

MEMORIAL

Journal Officiel
du Grand-Duché de
Luxembourg



MEMORIAL

Amtsblatt
des Großherzogtums
Luxemburg

RECUEIL DES SOCIÉTÉS ET ASSOCIATIONS

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

C — N° 986

14 avril 2015

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European Financial Stability Facility, Société Anonyme.

Siège social: L-1347 Luxembourg, 6A, Circuit de la Foire Internationale.
R.C.S. Luxembourg B 153.414.

Il résulte des résolutions de la réunion du conseil d'administration de la Société prises le 27 février 2015 que les administrateurs ont décidé:

- de prendre note de la démission de M. Anastasios Anastasatos de son poste d'administrateur de la Société avec effet immédiat;

- de coopter, M. George Chouliarakis, Président du Conseil des Conseillers Economiques au Ministère des Finances de Grèce, né le 16 février 1966 à Loutra Aidipsou, Grèce, ayant son adresse professionnelle au 5-7, Nikis Str., 10180 Athènes, Grèce, en tant qu'administrateur de la Société avec effet immédiat et ce jusqu'à l'assemblée générale des actionnaires qui se tiendra en 2015.

En conséquence, le conseil d'administration de la Société est, au 27 février 2015, constitué des personnes suivantes:

- Mme Alenka Jerkic
- M. Christos Patsalides
- M. Hans Vijlbrief
- M. Ilkka Kajaste
- M. Jozef Kortleven
- M. Nicholas O'Brien
- M. Alfred Camilleri
- M. Vazil Hudak
- M. Bruno Bézard
- Dr. Thomas Steffen
- M. Harald Waiglein
- M. Vincenzo La Via
- Mme Isabelle Goubin
- Mme Isabel Castelo Branco
- M. Märten Ross
- Mme Rosa María Sánchez-Yebra Alonso
- M. George Chouliarakis

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 04 mars 2015.

Référence de publication: 2015036287/35.

(150041124) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 mars 2015.

**Delux Private Investments S.A., Société Anonyme,
(anc. Anibia S.A.).**

Siège social: L-1260 Luxembourg, 5, rue de Bonnevoie.
R.C.S. Luxembourg B 165.871.

Les comptes annuels de la société Delux Private Investments S.A. (formerly Anibia S.A.) au 31/12/2014 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: 2015036893/10.

(150042297) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Delvino S.A., Société Anonyme.

Siège social: L-1746 Luxembourg, 1, rue Joseph Hackin.
R.C.S. Luxembourg B 110.880.

Les comptes annuels au 31 décembre 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.

Signature.

Référence de publication: 2015036894/10.

(150041429) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Dundee International (Luxembourg) Investments 12 S.à r.l., Société à responsabilité limitée.

Siège social: L-2557 Luxembourg, 9A, rue Robert Stumper.

R.C.S. Luxembourg B 162.442.

EXTRAIT

Il résulte des résolutions prises par l'associé unique de la Société en date du 2 mars 2015 que M. Frank Pletsch a été révoqué de sa fonction de gérant B de la Société, avec effet immédiat.

Il résulte des mêmes résolutions que M. German Bell, né le 25 juin 1974 à Gerolstein/Daun, Allemagne, ayant son adresse professionnelle au 9A, rue Robert Stumper, L-2557 Luxembourg, a été nommé gérant B de la Société avec effet immédiat et pour une durée indéterminée.

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

Pour extrait sincère et conforme

Dundee International (Luxembourg) Investments 12 S.à r.l.

Référence de publication: 2015036908/16.

(150042322) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Dundee International (Luxembourg) Investments 3 S.à r.l., Société à responsabilité limitée.

Siège social: L-2557 Luxembourg, 9A, rue Robert Stumper.

R.C.S. Luxembourg B 162.381.

EXTRAIT

Il résulte des résolutions prises par l'associé unique de la Société en date du 2 mars 2015 que M. Frank Pletsch a été révoqué de sa fonction de gérant B de la Société, avec effet immédiat.

Il résulte des mêmes résolutions que M. German Bell, né le 25 juin 1974 à Gerolstein/Daun, Allemagne, ayant son adresse professionnelle au 9A, rue Robert Stumper, L-2557 Luxembourg, a été nommé gérant B de la Société avec effet immédiat et pour une durée indéterminée.

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

Pour extrait sincère et conforme

Dundee International (Luxembourg) Investments 3 S.à r.l.

Référence de publication: 2015036912/16.

(150042369) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Dundee International (Luxembourg) Investments 4 S.à r.l., Société à responsabilité limitée.

Siège social: L-2557 Luxembourg, 9A, rue Robert Stumper.

R.C.S. Luxembourg B 162.382.

EXTRAIT

Il résulte des résolutions prises par l'associé unique de la Société en date du 2 mars 2015 que M. Frank Pletsch a été révoqué de sa fonction de gérant B de la Société, avec effet immédiat.

Il résulte des mêmes résolutions que M. German Bell, né le 25 juin 1974 à Gerolstein/Daun, Allemagne, ayant son adresse professionnelle au 9A, rue Robert Stumper, L-2557 Luxembourg, a été nommé gérant B de la Société avec effet immédiat et pour une durée indéterminée.

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

Pour extrait sincère et conforme

Dundee International (Luxembourg) Investments 4 S.à r.l.

Référence de publication: 2015036913/16.

(150042365) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Dundee International (Luxembourg) Investments 5 S.à r.l., Société à responsabilité limitée.

Siège social: L-2557 Luxembourg, 9A, rue Robert Stumper.

R.C.S. Luxembourg B 162.385.

EXTRAIT

Il résulte des résolutions prises par l'associé unique de la Société en date du 2 mars 2015 que M. Frank Pletsch a été révoqué de sa fonction de gérant B de la Société, avec effet immédiat.

Il résulte des mêmes résolutions que M. German Bell, né le 25 juin 1974 à Gerolstein/Daun, Allemagne, ayant son adresse professionnelle au 9A, rue Robert Stumper, L-2557 Luxembourg, a été nommé gérant B de la Société avec effet immédiat et pour une durée indéterminée.

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

Pour extrait sincère et conforme

Dundee International (Luxembourg) Investments 5 S.à r.l.

Référence de publication: 2015036914/16.

(150042363) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Dundee International (Luxembourg) Investments 6 S.à r.l., Société à responsabilité limitée.

Siège social: L-2557 Luxembourg, 9A, rue Robert Stumper.

R.C.S. Luxembourg B 162.422.

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EXTRAIT

Il résulte des résolutions prises par l'associé unique de la Société en date du 2 mars 2015 que M. Frank Pletsch a été révoqué de sa fonction de gérant B de la Société, avec effet immédiat.

Il résulte des mêmes résolutions que M. German Bell, né le 25 juin 1974 à Gerolstein/Daun, Allemagne, ayant son adresse professionnelle au 9A, rue Robert Stumper, L-2557 Luxembourg, a été nommé gérant B de la Société avec effet immédiat et pour une durée indéterminée.

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

Pour extrait sincère et conforme

Dundee International (Luxembourg) Investments 6 S.à r.l.

Référence de publication: 2015036915/16.

(150042362) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Dundee International (Luxembourg) Investments 7 S.à r.l., Société à responsabilité limitée.

Siège social: L-2557 Luxembourg, 9A, rue Robert Stumper.

R.C.S. Luxembourg B 162.471.

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EXTRAIT

Il résulte des résolutions prises par l'associé unique de la Société en date du 2 mars 2015 que M. Frank Pletsch a été révoqué de sa fonction de gérant B de la Société, avec effet immédiat.

Il résulte des mêmes résolutions que M. German Bell, né le 25 juin 1974 à Gerolstein/Daun, Allemagne, ayant son adresse professionnelle au 9A, rue Robert Stumper, L-2557 Luxembourg, a été nommé gérant B de la Société avec effet immédiat et pour une durée indéterminée.

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

Pour extrait sincère et conforme

Dundee International (Luxembourg) Investments 7 S.à r.l.

Référence de publication: 2015036916/16.

(150042361) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Dundee International (Luxembourg) Investments 8 S.à r.l., Société à responsabilité limitée.

Siège social: L-2557 Luxembourg, 9A, rue Robert Stumper.

R.C.S. Luxembourg B 162.439.

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EXTRAIT

Il résulte des résolutions prises par l'associé unique de la Société en date du 2 mars 2015 que M. Frank Pletsch a été révoqué de sa fonction de gérant B de la Société, avec effet immédiat.

Il résulte des mêmes résolutions que M. German Bell, né le 25 juin 1974 à Gerolstein/Daun, Allemagne, ayant son adresse professionnelle au 9A, rue Robert Stumper, L-2557 Luxembourg, a été nommé gérant B de la Société avec effet immédiat et pour une durée indéterminée.

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

Pour extrait sincère et conforme
Dundee International (Luxembourg) Investments 8 S.à r.l.
Référence de publication: 2015036917/16.
(150042360) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Dundee International (Luxembourg) Investments 9 S.à r.l., Société à responsabilité limitée.

Siège social: L-2557 Luxembourg, 9A, rue Robert Stumper.
R.C.S. Luxembourg B 162.440.

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EXTRAIT

Il résulte des résolutions prises par l'associé unique de la Société en date du 2 mars 2015 que M. Frank Pletsch a été révoqué de sa fonction de gérant B de la Société, avec effet immédiat.

Il résulte des mêmes résolutions que M. German Bell, né le 25 juin 1974 à Gerolstein/Daun, Allemagne, ayant son adresse professionnelle au 9A, rue Robert Stumper, L-2557 Luxembourg, a été nommé gérant B de la Société avec effet immédiat et pour une durée indéterminée.

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

Pour extrait sincère et conforme
Dundee International (Luxembourg) Investments 9 S.à r.l.
Référence de publication: 2015036918/16.
(150042353) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Danske Invest Allocation, Société d'Investissement à Capital Variable.

Siège social: L-2540 Luxembourg, 13, rue Edward Steichen.
R.C.S. Luxembourg B 82.717.

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Les comptes annuels au 31 décembre 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.

Esch-sur-Alzette, le 3 mars 2015.
Pour DANSKE INVEST ALLOCATION
Société d'Investissement à Capital Variable
RBC Investor Services Bank S.A.
Société Anonyme

Référence de publication: 2015036920/14.
(150041687) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Dome Real Estate S.à r.l., Société à responsabilité limitée.

Capital social: EUR 80.000,00.

Siège social: L-2241 Luxembourg, 4, rue Tony Neuman.
R.C.S. Luxembourg B 124.822.

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Les comptes annuels au 31 décembre 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.

Le Gérant
Référence de publication: 2015036929/10.
(150041832) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Duet Trust and Fiduciary Services S.A., Société Anonyme.

Siège social: L-1930 Luxembourg, 16A, avenue de la Liberté.
R.C.S. Luxembourg B 89.325.

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Les comptes annuels clos 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: 2015036930/10.
(150042106) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Eastern European Media Holdings S.A., Société Anonyme.

Siège social: L-1420 Luxembourg, 5-11, avenue Gaston Diderich.
R.C.S. Luxembourg B 159.867.

Les comptes annuels au 31 juillet 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.

Le 18/02/2015.

Pour la Société

MARTIN JOHNSTON

Un administrateur

Référence de publication: 2015036933/13.

(150042138) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

EMT Investments S.à r.l., Société à responsabilité limitée.

Siège social: L-1855 Luxembourg, 46A, avenue J.F. Kennedy.
R.C.S. Luxembourg B 152.295.

Le Bilan et l'affectation du résultat 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 02 mars 2015.

Gérald Welvaert

Manager B

Référence de publication: 2015036953/13.

(150041955) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Esther Invest S.A., Société Anonyme.

Siège social: L-2449 Luxembourg, 5, boulevard Royal.
R.C.S. Luxembourg B 135.149.

Le bilan au 31/12/2014 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.

Luxembourg, le 3/3/2015.

Signature.

Référence de publication: 2015036959/10.

(150041571) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

European General Investments, Société Anonyme.

Siège social: L-1855 Luxembourg, 44, avenue J.F. Kennedy.
R.C.S. Luxembourg B 94.997.

Les comptes annuels au 31 décembre 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.

FIDUPAR

1, rue Joseph Hackin

L-1746 Luxembourg

Signatures

Référence de publication: 2015036964/13.

(150041575) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

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

Siège social: L-2227 Luxembourg, 29, avenue de la Porte-Neuve.
R.C.S. Luxembourg B 152.532.

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.

Finta S.à r.l.

Référence de publication: 2015036975/10.

(150042339) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Food Delivery Holding 2. S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1736 Senningerberg, 5, Heienhaff.

R.C.S. Luxembourg B 192.177.

Extrait des résolutions prises par l'associé unique de la Société en date du 4 mars 2015

En date du 4 mars 2015, l'associé unique de la Société a pris la résolution suivante:

- de nommer Monsieur Julien DE MAYER, né le 9 avril 1982 à Etterbeek, Belgique, résidant professionnellement à l'adresse suivante: 5, Heienhaff, L-1736 Senningerberg, en tant que nouveau gérant de catégorie B de la Société avec effet immédiat et ce pour une durée indéterminée.

En conséquence, le conseil de gérance de la Société est désormais composé comme suit:

- Monsieur Ralf WENZEL, gérant de catégorie A
- Monsieur Ulrich BINNINGER, gérant de catégorie B
- Monsieur Julien DE MAYER, gérant de catégorie B

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

Luxembourg, le 4 mars 2015.

Food Delivery Holding 2. S.à r.l.

Référence de publication: 2015036978/20.

(150041806) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Food Delivery Holding 3. S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1736 Senningerberg, 5, Heienhaff.

R.C.S. Luxembourg B 192.195.

Extrait des résolutions prises par l'associé unique de la Société en date du 4 mars 2015

En date du 4 mars 2015, l'associé unique de la Société a pris la résolution suivante:

- de nommer Monsieur Julien DE MAYER, né le 9 avril 1982 à Etterbeek, Belgique, résidant professionnellement à l'adresse suivante: 5, Heienhaff, L-1736 Senningerberg, en tant que nouveau gérant de catégorie B de la Société avec effet immédiat et ce pour une durée indéterminée.

En conséquence, le conseil de gérance de la Société est désormais composé comme suit:

- Monsieur Ralf WENZEL, gérant de catégorie A
- Monsieur Ulrich BINNINGER, gérant de catégorie B
- Monsieur Julien DE MAYER, gérant de catégorie B

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

Luxembourg, le 4 mars 2015.

Food Delivery Holding 3. S.à r.l.

Référence de publication: 2015036979/20.

(150041805) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

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

Siège social: L-8041 Strassen, 65, rue des Romains.

R.C.S. Luxembourg B 136.213.

RECTIFICATIF

La soussignée Maître Danielle KOLBACH, notaire de résidence à Redange-sur-Attert, (Grand-Duché de Luxembourg), déclare par les présentes que dans l'assemblée générale reçue par son ministère pour compte de la société à responsabilité limitée "FAMELUX S.à r.l.", établie et ayant son siège social à L-8041 Strassen, 65, rue des Romains, (Grand-Duché de Luxembourg), inscrite auprès du Registre de Commerce et des Sociétés de Luxembourg, section B, sous le numéro 136.213, en date du 19 février 2015, enregistré à Diekirch Actes Civils, relation: DAC/2015/2999, déposé au Registre de

Commerce et des Sociétés de Luxembourg, le 26 février 2015, référence: L150037984, non encore publié au Mémorial C, Recueil des Sociétés et Associations,

il y a lieu de procéder à la rectification suivante suite à une erreur matérielle dans l'adresse de l'un des associés de la société:

IL Y LIEU DE LIRE:

“1. - Herr Johan MEYERS, Bauingenieur (FH), wohnhaft in Gloucesterstasse 3, D-54296 Trier (Deutschland), Inhaber von fünfzig (50) Anteile der Gesellschaft”

AU LIEU DE:

“1. - Herr Johan MEYERS, Bauingenieur (FH), wohnhaft in Zur First 3A, D-54311 Trierweiler (Deutschland), Inhaber von fünfzig (50) Anteile der Gesellschaft”

Le notaire soussigné requiert la mention de cette rectification partout où cela s'avère nécessaire.

Signé: D. KOLBACH.

Enregistré à Diekirch A.C., le 24 février 2015. Relation: DAC/2015/3196. Reçu douze euros 12,00 €.

Le Receveur (signé): Jeannot THOLL.

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

Redange-sur-Attert, le 02 mars 2015.

Référence de publication: 2015036984/29.

(150042279) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Helispirit S.A., Société Anonyme.

Siège social: L-1420 Luxembourg, 117, avenue Gaston Diderich.

R.C.S. Luxembourg B 158.092.

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.

Mandataire

Référence de publication: 2015037051/10.

(150042238) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

HM MVS Luxco S.à r.l., Société à responsabilité limitée.

Siège social: L-1855 Luxembourg, 46A, avenue J.F. Kennedy.

R.C.S. Luxembourg B 137.672.

Les comptes annuels au 31 décembre 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.

Luxembourg, le 10 février 2015.

HM MVS Luxco S.à r.l.

David William Knickel / Manacor (Luxembourg) S.A.

- / Signature

Gérant A / Gérant B

Référence de publication: 2015037053/14.

(150041882) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

I.S.A. (International Sports Agency) s.à r.l., Société à responsabilité limitée.

Siège social: L-3222 Bettembourg, 63-73, route de Dudelange.

R.C.S. Luxembourg B 139.406.

Cession de parts sociales du 15 décembre 2014

Suite à une cession de parts sociales intervenues en date du 15 décembre 2014, la répartition des parts de la société I.S.A. (International Sports Agency) S.à r.l., société à responsabilité limitée, se présente de la façon suivante:

ZIMMER INVESTMENT sàrl.; 100 parts
 ici représenté par Monsieur Pascal ZIMMER
 domicilié à L-4965 Clemency, 18, rue de l'Église,
 Nombre de parts total: 100 parts
 Esch/Alzette, le 15 décembre 2014. M. Monsieur Pascal ZIMMER.
 Référence de publication: 2015037060/15.
 (150041722) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Green Way, Société Anonyme.

Siège social: L-9647 Doncols, 14, Chemin des Douaniers.
 R.C.S. Luxembourg B 146.423.

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.

Pour la société

Signatures

Administrateur délégué

Référence de publication: 2015037031/12.

(150042085) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

M Capital Advisors S.A., Société Anonyme.

Siège social: L-2320 Luxembourg, 68-70, boulevard de la Pétrusse.
 R.C.S. Luxembourg B 185.864.

AUSZUG

Es geht vom Protokoll der Verwaltungsratsitzung vom 02. Februar 2015 hervor dass:
 - Die Aktiengesellschaft BCB & PARTNERS S.A., mit Sitz in L - 2320 Luxembourg, 68-70, boulevard de la Pétrusse,
 eingetragen im Handelsregister unter der Nummer B83095 als beruflicher Hinterleger der Aktien der Gesellschaft für
 eine unbestimmte Zeit ernannt wurde laut neuem Gesetz vom 28.07.2014.

Luxemburg, den 5. März 2015.

Für gleichlautenden Auszug

Für die Gesellschaft

Référence de publication: 2015037207/15.

(150042199) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

M.B. Links S.à r.l., Société à responsabilité limitée.

Siège social: L-8832 Rombach, 13, route d'Arlon.
 R.C.S. Luxembourg B 161.242.

Les comptes annuels du 01/01/2013 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.

Référence de publication: 2015037208/10.

(150041645) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Mankind Investments SA, Société Anonyme.

R.C.S. Luxembourg B 161.864.

EXTRAIT

Par courrier recommandé en date du 26 février 2015, la société LPL Expert-comptable Sàrl résilie le contrat de
 domiciliation avec la société ci-après:

- Mankind Investments S.A., ayant son siège social au 20, rue Glesener, L-1630 Luxembourg, immatriculée au Registre
 de Commerce et des Sociétés de et à Luxembourg, section B, sous le numéro 161.864.

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

Luxembourg, le 05 mars 2015.

LPL Expert-Comptable Sàrl

Référence de publication: 2015037211/14.

(150042181) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Marsa Park Management S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 193.048.

Il résulte d'un contrat de transfert de parts sociales du 9 février 2015 que:

Les 12.500 parts sociales détenues par LINKSET ENTERPRISES LIMITED, ayant son siège social à Chypre au 7D, Nikou Kranidioti Street, bâtiment Tower 4, Flat/Office 302, étage 3rd Floor, CY - 2411 Egkomi-Nicosia ont été transférées à ECI - BPS Real Estate Fundusz Inwestycyjny Zamkniety Aktywow Niepublicznych, ayant son siège social à Varsovie, ul. Plocka 11/13, 01-231, Varsovie (Pologne) inscrite auprès du registre des fonds d'investissement par le tribunal régional de Varsovie, 7^e division civile sous le numéro 421 RFI, SIRET 141646543

Donnant suite à ce contrat de transfert de parts sociales susmentionné, l'associé unique de la Société est:

ECI - BPS Real Estate Fundusz Inwestycyjny Zamkniety Aktywow Niepublicznych, ayant son siège social à Varsovie, ul. Plocka 11 /13, 01 -231 Varsovie (Pologne).

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

Luxembourg, le 2 Mars 2015.

Pour MARSa PARK MANAGEMENT S.à r.l.

Un mandataire

Référence de publication: 2015037212/20.

(150042272) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Mauna International S.à r.l., Société à responsabilité limitée.

Siège social: L-2453 Luxembourg, 6, rue Eugène Ruppert.

R.C.S. Luxembourg B 98.587.

Extrait des résolutions prises par l'actionnaire unique en date du 17 février 2015

1. M. Hans DE GRAAF a démissionné de son mandat de gérant.

2. M. Gérard BIRCHEN, administrateur de sociétés, née à Esch-sur-Alzette (Luxembourg), le 13 décembre 1961, demeurant professionnellement à L-2453 Luxembourg, 6, rue Eugène Ruppert, a été nommé comme gérant pour une durée indéterminée.

Luxembourg, le 05 mars 2015.

Pour extrait sincère et conforme

Pour Mauna International S.à r.l.

Un mandataire

Référence de publication: 2015037214/16.

(150042115) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Marrow Asset Management S.A., Société Anonyme.

Siège social: L-5371 Schuttrange, 4, rue Hoimesbusch.

R.C.S. Luxembourg B 89.872.

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.

Echternach, le 5 mars 2015.

Signature.

Référence de publication: 2015037239/10.

(150041990) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Real Invest S.A., Société Anonyme.

Siège social: L-1116 Luxembourg, 6, rue Adolphe.
R.C.S. Luxembourg B 115.299.

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EXTRAIT

L'assemblée générale du 3 mars 2015 a renouvelé les mandats des administrateurs.

- Monsieur Manuel HACK, Administrateur, maître ès sciences économiques, 6, rue Adolphe, L-1116 Luxembourg, Luxembourg;

- Monsieur Laurent HEILIGER, Administrateur, licencié en sciences commerciales et financières, 6, rue Adolphe, L-1116 Luxembourg, Luxembourg;

- Madame Stéphanie GRISIUS, Administrateur-Président, M. Phil. Finance B. Sc. Economics, 6, rue Adolphe, L-1116 Luxembourg, Luxembourg.

Leurs mandats prendront fin lors de l'assemblée générale ordinaire statuant sur les comptes au 31 décembre 2019.

