MEMORIAL

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Luxembourg

MEMORIAL

Amtsblatt
des Großherzogtums
Luxemburg

RECUEIL DES SOCIETES ET ASSOCIATIONS

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

C — N° 2925 **26 octobre 2015**

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Northern Star, Société d'Investissement à Capital Variable.

Siège social: L-1118 Luxembourg, 11, rue Aldringen.

R.C.S. Luxembourg B 140.175.

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We are pleased to convene you to the

EXTRAORDINARY GENERAL MEETING

of shareholders of the Company (the Meeting) that will be held at the registered office on *11 November 2015* at 3:00 p.m. (Luxembourg time) with the following agenda:

Agenda:

1. Change of corporate denomination of the Fund from NORTHERN STAR to L.S. FUND and subsequent amendment to article 1 of the articles of association;
2. Miscellaneous

Decisions on all items of the agenda require a quorum of presence of 50% of the capital of the Fund and are adopted at the majority of the two thirds of the votes cast at the Meeting. Each share is entitled to one vote. Proxies are available at the registered office of the Company.

Référence de publication: 2015172906/755/17.

Pareturn, Société d'Investissement à Capital Variable.

Siège social: L-5826 Hesperange, 33, rue de Gasperich.

R.C.S. Luxembourg B 47.104.

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Notice is hereby given that the

EXTRAORDINARY GENERAL MEETING

of the Company (the "Meeting") will be held at the registered office office of the Company, as set out above, on *13 November 2015* at 12:00 in order to deliberate and vote on the following agenda :

Agenda:

1. Specify the form of the Company as a public limited company ("société anonyme"), qualifying as an Investment Company with Variable Capital (SICAV).
2. Amendment to Article 1 in order to reflect the form of the Company.
3. Transfer of the registered office of the Company, as from 1st January 2016, from 33, rue de Gasperich, L-5826 Hesperange to 60, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.
4. Amendment to the first paragraph of Article 4 in order to reflect the change of the registered office and amend the rules of the transfer of registered office by decision of the Board.
5. Addition to Article 5 of three extra paragraphs regarding the general meeting of holders of shares of a Sub-Fund and the power of the Board of Directors to reorganize the class of shares.
6. Amendment of Article 6 in order to replace the term "bearer shares" with "dematerialised shares".
7. Insertion of a new article after Article 9. The new article shall bear number 10 and shall have the title and contents as follows: Article 10 - SHARE SPLITTING / CONSOLIDATION.
   As a consequence, all subsequent articles are renumbered accordingly and all references to the articles are updated.
8. Addition to Article 13 of a new paragraph, which becomes paragraph three, and completion of the newly become seventh paragraph of the same Article 13 in order to align the terms of convocation and holding of the shareholders' meetings to the Luxembourg laws and regulations.
9. Amendment to the third and fourth paragraph of Article 15 in order to align the attending and participating of the board of directors of the Company meetings to general market practice.
10. Addition to Article 17 of a new sub-section, after sub-section C, in order to align the investment policy of the Company to Luxembourg laws and regulations and re-lettering of the subsequent sub-sections accordingly.
11. Amendment to Article 27, section B, in order to add the word "calendar" between "thirty (30)" and "days" in the first and second paragraph.
12. General restatement and amendment of the Articles of Incorporation in order to harmonize the terminology and definitions used throughout the Articles of Incorporation.

A quorum of 50% of the Company's share capital is required to validly deliberate at the Meeting and the resolution is passed by the favourable vote of the majority of two thirds of the votes present or represented at the Meeting.

If the quorum is not reached, the Meeting will be reconvened in the manner prescribed by Luxembourg law, in order to deliberate on the same agenda. Any reconvened meeting may validly deliberate without any quorum. Resolutions will also be passed with the consent of two-thirds of the votes cast.

The shareholders who would like to be present or represented at the Meeting are kindly requested to deposit their share certificates five clear days before the Meeting at the office of BNP Paribas Securities Services, Luxembourg Branch, 33, rue de Gasperich, L-5826 Hesperange, where forms of proxy are available.

Registered shareholders who would like to be present or represented at the Meeting are requested to complete, sign and return the proxy form, available upon request at the registered office, to the attention of Sylvie Dobson by fax (+352 26 96 97 16) or by e-mail (lux_funds_domiciliation@bnpparibas.com) followed by the original by post at BNP Paribas Securities Services, Luxembourg Branch, 33, rue de Gasperich, Howald-Hesperange, L-2085 Luxembourg, by 11 November at the latest.

The Board of Directors.

Référence de publication: 2015172907/755/49.

L.H.I., Luso Hispanic Investment S.A., Société Anonyme.

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

R.C.S. Luxembourg B 35.601.

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Les actionnaires sont convoqués par le présent avis à

l' ASSEMBLÉE GÉNÉRALE EXTRAORDINAIRE

qui se tiendra par devant Maître Carlo Wersandt au 12, rue Jean Engling, L-1466 Luxembourg, en date *13 novembre 2015* à 10h00 heures avec l'ordre du jour suivant:

Ordre du jour:

1. Décision de mettre en liquidation la Société Anonyme LUSO HISPANIC INVESTMENT S.A., en abrégé LHI S.A.
2. Nomination de la société SOCIETE LUXEMBOURGEOISE D'INVESTISSEMENTS ET DE PARTICIPATIONS en abrégé SOCLINPAR S.A. (R.C.S. B 16.980) en tant que liquidateur et détermination de ses pouvoirs
3. Divers

Les Actionnaires qui n'ont pas encore déposé leurs actions auprès du dépositaire agréé (voir publication n° 828 faite auprès du Mémorial C en date du 26 mars 2015), devront le faire au préalable avant la date d'Assemblée Générale pour être admis à ladite Assemblée et afin de pouvoir exercer leur droit d'actionnaire.

Aussi, les actionnaires sont informés que les décisions de l'Assemblée Générale Extraordinaire pour être valablement prises, nécessitent un quorum de présence de 50% des actions en circulation et un vote favorable des 2/3 des actions présentes ou représentées à l'Assemblée.

Le Conseil d'Administration.

Référence de publication: 2015172908/795/22.

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

Capital social: EUR 12.500,00.

Siège social: L-2557 Luxembourg, 7A, rue Robert Stümper.

R.C.S. Luxembourg B 154.159.

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RECTIFICATIF

Suite à une erreur matérielle survenue dans la publication déposée au Registre de Commerce et des Sociétés de Luxembourg le 5 août 2010, sous la référence L100120951:

Extrait des résolutions prises par l'associé unique en date du 04 août 2010

Première résolution

L'associé unique accepte les démissions de Monsieur Alan Dundon, de Monsieur José Correia et de Madame Géraldine Schmit de leur poste de gérant de la Société avec effet au 04 août 2010.

Deuxième résolution

L'associé unique nomme Monsieur Christophe Davezac, né le 14 février 1964 à Cahors (France), résidant professionnellement au 67, rue Ermesinde, L-1469 Luxembourg, au poste de gérant de la Société avec effet immédiat et pour une durée indéterminée.

L'associé unique nomme Monsieur Emmanuel Mougeolle, né le 03 juillet 1977 à Epinal (France), résidant professionnellement au 67, rue Ermesinde, L-1469 Luxembourg, au poste de gérant de la Société avec effet immédiat et pour une durée indéterminée.

L'associé unique nomme Monsieur Maciej Drozd, né le 31 mars 1965 à Varsovie (Pologne), résidant à ul. Szamocin 9A, 02-003 Varsovie (Pologne), au poste de gérant de la Société avec effet immédiat et pour une durée indéterminée.

L'associé unique nomme Madame Ewa Podgorska, né le 06 janvier 1969 à Otwock (Poland), résidant professionnellement 104/122 Marszalkowska str., 00-017 Varsovie (Pologne), au poste de gérant de la Société avec effet immédiat et pour une durée indéterminée.

Troisième résolution

L'associé unique décide qu'envers les tiers la Société sera engagée par la signature conjointe de deux gérants.

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

Luxembourg, le 9 septembre 2015.

Référence de publication: 2015151404/31.

(150166038) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2015.

Valartis Russian Market Fund, Société d'Investissement à Capital Variable.

Siège social: L-1118 Luxembourg, 11, rue Aldringen.

R.C.S. Luxembourg B 54.765.

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As the quorum requirement for voting on the change of denomination of the Company was not reached at the extraordinary general meeting held on 2 October 2015, we are pleased to convene you to the

SECOND EXTRAORDINARY GENERAL MEETING

of shareholders of the Company (the Meeting) that will be held at the registered office of the Company on *11 November 2015* at 3:00 p.m. (Luxembourg time) with the following agenda:

Agenda:

1. Change of the denomination of the company into "VTB Capital IM Russian Market Fund" and amendment of article 1 of the articles of association of the Company accordingly.

The Meeting may validly deliberate without quorum requirement and the resolution may validly be passed by the affirmative vote of at least two thirds of the votes cast at the Meeting. Each share is entitled to one vote. Proxies are available at the registered office of the Company.

Référence de publication: 2015164331/755/17.

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

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

R.C.S. Luxembourg B 4.787.

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Messieurs les actionnaires sont priés de bien vouloir assister à

l'ASSEMBLEE GENERALE ORDINAIRE

qui se tiendra extraordinairement au siège social, le *5 novembre 2015* à 15.00 heures avec l'ordre du jour suivant:

Ordre du jour:

1. Présentation des comptes annuels et des rapports du conseil d'administration et du commissaire aux comptes.
2. Approbation des comptes annuels et affectation des résultats au 31 décembre 2014.
3. Décharge à donner aux administrateurs et au commissaire aux comptes.
4. Divers.

Le Conseil d'Administration.

Référence de publication: 2015169340/534/15.

Amboyna Cay S.A., Société Anonyme.

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

R.C.S. Luxembourg B 157.842.

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Les actionnaires sont convoqués par le présent avis à

l'ASSEMBLÉE GÉNÉRALE STATUTAIRE

qui se tiendra extraordinairement le *4 novembre 2015* à 17:00 heures au siège social, avec l'ordre du jour suivant :

Ordre du jour:

1. Rapport de gestion du Conseil d'Administration et rapport du Commissaire aux Comptes
2. Approbation des comptes annuels et affectation des résultats aux 31 décembre 2013 et 2014
3. Ratification de la cooptation d'un Administrateur
4. Décharge aux Administrateurs et au Commissaire aux Comptes
5. Divers

Le Conseil d'Administration.

Référence de publication: 2015169341/795/16.

Damovo III S.A., Société Anonyme.

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

R.C.S. Luxembourg B 106.891.

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LIQUIDATION JUDICIAIRE

Par jugement rendu en date du 15/10/2015, le Tribunal d'arrondissement de et à Luxembourg, siégeant en matière commerciale, a ordonné en vertu de l'art 203 de la loi du 10/08/1915 concernant les sociétés commerciales, la dissolution et la liquidation de la société suivante:

- DAMOVO III S.A., en procédure d'insolvabilité, avec siège social à L-1855 Luxembourg, 46A, avenue J.F.Kennedy

Le même jugement a nommé Juge-commissaire Madame Anita Lecuit, juge au tribunal d'arrondissement, et liquidateur Maître Gary Dennis, avocat, demeurant à Luxembourg.

