Shares Entitlement accrued but not yet paid on the other classes of shares in accordance with Article 32 and 33, each time as set out in the relevant interim accounts of the Company (without for the avoidance of doubt, any double counting).

For the purpose of these Articles of Incorporation, the "Total Consideration Amount" shall be equal to the funds available for distributions of the Company determined by the General Partner on the basis of the relevant interim accounts of the Company, unless the general meeting of Shareholders determines a different amount, which shall not prejudice the rights of the Preference Shares issued and to be issued in which case the Total Consideration Amount shall refer to the amount as determined by the general meeting of Shareholders.

Art. 8. Acquisition of own Shares. The Company may acquire its own Alphabet Shares and Preference Shares, but not its Class GP Shares. The acquisition and holding of its own Alphabet Shares and Preference Shares will be in compliance with the conditions and limits established by the Laws.

Art. 9. Conversion of Preference Shares. Immediately prior to the occurrence of an Exit, each Preference Share shall be converted into a number of Conversion Shares calculated in accordance with Article 36 of the Article of Incorporation.

The General Partner shall notify the holders of Preference Shares of the anticipated occurrence of an Exit by no later than fifteen (15) days prior to the Exit Date (the "Exit Notice"). The Exit Notice shall specify the number of Conversion Shares to which a holder of a Preference Share is entitled to upon conversion.

The General Partner shall take any necessary steps to implement the conversion immediately before such Exit.

As from the date of their conversion, and notwithstanding any delay or default of the Shareholders to amend the Articles of Incorporation in order to reflect such conversion, the converted Preference Shares shall entitle their holders to the same rights and obligations as the corresponding Conversion Shares.

Chapter III. - General partner, Supervisory board

Art. 10. Management. The Company shall be managed by the General Partner, in its capacity as unlimited partner and holder of the Class GP Share.

Any appointment of a new General Partner shall be approved by Shareholders representing at least 96% of the share capital of the Company at a general meeting of Shareholders.

The limited shareholders shall neither participate in nor interfere with the management of the Company.

Art. 11. Powers of the General Partner. The General Partner is vested with the broadest powers to perform all acts necessary or useful for accomplishing the Company's object.

All powers not expressly reserved by the Articles of Incorporation or by the Laws to the general meeting of Shareholders or to the Supervisory Board are in the competence of the General Partner.

Art. 12. Delegation of Powers - Representation of the Company. The General Partner may delegate the daily management of the Company and the representation of the Company within such daily management to one or more persons or committees of its choice.

The General Partner may also delegate other special powers or proxies or entrust determined permanent or temporary functions to persons or committees of its (their) choice.

The Company will be bound towards third parties by the sole signature of the General Partner (acting, in case the General Partner is a legal entity, through one or more duly authorized signatories, such as designated by the General Partner at its sole discretion).

The Company will further be bound towards third parties by the joint signatures or single signature of any person to whom the daily management of the Company has been delegated, within such daily management, or by the joint signatures or single signature of any person to whom special signatory power has been delegated by the General Partner, within the limits of such special power.

Art. 13. Management Fees and Expenses. Subject to approval by the general meeting of Shareholders and to any Shareholders Agreement, the General Partner may receive a management fee in respect of the carrying out of its management of the Company and may be reimbursed for all other expenses incurred by the General Partner in relation with such management of the Company or the pursuit of the Company's corporate object.

Art. 14. Conflicts of interest. Subject to the terms of any Shareholders' Agreement no contract or other transaction between the Company and any other company or firm shall be affected or invalidated by the mere fact that the General Partner (or any one of its directors, managers, officers or employees), the officers or employees of the Company or the members of the Supervisory Board have a personal interest in, or is a director, manager, associate, member, shareholder, officer or employee of such other company or firm. Any person related as afore described to any company or firm with which the Company shall contract or otherwise engage in business shall not, by reason of such affiliation with such other company or firm, be automatically prevented from considering, voting or acting upon any matters with respect to such contract or other business.

Art. 15. Liability of the General Partner - Indemnification. The General Partner shall be jointly and severally liable with the Company for all liabilities of the Company which cannot be met out of the Company's assets.

The limited Shareholders shall refrain from acting on behalf of the Company in any manner or capacity whatsoever other than exercising their rights as Shareholders in general meetings or otherwise, and, consequently, they shall only be liable for payment to the Company up to the nominal value of each Share (and share premium if any) in the Company owned by them.

The Company shall, to the extent permitted by applicable law, indemnify the General Partner (or any one of its directors, managers, officers, employees or observer), the officers or employees of the Company or the members of the Supervisory Board and, if applicable, their successors, heirs, executors and administrators, against damages and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been manager, (or director, manager, officer, employee or observer of the General Partner), or officers or employees of the Company or members of the Supervisory Board, or, at the request of the Company, any other company of which the Company is a Shareholder or creditor and by which he is not entitled to be indemnified, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Company is advised by its legal counsel that the person to be indemnified is not guilty of gross negligence or misconduct. The foregoing right of indemnification shall not exclude other rights to which the persons to be indemnified pursuant to the Articles of Incorporation may be entitled.

Art. 16. Dissolution - Incapacity of the General Partner. In case of dissolution or legal incapacity of the General Partner or where for any other reason it is impossible for the General Partner to act, the Company will not be automatically dissolved.

In that event, the Supervisory Board, if any, or any Shareholder in the absence of a Supervisory Board, shall designate one or more administrators, who need not be Shareholders themselves, until such time as the general meeting of Shareholders shall convene for purposes of appointing a new General Partner.

Within fifteen (15) calendar days of their appointment, the administrator(s) shall convene the general meeting of Shareholders in the manner provided for by the Articles of Incorporation or, as the case may be, by the Laws.

The administrators' duties consist in performing urgent acts and acts of ordinary administration until such time as the general meeting of Shareholders referred to here above has been convened and has appointed a new General Partner.

The administrators are responsible only for the execution of their mandate.

Art. 17. Supervisory Board. Except where the Company's annual statutory and/or consolidated accounts are audited by an approved statutory auditor, the business of the Company and its financial situation, including more in particular its books and accounts, shall be reviewed by a Supervisory Board.