L'assemblée générale du 3 mars 2015 a renouvelé le mandat du Commissaire aux comptes.

- AUDIT.LU, réviseur d'entreprises, 42, rue des Cerises, L-6113 Junglinster, R.C.S. Luxembourg B 113.620.

Son mandat prendra fin lors de l'assemblée générale ordinaire statuant sur les comptes au 31 décembre 2019.

Luxembourg, le 3 mars 2015.

Pour REAL INVEST S.A.

Société anonyme

Référence de publication: 2015037350/22.

(150042195) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Realdom S.A., Société Anonyme.

R.C.S. Luxembourg B 140.085.

CF Corporate Services

Société Anonyme

2 avenue Charles de Gaulle

L - 1653 Luxembourg

R.C.S. Luxembourg B 165 872

A décidé de dénoncer le siège social avec effet au 26 février 2015 de la société

REALDOM S.A.

Société anonyme

2, avenue Charles de Gaulle

L - 1653 Luxembourg

Inscrite au Registre de Commerce et des Sociétés sous le numéro B 140 085

Luxembourg, le 26 février 2015.

CF Corporate Services

Société Anonyme

Le domiciliataire

Référence de publication: 2015037351/21.

(150041471) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Redia Properties S.A., Société Anonyme.

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

R.C.S. Luxembourg B 181.256.

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EXTRAIT

Il résulte des décisions prises par l'actionnaire unique de la Société en date du 6 février 2015 que:

- La démission de Monsieur Patrick MOINET, administrateur de classe A, avec effet au 13 février 2015, a été acceptée;

- Monsieur Martin HUBERT, né le 28 avril 1982 à Messancy, Belgique, demeurant professionnellement au 16, avenue Pasteur, L-2310 Luxembourg, a été nommé administrateur de classe A de la Société, avec effet au 13 février 2015 et jusqu'à l'assemblée générale qui statuera sur les comptes arrêtés au 31 décembre 2017.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 5 mars 2015.

Référence de publication: 2015037352/15.

(150042177) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

RI Menora Finco S.A., Société Anonyme.

Siège social: L-2168 Luxembourg, 127, rue de Mühlenbach.

R.C.S. Luxembourg B 171.972.

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Extrait des résolutions adoptées en date du 13 février 2015, lors de l'assemblée générale extraordinaire de la Société RI MENORA FINCO S.A.

- L'assemblée a décidé de renouveler le mandat de Monsieur Alexandre TASKIRAN en tant qu'administrateur de la Société et ce jusqu'au 26 septembre 2018.

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

RI MENORA FINCO S.A.

Signature

Un mandataire

Référence de publication: 2015037358/15.

(150042460) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Rominvest S.A., Société Anonyme.

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

R.C.S. Luxembourg B 97.727.

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Les comptes annuels au 30 juin 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.

Signature.

Référence de publication: 2015037360/10.

(150041764) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

RSC Holding S.A., Société Anonyme.

Siège social: L-2449 Luxembourg, 26, boulevard Royal.

R.C.S. Luxembourg B 157.535.

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EXTRAIT

Il résulte d'un procès-verbal tenu en date du 2 mars 2015 que:

- Le conseil d'administration décide de transférer le siège social du L-1331 Luxembourg, 59, boulevard Grande-Duchesse Charlotte au L-2449 Luxembourg, 26, boulevard Royal.

Pour extrait sincère et conforme

Référence de publication: 2015037363/12.

(150042226) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

S.C.L. Holding S.A., Société Anonyme.

Siège social: L-2661 Luxembourg, 44, rue de la Vallée.

R.C.S. Luxembourg B 130.101.

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EXTRAIT

Avec effet au 1^{er} janvier 2015, la société F.G.S. EXPERT COMPTABLE S.A.R.L., immatriculée auprès du Registre de Commerce de Luxembourg sous le numéro B146534, ayant son siège social au 44, rue de la Vallée, L-2661 Luxembourg, a donné sa démission en tant que Commissaire au compte de la société S.C.L. HOLDING S.A., immatriculée auprès du registre de Commerce et des Sociétés de Luxembourg sous le numéro B 130101.

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

Luxembourg, le 2 mars 2015.

F.G.S. EXPERT COMPTABLE S.A.R.L.

Signature

Référence de publication: 2015037366/16.

(150042340) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

S.T.E. S.à.r.l., Société à responsabilité limitée.

Siège social: L-1371 Luxembourg, 7, Val Sainte Croix.

R.C.S. Luxembourg B 104.394.

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: 2015037367/10.

(150041800) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Satoria Holding S.A., Société Anonyme.

Siège social: L-1840 Luxembourg, 11A, boulevard Joseph II.

R.C.S. Luxembourg B 162.193.

Hiermit kündige ich unser Mandat als Kommissar der Satoria Holding S.A. (R.C.S. Luxembourg B162193) mit sofortiger Wirkung.

Luxembourg, den 04.03.2015.

LCG International A.G.

Wolfram Voegele

Verwaltungsratsvorsitzender

Référence de publication: 2015037368/13.

(150042268) Déposé au registre de commerce et des sociétés de Luxembourg, le 5 mars 2015.

Aircraft Holding Solutions II Lux S.à r.l., Société à responsabilité limitée.

Capital social: USD 62.000,00.

Siège social: L-2453 Luxembourg, 5C, rue Eugène Ruppert.

R.C.S. Luxembourg B 179.483.

In the year two thousand and fourteen, on the thirty-first day of December.

Before Maître Francis Kessler, notary public established in Esch-sur- Alzette, Grand Duchy of Luxembourg.

There appeared:

Castlelake Aviation II, LP, a limited partnership formed and existing under the laws of Delaware, having its registered office located at the Corporation Trust Company, Corporation Trust Center 1209 Orange Street, Wilmington, Delaware, 19801, and registered with the Secretary of State of Delaware under number 4674771 ("Shareholder 1");

Castlelake II, LP, a limited partnership formed and existing under the laws of Delaware, having its registered office located at the Corporation Trust Company, Corporation Trust Center 1209 Orange Street, Wilmington, Delaware, 19801, and registered with the Secretary of State of Delaware under number 4915729 ("Shareholder 2"); and

Castlelake II Opportunities, LP, a limited partnership formed and existing under the laws of Delaware, having its registered office located at the Corporation Trust Company, Corporation Trust Center 1209 Orange Street, Wilmington, Delaware, 19801, and registered with the Secretary of State of Delaware under number 5004095, ("Shareholder 3" hereafter together with Shareholder 1 and Shareholder 2 referred to as the "Shareholders"),

represented by Mrs. Sofia Afonso-Da Chao Conde, private employee, with professional address at 5, rue Zénon Bernard, L-4030 Esch-sur-Alzette, by virtue of proxies given under private seal.

Such proxies having been initialled "ne varietur" by the proxy holder acting on behalf of the appearing parties and the undersigned notary, shall remain attached to this deed to be filed with such deed with the registration authorities.

The appearing parties, represented as stated here above, have requested the undersigned notary to record as follows:

I.- The appearing parties are the shareholders of Aircraft Holding Solutions II Lux S.à r.l., a private limited liability company (société à responsabilité limitée), organized and existing under the laws of Luxembourg, having its registered office at 5c, rue Eugène Ruppert, L-2453 Luxembourg, Grand Duchy of Luxembourg, and registered with the Luxembourg Trade and Companies Register under number B 179.483 (the "Company"), incorporated by a deed enacted by notary Martine Schaeffer, on 15 July 2013, published in the Luxembourg official gazette (Mémorial C, Recueil des Sociétés et

Associations) number 2433 on 2 October 2013. The articles of association of the Company have not been amended since then.

II.- The 52,000 (fifty-two thousand) shares of the Company with a nominal value of USD 1 (one United States Dollar) each, representing the whole share capital of the Company, are represented so that the meeting can validly decide on all the items of the agenda, of which the Shareholders expressly state having been duly informed beforehand.

III.- The agenda of the meeting is the following:

Agenda

1. Waiving of notice right;
2. Increase of the share capital of the Company by an amount of USD 10,000 (ten thousand United States Dollars), so as to raise it from its current amount of USD 52,000 (fifty-two thousand United States Dollars) to USD 62,000 (sixty-two thousand United States Dollars) by the issuance of 10,000 (ten thousand) new shares with a nominal value of USD 1 (one United States Dollar) each;
3. Subscription and payment by the contributor of the new shares by way of a contribution in kind;
4. New composition of the shareholding of the Company;
5. Amendment of the first paragraph of article 5 of the articles of association of the Company in order to reflect such action; and
6. Miscellaneous.

After the foregoing was approved, the Shareholders have taken the following resolutions:

First resolution:

The Shareholders resolve to waive their right to the prior notice of the current meeting, acknowledge being sufficiently informed on the agenda, consider being validly convened and therefore agree to deliberate and vote upon all the items of the agenda. The Shareholders declare that all the relevant documentation has been put at the disposal of the Shareholders within a sufficient period of time in order to allow them to examine carefully each document.

Second resolution:

The Shareholders resolve to increase the share capital of the Company by an amount of USD 10,000 (ten thousand United States Dollars), so as to raise it from its current amount of USD 52,000 (fifty-two thousand United States Dollars) to USD 62,000 (sixty-two United States Dollars) by the issuance of 10,000 (ten thousand) new shares, with a nominal value of USD 1 (one United States Dollar) (the "New Shares"), the whole to be fully paid up through (i) a contribution in kind made by Shareholder 1 consisting in certain receivables against the Company having a principal amount of USD 138,600 (one hundred thirty-eight thousand six hundred United States Dollars) (the "Contribution 1"), (ii) a contribution in kind made by Shareholder 2 consisting in certain receivables against the Company having a principal amount of USD 57,915 (fifty-seven thousand nine hundred fifteen United States Dollars) (the "Contribution 2"), and (iii) a contribution in kind made by Shareholder 3 consisting in certain receivables against the Company having a principal amount of USD 1,485 (one thousand four hundred eighty-five United States Dollars) (the "Contribution 3" hereafter together with Contribution 1 and Contribution 2 referred to as the "Contributions").

Third resolution:

It is unanimously resolved to accept the subscription and the payment by the Shareholders of the New Shares as described below.

Intervention - Subscription - Payment

Thereupon intervene the Shareholders, who declare to subscribe the New Shares as follows:

Shareholder 1: 7,000 (seven thousand) shares

Shareholder 2: 2,925 (two thousand nine hundred twenty-five) shares

Shareholder 3: 75 (seventy-five) shares

Valuation

The fair market value of the Contribution 1 amounts to USD 138,600 (one hundred thirty-eight thousand six hundred United States Dollars).

The fair market value of the Contribution 2 amounts to USD 57,915 (fifty-seven thousand nine hundred fifteen United States Dollars).

The fair market value of the Contribution 3 amounts to USD 1,485 (one thousand four hundred eighty-five United States Dollars).

The balance of the value of the Contribution 1 of USD 131,600 (one hundred thirty-one thousand six hundred United States Dollars) exceeding the nominal value of the shares subscribed by Shareholder 1 shall be allocated to the share premium account of the Company.

The balance of the value of the Contribution 2 of USD 54,990 (fifty-four thousand nine hundred ninety United States Dollars) exceeding the nominal value of the shares subscribed by Shareholder 2 shall be allocated to the share premium account of the Company.

The balance of the value of the Contribution 3 of USD 1,410 (one thousand four hundred ten United States Dollars) exceeding the nominal value of the shares subscribed by Shareholder 3 shall be allocated to the share premium account of the Company.

Such valuation has been approved by the managers of the Company pursuant to a statement of contribution value dated 30 December 2014, which shall remain annexed to this deed to be submitted with it to the formality of registration.

Evidence of the Contribution's existence

A proof of the existence of the Contributions has been given to the Company.

Fourth resolution:

As a consequence of the foregoing statements and resolutions, the shareholding of the Company is now composed of:

Castlelake Aviation II, LP: 43,400 (forty-three thousand four hundred) shares

Castlelake II, LP: 18,135 (eighteen thousand one hundred thirty-five) shares

Castlelake II Opportunities, LP: 465 (four hundred sixty-five) shares

Fifth resolution:

As a consequence of the foregoing statements and resolutions and the Contribution having been fully carried out, the Shareholders resolve to amend the first paragraph of article 5 of the Company's articles of association so as to read as follows:

“ **Art. 5.** The Company share capital is set at 62,000 USD (sixty-two thousand United States Dollars), represented by 62,000 (sixty-two thousand) shares with a nominal value of USD 1 (one United States Dollar) each.”

No other amendment is to be made to this article.

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

Declaration

Whereof, the present notarial deed was drawn up in Esch-sur-Alzette, on the day named at the beginning of this document.

The document having been read to the person appearing, she signed together with us, the notary, the present original deed.

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

Traduction française du texte qui précède:

L'an deux mille quatorze, le trente-et-unième jour du mois de décembre.

Par devant Maître Francis Kessler, notaire public établi à Esch-sur-Alzette, Grand-Duché de Luxembourg.

A comparu:

Castlelake Aviation II, LP, un limited partnership régi par la loi du Delaware, ayant son siège social à The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Etat du Delaware, immatriculé sous le numéro 4674771 ("Associé 1");

Castlelake II, LP, un limited partnership régi par la loi du Delaware, ayant son siège social à The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Etat du Delaware, immatriculé sous le numéro 4915729 ("Associé 2"); et

Castlelake II Opportunities, LP, un limited partnership régi par la loi du Delaware, ayant son siège social à The Corporation Trust Company, Corporation Trust Center, 1209 Orange Street, Wilmington, New Castle County, Etat du Delaware, immatriculé sous le numéro 5004095 ("Associé 3" ci-après conjointement avec Associé 1 et Associé 2 dénommés les «Associés»),

ici dûment représentées par Mme Sofia Afonso-Da Chao Conde, clerc de notaire, avec adresse professionnelle sise au 5, rue Zénon Bernard, L-4030 Esch-sur- Alzette, Grand-Duché de Luxembourg, en vertu des procurations données sous seing privé.

Lesdites procurations après avoir été signées «ne varietur» par le mandataire agissant au nom de les parties comparantes et le notaire instrumentant, demeureront annexées au présent acte pour être enregistrées avec celui-ci auprès des autorités de l'enregistrement.

Les parties comparantes, représentées tel que décrit ci-dessus, ont requis du notaire instrumentant d'acter ce qui suit:

I - Les parties comparantes sont les associés de Aircraft Holding Solutions II Lux S.à r.l., une société à responsabilité limitée constituée selon les lois du Grand-Duché de Luxembourg, ayant son siège social au 5C, rue Eugène Ruppert, L-2453, Luxembourg, Grand-Duché de Luxembourg et immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 179.483, constituée suivant acte reçu par Maître Martine Schaeffer, le 15 juillet 2013, publié au Mémorial C, Recueil des Sociétés et Associations numéro 2433 le 2 octobre 2013 (la «Société»). Les statuts de la Société n'ont pas été modifiés depuis.

II - Que les 52.000 (cinquante-deux mille) parts sociales d'une valeur nominale de 1 USD (un Dollar Américain) chacune, représentant la totalité du capital social de la Société, sont représentées de sorte que l'assemblée peut valablement se prononcer sur tous les points de l'ordre du jour, dont les Associés reconnaissent avoir été dûment préalablement informés.

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

Ordre du jour

1. Renonciation au droit de convocation préalable;
2. Augmentation du capital social de la Société d'un montant de 10.000 USD (dix mille Dollars Américains) afin de le porter de son montant actuel de 52.000 USD (cinquante-deux mille Dollars Américains) à 62.000 USD (soixante-deux mille Dollars Américains) par l'émission de 10.000 (dix mille) nouvelles parts sociales d'une valeur nominale de 1 USD (un Dollar Américain);
3. Souscription et libération par l'apporteur des nouvelles parts sociales par voie d'un apport en nature;
4. Nouvelle composition du capital de la Société;
5. Modification subséquente du premier paragraphe de l'article 5 des statuts de la Société; et
6. Divers.

Suite à l'approbation de ce qui précède par les Associés, les résolutions suivantes ont été adoptées:

Première résolution:

les Associés décident de renoncer à leur droit de recevoir la convocation préalable afférente à la présente assemblée; les Associés reconnaissent avoir été suffisamment informés de l'ordre du jour et considèrent que l'assemblée a été valablement convoquée et en conséquence acceptent de délibérer et voter sur tous les points figurant à l'ordre du jour. Il est en outre décidé que l'ensemble de la documentation pertinente a été mise à la disposition des Associés dans un délai suffisant afin de leur permettre un examen attentif de chaque document.

Deuxième résolution:

Les Associés décident d'augmenter le capital social de la Société d'un montant de 10.000 USD (dix mille Dollars Américains) afin de le porter de son montant actuel de 52.000 USD (cinquante-deux mille Dollars Américains) à 62.000 USD (soixante-deux mille Dollars Américains) par l'émission de 10.000 (dix mille) nouvelles parts sociales d'une valeur nominale de 1 USD (un Dollar Américain) (les «Nouvelles Parts Sociales»), le tout devant être entièrement libéré au moyen (i) d'un apport en nature fait par Associé 1 consistant en des créances contre la Société d'un montant principal de 138.600 USD (cent trente-huit mille six cent dollars américains) (l'«Apport 1»), (ii) d'un apport en nature fait par Associé 2 consistant en des créances contre la Société d'un montant principal de 57.915 USD (cinquante-sept mille neuf cent quinze dollars américains) (l'«Apport 2»), et (iii) d'un apport en nature fait par Associé 3 consistant en des créances contre la Société d'un montant principal de 1.485 USD (mille quatre cent quatre-vingt-cinq dollars américains) (l'«Apport 3»).

Troisième résolution:

Il est décidé à l'unanimité d'accepter la souscription et le paiement par les Associés des Nouvelles Parts Sociales tel que décrit ci-après.

Intervention - Souscription - Paiement

Intervient ensuite les Associés, qui déclarent souscrire les Nouvelles Parts Sociales comme suit:

Associé 1: 7.000 (sept mille) parts sociales

Associé 2: 2.925 (deux mille neuf cent vingt-cinq) parts sociales

Associé 3: 75 (soixante-quinze) parts sociales

Evaluation

La valeur nette de l'Apport 1 s'élève à 138.600 USD (cent trente-huit mille six cent dollars américains).

La valeur nette de l'Apport 2 s'élève à 57.915 USD (cinquante-sept mille neuf cent quinze dollars américains).

La valeur nette de l'Apport 3 s'élève à 1.485 USD (mille quatre cent quatre-vingt-cinq dollars américains).

Le solde de la valeur de l'Apport 1 de 131.600 USD (cent trente-et-un mille six cent) qui dépasse la valeur nominale des parts sociales souscrites par Associé 1 est affecté au compte de prime d'émission de la Société.

Le solde de la valeur de l'Apport 2 de 54.990 USD (cinquante-quatre mille neuf cent quatre-vingt-dix) qui dépasse la valeur nominale des parts sociales souscrites par Associé 2 est affecté au compte de prime d'émission de la Société.

Le solde de la valeur de l'Apport 3 de 1.410 USD (mille quatre cent dix) qui dépasse la valeur nominale des parts sociales souscrites par Associé 3 est affecté au compte de prime d'émission de la Société.

Une telle évaluation a été approuvée par les gérants de la Société conformément à une déclaration sur la valeur de l'apport en date du 30 décembre 2014, qui restera annexée au présent acte pour être soumise avec lui aux formalités d'enregistrement.

Preuve de l'existence de l'Apport

Preuve de l'existence de l'Apport a été donnée à la Société.

Quatrième résolution:

En conséquence des déclarations et résolutions précédentes, la participation au capital social de la Société est désormais composée de:

- Castlelake Aviation II, LP: 43.400 (quarante-trois mille quatre cent) parts sociales.
- Castlelake II, LP: 18.135 (dix-huit mille cent trente-cinq) parts sociales.
- Castlelake II Opportunities, LP: 465 (quatre cent soixante cinq) parts sociales.

Cinquième résolution:

En conséquence des déclarations et résolutions précédentes et l'Apport ayant été totalement réalisé, il est décidé de modifier le premier paragraphe de l'article 5 des statuts de la Société pour lui donner la teneur suivante:

« **Art. 5.** Le capital social de la Société est fixé à 62.000 USD (soixante-deux mille Dollars Américains), représenté par 62.000 (soixante-deux mille) parts sociales d'une valeur nominale de 1 USD (un Dollar Américain) chacune».

Aucune autre modification n'étant apportée à cet article.

Aucun autre point n'ayant à être traité devant l'assemblée, celle-ci a été ajournée.

Déclaration

Dont acte, fait et passé à Esch-sur-Alzette, au jour indiqué en tête du présent document.

The document having been read to the person appearing, she signed together with us, the notary, the present original deed.

Le notaire soussigné, qui comprend et parle l'anglais, déclare que sur demande de la personne présente à l'assemblée, le présent acte est établi en anglais suivi d'une traduction française. Sur demande de la même personne et en cas de divergences entre le texte anglais et français, la version anglaise prévaudra.

Signé: Conde, Kessler.

Enregistré à Esch/Alzette Actes Civils, le 09 janvier 2015. Relation: EAC/2015/800. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): Santioni A.

POUR EXPEDITION CONFORME

Référence de publication: 2015036145/224.

(150041278) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 mars 2015.

Fortis Private Real Estate Holding S.A. ou en abrégé FPRE HOLDING S.A., Société Anonyme.

Siège social: L-1855 Luxembourg, 44, avenue J.F. Kennedy.

R.C.S. Luxembourg B 105.847.

CLÔTURE DE LIQUIDATION

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

Par devant Maître Henri Hellinckx, notaire de résidence à Luxembourg (Grand-Duché de Luxembourg).

S'est réunie

l'assemblée générale extraordinaire de la société anonyme "FORTIS PRIVATE REAL ESTATE HOLDING S.A. ou en abrégé FPRE HOLDING S.A." (R.C.S. Luxembourg numéro B 105.847) (ci-après, la "Société"), ayant son siège social à L-1855 Luxembourg, 44, avenue J.F. Kennedy, constituée suivant acte reçu par Maître André Schwachtgen, alors notaire de résidence à Luxembourg, en date du 27 janvier 2005, publié au Mémorial C Recueil des Sociétés et Associations numéro 484 du 24 mai 2005, et dont les statuts ont été modifiés suivant acte reçu par le notaire instrumentant, en date du 4 juillet 2011, publié au Mémorial Recueil des Sociétés et Associations numéro 2644 du 31 octobre 2011.

La société a été mise en liquidation suivant acte reçu par le notaire instrumentant en date du 24 novembre 2014, non encore publié au Mémorial C Recueil des Sociétés et Associations.

L'assemblée est présidée par Monsieur Régis Galiotto, demeurant professionnellement à Luxembourg.

Le président désigne comme secrétaire Madame Solange Wolter-Schieres, demeurant professionnellement à Luxembourg.

et l'assemblée choisit comme scrutateur Madame Elena Toshkova, demeurant professionnellement à Luxembourg.

Le bureau ayant ainsi été constitué, Monsieur le Président expose et prie le notaire instrumentaire d'acter:

I.- Les actionnaires présents ou représentés à l'assemblée et le nombre d'actions possédées par chacun d'eux ont été portés sur une liste de présence, laquelle, contrôlée et signée par les actionnaires présents, les mandataires de ceux représentés et par le notaire instrumentant, sera conservée à l'étude de celui-ci.