Il ordonne aux créanciers de faire la déclaration de leurs créances avant le 05/11/2015 au greffe de la sixième chambre de ce Tribunal.

Pour extrait conforme
Maître Gary Dennis
Le liquidateur

Référence de publication: 2015171835/19.

(150189770) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 octobre 2015.

Killdam Holdings S.A., Société Anonyme.

R.C.S. Luxembourg B 117.475.

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Par jugement rendu en date du 15/10/2015, le Tribunal d'arrondissement de et à Luxembourg, siégeant en matière commerciale, a ordonné en vertu de l'art 203 de la loi du 10/08/1915 concernant les sociétés commerciales, la dissolution et la liquidation de la société suivante:

- KILLDAM HOLDINGS S.A., dont le siège social à L-1526 Luxembourg, 23, Val Fleuri, a été dénoncé en date du 27 décembre 2012

Le même jugement a nommé juge-commissaire Madame Anita Lecuit, juge au tribunal d'arrondissement, et liquidateur Maître Gary Dennis, avocat, demeurant à Luxembourg.

Il ordonne aux créanciers de faire la déclaration de leurs créances avant le 05/11/2015 au greffe de la sixième chambre de ce Tribunal.

Pour extrait conforme
Maître Gary Dennis
Le liquidateur

Référence de publication: 2015171994/18.

(150189772) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 octobre 2015.

Lysis Luxembourg S.A., Société Anonyme.

R.C.S. Luxembourg B 59.349.

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LIQUIDATION JUDICIAIRE

Par jugement rendu en date du 15/10/2015, le Tribunal d'arrondissement de et à Luxembourg, siégeant en matière commerciale, a ordonné en vertu de l'art 203 de la loi du 10/08/1915 concernant les sociétés commerciales, la dissolution et la liquidation de la société suivante:

- LYSIS LUXEMBOURG S.A., dont le siège social à L-1730 Luxembourg, 29, rue de l'Hippodrome, a été dénoncé en date du 17 novembre 2010

Le même jugement a nommé Juge-commissaire Madame Anita Lecuit, juge au tribunal d'arrondissement, et liquidateur Maître Gary Dennis, avocat, demeurant à Luxembourg.

Il ordonne aux créanciers de faire la déclaration de leurs créances avant le 05/11/2015 au greffe de la sixième chambre de ce Tribunal.

Pour extrait conforme
Maître Gary Dennis
Le liquidateur

Référence de publication: 2015172032/19.

(150189771) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 octobre 2015.

Invenergy Canada I S. à r.l., Société à responsabilité limitée.

Capital social: CAD 17.700,00.

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

R.C.S. Luxembourg B 110.684.

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Extrait des résolutions prises par l'associé unique en date du 1 er septembre 2015

En date du 1 er septembre 2015, l'associé unique a pris la décision suivante

- De révoquer le mandat de Monsieur Richard Lee Rickenbaugh en tant que gérant de classe A avec effet au 10 août 2015.

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

Luxembourg, le 8 septembre 2015.
Signature
Mandataire

Référence de publication: 2015150899/16.

(150165438) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

Andromeda (Luxembourg), Société Anonyme.

Siège social: L-2449 Luxembourg, 10, boulevard Royal.

R.C.S. Luxembourg B 172.408.

—

Il résulte des résolutions de l'assemblée générale ordinaire annuelle des actionnaires de la Société en date du 03 juillet 2014 qu'il a été décidé de nommer avec effet immédiat pour une période prenant fin avec l'assemblée générale ordinaire annuelle des actionnaires qui se tiendra en 2015 et qui approuvera les comptes annuels relatifs à l'exercice social clos au 31 décembre 2014:

- Gueorgui Gotzev, résidant professionnellement au 10, boulevard Royal, L-2449 Luxembourg, Grand-Duché de Luxembourg, comme administrateur et Président du Conseil d'administration;

- Céline Kohler, résidant professionnellement au 10, boulevard Royal, L-2449 Luxembourg, Grand-Duché de Luxembourg, comme administrateur;

- Eva Klosova, résidant professionnellement au 10, boulevard Royal, L-2449 Luxembourg, Grand-Duché de Luxembourg, comme administrateur; et

- Fiduciaire Scherer S.à r.l., une société à responsabilité limitée de droit Luxembourgeois ayant son siège social situé au 1 Millewee, L-7257 Helmsange, Grand-Duché de Luxembourg et immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 70802 en qualité de commissaire aux comptes de la Société.

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

Luxembourg, le 08 septembre 2015.
Signature
Un mandataire

Référence de publication: 2015150672/24.

(150165250) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

Anetorre Holdco S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 192.908.

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Koordinierte Statuten hinterlegt beim Handels- und Gesellschaftsregister Luxemburg.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.
Esch/Alzette, den 1. September 2015.

Référence de publication: 2015150673/10.

(150165541) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

Dairy Invest S.à r.l., Société à responsabilité limitée.

Capital social: EUR 31.000,00.

Siège social: L-2714 Luxembourg, 6-12, rue du Fort Wallis.

R.C.S. Luxembourg B 90.118.

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La liquidation de la société Dairy Invest S.à r.l., décidée par acte auprès du notaire Maître Léonie Grethen, en date du 26 Août 2015, a été clôturée lors de l'assemblée générale extraordinaire sous seing privé tenue en date du 26 Août 2015.

Les livres et documents de la société seront conservés pendant cinq ans au 6-12 Rue du Fort Wallis, L-2714 Luxembourg.

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

Luxembourg, le 27 Août 2015.

Sabrina Vanherck

Le Mandataire

Référence de publication: 2015150793/15.

(150165804) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

Sparrowhawk Properties 401 S.à r.l., Société à responsabilité limitée.

Capital social: EUR 25.000,00.

Siège social: L-1246 Luxembourg, 68/70, boulevard de la Pétrusse.

R.C.S. Luxembourg B 159.845.

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Extrait des résolutions des associés de la Société

Il résulte des décisions des associés de la Société en date du 07 septembre 2015, qui ont acceptées:

- la nomination de Mr Raphaël Poncelet, né le 23 décembre 1976 à Libramont, Belgique, résidant professionnellement au 68-70 Boulevard de la Pétrusse. L-2320 Luxembourg, en tant que gérant de catégorie B, avec effet au 07 septembre 2015;

- la nomination de Mr Fabrice Léonard, né le 04 mars 1974 à Libramont, Belgique, résidant professionnellement au 68-70 Boulevard de la Pétrusse. L-2320 Luxembourg, en tant que gérant de catégorie B, avec effet au 07 septembre 2015;

- la démission de Mme Miranda Lansdowne de son poste de gérant de catégorie B avec effet au 07 septembre 2015;

- la démission de Mme Pamela Valasuo de son poste de gérant de catégorie B avec effet au 31 August 2015;

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

Luxembourg, le 08 septembre 2015.

Mandataire

Référence de publication: 2015151113/20.

(150165163) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

Sculptor PREO S. à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 138.200.

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Il résulte des résolutions des associés avec effet 14 août 2015 que M. Alessandro Maiocchi, né le 1 er Octobre 1974 à Venise, Italie, avec résidence professionnelle au 6D, route de Trèves, L-2633 Senningerberg, a été nommé gérant de la Société pour un durée illimitée, en replacement de M. Juan Alvarez Hernandez, gérant démissionnaire.

Il y a également à noter la nouvelle adresse des associés Sculptor Finance (MD) Ireland Ltd, Sculptor Finance (ME) Ireland Ltd, Sculptor Finance (SI) Ireland Ltd, Sculptor Finance (CO) Ireland Ltd qui est désormais Pinnacle 2, Eastpoint Business Park, Dublin 3, Ireland.

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

Luxembourg le 9 septembre 2015.

Pour la Société

Un Mandataire

Référence de publication: 2015151104/18.

(150165547) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

Sentinel Group Holdings S.A., Société Anonyme.

Siège social: L-2163 Luxembourg, 20, avenue Monterey.

R.C.S. Luxembourg B 180.230.

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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.

Value Partners S.A.

Référence de publication: 2015151105/10.

(150165837) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

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

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

R.C.S. Luxembourg B 129.530.

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Les statuts coordonnés suivant le répertoire n° 870 du 21 août 2015 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.

Jean-Paul MEYERS

Notaire

Référence de publication: 2015151106/12.

(150165508) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

Siemens Healthcare Diagnostics NV, Société à responsabilité limitée.

Siège social: L-2328 Luxembourg Hamm, 20, rue des Peupliers.

R.C.S. Luxembourg B 199.817.

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OUVERTURE D'UNE SUCCURSALE

Extrait

Il résulte des résolutions écrites unanimes prises lors de la réunion du conseil d'administration de la société anonyme de droit belge Siemens Healthcare Diagnostics NV ayant son siège social à 1654 Huizingen, 123 Guido Gezellestraat, Beersel, Belgique, inscrite au registre des personnes morales de Bruxelles sous le numéro 0453.139.656 (ci-après la Société") tenue en date du 18 août 2015 que:

1. La Société a décidé d'ouvrir une succursale au Grand-Duché de Luxembourg (ci-après «la Succursale»).

2. L'adresse de la Succursale est située à L-2328 Luxembourg-Hamm, 20, rue des Peupliers.

3. Les activités de la Succursale sont:

«Toutes opérations, tant en Belgique qu'à l'étranger, ayant trait directement ou indirectement à l'achat, la vente, la location, la mise à disposition, la promotion, le stockage, la remise en état, l'installation, la réparation, la distribution, l'importation, l'exportation ou l'entretien de tous les instruments de diagnostic médical, appareils, outils, systèmes et solutions, en ce compris les logiciels, les ordinateurs et autres outils informatiques, pièces de rechange, réactifs pour l'exécution d'analyses de biologie médicale et tous les produits et services apparentés ou complémentaires, équipements et installations pour les hôpitaux; idem pour les laboratoires; tous les appareils de médecine nucléaire, en ce compris les réactifs pour l'exécution d'analyses et tous les accessoires et fournitures ainsi que tous les produits apparentés, dérivés ou complémentaires; la représentation ou la vente sur commission ou par concession de ces mêmes produits avec éventuellement la réalisation de réparations et d'entretien.

La société a également pour objet toutes opérations, tant en Belgique qu'à l'étranger, ayant trait directement ou indirectement à l'achat, la vente, la location, la mise à disposition, la promotion, le stockage, la remise en état, l'installation, la réparation, la distribution, l'importation, l'exportation ou l'entretien de tous les instruments médicaux, appareils, outils, systèmes et solutions, en ce compris les logiciels, ordinateurs et autres matériels informatiques, pièces de rechange et tous les produits ou services apparentés ou complémentaires, équipements et installations; la représentation ou la vente sur commission ou par concession de ces mêmes produits avec éventuellement la réalisation de réparations et d'entretien.

