

MEMORIAL

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Luxembourg



MEMORIAL

Amtsblatt
des Großherzogtums
Luxemburg

RECUEIL DES SOCIÉTÉS ET ASSOCIATIONS

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

C — N° 3304

7 novembre 2014

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Altilands S.A., Société Anonyme.

Siège social: L-1219 Luxembourg, 17, rue Beaumont.
R.C.S. Luxembourg B 171.267.

Les comptes au 31 décembre 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

ALTILANDS S.A.

Référence de publication: 2014157141/10.

(140178777) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Captiva 2 KQ GP S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-2557 Luxembourg, 7A, rue Robert Stümper.
R.C.S. Luxembourg B 103.940.

Les comptes annuels au 31 décembre 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 6 octobre 2014.

Référence de publication: 2014157183/10.

(140178318) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

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

Siège social: L-1273 Luxembourg, 19, rue de Bitbourg.
R.C.S. Luxembourg B 125.644.

Les comptes annuels au 31/12/2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 09/10/2014.

G.T. Experts Comptables S.À.R.L.

Luxembourg

Référence de publication: 2014157184/12.

(140178942) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Bright Ventures, Société Anonyme.

Siège social: L-1855 Luxembourg, 35A, avenue J.F. Kennedy.
R.C.S. Luxembourg B 148.529.

Les comptes annuels au 31 décembre 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2014157164/9.

(140178854) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Clementoni S.A., Société Anonyme.

Siège social: L-2346 Luxembourg, 20, rue de la Poste.
R.C.S. Luxembourg B 44.965.

Les comptes annuels au 31 mars 2014 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.

CLEMENTONI S.A.

Société Anonyme

CL MANAGEMENT SA / -

Signatures

Référence de publication: 2014157210/13.

(140178354) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Andene S.A., Société Anonyme.

Siège social: L-1219 Luxembourg, 23, rue Beaumont.
R.C.S. Luxembourg B 146.224.

Le bilan au 31 décembre 2013 a été déposé au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 26 septembre 2014.

POUR LE CONSEIL D'ADMINISTRATION

Signature

Référence de publication: 2014157142/12.

(140178568) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

ANTHEMIS Holdings S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1882 Luxembourg, 5, rue Guillaume Kroll.
R.C.S. Luxembourg B 156.140.

Les comptes annuels au 31 décembre 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 8 octobre 2014.

Référence de publication: 2014157144/10.

(140178504) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Coiffure Lisa Emmerich, Société à responsabilité limitée.

Siège social: L-7240 Bereldange, 7, route de Luxembourg.
R.C.S. Luxembourg B 174.322.

Les comptes annuels au 31 décembre 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Certifié sincère et conforme

Pour Coiffure Lisa Emmerich S.à r.l.

Fideco S.A.

Référence de publication: 2014157188/12.

(140178816) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Distribution et Consulting S.A., Société Anonyme.

Siège social: L-8211 Mamer, 53, route d'Arlon.
R.C.S. Luxembourg B 68.724.

Le Bilan au 31 décembre 2013 a été déposé au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 09 octobre 2014.

Stéphanie Paché.

Référence de publication: 2014157226/10.

(140178833) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

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

Capital social: EUR 12.500,00.

Siège social: L-8832 Rombach-Martelange, 1, rue de la Sapinière.
R.C.S. Luxembourg B 152.659.

Les comptes annuels au 31.12.2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2014157227/10.

(140178735) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Arvic Sàrl, Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1420 Luxembourg, 117, avenue Gaston Diderich.
R.C.S. Luxembourg B 84.992.

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Extrait de l'Assemblée Générale des Associés du 21 juin 2013

Il résulte du procès-verbal de l'Assemblée Générale des Associés, tenue le 21 juin 2013 que:

Les Associés ont accepté la démission de Madame Katia PRYBYLSKY, agent immobilier, demeurant 14, rue du Cerf, F-57100 Thionville-Garche, de son poste de gérante et ce avec effet immédiat.

Le Mandataire

Référence de publication: 2014157151/12.

(140178387) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

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

Siège social: L-1510 Luxembourg, 8, avenue de la Faiencerie.
R.C.S. Luxembourg B 145.722.

—
Les statuts coordonnés de la société ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 8 octobre 2014.

Référence de publication: 2014157155/10.

(140178158) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Compass Re S.A., Société Anonyme.

Siège social: L-1840 Luxembourg, 4, boulevard Joseph II.
R.C.S. Luxembourg B 149.092.

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Le Bilan au 30 juin 2014 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Pour la Société COMPASS RE S.A.

Aon Insurance Managers (Luxembourg) S.A.

Référence de publication: 2014157191/11.

(140178719) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Credit Suisse Private Equity Platform S.C.A., SICAR, Société en Commandite par Actions sous la forme d'une Société d'Investissement en Capital à Risque.

Siège social: L-1855 Luxembourg, 47, avenue J.F. Kennedy.
R.C.S. Luxembourg B 158.628.

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Les comptes annuels au 31 mars 2014 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: 2014157192/10.

(140178484) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

C-Solutions S.à r.l., Société à responsabilité limitée.

Siège social: L-4391 Pontpierre, 54, rue de Luxembourg.
R.C.S. Luxembourg B 87.657.

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Les comptes annuels au 31-12-2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Olivier Conrardy

Le gérant

Référence de publication: 2014157180/11.

(140178421) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

ATTELA Luxembourg S.A., Société Anonyme.

Siège social: L-2210 Luxembourg, 54, boulevard Napoléon 1er.
R.C.S. Luxembourg B 163.850.

Les comptes annuels au 31.12.2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2014157156/10.

(140178739) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

**B&M European Value Retail 2 S.à r.l., Société à responsabilité limitée,
(anc. SBR Europe).**

Siège social: L-2310 Luxembourg, 9, Allée Scheffer.
R.C.S. Luxembourg B 171.437.

Statuts coordonnés, suite à l'assemblée générale extraordinaire reçue par Maître Francis KESSELER, notaire de résidence à Esch/Alzette, en date du 22 mai 2014 déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Esch/Alzette, le 24 juin 2014.

Référence de publication: 2014157159/11.

(140178651) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Bright Sky S.A., Société Anonyme.

Siège social: L-1528 Luxembourg, 11-13, boulevard de la Foire.
R.C.S. Luxembourg B 176.274.

Les statuts coordonnés de la société ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 8 octobre 2014.

Référence de publication: 2014157163/10.

(140178229) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

BlackBerry Commerce S.à r.l., Société à responsabilité limitée.**Capital social: EUR 1.380.000,00.**

Siège social: L-2540 Luxembourg, 26-28, rue Edward Steichen.
R.C.S. Luxembourg B 163.954.

EXTRAIT

Par décision de l'associé unique de la Société en date du 24 juin 2014, il a été décidé d'approuver (i) la démission de Monsieur Bernhard Krausse en tant que gérant non exécutif de la Société, avec effet à compter du 30 juin 2014 et (ii) la nomination de Monsieur James Yersh, demeurant professionnellement au 2200 University Avenue East, Waterloo, Ontario N2K 0A7, Canada, né le 24 décembre 1973, à Sudbury, Canada, en tant que gérant non exécutif de la Société avec effet au 30 juin 2014 et pour une durée indéterminée.

Par cette décision, l'associé unique de la Société a confirmé que le conseil de gérance de la Société sera dès lors composé comme suit de:

- Monsieur Todd Mazurek, gérant exécutif.
- Monsieur Charles Stoops, gérant exécutif; et
- Monsieur James Yersh, gérant non exécutif.

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

Luxembourg, le 8 octobre 2014.

Signature

Un mandataire

Référence de publication: 2014157162/23.

(140178646) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Brookfield Finance Luxembourg S.à r.l., Société à responsabilité limitée.**Capital social: USD 72.039.040,00.**

Siège social: L-1331 Luxembourg, 67, boulevard Grande-Duchesse Charlotte.
R.C.S. Luxembourg B 100.461.

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

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

Luxembourg, le 8 octobre 2014.

Référence de publication: 2014157165/10.

(140178538) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Bureau de Voyages Quatre Saisons, Société à responsabilité limitée.

Siège social: L-1469 Luxembourg, 1, rue Ermesinde.
R.C.S. Luxembourg B 14.796.

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

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

Référence de publication: 2014157166/9.

(140178508) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Buzzi Unicem International Sàrl, Société à responsabilité limitée.

Siège social: L-2213 Luxembourg, 16, rue de Nassau.
R.C.S. Luxembourg B 98.168.

Les comptes annuels au 31 décembre 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2014157167/9.

(140178384) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Carthesio Holding S.A., Société Anonyme.

Siège social: L-1325 Luxembourg, 3, rue de la Chapelle.
R.C.S. Luxembourg B 74.046.

EXTRAIT

Il résulte des résolutions prises par l'Assemblée générale ordinaire des actionnaires tenue en date du 7 octobre 2014 que:

Leur mandat étant arrivé à expiration l'assemblée décide de réélire:

- Mme Maggy KOHL-BIRGET, administrateur de type A, demeurant à L-1510 Luxembourg, 60 avenue de la Faïencerie
- Mme Marianne GOEBEL, administrateur de type A
- Mr Piergiorgio BIANCHETTI, administrateur de catégorie B
- Mr Francesco AMANTE, administrateur de catégorie B
- Mr Vincenzo VEDANI, administrateur de catégorie B

Elle décide de réélire comme commissaire aux comptes:

- La FIDUCIAIRE GRAND-DUCALE S.A., établie et ayant son siège social à 60, avenue de la Faïencerie, L-1510 Luxembourg.

Le mandat des administrateurs et du commissaire aux comptes est fixé à 1 an et prendra fin à l'assemblée générale de 2015.

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

Luxembourg, le 7 octobre 2014.

Pour la société

Signature

Un mandataire

Référence de publication: 2014157195/26.

(140178964) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Benictim Properties, Société à responsabilité limitée.**Capital social: EUR 280.240,00.**

Siège social: L-2652 Luxembourg, 217, rue Albert Unden.
R.C.S. Luxembourg B 40.841.

Les comptes annuels au 31.12.2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2014157169/10.

(140178734) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Bero Investment S.A., Société Anonyme Soparfi.

Siège social: L-2420 Luxembourg, 11, avenue Emile Reuter.
R.C.S. Luxembourg B 153.109.

Les comptes annuels au 31 décembre 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

BERO INVESTMENT S.A.
Société Anonyme

Référence de publication: 2014157170/11.

(140178599) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Bluestruct GmbH, Société à responsabilité limitée.

Siège social: L-1650 Luxembourg, 6, avenue Guillaume.
R.C.S. Luxembourg B 147.622.

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

Signature.

Référence de publication: 2014157173/10.

(140178839) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

BRW Holdings S.à r.l., Société à responsabilité limitée.

Siège social: L-1118 Luxembourg, 23, rue Aldringen.
R.C.S. Luxembourg B 151.719.

Les comptes annuels au 31 décembre 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2014157175/10.

(140178934) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Financière Weber S.A., Société Anonyme.

Siège social: L-2540 Luxembourg, 15, rue Edward Steichen.
R.C.S. Luxembourg B 178.009.

EXTRAIT

A partir du 1^{er} octobre 2014, l'adresse du siège social de la Société est au 15 rue Edward Steichen, L-2540 Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 1^{er} octobre 2014.*Pour la société**Le gérant*

Référence de publication: 2014157301/13.

(140178974) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

BUPA Europe Limited, Société à responsabilité limitée.**Capital social: GBP 10.534,00.**

Siège social: L-2453 Luxembourg, 19, rue Eugène Ruppert.

R.C.S. Luxembourg B 133.882.

Extrait des résolutions prises lors de l'assemblée générale ordinaire du 7 octobre 2014

L'Assemblée Générale accepte la démission de Monsieur Nils Kruse, Gérant de la Société avec effet au 30 Août 2013.

L'Assemblée Générale a pris connaissance que le mandat du Réviseur d'entreprises agréé KPMG arrive à échéance lors de la présente Assemblée Générale.

Extrait sincère et conforme

Bupa Europe Limited

Un mandataire

Référence de publication: 2014157177/15.

(140178765) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

BPSG Luxembourg S.à r.l., Société à responsabilité limitée.**Capital social: EUR 12.500,00.**

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

R.C.S. Luxembourg B 144.724.

Par résolutions prises en date du 18 septembre 2014, l'associé unique a pris les décisions suivantes:

1. Nomination de Igor Valikoff, avec adresse professionnelle au 5, rue Guillaume Kroll, L-1882 Luxembourg, au mandat de gérant, avec effet au 30 mars 2014 et pour une durée indéterminée;

2. Acceptation de la démission de Marie-Catherine Brunner, avec adresse professionnelle au 5, rue Guillaume Kroll, L-1882 Luxembourg, de son mandat de gérant, avec effet au 30 mars 2014;

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

Luxembourg, le 30 septembre 2014.

Référence de publication: 2014157174/15.

(140178344) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

BUPA Europe Limited, Société à responsabilité limitée.**Capital social: GBP 10.534,00.**

Siège social: L-2453 Luxembourg, 19, rue Eugène Ruppert.

R.C.S. Luxembourg B 133.882.

Les comptes annuels au 31 décembre 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Extrait sincère et conforme

Bupa Europe Limited

Signature

Référence de publication: 2014157178/12.

(140178766) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Caster Investments S.A., Société Anonyme.

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

R.C.S. Luxembourg B 116.931.

Le bilan au 31 décembre 2013 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 12 septembre 2014.

POUR LE CONSEIL D'ADMINISTRATION

Signature

Référence de publication: 2014157197/12.

(140178561) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Cherryhill Holdings S.à r.l., Société à responsabilité limitée unipersonnelle.

Siège social: L-5367 Schuttrange, 64, rue Principale.

R.C.S. Luxembourg B 125.549.

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

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

Schuttrange, le 9 octobre 2014.

Signature.

Référence de publication: 2014157186/10.

(140178762) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Business Communication, Société Anonyme.

Siège social: L-5326 Contern, 1, rue de l'Etang.

R.C.S. Luxembourg B 149.470.

J'ai le regret de vous informer que je renonce par la présente à mes fonctions d'Administrateur dans votre société, avec effet immédiat.

Le 06 octobre 2014.

A DANHACH.

Référence de publication: 2014157179/10.

(140178286) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

CBP Select, Société d'Investissement à Capital Variable.

Siège social: L-1930 Luxembourg, 1, place de Metz.

R.C.S. Luxembourg B 129.395.

Monsieur Bertrand SCHMELER a démissionné de sa fonction d'administrateur de CBP SELECT avec effet au 6 octobre 2014.

Luxembourg, le 6 octobre 2014.

Certifié sincère et conforme

BANQUE ET CAISSE D'EPARGNE DE L'ETAT, LUXEMBOURG

Référence de publication: 2014157198/12.

(140178631) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Carthesio Holding S.A., Société Anonyme.

Siège social: L-1325 Luxembourg, 3, rue de la Chapelle.

R.C.S. Luxembourg B 74.046.

Le bilan et annexes au 31 décembre 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 7 octobre 2014.

Signature.

Référence de publication: 2014157196/10.

(140178967) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Dallas Investments S.A., Société Anonyme.

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

R.C.S. Luxembourg B 116.921.

Le bilan au 31 décembre 2013 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 12 septembre 2014.

POUR LE CONSEIL D'ADMINISTRATION

Signature

Référence de publication: 2014157229/12.

(140178560) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 octobre 2014.

Dec Second Capital S.à r.l., Société à responsabilité limitée.

Capital social: CAD 239.464,49.

Siège social: L-2220 Luxembourg, 560A, rue de Neudorf.

R.C.S. Luxembourg B 88.483.

In the year two thousand and fourteen, on the thirtieth of September.

Before US Maître Henri BECK, notary, residing in Echternach, Grand Duchy of Luxembourg.

THERE APPEARED:

DEC Third Capital, Ltd., a company incorporated under the laws of the Commonwealth of the Bahamas, having its registered address at Ocean Centre, Montagu Foreshore, East Bay Street, Nassau, New Providence, the Bahamas, registered with the Registrar General of Bahamas under number 170 448 B,

here represented by Ms. Peggy Simon, private employee, with professional address at 9, Rabatt, L-6475 Echternach, Grand Duchy of Luxembourg, by virtue of proxy established on September 30, 2014.

The said proxy, signed “ne varietur” by the proxyholder of the appearing company and the undersigned notary, will remain annexed to the present deed to be filed with the registration authorities.

Such appearing company, through its proxyholder, have requested the undersigned notary to state that:

I. The appearing company is the sole shareholder (the “Sole Shareholder”) of “DEC Second Capital, S.à r.l.”, a private limited liability company (“société à responsabilité limitée”) having its registered office at 560A, rue de Neudorf, L-2220 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Trade and Companies Register under number B 88.483, incorporated pursuant to a deed of Maître Joseph Elvinger, notary public residing in Luxembourg, dated July 11th, 2002, published in the Mémorial C - Recueil des Sociétés et Associations, number 1434, on October 3rd, 2002 (the “Company”). The Company’s articles of association have been modified for the last time by a deed of the undersigned notary dated March 10th, 2014, published in the Mémorial C - Recueil des Sociétés et Associations, number 1289, on May 20th, 2014.

II. The Company’s share capital is set at two hundred and thirty-nine million, four hundred and sixty-four thousand, four hundred and ninety-four Canadian Dollars (CAD 239,464,494.-) represented by one hundred and ninety-six million, three hundred and sixty-nine thousand, five hundred and fifteen (196,369,515) class A shares, four million, seven hundred and eighty-eight thousand, three hundred and thirty-one (4,788,331) class B shares, four million, seven hundred and eighty-eight thousand, three hundred and thirty-one (4,788,331) class C shares, four million, seven hundred and eighty-eight thousand, three hundred and thirty-one (4,788,331) class D shares, four million, seven hundred and eighty-eight thousand, three hundred and thirty-one (4,788,331) class E shares, four million, seven hundred and eighty-eight thousand, three hundred and thirty-one (4,788,331) class F shares, four million, seven hundred and eighty-eight thousand, three hundred and thirty-one (4,788,331) class G shares, four million, seven hundred and eighty-eight thousand, three hundred and thirty-one (4,788,331) class H shares, four million, seven hundred and eighty-eight thousand, three hundred and thirty-one (4,788,331) class I shares and four million, seven hundred and eighty-eight thousand, three hundred and thirty-one (4,788,331) class J shares, with a nominal value of one Canadian Dollar (CAD 1.-) each.

III. The appearing company, through its proxyholder, has requested the undersigned notary to document the following resolutions:

First resolution

The Sole Shareholder resolved to reorganize the share capital of the Company so that the ten classes of shares of two hundred and thirty-nine million, four hundred and sixty-four thousand, four hundred and ninety-four (239,464,494) shares be now allocated equally among the ten (10) classes of shares as follows:

- twenty-three million, nine hundred and forty-six thousand, four hundred and forty-eight (23,946,448) class A shares with a nominal value of one Canadian Dollar (CAD 1.-) each;
- twenty-three million, nine hundred and forty-six thousand, four hundred and forty-eight (23,946,448) class B shares with a nominal value of one Canadian Dollar (CAD 1.-) each;
- twenty-three million, nine hundred and forty-six thousand, four hundred and forty-eight (23,946,448) class C shares with a nominal value of one Canadian Dollar (CAD 1.-) each;
- twenty-three million, nine hundred and forty-six thousand, four hundred and forty-eight (23,946,448) class D shares with a nominal value of one Canadian Dollar (CAD 1.-) each;
- twenty-three million, nine hundred and forty-six thousand, four hundred and forty-eight (23,946,448) class E shares with a nominal value of one Canadian Dollar (CAD 1.-) each;
- twenty-three million, nine hundred and forty-six thousand, four hundred and forty-eight (23,946,448) class F shares with a nominal value of one Canadian Dollar (CAD 1.-) each;
- twenty-three million, nine hundred and forty-six thousand, four hundred and forty-eight (23,946,448) class G shares with a nominal value of one Canadian Dollar (CAD 1.-) each;

- twenty-three million, nine hundred and forty-six thousand, four hundred and forty-eight (23,946,448) class H shares with a nominal value of one Canadian Dollar (CAD 1.-) each;
- twenty-three million, nine hundred and forty-six thousand, four hundred and forty-eight (23,946,448) class I shares with a nominal value of one Canadian Dollar (CAD 1.-) each; and
- twenty-three million, nine hundred and forty-six thousand, four hundred and sixty-two (23,946,462) class J shares with a nominal value of one Canadian Dollar (CAD 1.-) each.

Second resolution

As a consequence of the reorganization of the Company's share capital, the Sole Shareholder resolved to amend and fully restate article 7 of the Company's articles of association as follows:

“ **Art. 7.** The share capital is set at two hundred and thirty-nine million, four hundred and sixty-four thousand, four hundred and ninety-four Canadian Dollars (CAD 239,464,494.-) divided into:

- twenty-three million, nine hundred and forty-six thousand, four hundred and forty-eight (23,946,448) class A shares with a nominal value of one Canadian Dollar (CAD 1.-) each, all subscribed and fully paid up (hereinafter the “Class A Shares”);
- twenty-three million, nine hundred and forty-six thousand, four hundred and forty-eight (23,946,448) class B shares with a nominal value of one Canadian Dollar (CAD 1.-) each, all subscribed and fully paid up (hereinafter the “Class B Shares”);
- twenty-three million, nine hundred and forty-six thousand, four hundred and forty-eight (23,946,448) class C shares with a nominal value of one Canadian Dollar (CAD 1.-) each, all subscribed and fully paid up (hereinafter the “Class C Shares”);
- twenty-three million, nine hundred and forty-six thousand, four hundred and forty-eight (23,946,448) class D shares with a nominal value of one Canadian Dollar (CAD 1.-) each, all subscribed and fully paid up (hereinafter the “Class D Shares”);
- twenty-three million, nine hundred and forty-six thousand, four hundred and forty-eight (23,946,448) class E shares with a nominal value of one Canadian Dollar (CAD 1.-) each, all subscribed and fully paid up (hereinafter the “Class E Shares”);
- twenty-three million, nine hundred and forty-six thousand, four hundred and forty-eight (23,946,448) class F shares with a nominal value of one Canadian Dollar (CAD 1.-) each, all subscribed and fully paid up (hereinafter the “Class F Shares”);
- twenty-three million, nine hundred and forty-six thousand, four hundred and forty-eight (23,946,448) class G shares with a nominal value of one Canadian Dollar (CAD 1.-) each, all subscribed and fully paid up (hereinafter the “Class G Shares”);
- twenty-three million, nine hundred and forty-six thousand, four hundred and forty-eight (23,946,448) class H shares with a nominal value of one Canadian Dollar (CAD 1.-) each, all subscribed and fully paid up (hereinafter the “Class H Shares”);
- twenty-three million, nine hundred and forty-six thousand, four hundred and forty-eight (23,946,448) class I shares with a nominal value of one Canadian Dollar (CAD 1.-) each, all subscribed and fully paid up (hereinafter the “Class I Shares”); and
- twenty-three million, nine hundred and forty-six thousand, four hundred and sixty-two (23,946,462) class J shares with a nominal value of one Canadian Dollar (CAD 1.-) each, all subscribed and fully paid up (hereinafter the “Class J Shares”).