The Supervisory Board shall be composed of not less than three members, who need not be Shareholders themselves.

The members of the Supervisory Board and/or the approved statutory auditors will be appointed by the general meeting of Shareholders, which will determine their number and the duration of their mandate. They are eligible for re-appointment. They may be removed at any time, with or without cause, by a resolution of the general meeting of

Shareholders, save in such cases where the approved statutory auditor may, as a matter of the Laws, only be removed for serious cause or by mutual agreement.

The remuneration of the members of the Supervisory Board (if any) shall be set by the general meeting of Shareholders.

In the fulfilment of its duties, the Supervisory Board may be assisted by an approved statutory auditor who shall be appointed or removed by the general meeting of Shareholders.

Art. 18. Advisory Powers of the Supervisory Board. In addition to its statutory audit functions, the Supervisory Board may be consulted by the General Partner on such matters as the General Partner may determine from time to time.

Art. 19. Meetings of the Supervisory Board. The Supervisory Board shall appoint from among its members a chairman (the "Chairman"). It may also appoint a secretary, who need not be a member of the Supervisory Board himself and who will be responsible for keeping the minutes of the meetings of the Supervisory Board (the "Secretary").

The Supervisory Board will meet upon call by the Chairman. A meeting of the Supervisory Board must be convened if any two (2) of its members so require.

The Chairman will preside at all meetings of the Supervisory Board, except that in his absence the Supervisory Board may appoint another member of the Supervisory Board as chairman pro tempore by majority vote of the members present or represented at such meeting.

Except in cases of urgency or with the prior consent of all those entitled to attend, at least three (3) calendar days' written notice of meetings of the Supervisory Board shall be given in writing and transmitted by any means of communication allowing for the transmission of a written text.

Any such notice shall specify the time and the place of the meeting as well as the agenda and the nature of the business to be transacted. The notice may be waived by properly documented consent of each member of the Supervisory Board. No separate notice is required for meetings held at times and places specified in a schedule previously adopted by resolution of the Supervisory Board.

The meetings of the Supervisory Board shall be held in Luxembourg or at such other place as the Supervisory Board may from time to time determine.

Any member of the Supervisory Board may act at any meeting of the Supervisory Board by appointing in writing, transmitted by any means of communication allowing for the transmission of a written text, another member of the Supervisory Board as his proxy. Any member of the Supervisory Board may represent one or several members of the Supervisory Board.

A quorum of the Supervisory Board shall be the presence or the representation of at least half (1/2) of the members of the Supervisory Board holding office. Decisions will be taken by a majority of the votes of the members of the Supervisory Board present or represented at such meeting.

One or more members of the Supervisory Board may participate in a meeting by conference call, videoconference or any other similar means of communication enabling several persons participating therein to simultaneously communicate with each other. Such participation shall be deemed equivalent to a physical presence at the meeting. The Supervisory Board may determine any additional rules regarding the above in its internal regulations.

A written decision, signed by all the members of the Supervisory Board, is proper and valid as though it had been adopted at a meeting of the Supervisory Board which was duly convened and held. Such a decision may be documented in a single document or in several separate documents having the same content and each of them signed by one or several members of the Supervisory Board.

Art. 20. Minutes of Meetings of the Supervisory Board. The minutes of any meeting of the Supervisory Board will be signed by the Chairman of the meeting and by the secretary (if any). Any proxies will remain attached thereto.

Copies or extracts of the written resolutions adopted by the members of the Supervisory Board as well as of the minutes of the meeting of the Supervisory Board, to be produced in judicial proceedings or otherwise, may be signed by the Chairman and by the Secretary (if any) or by any two (2) members of the Supervisory Board acting jointly.

Chapter IV. - Shareholders

Art. 21. Powers of the General Meeting of Shareholders. The general meeting of Shareholders shall have such powers as are vested with the general meeting of Shareholders pursuant to the Articles of Incorporation and the Laws.

Any regularly constituted general meeting of Shareholders of the Company represents the entire body of Shareholders.

Art. 22. Annual General Meeting. The annual general meeting of Shareholders will be held on the first day of June.

If such day is a day on which banks are not generally open for business in Luxembourg, the meeting will be held on the next following business day.

Art. 23. Other General Meetings. The General Partner or the Supervisory Board may convene general meetings of Shareholders (in addition to the annual general meeting of Shareholders). Such meetings must be convened if Shareholders representing at least ten per cent (10%) of the Company's capital so require.

General meetings of Shareholders, including the annual general meeting of Shareholders will be held at the registered office of the Company or at such other place in the Grand Duchy of Luxembourg, and may be held abroad if, in the judgement of the General Partner, which is final, circumstances of force majeure so require.

Art. 24. Notice of General Meetings. Shareholders will meet upon issuance (including, if appropriate, its publication) of a convening notice in compliance with the Articles of Incorporation or the Laws.

The convening notice sent to the Shareholders will specify the time and the place of the meeting as well as the agenda and the nature of the business to be transacted at the relevant meeting.

The agenda for a general meeting of Shareholders shall also, where appropriate, describe any proposed changes to the Articles of Incorporation and, if applicable, set out the text of those changes affecting the object or form of the Company.

If all the Shareholders are present or represented at a general meeting of Shareholders and if they state that they have been duly informed of the agenda of the meeting, the meeting may be held without prior notice subject to applicable law.

Art. 25. Attendance - Representation. All Shareholders are entitled to attend and speak at any general meeting of Shareholders.

A Shareholder may act at any general meeting of Shareholders by appointing in writing, transmitted by any means of communication allowing for the transmission of a written text, another person who need not be a Shareholder himself, as his proxy holder. The General Partner may determine any conditions that must be fulfilled in order for a Shareholder to take part in a general meeting of Shareholders.

Shareholders, participating in a general meeting of Shareholders by videoconference or any other similar means of telecommunication allowing for their identification, shall be deemed present for the purpose of quorum and majority computation. Such telecommunication methods shall satisfy all technical requirements to enable the effective participation in the meeting and the deliberations of the meeting shall be retransmitted on a continuous basis.