La société a également pour l'objet l'accomplissement de services de consultance concernant l'objet susvisé.

Elle peut, de manière générale, effectuer toutes les opérations industrielles, commerciales, financières, mobilières et immobilières ayant trait directement ou indirectement, intégralement ou partiellement, à son objet ou pouvant faciliter ou promouvoir la réalisation de celui-ci.

La société peut se porter garante tant pour garantie de ses propres engagements que pour garantie d'engagements de tiers, de même que constituer des garanties réelles et personnelles, entre autres en donnant ses biens en hypothèque ou en gage, en ce compris son propre fonds de commerce.

Elle peut, entre autres, sans que cette énumération soit exhaustive, acquérir, céder, donner ou prendre en location des immeubles ou des fonds de commerce, acquérir, céder ou exploiter l'ensemble des brevets, des marques ou des licences.

Compte tenu de ce qui précède, la société peut participer dans ou collaborer avec toute autre société et entreprise ayant un objet similaire ou apparenté au sien ou dont l'objet est de nature à constituer une source ou un débouché pour elle. Une telle participation ou collaboration peut se faire moyennant un apport, la participation dans le capital, la fusion, la souscription ou de quelque autre manière que ce soit. La société peut également établir des succursales.

La société a encore pour objet l'administration et la direction d'autres sociétés, ainsi que l'exercice de la fonction d'administrateur ou de liquidateur d'autres sociétés.

La société peut réaliser son objet social de toutes les manières et selon les modalités qui lui semblent les plus appropriées.»

4. A été nommé représentant permanent de la Succursale au Grand-Duché de Luxembourg pour une durée indéterminée et avec effet au 18 août 2015 Monsieur Franco Castellana, né le 25 juillet 1964 à Hal, Belgique, de nationalité luxembourgeoise et ayant son domicile à L-5834 Hesperange, 11, rue Jean-Pierre Hippert (Grand-Duché de Luxembourg).

5. Le représentant permanent de la Succursale a les pouvoirs suivants:

- Signer, exécuter et transmettre tous les documents requis ou nécessaires au déroulement des opérations de la succursale luxembourgeoise;

- Ouvrir au nom de la succursale luxembourgeoise tous comptes autorisés, dans les conditions éventuellement adoptées en bonne et due forme par le Conseil d'Administration de la société;

- Engager des représentants supplémentaires pour la succursale luxembourgeois qui pourront engager la succursale luxembourgeoise par procuration unique ou signature collective, ainsi qu'enregistrer ces personnes supplémentaires auprès du registre de commerce de Luxembourg.

6. La Succursale sera valablement représentée par la signature conjointe du représentant permanent et d'un délégué à la gestion journalière ou d'un administrateur. La succursale pourra également être engagée par la seule signature de toute(s) personne(s) à laquelle (auxquelles) pareils pouvoirs de signature auront été délégués par le représentant permanent et un délégué à la gestion journalière ou administrateur. La signature du représentant permanent de la Succursale titulaire de l'autorisation d'établissement sera requise afin de procéder à pareilles délégations des pouvoirs de signature.

7. Les représentants de la Société sont:

- Monsieur Carl Laurent, Administrateur délégué, né le 20 décembre 1958 à Anvers, Belgique, domicilié à 2610 Anvers (Wilrijk), 53 rue Frans de Cortlaan, Belgique;

- Madame Marie-Dominique Boursoit, Administrateur, né le 3 septembre 1962 à Liège, Belgique, domicilié à 1330 Rixensart, 34 Avenue du Québec, Belgique;

- Monsieur Johan Dillen, Administrateur, né le 9 mars 1962 à Borgerhout, Belgique, domicilié à 2627 Schelle, 22 rue Rupelstraat, Belgique;

- Monsieur Luc Van Overstraeten, Administrateur, né le 2 mai 1955 à Mechelen, Belgique, domicilié à 9320 Wetteren, 25 rue Parklaan, Belgique.

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

Pour la société SIEMENS HEALTHCARE DIAGNOSTICS NV
Un mandataire

Référence de publication: 2015151107/75.

(150165572) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

Silver Moss C Retail 2014 S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 186.830.

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Les comptes annuels de la société Silver Moss C Retail 2014 S.à r.l. 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: 2015151108/10.

(150165367) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

Sculptor Oasis S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 166.288.

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Il résulte des résolutions des associés avec effet 14 août 2015 que M. Alessandro Maiocchi, né le 1 er Octobre 1974 à Venise, Italie, avec résidence professionnelle au 6D, route de Trèves, L-2633 Senningerberg, a été nommé gérant de catégorie A de la Société pour un durée illimitée, en replacement de M. Juan Alvarez Hernandez, gérant démissionnaire.

Il y a également à noter la nouvelle adresse des associés Sculptor Finance (MD) Ireland Ltd, Sculptor Finance (ME) Ireland Ltd, Sculptor Finance (SI) Ireland Ltd, Sculptor Finance (CO) Ireland Ltd qui est désormais Pinnacle 2, Eastpoint Business Park, Dublin 3, Ireland.

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

Luxembourg le 9 septembre 2015.

Pour la Société

Un Mandataire

Référence de publication: 2015151103/18.

(150165548) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

RR Rolling Revolution S.A., Société Anonyme.

Siège social: L-8008 Strassen, 130, route d'Arlon.

R.C.S. Luxembourg B 192.644.

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Par la présente, j'ai l'honneur de démissionner de mon mandat d'Administrateur au sein de la société RR ROLLING REVOLUTION S.A., inscrite au RSCL sous le numéro B192644, dans le cadre de la convention signée le 5 décembre 2014, et ce avec effet immédiat.

Strassen, le 1 er septembre 2015. Madame Kahrien LERBS.

Référence de publication: 2015151098/11.

(150165181) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

RR Rolling Revolution S.A., Société Anonyme.

Siège social: L-8008 Strassen, 130, route d'Arlon.

R.C.S. Luxembourg B 192.644.

—

Par la présente, j'ai l'honneur de démissionner de mon mandat d'Administrateur au sein de la société RR ROLLING REVOLUTION S.A., inscrite au RSCL sous le numéro B192644, dans le cadre de la convention signée le 5 décembre 2014, et ce avec effet immédiat.

Strassen, le 1 er septembre 2015. Madame Aurélie GERARD.

Référence de publication: 2015151096/11.

(150165181) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

RGS Technischer Service GmbH Niederlassung Luxembourg, Succursale d'une société de droit étranger.

Adresse de la succursale: L-6633 Wasserbillig, 21, route de Luxembourg.

R.C.S. Luxembourg B 179.921.

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SCHLIESSUNG EINER NIEDERLASSUNG

Im Rahmen der Gesellschafterversammlung vom 30. Dezember 2014 von Firma RGS Technischer Service GmbH, mit Sitz in D-85053 Ingolstadt, Bruhnstrasse 25, in Luxemburg mit einer Niederlassung unter der Firmierung RGS Technischer Service GmbH Niederlassung Luxembourg als Gesellschaft ausländischen Rechts ansässig in L-6333 Wasserbillig, 21, route du Luxembourg und registriert im Handelsregister Luxembourg RC unter Nr. B 179.921, wurde folgendes beschlossen:

„Die Niederlassung RGS Technischer Service GmbH Niederlassung Luxembourg, in L-6333 Wasserbillig, 21, route du Luxembourg und registriert im Handelsregister Luxembourg RC unter Nr. B 179.921, wird mit Wirkung zum 31. August 2015 geschlossen."

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Wasserbillig, den 30. Dezember 2014.
Für die Gesellschaft
Mandataire

Référence de publication: 2015151090/20.

(150165772) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

Robert Schuman Stiftung zur Zusammenarbeit Christlicher Demokraten Europas, Fondation.

Siège social: L-2314 Luxembourg, 2A, place de Paris.

R.C.S. Luxembourg G 9.

Comptes sociaux au 31 décembre 2014
Budget 2015

	Anhang	EUR 01.01.2014 -31.12.2014	EUR 01.01.2013 -31.12.2013
Zinsen und ähnliche Erträge	3.1	657 433	553 485
Auflösung Wertberichtigungen auf Wertpapiere	3.1	198 371	17 256
Sonstige Einnahmen	3.1	-	17 059
Summe der Einnahmen		855 804	587 800
Stipendiaten	3.2.1	14 618	38 513
Kongresse und Fachtagungen	3.2.1	130 431	94 906
Robert Schuman-Institut, Budapest	3.2.1	100 000	100 000
Veröffentlichungen	3.2.1	14 698	8 823
Personal- und Aufwandsentschädigungen	3.2.2	16 200	16 200
Kapitalverkehrskosten	3.2.2	26 081	21 263
Wertberichtigungen auf Wertpapiere	3.2.2, 4	627 331	423 083
Agioabschreibungen auf endfällige Anleihen und Verluste auf Verkauf von Wertpapieren	3.2.2	32 545	792
Sonstige Verwaltungskosten	3.2.2	20 435	29 207
Summe der Ausgaben		982 339	732 787

Vermögensaufstellung
zum 31. Dezember 2014

	Anhang	EUR	EUR
Vermögen zum 01.01.2014			
Wertpapiere		7 834 950	
Bankguthaben		410 086	
Zinsforderungen		11 705	
Rückforderungen wegen einbehaltener Quellensteuer		5 419	
Verbindlichkeit Wertpapiere		-158 924	
Verbindlichkeiten aus Lieferungen und Leistungen		0	
		8 103 236	
Einnahmen			
01.01.2014 - 31.12.2014		855 804	
Ausgaben			
01.01.2014 - 31.12.2014		-982 339	
Vermögen zum 31.12.2014			
Wertpapiere	4		6 602 862
Bankguthaben	4		1 377 276
Zinsforderungen	4		11 724
Rückforderungen wegen einbehaltener Quellensteuer	4		6 617
Verbindlichkeit Wertpapiere	4		-
Verbindlichkeiten aus Lieferungen und Leistungen	4		-21 778
		7 976 701	7 976 701

Budget 2015

Receipts

	2014	INCOME/ OUTGOING	2015
1. Yield on capital	530.000.-	+20.000.-	550.000.-
2. Current Positions	p.m	p.m	p.m
3. Various	p.m	p.m	p.m
4. Carryover from the previous year	130.000.-	-88.000.-	42.000.-
Total	660.000.-	-68.000.-	592.000.-

Expenditure

Heading	Budget 2014	+/-	Budget 2015
1. Stagiaires	30.000.-	+30.000	60.000.-
2. Visitors' Programme	p.m.	0.-	p.m.
3. Delegations	p.m.	0.-	p.m.
4. Documentation	30.000.-	-10.000.-	20.000.-
5. RSI-Budapest	100.000.-	0.-	100.000.-
6. Projects			
- Europe	120.000.-	0.-	120.000.-
- Latin America	50.000.-	-25.000.-	25.000.-
- Sub-Saharan Africa	50.000.-	0.-	50.000.-
- Asia	p.m.	0.-	p.m.
- Middle East and North Africa (formerly Mediterranean)	p.m.	0.-	p.m.
- Neighbourhood	60.000.-	+40.000,-	100.000,-
- South East Europe	10.000.-	-5.000.	5.000.-
7. Administration	50.000.-	-5.000.-	45.000.-
8. Reserve	30.000.-	-5.000.-	25.000.-
Total	530.000.-	+20.000.-	550.000.-
Payments not paid in 2014			42.000.-

Référence de publication: 2015151092/79.