In addition to the corporate capital, there may be set up a premium account into 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 redeem from its shareholders, to offset any net realised losses, to make distributions to the shareholders or to allocate funds to the legal reserve.

Each share is entitled to one vote at ordinary and extraordinary general meetings.”

Third resolution

The Sole Shareholder further resolved to amend and fully restate article 2 of the Company's articles of association as follows:

Art. 2. The following words and expressions, whenever used in these Articles, shall have the following meanings:

“Available Amount” means the total amount of net profits of the Company (including carried forward profits) to the extent the shareholders would have been entitled to dividend distributions according to the Articles, increased by (i) any freely distributable reserves (including for the avoidance of doubt the share premium reserve) and (ii) as the case may be by the amount of the share capital reduction and Legal Reserve reduction relating to the class of shares to be redeemed and cancelled but reduced by (i) any losses (included carried forward losses), and (ii) any sums to be placed into reserve

(s) pursuant to the requirements of the Law or of the Articles, each time as set out in the relevant Interim Accounts, so that:

$$AA = (NP + P+ CR) - (L + LR)$$

Whereby:

AA = Available Amount

NP= net profits (including carried forward profits)

P= any freely distributable reserves (including the share premium reserve)

CR = the amount of the share capital reduction and Legal Reserve reduction relating to the class of shares to be cancelled

L= losses (including carried forward losses)

LR = any sums to be placed into reserve(s) pursuant to the requirements of the Law or of the Articles;

“Cancellation Value Per Share” shall be calculated by dividing the Total Cancellation Amount to be applied to the class of shares to be repurchased and cancelled by the number of shares in issue in such class of shares;

“Interim Accounts” means recent interim accounts of the Company prepared under Luxembourg GAAP;

“Legal Reserve” has the meaning given to it in article 25;

“Repurchase Price” means the amount determined by the board of managers and approved by the general meeting on the basis of the relevant Interim Accounts; the Repurchase Price shall be lower or equal to the entire Available Amount at the time of the cancellation of the relevant shares unless otherwise resolved by the general meeting in the manner provided for an amendment of the Articles; and

“Total Cancellation Amount” means the amount determined by the board of managers approved by the general meeting on the basis of the relevant Interim Accounts. The Total Cancellation Amount shall be lower or equal to the entire Available Amount at the time of the cancellation of the relevant class of shares unless otherwise resolved by the general meeting in the manner provided for an amendment of the Articles”.

Fourth resolution

The Sole Shareholder resolved to amend the share register of the Company in order to reflect the above changes and hereby empowered and authorized any Manager of the Company to proceed on behalf of the Company to the registration of the reorganization of the Company's classes of shares in its share register.

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

The undersigned notary who understands and speaks English states herewith that on request of the above appearing company, the present deed is worded in English followed by a French translation.

On request of the same appearing company and in case of divergence between the English and the French text, the English version will prevail.

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

The document having been read to the proxyholder of the appearing company, who is known to the notary by her Surname, Christian name, civil status and residence, she signed together with Us, the notary, the present original deed.

Suit la traduction en langue française du texte qui précède.

L'an deux mille quatorze, le trente septembre.

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

A COMPARU:

DEC Third Capital, Ltd., une société constituée sous le droit des Bahamas, ayant son siège social à Ocean Centre, Montagu Foreshore, East Bay Street, Nassau, New Providence, les Bahamas, enregistrée auprès du Registrar General of Bahamas sous le numéro 170 448 B,

représentée par Mme Peggy Simon, employée privée, avec adresse professionnelle au 9, Rabatt, L-6475, Echternach, Grand-Duché de Luxembourg, en vertu d'une procuration donnée le 30 septembre 2014.

Laquelle procuration, après avoir été signée “ne varietur” par le mandataire de la comparante et le notaire instrumentaire, demeurera annexée aux présentes pour être enregistrée en même temps.

La comparante, par son mandataire, a requis le notaire instrumentaire d'acter que:

I. La comparante est l'associé unique (l'«Associé Unique») de «DEC Second Capital, S.à r.l.», une société à responsabilité limitée ayant son siège social au 560A, rue de Neudorf, L-2220 Luxembourg, Grand-Duché de Luxembourg, inscrite auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 88.483, constituée suivant acte reçu par Maître Joseph Elvinger, notaire de résidence à Luxembourg en date du 11 juillet 2002, publié au Mémorial C - Recueil des Sociétés et Associations, numéro 1434, le 3 octobre 2002 (la «Société»). Les statuts de la Société ont été modifiés pour la dernière fois par un acte reçu du notaire soussigné en date du 10 mars 2014, publié au Mémorial C - Recueil des Sociétés et Associations, numéro 1289, le 20 mai 2014.

II. Le capital social de la Société est fixé à deux cent trente-neuf millions quatre cent soixante-quatre mille quatre cent quatre-vingt-quatorze dollars canadiens (CAD 239.464.494,-) représenté par cent quatre-vingt-seize millions trois cent soixante-neuf mille cinq cent quinze (196.369.515) parts sociales de classe A, quatre millions sept cent quatre-vingt-huit mille trois cent trente-et-une (4.788.331) parts sociales de classe B, quatre millions sept cent quatre-vingt-huit mille trois cent trente-et-une (4.788.331) parts sociales de classe C, quatre millions sept cent quatre-vingt-huit mille trois cent trente-et-une (4.788.331) parts sociales de classe D, quatre millions sept cent quatre-vingt-huit mille trois cent trente-et-une (4.788.331) parts sociales de classe E, quatre millions sept cent quatre-vingt-huit mille trois cent trente-et-une (4.788.331) parts sociales de classe F, quatre millions sept cent quatre-vingt-huit mille trois cent trente-et-une (4.788.331) parts sociales de classe G, quatre millions sept cent quatre-vingt-huit mille trois cent trente-et-une (4.788.331) parts sociales de classe H, quatre millions sept cent quatre-vingt-huit mille trois cent trente-et-une (4.788.331) parts sociales de classe I et quatre millions sept cent quatre-vingt-huit mille trois cent trente-et-une (4.788.331) parts sociales de classe J d'une valeur nominale d'un dollar canadien (CAD 1,-) chacune.

III. La comparante, par son mandataire, a requis le notaire instrumentaire de documenter les résolutions suivantes:

Première résolution

L'Associé Unique a décidé de réorganiser le capital social de la Société de telle sorte que les deux cent trente-neuf millions quatre cent soixante-quatre mille quatre cent quatre-vingt-quatorze (239.464.494) parts sociales seront désormais réparties de manière égale entre les dix (10) classes de parts sociales de la manière suivante:

- vingt-trois millions neuf cent quarante-six mille quatre cent quarante-huit (23.946.448) parts sociales de classe A d'une valeur nominale d'un dollar canadien (CAD 1,-) chacune;
- vingt-trois millions neuf cent quarante-six mille quatre cent quarante-huit (23.946.448) parts sociales de classe B d'une valeur nominale d'un dollar canadien (CAD 1,-) chacune;
- vingt-trois millions neuf cent quarante-six mille quatre cent quarante-huit (23.946.448) parts sociales de classe C d'une valeur nominale d'un dollar canadien (CAD 1,-) chacune;
- vingt-trois millions neuf cent quarante-six mille quatre cent quarante-huit (23.946.448) parts sociales de classe D d'une valeur nominale d'un dollar canadien (CAD 1,-) chacune;
- vingt-trois millions neuf cent quarante-six mille quatre cent quarante-huit (23.946.448) parts sociales de classe E d'une valeur nominale d'un dollar canadien (CAD 1,-) chacune;
- vingt-trois millions neuf cent quarante-six mille quatre cent quarante-huit (23.946.448) parts sociales de classe F d'une valeur nominale d'un dollar canadien (CAD 1,-) chacune;
- vingt-trois millions neuf cent quarante-six mille quatre cent quarante-huit (23.946.448) parts sociales de classe G d'une valeur nominale d'un dollar canadien (CAD 1,-) chacune;
- vingt-trois millions neuf cent quarante-six mille quatre cent quarante-huit (23.946.448) parts sociales de classe H d'une valeur nominale d'un dollar canadien (CAD 1,-) chacune;
- vingt-trois millions neuf cent quarante-six mille quatre cent quarante-huit (23.946.448) parts sociales de classe I d'une valeur nominale d'un dollar canadien (CAD 1,-) chacune; et
- vingt-trois millions neuf cent quarante-six mille quatre cent soixante-deux (23.946.462) parts sociales de classe J d'une valeur nominale d'un dollar canadien (CAD 1,-) chacune.

Deuxième résolution

En conséquence de la réorganisation du capital social de la Société, l'Associé Unique a décidé de modifier et reformuler l'article 7 des statuts de la Société comme suit:

« **Art. 7.** Le capital social est fixé à la somme de deux cent trente-neuf millions quatre cent soixante-quatre mille quatre cent quatre-vingt-quatorze dollars canadiens (CAD 239.464.494,-), représenté par:

- vingt-trois millions neuf cent quarante-six mille quatre cent quarante-huit (23.946.448) parts sociales de classe A d'une valeur nominale d'un dollar canadien (CAD 1,-) chacune, entièrement souscrites et libérées (ci-après les «Parts Sociales de Classe A»);
- vingt-trois millions neuf cent quarante-six mille quatre cent quarante-huit (23.946.448) parts sociales de classe B d'une valeur nominale d'un dollar canadien (CAD 1,-) chacune, entièrement souscrites et libérées (ci-après les «Parts Sociales de Classe B»);
- vingt-trois millions neuf cent quarante-six mille quatre cent quarante-huit (23.946.448) parts sociales de classe C d'une valeur nominale d'un dollar canadien (CAD 1,-) chacune, entièrement souscrites et libérées (ci-après les «Parts Sociales de Classe C»);
- vingt-trois millions neuf cent quarante-six mille quatre cent quarante-huit (23.946.448) parts sociales de classe D d'une valeur nominale d'un dollar canadien (CAD 1,-) chacune, entièrement souscrites et libérées (ci-après les «Parts Sociales de Classe D»);
- vingt-trois millions neuf cent quarante-six mille quatre cent quarante-huit (23.946.448) parts sociales de classe E d'une valeur nominale d'un dollar canadien (CAD 1,-) chacune, entièrement souscrites et libérées (ci-après les «Parts Sociales de Classe E»);

- vingt-trois millions neuf cent quarante-six mille quatre cent quarante-huit (23.946.448) parts sociales de classe F d'une valeur nominale d'un dollar canadien (CAD 1,-) chacune, entièrement souscrites et libérées (ci-après les «Parts Sociales de Classe F»);

- vingt-trois millions neuf cent quarante-six mille quatre cent quarante-huit (23.946.448) parts sociales de classe G d'une valeur nominale d'un dollar canadien (CAD 1,-) chacune, entièrement souscrites et libérées (ci-après les «Parts Sociales de Classe G»);

- vingt-trois millions neuf cent quarante-six mille quatre cent quarante-huit (23.946.448) parts sociales de classe H d'une valeur nominale d'un dollar canadien (CAD 1,-) chacune, entièrement souscrites et libérées (ci-après les «Parts Sociales de Classe H»);

- vingt-trois millions neuf cent quarante-six mille quatre cent quarante-huit (23.946.448) parts sociales de classe I d'une valeur nominale d'un dollar canadien (CAD 1,-) chacune, entièrement souscrites et libérées (ci-après les «Parts Sociales de Classe I»); et

- vingt-trois millions neuf cent quarante-six mille quatre cent soixante-deux (23.946.462) parts sociales de classe J d'une valeur nominale d'un dollar canadien (CAD 1,-) chacune, entièrement souscrites et libérées (ci-après les «Parts Sociales de Classe J»).

En plus du capital social, un compte de prime d'émission peut être établi auquel toutes les primes payées sur une part sociale en plus de la valeur nominale seront transférées. L'avoir de ce compte de primes peut être utilisé pour effectuer le remboursement en cas de rachat des parts sociales des associés par la Société, pour compenser des pertes nettes réalisées, pour effectuer des distributions aux associés, ou pour être affecté à la réserve légale.

Chaque part sociale donne droit à une voix dans les délibérations des assemblées générales ordinaires et extraordinaires.»

Troisième résolution

L'Associé Unique a décidé de modifier et reformuler l'article 2 des statuts de la Société comme suit:

Art. 2. Les mots et expressions suivants, lorsqu'ils sont utilisés dans les présents Statuts, ont la signification suivante:

«Montant Disponible» signifie le montant total des bénéfices nets de la Société (incluant les bénéfices reportés) dans la mesure où les associés auraient droit aux distributions de dividendes conformément à ces Statuts, augmenté par (i) toutes les réserves librement distribuables (incluant, afin d'éviter tout doute, la réserve du compte de prime d'émission) et (ii) le cas échéant le montant de la diminution du capital et de la réduction de la Réserve Légale relative au rachat et à l'annulation d'une classe de parts sociales, mais réduit de (i) toutes pertes (incluant les pertes reportées), et de (ii) toutes sommes devant être placées dans un compte de réserve conformément à la Loi ou à ces Statuts, chaque fois tel qu'indiqué dans les Comptes Intérimaires, afin que:

$$AA = (NP + P + CR) - (L + LR)$$

Par laquelle:

AA = Montant Disponible

NP = bénéfices nets (incluant les bénéfices reportés)

P = toute réserve librement distribuable (incluant la réserve de compte de prime d'émission)

CR = le montant de la réduction de capital et de la réduction de la réserve légale relative à l'annulation d'une classe de parts sociales

L = les pertes (incluant les pertes reportées)

LR = toutes sommes devant être placées dans un compte de réserve conformément à la Loi ou à ces Statuts

«Valeur d'Annulation par Part Sociale» doit être calculée en divisant le Montant Total de l'Annulation devant être appliqué à la classe de parts sociales devant être rachetée et annulée par le nombre de parts sociales émises dans cette classe de parts sociales

«Comptes Intérimaires» signifie les comptes intérimaires récents de la Société établis en vertu des PCGR luxembourgeois;

«Réserve Légale» a la signification donnée dans l'article 25;

«Prix de Rachat» signifie le montant déterminé par le conseil de gérance et approuvé par l'assemblée générale sur la base des Comptes Intérimaires concernés; le Prix de Rachat doit être inférieur ou égal à la totalité du Montant Disponible au moment de l'annulation des parts sociales concernées, sauf décision contraire de l'assemblée générale de la manière prévue pour une modification des Statuts; et

«Montant Total de l'Annulation» désigne le montant déterminé par le conseil de gérance approuvé par l'assemblée générale sur la base des Comptes Intérimaires concernés. Le Montant Total de l'Annulation doit être inférieur ou égal à la totalité du Montant Disponible au moment de l'annulation de la classe de parts sociales sauf décision contraire de l'assemblée générale de la manière prévue pour une modification des Statuts.

Quatrième résolution

L'Associé Unique a décidé de modifier le registre des parts sociales de la Société afin d'y refléter les modifications qui précédent, et donne pouvoir et autorité à tout gérant de la Société afin de procéder pour le compte de la Société à l'inscription de la réorganisation des classes de parts sociales de la Société au sein de son registre des parts sociales.

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

Le notaire soussigné qui comprend et parle l'anglais, constate par les présentes qu'à la requête de la comparante le présent acte est rédigé en anglais suivi d'une version française.

A la requête de la même comparante et en cas de divergences entre le texte anglais et le texte français, la version anglaise fera foi.

Dont Procès-verbal, fait et passé à Echternach, les jour, mois et an qu'en tête des présentes.

Lecture faite et interprétation donnée au mandataire de la comparante, connue du notaire par son nom et prénom, état et demeure, elle a signé ensemble avec nous notaire, le présent acte.

Signé: P. SIMON, Henri BECK.

Enregistré à Echternach, le 02 octobre 2014. Relation: ECH/2014/1803. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): J.-M. MINY.

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

Echternach, le 06 octobre 2014.

Référence de publication: 2014155798/296.

(140176475) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 octobre 2014.

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

Siège social: L-1728 Luxembourg, 10, rue du Marché-aux-Herbes.

R.C.S. Luxembourg B 139.519.

Im Jahre zweitausendvierzehn, am dreissigsten September.

Vor dem unterzeichneten Notar Patrick SERRES, mit Amtssitz in Remich.

Ist erschienen:

Frau Gisela FONTAINE, geborene MAFFERT, Kauffrau, wohnhaft in D-66780 Rehlingen-Siersburg, Lothringer Strasse, 112.

Welche Komparentin den unterzeichneten Notar ersucht, Folgendes zu beurkunden:

Die Komparentin ist alleinige Teilhaberin der Gesellschaft "Monter S. à r. l." mit Sitz in L-1728 Luxembourg, 10, rue du Marché-aux-Herbes, eingetragen im Handelsregister von Luxemburg unter der Nummer B 139.519, gegründet gemäß notarieller Urkunde am 17. Juni 2008, veröffentlicht im Mémorial C, Recueil des Sociétés et Associations, Nummer 1713 vom 11. Juli 2008.

Das Gesellschaftskapital beträgt zwölftausendfünfhundert Euro (12.500.- EUR), eingeteilt in einhundert (100) Aktien zu je einhundertfünfundzwanzig Euro (125.- EUR) vollständig eingezahlt.

Alsdann erklärt die Gesellschafterin, folgende Beschlüsse zu dokumentieren:

Erster Beschluss

Die Gesellschaft wird mit sofortiger Wirkung aufgelöst und liquidiert.

Zweiter Beschluss

Zum Liquidator wird ernannt Frau Gisela Fontaine, vorbenannt, wohnhaft in D-66780 Rehlingen-Siersburg, Lothringer Strasse, 112.

Der Liquidator hat sämtliche Befugnisse, die Artikel 144 und folgende des Luxemburgischen Gesetzes über die Handelsgesellschaften vom 10. August 1915 für einen Abwickler vorsehen mit der Maßgabe, dass er die in Artikel 145 angesprochenen Abwicklungs- und Rechtsgeschäfte ohne Genehmigung der Aktionäre vornehmen kann.

Der Liquidator ist nicht gehalten, Inventar vorzunehmen und kann sich auf die Bücher und Konten der Gesellschaft berufen.

Worüber Urkunde, Aufgenommen in Remich, am Datum wie eingangs erwähnt.

Und nach Vorlesung und Erklärung alles Vorstehenden an die Erschienene, dem Notar nach Namen, gebräuchlichem Vornamen, Stand und Wohnort bekannt, hat dieselbe mit dem Notar gegenwärtige Urkunde unterschrieben.

Gezeichnet: G. FONTAINE, Patrick SERRES.

Enregistré à Remich, le 30 septembre 2014. Relation: REM/2014/2138. Reçu soixante-quinze euros 75.-.

Le Receveur (signé): P. MOLLING.

Für gleichlautende Ausfertigung, zum Zwecke der Veröffentlichung im Mémorial C, Recueil des Sociétés et Associations, erteilt.

Remich, den 7. Oktober 2014.

Référence de publication: 2014156081/39.

(140177378) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 octobre 2014.

Covidien Holdings S.à r.l., Société à responsabilité limitée.

Capital social: USD 20.001,00.

Siège social: L-1724 Luxembourg, 3b, boulevard Prince Henri.

R.C.S. Luxembourg B 190.515.

In the year two thousand and fourteen, on the twenty-fifth day of September, before the undersigned, Maître Francis Kessler, notary resident in Esch-sur-Alzette, Grand Duchy of Luxembourg,

There appeared:

Covidien International Finance S.A., a public limited liability company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 3b, boulevard Prince Henri, L - 1724 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 123.527 (the Sole Shareholder), represented by, Mrs. Sophie Henryon, notary clerk whose professional address is at Esch-sur-Alzette, Grand Duchy of Luxembourg, by virtue of a power of attorney given on 24 September 2014, being the sole shareholder of Covidien Holdings S.à r.l., a private limited liability company (société à responsabilité limitée) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 3b, boulevard Prince Henri, L - 1724 Luxembourg, Grand Duchy of Luxembourg, in the process of registration with the Luxembourg Register of Commerce and Companies (the Company).

The Company was incorporated on 19 September 2014 pursuant to a deed drawn up by Maître Marc Loesch, a notary resident in Mondorf-les-Bains, Grand Duchy of Luxembourg, not yet published in the Mémorial C, Recueil des Sociétés et Associations.

After signature ne varietur by the authorised representative of the Sole Shareholder and the undersigned notary, this power of attorney will remain attached to this deed to be registered with it.

The Sole Shareholder resolves as follows:

First resolution

The Sole Shareholder resolves to increase the share capital with immediate effect by an amount of one United States Dollar (USD 1.-) to raise it from its present amount of twenty thousand United States Dollars (USD 20,000.-), represented by four hundred thousand (400,000) shares, having a nominal value of five United States Cents (USD 0.05) each, to twenty thousand and one United States Dollars (USD 20,001.-) by the issue of twenty (20) new shares in the Company having a nominal value of five United States Cents (USD 0.05) each and with the same rights and obligations as the existing shares (the New Shares).