Les procurations des actionnaires représentés, après avoir été signées "ne varietur" par les comparants et le notaire instrumentant, demeureront annexées au présent acte lequel elles seront enregistrées.

II.- Il résulte de ladite liste de présence que toutes les sept cents (700) actions représentant l'intégralité du capital social sont représentées de sorte que la présente assemblée est régulièrement constituée et peut délibérer valablement, telle qu'elle est constituée, sur les objets portés à l'ordre du jour, qui est conçu comme suit:

Ordre du jour:

1. Rapport du commissaire-vérificateur;
 2. Approbation des comptes à la liquidation;
 3. Décharge à accorder au liquidateur et au commissaire-vérificateur;
 4. Clôture de la liquidation;
 5. Détermination de l'endroit où les livres sociaux et autres documents seront conservés pour une période de 5 ans.
- Après délibération, l'assemblée prend à l'unanimité les résolutions suivantes:

Première résolution

L'assemblée générale décide d'approuver le rapport du commissaire-vérificateur.

Deuxième résolution

L'assemblée générale décide d'approuver les comptes de liquidation.

Troisième résolution

L'assemblée générale décide de donner décharge au liquidateur et au commissaire-vérificateur pour l'exécution de leur mandat.

Quatrième résolution

L'assemblée générale prononce la clôture de la liquidation de la société FPRE Holding et constate que la société a cessé définitivement d'exister.

Cinquième résolution

Les documents sociaux seront déposés et conservés chez BNP Paribas Real Estate Investments Management S.A., 44, Avenue J.F. Kennedy, L-1855 Luxembourg pendant une période de 5 ans.

L'ordre du jour étant épuisé, la séance est levée.

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

Et après lecture faite et interprétation donnée aux comparants, connus du notaire par leur nom, prénom usuel, état et demeure, ils ont signé avec Nous notaire le présent acte.

Signé: R. GALIOTTO, S. WOLTER, E. TOSHKOVA et H. HELLINCKX.

Enregistré à Luxembourg A.C. 1, le 2 janvier 2015. Relation: LAC/2015/31. Reçu soixante-quinze euros (75.- EUR).

Le Receveur (signé): I. THILL.

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

Luxembourg, le 13 février 2015.

Référence de publication: 2015036333/61.

(150040575) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 mars 2015.

Provendis S.A., Société Anonyme.

Siège social: L-1931 Luxembourg, 45, avenue de la Liberté.
R.C.S. Luxembourg B 158.920.

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EXTRAIT

Il résulte des résolutions prises lors de l'Assemblée Générale Statutaires des Actionnaires tenue exceptionnellement en date du 24 septembre 2014 que:

1. L'assemblée décide de reconduire les mandats des Membres du Conseil de surveillance, comme suit:

En tant que Membre du Conseil de surveillance de catégorie A de:

- Monsieur Roger ROSNOBLET, Directeur de sociétés, né le 14 octobre 1940 à Annemasse, France, demeurant au 3, rue Albert-Gros, CH-1206 Genève, Suisse,
- Monsieur Marc DILLESEGER, Directeur de sociétés, né le 24 novembre 1935 à Oullins, France, demeurant au 29, rue du pont de Thé, F-74940 Annecy-le-Vieux, France,
- Monsieur Pascal DUPONT, Directeur de sociétés, né le 11 septembre 1942 à Paris, France, demeurant au 22, Allée des Prés, F-74570 Groisy, France,
- Monsieur Marcel PAUL, Directeur de sociétés, né le 9 janvier 1932 à Pierre-de-Bresse, France, demeurant au 20, Allée du Tenailler, F-74940 Annecy-le-Vieux, France,

En tant que Membre du Conseil de surveillance de catégorie B de:

- Monsieur Stéphane ALLART, expert-comptable, né le 19 février 1981 à Uccle (Belgique), résidant professionnellement au 45 avenue de la Liberté, L-1931 Luxembourg,
pour une nouvelle période d'un an. Leurs mandats viendront à échéance lors de l'Assemblée Générale Statutaire de l'an 2015.

2. L'assemblée décide de reconduire le mandat de commissaire aux comptes de la société Magister Audit Services S.à r.l., Société à Responsabilité Limitée, 45 Avenue de la Liberté, L - 1931 Luxembourg, RCS B 183.813 pour une nouvelle période d'un an. Son mandat viendra à échéance lors de l'Assemblée Générale Statutaire de l'an 2015.

3. L'assemblée décide de ratifier la reconduction des mandats des membres du Directoire de:

- Madame Christelle ROSNOBLET, Directrice de sociétés, née le 13 septembre 1972 à Annecy, France, demeurant au 1, rue de Vénétié, F-74940 Annecy-le-Vieux, France,
- Monsieur Stéphane ROSNOBLET, Directeur de sociétés, né le 7 mai 1968 à Annecy, France, demeurant au 1, rue de Vénétié, F-74940 Annecy-le-Vieux, France,
pour une période d'un an, soit jusqu'à l'Assemblée Générale Statutaire de l'an 2015.

4. La démission de Monsieur Pierre Mestdagh de son mandat de membre du Conseil de Surveillance de catégorie B, est acceptée.

5. L'assemblée approuve la nomination de Monsieur Olivier Dedobbeleer, employé privé, né le 9 avril 1983 à B - Namur, demeurant professionnellement au 45 Avenue de la Liberté à L - 1931 Luxembourg en tant que membre du Conseil de Surveillance de catégorie B, en remplacement du membre du Conseil de Surveillance démissionnaire, pour une période statutaire d'un an, soit jusqu'à l'assemblée générale des actionnaires de l'an 2015.

6. L'assemblée ratifie la nomination de Monsieur Pierre Mestdagh, employé privé, né le 21 novembre 1961 à B - Etterbeek, demeurant professionnellement au 45 Avenue de la Liberté, L - 1931 Luxembourg, en tant que membre supplémentaire du Directoire, pour une période statutaire d'un an, soit jusqu'à l'assemblée générale des actionnaires de l'an 2015.

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

Pour extrait conforme
Luxembourg.

Référence de publication: 2015036579/47.

(150040940) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 mars 2015.

Datacenter Luxembourg SA, Société Anonyme.

Capital social: EUR 753.262,49.

Siège social: L-3372 Leudelange, 2, rue Léon Laval.
R.C.S. Luxembourg B 77.200.

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L'an deux mille quatorze, le vingt-neuf décembre.

Par devant Maître Henri Hellinckx, notaire de résidence à Luxembourg.

S'est réunie

l'Assemblée Générale Extraordinaire des actionnaires de la société anonyme Datacenter Luxembourg S.A. (ci-après la «Société»), ayant son siège social à L-3372 Leudelange, au 2 rue Léon Laval, inscrite au registre de commerce de Luxembourg sous le numéro B77200, constituée suivant acte notarié en date du 27 juillet 2000, publié au Mémorial, Recueil Spécial C numéro 19 du 11 janvier 2001 et dont les statuts ont été modifiés en dernier lieu suivant acte reçu en date du 19 avril 2012, par Maître Henri Hellinckx, notaire de résidence à Luxembourg et publié au Mémorial, Recueil Spécial C, numéro 1546 du 20 juin 2012.

L'assemblée est ouverte à 14 heures, sous la présidence de Xavier Buck demeurant professionnellement à Leudelange.

Le Président désigne comme secrétaire Solange Wolter-Schieres, demeurant professionnellement à Luxembourg

L'assemblée choisit comme scrutateur Pierre Mangeot, demeurant professionnellement à Leudelange.

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

A.- Que la présente assemblée générale extraordinaire a pour:

Ordre du jour

1. Modification des statuts de la Société pour prévoir une autorisation accordée au conseil d'administration de la Société afin d'augmenter le capital social de la Société dans le cadre du mécanisme du capital autorisé comme le permet l'article 32 de la loi sur les sociétés commerciales du 10 Août 1915;

2. Modification consécutive de l'article 3 des statuts de la Société; et

3. Divers

B.- Les actionnaires présents ou représentés, les mandataires des actionnaires représentés et le nombre d'actions qu'ils détiennent sont renseignés sur une liste de présence, signée par le bureau de l'assemblée, les actionnaires présents, les mandataires des actionnaires représentés et le notaire soussigné. Ladite liste de présence restera annexée au présent acte pour être soumise avec lui aux formalités de l'enregistrement.

Les procurations des actionnaires représentés, après avoir été paraphées "ne varietur" par les comparants, resteront également annexées au présent acte.

C.- Toutes les 166.495.760 (cent soixante six millions quatre cent quatre vingt quinze mille sept cent soixante) actions portant droit de vote étant présentes ou représentées à la présente assemblée, il a pu être fait abstraction des convocations d'usage, les actionnaires présents ou représentés se reconnaissant dûment convoqués et déclarant par ailleurs avoir eu connaissance de l'ordre du jour qui leur a été communiqué au préalable.

D.- La présente assemblée, réunissant l'intégralité du capital social votant est régulièrement constituée et peut délibérer valablement, telle qu'elle est constituée, sur les points portés à l'ordre du jour.

L'Assemblée est ainsi régulièrement constituée et peut délibérer sur l'ordre du jour.

Suite à la revue des différents points de l'ordre du jour, les résolutions suivantes ont été adoptées par l'Assemblée:

Première résolution

Les Actionnaires reconnaissent qu'ils ont été suffisamment informés de l'ordre du jour et qu'ils se considèrent avoir été valablement convoqués et en conséquence acceptent de délibérer de voter sur tous les points portés à l'ordre du jour. Il est en outre décidé que toute la documentation produite lors de cette assemblée a été mise à la disposition des Actionnaires dans un laps de temps suffisant afin de leur permettre un examen attentif de chaque document.

Deuxième résolution

L'Assemblée décide d'instaurer un capital autorisé d'un montant de neuf cent vingt et un mille six cent trente-huit Euros et quarante-neuf cents (EUR 921.638,49) qui sera représenté par cinquante-deux millions huit cent soixante mille cent quatre-vingt-deux (52.860.182) actions de catégorie A, sans désignation de valeur nominale et autorise le conseil d'administration durant une période de deux ans à partir de la date de publication du présent acte d'augmenter de temps en temps le capital souscrit dans les limites du capital autorisé.

Troisième résolution

Suite à la résolution ci-dessus, l'Assemblée décide de modifier l'article trois des statuts pour lui donner désormais la teneur suivante:

« **Art. 3.** Le capital social est fixé à EUR 753.262,49 (sept cent cinquante-trois mille deux cent soixante-deux euros et quarante-neuf cents) représenté par 236.479.760 (deux cent trente-six millions quatre cent soixante-dix-neuf mille sept cent soixante) actions sans valeur nominale dont 166.495.760 (cent soixante-six millions quatre cent quatre-vingt-quinze mille sept cent soixante) actions de catégorie A avec droit de vote (dites «actions ordinaires») et 69.984.000 (soixante-neuf millions neuf cent quatre-vingt-quatre mille) actions de catégorie B, sans désignation de valeur nominale).

Les actions sont nominatives ou au porteur au choix de l'actionnaire.

La société peut, dans la mesure et aux conditions prescrites par la loi, racheter ses propres actions.

Le capital autorisé est, pendant la durée telle que prévue ci-après, de neuf cent vingt et un mille six cent trente-huit Euros et quarante-neuf cents (EUR 921.638,49) qui sera représenté par cinquante-deux millions huit cent soixante mille cent quatre-vingt-deux (52.860.182) actions de catégorie A, sans désignation de valeur nominale.

Le conseil d'administration est autorisé, pendant une période expirant 2 (deux) années après la publication de l'acte modificatif des statuts de la Société du 29 décembre 2014 au Mémorial C, Recueil des Sociétés et Associations, à augmenter en une ou plusieurs fois le capital social tant que le capital social émis résultant de ces augmentations demeure égal ou inférieur au seuil de EUR 921.638,49 (neuf cent vingt et un mille six cent trente-huit euros et quarante-neuf cents).

Il peut être souscrit à ces augmentations de capital social (i) contre paiement en numéraire ou apport en nature en observant alors les prescriptions légales applicables ou (ii) par incorporation de réserves disponibles, profits reportés ou prime d'émission au capital social ou (iii) par le biais de la conversion d'un instrument de dette émis par la Société ou un prêt accordé à la Société, dans chaque cas à un prix d'émission déterminé par le conseil d'administration.

Le conseil d'administration peut déléguer à tout administrateur autorisé ou fondé de pouvoir de la Société ou à toute autre personne dûment autorisée, le droit d'accepter les souscriptions et de recevoir le paiement des actions représentant tout ou partie du montant d'une telle augmentation de capital.

A chaque augmentation de capital social de la Société par le conseil d'administration dans les limites du capital autorisé, le premier paragraphe de l'article trois des statuts sera modifié en conséquence et le conseil d'administration prendra ou autorisera toute personne à faire toutes les démarches nécessaires en vue de l'exécution et de la publication de ladite modification.

Les actions à souscrire en numéraire doivent être proposées par préférence aux actionnaires en proportion du capital représenté par leurs actions.

Si plusieurs classes d'actions ont été émises et que ces actions dépendent de la même classe, le conseil d'administration pourra alors réserver le droit préférentiel de souscription aux détenteurs de cette classe d'actions uniquement ou attribuer le droit préférentiel de souscription aux détenteurs des autres classes uniquement après que ce droit ait été exercé par les détenteurs d'actions de la classe pour laquelle les actions ont été émises.»

Plus rien ne figurant à l'ordre du jour, la réunion est levée à 14.30 heures.

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

Et après lecture faite et interprétation donnée aux comparants, ils ont signé avec Nous notaire le présent acte.

Signé: X. BUCK, S. WOLTER, P. MANGEOT et H. HELLINCKX.

Enregistré à Luxembourg A.C. 1, le 6 janvier 2014. Relation: 1LAC/2015/289. Reçu soixante-quinze euros (75.- EUR).

Le Receveur (signé): I. THILL.

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

Luxembourg, le 13 février 2015.

Référence de publication: 2015036258/95.

(150041129) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 mars 2015.

M & G Chemicals Brazil S.A., Société Anonyme.

Siège social: L-1855 Luxembourg, 37A, avenue J.F. Kennedy.

R.C.S. Luxembourg B 192.220.

In the year two thousand and fifteen, on the thirteenth day of January.

Before Us Me Cosita Delvaux, notary residing in Luxembourg, Grand Duchy of Luxembourg,

is held:

an extraordinary general meeting of the sole shareholder (the Meeting) of M&G Chemicals Brazil S.A., a public limited liability company (société anonyme), having its registered office at 37/a, avenue J.F. Kennedy, L-1855 Luxembourg, and registered with the Luxembourg Trade and Companies Register under the number B 192220 (the Company). The Company has been incorporated pursuant to a deed of the undersigned notary dated 13 November 2014, published in the Mémorial C, Recueil des Sociétés et Associations, number 3876 of 15 December 2014. The articles of association of the Company (the Articles) have been amended for the last time by a deed of the undersigned notary dated 13 January 2015, not yet published in the Mémorial C, Recueil des Sociétés et Associations.

Mr Luca GATTO, professionally residing in Italy, has been designated as chairman (the Chairman). The Chairman appoints Mr Massimo MARTINETTO, professionally residing in Luxembourg, as secretary of the Meeting (the Secretary). The Meeting elects Mr Emmanuel LAMAUD attorney-at-law, professionally residing in Luxembourg, as scrutineer of the Meeting (the Scrutineer),

(the Chairman, the Secretary and the Scrutineer are collectively referred to hereafter as the Bureau).

The sole shareholder of the Company represented at the Meeting and the number of shares it holds are indicated on an attendance list which will remain attached to the present deed after having been signed by the representative of the sole shareholder, the members of the Bureau and the undersigned notary.

The proxy from the sole shareholder, after signature ne varietur by all appearing parties and the undersigned notary, will also remain attached to the present deed in order to be filed at the same time with the registration authorities.

The Bureau having thus been constituted, the Chairman declares and requests the notary to state that:

I. It appears from the attendance list established and certified by the members of the Bureau that all the 8,964,170,000 (eight billion nine hundred sixty-four million one hundred seventy thousand) shares with a par value of USD 0.0001 (0.01 Cent), representing the entire subscribed share capital of the Company of USD 896,417 (eight hundred ninety-six thousand four hundred seventeen US Dollars) are duly represented at this Meeting which is consequently regularly constituted and may deliberate upon the items of the agenda, hereinafter reproduced, without prior notice.

II. The agenda of the Meeting is worded as follows (any terms not otherwise defined in the agenda shall have the meanings ascribed to them in the Articles as to be amended and restated under the shareholder resolution proposed to be passed under item (9) of the agenda (the Amended and Restated Articles)):

(1) Waiver of the convening notices;

(2) Creation of (a) Common Shares with such terms as set forth in the Amended and Restated Articles, (b) Beneficiary Certificates A with such terms as set forth in the Amended and Restated Articles; and without limiting the foregoing express acknowledgement and approval that the Beneficiary Certificates A may carry voting rights and are convertible automatically, i.e. by mere operation of the terms of the Amended and Restated Articles into Common Shares and (c) Beneficiary Certificates B with such terms as set forth in the Amended and Restated Articles below; and without limiting the foregoing express acknowledgement and approval that the Beneficiary Certificates B shall be entitled to preferential distribution in accordance with the Amended and Restated Articles;

(3) (A) Grant of an authorisation to the board of directors of the Company (the Board) under the authorised share capital pursuant to which the Board, subject to and effective as of the fulfilment of the Condition, and for a period of five years starting as of the fulfilment of the Condition, (a) may, and under certain conditions, shall issue up to 18,200,000,000 (eighteen billion two hundred million) Beneficiary Certificates A convertible into Conversion Common Shares in accordance with the Amended and Restated Articles (as defined below) and with such other terms as set forth in the Amended and Restated Articles), with an accounting par value of USD 0.0001 (0.01 Cent) each, to the Investor for an aggregate issue price to be paid in cash of USD 1,820,000 (one million eight hundred twenty thousand US Dollars), representing a total share capital increase upon conversion into Conversion Common Shares of USD 1,820,000 (one million eight hundred twenty thousand US Dollars) and (b) may suppress or limit any preferential or pre-emptive rights of any type of the Shareholders for the purpose of any such issuance; (B) submission of the report of the Board (the Board Report) within the meaning of article 32-3(5) of the Luxembourg Companies Act of 10 August 1915 as amended (the Luxembourg Companies Act) with respect to, amongst other things, the authority to be granted to the Board to suppress or limit any preferential or pre-emptive rights of any type of the Shareholders for the purpose of any issuance of Beneficiary Certificates A (and for the avoidance of doubt, upon conversion, Conversion Common Shares) under the authorisation referred to under item (A), (C) confirmation for the avoidance of doubt that no further waiver or authorisation of waiver or suppression of pre-emptive rights is required in connection with the conversion of the Beneficiary Certificates A pursuant to Article 3.3 of the Amended and Restated Articles, and (D) approval of the terms of Article 11.8 of the Amended and Restated Articles with respect to the BC A Reserve constituting the advance payment of the par value (and actual issue price) of the Conversion Common Shares into which the Beneficiary Certificates A may convert;

(4) Amendment and renumbering of the article of the Company's articles of association on the corporate purpose so that it shall read as follows:

“ **2.1.** The corporate purpose of the Company is the holding of participations, 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.

2.2. It may in particular acquire by way of contribution, subscription, option, purchase or otherwise all and any transferable securities of any kind and realise the same by way of sale, transfer, exchange or otherwise.

2.3. The Company may likewise acquire, hold and assign, as well as license and sub-license all kinds of intellectual property rights, including without limitation, trademarks, patents, copyrights and licenses of all kinds. The Company may act as licensor or licensee and it may carry out all operations which may be useful or necessary to manage, develop and profit from its portfolio of intellectual property rights.

2.4. The Company may borrow and grant all and any support, loans, advances or guarantees to companies in which it holds a direct or indirect participating interest or which form part of the same group of companies as the Company.

2.5. The Company may moreover carry out all and any commercial, industrial and financial operations, both movable and immovable, which may directly or indirectly relate to its own corporate purpose or likely to promote its development or fulfilment.”

(5) Adding new articles 3.2 to 3.5 of the Articles (corresponding to the new numbering of the Amended and Restated Articles) relating to the introduction of the authorised share capital referred to under item (2) of the agenda, which will be subject to and effective as of the fulfilment of the Condition;

(6) Adding new articles 4.3 and 4.5 of the Articles (corresponding to the new numbering of the Amended and Restated Articles) relating to the introduction of the authorisation to the Board to issue Beneficiary Certificates A and Beneficiary

Certificates B, which will be subject to and effective as of the fulfilment of the Condition and related authorisation to the Board to issue Beneficiary Certificates B;

(7) Conversion of the 8,964,170,000 (eight billion nine hundred sixty-four million one hundred seventy thousand) shares of the Company, having a par value of USD 0.0001 (0.01 Cent) each, into 8,964,170,000 (eight billion nine hundred sixty-four million one hundred seventy thousand) Common Shares, having a par value of USD 0.0001 (0.01 Cent) each, with such terms as set forth in the Amended and Restated Articles;

(8) Grant of authorisation to the Company acting through its Board to repurchase Conversion Common Shares on the terms and conditions further set out in Article 9 of the Amended and Restated Articles, pursuant to article 49-2 of the Luxembourg Companies Act;

(9) Acknowledgement and approval of the terms of the Amended and Restated Articles and amendment and restatement of the Company's articles of association in their entirety in the form of the Amended and Restated Articles to reflect inter alia (i) the creation of the Common Shares, the Beneficiary Certificates A and the Beneficiary Certificates B, (ii) the new article 2, (iii) the new articles 3.2 to 3.5, 4.3 and 4.5 which will be subject to and effective as of the fulfilment of the Condition, and (iv) the new articles 13.2 and 13.3 and 15.1 and 15.7 which provisions are applicable only as of the issuance first issuance of Beneficiary Certificates A;

(10) Re-composition of the Board in conformity with the Amended and Restated Articles, with effect as of the first issue of Series A Preferred Shares and in accordance with the Amended and Restated Articles) as follows: (i) reclassification of the directors of the Company as B Directors, and (iii) appointment of Jennifer Mello as Director A for a term ending at the general meeting approving the annual accounts of the Company for the year ending 31 December 2019;

(11) Grant of authority to confirm the satisfaction of the Condition and to enact in front of a Luxembourg notary (i) the satisfaction of the Condition, upon which the effectiveness of articles 3.2 to 3.5 and articles 4.3 and 4.5 of the Amended and Restated Articles is conditional, (ii) the effectiveness of certain provisions of the Amended and Restated Articles, and (iii) the Board re-composition; and

(12) Miscellaneous.

III. Condition shall mean the issuance of a certificate of receipt of payment by Deutsche Bank AG, London Branch (DB) (as Agent under any facility agreement that may have been entered into between, amongst others, M&G Chemicals as Borrower, M&G International S.à r.l. as Guarantor) pursuant to which DB acknowledges receipt of the full amount of the Repayment Amount (as defined therein).

The Meeting has taken the following resolutions.

First resolution

The entirety of the Company's share capital being represented at the Meeting, the Meeting waives the convening notice, the sole shareholder of the Company represented at the Meeting considering himself as duly convened and declaring having perfect knowledge of the agenda and the Amended and Restated Articles, each of which have been communicated to it in advance.