(150165152) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

RoCo Investment S.à r.l., Société à responsabilité limitée.

Capital social: USD 32.256,00.

Siège social: L-2121 Luxembourg, 231, Val des Bons Malades.

R.C.S. Luxembourg B 168.337.

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Il résulte du procès-verbal de l'Assemblée Générale des Associés de la société tenue en date du 17 juillet 2015 que:

- Mme Geneviève BLAUEN-ARENDT et M. Thierry TRIBOULOT ont démissionné de leurs postes de gérants de catégorie A avec effet immédiat;

- M. Thomas HEYMANS, né le 15 mai 1977 à Schaerbeek, Belgique, et M. Franz DUCLOS, né le 15 novembre 1975 à Mont Saint Aignan, France, tous les deux demeurant professionnellement au 25c, boulevard Royal, L-2449 Luxembourg, ont été nommés en tant que gérants de catégorie A avec effet immédiat.

Pour extrait conforme

SG AUDIT SARL

Référence de publication: 2015151084/16.

(150165708) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

Rosy Blue Carat S.A., Société Anonyme.

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

R.C.S. Luxembourg B 83.267.

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Le Bilan et l'affectation du résultat 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 09 Septembre 2015.
Rosy Blue Carat S.A.
Manacor (Luxembourg) S.A.
Directeur

Référence de publication: 2015151082/14.

(150165668) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

Sun Life (Luxembourg) Finance No. 1 Sàrl, Société à responsabilité limitée.

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

R.C.S. Luxembourg B 157.129.

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

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

Luxembourg, le 8 septembre 2015.
POUR COPIE CONFORME

Référence de publication: 2015151118/11.

(150165215) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

Scaffolding Group Europe S.A., Société Anonyme.

Siège social: L-3311 Abweiler, 38, rue du Village.

R.C.S. Luxembourg B 138.681.

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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.
Luxembourg.

Référence de publication: 2015151125/10.

(150165378) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

Scandinavian Trust S.A., Société Anonyme.

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

R.C.S. Luxembourg B 108.438.

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Extrait des décisions prises par l'assemblée générale ordinaire des actionnaires en date du 4 septembre 2015

Le siège social a été transféré de L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte à L-2453 Luxembourg, 6, rue Eugène Ruppert.

Veuillez prendre note que l'adresse professionnelle de Monsieur Jean-Christophe DAUPHIN, administrateur de classe A et président du conseil d'administration se situe désormais à L-2453 Luxembourg, 6, rue Eugène Ruppert.

Luxembourg, le 9 septembre 2015.
Pour extrait et avis sincères et conformes
Pour SCANDINAVIAN TRUST S.A.
Un mandataire

Référence de publication: 2015151126/16.

(150165411) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

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

Capital social: USD 16.874,00.

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

R.C.S. Luxembourg B 152.295.

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In the year two thousand and fifteen, on the eighth day of September.

Before us Maître Edouard Delosch, notary residing in Diekirch, Grand-Duchy of Luxembourg.

There appeared:

EMT Holdings S.à r.l., a private limited company (société à responsabilité limitée) having its registered office at 46A, Avenue J.F. Kennedy, L-1855 Luxembourg, acting as a registered holder of 16,874 issued shares of nominal value USD 1,

here represented by Tessy BODEVING, professionally residing in Diekirch, by virtue of proxy given under private seal, which proxy shall be signed "ne varietur" by the mandatory of the appearing parties and the undersigned notary, and shall be attached to the present deed to be filed at the same time.

Such appearing party, represented as stated hereabove, declares to be the sole shareholder (the "Sole Shareholder") of the EMT Investments S.à r.l., a private limited company, having its registered office at L-1855 Luxembourg, 46A, Avenue J.F. Kennedy, registered with the Luxembourg register of commerce and companies under number B 152.295 (the "Company"), incorporated under the laws of Luxembourg under the name "REF Lux SubCo 1 S.à r.l." by a Deed of Maître Henri Hellinckx, notary residing in Luxembourg, Grand Duchy of Luxembourg, dated 19 th of March 2010, published in the Mémorial C, Recueil des Sociétés et Associations of 11 May 2010, under number 990. The articles of association of the Company have been amended for the last time by a Deed of Maître Martine Schaeffer, notary residing in Luxembourg, dated 25 November 2013, published in the Mémorial C, Recueil des Sociétés et Associations under number 223, of 24 January 2014.

The Sole Shareholder, represented as above mentioned, acknowledged to be duly and fully informed of the resolutions to be taken on the basis of the following agenda:

Agenda

1. Waiver of convening notices.

2. Dissolution of the Company with immediate effect and decision to voluntarily put the Company into liquidation (liquidation volontaire).

3. Granting of full discharge to the board of managers of the Company for the performance of their respective mandates.

4. Appointment of FIDES (Luxembourg) S.A. as liquidator (liquidateur) in relation to the voluntary liquidation of the Company.

5. Granting of powers to the Liquidator to prepare a detailed inventory of the Partnership's assets and liabilities and granting of the broadest powers to the Liquidator for the exercise of its duties especially those indicated in articles 144 to 148 of the Luxembourg law of August 10 th , 1915 on commercial companies as amended (the "Law"). The Partnership will be therefore bound towards third parties by the sole signature of the Liquidator.

These facts having been exposed and recognized as true by the Sole Shareholder represented by their proxyholder then unanimously decided on the following:

First resolution

As the entire share capital of the Company is represented at the present meeting, the meeting waives the convening notices, the Sole Shareholder hereby duly represented considers itself as duly convened and hence declares to have perfect knowledge of the Agenda which has been communicated to it in advance.

Second resolution

The Sole Shareholder resolves to dissolve the Company with immediate effect and to voluntary put the Company into liquidation (liquidation volontaire).

Third resolution

The Sole Shareholder resolves to grant full discharge to the members of the Board of the Company for the performance of their respective mandates.

Fourth resolution

The Sole Shareholder resolves to appoint FIDES (Luxembourg) S.A., a public limited liability company duly incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 46A, Avenue J.F. Kennedy, L-1855 Luxembourg, and registered with the Luxembourg register of commerce and companies under number B 41469, as liquidator (the "Liquidator") in relation to the voluntary liquidation of the Company.

Fifth resolution

As a consequence of the above resolutions, the Sole Shareholder resolves to grant to the Liquidator, in exercise of his functions, the broadest powers, particularly those set forth in articles 144 and following of the law of 10 August 1915 on commercial companies (as amended), to execute all acts of administration, management and disposal concerning the Company, no matter the nature or the size of the operation.

Costs

The aggregate amount of the costs, expenditures, remunerations or expenses, in any form whatsoever, which the corporation incurs or for which it is liable by reason of the present deed is approximately one thousand two hundred Euros (EUR 1,200.-).

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

WHEREOF, the present notarial deed was drawn up in Diekirch, on the day indicated at the beginning of this deed.

The document having been read to the proxyholder of the appearing party who is known to the notary by his name, first name, civil status and residence, he signed together with the notary the present deed.

Suit la traduction française du texte qui précède:

L'an deux mille quinze, le huitième jour de septembre.

Par-devant Maître Edouard Delosch, notaire de résidence à Diekirch, Grand-Duché de Luxembourg.

A COMPARU:

EMT Holdings S.à r.l., une société à responsabilité limitée, ayant son siège social à L-1855 Luxembourg, 46A, Avenue J.F. Kennedy, agissant en tant que porteur inscrit des 16.874 parts sociales émises d'une valeur nominale de USD 1,

ici représentée par Tessy BODEVING, demeurant professionnellement à Diekirch, en vertu d'une procuration donnée sous seing privé.

Laquelle procuration restera, après avoir été signée "ne varietur" par le mandataire de la partie comparante et le notaire instrumentant, et restera annexée au présent acte pour être formalisée avec lui.

Laquelle comparante, représentée comme dit ci-avant, a déclaré qu'elle est l'associée unique (l'«Associée Unique») de la société «EMT Investments S.à r.l.», société à responsabilité limitée, ayant son siège social à 46A, Avenue J.F. Kennedy, L-1855 Luxembourg, enregistrée au Registre de Commerce et des Sociétés du Luxembourg sous le numéro B 152.295 (la «Société»), constituée sous les lois du Luxembourg sous la dénomination «REF Lux SubCo S.à r.l.» par un acte reçu par Maître Henri Hellinckx, notaire de résidence à Luxembourg, Grand-Duché du Luxembourg le 19 mars 2010, publié au Mémorial C, Recueil des Sociétés et Associations en date du 11 mai 2010 sous le numéro 990. Les statuts de la Société ont été modifiés pour la dernière fois par un acte reçu par Maître Martine Schaeffer, notaire de résidence à Luxembourg, daté du 25 novembre 2013, publié au Mémorial C, Recueil des Sociétés et Associations sous le numéro 223, le 24 janvier 2014.

L'Associée Unique représentée comme indiqué ci-avant, a reconnu avoir été dûment et pleinement informée des décisions à intervenir sur base de l'ordre du jour suivant:

Ordre du jour

1. Renonciation aux formalités de convocation;

2. Dissolution de la Société avec effet immédiat et décision de volontairement mettre la Société en liquidation (liquidation volontaire);

3. Octroi d'une pleine et entière décharge aux membres du conseil de gérance de la Société (les «Gérants») pour l'exercice de leurs mandats respectifs;

4. Nomination de FIDES (Luxembourg) S.A. comme liquidateur dans le cadre de la liquidation volontaire de la Société (le «Liquidateur»);

5. Octroi des pouvoirs au Liquidateur pour préparer un inventaire détaillé des actifs et passifs de la Société et octroi des pouvoirs les plus étendus au Liquidateur pour exercer ses fonctions, et notamment ceux indiquées aux articles 144 à 148 de la loi luxembourgeoise du 10 Août 1915 sur les sociétés commerciales, telle que modifiée (la "Loi"). La Société sera donc engagée envers les tiers par la signature unique du Liquidateur.

Ces faits exposés et reconnus exacts par l'assemblée, l'Associée Unique de la Société, présente ou dûment représentée, a décidé à l'unanimité [MM1]ce qui suit:

Première résolution

L'intégralité du capital social de la Société étant représenté à la présente assemblée, l'assemblée renonce aux formalités de convocation, l'Associée Unique dûment représentée se considère comme dûment convoquée et déclare avoir parfaite connaissance de l'ordre du jour qui lui a été communiqué à l'avance.

Deuxième résolution

L'Associée Unique décide de procéder à la dissolution de la Société avec effet immédiat et de volontairement mettre la Société en liquidation (liquidation volontaire).