Second resolution

Subscription - Payment

The Sole Shareholder, represented as stated above, resolves to subscribe for the New Shares and pays them up fully by a contribution in kind consisting of:

- four hundred thousand and twenty (400,020) shares (the Covidien International Shares) it holds in the share capital of Covidien International S.à r.l., a private limited liability company (société à responsabilité limitée) incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 3b, boulevard Prince Henri, L - 1724 Luxembourg, Grand Duchy of Luxembourg, in the process of registration with the Luxembourg Register of Commerce and Companies (Covidien International), the Covidien International Shares having an aggregate book value of twenty-five billion four hundred ninety-four million sixty-five thousand two hundred ninety-eight United States Dollars (USD 25,494,065,298.-) and

- 100% of the shares in each of the following companies, having an aggregate fair market value of nine billion four hundred twenty-six million seventy-seven thousand three hundred eighty-four United States Dollars (USD 9,426,077,384.-) (the US Subsidiaries Shares, hereafter together with the Covidien International Shares referred to as the Shares):

Name	Address	Registration number	Number of shares
Coated Products Holdings, Inc.	15 Hampshire Street Mansfield Massachusetts 02048 United States	DE 2942879	100

158561

Covidien US Holdings, Inc.	15 Hampshire Street Mansfield Massachusetts 02048 United States	DE 3046991	100
Ev3, Inc.	3033 Campus Drive Plymouth Minnesota 55441 United States	DE 4911733	1,000
InnerDyne Holdings, Inc.	15 Hampshire Street Mansfield Massachusetts 02048 United States	DE 2942881	100
Kendall Ludlow Holding Corporation	15 Hampshire Street Mansfield Massachusetts 02048 United States	DE 2936580	100
Plastics Holding Corporation	15 Hampshire Street Mansfield Massachusetts 02048 United States	NV C14958-2001	100
United States Surgical Corporation	555 Long Wharf Drive new Haven Connecticut 06511 United States	DE 2224806	31,058.03

Valuation - Allocation

The value of the contribution in kind of the Shares to the Company is certified by a certificate, issued by the management of the Sole Shareholder, and is approved by the Company's management.

This certificate states that:

- (i) "the Sole Shareholder is the sole owner of the Shares;
- (ii) the Sole Shareholder is solely entitled to the Shares and possesses the power to dispose of them;
- (iii) the Shares are not encumbered with any pledge or usufruct, there exists no right to acquire any pledge or usufruct on the Shares and the Shares are not subject to any attachment;
- (iv) there exist neither pre-emption rights nor any other rights by virtue of which any person may be entitled to demand that the Shares be transferred to it;
- (v) according to the applicable law and respective articles of association or other organizational documents, as amended, the Shares are freely transferable;
- (vi) all formalities required in Luxembourg or any relevant jurisdiction subsequent to the contribution in kind of the Shares to the Company will be effected upon receipt of a certified copy of the notarial deed documenting the said contribution in kind;
- (vii) all corporate, regulatory and other approvals for the execution, delivery and performance of the Shares to the Company, as the case may be, have been obtained;
- (viii) based on generally accepted accounting principles, the fair market value of the Shares is at least equal to thirty-four billion nine hundred twenty million one hundred forty-two thousand six hundred eighty-two United States Dollars (USD 34,920,142,682.-) and since such valuation no material changes have occurred which would have depreciated the contribution made to the Company; and
- (ix) all formalities to transfer the legal ownership of the Shares contributed to the Company have been or will be accomplished by the Sole Shareholder and upon the contribution of the Shares by the Sole Shareholder to the Company, the Company will become the full owner of the Shares.

(x) the Sole Shareholder contributes 100% of its stock in Covidien International to the Company in exchange for shares in the latter. For Dominican tax purposes, said contribution would be made at fiscal cost of the net assets located in the Dominican Republic, registered in Davis & Geck Caribe Limited's branch. In this regard, for tax purposes the contribution would be made at seventy-six million eight hundred forty-nine thousand four hundred forty-four United States Dollars (USD 76,849,444.-) which is equal to three billion three hundred forty-eight million seven hundred fourteen thousand five hundred twenty-two Dominican Republic Peso's and thirty cents (DOP 3,348,714,522.30), which would be the base cost for further transfers, in application of the provisions of Section 323 of the Dominican Tax Code"

After signature ne varietur by the authorised representative of the Sole Shareholder and the undersigned notary, this certificate will remain attached to this deed to be registered with it.

The contribution in kind of the Shares to the Company for the aggregate amount of thirty-four billion nine hundred twenty million one hundred forty-two thousand six hundred eighty-two United States Dollars (USD 34,920,142,682.-) is allocated as follows:

- an amount of one United States Dollar (USD 1.-) to the share capital; and
- an amount of thirty-four billion nine hundred twenty million one hundred forty-two thousand six hundred eighty-one United States Dollars (USD 34,920,142,681.-) to the share premium account.

Third resolution

The Sole Shareholder resolves to amend article 5 of the articles of association as follows to reflect the above resolutions:

“ **Art. 5. Share Capital.** The Company’s subscribed share capital is fixed at USD 20,001 (twenty thousand and one United States Dollars), represented by 400,020 (four hundred thousand and twenty) shares having a nominal value of USD 0.05 (five United States Cents) each.”

Any manager of the Company, each acting individually, shall register the New Shares in the Company’s register of shareholders.

Estimate of costs

The expenses, costs, fees and charges of any kind whatsoever to be borne by the Company in connection with this deed are estimated at approximately seven thousand euro.

The undersigned notary, who understands and speaks English, states at the request of the Sole Shareholder that this deed is drawn up in English and French, and that in the case of discrepancies, the English version shall prevail.

Whereof this notarial deed is drawn up in Esch-sur-Alzette, Grand Duchy of Luxembourg, on the date first stated above.

After reading this deed aloud, the notary signs it with the Sole Shareholder’s authorised representative.

Suit la traduction française du texte qui précède:

L’an deux mille quatorze, le vingt-cinquième jour de septembre, par devant le soussigné, Maître Francis Kessler, notaire de résidence à Esch-sur-Alzette, Grand-Duché de Luxembourg,

A comparu:

Covidien International Finance S.A., une société anonyme constituée selon les lois du Grand-Duché de Luxembourg, dont le siège social est établi au 3b, boulevard Prince Henri, L - 1724 Luxembourg, Grand-Duché de Luxembourg, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 123.527 (l’Associé Unique), représenté par Mme. Sophie Henryon, clerk de notaire, dont l’adresse professionnelle se situe à Esch-sur-Alzette, Grand-Duché de Luxembourg, en vertu d’une procuration donnée sous seing privé, étant l’associé unique de Covidien Holdings S.à r.l., une société à responsabilité limitée constituée selon les lois du Grand-Duché de Luxembourg, dont le siège social est établi au 3b, boulevard Prince Henri, L -1724 Luxembourg, Grand-Duché de Luxembourg, dont l’immatriculation au Registre de Commerce et des Sociétés de Luxembourg est en cours (la Société).

La Société a été constituée le 19 septembre 2014 suivant un acte dressé par devant Maître Marc Loesch, notaire de résidence à Mondorf-les-Bains, Grand-Duché de Luxembourg et dont la publication au Mémorial C, Recueil des Sociétés et Associations est en cours.

Après signature ne varietur par le mandataire autorisé de l’Associé Unique et le notaire instrumentant, ladite procuration restera annexée au présent acte pour être enregistrée avec lui.

L’Associé Unique a pris les décisions suivantes:

Première résolution

L’Associé Unique décide d’augmenter le capital social avec effet immédiat par un montant de un dollar américain (USD 1,-) afin de le porter de son montant actuel de vingt mille dollars américains (USD 20.000,-), représenté par quatre cent mille (400.000) parts sociales ayant une valeur nominale de cinq centimes de dollars américains (USD 0,05) chacune, à vingt mille et un dollars américains (USD 20.001,-), par l’émission de vingt (20) nouvelles parts sociales dans la Société ayant une valeur nominale de cinq centimes de dollars américains (USD 0,05) chacune, et ayant les mêmes droits et obligations que les parts sociales existantes (les Nouvelles Parts Sociales).

Deuxième résolution

Souscription - Libération

L’Associé Unique, représenté comme indiqué ci-dessus, décide de souscrire aux Nouvelles Parts Sociales et les libérer intégralement par un apport en nature consistant en:

- quatre cent mille et vingt (400.020) parts sociales (les Parts Sociales Covidien International) qu’il détient dans le capital social de Covidien International S.à r.l., une société à responsabilité limitée constituée selon les lois du Grand-Duché de Luxembourg, dont le siège social est établi au 3b, boulevard Prince Henri, L - 1724 Luxembourg, Grand-Duché de Luxembourg, dont l’immatriculation au Registre de Commerce et des Sociétés de Luxembourg est en cours (Covidien International), les Parts Sociales Covidien International dont la valeur totale s’élève à vingt-cinq milliards quatre cent quatre-vingt-quatorze millions soixante-cinq mille deux cent quatre-vingt-dix-huit dollars américains (USD 25.494.065.298,-); et

- 100% des parts sociales de chacune des sociétés suivantes, dont la juste valeur marchande totale s’élève à neuf milliards quatre cent vingt-six millions soixante-dix-sept mille trois cent quatre-vingt-quatre dollars américains (USD

9.426.077.384,-) (les Parts Sociales des Filiales US, désignées ci-dessous avec les Parts Sociales Covidien International comme les Parts Sociales):

Nom	Adresse	Numéro d'immatriculation	Nombre de parts sociales
Coated Products Holdings, Inc.	15 Hampshire Street Mansfield Massachusetts 02048 Etats Unis d'Amérique	DE 2942879	100
Covidien US Holdings, Inc.	15 Hampshire Street Mansfield Massachusetts 02048 Etats Unis d'Amérique	DE 3046991	100
Ev3, Inc.	3033 Campus Drive Plymouth Minnesota 55441 Etats Unis d'Amérique	DE 4911733	1.000
InnerDyne Holdings, Inc.	15 Hampshire Street Mansfield Massachusetts 02048 Etats Unis d'Amérique	DE 2942881	100
Kendall Ludlow Holding Corporation	15 Hampshire Street Mansfield Massachusetts 02048 Etats Unis d'Amérique	DE 2936580	100
Plastics Holding Corporation	15 Hampshire Street Mansfield Massachusetts 02048 Etats Unis d'Amérique	NV C14958-2001	100
United States Surgical Corporation	555 Long Wharf Drive new Haven Connecticut 06511 Etats Unis d'Amérique	DE 2224806	31.058,03

Estimation - Affectation

L'estimation de l'apport en nature des Parts Sociales à la Société est donnée par un certificat émis par la gérance de l'Associé Unique, et qui est approuvé par la gérance de la Société.

Ledit certificat atteste que:

- (i) «l'Associé Unique est l'unique propriétaire des Parts Sociales;
- (ii) l'Associé Unique est le seul ayant droit des Parts Sociales et possède le droit d'en disposer;
- (iii) les Parts Sociales ne sont grevées d'aucun nantissement ou usufruit, il n'existe aucun droit d'acquérir un nantissement ou usufruit sur les Parts Sociales et les Parts Sociales ne sont soumises à aucun privilège;
- (iv) il n'existe aucun droit de préemption, ni d'autres droits en vertu desquels une personne serait autorisée à demander à ce que les Parts Sociales lui soit cédées;
- (v) selon le droit applicable et les statuts ou autres documents organisationnels respectifs, tels que modifiés, les Parts Sociales sont librement cessibles;
- (vi) toutes les formalités requises à Luxembourg ou dans les juridictions applicables à la suite de l'apport en nature des parts sociales à la Société seront effectuées dès réception d'une copie certifiée de l'acte notarié documentant ledit apport en nature;
- (vii) toutes les approbations sociales, réglementaires ou autres dans le cadre de l'exécution, de la livraison et l'accomplissement de l'apport des Parts Sociales à la Société, le cas échéant, ont été obtenues;
- (viii) sur base des principes comptables généralement acceptés, la juste valeur marchande valeur des Parts Sociales est au moins équivalente à trente-quatre milliards neuf cent vingt millions cent quarante-deux mille six cent quatre-vingt-deux dollars américains (USD 34.920.142.682,-) et depuis cette évaluation, aucun changement matériel n'est intervenu qui aurait déprécié l'apport fait à la Société; et
- (ix) toutes les formalités pour transférer la propriété légale des Parts Sociales apportées à la Société ont été ou seront accomplies par l'Associé Unique et dès l'apport des Parts Sociales par l'Associé Unique de la Société, la Société deviendra le plein propriétaire des parts sociales;
- (x) l'Associé Unique apporte 100% des actions qu'il détient dans Covidien International à la Société en échange de parts sociales au sein de cette dernière. Pour des raisons liées au droit fiscal de la République Dominicaine, ledit apport sera effectué à la valeur fiscale des actifs nets situés en République Dominicaine, inscrits auprès de la succursale de Davis & Geck Caribe Limited's. A cet égard, pour des raisons fiscales l'apport sera fait pour un montant de soixante-seize millions huit cent quarante-neuf mille quatre cent quarante-quatre dollars américains (USD 76,849,444.-), étant l'équivalent de trois milliards trois cent quarante-huit millions sept cent quatorze mille cinq cent vingt-deux pesos de la République Dominicaine et trente centimes (DOP 3.348.714.522,30) qui représenterait le coût de base pour des transferts ultérieurs, en application de l'article 323 du Code Fiscal de la République Dominicaine (Section 323 of the Dominican Tax Code).»

Après signature ne varietur par le mandataire de l'Associé Unique et le notaire instrumentant, ledit certificat restera annexée au présent acte pour être enregistré avec lui.

L'apport en nature des Parts Sociales à la Société pour un montant total de trente-quatre milliards neuf cent vingt millions cent quarante-deux mille six cent quatre-vingt-deux dollars américains (USD 34.920.142.682,-) est affecté comme suit:

- un montant de un dollar américain (USD 1,-) au capital social; et
- un montant de trente-quatre milliards neuf cent vingt millions cent quarante-deux mille six cent quatre-vingt-un dollars américains (USD 34.920.142.681,-) au compte de prime d'émission.

Troisième résolution

L'Associé Unique décide de modifier l'article 5 des statuts comme suit, afin de refléter les résolutions ci-dessus:

“ **Art. 5. Capital Social.** Le capital social souscrit de la Société est fixé à USD 20.001 (vingt mille et un dollars américains, représenté par 400.020 (quatre cent mille et vingt) parts sociales ayant une valeur nominale de USD 0,05 (cinq centimes de dollar américain) chacune.”

Tout gérant de la Société, chacun agissant individuellement, peut inscrire les Nouvelles Parts Sociales dans le registre des associés de la Société.

Estimation des frais

Les dépenses, frais, honoraires et charges sous quelque forme que ce soient qui incombent à la Société en raison du présent acte sont estimés à environ sept mille euros.

Le notaire soussigné, qui comprend et parle l'anglais, déclare qu'à la demande de l'Associé Unique, le présent acte est rédigé en anglais et français et, qu'en cas de divergences, la version anglaise prévaut.

Dont Acte, fait et passé à Esch-sur-Alzette, Grand-Duché de Luxembourg, à la date qu'en tête des présentes.

Après avoir lu le présent acte à voix haute, le notaire le signe avec le mandataire de l'Associé Unique.

Signé: Henryon, Kessler.

Enregistré à Esch/Alzette Actes Civils, le 29 septembre 2014. Relation: EAC/2014/13045. Reçu soixante-quinze euros 75,00 €.

Le Receveur ff. (signé): M. Halsdorf.

POUR EXPEDITION CONFORME.

Référence de publication: 2014155755/248.

(140176501) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 octobre 2014.

Truffe Capital S.à r.l., Société à responsabilité limitée de titrisation.

Siège social: L-2557 Luxembourg, 18, rue Robert Stümper.

R.C.S. Luxembourg B 174.268.

Extrait de l'ordonnance de référé du 26 septembre 2014, rendue par Monsieur le Vice-Président du Tribunal d'arrondissement de et à Luxembourg, Thierry HOSCHEIT, siégeant comme Juge des référés:

«Par ces motifs:

Nous, Thierry Hoscheit, Vice-Président au Tribunal d'arrondissement de et à Luxembourg, siégeant comme juge des référés en remplacement de Madame la Présidente du Tribunal d'arrondissement, légitimement empêchée, statuant contradictoirement,

Nous déclarons compétent pour connaître de la demande,

au principal renvoyons les parties à se pourvoir devant qui de droit, mais dès à présent et par provision,

ordonnons la suspension des effets du contrat de cession de l'intégrité des parts sociales de la S.à r.l. TRUFFE CAPITAL qui a été conclu le 30 mai 2013 entre la S.A.S. TRUFFLE CAPITAL et Monsieur Jean-François FOURT,

ordonnons la suspension des effets de toutes les délibérations prises par l'actionnaire unique de la s.à r.l. TRUFFE CAPITAL en assemblée générale à partir du 30 mai 2013, date de la cession de parts, jusqu'à ce jour, et notamment lors de l'assemblée générale du 1^{er} avril 2014 mais également lors de toutes autres assemblées générales,

ordonnons la mise sous séquestre judiciaire de l'intégralité des parts nominatives de la s.à r.l. TRUFFE CAPITAL, ainsi que tous les droits et revenus en résultant,

nommer séquestre Maître Christian Steinmetz, demeurant professionnellement à L-2128 Luxembourg, 30 rue Marie-Adélaïde, à charge de recevoir et conserver les parts sociales nominatives de la s.à r.l. TRUFFE CAPITAL et d'en percevoir les fruits,

donnons au séquestre tout pouvoir utile afin de collecter et séquestrer les fruits des parts sociales et notamment le pouvoir d'ouvrir un compte bancaire à cet effet,

disons que la présente mesure de séquestre restera en vigueur tant que la propriété des parts sociales nominatives de la S.à r.l. TRUFFE CAPITAL n'aura pas été définitivement tranchée par un jugement au fond,

ordonnons la mention de la nomination du séquestre sur le registre des actions nominatives de la s.à r.l. TRUFFE CAPITAL et au registre de commerce et des sociétés de Luxembourg,

nommons Maître Christian Steinmetz, demeurant professionnellement à L-2128 Luxembourg, 30 rue Marie-Adélaïde, aux fonctions d'administrateur provisoire de la s.à r.l. TRUFFE CAPITAL avec pour mission de se substituer provisoirement au gérant actuellement en fonction et plus particulièrement avec pour mission de:

- représenter la s.à r.l. TRUFFE CAPITAL à l'égard des tiers et en justice
- prendre en charge la gestion journalière des affaires de la s.à r.l. TRUFFE CAPITAL en lieu et place de son gérant actuel
- prendre toutes les décisions utiles à la gestion de la s.à r.l. TRUFFE CAPITAL

disons que la rémunération de l'administrateur provisoire sera à charge de la s.à r.l. TRUFFE CAPITAL et que l'administrateur provisoire restera en fonction jusqu'au moment où une nouvelle décision judiciaire mettra fin à ses fonctions,

disons que la nomination de l'administrateur provisoire sera à la diligence de celui-ci déposée et publiée au registre du commerce et des sociétés de Luxembourg et publiée au Mémorial C, Recueil des sociétés et associations,

déboutons toutes les parties de leurs demandes basées sur l'article 240 du Nouveau Code de Procédure Civile,

ordonnons la s.à r.l. TRUFFE CAPITAL et Jean-François FORT aux frais de l'instance de référé

ordonnons l'exécution provisoire de la présente ordonnance nonobstant toute voie de recours et sans caution.»

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

Christian STEINMETZ

Administrateur provisoire et séquestre

Référence de publication: 2014156250/48.

(140176486) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 octobre 2014.

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

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

R.C.S. Luxembourg B 84.030.

L'an deux mil quatorze, le trentième jour du mois de septembre.

Pardevant Maître Paul BETTINGEN, notaire de résidence à Niederanven.

A comparu:

1501 INVESTMENTS INC, une société constituée sous le droit du Delaware, avec siège social à 2711, Centerville Road, USA-19808 City of Wilmington, Country of New Castle, inscrite au registre des Sociétés du Delaware sous le numéro 121375686-5264017, et identification fiscale numéro 46-1630213, ici représentée par Madame Pascale MA-RIOTTI, employée privée, demeurant professionnellement à L- 2420 Luxembourg, 11, Avenue Emile Reuter, en vertu d'une procuration donnée sous seing privé.

en vertu d'une procuration sous seing privé donnée à Pittsburg le 29 septembre 2014.

laquelle procuration, signée „ne varietur“ par le mandataire de la comparante et le notaire instrumentaire restera annexée aux présentes avec lesquelles elle sera soumise aux formalités de l'enregistrement.

Laquelle comparante, dûment représentée comme dit ci-avant, a requis le notaire instrumentant d'acter les déclarations suivantes:

- 1501 INVESTMENTS INC, précitée est l'unique associé de la société à responsabilité limitée „ LERINS HOLDING S. à r.l.“, avec siège social à L-2420 Luxembourg, 11, Avenue Emile Reuter, inscrite au registre de commerce et des sociétés à Luxembourg, section B, sous le numéro 84030, constituée suivant acte reçu par Maître Joseph Elvinger, notaire de résidence à Luxembourg, en date du 17 septembre 2001, publié au Mémorial recueil Spécial des Sociétés et Associations C numéro 271 du 18 février 2002. Les statuts de la société ont été modifiés en dernier lieu par un acte du notaire instrumentant en date du 28 décembre 2006, publié au Mémorial C, Recueil des Sociétés et Associations en date du 6 avril 2007, numéro 553 (la «Société»);

- le capital de la Société est actuellement fixé à deux cent mille euros (200.000,-EUR), représenté par deux mille (2.000) parts sociales de cent euros (100,-EUR) chacune, entièrement libérées.

Ensuite, l'associé unique représenté comme dit ci-avant a prié le notaire instrumentaire de documenter les résolutions suivantes:

Première résolution

L'associé unique décide de dissoudre et de mettre en liquidation la société avec effet immédiat.

Deuxième résolution

L'associé unique décide de nommer CONFIDENTIA (FIDUCIAIRE) S.à r.l., ayant son siège social à L-1653 Luxembourg, 2, Avenue Charles de Gaulle, inscrite au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 30.467, comme liquidateur de la Société.

Troisième résolution

L'associé unique décide de conférer au liquidateur les pouvoirs suivants:

Le liquidateur prénommé aura les pouvoirs les plus étendus pour l'exercice de sa mission, notamment ceux prévus aux articles 144 et suivants de la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée, sans devoir recourir à l'autorisation de l'associé unique dans les cas où elle est prévue par la loi.

Il est dispensé de dresser inventaire;

Le liquidateur peut, sous sa propre responsabilité, pour des opérations spéciales et déterminées, déléguer à un ou plusieurs mandataires tel pouvoir qu'il déterminera pour la durée qu'il fixera.

Frais

Le montant des frais, dépenses, rémunérations ou charges, sous quelque forme que ce soit qui incombent à la société, ou qui sont mis à sa charge à raison du présent acte, s'élève à environ mille cent Euro (EUR 1.100,-).