Second resolution

The Meeting resolves to create (a) Common Shares with such terms as set forth in the Amended and Restated Articles, (b) Beneficiary Certificates A with such terms as set forth in the Amended and Restated Articles, and to acknowledge and approve the terms thereof including without limiting the foregoing that the Beneficiary Certificates A may carry voting rights and are convertible automatically, i.e. by mere operation of the terms of the Amended and Restated Articles into Common Shares, and (c) Beneficiary Certificates B with such terms as set forth in the Amended and Restated Articles below, and without limiting the foregoing to acknowledge and approve that the Beneficiary Certificates B shall be entitled to preferential distribution in accordance with the Amended and Restated Articles.

Third resolution

The Meeting is provided with a copy of, and acknowledges and approves, the Board Report.

The Meeting resolves to grant an authorisation to the Board under the authorised share capital pursuant to which the Board, subject to and effective as of the fulfilment of the Condition (a) may issue up to 18,200,000,000 (eighteen billion two hundred million) Beneficiary Certificates A (convertible into Conversion Common Shares in accordance with the Amended and Restated Articles), with an accounting par value of USD 0.0001 (0.01 Cent) each, to the Investor for an aggregate issue price to be paid in cash of USD 1,820,000 (one million eight hundred twenty thousand US Dollars), representing a total share capital increase upon conversion into Conversion Common Shares of USD 1,820,000 (one million eight hundred twenty thousand US Dollars) and (b) may suppress or limit any preferential or pre-emptive rights of any type of the Shareholders for the purpose of any such issuance (the Authorisation).

The Meeting resolves that the Authorisation shall last for a period of five years starting on the time at which the Condition is satisfied. The Meeting resolves that terms of the Authorisation are further set out in Article 3.2 through Article 3.5 of the Amended and Restated Articles to be adopted under the ninth resolution below, which will be subject to and effective as of the fulfilment of the Condition.

The Meeting expressly confirms for the avoidance of doubt that no further waiver or authorisation of waiver or suppression of pre-emptive rights is required in connection with the conversion of the Beneficiary Certificates A pursuant to Article 3.3 of the Amended and Restated Articles.

The Meeting further resolves to approve the terms of Article 11.8 of the Amended and Restated Articles as set forth in the Amended and Restated Articles to be adopted in the ninth resolution below and which reads as follows:

“ **11.8.** The BC A Reserve constitutes the advance payment of the par value (and actual issue price) of the Conversion Common Shares into which the Beneficiary Certificates A may convert pursuant to the terms hereof. In order to facilitate the conversion of the Converted BCs A into Conversion Common Shares and the related formalities, the Company shall, at all times when Beneficiary Certificates A are outstanding, ensure that losses will not be allocated at a General Meeting to the BC A Reserve and that the BC A Reserve must remain unaffected by any losses and take such corporate action as may be necessary therefore, it being understood that any such losses (if any) shall not prevent or adversely affect the conversion of the Converted BCs A into Conversion Common Shares and the allocation of the relevant amount of the BC A Reserve to the issued share capital of the Company and related capital increase. The Company shall take any other steps that may be necessary or required under mandatory applicable law to issue the number of Common Shares required under Article 11; provided, that, the BC A Holders shall not be required to bear any cost or expense in connection therewith.”

The Meeting undertakes in line with article 11.8 of the Amended and Restated Articles that no losses shall be allocated to the BC A Reserve at a General Meeting.

Fourth resolution

The Meeting resolves to amend and renumber the article of the Company's articles of association on the corporate purpose so that it shall read as follows:

“ **3. Corporate purpose.**

3.1 The corporate purpose of the Company is the holding of participations, 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.

3.2 It may in particular acquire by way of contribution, subscription, option, purchase or otherwise all and any transferable securities of any kind and realise the same by way of sale, transfer, exchange or otherwise.

3.3 The Company may likewise acquire, hold and assign, as well as license and sublicense all kinds of intellectual property rights, including without limitation, trademarks, patents, copyrights and licenses of all kinds. The Company may act as licensor or licensee and it may carry out all operations which may be useful or necessary to manage, develop and profit from its portfolio of intellectual property rights.

3.4 The Company may borrow and grant all and any support, loans, advances or guarantees to companies in which it holds a direct or indirect participating interest or which form part of the same group of companies as the Company.

3.5 The Company may moreover carry out all and any commercial, industrial and financial operations, both movable and immovable, which may directly or indirectly relate to its own corporate purpose or likely to promote its development or fulfilment.”

Fifth resolution

The Meeting resolves to add new articles 3.2 to 3.5 of the Articles (corresponding to the new numbering of the Amended and Restated Articles) relating to the introduction of the authorised share capital approved under the second resolution, which will be subject to and effective as of the fulfilment of the Condition:

“ **3.2.** The Board is authorised on the terms set out in this Article 3.2 while suppressing all pre-emptive subscription rights of the Shareholders as set out in Articles 3.3 and 3.5, to issue up to 18,200,000,000 Beneficiary Certificates A that are automatically, i.e. by mere operation of the terms of these Articles, convertible pursuant to Article 11 into Conversion Common Shares, representing a total share capital increase upon conversion of USD 1,8200,000, to the Investor for an issue price to be paid in cash per Beneficiary Certificate A equal to its accounting par value (the Authorisation).

3.3. Beneficiary Certificates A shall be issued within the Authorisation by decision of the Board or as otherwise provided for in these Articles. Each time the Board decides to issue Beneficiary Certificates A (the Issuance), the Board shall acknowledge that, in accordance with the terms of these Articles, they are convertible automatically, i.e. by mere operation of the terms of these Articles, into, and give rise to the issuance of Conversion Common Shares. For the purpose of any such Issuance, the Board, pursuant to Article 3.5, must decide to suppress or limit any preferential or pre-emptive rights of any type that the Shareholders may have, it being for the avoidance of doubt clarified that no further waiver is required in connection with the conversion of the Beneficiary Certificates A into, and the issue of, Conversion Common Shares hereunder. The Board may only decide upon an issuance of Equity Securities under the Authorisation in accordance with these Articles and the relevant Stockholders Agreement (if any).

3.4. The Authorisation is effective during a period of five years starting on the time of its effectiveness pursuant to the decisions passed at the extraordinary general meeting of 13 January 2015 and ending five years after such date (inclusive) (the Period). For the avoidance of doubt, in respect of any Beneficiary Certificates A issued during the Period, those Beneficiary Certificates A may be converted (and reclassified if applicable) into Conversion Common Shares at any time after the Period.

3.5. During the Period, the Board is authorised under the Authorisation to suppress or limit any preferential or pre-emptive rights of any type of the Shareholders for the purpose of the issue of Beneficiary Certificates A under Article 3.2 (which suppression or limitation applies, for the avoidance of doubt, for the conversion of the Beneficiary Certificates A into, and the issue of, Conversion Common Shares and no further waiver, suppression or limitation is required). For such purpose, the Board shall have the necessary authority to suppress or limit any preferential or pre-emptive rights of any type that the Shareholders may have as required by Article 3.3.”

Sixth resolution

The Meeting resolves to add new articles 4.3 and 4.5 of the Articles (corresponding to the new numbering of the Amended and Restated Articles) relating to the introduction of the authorisation to the Board to issue Beneficiary Certificates A (as already referred to in the fifth resolution above) and Beneficiary Certificates B, which will be subject to and effective as of the fulfilment of the Condition, as follows, and for the avoidance of doubt authorises the Board to issue Beneficiary Certificates B with the terms set forth in the Amended and Restated Articles:

“ **4.3.** The Board has the power, is authorised and is required to issue Beneficiary Certificates A pursuant to Articles 4.2 and 4.5 and Beneficiary Certificates B pursuant to Article 4.5. The Board shall only have the power to issue Beneficiary Certificates as set out in Articles 3.2 and 4.5. No Beneficiary Certificates may be issued by the General Meeting.”

“ **4.5.** The Board must issue Beneficiary Certificates as follows:

(a) on the first date of issuance of Series A Preferred Shares to the Investor pursuant to Article 3.2, the Board must issue to the Investor 18,200,000,000 Beneficiary Certificates A for an issue price to be paid in cash per Beneficiary Certificate A equal to its accounting par value;

(b) on the first date of issuance of the Series A Preferred Shares to the Investor, the Board must issue to the Investor 37,500,000 Beneficiary Certificates B for an issue price to be paid in cash to be determined by the Board pursuant to the relevant Subscription Agreement (if any); and

(c) the Board may issue by up to 36,413,043 Beneficiary Certificates B to the BC B Holders, as PIK Certificates to be issued pursuant to Article 5, by way of incorporation of an amount equal to the aggregate accounting par value of the PIK Certificates to be issued from distributable profits and reserves, including without limitation the share premium, Capital Contribution or other available reserves, to the BC B Reserve.”

Seventh resolution

The Meeting resolves to convert the 8,964,170,000 (eight billion nine hundred sixty-four million one hundred seventy thousand) shares of the Company, having a par value of USD 0.0001 (0.01 Cent) each, into 8,964,170,000 (eight billion nine hundred sixty-four million one hundred seventy thousand) Common Shares, having a par value of USD 0.0001 (0.01 Cent) each.

The Meeting acknowledges that the terms of the Common Shares are set out in the Amended and Restated Articles to be adopted under the ninth resolution below.

The Meeting acknowledges that the conversion resolved upon in this seventh resolution will be reflected, together with the other relevant amendments to be decided in the preceding resolutions, in Article 3 of the Amended and Restated Articles to be adopted under the ninth resolution below.

Eighth resolution

The Meeting resolves to authorise the Board, for a period starting on 13 January 2015 and ceasing on the fifth anniversary of such date, to repurchase Conversion Common Shares upon the occurrence of an Automatic Repurchase Event, at the Board's option, for the Automatic Repurchase Price, and on the terms and conditions further set out in Article 8 of the Amended and Restated Articles to be adopted under the ninth resolution below (the Repurchase Authorisation). The maximum number of Conversion Common Shares that can be redeemed from time to time under the Repurchase Authorisation shall be equal to the number of Conversion Common Shares outstanding. The repurchase price for the Conversion Common Shares under the Repurchase Authorisation shall be the Automatic Repurchase Price, i.e. the nominal value of the Conversion Common Shares.

The Board is further authorised under the Repurchase Authorisation to enter into any agreement with Shareholders and/or holders of Capital Stock of the Company provided that one or more Preferred Holders (including Investor while it is a Preferred Holder) is a party thereto, including the relevant Stockholders Agreement (if any), to the extent that such agreement provides that the Company may repurchase Conversion Common Shares upon the occurrence of an Automatic Repurchase Event, at the Board's option, for the Automatic Repurchase Price.

The Repurchase Authorisation is granted to the Board pursuant to article 49-2 of the Luxembourg Companies Act.

Ninth resolution

The Meeting acknowledges and resolves to approve the detailed provisions of the Amended and Restated Articles as set forth below.

The Meeting resolves to amend and restate the Articles in their entirety (including with respect to the article on the corporate purpose) with immediate effect, save for as provided in the third, fifth and sixth resolutions pursuant to which the addition of the articles 3.2 to 3.5 and articles 4.3 and 4.5 will be subject to and effective as of the fulfilment of the Condition, so that the Articles shall henceforth read as follows:

“Interpretation

In these Articles, unless the subject or the content otherwise provides:

A Director means a member of the Board appointed from a list of candidates submitted by the BC A Holders;
accounting par value means, with respect to any Beneficiary Certificate, USD 0.0001 (a thousandth of a cent) per Beneficiary Certificate.

Accruing Series A Dividend shall have the meaning set out in the M&G Chemicals Articles;

Accruing BC B Dividend shall have the meaning set out in Article 5.3;

Additional Affiliate Debt means Indebtedness incurred by the Newco Group pursuant to one or more Newco Affiliate Transactions for an aggregate amount up to \$25 million (twenty-five million United States Dollars), solely for the purposes of financing:

(i) taxes, fees and related costs of Newco Group Members in relation to onward intercompany loans (including, without limitation, tax effects resulting from interest received and exchange rate fluctuations resulting in tax effects) made for the purposes of utilizing consideration received pursuant to the relevant Subscription Agreement (if any);

(ii) administrative costs of the Company of up to €50,000 (fifty thousand Euro) per year; and

(iii) payment of taxes of the Newco Group;

provided, that, such Additional Affiliate Debt remains outstanding for a period not greater than 180 (one hundred and eighty) days;

Additional Drop Away Event means (a) the occurrence of the Additional Drop Away Event Condition and (b) delivery by the Preferred Majority of an Additional Drop Away Event Response Notice expressly accepting the Additional Drop Away Event in accordance with Article 10 of the M&G Chemicals Articles;

Additional Drop Away Event Condition shall have the meaning set out in the M&G Chemicals Articles;

Additional Drop Away Event Response Notice shall have the meaning set out in the M&G Chemicals Articles;

Affiliate means with respect to any Person, a Person that directly, or indirectly through one or more intermediaries, controls, is controlled by or is under common control with, such Person and, in the case of an individual, includes any relative or spouse of such Person, or any relative of such spouse, in, in each case, up to, and including, a second degree of consanguinity and the heirs and the executors of any of the foregoing persons and any trust, family partnership or limited liability company, the sole beneficiaries, partners or members of which are any of the foregoing persons. The term “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of a Person, whether through the ownership of voting securities, by contract or otherwise. The BC Holders shall not be deemed Affiliates of the Company or any of its Subsidiaries. With respect to the Investor, the term “Affiliate” shall also include any investment fund, alternative investment vehicle or account now or hereafter existing which is controlled, managed or advised by the general partner, investment manager or investment advisor of the Investor or an Affiliate of such general partner, investment manager or investment advisor;

Aggregate BC B Redemption Price means the sum of the Redemption Price of all Beneficiary Certificates B outstanding;

Aggregate Series A Redemption Price means the sum of the Redemption Price (as defined in the M&G Chemicals Articles) of all Series A Preferred Shares outstanding;

Arm’s Length Transaction means a transaction on terms not less favorable to the relevant Newco Group Member than would be obtained in a comparable transaction at such time on arm’s length terms from a Person who is not an Affiliate;

Articles shall mean the present articles of association of the Company and all supplementary, amended or substituted articles for the time being in force;

Authorisation shall have the meaning set out in Article 3.2;

Automatic Redemption Date shall have the meaning set out in Article 8.1(a);

Automatic Redemption Event shall means

(a) the occurrence of an Additional Drop Away Event accepted by the Preferred Majority in accordance with Article 10 of the M&G Chemicals Articles; or

(b) the occurrence of any other Drop Away Event under clauses (i) and (ii) of such definition, but subject to the last sentence of such definition; or

(c) such other time as there are no longer any Series A Preferred Shares outstanding (due to conversion or redemption of the Series A Preferred Shares at the Redemption Price or Liquidation Preference, as applicable (as each such term is defined in the M&G Chemicals Articles or these Articles, as applicable);

Automatic Redemption Price means a price per Newco Security equal to, in respect of a Beneficiary Certificate, its accounting par value, and a Conversion Common Share, its nominal value;

B Director means a member of the Board appointed from a list of candidates submitted by M&G;

Board shall mean the board of Directors;

Beneficiary Certificates means the Beneficiary Certificates A and the Beneficiary Certificates B;

Beneficiary Certificates A means the beneficiary certificates (parts bénéficiaires) of class A in the Company issued in accordance with these Articles and having the terms provided for under these Articles;

Beneficiary Certificates B means the beneficiary certificates (parts bénéficiaires) of class B in the Company issued in accordance with these Articles and having the terms provided for under these Articles;

BC A Holder means the Investor and any other Person who becomes a Transferee of Beneficiary Certificates A or Conversion Common Shares; provided, that, for the avoidance of doubt, none of M&G Chemicals nor MGI nor any of their Transferees nor the Company nor any of its Affiliates shall be deemed BC A Holders;

BC A Majority means the BC A Holders holding a majority of (a) the Beneficiary Certificates A then outstanding and held by all BC A Holders or (b) after conversion of the Beneficiary Certificates A, a majority of the Conversion Common Shares then outstanding and held by all BC A Holders;

BC A Reserve shall have the meaning set out in Article 4.6;

BC B Holder means the Investor and any other Person who becomes a Transferee of Beneficiary Certificates B; provided, that, for the avoidance of doubt, none of M&G Chemicals nor MGI nor any of their Transferees nor the Company nor any of its Affiliates shall be deemed BC B Holders;

BC B Majority means the BC B Holders holding a majority of the Beneficiary Certificates B then outstanding and held by all BC B Holders;

BC B Reserve shall have the meaning set out in Article 4.7;

BC Holders means, collectively, the BC A Holders and the BC B Holders;

Brazil Facility Agreements shall have the meaning set out in the relevant Stockholders Agreement (if any);

Business Day means, with respect to the recipient of any notice, any day except a Saturday, Sunday or other day on which commercial banks in Luxembourg City, Milan, Italy or New York, New York are authorized or required by law to close;

Capital Stock means (a) Common Shares and Beneficiary Certificates (whether in issue or issued in the future in any context) and (b) other shares or other interests in the capital of the Company as well as any other equity instrument of the Company, including without limitation beneficiary certificates (parts bénéficiaires);

Chairman shall mean the Director appointed by the Board as chairman of the Board;

Change of Control shall have the meaning set out in the M&G Chemicals Articles;

Charter Documents shall have the meaning set out in the relevant Subscription Agreement (if any);

Common As-Converted Percentage shall have the meaning set out in the M&G Chemicals Articles;

Common Holders means the holders of the Common Shares (including holders of Conversion Common Shares);

Common Shares shall mean the common shares of the Company, having the terms set out in these Articles;

Capital Contribution Account shall have the meaning set out in Article 3.11;

Capital Contribution shall have the meaning set out in Article 3.11;

Company shall mean M&G CHEMICALS Brazil S.A., a société anonyme governed by the laws of the Grand Duchy of Luxembourg and registered with the Luxembourg trade and companies register under number B192220;

Conversion Common Shares has the meaning set out in Article 11.3;

Conversion Notice shall have the meaning set out in Article 11.2;

Conversion Remedy Waiver shall have the meaning given to it in the M&G Chemicals Articles;

Converted BCs A shall have the meaning set out in Article 11.2;

Current Preferred Balance means, as at any date of determination, an amount equal to (i) the Deemed Issue Price multiplied by the number of Series A Preferred Shares issued from the date of first issuance of Series A Preferred Shares through such date of determination (including PIK Shares) plus (ii) all accrued dividends on the Series A Preferred Shares from the date of first issuance of Series A Preferred Shares through such date of determination (without duplication for dividends paid by the issuances of PIK Shares included in clause (i)) less (iii) all cash payments made to holders of Series A Preferred Shares and Beneficiary Certificates B in respect of any (a) Accruing BC B Dividends or Accruing Series A Dividends and (b) redemptions of Series A Preferred Shares and Beneficiary Certificates B (in each case, without duplication for any offsets) (with any Series A Preferred Shares converted into Conversion Common Shares (as defined in the M&G Chemicals Articles) treated for this purpose as having been redeemed at their Deemed Issue Price);

Convertible Preferred Equity Securities shall have the meaning set out in the M&G Chemicals Articles;

Deemed Issue Price shall have the meaning set out in the M&G Chemicals Articles;

Director shall mean any member of the board of directors of the Company from time to time;

Dividend Rate means, with respect to each Beneficiary Certificate B, the per annum rate equal to 7% (seven per cent);

Drop Away Event shall have the meaning set out in the M&G Chemicals Articles;

Drop Away Redemption shall have the meaning set out in the M&G Chemicals Articles;

Economic Entitlement means \$8.00 (eight United States Dollars) per Beneficiary Certificate B, as adjusted for any stock splits, stock dividends, recapitalizations, combinations or similar transactions with respect to the Beneficiary Certificates B after the date of the first issuance of Beneficiary Certificates;

Equity Security means, with respect to any Person, any stock of such Person or similar security of such Person (whether or not containing Voting Rights), including, without limitation, securities containing equity features and securities containing profit participation features, or any security convertible or exchangeable, with or without consideration, into or for any stock or similar security, or any security carrying any warrant or right to subscribe for or purchase any stock or similar security, or any such warrant or right;

Excluded Newco Transaction shall have the meaning set out in the relevant Stockholders Agreement (if any);

General Meeting means the general meeting of Shareholder and holders of Voting Beneficiary Certificates (and which shall be held under private seal or if so required by law in front of a notary);

Indebtedness means any indebtedness for or in respect of:

(a) moneys borrowed;

(b) any amount raised by acceptance under any acceptance credit facility or dematerialized equivalent;

(c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or similar instrument;

(d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with applicable generally accepted accounting principles and practices, be treated as a finance or capital lease;

(e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);

(f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;

(g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);

(h) Equity Securities which are expressed to be redeemable, excluding for the avoidance of doubt, any of the Equity Securities (including, for the avoidance of doubt, any dividends paid-in-kind on such Equity Securities) issued by the Company, M&G Chemicals or Resinas to the BC Holders in accordance with the Transaction Agreements;

(i) any obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution, other than a trade letter of credit, down payment bond or performance bond, in each case, issued in the ordinary course of trading; and

(j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above;

immediate family shall have the meaning set out in Article 26.1;

Initial Public Offering shall have the meaning set out in the M&G Chemicals Articles;

Investor means Magnate S.à r.l., a société à responsabilité limitée (limited liability company) under Luxembourg law with registered office at 5 rue Eugène Ruppert, L-2643 Luxembourg and registered with the Luxembourg registre de commerce et des sociétés (register of trade and companies) under number B 189.985;

Lien means any lien, security interest, pledge, charge, mortgage, hypothecation, or other security interest securing any obligation of any person or any other arrangement having a similar effect;

Liquidation Event means any voluntary or involuntary liquidation, dissolution or winding up of the Company;

Liquidation Preference has the meaning given such term in Article 6.1;

Luxembourg shall mean the Grand Duchy of Luxembourg;

Luxembourg Companies Law shall mean the Luxembourg law of 10 August 1915 on commercial companies, as amended from time to time;

MG shall have the meaning set out in Article 15.4;

M&G Chemicals means M&G Chemicals, a société anonyme governed by the laws of the Grand Duchy of Luxembourg and registered with the Luxembourg trade and companies register under number B174.890;

M&G Chemicals Articles means the articles of association of M&G Chemicals, and all supplementary, amended or substituted articles for the time being in force;

M&G Chemicals Beneficiary Certificates A means the Beneficiary Certificates A (as defined in the M&G Chemicals Articles) issued by M&G Chemicals to the Preferred Holders;

M&G Chemicals Shareholders Agreement means any shareholders' agreement, if any, that may be entered from time to time by Shareholders and/or holders of Capital Stock (as those terms are defined in the M&G Chemicals Articles) of M&G Chemicals provided that Preferred Holders (including the Investor while it is a Preferred Holder) is a party thereto as it may be amended from time to time;

M&G Finanziaria means M&G Finanziaria S.r.l., an Italian private limited liability company (società a responsabilità limitata), registered with the «Registro Imprese» (Company Registrar) of Alessandria under the number 02098590066;

MGI means Mossi & Ghisolfi International S.à r.l., en abrégé M&G International S.à r.l., a société à responsabilité limitée governed by the laws of the Grand Duchy of Luxembourg and registered with the Luxembourg trade and companies register under number B86.908;

M&G Polimeros means M&G Polimeros S.A.;