Troisième résolution

L'Associée Unique décide de donner pleine et entière décharge aux Gérants pour l'exercice de leurs mandats respectifs.

Quatrième résolution

L'Associée Unique décide de nommer FIDES (Luxembourg) S.A., une société anonyme régie par les lois du Luxembourg, ayant son siège social au 46A, Avenue J.F. Kennedy, L-1855, Luxembourg, Grand-Duché de Luxembourg, inscrite

auprès du registre de commerce et des sociétés de Luxembourg sous numéro B 41.469, comme liquidateur (le «Liquidateur») dans le cadre de la liquidation volontaire de la Société.

Cinquième résolution

En conséquence des résolutions précédentes, l'Associée Unique décide d'octroyer au Liquidateur, dans l'exercice de ses fonctions, les pouvoirs les plus étendus et notamment ceux indiquées aux articles 144 et suivants de la loi luxembourgeoise du 10 Août 1915 sur les sociétés commerciales (telle que modifiée), afin d'accomplir tous les actes d'administration, de gestion et d'élimination concernant la Société, indépendamment de la nature ou de la taille de l'opération.

Frais

Le montant des frais, dépenses, rémunérations ou charges, sous quelque forme que ce soit, qui incombent à la Société, ou qui sont mis à sa charge à raison du présent acte, s'élève à environ mille deux cents euros (EUR 1.200,-).

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

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

Lecture faite et interprétation donnée au mandataire de la partie comparante, connu du notaire par son nom et prénom, état civil et demeure, il a signé avec le notaire le présent acte.

Signé: T. BODEVING, DELOSCH.

Enregistré à Diekirch Actes Civils, le 09 septembre 2015. Relation: DAC/2015/14636. Reçu soixante-quinze (75.-) euros.

Le Receveur ff. (signé): RODENBOUR.

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

Diekirch, le 10 septembre 2015.

Référence de publication: 2015151454/140.

(150166649) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 septembre 2015.

Silver Sea Properties (Colinton) S.à r.l., Société à responsabilité limitée.

Capital social: GBP 97.120,00.

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

R.C.S. Luxembourg B 159.382.

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In the year two thousand and fifteen, the twenty-sixth day of August.

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

was held

an extraordinary general meeting (the Meeting) of the sole shareholder of Silver Sea Properties (Colinton) S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée), having its registered office at 46A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand-Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under the number B 159.382 and having a share capital of ninety-seven thousand one hundred twenty British Pounds (GBP 97,120.-) (the Company). The Company was incorporated pursuant to a deed enacted by Maître Martine Schaeffer, notary residing in Luxembourg, Grand Duchy of Luxembourg on 1 March 2011 published on 31 May 2011 in the Mémorial C, Recueil des Sociétés et Associations (Mémorial), under number 1162. The articles of association of the Company (the Articles) have been amended for the last time on 28 Octobre 2011 pursuant to a deed of Maître Martine Schaeffer, prenamed, published on 17 January 2012 in the Mémorial under number 138.

THERE APPEARED:

Harewood Nominees Limited, a limited company incorporated under English laws, having its registered office at 55 Moorgate, 4 th Floor, EC2R 6PA London, United Kingdom, registered with the Companies House under number 2340158 (the Sole Shareholder),

hereby represented by Peggy Simon, employee, residing professionally in L-6475 Echternach, 9, Rabatt, by virtue of a power of attorney given under private seal.

Said power of attorney, after having been signed ne varietur by the proxyholder acting on behalf of the appearing party and the undersigned notary, shall remain attached to the present deed to be filed with such deed with the registration authorities.

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

I. that the Sole Shareholder holds all the shares in the share capital of the Company;

II. that the Sole Shareholder wishes to proceed with the dissolution of the Company and to put it into liquidation;

III. that the agenda of the Meeting is worded as follows:

1. waiver of convening notices;

2. dissolution of the Company and decision to voluntarily put the Company into liquidation (liquidation volontaire);

3. appointment of FIDES (Luxembourg) S.A. as liquidator (liquidateur) in relation to the voluntary liquidation of the Company (the Liquidator);

4. determination of the powers and duties of the Liquidator and determination of the liquidation procedure of the Company;

5. decision to instruct the Liquidator to realise, on the best possible terms and for the best possible consideration, all the assets of the Company and to pay all the debts of the Company; and

6. miscellaneous.

IV. After having carefully considered the above, the Sole Shareholder has taken the following resolutions:

First resolution

The Sole Shareholder declares that it has full knowledge of the items on the agenda and waive the requirement for convocations.

Second resolution

The Sole Shareholder resolves to dissolve and to voluntary put the Company into liquidation (liquidation volontaire).

Third resolution

The Sole Shareholder resolves to appoint FIDES (Luxembourg) S.A., a Luxembourg public limited liability company (société anonyme) having its registered office at 46A, Avenue J.F.Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 41.469, as Liquidator of the Company. The Liquidator is empowered to do everything which is required for the liquidation of the Company and the disposal of the assets of the Company under his sole signature for the performance of his duties.

Fourth resolution

The Sole Shareholder resolves to confer to the Liquidator the powers set out in articles 144 et seq. of the Luxembourg law dated August 10, 1915 on commercial companies, as amended (the Law).

The Liquidator shall be entitled to pass all deeds and carry out all operations, including those referred to in article 145 of the Law, without the prior authorisation of the Sole Shareholder. The Liquidator may, under his sole responsibility, delegate some of his powers, for especially defined operations or tasks, to one or several persons or entities.

The Liquidator shall be authorised to make advance payments of the liquidation proceeds (boni de liquidation) to the Sole Shareholder, in accordance with article 148 of the Law.

Fifth resolution

The Sole Shareholder resolves to instruct the Liquidator to realise, on the best possible terms and for the best possible consideration, all the assets of the Company and to pay all the debts of the Company.

Declaration

The undersigned notary who understands and speaks English, states herewith that on request of the above appearing party, the present deed is worded in English, followed by a French version. At the request of the same appearing party, in case of discrepancies between the English and the French texts, the English version will be prevailing.

Whereof the present notarial deed is drawn in Echternach, on the year and day first above written.

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

Suit la traduction française du texte qui précède:

L'an deux mille quinze, le vingt-sixième jour du mois d'août.

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

s'est tenue

une assemblée générale extraordinaire (l'Assemblée) de l'associé unique de Silver Sea Properties (Colinton) S.à r.l. une société à responsabilité limitée de droit luxembourgeois, ayant son siège social au 46A, avenue J.F. Kennedy, L-1855 Luxembourg, Grand-Duché du Luxembourg, immatriculée au Registre du Commerce et des Sociétés de Luxembourg sous le numéro B 159.382 et disposant d'un capital social s'élevant à quatre-vingt-dix-sept mille cent vingt livres sterling (EUR 97.120,-) (la Société). La Société a été constituée par acte de Maître Martine Schaeffer, notaire de résidence à Luxembourg, Grand Duché de Luxembourg le 1 er mars 2011 publié le 31 mai 2011 au Mémorial C, Recueil des Sociétés et Associations (le Mémorial), sous le numéro 1162. Les statuts de la Société (les Statuts) ont été modifiés pour la dernière fois le 28 octobre 2011 suivant un acte de Martine Schaeffer précitée, publié le 17 janvier 2012 au Mémorial sous le numéro 138.

A COMPARU

Harewood Nominees Limited, une société à responsabilité limitée (limited company) constituée en vertu du droit anglais dont le siège social se situe au 55 Moorgate, 4 th Floor, EC2R 6PA Londres, Royaume-Uni, immatriculée auprès de la Companies House sous le numéro 2340158 (l'Associé Unique),

ici représenteé par Peggy Simon, employée, avec adresse professionnelle à L-6475 Echternach, 9, Rabatt, en vertu d'une procuration donnée sous seing privé.

Ladite procuration, après avoir été signée ne varietur par le mandataire agissant pour le compte de la partie comparante et le notaire instrumentant, restera annexée au présent acte afin d'être soumise avec celui-ci aux formalités de l'enregistrement.

L'Associé Unique, représenté comme indiqué ci-dessus, a requis le notaire instrumentant d'acter ce qui suit:

I. que l'Associé Unique représenté à l'Assemblée détient toutes les parts sociales dans le capital social de la Société;

II. que l'Associé Unique souhaite procéder à la dissolution anticipée de la Société et à sa mise en liquidation;

III. que l'ordre du jour de l'Assemblée est libellé de la manière suivante:

1. renonciation aux formalités de convocation;

2. dissolution de la Société et décision de volontairement mettre la Société en liquidation volontaire;

3. nomination de FIDES (Luxembourg) S.A., en tant que liquidateur dans le cadre de la liquidation volontaire de la Société (le Liquidateur);

4. détermination des pouvoirs du Liquidateur et détermination de la procédure de liquidation de la Société;

5. décision de confier au Liquidateur la mission de réaliser, dans les meilleurs délais et dans les meilleures conditions, tous les actifs de la Société et de payer toutes les dettes de la Société; et

6. divers.

IV. Après avoir soigneusement examiné ce qui précède l'Associé Unique a pris les résolutions suivantes:

Première résolution

L'Associé Unique déclare avoir pris connaissance de l'ordre du jour et renonce aux formalités de convocation.

Deuxième résolution

L'Associé Unique décide de dissoudre et de volontairement mettre la Société en liquidation volontaire.

Troisième résolution

L'Associé Unique décide de nommer FIDES (Luxembourg) S.A., une société anonyme de droit luxembourgeois dont le siège social se situe au 46A Avenue J.F. Kennedy, L-1885 Luxembourg, Grand-Duché de Luxembourg, immatriculée au Registre de Commerce et des Sociétés de Luxembourg, sous le numéro B 41.469, en tant que Liquidateur de la Société. Le Liquidateur est autorisé à accomplir tout ce qui est nécessaire à la liquidation de la Société et à la réalisation des actifs de la Société sous sa seule signature pour l'exécution de son mandat.

Quatrième résolution

L'Associé Unique décide d'attribuer au Liquidateur tous les pouvoirs prévus aux articles 144 et suivants de la loi luxembourgeoise du 10 août 1915 sur les sociétés commerciales, telle que modifiée (la Loi).

Le Liquidateur est autorisé à passer tous les actes et à exécuter toutes les opérations, en ce compris les actes prévus à l'article 145 de la Loi, sans l'autorisation préalable de l'Associé Unique. Le Liquidateur pourra déléguer, sous sa seule responsabilité, certains de ses pouvoirs, pour des opérations ou tâches spécifiquement définies, à une ou plusieurs personnes physiques ou morales.

Le Liquidateur est autorisé à verser des acomptes sur le boni de liquidation à l'Associé Unique conformément à l'article 148 de la Loi.

Cinquième résolution

L'Associé Unique décide de confier au Liquidateur la mission de réaliser, dans les meilleurs délais et dans les meilleures conditions, tous les actifs de la Société et de payer toutes les dettes de la Société.

Déclaration

Le notaire soussigné qui comprend et parle l'anglais, déclare que sur demande de la partie comparante, le présent acte est rédigé en langue anglaise suivi d'une version française. A la demande de la même partie comparante et en cas de divergences entre le texte anglais et le texte français, la version anglaise fera foi.