Art. 26. Proceedings. Any general meeting of Shareholders shall be presided by a person designated by the General Partner or, in its absence, by the general meeting of Shareholders.

The chairman of the general meeting of Shareholders shall appoint a secretary.

The general meeting of Shareholders shall elect one (1) scrutineer to be chosen from the persons attending the general meeting of Shareholders.

The chairman, the secretary and the scrutineer so appointed together form the bureau of the general meeting.

Art. 27. Adjournment. The General Partner may forthwith adjourn any general meeting of Shareholders by four (4) weeks. The General Partner must adjourn a meeting if so required by Shareholders representing at least twenty percent (20%) of the Company's issued capital.

Such adjournment automatically cancels any resolution already adopted prior thereto.

The adjourned general meeting of Shareholders has the same agenda as the first one. Shares and proxies regularly deposited in view of the first meeting remain validly deposited for the second one.

Art. 28. Vote - Quorum - Majority. An attendance list indicating the name of the Shareholders and the number of Shares for which they vote is signed by each one of them or by their proxy prior to the opening of the proceedings of the general meeting of Shareholders.

The general meeting of Shareholders may deliberate and vote only on the items comprised in the agenda.

Voting takes place by a show of hands or by a roll call, unless the general meeting of Shareholders resolves to adopt another voting procedure.

The Shareholders are authorized to cast their vote by ballot papers («formulaires») expressed in the English language.

Any ballot paper (“formulaire”) shall be delivered by hand with acknowledgment of receipt, by registered post, by special courier service using an internationally recognised courier company at the registered office of the Company or by fax at the fax number of the registered office of the Company or by email at the email address as indicated in the convening notice (followed by an original copy sent by post).

Any ballot paper (“formulaire”) which does not bear the following indications is to be considered void and shall be disregarded for quorum purposes:

- name and registered office and / or residence of the relevant Shareholder;
- total number of Shares held by the relevant Shareholder in the share capital of the Company and, if applicable, number of Shares of each class held by the relevant Shareholder in the share capital of the Company;
- agenda of the general meeting;
- indication by the relevant Shareholder, with respect to each of the proposed resolutions, of the number of Shares for which the relevant Shareholder is abstaining, voting in favour of or against such proposed resolution; and
- name, title and signature of the duly authorized representative of the relevant Shareholder.

Any ballot paper (“formulaire”) shall be received by the Company no later than five (5) p.m. (Luxembourg time) on the day on which banks are generally open for business in Luxembourg immediately preceding the day of the general

meeting of Shareholders. Any ballot paper (“formulaire”) received by the Company after such deadline shall be disregarded for quorum purposes.

A ballot paper (“formulaire”) shall be deemed to have been received:

(a) if delivered by hand with acknowledgment of receipt, by registered post or by special courier service using an internationally recognised courier company: at the time of delivery; or

(b) if delivered by fax: at the time recorded together with the fax number of the receiving fax machine on the transmission receipt; or

(c) if delivered by email: at the time of receipt of the email.

At any general meeting of Shareholders other than a general meeting convened for the purpose of amending the Articles of Incorporation or voting on resolutions whose adoption is subject to either the quorum and majority requirements of an amendment to the Articles of Incorporation, resolutions shall be adopted, irrespective of the number of Shares represented, by a simple majority of votes cast save as otherwise provided by the Laws or in the present Articles of Incorporation.

At any general meeting of Shareholders, convened in accordance with the Articles of Incorporation or the Laws, for the purpose of amending the Articles of Incorporation or voting on resolutions whose adoption is subject to the quorum and majority requirements of an amendment to the Articles of Incorporation, the quorum shall be at least one half (1/2) of the share capital.

If the said quorum is not present at a first meeting, a second meeting may be convened at which there shall be no quorum requirement. In order for the proposed resolutions to be adopted, and save as otherwise provided by the Laws or in the present Articles of Incorporation, a two thirds (2/3rds) majority of the votes cast by the Shareholders present or represented is required at any such general meeting.

Save as otherwise provided in the Articles of Incorporation, no resolution may be adopted by the Shareholders without the consent of the General Partner.

Art. 29. Minutes. The minutes of the general meeting of Shareholders shall be signed by the members of the bureau and may be signed by any Shareholders or proxyholders, who so request.

Chapter V. - Financial year, Financial statements, Distribution of profits

Art. 30. Financial Year. The Company’s financial year begins on the first day of January and ends on the last day of December of each year.

Art. 31. Adoption of Financial Statements. The General Partner shall prepare, for approval by the Shareholders, annual statutory and/or consolidated accounts in accordance with the requirements of the Laws and Luxembourg accounting practice.

The annual statutory and/or consolidated accounts are submitted to the general meeting of Shareholders for approval.

Art. 32. Entitlement of Preference Shares.

32.1 Preferred Dividend

As from the occurrence of a Trigger Event and until the Exit Date (excluding such date), each holder of an issued Preference Share shall be entitled to receive from the Company, on each Distribution Date (except that when it is not practically possible to pay the Preferred Dividend on the Distribution Date, such payment shall be made as soon as practicable and no later than five (5) Business Days after the Distribution Date), a preferred dividend in cash equal to the fraction having (i) for numerator, 6% of the amount of the Distributed Amount distributed on such Distribution Date and (ii) for denominator, one hundred thousand (100,000) (the “Preferred Dividend”).

The Preferred Dividend may be paid by the General Partner, as a dividend distribution out of the distributable profits and available reserves, subject to the provisions of the Laws.

32.2 Additional Preferred Dividend

Upon issuance of a Preference Share, the holder of such Preference Share shall have the right to receive from the Company, as soon as possible after such issuance, an amount in cash equal to the sum of all Preferred Dividends that such holder would have received if such Preference Share had been issued on the date the relevant Stock Option was granted to him (the “Additional Preferred Dividend”). The Additional Preferred Dividend shall be paid by the General Partner, as a dividend distribution out of the Preference Shares Reserve.