M&G Polimeros Articles means the bylaws (Estatuto Social) of M&G Polimeros, as they may be amended from time to time;

Newco Affiliate Transaction means any transaction (including any contract, agreement or other arrangement), or amendment or waiver in respect of any such transaction, between M&G Chemicals and/or its Other Subsidiaries, on the one hand, and one or more Newco Group Members, on the other hand.;

Newco Group means the Company and its Subsidiaries but excluding Tereftálicos and any Subsidiaries of Tereftálicos;

Newco Group Member means each Person included in the Newco Group;

Newco Redemption Event means the completion of the redemption of Newco Securities pursuant to the occurrence of the Automatic Redemption Event referred to in item (a) or (b) or (c) of such definition;

Newco Securities means the Beneficiary Certificates A (and, after conversion of the Beneficiary Certificates A, the Conversion Common Shares but only if the Company has expressly opted for the redemption of the Conversion Common Shares in the notice referred to in Article 8.1) and the Beneficiary Certificates B;

Newco Special Event Notice shall have the meaning set out in Article 6.5;

Non-Economic Shares means the Beneficiary Certificates A, the M&G Chemicals Beneficiary Certificates A, and the Resinas Class B Shares;

Ordinary Course means (a) an Arm's Length Transaction, (b) entered into for a legitimate purpose regarding the managing and conducting the business of the group consisting of M&G Chemicals and its Subsidiaries, as a whole, and (c) not primarily designed to remove value from the Newco Group;

Other Subsidiaries means any Subsidiary of M&G Chemicals other than a Newco Group Member;

Period shall have the meaning set out in Article 3.5;

Permitted Brazil Factoring means sales of current receivables, from time to time, (without recourse) in the ordinary course of business consistent with past practice at a price not less than 95% (ninety-five per cent) of face value (or, in the case of materially overdue receivables, 75% (seventy-five per cent) of face value);

Permitted Liens means:

(i) any Lien that may be listed in Schedule of the relevant Subscription Agreement (if any) as Existing Liens, except to the extent the principal amount secured by that Lien exceeds the amount stated in such Schedule;

(ii) any netting or set-off arrangement entered into by the Company or any of its Subsidiaries with a bank or other financial institution in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances;

(iii) any payment or close out netting or set-off arrangement with an unaffiliated swap counterparty pursuant to any hedging transaction entered into by any Newco Group Member for the purpose of:

(A) hedging any risk to which a Newco Group Member is exposed in its ordinary course of trading; or

(B) its interest rate or currency management operations which are carried out in the ordinary course of business and for non-speculative purposes only,

excluding, in each case, any Lien under a credit support arrangement in relation to a hedging transaction;

(iv) any Lien arising by operation of law and in the ordinary course of trading of such Newco Group Member;

(v) any Lien arising under any retention of title, hire purchase or conditional sale arrangement or arrangements having similar effect in respect of goods supplied to any Newco Group Member in the ordinary course of trading and on the supplier's standard or usual terms and not arising as a result of any default or omission by such Newco Group Member;

(vi) any Lien pursuant to a Permitted Brazil Factoring transaction with respect to the receivables sold by such Newco Group Member; or

(vii) any Lien in relation to deposits in connection with any appeal by a Newco Group Member (whether by way of appeal, judicial review or rehearing) or stay of legal, arbitration, administrative or investigative proceedings involving such Newco Group Member;

Permitted Newco Transaction shall have the meaning set out in the relevant Stockholders Agreement (if any);

Permitted Refinancing means a refinancing of Indebtedness of a Newco Group Member in the ordinary course of business as a result of the maturity (or impending maturity) of Indebtedness which does not increase the principal amount thereof;

Person means an individual, a partnership, a company, an association, a joint stock company, a trust, a joint venture, an unincorporated organization or other entity or a governmental entity or any department, agency or political subdivision of any such entity;

PIK Certificates shall have the meaning set out in Article 5.3;

PIK Dividends shall have the meaning set out in Article 5.3;

PIK Shares shall have the meaning set out in the M&G Chemicals Articles;

Poliéster means M&G Poliéster S.A., a publicly held corporation (sociedade anônima de capital aberto) duly organized and validly existing under the laws of the Federative Republic of Brazil, with its principal place of business located in the City of São Paulo, State of São Paulo, at Avenida das Nações Unidas, n° 12.551, 8° andar, Parte, Brooklin Novo, enrolled with the Brazil Corporate Taxpayers' Registry - CNPJ/MF under No. 56.806.656/0001-50;

Poliéster Articles means the bylaws (Estatuto Social) of Poliester, as they may be amended from time to time;

Postponed Automatic Redemption Date shall have the meaning set out in Article 8.1.(b);

Post-Breach Interest shall have the meaning set out in the M&G Chemicals Articles;

Preferred Holder shall have the meaning set out in the M&G Chemicals Articles;

Preferred Majority means the Preferred Holders holding a majority of (a) the Series A Preferred Shares then outstanding and held by all Preferred Holders or (b) after conversion of the Series A Preferred Shares, a majority of the Conversion Common Shares (as defined in the M&G Chemicals Articles) then outstanding and held by all Preferred Holders (excluding any such shares held by M&G Finanziaria in connection with the exercise of a Special Purchase Right);

Quarter Date means each of March 31, June 30, September 30 and December 31;

Redemption Price means with respect to each Beneficiary Certificate B, an amount equal to the Economic Entitlement plus all accrued but unpaid dividends thereon; provided, that, for the avoidance of doubt, (i) any PIK Dividends made with respect to such Beneficiary Certificate B shall not be considered unpaid dividends and (ii) the Redemption Price shall take into account any appropriate offset and limits described in Articles 5.6 (as to dividends) Article 8.3 and Article 8.5;

Register shall mean the Company's share register;

Remedy Election Notice shall have the meaning set out in Article 9.4;

Remedy Election Redemption shall have the meaning set out in Article 9.5;

Remedy Election Redemption Acceptance shall have the meaning set out in Article 9.5;

Remedy Election Redemption Date shall have the meaning set out in Article 9.5;

Remedy Election Redemption Notice shall have the meaning set out in Article 9.5;

Resinas means M&G Resinas Participacoes Ltda., a limited liability entity duly organised and validly existing under the laws of the Federative Republic of Brazil, with its principal place of business located in the City of São Paulo, State of São Paulo, at Avenida das Nações Unidas, n° 12.551, 8° andar, Parte, Brooklin Novo, enrolled with the Brazil General Taxpayers' Registry - CNPJ/MF under No. 07.075.072/0001-47;

Resinas Class B Shares means class B quotas issued by Resinas to the Preferred Holders or as may be provided for in the relevant Resinas Shareholders Agreement;

Resinas Shareholders Agreement means any quota or shareholders' agreement, if any, that may be entered from time to time by quota or shareholders of Resinas provided that one or more Preferred Holders (including the Investor while it is a Preferred Holder) is a party thereto as it may be amended from time to time;

Sale Event means, with respect to the Company, a sale of all or substantially all of the assets of the Company and its Subsidiaries, taken as a whole, approved by the Board. An Initial Public Offering shall not be considered a Sale Event;

Secretary shall mean the person, as the case may be, appointed as company secretary of the Company from time to time;

Series A Preferred Shares shall mean the series A convertible redeemable preferred shares of M&G Chemicals, having the terms set out in the M&G Chemicals Articles and as the case may be, the relevant M&G Chemicals Shareholders Agreement (if any);

Shareholder(s) shall mean the holder of one or more Common Shares;

Special Purchase Right shall have the meaning set out in the M&G Chemicals Shareholders Agreement;

Specified Action means any of the following actions, events or circumstances with respect to any Newco Group Member:

(a) incur, guaranty or permit to exist any Indebtedness to the extent that such Indebtedness would result in Total Brazil Indebtedness of the Newco Group to be in excess of the Total Brazil Indebtedness Limit; provided, that, any Newco Group Member may incur Additional Affiliate Debt in excess of the Total Brazil Indebtedness Limit to the extent the Total Brazil Indebtedness Limit has been reached, subject to the limits set forth in the definition of Additional Affiliate Debt;

(b) incur or permit to exist any Liens on the assets or equity securities of any member of the Newco Group other than (i) to secure Indebtedness permitted to be incurred pursuant to clause (a) above and (ii) Permitted Liens;

(c) create, authorize, issue or obligate itself to issue any Equity Securities of the Company or any Newco Group Member (or reclassify or convert any existing Equity Securities into any Equity Securities of the Company or any other member of the Newco Group or reclassify, alter, amend or otherwise change the Equity Securities of any member of the Newco Group), other than (i) as expressly contemplated by the relevant Stockholders Agreement, the M&G Chemicals Shareholders Agreement or these Articles and (ii) issuances of Common Shares of the Company to a Stockholder for the purposes of capitalizing loans to the Company from M&G Chemicals or any Other Subsidiaries, provided that concurrently with such issuance the Company issues to the BC A Holders a number of additional Beneficiary Certificates A such that after such issuance the Beneficiary Certificates A continue to be convertible pursuant to Article 11 into not less than 67% (sixty-seven per cent) of the outstanding Capital Stock of the Company;

(d) enter into any consolidation, merger or other business combination or any conversion to another type or form of business entity;

(e) (i) sell or exchange any material assets or properties outside the Newco Group, other than (i) the sale of inventory in the Ordinary Course, (ii) in the case of accounts receivable, as permitted under clause (f) below;

(f) sell or exchange accounts receivable outside the Newco Group, other than Permitted Brazil Factoring;

(g) sell or exchange Equity Securities, except as contemplated by clause (c);

(h) (i) liquidate or dissolve (other than a liquidation into another Newco Group Member) or (ii) commence (or file any request or petition seeking relief in) any bankruptcy or insolvency proceeding, reorganization, recuperação judicial or extra-judicial, composition, debt arrangement, or other case or proceeding under any bankruptcy or insolvency law, (iii) or apply for, consent to, acquiesce in or permit or suffer to exist the appointment of a trustee, liquidator, receiver, sequestrator or other custodian or similar person for any substantial part of the property of any thereof, or (iv) make a general assignment for the benefit of creditors, or (v) approve, propose, or consent to the proposal of, any plan of reorganization, liquidation, composition or similar arrangement in any proceeding or matter described in the preceding clause (i) - (iv) or other material filing or proposal in any such proceeding or matter, or the approval by equity holders of any such plan or other material filing or proposal in any such proceeding or matter, in each case or event for the immediately preceding clauses (i) - (v) involving any Newco Group Member.

(i) enter into any transaction, directly or indirectly, with any Affiliate (other than another Newco Group Member) or any director, officer, or employee of any Newco Group Member or any Affiliates of any of the forgoing Persons, or any amendment or waiver in respect of any such transaction, except for any Permitted Newco Transaction or an Excluded Newco Transaction, in each case, entered into at any time other than during a Suspension Period;

(j) (i) declare or pay any cash or other dividend or make any other distribution of any kind on its Equity Securities, other than dividends or distributions payable solely to the Company or Subsidiaries that are wholly owned by the Company directly or indirectly, or (ii) redeem or purchase any Equity Securities except (A) as expressly provided in the relevant Stockholders Agreement, the M&G Chemicals Shareholders Agreement or these Articles or (B) the repurchase of the publicly traded Equity Securities of Poliéster pursuant to tender offer;

(k) create any Subsidiary or otherwise own any Equity Securities in any Person other than (i) Equity Securities of a member of the Newco Group held as of the date of first issuance of Beneficiary Certificates, (ii) Equity Securities of Poliéster acquired pursuant to tender offer, and (iii) newly formed wholly owned Subsidiaries of Resinas or any Newco Group Member owned by Resinas that are added as Newco Group Members pursuant to a written notice given to the BC A Holders at the time such Person is added as a Newco Group Member (specifying that such Person is being added as a Newco Group Member in accordance with these Articles and the relevant Stockholders Agreement); provided, that such Person added as an additional Newco Group Member (and as an intervening party to the Resinas Shareholders Agreement), has provisions in its organizational documents in substance identical to those set forth in Article 14 of the M&G Polímeros Articles (or any successor provision in any amended version of the M&G Polímeros Articles) and copies of such organizational documents are delivered to the BC A Holders together with the notice designating such Person as an additional Newco Group Member;

(l) modify or amend these Articles or any other organizational documents of any Newco Group Member in a manner materially adverse to the BC Holders, including, without limitation, any amendment of Section 14 of these Articles; and

(m) take any Suspension Period Actions during a Suspension Period;

(n) vote Equity Securities in favor of any of the actions, events or circumstances described in subsections (a) through (m) above;

Specified Breach shall have the meaning set out in the M&G Chemicals Articles;

Stockholder means the Investor, the other BC Holders and the Common Holders to the extent holding any Capital Stock of the Company;

Stockholders Agreement means any stockholders' agreement, if any, relating to the Company between Shareholders and/or holders of Capital Stock of the Company provided that one or more Preferred Holders (including Investor while it is a Preferred Holder) is a party thereto, as it may be amended from time to time;

Subscription Agreement shall have the meaning set out in the relevant Stockholders Agreement (if any);

Subsidiary means any Person more than 50% (fifty per cent) of the outstanding voting securities of which are owned by another Person, directly or indirectly, or a partnership or limited liability company in which another Person is a general partner or manager or holds interests entitling it to receive more than 50% (fifty per cent) of the profits or losses of the partnership or limited liability company. A Subsidiary is a “wholly owned Subsidiary” if (i) all of the outstanding voting securities of the Subsidiary are owned by a Person, directly or indirectly, or (ii) if a Person is the sole general partner or manager of the Subsidiary and holds interests in the Subsidiary entitling it to receive 100% (one hundred per cent) of the profits and losses of the Subsidiary;

Suspension Period shall have the meaning set out in Article 9.1;

Suspension Period Actions means any of the following actions, events or circumstances with respect to any Newco Group Member: (a) any incurrence of Indebtedness other than a Permitted Refinancing, (b) any incurrence of Liens (other than Liens securing a Permitted Refinancing provided such Liens attach solely to assets which secured the Indebtedness being refinanced and other than Liens falling within paragraphs (iv) or (vii) of the definition of “Permitted Liens”), and (c) any Newco Affiliate Transactions, including any Excluded Newco Transaction;

Tereftálicos means Tereftálicos Industrias Químicas Ltda.;

Total Brazil Indebtedness means, as of any date, the aggregate amount of all Indebtedness of the Newco Group then outstanding (including all Additional Affiliate Debt) net of the amount of any cash deposits required under the Brazil Facility Agreements and then held in restricted accounts;

Total Brazil Indebtedness Limit means an amount equal to \$200 million (two hundred million United States Dollars);

Transaction Agreements shall have the meaning set out in the relevant M&G Chemicals Shareholders Agreement (if any);

Transfer means any disposal or transfer in any manner whatsoever including by way of assignment (other than an assignment by way of security), sale, offer to sell, universal transmission, gift, donation, disposition of or any other transfer (including of a beneficial or any direct, indirect or legal or beneficial right or interest) or Lien; and to Transfer, Transferring, Transferred, Transferable, Transferee and any like variation shall be construed accordingly;

Trigger Event means:

(a) (i) any breach or default by M&G Chemicals or any of its Subsidiaries of Section 2.2, Section 2.3, Section 2.4(b), Section 2.4(d), Section 4.1, Section 4.5, Section 4.6 or Section 8.3 of the relevant M&G Chemicals Shareholders Agreement (if any), (ii) any breach or default of Sections 2.1, 2.2, 2.4(a), 2.4(b), 2.4(c) or 8.2(b) of the relevant Stockholders Agreement (if any), (iii) any breach or default under Section 2.1, Section 2.2, Section 2.3 or Section 5.2 of the relevant Resinas Shareholders Agreement (if any) (or any successor provision in any amended version of the Resinas Shareholders Agreement); (iv) any breach or default under Article 27 of the Poliéster Articles (or any successor provision in any amended version of the Poliéster Articles); (v) any breach or default Article 14 of the M&G Polimeros Articles (or any successor provision in any amended version of the M&G Polimeros Articles) (or any successor provisions in such agreements or articles as amended);

(b) any events as further set out in clause (b) of the definition of “Trigger Event” in the relevant Stockholders Agreement (if any);

(c) any events as further set out in clause (c) of the definition of “Trigger Event” in the relevant Stockholders Agreement (if any), including in respect of the exception set out therein;

(d) any transfer of Equity Securities in the Company by M&G Chemicals or MGI;

(e) the failure of M&G Chemicals to implement the requirements of Section 5.4 of the relevant Subscription Agreement (and Annex I referenced therein) (if any) when required pursuant to the terms of such section.

Trigger Event Remedies shall have the meaning set out in Article 9.1;

Voting Beneficiary Certificates shall have the meaning set out in Article 4.9; and

Voting Rights means the right to vote at a General Meeting or a general meeting of any other applicable Person or by written resolution or written consent.

1. Corporate name - Registered office - Duration.

1.1 There exists a Luxembourg company in the form of a public limited liability company (a société anonyme) under the corporate name “M&G CHEMICALS Brazil S.A.”.

1.2 The registered office of the Company shall be located in Luxembourg-City, Grand Duchy of Luxembourg. The registered office may be transferred within the City of Luxembourg by decision of the Board. Branches or offices both within Luxembourg and abroad may be set up by simple decision of the Board.

1.3 The Company is incorporated for an unlimited period of time.

2. Corporate purpose.

2.1 The corporate purpose of the Company is the holding of participations, 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.

2.2 It may in particular acquire by way of contribution, subscription, option, purchase or otherwise all and any transferable securities of any kind and realise the same by way of sale, transfer, exchange or otherwise.

2.3 The Company may likewise acquire, hold and assign, as well as license and sub-license all kinds of intellectual property rights, including without limitation, trademarks, patents, copyrights and licenses of all kinds. The Company may act as licensor or licensee and it may carry out all operations which may be useful or necessary to manage, develop and profit from its portfolio of intellectual property rights.

2.4 The Company may borrow and grant all and any support, loans, advances or guarantees to companies in which it holds a direct or indirect participating interest or which form part of the same group of companies as the Company.

2.5 The Company may moreover carry out all and any commercial, industrial and financial operations, both movable and immovable, which may directly or indirectly relate to its own corporate purpose or likely to promote its development or fulfilment.

3. Share capital and shares.

3.1 The share capital of the Company is set at 896,417 (eight hundred ninety-six thousand four hundred and seventeen) represented by 8,964,170,000 (eight billion nine hundred sixty-four million one hundred and seventy thousand) Common Shares, including 0 Conversion Common Shares, with a par value of USD 0.0001 (a thousandth of a cent) each.

3.2 The Board is authorised on the terms set out in this Article 3.2 while suppressing all pre-emptive subscription rights of the Shareholders as set out in Articles 3.3 and

3.5, to issue up to 18,200,000,000 (eighteen trillion two hundred billion) (Beneficiary Certificates A that are automatically, i.e. by mere operation of the terms of these Articles, convertible pursuant to Article 11 into Conversion Common Shares, representing a total share capital increase upon conversion of USD 1,820,000 (one million eight hundred twenty thousand), to the Investor for an issue price to be paid in cash per Beneficiary Certificate A equal to its accounting par value (the Authorisation).

3.3 Beneficiary Certificates A shall be issued within the Authorisation by decision of the Board or as otherwise provided for in these Articles. Each time the Board decides to issue Beneficiary Certificates A (the Issuance), the Board shall acknowledge that, in accordance with the terms of these Articles, they are convertible automatically, i.e. by mere operation of the terms of these Articles, into, and give rise to the issuance of Conversion Common Shares. For the purpose of any such Issuance, the Board, pursuant to Article 3.5, must decide to suppress or limit any preferential or pre-emptive rights of any type that the Shareholders may have, it being for the avoidance of doubt clarified that no further waiver is required in connection with the conversion of the Beneficiary Certificates A into, and the issue of, Conversion Common Shares hereunder. The Board may only decide upon an issuance of Equity Securities under the Authorisation in accordance with these Articles and the relevant Stockholders Agreement (if any).

3.4 The Authorisation is effective during a period of five years starting on the time of its effectiveness pursuant to the decisions passed at the extraordinary general meeting of 13 January 2015 and ending five years after such date (inclusive) (the Period). For the avoidance of doubt, in respect of any Beneficiary Certificates A issued during the Period, those Beneficiary Certificates A may be converted (and reclassified if applicable) into Conversion Common Shares at any time after the Period.

3.5 During the Period, the Board is authorised under the Authorisation to suppress or limit any preferential or pre-emptive rights of any type of the Shareholders for the purpose of the issue of Beneficiary Certificates A under Article 3.2 (which suppression or limitation applies, for the avoidance of doubt, for the conversion of the Beneficiary Certificates A into, and the issue of, Conversion Common Shares and no further waiver, suppression or limitation is required). For such purpose, the Board shall have the necessary authority to suppress or limit any preferential or pre-emptive rights of any type that the Shareholders may have as required by Article 3.3.

3.6 The share capital of the Company may further be increased or decreased by a resolution passed in a General Meeting subject to these Articles and the relevant Stockholders Agreement (if any).

3.7 Any share premium paid in by a Shareholder on the Common Shares subscribed at the time of the issuance shall be recorded on the share premium account. The share premium, the Capital Contribution or other available reserves shall be distributable in accordance with the provisions of these Articles and are also, for the avoidance of doubt, available for the redemption of Common Shares or Beneficiary Certificates or any distributions thereon or the issuance of Common Shares or Beneficiary Certificates by way of incorporation into the share capital or as the case may be BC A Reserve or BC B Reserve in accordance with these Articles.

3.8 In the case of an issuance of Common Shares, other than for any issuance upon conversion of Beneficiary Certificates A made pursuant to Article 3.3 for which such preemptive rights are suppressed in accordance therewith in connection with the issuance of Beneficiary Certificates A, in consideration for a payment in cash or an issuance in consideration for a payment in cash of those instruments covered in article 32-4 of the Luxembourg Companies Law, including, without limitation, convertible bonds that entitle their holders to subscribe for or to be allocated with Common Shares, the Shareholders shall have pro rata pre-emptive rights with respect to any such issuance in accordance with the Luxembourg Companies Law, unless such pre-emptive rights are waived, suppressed or limited in accordance with the Luxembourg Companies Law.

3.9 Any issue of any Equity Securities or options or other rights to acquire Equity Securities, whether through exchange, conversion or otherwise must comply with these Articles and the relevant provisions of the Stockholders Agreement (if any).

3.10 The General Meeting may approve capital contributions without the issuance of new shares or other Equity Securities (a Capital Contribution) by way of a payment in cash or a payment in kind or otherwise, which shall be booked in the capital contribution account (account 115 “capital contribution without the issuance of new shares in the company” of the Luxembourg standard chart of account dated June 10, 2009) (the Capital Contribution Account).

4. Beneficiary certificates.

4.1 The Beneficiary Certificates A shall, after the first issuance of Beneficiary Certificates, at all times, in the aggregate if converted into Common Shares, represent 67% (sixty-seven per cent) of the outstanding Common Shares (on a fully-diluted basis). The voting powers, preferences and relative participation, optional or other special rights and privileges and qualifications, limitations or restrictions of the Beneficiary Certificates are as set forth below.