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

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

Signé: P. SIMON, Henri BECK.

Enregistré à Grevenmacher Actes Civils, le 28 août 2015. Relation: GAC/2015/7343. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): G. SCHLINK.

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

Echternach, le 08 septembre 2015.

Référence de publication: 2015150549/141.

(150164868) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 septembre 2015.

Helios One S.A., Société Anonyme.

R.C.S. Luxembourg B 188.840.

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La société Fiduciaire Intercommunautaire S. à R.L.

130, Route d'Arlon

L-8008 STRASSEN

Inscrite au Registre de Commerce et des Sociétés sous le numéro B 67 480

Ici représentée par Monsieur Cornet Jean (p/o Madame LERBS Kahrien)

Dénonce le contrat de domiciliation avec

La société HELIOS ONE S.A.

130, Route d'Arlon

L-8008 STRASSEN

Inscrite au Registre de Commerce et des Sociétés sous le numéro B 188840

Avec date d'effet le 01/09/2015.

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

Fiduciaire Intercommunautaire S.à R.L.
M. Cornet Jean
P/o Mme LERBS Kahrien

Référence de publication: 2015150881/21.

(150165313) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

Amer Sports Luxembourg S.à r.l., Société à responsabilité limitée.

Capital social: EUR 10.000.000,00.

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

R.C.S. Luxembourg B 110.287.

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

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

Luxembourg, le 9 septembre 2015.

Référence de publication: 2015150671/10.

(150165613) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

Garage Thommes S.à r.l., Société à responsabilité limitée.

Siège social: L-7650 Heffingen, 92, Op der Strooss.

R.C.S. Luxembourg B 123.516.

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Cession de parts

Madame Ana Paula Ferreira de Sousa (vendeur) qui est devenu propriétaire des parts par héritage (Karier Michel), constaté par acte de notoriété du 28/07/2014 demeurant à 17 rue Verte L-9135 Schieren

cède et transporte sous les garanties ordinaires de fait et de droit en la matière, à

Monsieur Welter Nico (acheteur), demeurant à 41 rue Principale L-9375 Gralingen

la pleine propriété de 100 (cents) actions

lui appartenant dans la société Garage Thommes sàrl

le siège social est 92 op der Strooss L-765 Heffingen inscrite au RCSL sous le numéro B 123516.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Fait à Heffingen, le 09.09.2015.

Référence de publication: 2015150864/17.

(150165359) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

AESI II Holdings (Lux) S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 191.816.

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

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

Référence de publication: 2015150682/9.

(150165937) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

AH Luxembourg, Société à responsabilité limitée.

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

R.C.S. Luxembourg B 189.763.

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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.

Référence de publication: 2015150683/9.

(150165570) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

Bev.IT, Société Anonyme.

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

R.C.S. Luxembourg B 55.763.

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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.

Référence de publication: 2015150718/9.

(150165775) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

K Manco 2 S.A., Société Anonyme.

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

R.C.S. Luxembourg B 124.039.

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Il résulte du procès-verbal de l'assemblée générale extraordinaire des actionnaires de la Société datant du 07 septembre 2015 qu'il a été décidé:

- d'accepter la démission de Monsieur Fabian Sires en tant qu'administrateur de la Société avec effet au 19 août 2015;

- de nommer en remplacement de l'administrateur démissionnaire, Monsieur Fabrice Mas, né le 24 avril 1979 à Meaux, France, ayant son adresse professionnelle au 46A, avenue J.F. Kennedy, L-1855 Luxembourg en tant qu'administrateur de la Société avec effet immédiat au 07 septembre 2015 et pour une période se terminant lors de l'assemblée générale extraordinaire des actionnaires qui se tiendra en 2021; et

- de confirmer que le conseil d'administration de la Société est dorénavant composé comme suit:

* Mr Fabrice Mas, administrateur;

* Mr Cédric Stebel, administrateur B;

* Mr Jean-François Trontin, administrateur A; et

* Mr Bart Deman, administrateur A.

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

Luxembourg, le 07 septembre 2015.

Pour extrait sincère et conforme

TMF Luxembourg S.A.

Signatures

Signataire autorisé

Référence de publication: 2015150948/25.

(150165248) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

KMU/PME S.à r.l., Société à responsabilité limitée.

Siège social: L-6636 Wasserbillig, 7, rue de Mertert.

R.C.S. Luxembourg B 74.665.

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AUFLÖSUNG

Im Jahre zwei tausend fünfzehn.

Den achtundzwanzigsten August.

Vor dem unterzeichneten Henri BECK, Notar mit dem Amtssitze in Echternach (Grossherzogtum Luxemburg)

IST ERSCHIENEN:

Herr Henri JUNCK, Kaufmann, wohnhaft in D-51143 Köln, 68A, Houdainerstrasse.

Welcher Komparent den instrumentierenden Notar ersucht nachstehende Erklärungen und Feststellungen zu beurkunden wie folgt:

I. - Dass der Komparent der alleinige Anteilhaber der Gesellschaft mit beschränkter Haftung KMU/PME S.à r.l. ist, mit Sitz in L-6636 Wasserbillig, 7, rue de Mertert, eingetragen beim Handels- und Gesellschaftsregister Luxemburg unter der Nummer B 74.665 (NIN 2000 2403 154).

II. - Dass die Gesellschaft gegründet wurde zufolge Urkunde aufgenommen durch Notar Aloyse BIEL, mit dem damaligen Amtssitze in Capellen, am 23. Februar 2000 (im Mémorial ist das Gründungsdatum der Gesellschaft irrtümlicherweise mit Datum vom 23. Februar 1999 angegeben) veröffentlicht im Mémorial C Recueil des Sociétés et Associations Nummer 448 vom 26. Juni 2000.

III. - Dass das Gesellschaftskapital sich auf ZWÖLF TAUSEND DREI HUNDERT VIERUNDNEUNZIG EURO ACHTUNDSECHZIG CENT (€ 12.394,68) beläuft, eingeteilt in ein hundert (100) Anteile zu je EIN HUNDERT DREIUNDZWANZIG EURO VIERUNDNEUNZIG CENT (€ 123,94.-).

IV. - Dass die Gesellschaftsanteile weder verpfändet noch durch Dritte belastet sind, noch Dritte irgendwelche Rechte darauf geltend machen können.

V. - Dass die Gesellschaft KMU/PME S.à r.l. in keinen Rechtsstreit verwickelt ist.

VI. - Dass die Gesellschaft nicht im Besitz von Immobilien und/oder Immobilienanteilen ist.

VII. Der Komparent erklärt, unter seiner Verantwortung, dass die Gesellschaft seit dem 30. April 2015 keine geschäftlichen Aktivitäten mehr hatte.

Der Komparent stellt desweiteren fest, dass die Anschrift des alleinigen Gesellschafters und Geschäftsführers Herrn Henri JUNCK seit dem 4. Mai 2015 wie folgt lautet: D-51143 Köln, 68A, Houdainerstrasse (vorher L-5421 Erpeldange, 7, an der Flass).

Nach den vorstehenden Bemerkungen, erklärt der Komparent, die Gesellschaft KMU/PME S.à r.l. aufzulösen.

Infolge dieser Auflösung erklärt der Komparent, handelnd soweit als notwendig als Liquidator der Gesellschaft, dass:

- alle Aktiva realisiert und alle Passiva der Gesellschaft KMU/PME S.à r.l. beglichen wurden, und dass er persönlich für sämtliche Verbindlichkeiten, sofern noch vorhanden, der aufgelösten Gesellschaft haftet sowie für die Kosten der gegenwärtigen Urkunde;

- die Liquidation der Gesellschaft somit vollendet ist und als abgeschlossen anzusehen ist;

- dem alleinigen Geschäftsführer volle und uneingeschränkte Entlastung für die Ausübung seines Mandates erteilt wird;

- die Bücher und Dokumente der aufgelösten Gesellschaft für die Dauer von fünf Jahren an folgender Adresse aufbewahrt werden: D-51143 Köln, 68A, Houdainerstrasse.

WORÜBER URKUNDE, Geschehen und aufgenommen in Echternach, Am Datum wie eingangs erwähnt.

Und nach Vorlesung hat der Komparent, dem instrumentierenden Notar nach Namen, gebräuchlichen Vornamen, Stand und Wohnort bekannt, mit dem Notar die gegenwärtige Urkunde unterschrieben.

Gezeichnet: H. JUNCK, Henri BECK.

Enregistré à Grevenmacher Actes Civils, le 02 septembre 2015. Relation: GAC/2015/7346. Reçu soixante-quinze euros 75,00 €

Le Receveur (signé): G. SCHLINK.

FÜR GLEICHLAUTENDE AUSFERTIGUNG, auf Begehr erteilt, zwecks Hinterlegung beim Handels- und Gesellschaftsregister.

Echternach, den 9. September 2015.

Référence de publication: 2015150959/53.

(150165727) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 septembre 2015.

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

Capital social: EUR 5.846.975,00.

Siège social: L-1528 Luxembourg, 1-3, boulevard de la Foire.

R.C.S. Luxembourg B 119.205.

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DEMERGER PROPOSAL

1. Introduction. Pursuant to the resolutions adopted by the board of managers of Cidra S.à r.l., a société à responsabilité limitée, incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 1-3, boulevard de la Foire, L-1528 Luxembourg, being registered with the Registre de Commerce et des Sociétés in Luxembourg (the "RCS") under number B 119.205 and having a share capital of EUR 5,846,975 (the "Company"), on 8 October 2015, it was resolved, subject to the Condition Precedent (as defined below) to propose to the shareholders of the Company being:

- Nordic Capital VI Limited, a limited liability company registered under the laws of Jersey having its registered office at 26 Esplanade, St Helier, Jersey, JE2 3QA, Channel Islands registered under number 91300 of the Jersey Companies Registry, and acting in its capacity as general partner and for and on behalf of Nordic Capital VI, Alpha L.P.;

- Nordic Capital VI Limited, a limited liability company registered under the laws of Jersey having its registered office at 26 Esplanade, St Helier, Jersey, JE2 3QA, Channel Islands registered under number 91300 of the Jersey Companies Registry, and acting in its capacity as general partner and for and on behalf of Nordic Capital VI, Beta L.P.;

- NC VI Limited, a limited partnership registered under the laws of Jersey, having its registered office at 26 Esplanade, St Helier, Jersey, JE2 3QA, Channel Islands registered under number 91981 of the Companies Registry;

- Nordic Industries Limited, a limited liability company registered under the laws of Jersey, having its registered office at 26 Esplanade, St Helier, Jersey, JE2 3QA, Channel Islands registered under number 91973 of the Jersey Companies Registry;

- Apax WW Nominees Ltd, a limited company registered under the laws of United Kingdom, having its registered office at 33, Jermyn Street, London, SW1Y 6DN, Great-Britain and registered under number 4693597 in the Companies House in Cardiff;