Dont acte, fait et passé à Senningerberg, date qu'en tête.

Et après lecture faite et interprétation donnée au mandataire du comparant, ès qualités qu'il agit, connu du notaire instrumentant par nom, prénom usuel, état et demeure, il a signé avec le notaire, le présent acte.

Signé: Pascale Mariotti, Paul Bettingen.

Enregistré à Luxembourg, A.C., le 01 octobre 2014. LAC / 2014 / 45606. Reçu 12.-€.

Le Receveur (signé): Irène Thill.

- Pour copie conforme - délivrée à la société aux fins de publication au Mémorial, Recueil des Sociétés et Associations.

Senningerberg, le 6 octobre 2014.

Référence de publication: 2014156013/56.

(140177254) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 octobre 2014.

Sama S.C.I., Société Civile.

Siège social: L-2210 Luxembourg, 54, boulevard Napoléon 1er.

R.C.S. Luxembourg E 972.

DISSOLUTION

L'an deux mille quatorze, le trente septembre.

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

ONT COMPARU:

1.- Monsieur Gérard MATHEIS, conseil économique, né à Luxembourg, le 4 décembre 1962, ayant son domicile professionnel à L-1420 Luxembourg, 5, avenue Gaston Diderich,

2.- Monsieur Jos MATHEIS, retraité, né à Schifflange, le 6 novembre 1939, demeurant à L-1845 Luxembourg, 23, boulevard Grande-Duchesse Charlotte,

ici représentés par Monsieur André PIPPIG, comptable, demeurant professionnellement à L-2210 Luxembourg, 54, boulevard Napoléon 1^{er},

en vertu de deux procurations sous seing privé lui délivrées, lesquelles, après avoir été signées ne varietur par le mandataire et le notaire instrumentant, resteront annexées au présent acte pour être formalisée avec lui.

Lesquels comparants, représentés comme dit ci-avant, ont requis le notaire instrumentant de documenter comme suit leurs déclarations et constatations:

1.- Que la société civile immobilière "SAMA S.C.I.", ayant son siège social à L-2210 Luxembourg, 54, boulevard Napoléon 1^{er}, R.C.S. Luxembourg section E numéro 972, a été constituée suivant acte reçu par Maître Jean SECKLER, notaire de résidence à Junglinster, en date du 21 juillet 2005, publié au Mémorial C numéro 8 du 3 janvier 2006, et dont les statuts n'ont pas été modifiés jusqu'à ce jour.

2.- Que le capital social s'élève actuellement à deux mille cinq cents euros (2.500,- EUR), divisé en cents (100) parts sociales de vingt-cinq euros (EUR 25,-) chacune.

3.- Que les comparants sont devenus les seuls et uniques associés et qu'ils détiennent toutes les parts sociales de la prédite société "SAMA S.C.I."

4.- Que les comparants ont décidé de dissoudre et de liquider la société "SAMA S.C.I.", qui a arrêté ses activités.

- 5.- Que la société "SAMA S.C.I." ne possède pas de biens et droits immobiliers.
- 6.- Que les comparants déclarent avoir repris tous les éléments d'actifs et de passifs de la société "SAMA S.C.I."
- 7.- Qu'ils ont attesté que tout l'actif est dévolu au comparant et qu'ils assurent le paiement de toutes les dettes de la société, même inconnues à l'instant.
- 8.- Que la liquidation de la société civile "SAMA S.C.I." est à considérer comme définitivement close.
- 9.- Que décharge pleine et entière est donnée aux gérants actuels de la société dissoute pour l'exécution de leurs mandats.
- 10.- Que les livres et documents de la société seront conservés pendant cinq ans à L-2210 Luxembourg, 54, boulevard Napoléon 1^{er}.

Frais

Le montant des frais, dépenses, rémunérations ou charges, sous quelque forme que ce soit, qui incombent à la société, ou qui sont mis à sa charge à raison des présentes, s'élève approximativement à la somme de six cent cinquante euros.

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

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

Signé: André PIPPIG, Jean SECKLER.

Enregistré à Grevenmacher, le 02 octobre 2014. Relation GRE/2014/3863. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): G. SCHLINK.

Référence de publication: 2014156201/48.

(140176549) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 octobre 2014.

STEG LBG 3 S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 115.172.

— EXTRAIT

Il résulte du procès-verbal des actionnaires de la Société en date du 10 septembre 2014, que la Société a pris acte de la démission de Monsieur Matthias Kaspar et de M. Bernhard Engelbrecht de leurs fonctions respectives de gérants de la Société avec effet au 30 septembre 2014;

Les actionnaires de la Société ont décidé de nommer les personnes suivantes comme gérants de la Société avec effet au 30 septembre 2014 et ce pour une durée indéterminée:

- M. Per Arne Eriksen, né le 18 août 1973 à Oslo (Norvège) et résidant professionnellement au 40, avenue Monterey, L-2163 Luxembourg, Grand-Duché du Luxembourg;

- M. Rupert Robinson, né le 4 mai 1969 à Barnston (Royaume-Unis) et résidant professionnellement au 40, avenue Monterey, L-2163 Luxembourg, Grand-Duché du Luxembourg;

- M. Christof Altendorfer, né le 11 juillet 1978 à Salzburg (Autriche) et résidant professionnellement au au Queensbury House, 3 Old Burlington Street. London W1S 3AE, Royaume Uni;

Par conséquent, le conseil de gérance de la Société est composé comme suit:

- M. Per Arne Eriksen;

- M. Rupert Robinson; et

- M. Christof Altendorfer.

Les parts sociales de la Société ont été transférées comme suit:

- La société LBG 1 GmbH a cédé 4.943 des parts sociales détenues par elle dans la Société à NBIM Karl LBG 2 S.à r.l., une société à responsabilité limitée de droit luxembourgeois, avec siège social au 40, avenue Monterey, L-2163 Luxembourg et inscrite auprès du Registre de Commerce et des Sociétés au Luxembourg sous le numéro B189.307 et 266 parts sociales de la Société à Sophie 2 S.à r.l., une société à responsabilité limitée de droit luxembourgeois, avec siège social au 20, rue Philippe II, L-2340 Luxembourg et inscrite auprès du Registre de Commerce et des Sociétés au Luxembourg sous le numéro B188.607.

- La société LBG 2 GmbH a cédé 4.943 des parts sociales détenues par elle dans la Société à NBIM Karl LBG 2 S.à r.l., une société à responsabilité limitée de droit luxembourgeois, avec siège social au 40, avenue Monterey, L-2163 Luxembourg et inscrite auprès du Registre de Commerce et des Sociétés au Luxembourg sous le numéro B189.307 et 266 parts sociales de la Société à Sophie 2 S.à r.l., une société à responsabilité limitée de droit luxembourgeois, avec siège social au 20, rue Philippe II, L-2340 Luxembourg et inscrite auprès du Registre de Commerce et des Sociétés au Luxembourg sous le numéro B188.607.

- La société LBG 3 GmbH a cédé 1.976 des parts sociales détenues par elle dans la Société à NBIM Karl LBG 2 S.à r.l., une société à responsabilité limitée de droit luxembourgeois, avec siège social au 40, avenue Monterey, L-2163 Luxembourg et inscrite auprès du Registre de Commerce et des Sociétés au Luxembourg sous le numéro B189.307 et 106 parts sociales de la Société à Sophie 2 S.à r.l., une société à responsabilité limitée de droit luxembourgeois, avec siège social au 20, rue Philippe II, L-2340 Luxembourg et inscrite auprès du Registre de Commerce et des Sociétés au Luxembourg sous le numéro B188.607.

Il résulte du procès-verbal que les actionnaires ont décidé de transférer le siège de la Société au 40, avenue Monterey, L-2163 Luxembourg.

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

Luxembourg, le 2 octobre 2014.

Pour la Société

Signature

Référence de publication: 2014156332/49.

(140176673) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 octobre 2014.

Bainbridge II Somerfield S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 148.225.

Le bilan au 31 Décembre 2013 a été déposé 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: 2014157842/9.

(140179343) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 octobre 2014.

Anjuvi Investment S.A., Société Anonyme.

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

R.C.S. Luxembourg B 184.169.

Les statuts coordonnés de la société ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 10 octobre 2014.

Référence de publication: 2014157821/10.

(140179642) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 octobre 2014.

Siccar Point Energy Luxembourg S.C.A., Société à responsabilité limitée.

Capital social: USD 4.409.038,00.

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

R.C.S. Luxembourg B 189.091.

In the year two thousand and fourteen on the thirtieth day of July.

Before the undersigned Maitre Henri Hellinckx, notary, residing in Luxembourg.

was held

the extraordinary general meeting (the "Meeting") of Siccar Point Energy Luxembourg S.C.A., a société en commandite par actions, incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg, in the process of being registered with the Luxembourg Trade and Companies' Register (the "Company"), incorporated on 25 June 2014 pursuant to a deed of Maitre Henri Hellinckx, notary residing in Luxembourg, not yet published in the Mémorial C, Recueil des Sociétés et Associations and rectified on 21 July 2014 pursuant to a deed of Maitre Martine Schaeffer, notary residing in Luxembourg, who acted in replacement of Maitre Henri Hellinckx, notary residing in Luxembourg, not yet published in the Mémorial C, Recueil des Sociétés et Associations. The articles of association have not been amended since then.

The Meeting is chaired by Mrs Solange Wolter-Schieres, notary's clerk, professionally residing in Luxembourg (the "Chairman").

The Chairman appoints as secretary of the Meeting (the "Secretary") and the meeting elects as scrutineer of the Meeting (the "Scrutineer") Mr John Weerts, maitre en droit, professionally residing in Luxembourg.

The chairman declares and requests the notary to state, whereby the Meeting agrees, that:

- all the shareholders are present or represented and the number of shares held by them is shown on an attendance list signed by the shareholders or their proxies, by the office of the meeting and the notary. The said list as well as the proxies initialled *ne varietur* will be registered with the deed;

- pursuant to the attendance list, the whole share capital is present or represented in this extraordinary general assembly and the shareholders present or represented declare that they have had notice and knowledge of the agenda prior to the meeting, and agree to waive the notice requirements;

- the Meeting is duly constituted and can therefore validly deliberate on the following agenda:

Agenda

1. Decrease of the share capital from its current amount of thirty-one thousand euro (EUR 31,000) to zero euro (EUR 0) through the cancellation of all shares;

2. Conversion of the currency of the share capital from its current currency expressed in euro ("EUR") into United States dollars ("USD")

3. Decrease of the nominal value of the existing shares from one United States dollar (USD 1) to one cent (USD 0.01);

4. Creation of classes of shares named management share, A1 ordinary shares, A2 ordinary shares, A3 ordinary shares, A4 ordinary shares, B1 ordinary shares, B2 ordinary shares, B3 ordinary shares, B4 ordinary shares, C1 shares and C2 shares, all with a nominal value of one cent (USD 0.01) and subsequent conversion and allocation of the existing shares to the newly created classes of shares;

5. Increase of the share capital of the Company from its amount of zero United States dollars (USD 0) up to forty-four thousand ninety United States dollars and thirty-eight cents (USD 44,090.38.-);

6. Conversion and revision of the amount of the authorized share capital of the Company so as to bring it to ten million United States dollars and one cent (USD 10,000,000.01);

7. Amendment and full restatement of the articles of association of the Company;

8. Removal of the independent auditor and appointment of a supervisory board and of its members; and

9. Miscellaneous.

After duly considering each item on the agenda, the general meeting unanimously took the following resolutions:

First resolution

The Meeting resolves to decrease the share capital of the Company by an amount of thirty-one thousand euro (EUR 31,000) through the cancellation of thirty thousand nine hundred and ninety-nine (30,999) ordinary shares and one (1) management share so as to temporarily bring the share capital of the Company to zero euro (EUR 0).

Siccar Point (Cayman) Holdco I Limited, an exempted company, incorporated and existing under the laws of the Cayman Islands, registered with the Registrar of Companies of the Cayman Islands under number 288892, having its registered office at 190, Elgin Avenue, George Town, Grand Cayman KY1-9005, Cayman Islands, is entitled to receive from the Company, as consideration for the cancellation of thirty thousand nine hundred and ninety-nine (30,999) ordinary shares an amount of thirty thousand nine hundred and ninety-nine euro (EUR 30,999) which shall be paid in cash.

Siccar Point Energy S.à r.l., a société à responsabilité limitée, incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 2-4, rue Eugene Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies' Register under number B 188.299, is entitled to receive from the Company, as consideration for the cancellation of one (1) management share an amount of one euro (EUR 1) which shall be paid in cash.

Simultaneously with the above reduction of the share capital of the Company, the Meeting decides to (i) convert, with immediate effect, the share capital of the Company from its current currency expressed in euro ("EUR") into United States dollars ("USD") and to (ii) reduce the nominal value of the shares of the Company to one cent (USD 0.01).

Second resolution

Concurrently with the above resolution, the Meeting resolves to create the following classes of shares, all with a nominal value of one cent (USD 0.01):

- a) management share (the "Management Share"),
- b) class A ordinary shares (the "A Ordinary Shares"),
- c) class B ordinary shares (the "B Ordinary Shares", together with the A Ordinary Shares, the "Ordinary Shares"), and
- d) class C shares (the "C Shares").

The Meeting resolves to divide the A Ordinary Shares into four (4) subclasses of shares, named A1 ordinary shares, A2 ordinary shares, A3 ordinary shares and A4 ordinary shares, (the "New A Share Classes").

The Meeting resolves to divide the B Ordinary Shares into four (4) subclasses of shares, named B1 ordinary shares, B2 ordinary shares, B3 ordinary shares and B4 ordinary shares (the "New B Share Classes").

The Meeting resolves to divide the C Shares into two (2) sub-classes of shares, named C1 shares and C2 shares (the “New C Share Classes”, together with the New A Share Classes and the New B Share Classes, the “New Share Classes”).

The above classes of shares have the specific rights set out in the Company’s articles of association as amended pursuant to the last Resolution below, which amendments are effective immediately.

Third resolution

Simultaneously with the above reduction of the share capital and creation of the New Share Classes, the Meeting decides to increase the share capital of the Company from its current amount of zero United States dollars (USD 0) up to forty-four thousand ninety United States dollars and thirty-eight cents (USD 44,090.38) through the issuance of one (1) management share, one thousand eight hundred fifty (1,850) A1 ordinary shares, one thousand eight hundred fifty (1,850) A2 ordinary shares, one thousand eight hundred fifty (1,850) A3 ordinary shares, one thousand eight hundred fifty (1,850) A4 ordinary shares, six hundred fifty-seven thousand eight hundred forty-eight (657,848) B1 ordinary shares, six hundred fifty-seven thousand eight hundred forty-eight (657,848) B2 ordinary shares, six hundred fifty-seven thousand eight hundred forty-eight (657,848) B3 ordinary shares, six hundred fifty-seven thousand eight hundred forty-seven (657,847) B4 ordinary shares, eight hundred eighty-five thousand one hundred twenty-three (885,123) C1 shares and eight hundred eighty-five thousand one hundred twenty-three (885,123) C2 shares, having a nominal value of one cent (USD 0,01) each.

Subscription and payment

Thereupon, the issued shares have been subscribed as follows:

1) Siccar Point Energy S.à r.l., aforementioned, and being the unlimited shareholder of the Company and manager, here represented by John Weerts, maître en droit, professionally residing in Luxembourg, by virtue of a proxy, declares to subscribe for one (1) Management Share in the Company, having a nominal value of one cent (USD 0.01).

The Management Share is subscribed in exchange for cash and the contribution made by Siccar Point Energy S.à r.l. to the Company in this respect amounts to one cent (USD 0.01), which is entirely allocated to the share capital of the Company.

2) Siccar Point (Cayman) Holdco I Limited, aforementioned, and being a limited shareholder of the Company, here represented by John Weerts, maître en droit, professionally residing in Luxembourg, by virtue of a proxy, declares to subscribe for eight hundred eighty-four (884) A1 ordinary shares, eight hundred eighty-four (884) A2 ordinary shares, eight hundred eighty-four (884) A3 ordinary shares, eight hundred eighty-four (884) A4 ordinary shares, two hundred eighty-two thousand four hundred twenty-four (282,424) B1 ordinary shares, two hundred eighty-two thousand four hundred twenty-four (282,424) B2 ordinary shares, two hundred eighty-two thousand four hundred twenty-four (282,424) B3 ordinary shares, two hundred eighty-two thousand four hundred twenty-four (282,424) B4 ordinary shares, one hundred ninety-five thousand eight hundred thirty-six (195,836) C1 shares and one hundred ninety-five thousand eight hundred thirty-six (195,836) C2 shares in the Company, each having a nominal value of one cent (USD 0.01).

Each A share is subscribed for a total amount of ten United States dollars (USD 10), out of which one cent (USD 0.01) is allocated to the share capital of the Company and nine United States dollars and ninety-nine cents (USD 9.99) is allocated to the share premium.

Each B share is subscribed for a total amount of one cent (USD 0.01), which is entirely allocated to the share capital of the Company.

The above C shares are subscribed for a total amount of seven thousand three hundred seventy-five United States dollars and one cent (USD 7,375.01), out of which three thousand nine hundred sixteen United States dollars and seventy-two cents (USD 3,916.72) is allocated to the share capital of the Company and three thousand four hundred fifty-eight United States dollars and twenty-nine cents (USD 3,458.29) is allocated to the share premium.

All the above shares are subscribed in exchange for cash and the aggregate contribution made by Siccar Point (Cayman) Holdco I Limited to the Company in this respect amounts to fifty-four thousand thirty-one United States dollars and ninety-seven cents (USD 54,031.97).

3) Siccar Point (Guernsey) Investment Limited, incorporated and existing under the laws of Guernsey, registered with the Guernsey Registry under number 58658, having its registered office at 3rd Floor, Tudor House, Le Bordage, St Peter Port, Guernsey GY1 3PP, and being a limited shareholder of the Company,

here represented by John Weerts, maître en droit, professionally residing in Luxembourg, by virtue of a proxy,

declares to subscribe for eight hundred thirteen (813) A1 ordinary shares, eight hundred thirteen (813) A2 ordinary shares, eight hundred thirteen (813) A3 ordinary shares, eight hundred thirteen (813) A4 ordinary shares, two hundred fifty-nine thousand seven hundred thirty-six (259,736) B1 ordinary shares, two hundred fifty-nine thousand seven hundred thirty-six (259,736) B2 ordinary shares, two hundred fifty-nine thousand seven hundred thirty-six (259,736) B3 ordinary shares, two hundred fifty-nine thousand seven hundred thirty-six (259,736) B4 ordinary shares, one hundred eighty thousand one hundred six (180,106) C1 shares and one hundred eighty thousand one hundred six (180,106) C2 shares in the Company, each having a nominal value of one cent (USD 0,01).

Each A share is subscribed for a total amount of ten United States dollars (USD 10), out of which one cent (USD 0.01) is allocated to the share capital of the Company and nine United States dollars and ninety-nine cents (USD 9.99) is allocated to the share premium.

Each B share is subscribed for a total amount of one cent (USD 0.01), which is entirely allocated to the share capital of the Company.

The above C shares are subscribed for a total amount of six thousand seven hundred eighty-two United States dollars and sixty-four cents (USD 6,782.64), out of which three thousand six hundred two United States dollars and twelve cents (USD 3,602.12) is allocated to the share capital of the Company and three thousand one hundred eighty United States dollars and fifty-two cents (USD 3,180.52) is allocated to the share premium.

All the above shares are subscribed in exchange for cash and the aggregate contribution made by Siccar Point (Guernsey) Investment Limited to the Company in this respect amounts to forty-nine thousand six hundred ninety-two United States dollars and seven cents (USD 49,692.07).

4) Siccar Point (Guernsey) Investment II Limited, incorporated and existing under the laws of Guernsey, registered with the Guernsey Registry under number 58720, having its registered office at 3rd Floor, Tudor House, Le Bordage, St Peter Port, Guernsey GY1 3PP, and being a limited shareholder of the Company,

here represented by John Weerts, maître en droit, professionally residing in Luxembourg, by virtue of a proxy,

declares to subscribe for seventy-one (71) A1 ordinary shares, seventy-one (71) A2 ordinary shares, seventy-one (71) A3 ordinary shares, seventy-one (71) A4 ordinary shares, twenty-two thousand six hundred eighty-eight (22,688) B1 ordinary shares, twenty-two thousand six hundred eighty-eight (22,688) B2 ordinary shares, twenty-two thousand six hundred eighty-eight (22,688) B3 ordinary shares, twenty-two thousand six hundred eighty-eight (22,688) B4 ordinary shares, fifteen thousand seven hundred thirty (15,730) C1 shares and fifteen thousand seven hundred thirty (15,730) C2 shares in the Company, each having a nominal value of one cent (USD 0,01).

Each A share is subscribed for a total amount of ten United States dollars (USD 10), out of which one cent (USD 0.01) is allocated to the share capital of the Company and nine United States dollars and ninety-nine cents (USD 9.99) is allocated to the share premium.

Each B share is subscribed for a total amount of one cent (USD 0.01), which is entirely allocated to the share capital of the Company.

The above C shares are subscribed for a total amount of five hundred ninety-two United States dollars and thirty-seven cents (USD 592.37), out of which three hundred fourteen United States dollars and sixty cents (USD 314.60) is allocated to the share capital of the Company and two hundred seventy-seven United States dollars and seventy-seven cents (USD 277.77) is allocated to the share premium.

All the above shares are subscribed in exchange for cash and the aggregate contribution made by Siccar Point (Guernsey) Investment II Limited to the Company in this respect amounts to four thousand three hundred thirty-nine United States dollars and ninety cents (USD 4,339.90).

5) Jonathan Leslie Roger, residing at 2 Bayview Road, Aberdeen, AB15 4EY, United Kingdom, and being a limited shareholder of the Company,

here represented by John Weerts, maître en droit, professionally residing in Luxembourg, by virtue of a proxy,

declares to subscribe for eighty-two (82) A1 ordinary shares, eighty-two (82) A2 ordinary shares, eighty-two (82) A3 ordinary shares, eighty-two (82) A4 ordinary shares, four thousand three hundred twenty-three (4,323) B1 ordinary shares, four thousand three hundred twenty-three (4,323) B2 ordinary shares, four thousand three hundred twenty-three (4,323) B3 ordinary shares, four thousand three hundred twenty-two (4,322) B4 ordinary shares, two hundred forty-three thousand four hundred twenty (243,420) C1 shares and two hundred forty-three thousand four hundred twenty (243,420) C2 shares in the Company, each having a nominal value of one cent (USD 0,01).