32.3 Preference Shares Reserve

The Company shall, upon the payment of any Distributed Amount after the Trigger Event, allocate to a special reserve which shall exclusively benefit to the existing and future holders of Preference Shares (the “Preference Shares Reserve”) an amount equal to the Preferred Dividend which would have been payable on the Non-Issued Preference Shares if such Shares had been issued immediately prior to the payment of such Distributed Amount (it being understood that the amount credited on such Preference Shares Reserve may be reduced (x) from time to time to reflect the cancellation of any Stock Options prior to their exercise and (y) at Exit to reflect the non-exercise of any then outstanding Stock Options).

The amount of the Preference Shares Reserve may be used to provide for the conversion of the Preference Shares into Conversion Shares.

Art. 33. Distribution of Profits. From the annual net profits of the Company at least five per cent (5%) shall each year be allocated to the reserve required by law (the “Legal Reserve”). That allocation to the Legal Reserve will cease to be required as soon and as long as such Legal Reserve amounts to ten per cent (10%) of the issued capital of the Company.

After allocation to the Legal Reserve, the general meeting of Shareholders shall determine how the remainder of the annual net profits, will be disposed of, always subject of the provisions of these Articles of Incorporation, by allocating the whole or part of the remainder to a reserve or to a provision, to carry it forward to the next following financial year or by distributing it, together with carried forward profits, distributable reserves or share premium, to the shareholders, provided that in case of occurrence of the Trigger Event the general meeting of shareholders shall determine, always subject of the provisions of these Articles of Incorporation, how the remainder of the annual profits will be disposed of after allocation to the Legal Reserve and allocation to the Preference Shares Reserve of an amount determined as provided in the previous rules.

At any time before the Trigger Event, if the Company resolves to make any dividend distribution, the sums available for distributions will be apportioned to the holders of Ordinary Shares in the following order of priority (the “Profit Entitlement 1”):

(i) each Class GP Share shall entitle to a cumulative dividend in an amount of not less than zero point fifty per cent (0.50 %) per annum of the nominal value of such share, then

(ii) each Class A Share shall entitle to a cumulative dividend in an amount of not less than zero point fifty-five per cent (0.55 %) per annum of the nominal value of such share, then,

(iii) each Class B Share shall entitle to a cumulative dividend in an amount of not less than zero point sixty per cent (0.60 %) per annum of the nominal value of such share, then,

(iv) each Class C Share (if any) shall entitle to a cumulative dividend in an amount of not less than zero point sixty-five per cent (0.65 %) per annum of the nominal value of such share, then,

(v) each Class D Share (if any) shall entitle to a cumulative dividend in an amount of not less than zero point seventy per cent (0.70 %) per annum of the nominal value of such share, then,

(vi) each Class E Share (if any) shall entitle to a cumulative dividend in an amount of not less than zero point seventy-five per cent (0.75 %) per annum of the nominal value of such share, then,

(vii) each Class F Share (if any) shall entitle to a cumulative dividend in an amount of not less than zero point eighty per cent (0.80 %) per annum of the nominal value of such share, then,

(viii) each Class G Share (if any) shall entitle to a cumulative dividend in an amount of not less than zero point eighty-five per cent (0.85 %) per annum of the nominal value of such share, then,

(ix) each Class H Share (if any) shall entitle to a cumulative dividend in an amount of not less than zero point ninety per cent (0.90 %) per annum of the nominal value of such share, then (collectively, the “Preferred Entitlement 1”),

any remaining dividend amount after allocation of the Preferred Entitlement 1 shall be allocated in whole to all the Alphabet Shares forming the then last outstanding class of Alphabet Shares in alphabetical order (starting from the Class H Shares until the Class A Shares).

At any time after the Trigger Event, if the Company resolves to make any dividend distribution to the holders of Ordinary Shares (the “Relevant Distribution”) then:

(a) first the Company shall pay to the holders of Preference Shares the Preferred Dividend in accordance with Article 32.1 (either through a decision made by the General Partner, or a decision of the general meeting of Shareholders, in accordance with the Laws) and an amount determined in accordance with Article 32.3 above shall be allocated by the General Partner to the Preference Shares Reserve (the “Preference Shares Entitlement”); and

(b) then, the Relevant Distribution shall be paid to the holders of Ordinary Shares and will be apportioned to the holders of the Ordinary Shares in the following order of priority (the “Profit Entitlement 2”):

(i) each Class GP Share shall entitle to a cumulative dividend in an amount of not less than zero point fifty per cent (0.50 %) per annum of the nominal value of such share, then

(ii) each Class A Share shall entitle to a cumulative dividend in an amount of not less than zero point fifty-five per cent (0.55 %) per annum of the nominal value of such share, then,

(iii) each Class B Share shall entitle to a cumulative dividend in an amount of not less than zero point sixty per cent (0.60 %) per annum of the nominal value of such share, then,

(iv) each Class C Share (if any) shall entitle to a cumulative dividend in an amount of not less than zero point sixty-five per cent (0.65 %) per annum of the nominal value of such share, then,

(v) each Class D Share (if any) shall entitle to a cumulative dividend in an amount of not less than zero point seventy per cent (0.70 %) per annum of the nominal value of such share, then,

(vi) each Class E Share (if any) shall entitle to a cumulative dividend in an amount of not less than zero point seventy-five per cent (0.75 %) per annum of the nominal value of such share, then,

(vii) each Class F Share (if any) shall entitle to a cumulative dividend in an amount of not less than zero point eighty per cent (0.80 %) per annum of the nominal value of such share, then,

(viii) each Class G Share (if any) shall entitle to a cumulative dividend in an amount of not less than zero point eighty-five per cent (0.85 %) per annum of the nominal value of such share, then,

(ix) each Class H Share (if any) shall entitle to a cumulative dividend in an amount of not less than zero point ninety per cent (0.90 %) per annum of the nominal value of such share, then (collectively, the "Preferred Entitlement 2"),

any remaining Relevant Distribution after allocation of the Preference Shares Entitlement and Preferred Entitlement 2 shall be allocated in whole to all the Alphabet Shares forming the then last outstanding class of Alphabet Shares in alphabetical order (starting from the Class H Shares until the Class A Shares).

Subject to the conditions fixed by the Laws and in compliance with the foregoing provisions, the General Partner may pay out an advance payment on dividends to the Shareholders.

The General Partner fixes the amount and the date of payment of any such advance payment.