4.2 Beneficiary Certificates A and Beneficiary Certificates B may be issued by the Company in accordance with these Articles. The Beneficiary Certificates do not form part of the share capital and any amount paid in and any amount allocated from available reserves (including share premium and Capital Contribution or other available reserves) and profits to the Beneficiary Certificates A or Beneficiary Certificates B shall be allocated to the BC A Reserve or the BC B Reserve pursuant to Article 4.6 or Article 4.7, as applicable.

4.3 The Board has the power, is authorised and is required to issue Beneficiary Certificates A pursuant to Articles 3.2 and 4.5 and Beneficiary Certificates B pursuant to Article

4.5. The Board shall only have the power to issue Beneficiary Certificates as set out in Articles 3.2 and 4.5. No Beneficiary Certificates may be issued by the General Meeting.

4.40 Beneficiary Certificates A are currently issued and 0 Beneficiary Certificates B are currently issued. The accounting par value of the Beneficiary Certificates is set at USD 0.0001 (a thousandth of a cent).

4.5 The Board must issue Beneficiary Certificates as follows:

(a) on the first date of issuance of Series A Preferred Shares to the Investor pursuant to Article 3.2, the Board must issue to the Investor 18,200,000,000 (eighteen trillion two hundred billion) Beneficiary Certificates A for an issue price to be paid in cash per Beneficiary Certificate A equal to its accounting par value;

(b) on the first date of issuance of the Series A Preferred Shares to the Investor, the Board must issue to the Investor 37,500,000 (thirty-seven million five hundred thousand) Beneficiary Certificates B for an issue price to be paid in cash to be determined by the Board pursuant to the relevant Subscription Agreement (if any); and

(c) the Board may issue by up to 36,413,043 (thirty-six million four hundred thirteen thousand and forty-three) Beneficiary Certificates B to the BC B Holders, as PIK Certificates to be issued pursuant to Article 5, by way of incorporation of an amount equal to the aggregate accounting par value of the PIK Certificates to be issued from distributable profits and reserves, including without limitation the share premium, Capital Contribution or other available reserves, to the BC B Reserve.

4.6 Any amount paid in and any amount allocated from available reserves (including the share premium, Capital Contribution or other available reserves) and profits for the issuance of Beneficiary Certificates A shall be recorded in the reserve for the Beneficiary Certificates A (the BC A Reserve). The BC A Reserve is available only for the purpose of (i) the issuance of Conversion Common Shares in accordance with Article 11 upon conversion of Beneficiary Certificates A and (ii) the redemption of Beneficiary Certificates A in accordance with these Articles, and no distributions may be otherwise made out of the BC A Reserve. The losses of the Company cannot be allocated to the BC A Reserve.

4.7 Any amount paid in and any amount allocated from available reserves (including the share premium, Capital Contribution or other available reserves) and profits for the issuance of Beneficiary Certificates B shall be recorded in the reserve for the Beneficiary Certificates B (the BC B Reserve). The BC B Reserve is available only for the purpose of (i) the redemption of Beneficiary Certificates B in accordance with these Articles, and (ii) the distribution of the Liquidation Preference, and no distributions may be otherwise made out of the BC B Reserve. The losses of the Company cannot be allocated to the BC B Reserve.

4.8 Before taking any action, or simultaneously with the occurrence of any event, that would cause the Beneficiary Certificates A to represent less than 67% (sixty-seven per cent) of the outstanding Common Shares (on a fully-diluted basis) (including, without limitation, any issuance of Common Shares or Equity Securities convertible into Common Shares or any consolidation (by reverse stock split or otherwise)), the Company and each Common Holder will take any corporate or other action which may be necessary in order that the Beneficiary Certificates A represent 67% (sixty-seven per cent) of the outstanding Common Shares (on a fully-diluted basis), including the issuance of additional Beneficiary Certificates A to the BC A Holders at no cost and allocating an amount equal to the accounting par value of such additional Beneficiary Certificates A to the BC A Reserve.

4.9 Beneficiary Certificates A

(a) The Beneficiary Certificates A are convertible into Conversion Common Shares pursuant to these Articles (and/ or the relevant Stockholders Agreement) at a one to one ratio.

(b) Subject to clause (c) below, each Beneficiary Certificate A shall entitle its holder to (i) one voting right in respect of decisions relating to any Specified Action and (ii) be convened and to attend any General Meeting that will deliberate on any Specified Action.

(c) During the continuance of a Trigger Event (but subject as set out in Article 9.4), each Beneficiary Certificate A shall entitle its holder to (i) be convened and to attend any General Meeting that will deliberate on any matters and (ii) one voting right in respect of decisions relating to any matters.

Each Beneficiary Certificate A is designated as a Voting Beneficiary Certificate in respect of (i) decisions relating to any Specified Action and (ii) decisions relating to any matters during the continuance of a Trigger Event (but subject as set out in Article 9.4).

4.10 Beneficiary Certificates B

(a) The Beneficiary Certificates B shall not be entitled to be convened, to attend and to vote at any General Meeting.

(b) The Beneficiary Certificates B shall have the economic rights described in these Articles and/or the relevant Stockholders Agreement.

4.11 The Company may only issue Beneficiary Certificates A and Beneficiary Certificates B to the Preferred Holders, allocated amongst them in accordance with their respective Common As-Converted Percentage (it being understood, however, that the Beneficiary Certificates A shall, at all times prior to a Drop Away Event, represent not less than 67% (sixty-seven per cent) of the Common Shares).

4.12 Without prejudice to the Company's obligation to record the conversion of Beneficiary Certificate A into Conversion Common Shares in accordance with Article 11 upon the occurrence thereof, the Company shall periodically record (with such recording to occur not less than once in every quarter) in notarial form (i) the issuance or redemption of Beneficiary Certificates A in accordance with these Articles and (ii) the issuance or redemption of Beneficiary Certificates B in accordance with these Articles. The Board or an appointee of the Board is authorised and empowered to see to any requisite formalities in relation with any recording in a notarial deed acknowledging any such issuance, redemption or conversion including, without limitation, any amendment which need to be made to these Articles.

5. Dividend distributions.

5.1 The Common Shares and the Beneficiary Certificates B shall be entitled to dividend distributions in the manner set out in these Articles. The Common Holders shall be entitled to receive out of the share premium of the Company a one-off special cash distribution in the aggregate amount of USD 67,820,000 (sixty-seven million eight hundred and twenty thousand United States Dollars) (the Special Distribution) subject to and after the issuance of the Beneficiary Certificates A and Beneficiary Certificates B to the Investor pursuant to Article

4.5 (a) and (b). The Special Distribution shall be declared by the General Meeting on a date which shall be no earlier than the date of the first issuance of the Beneficiary Certificates A and Beneficiary Certificates B to the Investor and no later than 3 (three) Business Days after such date.

5.2 The BC B Holders shall be entitled to receive dividends with respect to each Beneficiary Certificate B so held (and any accumulated but unpaid dividends thereon) which shall accrue as provided in this Article 5 and shall be payable on each Quarter Date beginning with March 31, 2015 out of any assets, funds or reserves legally available for payment of dividends prior and in preference to any declaration or payment of any dividend payable on the Common Shares or any other class or series of Equity Securities.

5.3 Dividends on each Beneficiary Certificate B shall accrue on the Economic Entitlement of each Beneficiary Certificate B from day to day at the Dividend Rate from and after the first date of issuance of the Beneficiary Certificates B and shall be cumulative (Accruing BC B Dividend). Accruing BC B Dividends shall be payable either in kind through the issuance of additional Beneficiary Certificates B (a PIK Dividend and such Beneficiary Certificates B, PIK Certificates) or, at the Company's option, in cash.

5.4 In the event there are not sufficient assets, funds or reserves legally available for the payment of an Accruing BC B Dividend in cash or PIK Certificates, such Accruing BC B Dividend shall continue to accrue and accumulate thereon at the Dividend Rate, compounding on the Quarter Dates if not paid in cash or by PIK Dividend as a result of insufficient reserves or otherwise. Accruing BC B Dividends on the outstanding Beneficiary Certificates B shall cease to accrue and shall no longer be payable once the Common As-Converted Percentage of the Preferred Holders attributable to Series A Preferred Shares (calculated as if all dividends have been paid in kind through the issuance of additional PIK Shares) on an as-converted basis equals 42.5% (forty-two point five per cent) (subject to appropriate adjustment in the event of a stock split, stock dividend, combination, reclassification or similar event affecting the Series A Preferred Shares after the first date of issuance of Series A Preferred Shares).

5.5 Whenever a dividend provided for in this Article 5 is paid as a PIK Dividend, the value of the PIK Certificate issued shall be equal to the Economic Entitlement and, in relation to the issuance of certificates in the payment of the PIK Dividend, an amount equal to the accounting par value of the Beneficiary Certificates B shall be incorporated from the available reserves and profits of the Company to the BC B Reserve.

5.6 Notwithstanding the foregoing provisions, any cash amounts paid pursuant to articles 5.2 to 5.4 of the M&G Chemicals Articles to any BC B Holder (in its capacity as a Preferred Holder) attributable to Accruing Series A Dividends paid on account of Series A Preferred Shares held by such BC B Holder (the Accruing Series A Dividend) shall automatically

be deemed to offset any obligation of the Company under Articles 5.2 to 5.4 and corresponding amounts which would otherwise have been due or payable under the foregoing provisions of Articles 5.2 to 5.4 shall no longer be due or payable. For the avoidance of doubt, any dividends payable to Preferred Holders pursuant to the participation rights in article 5.5 of the M&G Chemicals Articles shall not offset the Accruing BC B Dividends.

5.7 For the purpose of these Articles, in respect of dividend distributions or redemptions, the terms “assets, funds or reserves legally available for payment” or any similar terms used in these Articles shall refer to the reserves (including share premium, Capital Contributions or other reserves) as well as profits available for distributions.

6. Liquidation preference.

6.1 Subject to Article 6.5, upon the occurrence of a Liquidation Event, the BC B Holders shall be entitled to receive, prior and in preference to any payment or distribution and, in respect of a liquidation, setting apart for payment or distribution of any of the assets, funds or reserves of the Company to the holders of the Common Shares and to the holders of any other Capital Stock, an amount in cash with respect to each Beneficiary Certificate B (the Liquidation Preference), equal to the Redemption Price.

6.2 For the avoidance of doubt, if, upon the occurrence of the Liquidation Event (if applicable), the assets, funds or reserves legally available for distribution by the Company among the BC B Holders shall be insufficient to permit the payment to such holders of their full Redemption Price, then the entire assets, funds or reserves of the Company legally available for distribution to such holders shall be distributed ratably among the BC B Holders based upon the aggregate Redemption Price of the Beneficiary Certificates B held by each such BC B Holder and thereafter the Company shall distribute all additional assets, funds or reserves that become legally available for distribution to such holders until the Beneficiary Certificates B receive the aggregate Redemption Price.

6.3 Upon the occurrence of a Sale Event, subject to Article 6.5, all Beneficiary Certificates B shall be redeemed by the Company at a price per Beneficiary Certificate B equal to the Redemption Price at the time of consummation of a Sale Event.

6.4 Without limiting the consent rights of the BC A Majority, the Company shall not have the power to, and shall not effect any transaction (and the Stockholders agree not to effect any transaction) that constitutes a Sale Event unless the transaction documents relating to such transaction provide for the payment of the Redemption Price on all Beneficiary Certificates B in accordance with Article 6.3, unless declined by the BC B Majority in accordance with Article 6.5.

6.5 The Company shall give written notice of any Liquidation Event or Sale Event (Newco Special Event Notice) to each BC B Holder (i) not less than 30 (thirty) days prior to a Sale Event and (ii) as promptly as possible after obtaining knowledge of a Liquidation Event and in any event not less than 30 (thirty) days prior to the date on which distributions or payments are to be made to Equity Securities pursuant to Article 6.1 in connection with such Liquidation Event specifying in reasonable detail the terms of such transaction or event and the Redemption Price payable to such holder payable in connection with such Liquidation Event or Sale Event specifying that such holders have the right to elect to decline to participate in such Liquidation Event or Sale Event by sending written notice to the Company within the period and otherwise in accordance with this Article 6.5. The BC B Majority may, by written notice to the Company within 30 (thirty) days of the Newco Special Event Notice, elect to decline redemption or participation in such Sale Event or Liquidation Event, as applicable, in which case no redemption of such Beneficiary Certificates B shall occur in connection with such Sale Event and no payments shall be made to the Beneficiary Certificates B in connection with such Liquidation Event, as applicable. If the holders of Beneficiary Certificates B have elected to decline to participate in any Liquidation Event, such holders shall be deemed to have waived their rights as holders of Beneficiary Certificates B in connection with such Liquidation Event and such Liquidation Event shall be deemed a Drop Away Event with respect to the Beneficiary Certificates (but not, for the avoidance of doubt, any Equity Securities of M&G Chemicals), it being understood that such election shall not affect their rights as holders of Convertible Preferred Equity Securities (and for the avoidance of doubt, no redemption of Beneficiary Certificates B shall occur or be deemed to occur in connection therewith for purposes of Article 8 of these Articles or article 17 of the M&G Chemicals Articles or Section 2.11 in the Stockholders Agreement or Section 2.11 of relevant M&G Shareholders Agreement (i.e., no adjustment in the Series A Preferred Shares shall occur in connection therewith or as a result thereof)).

6.6 Nothing set forth in this Article 6 shall be deemed to modify any consent rights of the BC Holders in respect of any transactions described herein, any restrictions on transfer, or any other rights or remedies of the BC Holders (in addition to the Trigger Event Remedies and any other remedies available on a Specified Breach) with respect to any breach of such restrictions under these Articles, the relevant Stockholders Agreement, any other Transaction Agreement or Charter Document or applicable law. Without limiting the generality of the foregoing, nothing set forth herein and no exercise of remedies hereunder, nor any waiver thereof (including through a Remedy Election Redemption Acceptance) or redemption of the Beneficiary Certificates shall waive any right to accrued Post-Breach Interest.

7. Share repurchase and beneficiary certificates redemption.

7.1 The Company may, solely to the extent and under the terms permitted by law and these Articles and the relevant provisions of the relevant Stockholders Agreement, repurchase the Common Shares and redeem the Beneficiary Certificates. Any Common Share repurchase and any redemption of Beneficiary Certificates must comply with the relevant provisions of the relevant Stockholders Agreement (if any).

7.2 The repurchase of Common Shares and redemption of the Beneficiary Certificates can only be made by using available reserves (including the share premium, Capital Contributions or other available reserves) and profits.

7.3 Shares which have been repurchased or redeemed by the Company or purchased by an Affiliate (i) bear no voting rights, and have no rights to receive dividends, liquidation proceeds or any other distributions and (ii) must be cancelled and retired as soon as practicable and shall not be reissued, sold or transferred. Shares redeemed shall be cancelled in accordance with applicable law.

7.4 Redeemed Beneficiary Certificates are automatically cancelled on redemption.

7.5 Any Beneficiary Certificates A (and/or any Conversion Common Shares) or Beneficiary Certificates B which are redeemed, repurchased or otherwise acquired by the Company or its Affiliates shall be cancelled and retired as soon as practicable and shall not be reissued, sold or transferred. Any such Beneficiary Certificates (and/or Conversion Common Shares) that have been redeemed, repurchased or otherwise acquired shall bear no voting rights and have no rights to receive dividends, liquidation proceeds or any other distributions until their cancellation.

8. Adjustments to Newco securities; Drop away events.

8.1 Upon the occurrence of an Automatic Redemption Event, the Company may, at its option, deliver notice to the BC Holders and the Beneficiary Certificates A (or, in the event that the Beneficiary Certificates A have been converted into Conversion Common Shares, the Conversion Common Shares, but only if the Company has expressly opted for the repurchase of the Conversion Common Shares in the notice) and the Beneficiary Certificates B shall be then automatically, i.e. by mere operation of the terms of these Articles, redeemed or, in the case of Conversion Common Shares, repurchased by the Company as follows:

(a) if there are available reserves (including share premium and Capital Contributions or other available reserves) and profits on the date of the notice for redemption is sent pursuant to clause (c) below, a number of Newco Securities up to the total number of Newco Securities shall be automatically redeemed on such date (the Automatic Redemption Date), on a pro-rata basis between each holder of Newco Securities and on pro-rata basis between the Beneficiary Certificates A (or Conversion Common Shares if applicable) and the Beneficiary Certificates B held by them, for an aggregate amount equal to the Automatic Redemption Price;

(b) after the date the notice for redemption or, in the case of Conversion Common Shares, repurchase is sent under clause (a), if not all of the Newco Securities have been redeemed or, in the case of Conversion Common Shares, repurchased, the remaining Newco Securities shall be automatically redeemed or, in the case of Conversion Common Shares, repurchased up to the total number of Newco Securities, on a pro-rata basis between each holder of Newco Securities and on pro-rata basis between the Beneficiary Certificates A (or Conversion Common Shares if applicable) and the Beneficiary Certificates B held by them, for an aggregate amount equal to the Automatic Redemption Price, each time there are available reserves (including share premium and Capital Contributions or other available reserves) and profits in the Company (the date of each such redemption being a Postponed Automatic Redemption Date), and notice for redemption or, in the case of Conversion Common Shares, repurchase shall be sent by the Company pursuant to clause (c) below as soon as possible after the Postponed Automatic Redemption Date; and

(c) the notice for redemption or, in the case of Conversion Common Shares, repurchase of the Newco Securities hereunder shall be sent to each BC Holder in accordance with Article 24. This notice shall (i) specify the Automatic Redemption Date or the Postponed Automatic Redemption Date and the time at which payment may be obtained upon receipt of the wire transfer information from the holder of Newco Securities, (ii) provide a calculation of the aggregate cash consideration to be paid to such holder of Newco Securities (i.e., the number of redeemed or, in the case of Conversion Common Shares, repurchased Newco Securities multiplied by the Automatic Redemption Price applicable to such Newco Securities) and (iii) call upon such holder of Newco Securities to surrender to the Company, in the manner and at the place designated, his, her or its certificate or certificates (if any) representing such holder's Newco Securities.]

For the purpose of the repurchase of Conversion Common Shares by the Company under this Article 8, the Board was authorised, at the General Meeting held on 13 January 2015, to repurchase Conversion Common Shares on the terms and conditions further set out in such authorisation. This authorisation was granted to the Board pursuant to article 49-2 of the Luxembourg Companies Law. Each Common Holder consents through the holding of Conversion Common Shares to the repurchase of its Conversion Common Shares by the Company, acting through the Board, on the terms set out in, and subject to, this Article 8 and the applicable Shareholders Agreement (if any).

For the avoidance of doubt, the term "redemption", "redeem", or "redeemed" in these Articles with respect to Conversion Common Shares shall be understood as a reference to the "repurchase (of own shares)" or the verb "repurchase" or "repurchased" pursuant to article 49-2 of the Luxembourg Companies Law.

8.2 The Board (or its delegates) shall on the Automatic Redemption Date or the Postponed Automatic Redemption Date, as the case may be, and in any event no later than 1(one) Business Day after such date record such automatic redemption or repurchase of the Newco Securities, and duly update the Register and/or register of Beneficiary Certificates.

8.3 Other than in connection with or following a Newco Redemption Event, it is the intention that the Aggregate BC B Redemption Price and Aggregate Series A Redemption Price equalize after any conversion, repurchase or redemption (including repurchase or redemption upon a Liquidation Event) of Series A Preferred Shares or Beneficiary Certificates

B and to give effect to such principle (but without duplication of any other reductions or offsets) (i) upon any conversion or redemption (or repurchase or purchase by an Affiliate of the Company) of Series A Preferred Shares, a number of Beneficiary Certificates B shall be redeemed at a price per Beneficiary Certificate B equal to the accounting par value of a Beneficiary Certificate B to the extent necessary so that after giving effect thereto and any cancellation of Beneficiary Certificates B to occur under Article 7.5 in connection therewith, the Aggregate BC B Redemption Price is equal to the Aggregate Series A Redemption Price and (ii) upon any redemption of Beneficiary Certificates B, a number of Series A Preferred Shares shall be redeemed at a price per share equal to the par value of a Series A Preferred Share to the extent necessary so that after giving effect thereto and any cancellation of Series A Preferred Shares to occur in connection therewith under article 17.3 of the M&G Chemicals Articles, the Aggregate BC B Redemption Price is equal to the Aggregate Series A Redemption Price; provided, that, (A) notwithstanding anything to the contrary contained herein, the foregoing shall not apply with respect to any redemption (or repurchase or purchase in the case of Conversion Common Shares) of Beneficiary Certificates A, Beneficiary Certificates B, Conversion Common Shares or Resinas Class B Shares in connection with, during or following a Drop Away Event (other than a Drop Away Redemption) and (B) under no circumstances shall any adjustment under this Article 8 or article 17 of the M&G Chemicals Articles or the relevant section of the relevant Stockholders Agreement or M&G Shareholders Agreement reduce the Aggregate BC B Redemption Price or the Aggregate Series A Redemption Price to an amount less than the Current Preferred Balance at the date of determination.

8.4 In respect of a redemption of Beneficiary Certificates B under Article 8.3 (i), the Company shall give written notice of the redemption of the Beneficiary Certificates B to each BC B Holder of record (as of the close of business on the Business Day next preceding the day on which notice is given) at the address indicated in the register of Beneficiary Certificates B, which notice shall (i) specify the redemption date (which shall be no later than 5 (five) days after the date on which the notice is given) and the place at which payment may be obtained, (ii) provide a calculation of the aggregate cash consideration to be paid to such BC B Holder (i.e., the number of Beneficiary Certificates B multiplied by the redemption price pursuant to Article 8.3) and (iii) call upon such BC B Holder to surrender to the Company, in the manner and at the place designated, his, her or its certificate or certificates (if any) representing such BC B Holder's Beneficiary Certificates B to be redeemed.

8.5 Without duplication for any other offsets or reductions under these Articles or any Transaction Agreement or Charter Document, the amount payable with respect to any redemption (or purchase by an Affiliate of the Company) of Series A Preferred Shares or Beneficiary Certificates B shall be reduced by any amounts actually received by the holder in respect of any Non-Economic Shares.

8.6 Without duplication for any refund made under article 17.7 of the M&G Chemicals Articles or Section 2.11(f) of the relevant M&G Shareholders Agreement, if BC B Holders receive redemption payments in respect of Non-Economic Shares after all Convertible Preferred Equity Securities and Beneficiary Certificates B have been redeemed (or purchased by an Affiliate of the Company) in accordance with the terms of the M&G Articles and these Articles, each BC B Holder shall remit its ratable portion of such over-payment to the Company.

8.7 Notwithstanding any other provision of these Articles to the contrary, if at any time both the Series A Preferred Shares and the Beneficiary Certificates B are entitled or subject to redemption (or purchase by an Affiliate of the Company) or liquidation payment at the same time or as result of the same event, the BC B Majority may elect to have the provisions applicable to the Series A Preferred Shares rather than the provisions of these Articles apply it being the intention that the holders of the Series A Preferred Shares have the benefit of their full Liquidation Preference (as defined in the M&G Chemicals Articles); provided that, during the continuance of a Trigger Event if a Remedy Election Notice has been issued and not revoked, the redemption right under Article 9.5 shall apply.