Each A share is subscribed for a total amount of ten United States dollars (USD 10), out of which one cent (USD 0.01) is allocated to the share capital of the Company and nine United States dollars and ninety-nine cents (USD 9.99) is allocated to the share premium.

Each B share is subscribed for a total amount of one cent (USD 0.01), which is entirely allocated to the share capital of the Company.

The above C shares are subscribed for a total amount of nine thousand one hundred sixty-seven United States dollars (USD 9,167), out of which four thousand eight hundred sixty-eight United States dollars and forty cents (USD 4,868.40) is allocated to the share capital of the Company and four thousand two hundred ninety-eight United States dollars and sixty cents (USD 4,298.60) is allocated to the share premium.

All the above shares are subscribed in exchange for cash and the aggregate contribution made by Jonathan Leslie Roger to the Company in this respect amounts to twelve thousand six hundred nineteen United States dollars and ninety-one cents (USD 12,619.91).

6) David Alexander Sheach, residing at Willow Cottage, 21 Bingham Road, Milltimber, Aberdeen, AB13 0JA, United Kingdom, and being a limited shareholder of the Company,

here represented by John Weerts, maître en droit, professionally residing in Luxembourg, by virtue of a proxy,

declares to subscribe for thirty-one thousand three hundred ninety (31,390) B1 ordinary shares, thirty-one thousand three hundred ninety (31,390) B2 ordinary shares, thirty-one thousand three hundred ninety (31,390) B3 ordinary shares, thirty-one thousand three hundred ninety (31,390) B4 ordinary shares, eighty-eight thousand five hundred four (88,504) C1 shares and eighty-eight thousand five hundred four (88,504) C2 shares in the Company, each having a nominal value of one cent (USD 0,01).

Each B share is subscribed for a total amount of one cent (USD 0.01), which is entirely allocated to the share capital of the Company.

The above C shares are subscribed for a total amount of three thousand three hundred thirty-two United States dollars and ninety-nine cents (USD 3,332.99), out of which one thousand seven hundred seventy United States dollars and eight cents (USD 1,770.08) is allocated to the share capital of the Company and one thousand five hundred sixty-two United States dollars and ninety-one cents (USD 1,562.91) is allocated to the share premium.

All the above shares are subscribed in exchange for cash and the aggregate contribution made by David Alexander Sheach to the Company in this respect amounts to four thousand five hundred eighty-eight United States dollars and fifty-nine (USD 4,588.59).

7) Iain Bartholomew, residing at 7 Woodside Road, Beaconsfield, Buckinghamshire, HP9 1LG, United Kingdom, and being a limited shareholder of the Company,

here represented by John Weerts, maître en droit, professionally residing in Luxembourg, by virtue of a proxy,

declares to subscribe for thirty-one thousand three hundred ninety (31,390) B1 ordinary shares, thirty-one thousand three hundred ninety (31,390) B2 ordinary shares, thirty-one thousand three hundred ninety (31,390) B3 ordinary shares, thirty-one thousand three hundred ninety (31,390) B4 ordinary shares, eighty-eight thousand five hundred four (88,504) C1 shares and eighty-eight thousand five hundred four (88,504) C2 shares in the Company, each having a nominal value of one cent (USD 0,01).

Each B share is subscribed for a total amount of one cent (USD 0.01), which is entirely allocated to the share capital of the Company.

The above C shares are subscribed for a total amount of three thousand three hundred thirty-two United States dollars and ninety-nine cents (USD 3,332.99), out of which one thousand seven hundred seventy United States dollars and eight cents (USD 1,770.08) is allocated to the share capital of the Company and one thousand five hundred sixty-two United States dollars and ninety-one cents (USD 1,562.91) is allocated to the share premium.

All the above shares are subscribed in exchange for cash and the aggregate contribution made by Iain Bartholomew to the Company in this respect amounts to four thousand five hundred eighty-eight United States dollars and fifty-nine cents (USD 4,588.59).

8) Douglas Weir Fleming, residing at Paddock Cottage, Battledykes, Forfar, DD8 3RY, United Kingdom, and being a limited shareholder of the Company,

here represented by John Weerts, maître en droit, professionally residing in Luxembourg, by virtue of a proxy,

declares to subscribe for twenty-five thousand eight hundred ninety-seven (25,897) B1 ordinary shares, twenty-five thousand eight hundred ninety-seven (25,897) B2 ordinary shares, twenty-five thousand eight hundred ninety-seven (25,897) B3 ordinary shares, twenty-five thousand eight hundred ninety-seven (25,897) B4 ordinary shares, seventy-three thousand twenty-three (73,023) C1 shares and seventy-three thousand twenty-three (73,023) C2 shares in the Company, each having a nominal value of one cent (USD 0,01).

Each B share is subscribed for a total amount of one cent (USD 0.01), which is entirely allocated to the share capital of the Company.

The above C shares are subscribed for a total amount of two thousand seven hundred forty-nine United States dollars and ninety-nine cents (USD 2,749.99), out of which one thousand four hundred sixty United States dollars and forty-six cents (USD 1,460.46) is allocated to the share capital of the Company and one thousand two hundred eighty-nine United States dollars and fifty-three cents (USD 1,289.53) is allocated to the share premium.

All the above shares are subscribed in exchange for cash and the aggregate contribution made by Douglas Weir Fleming to the Company in this respect amounts to three thousand seven hundred eighty-five United States dollars and eighty-seven cents (USD 3,785.87).

The said proxies, initialled *ne varietur* by the proxyholder of the appearing persons and the notary, will remain annexed to the present deed to be filed at the same time with the registration authorities.

The total subscription price of one hundred thirty-three thousand six hundred forty-six United States dollars and ninety-one cents (USD 133,646.91) is allocated as follows:

- USD 44,090.39 to the share capital of the Company, and
- USD 89,556.53 to the share premium of the Company.

The amount of one hundred thirty-three thousand six hundred forty-six United States dollars and ninety-one cents (USD 133,646.91) is at the free disposal of the Company, as it has been proved to the undersigned notary who expressly acknowledges it.

Fourth resolution

Having reviewed the special report by the sole manager of the Company's sole manager, the Meeting, now with the participation of the new subscribers, decides to convert and revise the amount of the authorized share capital so as to bring it to ten million United States dollars and one cent (USD 10,000,000.01), including the issued share capital, consisting of one hundred million (100,000,000) A1 Ordinary Shares, one hundred million (100,000,000) A2 Ordinary Shares, one hundred million (100,000,000) A3 Ordinary Shares, one hundred million (100,000,000) A4 Ordinary Shares, one hundred million (100,000,000) B1 Ordinary Shares, one hundred million (100,000,000) B2 Ordinary Shares, one hundred million (100,000,000) B3 Ordinary Shares, one hundred million (100,000,000) B4 Ordinary Shares, one hundred million (100,000,000) C1 Shares, one hundred million (100,000,000) C2 Shares and one (1) Management Share, having a nominal value of one cent (USD 0.01) each. The Meeting further resolve that, during a period of time of five (5) years from the date of the publication in the Mémorial C, Recueil des Sociétés et Associations of these resolutions, the sole manager of the Company is authorised to issue shares, to grant options to subscribe for shares and to issue any other instruments convertible into shares within the limits of the authorised capital to such persons and on such terms as they shall see fit and specifically to proceed to such issue without reserving for the existing shareholders a preferential right to subscribe to the shares issued.

Fifth resolution

Inter alia as a consequence of the above resolutions, the Meeting of the Company, now with the participation of the new subscribers, resolves to fully restate the articles of association of the Company, which shall now read as follows:

“A. Purpose - Duration - Name - Registered office

Art. 1. Incorporation. There is hereby established among the current owners of the shares created hereafter and all those who may become shareholders in the future, a company in the form of a limited partnership by shares (société en commandite par actions) (hereinafter the “Company”) which shall be governed by the law of 10 August 1915 on commercial companies, as amended (the “Luxembourg Company Law”), by these articles of incorporation and by any shareholders’ or investors’ agreement entered into between, amongst others, the shareholders of or investors in the Company (as such agreement may be amended, restated, supplemented or otherwise modified from time to time, the “Agreement”).

Art. 2. Purpose. The purpose of the Company is the holding of interests, in any form whatsoever, in Luxembourg and foreign companies and any other form of investment, the acquisition by purchase, subscription or in any other manner as well as the transfer by sale, exchange or otherwise of securities of any kind and the administration, control and development of its portfolio.

The Company may borrow in any kind or form and issue bonds and notes.

The Company may further guarantee, grant loans, manage or otherwise assist the companies in which it holds a direct or indirect participation or which form part of the same group of companies as the Company.

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

Art. 3. Duration. The Company is incorporated for an unlimited period of time.

Art. 4. Name. The Company will assume the name of “Siccar Point Energy Luxembourg S.C.A.”.

Art. 5. Registered office. The registered office of the Company is established in the municipality of Luxembourg, Grand Duchy of Luxembourg. It may be transferred to any other place in the Grand Duchy of Luxembourg by mean of a resolution of a general meeting of its shareholders. Branches or other offices may be established either in Luxembourg or abroad.

B. Shareholders' liability

Art. 6. Shareholders' liability. The general partner of the Company (associé commandité) is jointly and severally liable for all liabilities which cannot be paid out of the assets of the Company. The other shareholders (for the avoidance of doubt, not including the general partner), being the holder(s) of ordinary shares shall refrain from acting on behalf of the Company in any manner or capacity other than by exercising their rights as shareholders in general meetings and shall only be liable to the extent of their contributions to the Company.

C. Share capital - Shares

Art. 7. Issued share capital. The Company's share capital is set at forty-four thousand ninety United States dollars and thirty-eight cents (USD 44,090.38) represented by four million four hundred and nine thousand thirty-six (4,409,036) shares consisting of one thousand eight hundred fifty (1,850) A1 Ordinary Shares, one thousand eight hundred fifty (1,850) A2 Ordinary Shares, one thousand eight hundred fifty (1,850) A3 Ordinary Shares, one thousand eight hundred fifty (1,850) A4 Ordinary Shares, six hundred fifty-seven thousand eight hundred forty-eight (657,848) B1 Ordinary Shares, six hundred fifty-seven thousand eight hundred forty-eight (657,848) B2 Ordinary Shares, six hundred fifty-seven thousand eight hundred forty-eight (657,848) B3 Ordinary Shares, six hundred fifty-seven thousand eight hundred forty-seven

(657,847) B4 Ordinary Shares (altogether the “Ordinary Shares”), eight hundred eighty-five thousand one hundred twenty-three (885,123) C1 Shares and eight hundred eighty-five thousand one hundred twenty-three (885,123) C2 Shares and one (1) management share (the “Management Share”) having a nominal value of one cent (USD 0.01).

The subscribed capital of the Company may be increased or reduced by a resolution of the shareholders adopted in the manner required for amendment of these articles of incorporation. Any further issue of shares or other Interests is subject to such preferential rights of subscription and other pre-emptive rights as may be provided for in the Agreement.

The Company may, to the extent and under terms permitted by law, redeem its own shares.

Art. 8. Authorised share capital. The authorised capital, including the share capital, is set at ten million United States dollars and one cent (USD 10,000,000.01), consisting of one hundred million (100,000,000) A1 Ordinary Shares, one hundred million (100,000,000) A2 Ordinary Shares, one hundred million (100,000,000) A3 Ordinary Shares, one hundred million (100,000,000) A4 Ordinary Shares, one hundred million (100,000,000) B1 Ordinary Shares, one hundred million (100,000,000) B2 Ordinary Shares, one hundred million (100,000,000) B3 Ordinary Shares, one hundred million (100,000,000) B4 Ordinary Shares, one hundred million (100,000,000) C1 Shares, one hundred million (100,000,000) C2 Shares and one (1) Management Share, having a nominal value of one cent (USD 0.01) each. During a period of time of five (5) years from the date of the publication of these articles of association or, as the case may be, of the resolution to renew or to increase the authorised capital pursuant to this article, the GP is hereby authorised to issue shares, to grant options to subscribe for shares and to issue any other instruments convertible into shares within the limits of the authorised capital to such persons and on such terms as they shall see fit and specifically to proceed to such issue without reserving a preferential right to subscribe to the shares issued for the existing shareholders. Such authorisation may be renewed through a resolution of the general meeting of the shareholders adopted in the manner required for an amendment of these articles of association, each time for a period not exceeding five (5) years.

The authorised capital of the Company may be increased or reduced by a resolution of the general meeting of shareholders adopted in the manner required for amendments of these articles of association.

Art. 9. Form of shares - Share register and certificates. All shares of the Company shall be issued in registered form only. Holders of shares or securities of the Company issued in registered form cannot request their conversion into shares or securities in bearer form.

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 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 to the Company by registered letter its address and any change thereof. The Company will be entitled to rely on the last address thus communicated.

Certificates of these recordings shall be issued and signed by the GP upon request of the relevant shareholder. Such signatures shall either be made by hand, printed, or in facsimile.

Ownership of the registered shares will result from the recordings in the shareholders' register.

Subject to the provisions of the Agreement and these Articles, the shares are freely transferable in accordance with the provisions of the law.

Any transfer of registered shares shall become effective towards the Company and third parties either (i) through the recording of a declaration of transfer into the register of shares, signed and dated by the transferor and the transferee or their representatives, and (ii) upon notification of the transfer to, or upon the acceptance of the transfer by the Company.

Shareholders shall provide the Company with an address to which all notices and announcements may be sent. Such address shall also be entered into the register of shareholders. Shareholders may, at any time, change their address as entered into the register of shareholders by way of a written notification sent to the Company's registered office, or to such other address indicated by the Company.

The Company recognises only one owner per share. If one or more shares are jointly owned or if the ownership of such share(s) is disputed, all persons claiming a right to such share(s) have to appoint one single representative to represent such share(s) towards the Company. The failure to appoint such representative shall imply a suspension of all rights attached to such share(s).

Art. 10. Redeemable Shares. The Ordinary Shares and the C Shares are redeemable shares in accordance with the provision of article 49-8 of the Luxembourg Company Law. Redeemable shares bear the same rights to receive dividends and have the same voting rights as non-redeemable shares, if any. Subscribed and fully paid-in redeemable shares shall be redeemable on a pro rata basis of redeemable shares of each class or, as applicable, sub-class held by each holder upon request of the Company in accordance with the provisions of article 49-8 of the Luxembourg Company Law, the provisions hereof (and in particular Article 32, whereby redemptions shall be made through the repurchase and, where applicable, cancellation of all the Shares in issue in subclass(es) of Shares, in the reverse numerical order) and the Agreement. The redemption of the redeemable shares can only be made by using sums available for distribution in accordance with article 72-1 of the Luxembourg Company Law (distributable funds, inclusive of the extraordinary reserve established with the funds received by the Company as an issue premium) or the proceeds of a new issue made with the purpose of such redemption, and provided in each case the redemption of redeemable shares of the Company shall not cause the Com-

pany's share capital to fall below the minimum amount required by the Luxembourg Company Law. Redeemed shares bear no voting rights, and have no rights to receive dividends or the liquidation proceeds. Redeemed shares may be cancelled upon request of the GP by a positive vote of the general meeting of shareholders held in accordance with Article 33.

Special Reserve. An amount equal to the nominal value, or, in the absence thereof, the accounting par value, of all the shares redeemed must be included in a reserve which cannot be distributed to the shareholders except in the event of a capital reduction of the subscribed share capital; the reserve may only be used to increase the subscribed share capital by capitalization of reserves.

Redemption Price. The redemption price of the redeemable shares shall be calculated by the GP, or by such person appointed by the GP, and shall be determined in accordance with the provisions hereof (and in particular on the basis of their entitlement to distributions as set out in Article 32). In the absence of any bad faith, gross negligence or overt error, any calculation of the redemption price by the GP shall be conclusive and binding on the Company and on its present, past and future shareholders.

Redemption Procedure. Except as otherwise provided in a written agreement which may be entered into among the shareholders of the Company, at least twenty (20) days prior to the redemption date, written notice shall be made through announcements published twice, with a minimum interval of eight (8) days, and eight (8) days before the meeting, in the *Mémorial C, Recueil des Sociétés et Associations* and in a Luxembourg newspaper. Notices by mail shall be sent eight (8) days before the meeting to the registered shareholders, but no proof that this formality has been complied with need be given. Where all the shares are in registered form, the convening notices may be made by registered letters only and shall be dispatched to each shareholder by registered mail at least eight (8) days before the date scheduled for the meeting. Such notice shall notify such holder of the number of shares so to be redeemed, specifying the redemption date, the redemption price and the procedures necessary to submit the shares to the Company for redemption. Each holder of shares to be redeemed shall surrender the certificate or certificates, if any, issued in relation to such shares to the Company. The redemption price of such shares shall be payable to the order of the person whose name appears on the share register as the owner thereof on the bank account provided to the Company by such shareholder before the redemption date.

D. Capital contributions

Art. 11. Additional Initial Capital Contributions.

Art. 11.1. During the 12 months following the first anniversary of Completion (or earlier with Investor Consent) each of the Blue Water Investors and the Blackstone Investor and the Managers agree to fund an amount not exceeding the Additional Initial Capital Contribution Amount, being \$5,049,027.99 in aggregate. The maximum liability of each party to fund the Additional Initial Capital Contribution Amount is set out in the Agreement. To the extent that funding calls (collectively "Additional Funding Calls") are made (in accordance with the provisions below) which are for equal to or less than the total Additional Initial Capital Contribution Amount, then, subject to Article 11.2 the parties shall contribute to that Additional Funding Call in proportion to their total liability as set out in the Agreement. All provided that:

- (a) the Shareholders have not already been required to provide sums in excess of the Total Initial Capital Contribution Amount, in which case this Article 11 shall not apply;
- (b) it shall have been determined, in accordance with the Agreement and with Investor Consent, that the revenue of the Company and its subsidiaries is insufficient to fund the general corporate and administrative expenses of the Company and its subsidiaries; and
- (c) it shall have been determined, in accordance with the Agreement, that the Company and its subsidiaries have made satisfactory progress with the development of the business in accordance with the Business Plan.

Art. 11.2. The shareholders acknowledge and agree that any new Manager Shareholders who become Manager Shareholders following the date of Completion and prior to the date of an Additional Funding Call (as defined in the Agreement) shall fund an amount towards the Additional Initial Capital Contribution Amount as detailed in the Agreement. Each Manager Shareholder agrees to fund his portion of the Additional Initial Capital Contribution Amount in such proportion that is as nearly as practicable equal to the proportion held by that Manager of the total Institutional Interests and C Shares (as applicable) in issue at the date of the Additional Funding Call.

Art. 11.3. With respect to each Additional Funding Call approved with Investor Consent in accordance with the Agreement, the GP Board shall send a written notice to each Shareholder requiring the Shareholders to provide the Additional Initial Capital Contribution Amount which shall state:

- (a) the amount of the Additional Initial Capital Contribution Amount required of each Shareholder;
- (b) the nature of the Additional Initial Capital Contribution Amount required of each Shareholder pursuant to Article 11.1 above;
- (c) the payment date for such Additional Initial Capital Contribution Amount, which shall not be fewer than 5 Business Days from the date of the notice, except with Investor Consent; and
- (d) the purposes for which the Additional Initial Capital Contribution Amount proceeds will be utilized by the Company,

and shall be in the form set out in the Agreement.

Art. 11.4. Unless otherwise specified by the GP Board, within 20 Business Days after the date of the written notice referred to above, each Shareholder shall, subject to the provisions hereof, be required to pay the full Additional Initial Capital Contribution Amount requested pursuant to such Additional Funding Call by wire transfer of immediately available funds.

Art. 12. Further Capital Contributions.

Art. 12.1. Subject to Article 12.5 below, the Shareholders shall be required to make Further Capital Contributions to the Company to the extent that funding calls (collectively "Funding Calls") are made in accordance with Article 12.2, during the Investment Period. Subject to Article 12.2, any Further Capital Contributions made in response to such Funding Calls shall be funded by all Shareholders in cash in the proportions set out in the Agreement until such time as a Shareholder reaches its respective share of the Total Commitments. Thereafter, the remaining Shareholders shall make any Further Capital Contributions in the proportion that their respective Ordinary Shares bear to the total Ordinary Shares held between such remaining Shareholders, in each case by subscribing for additional PECs, Ordinary Shares and CPECs in a ratio of 98:1:1 (unless otherwise determined in accordance with the Agreement, with Investor Consent) at the relevant subscription price notified by the GP Board, as may be notified by the GP Board pursuant to Article 12.2.

Art. 12.2. Subject always to the aggregate investment of the Manager Shareholders being no greater in aggregate than the Managers' Commitment, each Manager Shareholder agrees to fund his portion of the Further Capital Contributions in such proportion that is as nearly as practicable equal to the proportion held by that Manager Shareholder of the total Institutional Interests in issue at the date of the Funding Call.

Art. 12.3. With respect to each Funding Call approved in accordance with the Agreement, the GP Board shall send a written notice to each Shareholder requiring the Shareholders to provide the Further Capital Contribution which shall state:

- (a) the amount of the Further Capital Contribution required of each Shareholder;
- (b) the nature of the Further Capital Contribution required of each Shareholder pursuant to Article 12.1 above;
- (c) the payment date for such Funding Contribution, which shall not be fewer than 5 Business Days from the date of the notice, except with Investor Consent; and
- (d) the purposes for which the Further Capital Contribution proceeds will be utilized by the Company, and shall be in the form set out in the Agreement.

Art. 12.4. Unless otherwise specified by the GP Board, within 20 Business Days after the date of the written notice referred to in Article 12.3, each Shareholder shall, subject to the provisions of Article 12.5, be required to pay the full amount of the Further Capital Contribution requested pursuant to such Funding Call by wire transfer of immediately available funds.

Art. 12.5. For the avoidance of doubt, no Shareholder shall be obliged to provide funds pursuant to a Funding Call if and to the extent that the provision of such funds would result in the amount which it has provided to the Company in aggregate exceeding;

- (a) in respect of either the Blue Water Investors or the Blackstone Investor, their relevant aggregate Investor Commitment; or
- (b) in respect of each Manager Shareholder, the Manager Shareholder's proportion of the aggregate Managers' Commitment.

Art. 12.6. Once a Funding Call has been made no further Additional Funding Calls may be made whether or not the full amount of the Additional Initial Capital Contributions have been called by the Company in accordance with Article 11.2.