Chapter VI. - Dissolution, Liquidation

Art. 33. Dissolution, Liquidation. The Company may be dissolved by a resolution of the general meeting of Shareholders adopted in compliance with the quorum and majority rules set by the Articles of Incorporation or, as the case may be, by the Laws for any amendment of the Articles of Incorporation.

Should the Company be dissolved, the liquidation will be carried out by the General Partner or such other persons (who may be physical persons or legal entities) appointed by a general meeting of Shareholders, who will determine their powers and their compensation.

After payment of or provision for all the debts of and charges against the Company, including the expenses of liquidation, the net liquidation proceeds shall be distributed to the Shareholders so as to achieve on an aggregate basis the same economic result as the distribution rules set out for dividend distributions (including with respect to the Preference Shares).

Chapter VII. - Applicable law

Art. 34. Applicable Law. All matters not governed by the Articles of Incorporation shall be determined in accordance with the Laws, in particular the law of 10 August 1915 on commercial companies, as amended.

Chapter VIII. - Schedules

Art. 35. Definition. "Additional Preferred Dividend" has the meaning set out in Article 31;

"Affiliate" when used with reference to a specified Person, means any Person that directly or indirectly through one or more intermediaries controls, is controlled by or is under common control with the specified Person; provided that (x) no Group Company shall be deemed to be an Affiliate of any of the Centerbridge Investors or any of the Angelo Gordon Investors, (y) no portfolio company controlled by one or more investment funds (including the Centerbridge Funds and the Angelo Gordon Funds) shall be deemed to be an Affiliate of any of such funds or of any of their Affiliates;

"Alphabet Shares" has the meaning set out in Article 5;

"Angelo Gordon Investors" means, collectively (x) any private equity fund managed or advised by Angelo, Gordon & Co., L.P or any of its Affiliates which is in the business of managing or advising private equity funds (each, an "Angelo Gordon Fund"), and (y) any Affiliate of the Angelo Gordon Funds which is controlled by, and the majority of the share capital of which is owned (directly or indirectly) by, one or more Angelo Gordon Funds, including the Initial Angelo Gordon Investors;

"Applicable Costs" means any costs or expenses incurred or paid by the Investors, the Company, the General Partner or Bonhom in connection with the relevant Exit, including the liquidation of the Company or the General Partner and the distribution of the proceeds thereof;

"Articles of Incorporation" has the meaning set out in Article 1;

"Asset Sale" means a sale of all or substantially all the assets of the Company (excluding any intra-group reorganizations or transfers);

"Available Amount" has the meaning set out in Article 7.3;

"Bonhom" means Bonhom SAS, a company (société par actions simplifiée) incorporated under the laws of France, registered under number 484 699 699 at the Tours Commercial Registry, and a wholly-owned Subsidiary of the Company;

"Bonhom France IPO" means the first sale of ordinary shares issued by Bonhom (whether consisting of newly-issued or existing shares, or both) to the public in a public offering effected on an Eligible Stock Exchange;

"Business Day" means any day (other than a Saturday, a Sunday or a legal holiday in France or the Grand-Duchy of Luxembourg) on which commercial banks in Paris, France and Luxembourg, Grand-Duchy of Luxembourg are open for business;

"Capital Gain" means the excess of the aggregate amount of all Cash Flows Received over the aggregate amount of all Cash Flows Paid;

"Cash Flows Paid" means the amounts (including the applicable subscription or acquisition price (including premium)) paid by the Investors to subscribe or acquire Securities or any bonds (obligations sèches) issued by the Company, the General Partner or Bonhom or any of their Subsidiaries, or to make a loan to the Company, the General Partner or Bonhom or any of their Subsidiaries (other than the Excluded Bonds and the Excluded Loans) at any time between the Restructuring Date (including such date) until the Exit Date (including such date), it being agreed that the Cash Flows Paid on and as of the Restructuring Date shall be deemed to be equal to the Investment Cost;

"Cash Flows Received" means (A) the amounts received in cash by the Investors at any time between the Restructuring Date (including such date) and the Exit Date (including such date), (i) from the Company, the General Partner or Bonhom or any of their Subsidiaries in respect of Securities or any bonds (obligations sèches) (including by way of redemption, repurchase or repayment of any Securities, interest payment, dividend payment or any other form of distribution, including as part of a liquidation of the Company, the General Partner or Bonhom or any of their Subsidiaries), or in respect of loans made to the Company, the General Partner or Bonhom or any of their Subsidiaries (other than the Excluded Bonds and the Excluded Loans) or (ii) as a result of the transfer of any such Securities, bonds or loans, reduced by (B) any Applicable Costs;

"Centerbridge Investors" means, collectively (x) any fund, entity or account managed or advised, directly or indirectly by Centerbridge Partners, L.P or any of its Affiliates (each, a "Centerbridge Fund"), and (y) any Affiliate of the Centerbridge Funds which is controlled by, and the majority of the share capital of which is owned (directly or indirectly) by, one or more Centerbridge Funds, including, as of the date hereof, the Initial Centerbridge Investors;

"Chairman" has the meaning set out in Article 18;

"Change of Control" means any transfer of Securities such that a Person or group of Persons acting in concert (within the meaning of article 1 of the Law of July 21, 2012 "relative au retrait obligatoire et au rachat obligatoire de titres de sociétés admis ou ayant été admis à la négociation sur un marché réglementé ou ayant fait l'objet d'une offre au Public"), other than the Designated Investors, shall (directly or indirectly) hold more than 50.1% of both (i) the issued General Partner Shares, and (ii) the issued Ordinary Shares (other than the Class GP Share) (it being acknowledged, for the avoidance of doubt, that no Change of Control shall be deemed to have occurred for so long as the Designated Investors (collectively) shall continue to hold at least 50.1% of the either (i) issued General Partner Shares or (ii) the issued Ordinary Shares (other than the Class GP Share));

"Class GP Share", "Class A Share", "Class B Share", "Class C Shares", "Class D Shares", "Class E Shares", "Class F Shares", "Class G Shares" and "Class H Shares" have the meaning respectively set out in Article 5;

"Company" has the meaning set out in Article 1;