9. Trigger events and remedies.

9.1 Subject as set out in Article 9.4 below, from and after the occurrence of any Trigger Event through the date that such Trigger Event is cured by the Company (if curable) (such period, the Suspension Period), the BC A Holders shall have the right, in their sole discretion (as determined by the BC A Majority), to exercise any or all of the following remedies (the Trigger Event Remedies):

(a) convert the Beneficiary Certificates A into Common Shares on a one-to-one basis without payment of any additional consideration in accordance with Article 11;

(b) vote all Beneficiary Certificates A or Common Shares to vote to remove and replace any and all Directors of the Board;

(c) vote all Beneficiary Certificates A and Common Shares to appoint new Directors of the Board;

(d) take all other actions legally or contractually permitted to control the Company, in their capacity as holders of Capital Stock or through their directors on the Board, including voting Equity Securities of direct and indirect Subsidiaries of the Company (including to remove and replace existing members of the boards of directors of such Subsidiaries), selling or otherwise disposing of assets of the Company (including a sale of the Company or all or substantially all of its assets), applying proceeds of any such disposition of assets in accordance with the relevant Stockholders Agreement (if any) and these Articles and declaring and paying dividends or redeeming shares;

(e) call General Meetings or of the Board through the A Director(s) (or procuring that such meetings be called) in accordance with Luxembourg law and determining the agenda thereof, including as necessary to take actions described in clauses (a) through (d) above

9.2 The Company and each holder of Capital Stock of the Company (i) acknowledges the rights of the BC A Holders under this Article 9 and understands and consents to the BC A Holders (and any A Directors) exercising all rights and remedies described herein or otherwise available under applicable law in the event a Trigger Event has occurred (but subject as set out in Article 9.4) and (ii) waives (through the holding of Capital Stock in respect of holders of Capital Stock), to the maximum extent permitted under applicable law, all rights to consent to or approve any such actions or to object to or contest any such action.

9.3 If the BC A Majority challenges whether such Newco Affiliate Transaction constitutes a Permitted Newco Transaction or Excluded Newco Transaction, the relevant parties to such Newco Affiliate Transaction may elect within 14 (fourteen) days of such challenge to unwind, or amend the terms of, such Newco Affiliate Transaction and thereby cure any alleged breach; provided, further, that the cure right provided in this Article 9.3 (and any corresponding provision of any other Transaction Agreement or Charter Document) shall only be available a total of three times in the aggregate for all Newco Group Members and in no event shall the cure right be permitted if such alleged breach is an intentional breach (after which each Newco Affiliate Transaction shall require the consent of the BC A Majority). Any failure by the BC A Holders to object to any Newco Affiliate Transaction shall not waive any right of such BC A Holders to challenge whether such transaction is a Permitted Newco Transaction or an Excluded Newco Transaction.

9.4 The BC A Holders may not exercise Trigger Event Remedies or any other rights and remedies otherwise permitted by Articles 9.2 and 9.3 above until after delivery of written notice by the BC A Majority to the Company of the BC A Holders' intention to exercise Trigger Event Remedies (the Remedy Election Notice), provided that, the foregoing shall not restrict the ability of the BC A Majority to challenge whether a Permitted Newco Transaction or other Specified Action has occurred prior to delivering a Remedy Election Notice. In addition, the BC A Holders may not take any Trigger Event Remedies under clauses (a)-(e) of Article 9.1, except that (i) the A Director may call a meeting of the Board and (ii) the BC A Holders or the A Director may request the Board to call a General Meeting (with the agenda to be determined by, or as directed by, the BC A Majority in accordance with Article 9.1(e) and the Board (or its delegate pursuant to the following clause (iii)) shall then call such General Meeting and (iii) the Board shall on or prior to the date of the first issuance of Beneficiary Certificates delegate power to the A Director (and shall at all times maintain such delegation in full force and effect including by repeating, renewing or confirming such delegation) to upon request of the BC A Holders convene the General Meeting in the name of the Board; provided, that, such date of the General Meeting is set for a date falling more than 10 (ten) days after the Remedy Election Notice is received by the Company or, if a Remedy Election Redemption Notice is given in accordance with Article 9.5, the day following the Remedy Election Redemption Date, and if the Remedy Election Redemption occurs (or the Remedy Election Notice is otherwise rescinded and terminated), any such exercise of Trigger Event Remedies shall terminate and such General Meeting shall be cancelled. For the avoidance of doubt, this Article 9.4 shall not restrict the BC A Holders from challenging any Specified Action or from enforcing any other rights and remedies (other than the Trigger Event Remedies, and then to the extent limited in this Article 9.4) under the relevant Stockholders Agreement (if any), these Articles, any other Transaction Agreement or applicable law in connection with any breach of the relevant Stockholders Agreement (if any), these Articles or any other Transaction Agreement or Charter Document.

9.5 If a Remedy Election Notice is given to the Company, the Company may, by written notice to the BC B Holders (the Remedy Election Redemption Notice), offer to redeem (or designate an Affiliate of the Company to purchase those Beneficiary Certificates B then outstanding) all but not less than all of the Beneficiary Certificates B at a price per Beneficiary Certificate B equal to the Redemption Price on a date specified in such notice (the Remedy Election Redemption Date) not less than 15 and not more than 20 (twenty) days from the date of such Remedy Election Redemption Notice. Such Remedy Election Redemption Notice must (i) be given to the BC B Holders within 10 (ten) days of receipt of the Remedy Election Notice and (ii) specify that it is being delivered pursuant to this Article 9.5, and (iii) indicate the Redemption Price to be paid for the Beneficiary Certificates B and (iv) instruct the BC B Holders that unless notice is given by them accepting the Remedy Election Redemption Notice within the period specified and otherwise in accordance with this Article 9.5 the Remedy Election Notice shall be deemed rescinded. Any such Remedy Election Redemption Notice shall be irrevocable once delivered. If a Remedy Election Redemption Notice is given to the BC B Holders, the BC B Majority may by written notice to the Company (a Remedy Election Redemption Acceptance) given within 10 (ten) days of receipt of the Remedy Election Redemption Notice accept such redemption offer on behalf of all BC B Holders. If a Remedy Election Redemption Acceptance is not given to the Company within the 10 day period provided in the preceding sentence the Remedy Election Notice with respect to the Trigger Event or Trigger Events in existence at such time shall be deemed rescinded and terminated. Notwithstanding the foregoing, no waiver under this Article 9.5 shall constitute a waiver of any other Trigger Events or a waiver of any other rights or remedies of the BC Holders under these Articles, any Transaction Agreement or applicable law as a result of the Trigger Events giving rise to such Remedy Election Notice. If the Remedy Election Redemption Notice is accepted by delivery of a Remedy Election Redemption Acceptance, all Beneficiary Certificates B shall be redeemed by the Company (or the Company may designate an Affiliate of the Company to purchase those Beneficiary Certificates B) at a price per Beneficiary Certificate B equal to the Redemption Price on the Remedy Election Redemption Date (a Remedy Election Redemption). If a Remedy Election Redemption Acceptance

is given and all Beneficiary Certificates B are not redeemed in accordance with the preceding sentence, all restrictions on exercise of remedies under Article 9.4 shall terminate immediately, and the right of the Company to complete such redemption or to make any additional redemption (or, as the case may be, purchase) offers under this Article 9 shall terminate.

10. Conversion.

10.1 The Beneficiary Certificates A are convertible, at the option of the holders, into Conversion Common Shares in accordance with these Articles.

11. Optional conversion.

11.1 Any BC A Holder may, during a Suspension Period (but subject as set out in Article 9.4), without the payment of additional consideration by the holder thereof, convert all or any portion of the Beneficiary Certificates A held by such BC A Holder into Common Shares on a one-to-one basis.

11.2 A BC A Holder shall exercise its conversion rights with respect to Beneficiary Certificates A (the Converted BCs A) by delivering, in the manner set out in Article 24, to the Company a duly signed written notice, substantially in the form as may be attached for such purpose to the relevant Stockholders Agreement (the Conversion Notice), of such exercise setting out: (i) the total number of Beneficiary Certificates A, (ii) such registered holder's name and, if applicable, the names of the nominees in which such registered holder wishes the Common Shares to be issued on such conversion; and (iii) customary representations regarding ownership of the converted Beneficiary Certificates A as required in the Conversion Notice.

11.3 Upon receipt of the Conversion Notice by the Company, the conversion of the Converted BCs A into Common Shares issuable upon such conversion (such Common Shares, the Conversion Common Shares) occurs and takes effect automatically, i.e. by the mere operation of the terms of these Articles, the Converted BCs A are converted into Conversion Common Shares and the issued capital of the Company is increased accordingly.

11.4 The Board (or its delegates) shall (A) immediately, and in any event no later than 1 Business Day after receipt by the Company of the Conversion Notice acknowledge and record such conversion and the related capital increase if any, and duly update the Register, the register of Beneficiary Certificates A and the Company's books and records and (B) shall have the conversion (and the changes in number of Beneficiary Certificates A and Common Shares) and the related capital increase recorded by way of notarial deed within 2 (two) Business Days from the date of receipt of the Conversion Notice.

11.5 Upon conversion of Beneficiary Certificates A, (A) each Converted BC A shall convert (and be reclassified) into one Common Share and (B) the capital of the Company shall be increased by an amount equal to the aggregate par value of the Conversion Common Shares into which the Converted BCs A convert. Such capital increase is effected by allocation of an amount equal to the par value of the Conversion Common Shares into which the converted BCs A convert to the issued share capital from the BC A Reserve.

11.6 The issuance of Common Shares upon conversion of the Converted BCs A shall be made without charge to the BC A Holder for any tax or other cost incurred by the Company in connection with such conversion and the related issuance of Common Shares. Upon conversion of each Converted BC A, the Company shall take all such actions as are necessary in order to insure that the Common Share issuable with respect to such Converted BC A shall be validly issued and fully paid.

11.7 The Company shall, at all times when Beneficiary Certificates A are outstanding, reserve and keep available out of its authorized share capital, for the purpose of effecting the conversion of the Beneficiary Certificates A, such amount of authorized share capital represented by Common Shares, free of any preemptive rights, as shall from time to time be sufficient to effect the conversion of all outstanding Beneficiary Certificates A; and if at any time the amount of authorized share capital shall not be sufficient to effect the conversion of all then outstanding Beneficiary Certificates A, the Company shall take such corporate action as may be necessary to increase its authorized share capital represented by Common Shares as shall be sufficient for such purposes, including, without limitation, engaging in reasonable efforts to obtain the requisite shareholder approval of any necessary amendment to these Articles and each Shareholder by acceptance and holding of shares agrees to approve any such amendment. Before taking any action that would cause the Beneficiary Certificates A to represent less than 67% (sixty-seven per cent) of the outstanding Common Shares (on a fully diluted basis) (including, without limitation, any issuance of Common Shares or Equity Securities convertible into Common Shares or any consolidation (by reverse stock split or otherwise)), the Company will take any corporate action which may be necessary in order that the Beneficiary Certificates A represent 67% (sixty-seven per cent) of the outstanding Common Shares (on a fully-diluted basis), including the issuance of additional Beneficiary Certificates A to the BC A Holders at no cost and allocating an amount equal to the accounting par value of such additional Beneficiary Certificates A to the BC A Reserve.

11.8 The BC A Reserve constitutes the advance payment of the par value (and actual issue price) of the Conversion Common Shares into which the Beneficiary Certificates A may convert pursuant to the terms hereof. In order to facilitate the conversion of the Converted BCs A into Conversion Common Shares and the related formalities, the Company shall, at all times when Beneficiary Certificates A are outstanding, ensure that losses will not be allocated at a General Meeting to the BC A Reserve and that the BC A Reserve must remain unaffected by any losses and take such corporate action

as may be necessary therefore, it being understood that any such losses (if any) shall not prevent or adversely affect the conversion of the Converted BCs A into Conversion Common Shares and the allocation of the relevant amount of the BC A Reserve to the issued share capital of the Company and related capital increase. The Company shall take any other steps that may be necessary or required under mandatory applicable law to issue the number of Common Shares required under Article 11; provided, that, the BC A Holders shall not be required to bear any cost or expense in connection therewith.

11.9 The Company shall pay any and all issue and other similar taxes, if any, that may be payable in respect of any issuance or delivery of Common Shares upon conversion or acquisition of Beneficiary Certificates A pursuant to this Article 11. The Company shall not, however, be required to pay any tax, if any, which may be payable in respect of any transfer involved in the issuance and delivery of Common Shares in a name other than that in which the Converted BCs A were registered, and no such issuance or delivery shall be made unless and until the person or entity requesting such issuance has paid to the Company the amount of any such tax or has established, to the satisfaction of the Company, that such tax has been paid.

11.10 If any event occurs of the type contemplated by the provisions of this Article 11 but not expressly provided for by such provisions, then the Board shall take all action so as to protect the rights of the BC A Holders.

12. Certificates and register(s).

12.1 The Common Shares of the Company shall be in registered form and will remain in registered form only.

12.2 The Register shall be kept at the registered office of the Company in Luxembourg. Such Register shall in particular record the name of each Shareholder, his residence and elected domicile, the number and class of Shares he holds, the transfers of Shares and the date of those transfers. In addition to the Register, the Company shall keep at its registered office a register for the registration of Beneficiary Certificates (one per type of securities).

12.3 If any Shares shall stand in the names of two or more persons, the Company shall be entitled to suspend the exercise of the rights attaching thereto until one joint holder is designated by those joint holders as the sole representative towards the Company in all matters, subject to the provisions of these Articles and in accordance with article 38 of the Luxembourg Companies Law. The person appointed as the sole representative towards the Company in all matters by all the joint holders of those Shares shall be named first in the Register. Only the joint holder of a Share named in the Register as representative appointed by all the joint holders of such Share, shall be entitled to exercise the rights attached to such Share, including without limitation, (i) to be served notices by the Company, including convening notices relating to General Meetings (ii) to attend General Meetings and to exercise the voting rights attached to the Share jointly held at any such meetings and (iii) to receive dividend payments in respect of the Share jointly held.

12.4 Upon request of a Common Holder or BC Holder, the Company must issue a certificate(s) evidencing registration of such Common Shares or Beneficiary Certificates in the holder's name (including the total number of and class held by such holder) in the relevant register(s) of the Company.

12.5 Upon receipt of evidence reasonably satisfactory to the Company (an affidavit without bond of the registered holder shall be satisfactory) of the ownership and the loss, theft, destruction or mutilation of any certificate evidencing Common Shares or Beneficiary Certificates and, in the case of any such loss, theft or destruction, upon receipt of indemnity reasonably satisfactory to the Company or, in the case of any mutilation, upon surrender of such certificate the Company shall (at its expense) execute and deliver in lieu of such certificate a new certificate of like kind evidencing registration of such Common Shares or Beneficiary Certificates in the holder's name (including the total number of and class held by such holder) in the relevant register(s) of the Company.

12.6 The terms of this Article 12 shall be applicable mutatis mutandis to the Beneficiary Certificates to the extent not already covered herein.

13. Transfers - General.

13.1 A Transfer of Common Shares or other securities of the Company shall be recorded in the relevant register by a written declaration of Transfer, such declaration of transfer to be dated and signed by both the transferor and the transferee, or by persons holding the necessary representative powers to act in this respect, or by the Company. The Company may also accept as evidence of Transfer other instruments of transfer evidencing the consent of the transferor and the transferee satisfactory to the Company.

13.2 Subject to and effective as from the time of the first issuance of the Beneficiary Certificates A, Transfers of Capital Stock may only be made in strict compliance with all applicable terms of of these Articles and the relevant Stockholders Agreement (if any), and any purported Transfer of Equity Securities that does not so comply with all applicable provisions of the relevant Stockholders Agreement (if any) shall be null and void and of no force or effect to the extent permitted by applicable law, and the Company shall not recognize or be bound by any such purported Transfer and shall not effect any such purported Transfer on the transfer books of the Company to the extent permitted by applicable law.

13.3 A BC Holder may not Transfer any of its Beneficiary Certificates or Conversion Common Shares except in accordance with article 19.7 of the M&G Chemicals Articles.

13.4 Subject to and effective as from the time of the first issuance of the Beneficiary Certificates A, neither M&G Chemicals nor MGI may Transfer any of its Common Shares or other Capital Stock until the earlier of 10 (ten) years

from the time of such issuance Beneficiary Certificates A and the occurrence of a Newco Redemption Event; provided, that, for the avoidance of doubt, any Transfer after such 10-year restricted period shall remain a Trigger Event.

13.5 Any Person who shall acquire (either voluntarily or involuntarily, by operation of law or otherwise) any Capital Stock shall be bound by and subject to the terms of those Articles (as applicable) and of the relevant Stockholders Agreement (if any) and, prior to registration of the transfer or issuance of any such securities on the Register(s) or other relevant register(s) of the Company, any purchaser or other transferee or person obtaining Capital Stock shall execute and deliver any adoption agreement on the terms and conditions of these Articles (as applicable) and set out in the relevant Stockholders Agreement thereby agreeing to be bound by and subject to the terms of the relevant Stockholders Agreement.

14. Certain company actions.

14.1 From and after the date of the first issuance of the Beneficiary Certificates A and until the occurrence of a Drop Away Event, the Company shall not and shall not permit any other Newco Group Member to, where applicable, either directly or indirectly, without (in addition to any other vote required by law or these Articles) the consent of the BC A Majority, which can be given in writing or given by an affirmative vote at a General Meeting, take any Specified Action, and any such Specified Action entered into without such consent or vote shall be null and void, ab initio, and of no force or effect.

14.2 In addition, effective as from the date of the first issuance of the Beneficiary Certificates A, during any Suspension Period, the Company shall not and shall not permit any other Newco Group Member to, where applicable, either directly or indirectly, without (in addition to any other vote required by law or these Articles or the relevant Stockholders Agreement) the consent of BC A Majority, which can be given in writing or given by an affirmative vote at a General Meeting, take any Suspension Period Action, and any such Suspension Period Action entered into without such consent or vote shall be null and void, ab initio, and of no force or effect.

14.3 Prior to incurring any Indebtedness (which would increase the amount of Indebtedness outstanding by more than \$10 million (ten million United States Dollars)), including any Additional Affiliate Debt, the Board shall be required to make due inquiry of each other Newco Group Member to verify the aggregate amount of Indebtedness of the Newco Group and confirm that, after giving effect thereto, no Trigger Event shall occur. Prior to lending or advancing funds outside of the Newco Group (which would increase the amount of loans outstanding by more than \$10 million (ten million United States Dollars)), the Board shall be required to make due inquiry of each other Newco Group Member to verify the aggregate amount of loans of the Newco Group outstanding and confirm that, after giving effect to such advance, all outstanding loans will be Permitted Newco Transactions.

15. Administration - Supervision.

15.1 The Company shall be managed by a Board composed of not less than five (5) members, who need not be Shareholders of the Company. Each Director shall be appointed as an A Director or as a B Director in accordance with Articles 15.3 and 15.4. Except as set out in Article 15.7, the Directors shall be elected at a General Meeting, which shall determine their term of office. Directors shall be eligible for re-election.

15.2 The Board of Directors shall always be composed so as to include, and shall only be validly composed if it so includes, the number of A Directors and the number of B Directors determined pursuant to Articles 15.3 and 15.4.

15.3 The Board shall always include one (1) A Director on the Board elected from candidates submitted by the BC A Holders; provided, that, during the continuance of a Trigger Event (but subject as set out in Article 9.4), all Directors on the Board shall be elected from candidates submitted by the BC A Holders, and who shall be A Directors.

15.4 The Board shall always (except as set forth herein) include four (4) B Directors on the Board elected from candidates submitted by M&G Chemicals and MGI, jointly exercising their rights under this Article 15 and being referred to as MG; provided, that, during the continuance of a Trigger Event (but subject as set out in Article 9.4), all Directors on the Board shall be elected from candidates submitted by the BC A Holders, MG having in such case no right to present a list of candidates.

15.5 Each of the BC A Holders and M&G will present a list containing candidates to serve as directors on the Board as A Directors, with respect to such candidates provided by the BC A Holders, or B Directors, with respect to such candidates provided by M&G, by notice in writing to the Company for election at the General Meeting, except that, during the continuance of a Trigger Event (but subject as set out in Article 9.4), all Directors on the Board shall be elected from candidates submitted by the BC A Holders pursuant to Article 15.3, MG having in such case no right to present a list of candidates.

15.6 Promptly (but in any event within one (1) Business Day) following the Company's receipt of the list referred to under Article 15.5, the Company will convene a General Meeting in order to resolve upon the appointment or replacement proposed in such list.

15.7 The Board shall have power from time to time and at any time to appoint any person as a Director to fill a vacancy because of death, retirement, resignation, dismissal, removal or otherwise; provided that an A Director may only be replaced by another person appointed as an A Director submitted as candidate by the BC A Holders and a B Director may only be replaced by another person appointed as a B Director submitted as candidate by MG. Any Director so

appointed shall hold office only until the next following General Meeting (including an annual General Meeting) of the Company and shall then be eligible for re-election at that meeting.

15.8 The General Meeting may at any time remove ad nutum any Director before the expiration of his period of office.

15.9 The Board shall have the most extensive powers to carry out all acts necessary to or useful in the fulfilment of the corporate purpose of the Company, subject however always to the provisions of these Articles (including Article 14). All matters not expressly reserved to the General Meeting by law or by these Articles shall be within its competence subject however always to the provisions of these Articles.

15.10 In accordance with article 60 of the Luxembourg Companies Law, the daily management of the Company as well as the representation of the Company in relation thereto may be delegated to one or more Directors, officers, managers or other agents, Shareholder or not, acting alone, jointly or in the form of committee(s). Their nomination, revocation and powers as well as special compensations shall be determined by a resolution of the Board.

15.11 Without prejudice to Article 14, the Board may likewise confer any special powers to one or more Board committees or proxies of its own choosing, who need not be Directors; provided, that, after the date of the first issuance of the Beneficiary Certificates A, the A Director be appointed to any such Board committee unless this requirement is waived by a Board resolution passed by a majority vote including in addition the affirmative vote of one A Director and one B Director.

15.12 The Board shall choose a Chairman among its members and may also elect one or more vice chairmen from among its own members. The Board shall meet upon a call to do so from its Chairman or of any two Directors, or pursuant to Article 9.4 by the A Director, at such place as shall be indicated in the convening notice. It may also choose a Secretary, who need not be a Director, and who shall be responsible for, among other things, keeping the minutes of the meetings of the Board and of the General Meeting. In the event that, at the time of a meeting of the Board, there are equal votes in favour and against a resolution, neither the Chairman nor any other Director shall have a casting vote.

15.13 The Chairman of the Board shall preside over meetings of the Board but, in his absence, the Board may designate by a majority vote another Director to take the chair of such meeting 15.14 The terms of Article 15.1 to 15.7 shall be effective as from the time of the first issuance of the Beneficiary Certificates A. Until such time, the Company shall be managed by a Board composed of at least three (3) members.

16. Special powers of attorney.

16.1 The Company may grant special powers of attorney to any person(s) and the Company shall be bound by the signature(s) of the person(s) to whom special power of attorney is granted, but only within the limits of such power of attorney.

17. Proceedings of directors.

17.1 Notice of any meeting of the Board shall be given in writing (including by letter, cable, telegram, facsimile, telex or email) to all Directors at least 4 (four) days before the date set for the meeting, except in the case of emergency where the notice may be reduced to 1 (one) day and, in which case the convening notice shall indicate the nature of and reasons for such emergency; provided, that, all notices shall be sent by facsimile or email in addition to any other method of delivery. Such convening notice may be waived upon agreement by all the Directors given in writing (including by letter, cable, telegram, facsimile, telex or email). Such convening notice may likewise be waived if all Directors are present or represented at the meeting and acknowledge the meeting as duly convened and agree to the waiver of the notice. No special convening notice shall be required for meetings to be held at a time and at a place set in a resolution previously adopted by all members of the Board. Any Director may participate in any meeting by telephone or any other telecommunications facility.