Art. 13 Funding by Leavers.

Art. 13.1. On becoming a Leaver, the Leaver shall not be entitled nor obligated to comply with any Funding Call or Additional Funding Call.

Art. 13.2. In the event that a Leaver's Leaver Securities are transferred to an Employee Benefit Trust in accordance with Article 21, the Employee Benefit Trust shall not be obligated to comply with any Funding Call or Additional Funding Call. On the occurrence of any transfer of a Leaver's Leaver Securities from the Employee Benefit Trust to any other person, that person shall become obligated to comply with any Funding Call or Additional Funding Call thereafter made on the terms of this Agreement. The Investors acting by Investor Direction shall determine the price to be paid by such person for the Interests acquired by him from the Employee Benefit Trust.

Art. 14. Manager Default.

Art. 14.1. If a Manager Shareholder fails for any reason to make a required Additional Initial Capital Contribution or Further Capital Contribution and such failure remains unremedied ten (10) Business Days after the due date therefore

(such failure, a "Management Funding Default"), such Manager Shareholder shall be in material default under the Agreement and these Articles (the "Defaulting Manager").

Art. 14.2. If the Defaulting Manager fails to advance its Further Capital Contribution within the period of 30 days from the due date of the relevant Additional Funding Call or Funding Call (or such longer period as the Investors may give notice of through Investor Direction), the Investors (acting through Investor Direction) may at any time thereafter, serve notice (a "Management Disenfranchisement Notice") on the Defaulting Manager.

Art. 14.3. Upon service of the Management Disenfranchisement Notice notwithstanding any other provisions of this Agreement:

(a) the Defaulting Manager undertakes not to exercise any rights under the Agreement and these Articles (and the exercise of any such rights shall be suspended to the fullest extent permitted under applicable law);

(b) the Investors shall have the option to procure the sale of the Interests of Defaulting Manager to either (i) Manager Shareholders who are not in default and agree to acquire the Interests of the Defaulting Manager; or (ii) the Employee Benefit Trust (either a "Management Purchaser") on the terms set out in Article 14.4;

(c) the Defaulting Manager shall, to the fullest extent permitted under applicable law, not receive any distributions or dividends and undertakes to waive any right in relation to any distributions or dividends in relation to his Shares or interest payable in respect of the PECs.

Art. 14.4. At any time on or following the delivery of the Management Disenfranchisement Notice, the Investors (acting through the Lead Blue Water Investor and the Lead Blackstone Investor) may serve a written notice ("Management Compulsory Purchase Notice") on the Defaulting Manager requiring that the Defaulting Manager transfers his Interests to a Management Purchaser nominated by the Investor Directors in consultation of the chief executive officer of UK Topco and, subject to the receipt of any third party consents required in relation to the change of ownership envisaged by the Management Compulsory Purchase Notice, the Defaulting Manager shall sell and the Management Purchaser shall acquire the Interests of the Defaulting Manager (a "Management Compulsory Purchase") for an amount equal to the aggregate of the lower of i) Fair Price and; ii) the original amount paid for such Interests (the "Management Compulsory Purchase Price"), payment of such amount shall take place on completion of the Management Compulsory Purchase. Thereafter, when such instrument has been duly stamped (if required), the Company shall cause the name of the proposed transferee to be entered in the register of members and/or PEC/CPEC holders as the holder of such Interests and shall hold the purchase money on trust (without interest) for the Defaulting Manager pending delivery by the Defaulting Manager of the relevant share/PEC/CPEC certificate (if any).

Art. 14.5. Upon service of the Management Compulsory Purchase Notice and notwithstanding any other provision of the Agreement the Defaulting Manager shall, if he is a Director of any Group Company, resign as a Director of each respective Group Company, or of any other committee established by the Company or Group Company, all with immediate effect.

Art. 14.6. Completion of a Management Compulsory Purchase shall take place on the date (being not less than 60 days after the date of service of the Management Compulsory Purchase Notice) and at the place specified by the Investors in the Management Compulsory Purchase Notice.

Art. 14.7. Upon service of a Management Compulsory Purchase Notice, the Investors may require, and the Defaulting Manager shall use his best endeavours to procure any necessary consent of any third parties to the Management Compulsory Purchase.

E. Transfers of securities

Art. 15. Transfers.

Art. 15.1. No transfer of the beneficial interest in any Interest (other than as contemplated by Article 15.2) shall be made if the Agreement or these Articles would not permit a transfer of the legal ownership of such Interest.

Art. 15.2. Each Manager will not, without Investor Consent:

- (a) effect a transfer of any of his Interests, except as permitted herein and in the Agreement;
- (b) create or allow to be created any Encumbrance on or over or affecting any of his Interests;
- (c) effect a transfer of PECs or CPECs, except in such circumstances and to such persons as the relevant Manager would be permitted to transfer Shares under these Articles or as required hereunder or pursuant to the Agreement.

Art. 15.3. Each Investor will not effect a transfer of any of its Interests except in accordance with the Agreement or as required under these Articles (or, in the case of PECs, the PEC Instrument and in case of the CPECs, the CPEC Instruments) or permitted pursuant to the Agreement.

Art. 16. Disposals of Ordinary Shares, PECs and CPECs. Each holder of Ordinary Shares agrees that if it intends to transfer any of its Ordinary Shares in accordance with these Articles, it may only make such transfer, if, in relation to each Ordinary Share being so transferred, unless otherwise agreed by an Investor Consent, it shall transfer to the buyer of such Ordinary Shares the relevant proportion of the number of PECs (together with the attached right to the relevant

accrued but unpaid interest) and CPECs owned by such Shareholder and/or, in relation to a Shareholder who is an Investor, its Investor Associates as is equal to the proportion that the Ordinary Shares so transferred bears to the total number of Ordinary Shares owned by such Shareholder and its Investor Associates immediately prior to such transfer.

Art. 17. New Shareholders. Save as otherwise provided in the Agreement, a transfer of shares of the Company to a person who is not a shareholder shall only be valid and such transfer will only be recognized by the Company and recorded in the Company's books if the transferee has agreed to be bound by the terms of the Agreement.

Art. 18. Connected Parties. Without prejudice to Article 16, Shares may, with Investor Consent, at the request of a proposed transferee or allottee be registered in the name of a third party on behalf of such proposed transferee or allottee e.g. a person who contracts through his personal service company may elect to take shares in his personal name rather than in the name of his service company or vice versa (subject in each case to proper arrangements being put in place and to compliance with mandatory provisions of applicable law). In such circumstances all such connected parties shall, if required by the Agreement, adhere to the Agreement and shall be deemed to be one and the same person for the purposes of the Agreement and the definition of Relevant Employee shall be construed accordingly.

Art. 19. Prohibited Transfers.

Art. 19.1. Any person who holds, or becomes entitled to, any Interest shall not, without Investor Consent, effect a transfer of such Interests, except in accordance with these Articles and the Agreement.

Art. 19.2. For the purpose of ensuring compliance with the above:

Art. 19.2.1. the Company shall immediately on an Investor Direction and may with Investor Consent require:

- (a) the transferor or the person named as the transferee in any transfer lodged for registration;
- (b) any Leaver or other Shareholder;
- (c) the personal representatives of any deceased Shareholder;
- (d) the trustee in bankruptcy of any Shareholder;
- (e) the receiver, administrator or liquidator of any corporate Shareholder;

to furnish the GP Board with such information and evidence as the GP Board may reasonably require regarding any matter it may deem relevant to ensure that a transfer of Interests is made in accordance with the Agreement and these Articles;

Art. 19.2.2. where such information or evidence is not furnished to the satisfaction of the GP Board acting reasonably within 10 Business Days after its request, the GP Board shall refuse to register the transfer in question.

Art. 19.3. Each Shareholder irrevocably appoints the Company as its agent to execute, complete and deliver any form of transfer or other document required to give effect to the above provisions for and on his behalf.

Art. 19.4. Notwithstanding the provisions above:

Art. 19.4.1. any transfer by any partner, unitholder, shareholder, or other participant in, or operator, manager or custodian of, any Fund (a "Fund Participant") (or by any trustee or nominee for any such Fund Participant) of any interest in such Fund to any person who is, or as a result of such transfer becomes, a Fund Participant;

Art. 19.4.2. the creation (with Investor Consent) of any Encumbrance over any Interests registered in the name of an Investor or any nominee thereof or over any interest in a Fund; and

Art. 19.4.3. the assignment or transfer (with Investor Consent) of the beneficial ownership in any Interests registered in the name of an Investor or any nominee thereof to any Investor Associate or its nominee, shall not, and shall not be deemed to, be a transfer of Interests for any purpose under the above provisions.

Art. 19.4. In addition to any other restrictions on Transfers herein contained, without Investor Consent, no Shareholder may Transfer any Shares for so long as the Company is a partnership for U.S. federal income tax purposes, if such Transfer is effectuated through an "established securities market" or a "secondary market (or the substantial equivalent thereof)" within the meaning of Section 7704 of the IRC or such Transfer would otherwise result in the Company being treated as a "publicly traded partnership," as such term is defined in Sections 469(k)(2) or 7704(b) of the IRC and the regulations promulgated thereunder (unless (i) such Transfer is disregarded in determining whether interests in the Company are readily tradable on a secondary market or the substantial equivalent thereof under U.S. Treasury Regulations section 1.7704-1 (other than section 1.7704-1(e)(1)(x) thereof) or (ii) the Shareholders determine that the Company will satisfy the requirements of U.S. Treasury Regulations section 1.7704-1(h) at all times during the taxable year of such Transfer).

Art. 20. Permitted Transfers.

Art. 20.1. Notwithstanding the provisions of Article 19 (Prohibited Transfers) other than 19.4:

Art. 20.1.1. any Manager may, with Investor Consent (not to be unreasonably withheld), transfer Interests to:

- (a) a Relation of such Manager;

(b) a trustee of a Family Trust established by such Manager and, in respect of the trustees of such Family Trust (x) any new trustee of that Family Trust, (y) a person who has an immediate beneficial interest under that Family Trust, or (z) the settlor of that Family Trust;

(c) a nominee of such Manager;

(d) a body corporate that is wholly owned by such Manager or his Relations; or

(e) on the death of such Manager, any personal representatives;

Art. 20.1.2. any Shareholder who is a trustee of an Employee Benefit Trust may at any time transfer any Interest which he holds in that capacity to:

(a) the new or remaining trustees of the Employee Benefit Trust upon any change of trustees; and

(b) any beneficiary of the Employee Benefit Trust, with Investor Consent;

(c) any Relevant Employee, with Investor Consent;

Art. 20.1.3. any Shareholder who is an Investor or any person who holds Interests as a nominee, custodian or trustee or otherwise on behalf of an Investor may at any time transfer any Interest held by it to:

(a) another Investor;

(b) any Investor Associate (or its nominee) of that Investor;

(c) the beneficial owner of the Interest;

(d) with Investor Consent, any director or employee of any member of the Group and/or an Employee Benefit Trust;

(f) with Investor Consent, any Relevant Employee;

(g) with Investor Consent, on a distribution in kind or otherwise under the relevant partnership agreement or trust deed or other constitutional document(s) of a Fund, the partners of a limited partnership or to the holders of units in a unit trust or to the shareholders of, participants in, or holders of any other interest in, any Fund; or

(h) any Co-Investment Scheme;

Art. 20.1.4. any Shareholder holding Interests in connection with a Co-Investment Scheme may at any time transfer any Interest to:

(i) another person who holds or is to hold Interests in connection with such Co-Investment Scheme; or

(ii) any persons on their becoming entitled to the same under the terms of such Co-Investment Scheme;

Art. 20.1.5. any Shareholder holding Interests as a result of a transfer made after the date of the Agreement by a person in relation to whom such Shareholder was a Permitted Transferee may at any time transfer any Interest to the person who originally transferred such Interests (or to any other Permitted Transferee of such original transferor);

Art. 20.1.6. any transfer pursuant to Article 19 shall be permitted;

Art. 20.1.7. any Shareholder who is not an Investor may transfer any Interests to any person with Investor Consent; and

Art. 20.1.8. any Investor may transfer any Interest in accordance with and to the extent permitted by any agreement among Investors, subject to compliance with Articles 22 and 23 to the extent applicable.

Art. 20.2. Subject to Article 19.2, the Company shall be obliged to register any transfer made pursuant to the above provisions.

Art. 20.3. Where any Shareholder holding Interests as a result of a transfer made after the date of the Agreement by a person in relation to whom such Shareholder was a Permitted Transferee ceases to be such a Permitted Transferee, the Shareholder shall immediately transfer all such Interests to the person who originally transferred such Interests to them or to any other Permitted Transferee of such original transferor (a "Transfer Back") and prior to such Transfer Back occurring the provisions of Article 19.2 shall apply.

Art. 21. Leavers.

Art. 21.1. The provisions of this Article 21.1 shall apply to any Leaver and to any Leaver Securities.

Art. 21.2. In this Article:

Art. 21.2.1. a Leaver shall be deemed to be a "Good Leaver" in circumstances where the relevant person ceases to be a Relevant Employee:

(a) as result of (i) death; (ii) permanent disability or serious illness resulting in termination of employment; (iii) cessation of employment or engagement of the Relevant Employee: (1) by the Company without Cause; or (2) by reason of constructive or wrongful dismissal; or

(b) where it has been determined, in accordance with the Agreement and with Investor Consent, that the Relevant Employee be treated as a Good Leaver; or

(c) where his employment or engagement has ceased as a result of a sale of a Group Company or of a part of the Group's business provided in all cases that circumstances do not exist which would otherwise result in the Relevant Employee being a Bad Leaver.

Art. 21.2.2. a Leaver shall be deemed to be a "Bad Leaver" in circumstances where he is not a Good Leaver;

Art. 21.2.3. the "Sale Price" shall be:

(a) in the case of a Bad Leaver, the amount determined as follows: (i) the lower of Fair Price and the Issue Price in respect of the Shares; (ii) the lower of the Fair Price and the Issue Price in respect in respect of the PECs; and (iii) the lower of the Fair Price and the Issue Price in respect in respect of the CPECs;

(b) in the case of a Good Leaver, subject to Article 21.10, the amount determined as follows: (i) the Fair Price in respect of the Shares; (ii) the Fair Price in respect of the PECs; (iii) the Fair Price in respect of the CPECs,

provided that, in the case of any Leaver Securities which were originally acquired by the Manager by way of transfer rather than by subscription on their issuance, references to the Issue Price in this Article shall, in relation to those securities, be deemed to be references to the lower of the Issue Price and the amount paid by such Leaver on such transfer.

Art. 21.2.4. the "Fair Price" shall be such price as the transferor and (with Investor Consent) the GP Board shall agree within 10 Business Days of the date of the Sale Notice or, failing such agreement, such price as an Independent Expert shall determine pursuant to Article 21.7. Fair Price shall be calculated on the basis of a sale of the relevant Interests between a willing seller and a willing purchaser and by using generally accepted valuation methods and:

(a) disregarding the rights and restrictions attached to such Interests referred to at Articles 15 to 23 and 32;

(b) in the case of Shares, disregarding whether the Shares represent minority or majority interests;

(c) using as a reference the difference (the "Equity Value"), if any, between

(A) the enterprise value of the Company (as determined using generally accepted valuation methods) and (B) such amounts as would be required to refinance or repay all amounts that would be payable under the Group's third party financing arrangements, financial debt and other liabilities (excluding the PECs and CPECs);

(d) in respect of PECs, if the Equity Value is equal to or greater than the amount that would be required to repay all the outstanding PECs together with accrued but unpaid yield thereon ("PECs Redemption Amount"), the Fair Price of the Leaver's PECs shall be the amount required to repay the Leaver's PECs together with accrued but unpaid yield thereon and if the Equity Value is less than the PECs Redemption Amount, then the Fair Price of the Leaver's PECs shall be the amount the Leaver would receive if all outstanding PECs were redeemed using the available Equity Value;

(e) in respect of CPECs, if the Equity Value is equal to or greater than the amount that would be required to repay all the outstanding CPECs ("CPECs Redemption Amount"), the Fair Price of the Leaver's CPECs shall be the amount required to repay the Leaver's CPECs and if the Equity Value is less than the CPECs Redemption Amount, then the Fair Price of the Leaver's CPECs shall be the amount the Leaver would receive if all outstanding CPECs were redeemed using the available Equity Value; and

(f) in respect of Shares, shall use as a reference the difference, if any, between the Equity Value and the sum of the CPECs Redemption Amount and the PECs Redemption Amount.

Art. 21.3. Within the period commencing on the relevant Leaving Date and expiring at midnight on the date which is ninety (90) days after the Leaving Date (the "Final Leaving Date"), the Investors may (but shall not be obligated to) direct the Company by Investor Direction (and the Company shall not serve such a notice except upon Investor Direction) immediately to serve a notice (which may be served on one or more occasions if the first and subsequent notices do not relate to all of the Leaver's Leaver Securities) on the Leaver and Manager notifying them that the Manager is, with immediate effect, deemed to have offered such number, type and class of the Leaver's Leaver Securities to the Employee Benefit Trust or any third party nominated by the GP Board with the consent of the chief executive officer, as may be specified in the Investor Direction (a "Sale Notice") save that (subject to Articles 21.8 and 21.9) if the relevant Leaver:

Art. 21.3.1. is one of the Original Managers; and

Art. 21.3.2. is a Good Leaver; and

Art. 21.3.3. his Final Leaving Date falls more than 24 months following the date of Completion, the Sale Notice shall provide that the relevant Leaver shall be deemed to have offered:

(a) not more than 60% of each class or type of the Leaver's Leaver Securities (other than C Shares) for sale and the relevant Leaver shall be entitled to retain the remaining 40% of such Leaver Securities;

(b) not more than 60% of the Leaver's vested C Shares and all of the Leaver's non-vested C Shares. (Whether C Shares have vested or not shall be determined in accordance with the provisions of the Agreement).

Art. 21.4. In the event that the purchase of Leaver Securities pursuant to Article 21.3 cannot take place within the prescribed period under such Article as a result of restrictions applicable to any member of the Group under any third party debt instruments or facilities or under applicable law or regulation, then such period shall be extended for a further six months.

Art. 21.5. On receipt of such Sale Notice, the Manager shall be obliged forthwith to transfer, or to procure the transfer of, at the Sale Price as determined in accordance with Article 21.2.3, such number of the Leaver's Leaver Securities to the person(s) specified in the Sale Notice. Completion of the sale and purchase of the Leaver's Leaver Securities in accordance with the Sale Notice shall take place on the date specified in the Sale Notice or where there is a dispute as to the Fair Price, within 5 Business Days of the date on which the Fair Price is agreed or determined in accordance with this Article 21 whereupon the Manager shall transfer, or procure the transfer of, the relevant Leaver's Leaver Securities to the person(s) specified in the Sale Notice (or any subsequent notice served upon the Manager by the Company with Investor Consent) and deliver, or procure the delivery of, the relevant Shares, PECs and/or CPECs against payment of the Sale Price for them.

Art. 21.6. If the Manager defaults in transferring, or procuring the transfer of, any Leaver's Leaver Securities pursuant to Articles 21.3 to 21.5, the Company may receive the relevant purchase money and may nominate some person to execute an instrument of transfer of such Leaver's Leaver Securities in the name and on behalf of the holder of the Leaver Securities and thereafter, when such instrument has been duly stamped (if required), the Company shall cause the name of the proposed transferee to be entered in the register of shareholders and/or PEC/CPEC holders as the holder of such Leaver's Leaver Securities and shall hold the purchase money in custody (without interest) for the Manager. The receipt of the Company for the purchase money shall be a good discharge to the proposed transferee (who shall not be bound to see to the application thereof) and, after his or its name has been so entered in the register of members, the validity of the proceedings shall not be questioned by any person. In the case of an acquisition of Leaver's Leaver Securities by the Company, if the Manager defaults in transferring, or procuring the transfer of, any Leaver's Leaver Securities pursuant to Articles 21.3 to 21.5, the Company may nominate some person to execute an instrument of transfer of such Leaver's Leaver Securities in the name and on behalf of the holder of the Leaver Securities and thereafter, when such instrument has been duly stamped (if required), the Company shall cause such Interest to be cancelled in accordance with relevant law, and shall hold the purchase money on trust (without interest) for the Manager.

Art. 21.7. If the Fair Price falls to be determined by an Independent Expert in accordance with Article 21.2.4:

Art. 21.7.1. the Company shall immediately instruct the Independent Expert to determine the Fair Price of the Leaver's Leaver Securities as at the Leaving Date:

Art. 21.7.2. the Independent Expert shall certify the Fair Price as soon as possible after being instructed by the Company and, in so certifying, the Independent Expert shall be deemed to be acting as expert and not as arbitrator;

Art. 21.7.3. the certificate of the Independent Expert shall, in the absence of manifest error, be final and binding; and

Art. 21.7.4. the Company shall procure that any certificate required hereunder is obtained with due expedition and the costs of the Independent Expert shall be borne by the Company.

Art. 21.8. In respect of a Leaver who is a Good Leaver, if at any time prior to the earlier of 18 months from the Leaver Date or the completion of a transfer of Leaver Securities by the Manager in accordance with this Article 21.8:

Art. 21.8.1. the Leaver does anything which constitutes a material breach of any restrictive covenant contained in his service agreement, letter of appointment, consultancy agreement or this Agreement (each as applicable and each in relation to any member of the Group), or constitutes fraud; or

Art. 21.8.2. it is discovered that the Leaver did anything prior to the Leaving Date which constituted a material breach of any restrictive covenant contained in his service agreement, letter of appointment, consultancy agreement or this Agreement (each as applicable and each in relation to any member of the Group), or constituted fraud, then:

Art. 21.8.3. the Leaver shall from the date of such breach or fraud (in the case of Article 21.8.1) or from the date of discovery (in the case of Article 21.8.2) be deemed instead to be a Leaver who is not a Good Leaver for the purposes of all of the Leaver Securities held by the Manager and this Article 21; and

Art. 21.8.4. the Investors may (but shall not be obligated to) direct the Company by Investor Direction (and the Company shall not serve such a notice except upon Investor Direction) to provide that the Sale Notice be amended to specify that all of the Leaver's Leaver Securities be deemed to have been offered as specified in the Investor Direction at the Sale Price set out in Article 21.2.3(a) and that the Leaver may not be entitled to retain any Leaver Securities.