"Company IPO" means the first sale of shares of the Company (whether consisting of newly-issued or existing shares, or both) to the public in a public offering effected on an Eligible Stock Exchange;

"control" (including the verb "to control" and the terms "controlling", "controlled by" and "under common control with") means the possession, direct or indirect, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise (in such regard, (x) a limited partnership shall be deemed to be controlled by its general partner(s) and (y) a "fonds commun de placement" shall be deemed controlled by its "société de gestion");

"Conversion Shares" means the Alphabet Shares (or the class A Share, as the case may be) issuable upon the conversion of any Preference Share, it being specified that (except when the Conversion Shares are one class A Share as set forth in Article 36) the Conversion Shares shall be allocated among the various classes of Alphabet Shares in the same proportion as the proportion existing immediately before the conversion of such Preference Share;

"Designated Investors" means the Centerbridge Investors, the Angelo Gordon Investors or any combination of them;

"Distributed Amounts" means the amounts received in cash by the Investors at any time between the Restructuring Date (including such date) until the Exit Date (excluding such date), from the Company, the General Partner and/or Bonhom or any of its Subsidiaries in respect of Securities or any bonds (obligations sèches) issued from time to time by these entities (including by way of redemption, repurchase or repayment of any Securities, interest payment, dividend payment or any other form of distribution, including as part of a liquidation of the Company, the General Partner or Bonhom) (other than the Excluded Bonds), or in respect of loans made to the Company, the General Partner or Bonhom or any of its Subsidiaries (other than the Excluded Loans);

"Distribution Date" means the date of payment of a Distributed Amount;

"Eligible Stock Exchange" means (i) Eurolist by NYSE Euronext (or any successor exchange); (ii) any other internationally recognized stock exchange or regulated public market for equity securities offering a liquidity comparable to Eurolist by NYSE Euronext (or any successor exchange); or (iii) any other regulated public market as may be designated as an "Eligible Stock Exchange" by a Qualified Shareholder Majority;

"Entity" means any company (société), partnership (limited or general), joint venture, trust, investment fund, limited partnership, association, economic interest group (groupement d'intérêt économique) or other organization, enterprise or entity, whether or not vested with the attributes of a legal person (personne morale);

"Excluded Bonds" means all the bonds issued by Bonhom on the Restructuring Date;

"Excluded Loans" means all the loans made by the Investors to Bonhom or its Subsidiaries and existing on the Restructuring Date (or any refinancing thereof);

"Excluded Securities" means the Warrants (and any Shares or other Securities issued or issuable upon the exercise of the Warrants), the Manco Shares, and the Stock Options and any Preference Shares issued or issuable upon their exercise (and any Shares or other Securities issued or issuable upon any conversion of the Preference Shares);

"Exit" means the first to occur of: a Change of Control, a Company IPO, an Asset Sale, a Bonhom France IPO and a voluntary liquidation of the Company;

"Exit Date" means the date of the occurrence of an Exit;

"FB Lux Holdings MIP" means FB LUX Holdings MIP, S.C.A., a company (société en commandite par actions) incorporated under the laws of the Grand-Duchy of Luxembourg, having its registered office at 25C, boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Register of Commerce and Companies under number B 183066;

"General Partner" has the meaning set out in Article 1;

"General Partner Shareholder" means the holder of any General Partner Shares;

"General Partner Share" means an ordinary share (action) issued by the General Partner;

"Governmental Authority" means any domestic, foreign or supranational court or other judicial authority or governmental, administrative or regulatory body, department, agency, commission, authority or instrumentality;

"Group" means, collectively, (x) the General Partner, and (y) the Company and its Subsidiaries from time to time, and "Group Company" means any of them;

"Investment Cost" means 250,000,000 euros;

"Investors" means all holders of Securities (excluding the Company, the General Partner, FB Lux Holdings MIP and the shareholders in FB Lux Holdings MIP) from time to time;

"Laws" has the meaning set out in Article 1;

"Legal Reserve" has the meaning set out in Article 31;

"Liquid Securities" means any securities which are listed for trading on an Eligible Stock Exchange;

"Liquidation Proceeds" means, with respect to a liquidation of the Company and the General Partner (or a deemed liquidation of the Company and the General Partner) the aggregate amounts distributed to the Shareholders (other than the General Partner) and the shareholders of the General Partner in the course of the liquidation of the Company and the General Partner including as a result of (a) the repayment of debts of the Company (including the preferred equity certificates (including all unpaid interest thereon, whether accrued or capitalized) that are not converted (or deemed converted) into Shares) and the General Partner and (b) the payment of the aggregate par value of the Shares and other Securities issued by the Company and the General Partner (other than the debts that are repaid or deemed repaid in accordance with (a) immediately above). The Liquidation Proceeds shall be reduced by all costs and expenses to be incurred (or which could reasonable be expected to be incurred) in connection with such liquidations;

"ManCo Share" means any ordinary share (action) issued by FB Lux Holdings MIP, other than any ordinary share held by the General Partner in its capacity as "associé commandité" of FB Lux Holdings MIP;

"Management Investors' Agreement" means any agreement as from time to time in effect between the General Partner and the shareholders of FB Lux Holdings MIP (as the same may be amended, supplemented, modified or replaced from time to time);

"Management Investors' Representative" means the President of Bonhom;

"Multiple" means the quotient of the aggregate amount of all Cash flows Received by the aggregate amount of all Cash flows Paid;

"Non-Issued Preference Shares" means the Preference Shares which are not yet issued but which are issuable upon exercise of all the outstanding Stock Options;

"Ordinary Shares" has the meaning set out in Article 5;

"Person" means any natural person, Entity or Governmental Authority;

"Preference Shares" means the preference shares issued upon exercise of a Stock Option, the rights of which are defined in this Articles of Incorporation;

"Preferred Dividend" has the meaning set out in Article 32;

"Qualified Shareholder Majority" when used with respect to any determination, consent, approval or other action, means the affirmative agreement or consent of General Partner Shareholders holding not less than two-thirds (2/3rds) of the total number of then issued General Partner Shares;

"Restructuring Date" means January 24, 2014;

"Secretary" has the meaning set out in Article 18;