17.2 Any Director may have himself represented at any meeting of the Board by appointing another Director as his proxy, in writing (including by letter, cable, telegram, facsimile, telex or email). Any Director may represent one or more of his fellow Directors.

17.3 The Board may validly deliberate and act only if the majority of its members are present or represented, without prejudice to Article 14. All decisions of the Board shall be taken at the majority of the votes expressed by the Directors either present or represented at the meeting. If a Director abstains from voting or does not participate to a vote, this abstention or non-participation are not taken into account in calculating the majority. In the event of a conflict of interest as described in Article 17.8, where at least one director is conflicted with respect to a certain matter, (a) the Board may validly debate and make decisions on that matter only if at least the majority of its members who are not conflicted are present or represented and (b) decisions are taken by a majority of the votes expressed by the remaining Directors present or represented who are not conflicted. A meeting of the Board or any committee thereof may be held by way of a physical meeting. A meeting of the Board or any committee thereof may also be held by means of a telephone or teleconferencing or any other telecommunications facility provided that all participants are thereby able to communicate contemporaneously by voice with all other participants, and participation in a meeting pursuant to this provision shall constitute presence in person at such meeting. Any Director may participate in any meeting by telephone or any other telecommunications facility of such Director's consent.

17.4 The Board may, unanimously, pass resolutions by circular means when expressing its approval in writing, by cable, telegram, telex or facsimile, or any other similar means of communication. The entirety will form the minutes giving evidence of the passing of the resolution. The date of such a decision shall be the date of the last signature.

17.5 The minutes of meetings of the Board shall be signed by (i) the Chairman, except for the minutes of meetings of the Board relating to any of the Specified Actions which shall be signed by one A Director and one B Director (or until the time of the first issuance of the Beneficiary Certificates A, any two Directors), or (ii) after the occurrence of a Trigger Event by two A Directors (after notice to the Company of the exercise by the BC A Holders of any of the Trigger Event Remedies under clauses (b) or (c) of Article 9.1).

17.6 Copies or excerpts of such minutes intended to be used at law or otherwise shall be signed by (i) the Chairman, the Secretary or any two Directors, or (ii) after the occurrence of a Trigger Event by two A Directors (after notice to the Company of exercise by the BC A Holders of any of the Trigger Event Remedies under clauses (b) or (c) of Article 9.1).

17.7 The Company shall be bound in all matters by the (i) joint signature of one A Director and one B Director or, (ii) until the time of the first appointment of A Directors and B Directors, the single signature of any Director, or (iii) after the occurrence of a Trigger Event, after notice to the Company of the exercise of Trigger Event Remedies in accordance with Article 9.1, the single signature of any A Director. In respect of the daily management, the Company will be bound by the sole signature of the person appointed to that effect. The Board may, at all times, grant special powers of attorney to one or more B Directors that can bind by their signature(s) the Company in respect of any matters that do not relate to any of the Specified Actions.

17.8 In the event that a Director has a personal interest in an operation of the Company, he shall inform the Board of such personal interest and, where applicable, he may not take part in the debate or express a vote regarding that operation. A report shall be prepared regarding such affair and the personal interest of such Director, manager or attorney in fact and shall be brought to the knowledge of the next following General Meeting. In such case, the Board may validly debate and make decisions on that matter in accordance with the quorum and majority requirements set out in Article 17.3 in relation to conflict of interests. A Director who serves as director, officer or employee of any company or firm with which the Company shall contract or otherwise engage in business shall not, solely by reason of such affiliation with such other company or firm, be held as having an interest opposite to the interest of the Company for the purpose of this Article 17.8.

17.9 The Company shall keep indemnified to the extent permitted by law any Director or attorney in fact and their heirs, executors and estate administrators against any reasonable costs and expenses incurred by them by virtue of their involvement in legal proceedings or suits initiated against them by reason of their current or former holding of offices as Directors or attorneys in fact of the Company, except for any action for liability initiated by the Company, and that owing to such circumstances they ought not be entitled to any indemnification, except where they shall be found guilty of gross negligence or of having breached their duties to the Company; in case of an extra-judiciary compromise settlement the indemnity shall only be granted if the Company is informed by its legal counsel that the Director or attorney in fact to be indemnified has not failed in his duties to the Company. The above right to indemnification is not exclusive of any further rights of the said Director or attorney in fact.

18. Audit.

18.1 The operations of the Company shall be supervised by a statutory auditor, who need not be Shareholder of the Company. However, no statutory auditor shall be appointed if, instead of appointing a statutory auditor, one independent auditor (réviseur d'entreprises agréé) is appointed to perform the statutory audit of the annual accounts in accordance with applicable Luxembourg law. The statutory auditor or independent auditor (réviseur d'entreprises agréé) shall be appointed by the General Meeting. The appointment shall be made for a period of office ending on the day of the next annual General Meeting once his successor shall have been elected. The statutory auditor or independent auditor (réviseur d'entreprises agréé) shall remain in office until he has been re-elected or his successor has been elected.

18.2 The statutory auditor or independent auditor (réviseur d'entreprises agréé) shall be eligible for re-election.

18.3 The statutory auditor in office may be removed at any time, with or without cause, whereas the independent auditor (réviseur d'entreprises agréé) in office may only be removed (i) with cause or (ii) with both his approval and the approval of the General Meeting.

19. Financial year.

19.1 The financial year of the Company shall begin on the first of January of each calendar year and end on the thirty-first of December of each calendar year.

20. General meetings.

20.1 The Company shall in each year hold a General Meeting as its annual General Meeting in addition to any other General Meeting in that year and shall specify the General Meeting as such in the notices calling it. The annual General Meeting shall be held in Luxembourg at the registered office of the Company, and / or at any other location within the municipality of the registered office as may be indicated in the convening notices, on the third Thursday of the month of June at 11.30 a.m. Luxembourg time. If such day is not a Business Day in Luxembourg, the annual General Meeting shall be held on the following Business Day. The Company in the annual General Meeting shall hear the reports of the Board

and of the statutory auditor or independent auditor (réviseur d'entreprises agréé) and discuss the annual accounts. After the annual accounts have been approved, the General Meeting shall decide on the remuneration of, and whether discharge is to be granted to, the Directors and statutory auditor. Each Share is entitled to one vote and each Voting Beneficiary Certificate is entitled to one vote at any General Meeting. Except as otherwise required by law or these Articles, and unless otherwise provided for by these Articles or the Luxembourg Companies Law, resolutions at a General Meeting duly convened will be adopted at a simple majority of the votes cast (without prejudice to Article 14). Subject to the provisions of these Articles and in particular subject to the rights of the BC A Holders and BC B Holders, the votes cast shall not include votes attaching to Shares and Voting Beneficiary Certificates in respect of which the Shareholder or holder of Beneficiary Certificates, as the case may be, has not taken part in the vote or has abstained or has returned a blank or invalid vote.

20.2 Shareholders and holders of Voting Beneficiary Certificates may take part in a General Meeting through video-conference or through other means of communication allowing their identification are entitled to vote and 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 General Meeting.

20.3 The Board reasonably may determine any further conditions to be fulfilled by the Shareholders and the holders of Voting Beneficiary Certificates to be able to take part in General Meetings to the extent permitted by Luxembourg law; provided that no discrimination may be made between Shareholders and holders of Voting Beneficiary Certificates.

20.4 The Chairman shall take the chair at every General Meeting, or, if the Chairman is unable to attend then, a chairman ad hoc shall chair the relevant General Meeting.

20.5 The Board may, whenever it thinks fit, convene the Shareholders and the holders of Voting Beneficiary Certificates to a General Meeting at such time and place as the Board may determine and as shall be specified in the notice of such General Meeting in accordance with these Articles. The Board shall be obliged to convene a General Meeting if so requested pursuant to applicable law. Without prejudice to the right of the A Director, acting as delegate of the Board, to convene the General Meeting as set out in Article 9.4 (iii), the Board must convene a General Meeting:

(a) if requested by written notice by Shareholder(s) representing one-tenth of the share capital of the Company in accordance with article 70 of the Luxembourg Companies Law; or

(b) if requested by the BC A Holders in accordance with Article 9.4..

20.6 Except as otherwise provided in these Articles, any notice or document shall be served by the Company on any Shareholder and holder of Voting Beneficiary Certificates either personally or by sending it through the registered mail in a prepaid letter addressed to such holder at his registered address as appearing in the Register or register of Beneficiary Certificates; provided, that, all notices shall be sent by facsimile or email in addition to any other method of delivery. In the case of convening notices for General Meetings, notices will be served by the Company by sending through a registered mail to each Shareholder and each holder of Voting Beneficiary Certificates 8 (eight) days before the meeting and if required by the Luxembourg Companies Law, by advertisement published in the newspapers and the Luxembourg Official Gazette (Mémorial C, Recueil des Sociétés et Associations).

20.7 Any Shareholder or any holder of Voting Beneficiary Certificates shall be entitled to appoint another person as his proxy to attend and vote instead of him at the relevant General Meeting. Votes may be given either personally or by proxy. A proxy so appointed shall have the same right as the Shareholder and holder of Voting Beneficiary Certificates at the General Meeting except as expressly limited in the applicable proxy. A proxy need not be a Shareholder or a holder of Voting Beneficiary Certificates. A Shareholder or a holder of Voting Beneficiary Certificates may appoint any number of proxies to attend in his stead at any General Meeting.

20.8 Subject to these Articles, the requirements regarding the convening of, and the proceedings at, General Meetings shall be governed by Luxembourg law.

21. Distribution of profits.

21.1 From the annual net profits of the Company (if any), 5% (five per cent.) shall be allocated to the reserve required by law. This allocation shall cease to be required as soon as such legal reserve amounts to 10% (ten per cent.) of the share capital of the Company, but shall again be compulsory if the legal reserve falls below 10% (ten per cent.) of the share capital of the Company.

21.2 The annual General Meeting shall decide on the allocation of the annual results and the declaration and payments of dividends, as the case may be, in accordance these Articles (and in particular without limitation Article 5).

21.3 The Board may decide to declare and pay interim dividends, under the conditions and within the limits laid down in the Companies Act and in accordance with these Articles (and in particular without limitation Article 5).

21.4 The General Meeting and the Board may only decide to make distributions in accordance with these Articles.

22. Dissolution.

22.1 Subject to the provisions of these Articles and the affirmative vote of the Board and, prior to the occurrence of a Drop Away Event, the BC A Majority, the General Meeting may at any time resolve to dissolve the Company. In the event of a dissolution of the Company, the General Meeting shall appoint one or more liquidators whose mission shall

be to liquidate the Company and in particular to realise the aggregate of the movable and immovable assets of the Company and to settle its liabilities.

22.2 Under the liquidation of the Company, the surplus assets of the Company available for distribution shall be distributed in accordance with these Articles, including without limitation the distribution of the Liquidation Preference to the BC B Holders in accordance with Article 6, by way of advance payments or after payment (or provisions, as the case may be) of the Company's liabilities.

23. Amendments to the articles of association.

23.1 Subject to the provisions of these Articles and, prior to the occurrence of a Drop-Away Event, in respect of any relevant item of the definition of Specified Action, the consent of the BC A Majority pursuant to Article 14.1, the Company may at any time and from time to time by resolution passed at a General Meeting alter or amend its Articles in whole or in part. However, the nationality of the Company may be changed and the commitments of its Shareholders and holders of Beneficiary Certificates may be increased only with the unanimous consent of all the Shareholders, holders of Beneficiary Certificates and bondholders (if any) in a General Meeting. The terms of this Article 23.1 are without prejudice to those of Article 14.

23.2 The General Meeting at which any alteration to these Articles (or a resolution subject to the same quorum and majority requirements) is considered shall not validly deliberate unless, prior to the occurrence of a Drop-Away Event, in respect of any relevant item of the definition of Specified Action, the consent of the BC A Majority pursuant to Article 14.1 shall have been obtained, and at least (i) if no Voting Beneficiary Certificates are outstanding, one half of the issued capital or (ii) if Voting Beneficiary Certificates are outstanding, one half of the issued share capital and one half of the aggregate voting rights attached to (a) the Shares and (b) the Voting Beneficiary Certificates, is represented and the agenda indicates the proposed amendments to these Articles (or relevant resolutions) and, where applicable, the text of those which concern the objects or the form of the Company. If the first of these conditions is not satisfied, a second General Meeting may be convened, in the manner prescribed by these Articles and, if applicable, by means of notices published twice, at fifteen calendar days' interval at least and 15 (fifteen) calendar days before the General Meeting in the Luxembourg Official Gazette (Mémorial C, Recueil des Sociétés et Associations) and in two Luxembourg newspapers. Such convening notice shall reproduce the agenda and indicate the date and the results of the previous meeting. The second General Meeting shall validly deliberate, regardless of the proportion of the capital represented provided however that one half of aggregate voting rights attached to (a) the Shares and (b) the Voting Beneficiary Certificates are represented. At both General Meetings, resolutions, in order to be passed, must be carried by at least two-thirds of the votes validly cast at the relevant General Meeting. The votes cast shall not include votes attaching to Shares and Voting Beneficiary Certificates in respect of which the Shareholder or holder of Beneficiary Certificates, as the case may be, has not taken part in the vote or has abstained or has returned a blank or invalid vote. The terms of this Article 23.2 are without prejudice to those of Article 14. Notwithstanding anything to the contrary, no alteration to these Articles may be made that conflicts with the relevant Stockholders Agreement.

24. Notices.

24.1 All notices, requests, consents and other communications under these Articles, unless otherwise provided herein or required by law, shall be in writing and shall be delivered personally, by facsimile or electronic transmission, by internationally recognized courier service or by first class, certified or registered mail, return receipt requested, postage prepaid:

(a) if to the Company, at its registered office, or at such other address or addresses or any fax number or email address as may have been furnished by giving five days' advance written notice to all Shareholders and BC Holders;

(b) if to a Shareholder, at its address set forth in the Register, or at such other address or addresses or any fax number or email address as may have been furnished to the Company by giving 5 (five) days advance written notice; and

(c) if to a BC Holder, at its address set forth in the register of Beneficiary Certificates, or at such other address or addresses or any fax number or email address as may have been furnished to the Company by giving 5 (five) days advance written notice; provided, that, all notices shall be sent by facsimile or email in addition to any other method of delivery.

24.2 Notices provided in accordance with these Articles shall be deemed sent upon transmission, if sent by facsimile or electronic transmission with confirmation of receipt, or upon delivery if sent by an international courier service.

25. Adjustments for stock splits, etc.

25.1 Wherever in these Articles there is a reference to a specific number of shares or other interests of Capital Stock, or a price per share or other interest of such stock, then, upon the occurrence of any subdivision, combination or stock dividend of such class or series of stock, the specific number of shares or other interests or the price so referenced in these Articles shall automatically be proportionally adjusted to reflect the effect on the outstanding shares or other interests of such class or series of stock by such subdivision, combination or stock dividend. Wherever in these Articles a pro ration or other calculation is based on the number of shares or other interests of Capital Stock held, then such calculation shall be determined on the basis of the number of or other interests Capital Stock so held or deemed to be held on a fully diluted basis assuming full conversion and exercise of all convertible securities, warrants, options or other rights to acquire Common Shares other than conversion of Beneficiary Certificates A.

26. Aggregation of stock; Treatment of certain capital stock.

26.1 All Capital Stock held or acquired by a BC Holder or a Common Holder and its affiliated entities shall be aggregated together for the purpose of determining the availability of any rights and obligations under these Articles. For purposes of the foregoing, the shares or other interests held by any BC Holder that (a) is a partnership or corporation shall be deemed to include shares or other interests held by affiliated partnerships or the partners, retired partners and stockholders of such holder or affiliated partnership, or members of the “immediate family” (as defined below) of any such partners, retired partners and stockholders, and any custodian or trustee for the benefit of any of the foregoing persons and (b) is an individual shall be deemed to include shares or other interests held by any members of the stockholders’ immediate family (“immediate family” shall include any spouse, father, mother, brother, sister, lineal descendant of spouse or lineal descendant) or to any custodian or trustee for the benefit of any of the foregoing persons. All Capital Stock held by the Company in treasury or by any Subsidiary shall not be entitled to any economic rights, Voting Rights or other rights and the Company.

27. BC a majority and BC b majority.

27.1 Any of the rights, powers or preferences of the BC Holders set forth herein may be waived on behalf of all of the BC A Holders or BC B Holders, as applicable, by the affirmative consent or vote of the BC A Majority or BC B Majority, respectively; provided, that if any such waiver is to a provision in these Articles that requires a specific consent or vote (such as requiring the vote of a specified percentage of a particular class of voting securities) to take an action under such provision or to take an action with respect to the matters described in such provision, such waiver shall not be binding or effective unless such specific consent or vote is obtained.

28. Payment in united states dollars. All payments (and other amounts such as thresholds expressly referred to in U.S. Dollars) referred to under these Articles shall be made and referred to in United States dollars. Notwithstanding anything to the contrary contained herein, if any amount is referred to or denominated in a currency other than United States dollars, such amount shall be converted into United States dollars at the rate of exchange between the relevant currencies on the immediately preceding day on which such rate can so be determined, as determined by the Board in good faith.

29. Successors and assigns. Except as otherwise provided in these Articles, the provisions of these Articles shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties to the relevant Stockholders Agreement (if any), in each case to the extent that they are holders of Capital Stock or as the Company. Furthermore, references to any Person in these Articles (including any party to the relevant Shareholders Agreement (if any)) shall be deemed to include such Person’s successors or permitted assigns.

30. Third parties. Nothing in these Articles, express or implied, is intended to confer upon any person, other than the parties to the relevant Stockholders Agreement (if any) and their respective successors and assigns, in each case to the extent that they are holders of Capital Stock or as the Company, any rights, remedies, obligations or liabilities under or by reason of these Articles except as expressly provided in these Articles.

31. Application of Luxembourg law.

31.1 All matters not governed by these Articles shall be determined according to the Luxembourg Companies Law.“

Tenth resolution

The Meeting notes that the terms of Articles 15.1 to 15.7 of the Articles, which shall be effective as from the time of the first issuance of the Beneficiary Certificates A pursuant to article 15.14 of the Amended and Restated Articles. The Meeting notes that the first issuance of the Beneficiary Certificates A will follow after the Meeting.

The Meeting acknowledges that, at the time of the first issuance of the Beneficiary Certificates A:

- (i) the Board shall be composed of 5 members as per article 15.1 of the Amended and Restated Articles;
- (ii) 1 A Director on the Board shall be elected from candidates submitted by the BC A Holders, being Magnate S.à r.l., a société à responsabilité limitée (limited liability company) under Luxembourg law registered with the Luxembourg registre de commerce et des sociétés (register of trade and companies) under number B 189.985, as per Article 15.3 of the Amended and Restated Articles; and
- (iii) 4 B Directors on the Board shall be elected from candidates submitted by (i) M&G Chemicals, a société anonyme (public limited liability Company) under Luxembourg law, registered registered with the Luxembourg registre de commerce et des sociétés (register of trade and companies) under number B 174.890 and MGI (being the Sole Shareholder) jointly as per article 16.4 of the Amended and Restated Articles.

The Meeting acknowledges that the Company has submitted the following lists of Directors received from (i) Magnate S.à r.l. and (ii) M&G Chemicals and MGI jointly.

List of Magnate S.à r.l. in respect of the candidate as A Director Jennifer Mello, residing professionally at 345, California Street, suite 3300, San Francisco, CA94101

List of the M&G Chemicals and MGI jointly in respect of the candidates as B Directors

Massimo Martinetto

Enrico Colombo

Evert-Jan W. Ven der Slobe

Marco Toselli

The Meeting resolves to reclassify the following remaining directors of the Company:

- Massimo Martinetto having its professional address at 37A, Avenue J.F. Kennedy, L-1855 Luxembourg;
- Enrico Colombo having its professional address at 37A, Avenue J.F. Kennedy, L-1855 Luxembourg;
- Evert-Jan W. Ven der Slobe having its professional address at 37A, Avenue J.F. Kennedy, L-1855 Luxembourg; and
- Marco Toselli, having its professional address at 37A, Avenue J.F. Kennedy, L-1855 Luxembourg.

into B Directors, with effect as from the time of the first issuance of the Beneficiary Certificates A and the term of their mandates as B Directors will expire after the annual general meeting that will approve the annual accounts of the financial year ending on 31 December 2019.

The Meeting further resolves to appoint Jean-François Couture, having its professional address at 1000, place Jean-Paul-Riopelle, Montréal (Québec) H2Z 2B3, Canada, as A Director of the Company with effect as from the time of the first issuance of the Beneficiary Certificates A, and the term of his mandate as A Director will expire after the annual general meeting that will approve the annual accounts of the financial year ending on 31 December 2019.

As a result of the above resolutions, the board of directors of the Company is composed as follows with effect as from the time of the first issuance of the Beneficiary Certificates A:

- (1) Jennifer Mello, A Director;
- (2) Massimo Martinetto, B Director;
- (3) Enrico Colombo, B Director;
- (4) Evert-Jan W. Ven der Slobe, B Director; and
- (5) Marco Toselli, B Director.

Eleventh resolution

The Meeting resolve to give power to any lawyer from the law firm Allen & Overy, société en commandite simple, and any director of the Board (each a Delegate), each acting individually and with full power of substitution, to confirm the satisfaction of the Condition and to enact in front of a Luxembourg notary, (i) the satisfaction of the Condition, upon which the effectiveness of articles 3.2 to 3.5 and articles 4.3 and 4.5 of the Amended and Restated Articles is conditional, (ii) the effectiveness of certain provisions of the Amended and Restated Articles, and (iii) the Board re-composition as approved under the ninth resolution above.

The Meeting further resolves that, at such occasion, for the purpose of recording the Amended and Restated Articles, each Delegate is expressly authorised to replace in article 3.4 of the Amended and Restated Articles the terms “on the time of its effectiveness pursuant to the decisions passed at the extraordinary general meeting of 13 January 2015” by the reference to the date at which the Condition is satisfied.

Expenses

The expenses, costs, remuneration and charges, in any form whatsoever, which shall be borne by the Company as a result of the present deed are estimated to be approximately EUR 10,000.-

The undersigned notary, who understands and speaks English, states herewith that at the request of the appearing parties, the present deed is worded in English, followed by a French version; at the request of the same appearing parties and in case of discrepancies between the English and French version, the English version shall prevail.

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

Suit la traduction française du texte qui précède:

(N.B. Pour des raisons techniques, la version française est publiée au Mémorial C-N° 987 du 14 avril 2015.)

Signé: L. GATTO, M. MARTINETTO, E. LAMAUD, C. DELVAUX.

Enregistré à Luxembourg, Actes Civils 1, le 19 janvier 2015. Relation: 1LAC/2015/1457. Reçu soixante-quinze euros (75,00 €).

Le Receveur (signé): I. THILL.

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

Luxembourg, le 17 février 2015.

Me Cosita DELVAUX.

Référence de publication: 2015032580/1571.

(150035722) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 février 2015.