Art. 21.9. In respect of a Leaver who is a Good Leaver if, prior to the date falling 18 months from the Leaver Date but after completion of the transfer of Leaver Securities by the Manager in accordance with this Article 21:

Art. 21.9.1. the Leaver does anything which constitutes a material breach of any restrictive covenant contained in his service agreement, letter of appointment, consultancy agreement or this Agreement (each as applicable and each in relation to any member of the Group), or constitutes fraud; or

Art. 21.9.2. it is discovered that the Leaver did anything prior to becoming a Good Leaver which constituted a material breach of any restrictive covenant contained in his service agreement, letter of appointment, consultancy agreement or this Agreement (each as applicable and each in relation to any member of the Group) or constituted fraud,
then:

Art. 21.9.3. the Manager shall immediately pay to the Company an amount equal to the purchase monies received by the Manager in consideration for the transfer of the Leaver Securities pursuant to Article 21.5 less the Sale Price to which he would have been entitled had he been a Leaver but not a Good Leaver. Any such repayment as may be required by this Article shall be treated as an adjustment to the original Sale Price; and

Art. 21.9.4. if a Manager has retained any of his Leaver Securities in accordance with Article 21.3, Investors may (but shall not be obligated to) direct the Company by Investor Direction (and the Company shall not serve such a notice except upon Investor Direction) to provide that a further Sale Notice is issued pursuant to which the Manager shall be deemed to have offered such number, type and class of the Leaver Securities retained by the Leaver as specified in the Investor Direction at the Sale Price set out in Article 21.2.3(a) on the terms set out in Articles 21.4 to 21.7.

Any monies paid to the Company (save for any amount paid in respect of interest) pursuant to this Article 21.9 shall be held on trust for the transferee(s) of such Leaver Securities (if other than the Company) and the Company shall not pay any interest on amounts received pursuant to this Article 21.9 to the transferee(s) (if other than the Company) (or the Leaver) and any such interest shall be for the benefit of the Company). The Company shall forthwith inform such transferee(s) of the funds held on trust for them and shall make arrangements to pay over such sums as soon as reasonably practicable.

Art. 21.10. Treatment of C Shares.

Art. 21.10.1. In the event that a Sale Notice is given pursuant to Article 21.3, then the following shall apply to any C Shares held by a Manager and which shall be deemed to be subject to such Sale Notice (the "Relevant C Shares"):

(j) in the case of a Bad Leaver, the Relevant C Shares shall be transferred at nominal value by the Manager to the Employee Benefit Trust or any third party nominated by the GP Board and in accordance with the Agreement; and

(k) in the case of a Good Leaver the Relevant C Shares shall be transferred at nominal value in the case of non-vested Relevant C Shares and at the Fair Price in the case of vested Relevant C Shares to the Employee Benefit Trust or any third party nominated by the GP Board and in accordance with the Agreement.

For the purposes of this Article 21.10, the vested Relevant C Shares percentage and non-vested Relevant C Shares percentage shall be calculated in accordance with the Agreement.

Art. 21.11. Nothing in the Agreement and the Articles shall restrict or prohibit the Company (or another person designated by the GP Board) from purchasing or acquiring for value any or all Interests from any Manager Shareholder, at any time and from time to time, upon such terms and conditions, and for such prices, as may be mutually agreed upon in writing between the relevant Manager Shareholder and the other party to such transaction, whether or not at the time of such purchase or acquisition circumstances exist which specifically grant the Company or another person designated by the GP Board the right to purchase or acquire any Interests under the terms of this Agreement; provided that no such purchase or acquisition shall be consummated, and no agreement with respect to any such purchase or acquisition shall be entered into, without the prior approval of the GP Board.

Art. 21.12. Exit. Immediately prior to an Exit, any Leaver Securities or, subject always to the Agreement, Relevant C Shares, held by the Employee Benefit Trust shall be transferred to bona fide employees of a Group who already hold C Shares and wish to acquire Relevant C Shares as determined by the GP Board and in accordance with the Agreement or to any third party nominated by the GP Board and in accordance with the Agreement.

Art. 21.13. Leaver. If a Leaver has become a Leaver because he ceased to be a Relevant Employee prior to the date of an Exit, the provisions of this Article 21 shall continue in force following such Exit to the extent that that Leaver has not completed the sale of his Leaver Securities or otherwise complied with the terms of this Article 21 and shall remain in force until such time as the sale and purchase of such Leaver's Leaver Securities has been completed in full.

Art. 22. Tag Along.

Art. 22.1. If at any time one or more Shareholders (the "Proposed Sellers") propose to transfer (with Investor Consent), in one or a series of related transactions, a majority of the Interests held by the Investors in the Company (the "Majority Holding") other than pursuant to Article 20, the Proposed Sellers may only transfer the Majority Holding if they comply with the provisions of this Article 22.

Art. 22.2. The Proposed Sellers shall give written notice (the "Proposed Sale Notice") to the other holders of Shares of such intended sale at least 10 Business Days prior to the intended date thereof. The Proposed Sale Notice shall set out, to the extent not described in any accompanying documents, the identity of the proposed buyer (the "Proposed Buyer"), the purchase price and other terms and conditions of payment for the Interests, the proposed date of sale (the "Proposed Sale Date") and the number of Interests proposed to be purchased by the Proposed Buyer (the "Proposed Sale Shares").

Art. 22.3. Any other holder of Shares shall be entitled, by written notice given to the Proposed Sellers within 5 Business Days of receipt of the Proposed Sale Notice, to be permitted to sell up to the same proportion of his Interests as the Investors are selling of their respective Interests to the Proposed Buyer on the same terms and conditions as those set out in the Proposed Sale Notice. Without prejudice to the provisions of the Agreement, any Manager wishing to exercise

its right to sell Interests to the Proposed Buyer must agree to make to the Proposed Buyer the same representations, warranties, covenants, indemnities and other agreements as the Proposed Seller agrees to make in connection with the sale to the Proposed Buyer.

Art. 23. Drag Along.

Art. 23.1. In this Article; a "Qualifying Offer" shall mean (i) a bona fide, arm's length offer in writing by or on behalf of any third party purchaser (a "Third Party Offeror") or (ii) any offer by a New Holding Company in connection with a Refinancing or a Solvent Reorganisation (a "New Holding Offeror" and, together with a Third Party Offeror, the "Offerors") for the majority of the Interests in the Company which has either, in the case of an offer from a Third Party Offeror:

(l) been received at any time after the end of the Investment Period; or

(m) been received prior to the fifth anniversary of Completion and has received Investor Consent and the prior written approval of a Manager Majority.

Art. 23.2. If the Majority Holders (the "Accepting Shareholders") have indicated in writing to the Company they wish to accept the Qualifying Offer, then the provisions of this Article 23 shall apply.

Art. 23.3. The Accepting Shareholders shall give written notice to the remaining holders of the equity share capital (the "Other Shareholders") of their wish to accept the Qualifying Offer and shall thereupon become entitled to transfer their Interests to the Offeror (or his nominee) and the Other Shareholders shall thereupon become bound to accept the Qualifying Offer and to transfer up to the same proportion of their respective Interests as the Accepting Shareholders are selling of their respective Interests to the Offeror (or his nominee(s)) with full title guarantee on the date specified by the Accepting Shareholders.

Art. 23.4. If any Other Shareholder shall not, within 5 Business Days of being required to do so, execute and deliver an instrument of transfer in respect of the Interests held by him then the Company shall be entitled (as such other Shareholder's agent) to execute and shall be entitled to authorise and instruct such person as it thinks fit to execute any such documents on such Other Shareholder's behalf and, against receipt by the Company (on trust for such Other Shareholder) of the consideration payable for the relevant Interests, and the GP shall register such Offeror (or his nominee (s)) as the holder thereof and, after such registration, any such transfer shall be validly registered. The Company shall not pay nor be under any obligation to pay any interest to any Other Shareholder (or Offeror) on any such consideration held on trust by the Company for any Other Shareholder (and any such interest shall be for the benefit of the Company). The Company shall pay to the Other Shareholder any such consideration held by the Company following receipt of the relevant share certificates (if any) or an indemnity in respect thereof in a form acceptable to the Company (acting reasonably).

Art. 23.5. If any Other Shareholder shall not, within 5 Business Days of being required to do so, execute and deliver a sale and purchase agreement and any other documents required to be executed and delivered by the Accepting Shareholders or any other Managers in connection with the Qualifying Offer, on terms substantially identical to those applicable to the Investors, then the Company (on Investor Direction) shall be entitled (as such other Shareholder's agent) to execute and shall be entitled to authorise and instruct such person as it thinks fit to execute any such documents on such Other Shareholder's behalf and, against receipt by the Company (on trust for such Other Shareholder) of the consideration payable for the relevant Interests, and the GP shall register such Offeror (or his nominee(s)) as the holder thereof and, after such registration, any such transfer shall be validly registered. The Company shall not pay nor be under any obligation to pay any interest to any Other Shareholder (or Offeror) on any such consideration held on trust by the Company for any Other Shareholder (and any such interest shall be for the benefit of the Company). The Company shall pay to the Other Shareholder any such consideration held by the Company following receipt of the relevant share certificates or an indemnity in respect thereof in a form acceptable to the Company (acting reasonably).

Art. 23.6. If a Third Party Offeror will acquire the majority, but not all, of the Interests in the Company, and following such transfer to a Third Party Offeror, the Investors will continue to hold Interests in the Company, the Investors may, by Investor Direction, require that a term of the Qualifying Offer shall be that upon the transfer of any C Shares from any Manager Shareholders to the Third Party Offeror in accordance with this Article 23 such C Shares shall be converted into another class of ordinary shares in the capital of the Company such that the Third Party Offeror shall not be entitled to the C Share Return. Each party to this Agreement consents and agrees to the conversion described in the preceding sentence, and to take all actions in its power to put into effect such conversion as promptly as practicable after written notice from the Investors. Any such notice may be delivered either before or after completion of the sale to the Third Party Offeror, but the conversion will not become effective before completion of the sale to the Third Party Offeror.

F. Management

Art. 24. Management. The Company shall be managed by Siccar Point Energy S.à r.l., aforementioned, in its capacity as sole general partner (associé commandité) and sole manager of the Company (herein referred to as the "GP").

In the event of legal incapacity, liquidation or other permanent situation preventing the GP from acting as manager of the Company, the Company shall not immediately be dissolved and liquidated, provided an administrator, who need not be a shareholder, is appointed in order that he effect urgent management acts, until a general meeting of shareholders is

held, which such administrator shall convene within fifteen days of his appointment. At such general meeting, the shareholders may appoint a successor manager, in accordance with the quorum and majority requirements for amendment of the articles. Failing such appointment, the Company shall be dissolved and liquidated.

The appointment of a successor manager shall be subject to the approval of the GP and the Management Share can only be held by the GP or its successor.

Art. 25. Powers of the manager. The Manager is vested with the broadest powers to perform all acts of administration and disposal within the Company's stated object.

All powers not expressly reserved by law or by these articles of incorporation to the general meeting of shareholders or to the Supervisory Board are within the powers of the Manager.

Art. 26. Representation of the company. The Company is validly bound vis-à-vis third parties by the signature of the GP represented by its duly appointed representatives, or by the signature(s) of any other person(s) to whom authority has been delegated by the GP at its sole discretion.

Art. 27. Conflicts of interest. No contract or other transaction between the Company and any other company or firm shall be affected or invalidated by the fact that the Manager or any one or more of the managers or officers of the Manager has any interest in, or is a director, associate, officer or employee of such other company or firm. Any manager or officer of the Manager who serves as a director, officer or employee of any company or firm with which the Company contracts or otherwise engages in business shall not, by reason of such affiliation with such other company or firm, be prevented from considering and voting or acting upon any matters with respect to such contract or other business.

G. Supervision

Art. 28. Supervisory board - Independent auditor. The business of the Company and its financial situation, in particular its books and accounts shall be supervised by a Conseil de Surveillance (the "Supervisory Board") comprising at least three members. For the carrying out of its supervisory duties, the Supervisory Board shall have the powers of a statutory auditor, as provided for by article 62 of the Luxembourg Company Law. The Supervisory Board may be consulted by the GP on such matters as he may determine and may authorise any actions taken by the GP that may, pursuant to law or regulation or under the articles of incorporation, exceed the powers of the GP.

The members of the Supervisory Board shall be elected by the annual general meeting of shareholders for a period which may not exceed six (6) years and shall hold office until their successors are elected. The members of the Supervisory Board are re-eligible for election and may be removed at any time, with or without cause, by a resolution adopted by the general meeting of shareholders. The Supervisory Board shall elect one of its members as chairman.

Any meeting of the Supervisory Board may be convened by any of its members or by the GP.

Written notice of any meeting of the Supervisory Board shall be given to all its members at least twenty-four (24) hours prior to the date set for such meeting, except in the case of an emergency, in which case the nature of such emergency shall be detailed in the notice of meeting. The notice will indicate the place of the meeting and it will contain the agenda thereof. This notice may be waived by consent in writing, by telegram, telex, telefax or any other similar means of communication, a copy being sufficient. Special notices shall not be required for meetings held at times and places fixed in a calendar previously adopted by the Supervisory Board.

The chairman of the Supervisory Board will preside at all meetings of such board, but in his absence the Supervisory Board will appoint another member of the Supervisory Board as chairman pro tempore by vote of the majority present at such meeting. Any member may act at any meeting by appointing another member as his proxy in writing, by telegram, telex or telefax or any other similar means of communication, a copy being sufficient. A member may represent several of his colleagues.

The Supervisory Board can deliberate or act validly only if at least half of the members are present or represented. Resolutions are taken by a majority vote of the members present or represented.

Resolutions of the Supervisory Board are to be recorded in minutes and signed by the chairman of the meeting. Extracts of such minutes to be produced in judicial proceedings or elsewhere shall be validly signed by the chairman of the meeting or any two members.

Written resolutions, approved and signed by all the members of the Supervisory Board, shall have the same effect as resolutions voted at the boards' meetings; each member shall approve such resolution in writing, by telegram, telex, telefax or any other similar means of communication, a copy being sufficient. Such approval shall be confirmed in writing and all such documents shall together form the document which proves that such resolution has been taken.

Any member of the Supervisory Board may participate in any meeting of the Supervisory Board by conference-call or by other similar means of communication allowing all the persons taking part in the meeting to hear one another. The participation in a meeting by these means is equivalent to a participation in person at such meeting.

The Company may appoint an independent auditor ("réviseur d'entreprises agréé"), which will replace the Supervisory Board.

The independent auditor is appointed by the general meeting of shareholders, which shall fix his remuneration and the term of his office. The independent auditor shall fulfil all duties prescribed by law.

H. General meetings of shareholders

Art. 29. General meeting of shareholders. The general meeting of shareholders represents all the shareholders of the Company. It has the broadest powers to order, proceed with or ratify any acts relating to the operations of the Company, under the reservation that, unless otherwise provided by the present articles of incorporation, a resolution shall be validly adopted only if approved by the GP.

The general meeting of the shareholders of the Company shall meet when convened by the GP or the Supervisory Board.

It must be convened following the request of the shareholders representing at least ten per cent (10%) of the Company's share capital. Shareholders representing at least ten per cent (10%) of the Company's share capital may request the adjunction of one or several items to the agenda of any general meeting of shareholders. Such requests must be addressed to the Company's registered office by registered mail at least five (5) days before the date of the meeting.

The annual general meeting shall be held in Luxembourg at the registered office of the Company or at such other place in Luxembourg as may be specified in the convening notice of meeting, on the thirty-first day of May at 10:00 a.m.

If such day is a legal or a bank holiday in Luxembourg, the annual general meeting shall be held on the next following business day in Luxembourg.

Other general meetings of shareholders may be held at such places and times specified in the respective convening notices. The convening notice for every general meeting of shareholders shall contain the date, time, place and agenda of the meeting and shall be made through announcements published twice, with a minimum interval of eight (8) days, and eight (8) days before the meeting, in the Mémorial C, Recueil des Sociétés et Associations and in a Luxembourg newspaper. Notices by mail shall be sent eight (8) days before the meeting to the registered shareholders, but no proof that this formality has been complied with need be given. In respect of shares in registered form, the convening notices may be made by registered letters only and shall be dispatched to such shareholder by registered mail at least eight (8) days before the date scheduled for the meeting.

Each share is entitled to one vote at all general meetings of shareholders. A shareholder may act at any meeting of shareholders by appointing another person as his proxy in writing, by facsimile or by any other means of communication, a copy being sufficient. The GP may determine all other conditions that must be fulfilled by shareholders for them to take part in any meeting of shareholders. If all the shareholders are present or represented at a meeting of shareholders and if they state that they have been informed of the agenda of the meeting, the meeting may be held without prior notice or publication.

The general meeting of shareholders shall designate its own chairman who shall preside over the meeting. The chairman shall designate a secretary who shall keep minutes of the meeting.

The business transacted at any meeting of the shareholders shall be limited to the matters contained in the agenda (which shall include all matters required by law) and business incidental to such matters.

Shareholders taking part in a meeting through video-conference or through other means of communication allowing their identification are deemed to be present for the computation of the quorums and votes. The means of communication used must allow all the persons taking part in the meeting to hear one another on a continuous basis and must allow an effective participation of all such persons in the meeting.

Each shareholder may vote through voting forms sent by post or facsimile to the company's registered office or to the address specified in the convening notice. The shareholders may only use voting forms provided by the Company and which contain at least the place, date and time of the meeting, the agenda of the meeting, the proposal submitted to the decision of the meeting, as well as for each proposal, three boxes allowing the shareholder to vote in favour of, against, or abstain from voting on each proposed resolution by ticking the appropriate box.

Voting forms which show neither a vote in favour, nor against the proposed resolution, nor an abstention, are void. The Company will only take into account voting forms received prior the general meeting which they are related to.

Resolutions at a meeting of shareholders duly convened will be passed with a simple majority of the votes validly cast, unless the item to be resolved upon relates to an amendment of the articles of incorporation, in which case the resolution will be passed with a majority of the two thirds of the votes validly cast.

I. Accounting year - Balance sheet

Art. 30. Accounting year. The accounting year of the Company shall begin on the first of January and shall terminate on the thirty-first of December of each year.

Art. 31. Legal reserve - Interim Distributions. From the annual net profits of the Company, five per cent (5%) shall be allocated to the reserve required by law. This allocation shall cease to be required when the amount of the statutory reserve shall have reached ten percent (10 %) of the subscribed share capital. The general meeting of shareholders, upon recommendation of the GP, will decide how the remainder of the annual net profits will be disposed of, provided in each case that any such distribution will be made in accordance with, and subject to the terms of, these Articles (and in particular Article 32 hereof) and the Agreement.

The general meeting of shareholders or the GP may decide to pay interim dividends on the basis of a statement of accounts prepared by the Manager or the Supervisory Board no later than two (2) months prior to the proposed distri-

bution showing that sufficient funds are available for distribution, it being understood that the amount to be distributed may not exceed realized profits since the end of the last fiscal year, increased by carried forward profits and distributable reserves, but decreased by carried forward losses and sums to be allocated to a reserve to be established by law or by these articles of incorporation, and that any such distribution of interim dividends will be made in accordance with, and subject to the terms of, the Agreement.

Art. 32. Allocation of proceeds.

Art. 32.1. The rights as regards return of capital and allocation of proceeds attaching to the PECs, CPECs, and Shares shall be as set out in this Article.

Art. 32.2. On a return of capital on liquidation or otherwise, on a distribution or dividend of capital, income, profits or assets the surplus assets of the Company remaining after the payment of its liabilities and all payments to be made in priority, including such amounts as would be required to refinance or repay all amounts that would be payable under the Group's third party financing arrangements, financial debt and other liabilities (the "Available Balance"), shall be applied in the following order:

Art. 32.2.1. in paying to each holder of PECs in respect of each PEC of which it is the holder, an amount equal to 100% of the issue price thereof plus all accrued but unpaid yield thereon;

Art. 32.2.2. prior to an Exit and subject to Articles 32.3, 32.4 and 32.7, the Available Balance will be distributed to the holders of CPECs, A Ordinary Shares and/or B Ordinary Shares in proportion to the number of Interests held by them respectively in accordance with their entitlement hereunder and/or under the CPEC Instruments, by way of redemption;

Art. 32.2.3. upon or following an Exit and subject to Articles 32.3, 32.4 and 32.7, the Available Balance will be distributed so that after giving effect to such distribution an amount (the "Cumulative Distributions Amount") equal to:

(i) the Available Balance; plus
(ii) all sums previously paid to holders of CPECs, A Ordinary Shares and/or B Ordinary Shares pursuant to Article 32.2.2; less

(iii) any sums paid pursuant to Article 32.2.1 but only to the extent that such sums have not been deducted from the Available Balance on a previous operation of this Article 32.2;

shall have been received as described below in this Article:

(n) in the event that the Multiple is greater than 1 and equal to or less than 2.5, a payment equal to 0.15 x the Cumulative Distributions Amount shall have been received by the holders of C Shares pro rata and the remaining amount shall have been received by the holders of CPECS and Ordinary Shares and, if applicable, New Securities (other than C Shares), pro rata; or

(o) in the event that the Multiple is greater than 2.5 and equal to or less than 3 a payment shall have been received by the holders of C Shares pro rata equal to an amount calculated as follows:

$(0.15 \times \text{the Cumulative Distributions Amount}) + ((0.05 \times ((\text{Multiple} - 2.5)/0.5)) \times \text{Cumulative Distributions Amount})$,

and the remaining amount shall have been received by the holders of CPECs and Ordinary Shares and, if applicable, New Securities (other than C Shares), pro rata; or

(p) in the event that the Multiple is greater than 3 and equal to or less than 4 a payment shall have been received by the holders of C Shares pro rata equal to an amount calculated as follows:

$(0.2 \times \text{the Cumulative Distributions Amount}) + ((0.05 \times (\text{Multiple} - 3)) \times \text{Cumulative Distributions Amount})$,

and the remaining amount shall have been received by the holders of CPECs and Ordinary Shares and, if applicable, New Securities (other than C Shares), pro rata; or

(q) in the event that the Multiple is greater than 4, an amount shall have been received by the holders of C Shares pro rata equal to $(0.25 \times \text{Cumulative Distributions Amount})$ with the remaining amount having been received by the holders of CPECs and Ordinary Shares and, if applicable, New Securities (other than C Shares), pro rata.

The calculation of the allocation of proceeds pursuant to this clause shall be an iterative process and iterations shall be calculated until the final result has a margin of error of less than 0.00001%.