"Securities" means:

- (i) any Share (other than the GP Share) or interest bearing convertible debt instrument issued by the Company;
- (ii) any share issued by the General Partner;

(iii) any share or mandatory convertible bonds issued by Bonhom;

(iv) any other security (valeur mobilière) (issued by the Company, the General Partner or Bonhom giving access to the capital (donnant accès au capital) of the Company, the General Partner or Bonhom, as the context may require (excluding any share held by the General Partner in the share capital of the Company in representation of its unlimited partnership interest in the Company or interest free debt instrument);

(v) any contractual right (droit de souscription) granted by the Company, the General Partner or Bonhom to subscribe for any security described above, as the context may require;

(vi) any division (démembrement) and any right to attribution (tout droit d'attribution) of any security described above, as the context may require; and

(vii) any subscription right to a capital increase in cash (augmentation de capital en numéraire) by the Company, the General Partner or Bonhom or to any other issuance of any security described above, as the context may require, it being understood, for the avoidance of doubt, that the Securities shall not include the Excluded Instruments;

"Shares" has the meaning set out in Article 5;

"Shareholder" means any holder of Shares from time to time;

"Shareholders' Agreement" means any agreement as from time to time in effect between the Shareholders and any other parties referenced therein relating to and in the presence of the General Partner and the Company (as the same may be amended, supplemented, modified or replaced from time to time);

"Stock Option" means any stock options issued (or issuable in the future) by the Company in accordance with any Stock Option Plan;

"Stock Option Plan" means any stock option plan existing on the Restructuring Date (including such date) (as the same may be amended, supplemented, modified or replaced from time to time);

"Subsidiary" when used with reference to a specified Person, means any Entity that directly or indirectly through one or more Entities is controlled by the specified Person;

"transfer", when used with respect to a Security, means any transfer, sale, assignment or other disposition (including by way of dividend or other distribution) (and the terms "to transfer", "transferor" and "transferee" shall have the correlative meanings of the foregoing and "transferee" shall mean any Person to which a Security is transferred);

"Trigger Event" means, the time (if any) when, after the Restructuring Date, the Distributed Amounts exceed the Cash Flows Paid;

"Total Consideration Amount" has the meaning set out in Article 7.3;

"Warrant" means any warrant issued by the Company on or prior to the Restructuring Date.

Art. 36. Conversion Shares Formula.

36.1 Number of Conversion Shares

The number of Conversion Shares issuable upon conversion of a Preference Share ("x") shall be equal to (rounded to the nearest whole number or, if two whole numbers are of equal distance, to the lower of the two):

$$x = [(Z - D + S) / NP] / A$$

where:

"NP" is equal to 100,000;

"Z" is equal to

(i) zero if the Multiple is lower than 1.0;

(ii) 6% of the Capital Gain, if the Multiple is equal or greater than 1.0,

it being understood however that, notwithstanding anything to the contrary in the present Articles of Incorporation, if Z is equal to zero, then all the Preference Shares held by a Shareholder shall be converted into one single Class A Share.

"D" means the aggregate amount of all Preferred Dividend and Additional Preferred Dividend paid by the Company to the holders of Preference Shares between the Restructuring Date (including such date) and the Exit Date (including such date);

"S" means the product of the number of Preference Shares existing on the Exit Date by the Strike Price (as defined in the Stock Option Plan) of the Stock Options issued on the Restructuring Date;

"A" is the price at which a Share can be sold in connection with the Exit, calculated as follows:

(i) in case of an Exit other than a Company IPO, "A" shall be equal to $(P - X) / N$ (rounded to the nearest hundredth or, if two hundredths are of equal distance, to the higher of the two), where:

(w) "P" is the aggregate price at which all the Securities (including the Excluded Securities and the proceeds resulting from the exercise of Excluded Securities on the Exit Date) are sold in connection with the Exit;

(x) "X" is equal to the sum of Y and $(Z - D + S)$;

(y) "Y" is equal to the proceeds which would be received by FB Holdings Lux MIP in case of sale of all the Warrants upon Exit;

(z) "N" is the aggregate number of Shares existing on the Exit Date (other than the Excluded Securities);

it being agreed that (i) "P" and "N" shall be calculated taking into account all the assumptions described in Article 36 (except the assumption set forth in paragraph (a)(i) of Article 36.3) and that, in particular, where Article 36 contemplates a liquidation or a deemed liquidation of the Company, "A" shall be calculated as if all the Securities of the Company were sold on the Exit Date at a price equal to the Liquidation Proceeds resulting from such liquidation and (ii) if the price offered by the purchaser in connection with the Exit relies on assumptions different from those set forth in Article 36, then, in order to calculate "P", such price shall be adjusted to correspond to such assumptions; and

(ii) in the case of a Company IPO, "A" will be equal to the price per Share received by the Investors in the IPO for their Shares (after deduction of the underwriting fee or discount).

36.2 Expertise

The holders of Preference Shares representing at least 2/3 of the Preference Shares in issue (the "Disputing Holders") shall have five (5) days from the date of receipt of the Exit Notice to notify the General Partner if they object to the determination of the number of Conversion Shares set forth in the Exit Notice (an "Objection Notice") which Objection Notice shall indicate the reasons for such objection. If the Disputing Holders do not deliver an Objection Notice within five (5) days from the date of receipt of the Exit Notice, the number of Conversion Shares set forth in the Exit Notice shall be final and binding and conclusively presumed to be the number of Conversion Shares to be allocated to the holder of Preference Shares upon conversion.

In the event that (i) the Disputing Holders shall timely deliver an Objection Notice, and (ii) the Disputing Holders and the General Partner do not agree on the number of Conversion Shares within five (5) days of the date of delivery of the Objection Notice, the number of Conversion Shares shall be determined by an independent accounting firm of recognized international standing (the "Expert") chosen by mutual agreement of the Disputing Holders and the Company or, failing such agreement, by the President of the Tribunal d'Arrondissement de et à Luxembourg, Grand-Duchy of Luxembourg, ruling in a summary form (*forme des référés*) and without appeal, upon request of the most diligent party (and in such connection, each of the Disputing Holders and the General Partner acknowledges and agrees that in the absence of a material conflict of interest, it would not object to having one of the Paris office of KPMG or the Paris office of Deloitte serve as the Expert). The Expert shall determine the number of Conversion Shares in accordance with the provisions of these Articles of Incorporation and will have the right to interpret the provisions herein to the extent necessary to determine the number of Conversion Shares. The Disputing Holders and the General Partner shall procure that the Expert is given reasonable access to all information in their possession or control which the Expert may reasonably request in order to determine the number of Conversion Shares. The Disputing Holders and the General Partner shall instruct the Expert to deliver simultaneously to each of the Disputing Holders and the General Partner a letter (the "Expert's Letter") setting forth its final determination of the number of Conversion Shares, within the shortest practicable time and to use its reasonable endeavors to do so within ten (10) days after its selection. The Expert shall act in the status of expert and not arbitrator, conforming to the dispositions of article 1592 of the Luxembourg civil code. Its decision shall be definitively binding and non appealable, except for fraud or manifest error. The costs of the Expert shall be borne by the Disputing Holders prorate to their shareholding unless the number of Conversion Shares determined by the Expert exceeds 115% of the number of Conversion Shares set forth in the Exit Notice in which case such costs shall be borne by the Company.

Notwithstanding the foregoing, if the number of Conversion Shares set forth in the Exit Notice has been calculated by an independent expert chosen by the Board of Directors of the General Partner, then no Objection Notice may be delivered and the number of Conversion Shares set forth in the Exit Notice shall be final and binding and conclusively presumed to be the number of Conversion Shares to be allocated to the holders of Preference Shares upon conversion.

36.3 Computation rules

(a) Assumptions in relation to Capital Gain and the Multiple:

For the purpose of the calculation of the Capital Gain and the Multiple the following rules shall apply:

(i) the proceeds of the Exit for the Investors (including the proceeds from the sale or liquidation (or deemed liquidation) of the General Partner) and therefore, the Cash flow Paid and, the Cash flow Received shall be calculated as if the Excluded Securities did not exist (and had never existed);

(ii) all the Securities (other than the Excluded Securities) shall be deemed to have been fully exercised or converted in accordance with their terms if they are in the money (including the interest bearing convertible debt instruments (both the principal and unpaid interest thereon (whether accrued or capitalized)));

(iii) if the consideration received in the Exit is (in whole or in part) paid in Liquid Securities, then the Investors or the Company (as the case may be) shall be deemed to have received, on the Exit Date, an amount in cash equal to the valuation for the Liquid Securities included in the terms of the agreements entered into with the purchaser as part of the Exit.

(b) Change of Control.

In the case of a Change of Control not representing a sale of all the outstanding Securities of the Company and the General Partner, the Cash flows Received shall be calculated as if all the outstanding Securities of the Company and the General Partner had been sold, at a price equal, for each category of Security, to (i) the price at which such category of Security is sold in the Change of Control or (ii) in the event such category of Security is not sold in the Change of Control, the price of such category of Security derived from (and consistent with) the price at which the sold Securities are sold in the Change of Control.

The value of all the Securities of the Company and the General Partner calculated in the manner described in the preceding paragraph from the consideration received for the sale of all or some of the Securities of the Company and the General Partner is hereinafter referred to as the "100% Sale Value" based on the consideration received in connection with the Change of Control.

(c) Company IPO

In the case of a Company IPO, the Cash flows Received shall be calculated as if all the Shares held by the Investors (computed on a fully-diluted basis) were sold on the Exit Date at the price per Share received by the Investors in the Company IPO for their Shares (after deduction of the underwriting fee or discount).

(d) Asset Sale.

In the case of an Asset Sale, the Cash flows Received shall be calculated as if:

(i) in the event such sale does not represent a sale of all the outstanding Securities of Bonhom, all the outstanding Securities of Bonhom had been sold at a price equal to the 100% Value of Bonhom (calculated, mutatis mutandis, using the same methodology as for the 100% Sale Value); and

(j) the Company and the General Partner had been liquidated on the Exit Date, and on the basis of the Liquidation Proceeds resulting from such liquidation.

(viii) Bonhom France IPO.

In the case of a Bonhom France IPO, the Cash flows Received shall be calculated as if:

(i) the Company had sold all its shares in Bonhom on the Exit Date at the price per share received by the Company in the Bonhom France IPO for its shares (after deduction of the underwriting fee or discount); and

(ii) the Company and the General Partner had been liquidated on the Exit Date, and on the basis of the Liquidation Proceeds resulting from such liquidation.

(f) Liquidation of the Company

In the case of a voluntary liquidation of the Company, the Cash flows Received shall be calculated as if all the Securities of the Company were sold on the Exit Date at a price equal to the Liquidation Proceeds resulting from such liquidation.

(iii) Unforeseen Cases

In the event that the circumstances of an Exit are different from those of the cases contemplated by the terms hereof, as a result of which the principles set forth herein are inapplicable or unreasonable, the Capital Gain and the Multiple shall be determined by mutual agreement of the General Partner and the Management Investors' Representative, acting in good faith, on the basis of the principles set forth above. In the absence of an agreement, the Capital Gain and the Multiple shall be determined by the Expert as set forth in Article 36.2."

Expenses

The expenses, costs, fees and charges of any kind which shall be borne by the Company as a result of the present deed are estimated at eight thousand five hundred euro (EUR 8,500.-).

There being no other business on the agenda, the meeting was adjourned at 10.40 a.m..

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

Whereupon the present deed was drawn up in Luxembourg by the undersigned notary, on the day referred to at the beginning of this document.

The document having been read to the appearing person, who is known to the undersigned notary by his surname, first name, civil status and residence, such person signed together with the undersigned 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° 828 du 01.04.2014)

Signé: R. Bonneau, D. Samake, C. Pimpaud, M. Loesch.

Enregistré à Remich, le 6 février 2014. REM/2014/340. Reçu soixante-quinze euros 75,00 €

Le Receveur (signé): P. MOLLING.

Pour expédition conforme,

Mondorf-les-Bains, le 25 février 2014.

Référence de publication: 2014031713/1533.

(140035281) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 février 2014.