The allocation of proceeds to the C Shares pursuant to this Clause 25.2.4 shall be known as the "C Share Return".

Art. 32.3. Upon a Sale, notwithstanding any term to the contrary of such Sale (unless the Investors and a Manager Majority have agreed in writing to the contrary expressly for the purposes of this provision), if the Shareholders sell Shares (irrespective of class) in such a Sale, then the Shareholders shall only be entitled to share in the proceeds of the Sale as if the same amount had been distributed to those Shareholders in the manner and order or priority set out in this Article 32.

Art. 32.4. In the event the consideration to be paid on an Exit includes any element of deferred or contingent consideration, then when the Cash 4 Equivalent Value is included in the proceeds of Sale or Asset Sale in accordance with the definition of Cash Equivalent Value ("Late Proceeds"), the Late Proceeds shall:

Art. 32.4.1. be added to the Cumulative Distributions Amount; and

Art. 32.4.2. the C Share Return shall be recalculated in accordance with Article 32.2 (the “Revised C Share Return”).

The Late Proceeds shall then be distributed among the Shareholders entitled to receive them such that the Revised C Share Return shall be distributed among those who held C Shares at the time of the Exit (pro rata to their holdings of C Shares) and the remaining amount to those who held CPECs and Ordinary Shares (other than C Shares) at the time of the Exit (pro rata to their holdings of CPECs and Ordinary Shares).

Art. 32.5. In respect of Article 32.2 and in accordance with these Articles, capital redemptions of Shares will be effected of the sub-classes of A4 Ordinary Shares and B4 Ordinary Shares, then of the sub-classes of A3 Ordinary Shares and B3 Ordinary Shares, then of the sub-classes of A2 Ordinary Shares and B2 Ordinary Shares and C2 Ordinary Shares, and then of the sub-classes of A1 Ordinary Shares and B1 Ordinary Shares and C1 Ordinary Shares in each case on a pari passu basis, until, in each case, all Shares of such class have been redeemed in full (but provided in each case that the Company’s share capital will not fall below the minimum threshold required by the Luxembourg Company Law).

Art. 32.6. Notwithstanding Article 32.2, if an Exit occurs within 30 days after the date that any portion of the Capital Commitments has been drawn down by the Company (the “Draw Down Date”) but before the Company has spent such cash drawn down, then any such cash not spent within 30 days of the Draw Down Date (or such longer period as may be approved by the GP Board with Investor Consent and in accordance with the Agreement) shall not be included for the purposes of calculating the Multiple thresholds set out in Article 32.2 but shall instead be returned to the Shareholders.

Art. 32.7. Whenever, pursuant to these Articles and the Agreement, a distribution is made on the A Ordinary Shares and B Ordinary Shares (whether through the declaration of a dividend (interim or not), payment of liquidation proceeds, redemption of such shares or otherwise), such distribution will be apportioned between the A Ordinary Shares and B Ordinary Shares in proportion to the amount of nominal value plus issue premium paid on each share.

Art. 32.8. If following any redemption of any class of A Ordinary Shares or B Ordinary Shares the total voting power of the A Ordinary Shares and B Ordinary Shares as a percentage of the total voting power of all Shares outstanding is lower than it was immediately before such redemption, then the holders of the remaining A Ordinary Shares and B Ordinary Shares outstanding shall be entitled (subject to completion of the formalities required under Luxembourg law) to convert a number of A Ordinary Shares into B Ordinary Shares so that immediately following such conversion the voting power of the A Ordinary Shares and B Ordinary Shares outstanding as a percentage of the total voting power of all Shares outstanding is, as nearly as is reasonably practicable, equal to the voting power of such A Ordinary Shares and B Ordinary Shares immediately before such redemption provided that the parties shall use reasonable endeavours (subject to the Investors retaining majority voting power in respect of the Company) to seek to procure that each Original Manager maintains no less than 5% of the voting rights of the issued share capital of the Company. The conversion right described herein may be exercised one or more times upon in connection with any redemption of A Ordinary Shares or B Ordinary Shares.

J. Amendment of the articles of incorporation

Art. 33. Quorum and majority requirements. These articles of incorporation may be amended, subject to the approval of the GP, by a general meeting of shareholders under the quorum and majority requirements provided for by the Luxembourg Company Law, unless otherwise provided herein.

K. Liquidation

Art. 34. Liquidation proceedings. In case of dissolution of the Company, one or more liquidators (individuals or legal entities) shall carry out the liquidation. The liquidator(s) shall be appointed by the general meeting which decided the dissolution and which shall determine their powers and compensation. The proceeds of the liquidation of the Company shall be distributed to the shareholders in accordance with, and subject to the terms of, these Articles (and in particular Article 32) and the Agreement.

L. Applicable law

Art. 35. Applicable Law. For all matters not governed by these articles of incorporation the parties shall refer to the Luxembourg Company Law.

M. Definitions and construction

Art. 36. Construction.

Art. 36.1. Any reference to the "transfer" of any Interest shall mean the transfer of either or both of the legal and beneficial ownership in such Interest and/or the grant of an option to acquire either or both of the legal and beneficial ownership in such Interest and the following shall be deemed (but without limitation) to be a transfer of an Interest:

Art. 36.1.1. any direction (by way of renunciation or otherwise) by a person entitled to an allotment or issue of any Interest that such Interest be allotted or issued to some person other than himself;

Art. 36.1.2. any sale or other disposition of any legal or equitable (or similar) interest in an Interest (including any voting right attached thereto) and whether or not by the registered holder thereof and whether or not for consideration or otherwise and whether or not effected by an instrument in writing;

Art. 36.1.3. any grant or creation of an Encumbrance over any Interest; and

Art. 36.1.4. any agreement, whether or not subject to any conditions, to do any of the matters set out above.

Art. 36.2. Notwithstanding the above provision:

Art. 36.2.1. the transfer by any partner, unitholder, shareholder or other participant in, or operator, manager or custodian of, any Fund (a "Fund Participant") (or by any trustee or nominee for any such Fund Participant) of any interest in such Fund to any person who is, or as a result of the transfer becomes, a Fund Participant; or

Art. 36.2.2. the creation (with Investor Consent) of any Encumbrance over any Interests registered in the name of an Investor or any nominee thereof or over any interest in a Fund; and

Art. 36.2.3. the assignment or transfer (with Investor Consent) of the beneficial ownership in any Interests registered in the name of an Investor or any nominee thereof to any Investor Associate or its nominee, shall not, and shall not be deemed to, be a transfer of Interests for any purpose under the Agreement or these Articles.

Art. 37. Save as otherwise indicated, the following words and expressions where used herein have the meanings given to them below:

"A1 Ordinary Shares"	means the class A1 ordinary shares of the Company.
"A2 Ordinary Shares"	means the class A2 ordinary shares of the Company.
"A3 Ordinary Shares"	means the class A3 ordinary shares of the Company.
"A4 Ordinary Shares"	means the class A4 ordinary shares of the Company.
"Additional Initial Capital Contribution"	means the Capital Contributions to be made in accordance with Article 11.
"Additional Initial Capital Contribution Amount"	means up to USD 5,049,027.99 in aggregate.
"A Ordinary Shares"	means together the A1 Ordinary Shares, the A2 Ordinary Shares, the A3 Ordinary Shares and the A4 Ordinary Shares.
"Articles"	means these articles of association.
"B1 Ordinary Shares"	means the class B1 ordinary shares of the Company.
"B2 Ordinary Shares"	means the class B2 ordinary shares the Company.
"B3 Ordinary Shares"	means the class B3 ordinary shares of the Company.
"B4 Ordinary Shares"	means the class B4 ordinary shares of the Company.
"B Ordinary Shares"	Means together the B1 Ordinary Shares, the B2 Ordinary Shares, the B3 Ordinary Shares and the B4 Ordinary Shares.
"Blackstone"	means the Blackstone Investor as referred to in the Agreement and, as the context may permit, includes any of its Permitted Transferees to which Interests may have been transferred in accordance with the Agreement from time to time.
"Blue Water"	means the Blue Water Investors as referred to in the Agreement and, as the context may permit, includes any of its Permitted Transferees to which Interests may have been transferred in accordance with this Agreement from time to time.
"Business Day"	means any day other than a Saturday, Sunday or Scottish, English, Luxembourg or New York bank or public holiday.
"Business Plan"	means the business plan referred to in the Agreement.
"C1 Shares"	means the class C1 shares of \$0.01 each in the capital of the Company, with the rights set out in the Articles and in the Agreement.
"C2 Shares"	means the class C2 shares of \$0.01 each in the capital of the Company, with the rights set out in the Articles and in the Agreement.
"Capital Contribution"	means, as to any Shareholder at any time, the amount of money actually contributed to the Company by such Shareholder.
"Cash Equivalent Value"	has the meaning set out in the Agreement.
"Cause"	means: (a) any act of dishonesty or any act of fraud or similar misconduct on the part of the relevant Manager Shareholder with respect to any Group Company; or (b) any wilful negligence or wilful misconduct on the part of the relevant Manager Shareholder which, in any such case, is detrimental (in any material way) to the Group, its businesses or reputation; or

	(c) an act or acts by the relevant Manager Shareholder constituting a criminal offence under applicable law (excluding road traffic offences), which is detrimental (in any material way) to the Group, its businesses or its reputation; or
	(d) any other act or acts by the relevant Manager Shareholder which would permit summary dismissal under applicable law or employment terms, but excluding termination in the event that the Manager Shareholder fails or neglects efficiently and diligently to carry out his duties to the reasonable satisfaction of the UK Holdco Board (as referred to in the Agreement).
"Co-Investment Scheme"	means any co-investment scheme, being a scheme under which certain officers, employees, members or partners of an Investor or its investment advisor, general partner, manager, operator, nominee or any member of its Investor Group are entitled or required (as individuals or through a Fund or any other vehicle) to acquire Interests and/or any other security issued by any member of the Group.
"Completion"	has the meaning set out in the Agreement.
"Control"	means with respect to a person (other than an individual) (a) direct or indirect ownership of more than 50% of the voting securities of such person, (b) the right to appoint, or cause the appointment of, more than 50% of the members of the board of directors (or similar governing body) of such person or (c) the right to manage, or direct the management of, on a discretionary basis, the assets of such person, and, for avoidance of doubt, a general partner is deemed to Control a limited partnership and, solely for the purposes of this Agreement, a fund advised or managed directly or indirectly by a person shall also be deemed to be Controlled by such person (and the terms "Controlling" and "Controlled" shall have meanings correlative to the foregoing).
"CPECs"	means the convertible preferred equity certificates of \$0.01 each issued by the Company pursuant to the CPEC Instruments.
"CPEC Instruments"	means the instruments constituting the CPECs.
"C Shares"	means together the C1 Shares and the C2 Shares.
"Deed of Adherence"	has the meaning set out in the Agreement.
"Director"	means, as the context may require, any director or manager of the Company, the GP or any member of the Group as referred to in the Agreement.
"Employee Benefit Trust"	means any trust established, with Investor Consent, to enable or facilitate the holding of Interests by, or for the benefit of, all or most of the bona fide employees of any Group Company.
"Encumbrance"	means a mortgage, charge, pledge, lien, option, restriction, equity, right of first refusal, right of pre-emption, third party right or interest, other encumbrance or security interest of any kind, or other type of agreement or arrangement having similar effect.
"Equity Value"	has the meaning given to it in Article 21.2.4(c).
"Exit"	has the meaning set out in the Agreement.
"Fair Price"	has the meaning given to it in Article 21.2.4.
"Family Trust"	means a trust (whether arising under a settlement, declaration of trust, testamentary disposition or an intestacy) under which no immediate beneficial interest in the Interests in question is for the time being or may in the future be vested in any person other than the person establishing the trust and his Relations.
"FSMA"	means the UK Financial Services and Markets Act 2000, as amended from time to time.
"Fund"	means any fund, bank, company, unit trust, investment trust, investment company, limited, general or other partnership, industrial provident or friendly society, any collective investment scheme (as defined by the FSMA), any investment professional (as defined in article 19(5) of the Financial Services and Markets Act 2000 (Financial Promotion Order) 2005 (the "FPO")), any high net worth company, unincorporated association or partnership (as defined in article 49(2)(a) and (b) of the FPO) or any high value trust (as defined in article 49(6) of the FPO), any pension fund or insurance company or any person who is an authorised person under the FSMA.
"Further Capital Contributions"	means those sums advanced or contributed by a Shareholder to the Company pursuant to Article 12.
"Garden Leave"	means any period during which the Company or any other Group Company shall, in respect of an employee and pursuant to the contract of employment between the Company or relevant Group Company and that employee, cease or have ceased to provide that employee with work following notice of termination being given pursuant to such contract of employment.

"GP Board"	means the board of managers of the GP.
"Group"	means the Company and any undertaking which is a subsidiary undertaking of the Company from time to time and references to "Group Company" and "member of the Group" shall be construed accordingly.
"Independent Expert"	means a firm of chartered accountants agreed between the Investors and the Manager Majority, or in default of agreement within 20 Business Days of submission by either party to the other of their first preferred firm of chartered accountants, nominated by the president of the Institute of Chartered Accountants in England and Wales on the application of either the Investors or the Manager Majority and appointed in accordance with the Agreement.
"Initial Capital Contribution Amount"	means USD 5,049,027.88.
"Initial Capital Contributions"	has the meaning set out in the Agreement.
"Institutional Interest"	means any Interest other than a C Share.
"Interest"	means the Shares, PECs, CPECs, or all of them, as the context may require.
"Investment Period"	has the meaning set out in the Agreement.
"Investor"	means: <ul style="list-style-type: none"> (a) each of the Blue Water Investors and the Blackstone Investor for so long as it (or any person who holds the legal title to Interests as nominee, custodian or trustee on their behalf) holds any Interest; (b) any Investor Associate of Blue Water or Blackstone or any other Investor from time to time, for so long as it holds any Interest; (c) any other person who undertakes to perform the obligations of an Investor under a Deed of Adherence for so long as it holds any Interest, and "Investors" shall be construed accordingly.
"Investor Associate"	means, in relation to an Investor: <ul style="list-style-type: none"> (a) each member of that Investor's Investor Group (other than the Investor itself); (b) any general partner in, operator or manager of, or authorised investment advisor to, that Investor or any member of its Investor Group; (c) any group undertaking of any general partner of that Investor or any member of its Investor Group (excluding any portfolio company thereof); (d) any Fund which is advised, or the assets of which (or some material part thereof) are managed (whether solely or jointly with others), by, or which has the same general partner as, that Investor or any member of its Investor Group; (e) any Fund in respect of which that Investor or any member of its Investor Group is a general partner; or (f) any Co-Investment Scheme of that Investor or any member of its Investor Group.
"Investor Consent"	means the giving of a consent in writing by the Blue Water Investors (acting through the Lead Blue Water Investor) and the Blackstone Investor (acting through the Lead Blackstone Investor).
"Investor Direction"	means the giving of a direction in writing by each of the Blue Water Investors (acting through the Lead Blue Water Investor) and the Blackstone Investor (acting through the Lead Blackstone Investor).
"Investor Director"	has the meaning set out in the Agreement.
"Investor Group"	means, in relation to an Investor, that Investor and any person Controlled directly or indirectly by the Investor, Controlling directly or indirectly the Investor or directly or indirectly under the same Control as the Investor (provided that no member of the Group shall be included as a member of an Investor Group) and references to "member" or "members" of the or an "Investor Group" shall be construed accordingly.
"IRC"	means the U.S. Internal Revenue Code of 1986, as amended from time to time, or any similar federal statute then in effect, and a reference to a particular section thereof shall be deemed to include a reference to the comparable section, if any, of any such similar federal statute.
"Issue Price"	means either: <ul style="list-style-type: none"> (r) in respect of a Share, the price at which the relevant Share is issued; (s) in respect of a PEC, the price at which the relevant PEC is issued; and (t) in respect of a CPEC, the price at which the relevant CPEC is issued.
"Issuer"	means the Company, any other Group Company which directly or indirectly owns all or substantially all the business and assets of the Group or a New Holding Company.

"Lead Blackstone Investor"	means the Blackstone Investor (as referred to in the Agreement); provided that the Lead Blackstone Investor may from time to time nominate one Person who becomes a Blackstone Investor as the Lead Blackstone Investor from time to time.
"Lead Blue Water Investor"	means Blue Water Energy 1 (as referred to in the Agreement); provided that the Lead Blue Water Investor may from time to time nominate one other Blue Water Investor as the Lead Blue Water Investor from time to time.
"Leaver"	means any Manager Shareholder who is on or at any time after the date of this Agreement a Relevant Employee and who subsequently ceases, or has ceased, to be a Relevant Employee; and, for the purposes of this definition, a person shall be deemed to cease, or have ceased, to be a Relevant Employee upon the commencement of any period during which the relevant person is placed on Garden Leave (notwithstanding that the relevant person remains an employee of the Company or any other Group Company) or, if not placed on Garden Leave, upon the date on which he gives or is given notice of termination of his employment, appointment or engagement.
"Leaver Securities"	means all of the Interests in which a Leaver, any body corporate Controlled by such Leaver which originally subscribed for Interests on behalf of such Leaver, or his Permitted Transferees, has a legal or beneficial interest.
"Leaving Date"	means the date on which the relevant person becomes a Leaver.
"Manager"	means a shareholder of the Company who is referred to as a Manager under the Agreement.
"Manager Majority"	means (i) for so long as he is not a Leaver, Jonathan Roger together with one other Manager who holds greater than 7 % of the C Shares or (ii) if Jonathan Roger is a Leaver, such Managers as hold a majority in number of the C Shares in issue.
"Manager Shareholder"	means a Relevant Employee who is, or at any time after the date of adoption of these Articles becomes, a Shareholder.
"Multiple"	has the meaning set out in the Agreement.
"New Holding Company"	means any new holding company of the Group, formed for the purpose of facilitating a Quotation.
"Ordinary Shares"	means the A Ordinary Shares and the B Ordinary Shares.
"Original Managers"	means Jonathan Roger, David Sheach, Iain Bartholomew and Douglas Fleming.
"Permitted Transferees"	means, in respect of any Shareholder, the persons to whom such Shareholder is permitted to transfer Interests under Article 20 (Permitted Transfers).
"PECs"	means the preferred equity certificates of \$1] each issued by the Company pursuant to the PEC Instrument.
"PEC Instrument"	means the instrument constituting the PECs.
"PECs Redemption Amount"	has the meaning given to it in Article 21.2.4(d).
"Quotation"	means the admission of the whole of any class of the issued share capital of the Issuer to the Official List of the Financial Conduct Authority, and to trading on the London Stock Exchange's market for listed securities, or to trading on the Alternative Investment Market of the London Stock Exchange, or on any other Recognised Stock Exchange or other stock exchange as is nominated by Investor Direction.
"Recognised Stock Exchange"	means a recognised investment exchange, recognized overseas investment exchange, designated investment exchange or designated overseas investment exchange, in each case for the purposes of FSMA.
"Relation"	means, in relation to an individual, his spouse or child.
"Relevant Employee"	means: (a) an employee of, contractor to, or consultant to, the Company or any other Group Company; or (b) any individual that supplies services to the Company or any Group Company whether directly or through a third party service provider and, if applicable, that third party service provider; or (c) any director of any Group Company
"Sale"	means the sale of all or the majority of the Ordinary Shares to a single buyer or to one or more buyers as part of a single transaction or a series of connected transactions (other than to one or more Permitted Transferees or, with Investor Consent, as part of a Solvent Reorganisation).
"Sale Notice"	has the meaning given to it in Article 21.3.
"Share"	means any share in the capital of the Company from time to time.

"Share Capital Reorganisation"	means the conversion, consolidation, subdivision, reclassification or re-designation (as appropriate) of Shares into a single class of ordinary shares.
"Shareholder"	means a holder of any Share or Shares from time to time.
"Solvent Reorganisation"	means a solvent reorganisation of the Group by any means, including the acquisition of the Company by a New Holding Company or any other reorganisation of the Group involving the Company's share or debt capital (including a Share Capital Reorganisation) in preparation for an Exit.
"Total Initial Capital Contribution Amount"	means the sum of the Initial Capital Contribution Amount and the Additional Initial Capital Contribution Amount, being up to US\$10,098,055.87.
"U.S. Dollars", "USD", "US\$" and "\$"	means the lawful currency of the United States of America.
"U.S. Treasury Regulations"	means the U.S. federal income tax regulations promulgated under the IRC, as such regulations may be amended from time to time (it being understood that all references herein to specific sections of the regulations shall be deemed also to refer to any corresponding provisions of succeeding regulations)."

Sixth resolution

The Meeting decides to remove the independent auditor and to appoint a supervisory board with the following members for a term of six (6) years from the date hereof:

- John Sutherland, born on 2 December 1964 in Lower Hutt, New Zealand, residing at 9, rue Principale, L-6990 Hostert, Grand Duchy of Luxembourg;
- Tony Whiteman, born in Hamilton, New Zealand on 24 May 1969, residing at 14, rue Jean Mercatoris, L-7237 Luxembourg, Grand Duchy of Luxembourg;
- Khash Mohajerani, born on 6 July 1987 in London, United Kingdom, residing at 52 Abbey Gardens, London NW8 9AT; and
- Claes-Johan Geijer, born on 15 June 1957 in Stockholm, Sweden, residing at 31, rue Frantz Clement, L-1345 Luxembourg, Grand Duchy of Luxembourg.

Costs and Expenses

The costs, expenses, remuneration or charges of any form whatsoever incumbent to the Company and charged to it by reason of the present deed are assessed to EUR 3,500.-.

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

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

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

Suit la traduction en français du texte qui précède:

(N.B. Pour des raisons techniques, la version française est publiée au Mémorial C-N° 3305 du 7 novembre 2014.)

Signé: J. WEERTS, S. WOLTER et H. HELLINCKX.

Enregistré à Luxembourg A.C., le 5 août 2014. Relation: LAC/2014/37061. Reçu soixante-quinze euros (75.- EUR).

Le Receveur ff. (signé): C. FRISING.

- POUR EXPEDITION CONFORME - délivrée à la société sur demande.

Luxembourg, le 7 octobre 2014.

Référence de publication: 2014156186/1353.

(140177266) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 octobre 2014.

Celi Mad Cleaning s.à r.l., Société à responsabilité limitée.

Siège social: L-8058 Bertrange, 3, Beim Schlass.

R.C.S. Luxembourg B 124.365.

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

Référence de publication: 2014157891/9.

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