- FPCI Àpax France VII, a French fonds professionnel de capital investissement represented by its management company, Apax Partners S.A., a French société anonyme, having its registered office at 1, rue Paul Cézanne, 75008 Paris, France, and registered under number 309 044 840 RCS Paris;

- Altamir SCA, a French société en commandite par actions, having its registered office at 1, rue Paul Cézanne, 75008 Paris, France, and registered under number 390 965 895 RCS Paris, represented by its managing general partner, Altamir Gérance S.A., a French société anonyme having its registered office at 1, rue Paul Cézanne, 75008 Paris, and registered under number 402 098 917 RCS Paris;

- Capri SC, a société civile having its registered office at 1, rue Paul Cézanne, 75008 Paris, France, and registered under number 493 582 498 RCS Paris;

(together, the "Shareholders");

to proceed to the demerger of the Company to be carried out by the incorporation of new private limited liability companies (sociétés à responsabilité limitée) (scission par constitution de nouvelles sociétés) named:

- NHC Holding S.à r.l., with a share capital of EUR 23,413,175 divided into 936,527 shares (of different classes (as set forth in the draft articles of incorporation of NHC Holding S.à r.l.)) of EUR 25 each, which will have its registered office at 1-3, boulevard de la Foire, L-1528 Luxembourg, Grand Duchy of Luxembourg;

- NHCC S.à r.l., with a share capital of EUR 7,011,125 divided into 280,445 shares (of different classes (as set forth in the draft articles of incorporation of NHCC S.à r.l.)) of EUR 25 each, which will have its registered office at 1-3, boulevard de la Foire, L-1528 Luxembourg, Grand Duchy of Luxembourg;

- NHCD S.à r.l., with a share capital of EUR 1,000,000 divided into 40,000 shares (of different classes (as set forth in the draft articles of incorporation of NHCD S.à r.l.)) of EUR 25 each, which will have its registered office at 5, rue Guillaume Kroll L-1882 Luxembourg, Grand Duchy of Luxembourg; and

- NHCE S.à r.l., with a share capital of EUR 1,000,000 divided into 40,000 shares (of different classes (as set forth in the draft articles of incorporation of NHCE S.à r.l.)) of EUR 25 each, which will have its registered office at 7, rue Lou Hemmer, L-1748 Luxembourg-Findel, Grand Duchy of Luxembourg;

(together the "New Companies"), as provided for in Articles 288 and 307 of the Luxembourg law of 10 August 1915 on commercial companies, as amended (the "Company Law"), by transferring, without dissolution, part of the assets and liabilities of the Company (being the Divested Assets and Liabilities described under 4) below) to the New Companies in exchange for the allocation to its Shareholders of shares of these New Companies as more detailed below (the "Demerger").

2. Condition Precedent. The Demerger is conditional upon the completion of the demerger of Cidra Holding S.à r.l. (being the wholly owned subsidiary of the Company), a société à responsabilité limitée, incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 1-3, Boulevard de la Foire, L-1528 Luxembourg, being registered with the RCS under number B 119.206 and having a share capital of EUR 5,846,975 ("Cidra Holding") to be

carried out by the incorporation of a new private limited liability company (société à responsabilité limitée) (scission par constitution d'une nouvelle société) to be named CADRI S.à r.l., as provided for in Articles 288 and 307 of the Company Law, by transferring, without dissolution, part of the assets and liabilities of Cidra Holding to CADRI S.à r.l. in exchange for the allocation to the Company of shares of CADRI S.à r.l. (the "Cidra Holding Demerger"), in relation to which a demerger proposal will be filed with the RCS on or about the date hereof in view of its publication in the Mémorial C, Recueil des Sociétés et Associations ("Mémorial C") (the "Condition Precedent").

It is contemplated that the Cidra Holding Demerger will occur shortly before the EGM (as defined below).

3. General meetings of the Shareholders and the holders of the convertible preferred equity certificates ("CPECs") of the Company. In accordance with Article 291 of the Company Law, the Shareholders shall approve the proposed Demerger and the present Demerger Proposal by way of an extraordinary general meeting to be held at the earliest one month following the publication of the present Demerger Proposal in the Mémorial C, before a Luxembourg public notary (the "EGM").

The Demerger and the present Demerger Proposal will also be submitted to the approval of the holders of the convertible preferred equity certificates ("CPECs") and the yield free preferred equity certificates ("YFPECs") of the Company.

4. Description and allocation of the assets and liabilities to be transferred to the New Companies. Subject to the Condition Precedent and upon approval of the Demerger by the Shareholders, the Company will transfer to the New Companies the following assets and liabilities (together, the "Divested Assets and Liabilities" and in particular, the assets and liabilities to be transferred to NHC Holding S.à r.l. (the "B Divested Assets and Liabilities"), the assets and liabilities to be transferred to NHCC S.à r.l. (the "C Divested Assets and Liabilities"), the assets and liabilities to be transferred to NHCD S.à r.l. (the "D Divested Assets and Liabilities") and the assets and liabilities to be transferred to NHCE S.à r.l. (the "E Divested Assets and Liabilities") composed of:(i) Assets allocated to the New Companies

a. Assets allocated to NHC Holding S.à r.l.:

(i) 34.63% of the shares with a nominal value of EUR 25 each to be issued by CADRI S.à r.l. and subscribed for by the Company (representing 173 shares);

(ii) 34.63% of the CPECs of class A of CADRI S.à r.l. to be held by the Company, each with a nominal value of EUR 25 (including principal, capitalised interest and yield attached thereto as of midnight on the day preceding the Effective Date (as defined below));

(iii) 34.63% of the CPECs of class C of CADRI S.à r.l. to be held by the Company, each with a nominal value of EUR 25 (including principal, capitalised interest and yield attached thereto as of midnight on the day preceding the Effective Date (as defined below)); and

(iv) cash for an amount of EUR 183,379.36;

(the "B Divested Assets").

b. Assets allocated to NHCC S.à r.l.:

(i) 10.37% of the shares with a nominal value of EUR 25 each to be issued by CADRI S.à r.l. and subscribed for by the Company (representing 52 shares);

(ii) 10.37% of the CPECs of class A of CADRI S.à r.l. to be held by the Company, each with a nominal value of EUR 25 (including principal, capitalised interest and yield attached thereto as of midnight on the day preceding the Effective Date (as defined below));

(iii) 10.37% of the CPECs of class C of CADRI S.à r.l. to be held by the Company, each with a nominal value of EUR 25 (including principal, capitalised interest and yield attached thereto as of midnight on the day preceding the Effective Date (as defined below)); and

(iv) cash for an amount of EUR 54,913.19;

(the "C Divested Assets").

c. Assets allocated to NHCD S.à r.l.:

(i) 11% of the shares with a nominal value of EUR 25 each to be issued by CADRI S.à r.l. and subscribed for by the Company (representing 55 shares);

(ii) 11 % of the CPECs of class A of CADRI S.à r.l. to be held by the Company, each with a nominal value of EUR 25 (including principal, capitalised interest and yield attached thereto as of midnight on the day preceding the Effective Date (as defined below));

(iii) 11% of the CPECs of class C of CADRI S.à r.l. to be held by the Company, each with a nominal value of EUR 25 (including principal, capitalised interest and yield attached thereto as of midnight on the day preceding the Effective Date (as defined below)); and

(iv) cash for an amount of EUR 58,249.29;

(the "D Divested Assets").

d. Assets allocated to NHCE S.à r.l.:

(i) 44% of the shares with a nominal value of EUR 25 each to be issued by CADRI S.à r.l. and subscribed for by the Company (representing 220 shares);

(ii) 44% of the CPECs of class A of CADRI S.à r.l. to be held by the Company, each with a nominal value of EUR 25 (including principal, capitalised interest and yield attached thereto as of midnight on the day preceding the Effective Date (as defined below));

(iii) 44% of the CPECs of class C of CADRI S.à r.l. to be held by the Company, each with a nominal value of EUR 25 (including principal, capitalised interest and yield attached thereto as of midnight on the day preceding the Effective Date (as defined below)); and

(iv) cash for an amount of EUR 232,997.16;

(the "E Divested Assets" and together with the B Divested Assets, the C Divested Assets and the D Divested Assets, the "Divested Assets").

The Divested Assets will be transferred at a value equal to:

(a) for the shares to be issued by CADRI S.à r.l., (x) the market value of all the shares to be held by CADRI S.à r.l. in Capio AB (publ) Reg. No. 556706-4448, a limited liability company whose registered office is at c/o Capio AB, P.O. Box 1064, 405 22 Gothenburg, Sweden ("Capio Shares"), corresponding to the listing price of the Capio Shares at closing on the last business day preceding the Effective Date (as defined below) less (y) the nominal value of the CPECs of class A and C of CADRI S.à r.l., as determined on the Effective Date (as defined below) plus capitalised interest and yield attached thereto as of midnight on the day preceding the Effective Date (as defined below); and

(b) for the CPECs of class A and C of CADRI S.à r.l. as determined on the Effective Date (as defined below), their nominal value plus capitalised interest and yield attached thereto as of midnight on the day preceding the Effective Date (as defined below).

(ii) Liabilities allocated to the New Companies:

The Company will transfer to the New Companies a number of CPECs issued by the Company which relate to the Capio business, for a maximum aggregate amount (including principal, capitalised interest and yield attached thereto) ensuring that the net assets value transferred to each of the New Companies is equal to 15% of the value of the respective divested assets being attributed to each New Company.

a. Liabilities allocated to NHC Holding S.à r.l.:

(i) up to 2,006,601 CPECs of class A issued by the Company and subscribed for by Apax WW Nominees Limited, each having a nominal value of EUR 25 for a maximum aggregate amount of EUR 52,085,655.55 (including principal, capitalised interest and yield attached thereto as of midnight on the day preceding the Effective Date (as defined below));

(ii) up to 4,876,773 CPECs of class C issued by the Company and subscribed for by Apax WW Nominees Limited, each having a nominal value of EUR 25 for a maximum aggregate amount of EUR 302,882,333.63 (including principal, capitalised interest and yield attached thereto as of midnight on the day preceding the Effective Date (as defined below));

b. Liabilities allocated to NHCC S.à r.l.:

(i) up to 600,880 CPECs of class A issued by the Company and subscribed for by Apax WW Nominees Limited, each having a nominal value of EUR 25 for a maximum aggregate amount of EUR 15,597,119.50 (including principal, capitalised interest and yield attached thereto as of midnight on the day preceding the Effective Date (as defined below));

(ii) up to 1,460,356 CPECs of class C issued by the Company and subscribed for by Apax WW Nominees Limited, each having a nominal value of EUR 25 for a maximum aggregate amount of EUR 90,698,521.50 (including principal, capitalised interest and yield attached thereto as of midnight on the day preceding the Effective Date (as defined below));

c. Liabilities allocated to NHCD S.à r.l.:

(i) up to 317,520 CPECs of class A issued by the Company and subscribed for by FPCI Apax France VII, up to 317,521 CPECs of class A issued by the Company and subscribed for by Altamir SCA. and up to 2,376 CPECs of class A issued by the Company and subscribed for by Capri SC, each having a nominal value of EUR 25 for a maximum aggregate amount of EUR 16,545,378.32 (including principal, capitalised interest and yield attached thereto as of midnight on the day preceding the Effective Date (as defined below));

(ii) up to 771,628 CPECs of class C issued by the Company and subscribed for by FPCI Apax France VII, up to 771,691 CPECs of class C issued by the Company and subscribed for by Altamir SCA. and up to 5,776 CPECs of class C issued by the Company and subscribed for by Capri SC, each having a nominal value of EUR 25 for a maximum aggregate amount of EUR 96,191,361.32 (including principal, capitalised interest and yield attached thereto as of midnight on the day preceding the Effective Date (as defined below));

d. Liabilities allocated to NHCE S.à r.l.:

(i) up to 19,120 CPECs of class A issued by the Company and subscribed for by Nordic Industries Limited, up to 31,865 CPECs of class A issued by the Company and subscribed for by NC VI Limited, up to 1,148,894 CPECs of class A issued by the Company and subscribed for by Nordic Capital VI Limited acting in in its capacity as general partner and for and on behalf of Nordic Capital VI Alpha, L.P. and up to 1,349,650 CPECs of class A issued by the Company and subscribed for by Nordic Capital VI Limited acting in in its capacity as general partner and for and on behalf of Nordic Capital VI Beta, L.P., each having a nominal value of EUR 25 for a maximum aggregate amount of EUR 66,178,506.11 (including principal, capitalised interest and yield attached thereto as of midnight on the day preceding the Effective Date (as defined below));

(ii) up to 46,468 CPECs of class C issued by the Company and subscribed for by Nordic Industries Limited, up to 77,440 CPECs of class C issued by the Company and subscribed for by NC VI Limited, up to 2,792,233 CPECs of class C issued by the Company and subscribed for by Nordic Capital VI Limited acting in in its capacity as general partner and for and on behalf of Nordic Capital VI Alpha, L.P. and up to 3,280,135 CPECs of class C issued by the Company and subscribed for by Nordic Capital VI Limited acting in in its capacity as general partner and for and on behalf of Nordic Capital VI Beta, L.P., each having a nominal value of EUR 25 for a maximum aggregate amount of EUR 384,832,936.21 (including principal, capitalised interest and yield attached thereto as of midnight on the day preceding the Effective Date (as defined below));

(together the "Divested Liabilities").

The Divested Liabilities will be transferred to the New Companies at their nominal value plus capitalised interest and yield attached thereto as of midnight on the day preceding the Effective Date.

Any one or the other part of the Divested Assets and Liabilities may be changed at the EGM in particular as a result of the fluctuation of the market value of the Capio Shares being transferred to CADRI S.à r.l. upon completion of the Cidra Holding Demerger.

When an asset or liability of the Company is not specifically assigned to the New Companies, such assets or liabilities shall remain with the Company.

5. Exchange ratio of the shares. The exchange ratio will be as follows:

- as consideration for the transfer by the Company of the B Divested Assets and Liabilities on the Effective Date (as defined below), NHC Holding S.à r.l. will issue 936,527 shares (of different classes (as set forth in the draft articles of incorporation of NHC Holding S.à r.l.)) to Apax WW Nominees Limited of, all fully paid, with a nominal value of EUR 25 each, plus a share premium, if any, depending on the net asset value of the B Divested Assets and Liabilities to be transferred, it being noted that in aggregate 15% of the value of the B Divested Assets will be allocated to the share capital account and to the share premium account of NHC Holding S.à r.l.;

- as consideration for the transfer by the Company of the C Divested Assets and Liabilities on the Effective Date (as defined below), NHCC S.à r.l. will issue 280,445 shares (of different classes (as set forth in the draft articles of incorporation of NHCC S.à r.l.)) to Apax WW Nominees Limited of, all fully paid, with a nominal value of EUR 25 each, plus a share premium, if any, depending on the net asset value of the C Divested Assets and Liabilities to be transferred, it being noted that in aggregate 15% of the value of the C Divested Assets will be allocated to the share capital account and to the share premium account of NHCC S.à r.l.;

- as consideration for the transfer by the Company of the D Divested Assets and Liabilities on the Effective Date (as defined below), NHCD S.à r.l. will issue to:

* FPCI Apax France VII, 19,926 shares (of different classes (as set forth in the draft articles of incorporation of NHCD S.à r.l.)), all fully paid, with a nominal value of EUR 25 each;

* Altamir SCA, 19,924 shares (of different classes (as set forth in the draft articles of incorporation of NHCD S.à r.l.)), all fully paid, with a nominal value of EUR 25 each; and

* Capri SC, 150 shares (of different classes (as set forth in the draft articles of incorporation of NHCD S.à r.l.)), all fully paid, with a nominal value of EUR 25 each;

plus a share premium, if any, depending on the net asset value of the D Divested Assets and Liabilities to be transferred, it being noted that in aggregate 15% of the value of the D Divested Assets will be allocated to the share capital account and to the share premium account of NHCD S.à r.l.;

- as consideration for the transfer by the Company of the E Divested Assets and Liabilities on the Effective Date (as defined below), NHCE S.à r.l. will issue to:

* Nordic Industries Limited, 300 shares (of different classes (as set forth in the draft articles of incorporation of NHCE S.à r.l.)), all fully paid, with a nominal value of EUR 25 each;

* NC VI Limited, 500 shares (of different classes (as set forth in the draft articles of incorporation of NHCE S.à r.l.)), all fully paid, with a nominal value of EUR 25;

* Nordic Capital VI Limited acting in in its capacity as general partner and for and on behalf of Nordic Capital VI Alpha, L.P., 18,025 shares (of different classes (as set forth in the draft articles of incorporation of NHCE S.à r.l.)), all fully paid, with a nominal value of EUR 25 each; and

* Nordic Capital VI Limited acting in in its capacity as general partner and for and on behalf of Nordic Capital VI Beta, L.P., 21,175 shares (of different classes (as set forth in the draft articles of incorporation of NHCE S.à r.l.)), all fully paid, with a nominal value of EUR 25 each;

plus a share premium, if any, depending on the net asset value of the E Divested Assets and Liabilities to be transferred, it being noted that in aggregate 15% of the value of the E Divested Assets will be allocated to the share capital account and to the share premium account of NHCE S.à r.l.

No cash payment will be made to the Shareholders.

6. Terms for the delivery of shares in the New Companies. The New Companies will only issue registered shares and after the issue of shares pursuant to the EGM, the Shareholders will be registered as shareholders in the relevant shareholders' register of the New Companies.

The New Companies will not issue share certificates nor issue any fractional shares.

7. The date as from which the shares in the New Companies shall carry the right to participate in the profits and any special conditions relating to that right. The shares in the New Companies shall carry the right to participate in any distribution of profit of the New Companies as from the Effective Date, being the date of the incorporation of the New Companies.

8. Date as from which the Demerger will be effective for accounting purposes. For accounting purposes, the transfer of the Divested Assets and Liabilities to the New Companies will be deemed to be effective as from the Effective Date (as defined below).

The Demerger will become legally effective between the Company and the New Companies and will entail ipso jure the universal transfer of the Divested Assets and Liabilities to the New Companies (as detailed above under 4)) on the date of the EGM which is contemplated to be on 30 November 2015 (the "Effective Date").

The Demerger will become legally effective towards third parties on the day of the publication of the EGM deed in the Mémorial C.

9. Special advantages. No special advantages will be granted to the independent experts referred to in Article 294 of the Company Law, to the members of the board of managers and neither to the commissaire aux comptes (supervisory auditors) of the Company nor to the members of the board of managers of the New Companies in connection with the Demerger.

No shareholders or holders of securities other than shares in the New Companies will have special rights.

10. Documents for inspection. The Shareholders are entitled to inspect at the registered office of the Company the following documents at least one month prior to the date of the EGM:

- this Demerger Proposal; and

- the annual accounts of the Company for the last three financial years ended 31 December 2012, 2013 and 2014.

The Shareholders may request a copy of these documents free of charges.

11. Article 296 of the Company Law - Waiver. Given the overall context of the Demerger, the board of managers of the Company will request the Shareholders in accordance with Article 296 of the Company Law to waive their rights to receive or have made available to them the management report provided for by Articles 293 and 295 (1) (d) of the Company Law, the independent expert's (réviseur d'entreprises agréé) report provided by Articles 294 and 295 (1) (e) of the Company Law and the interim accounts referred to in Article 295 (1) (c) of the Company Law.

Any one or the other part of the present Demerger Proposal can still be changed by the EGM. The present Demerger Proposal is furthermore sent to the Shareholders.

12. The articles of incorporation of the New Companies will be drafted as follows:

ARTICLES OF ASSOCIATION OF NHC HOLDING S.À R.L.

Art. 1. Denomination. A limited liability company (société à responsabilité limitée) with the name "NHC Holding S.à r.l." (the "Company") is hereby formed by the appearing parties and all persons who will become shareholders thereafter. The Company will be governed by these articles of association (the "Articles") and the relevant legislation.

Art. 2. Object. The object of the Company is the acquisition, holding, management and disposal of participations and any interests, in any form whatsoever, in Luxembourg and foreign companies, or other business entities, enterprises or investments, the acquisition by purchase, subscription, or in any other manner as well as the transfer by sale, exchange or otherwise of stock, bonds, debentures, notes, loans, loan participations, certificates of deposits and any other securities or financial instruments or assets of any kind, and the ownership, administration, development and management of its portfolio.

The Company may participate in the creation, development, management and control of any company or enterprise and may invest in any way and manage a portfolio of patents or any other intellectual property rights of any nature or origin whatsoever. The Company may also hold interests in partnerships and carry out its business through branches in Luxembourg or abroad.

The Company may borrow in any form and proceed by private placement to the issue of bonds, notes and debentures or any kind of debt or equity securities.

The Company may lend funds including without limitation resulting from any borrowings of the Company or from the issue of any equity or debt securities of any kind, to its subsidiaries, affiliated companies or any other company or entity it deems fit.

The Company may give guarantees and grant securities to any third party for its own obligations and undertakings as well as for the obligations of any companies or other enterprises in which the Company has an interest or which form part of the group of companies to which the Company belongs or any other company or entity it deems fit and generally for its own benefit or such entities' benefit. The Company may further pledge, transfer or encumber or otherwise create securities over some or all of its assets.

In a general fashion it may grant assistance in any way to companies or other enterprises in which the Company has an interest or which form part of the group of companies to which the Company belongs or any other company or entity it deems fit, take any controlling and supervisory measures and carry out any operation which it may deem useful in the accomplishment and development of its purposes.

Any of the above is to be understood in the broadest sense and any enumeration is not exhaustive or limiting in any way. The object of the Company includes any transaction or agreement which is entered into by the Company consistent with the foregoing.

Finally, the Company can perform all commercial, technical and financial or other operations, connected directly or indirectly in all areas in order to facilitate the accomplishment of its purposes.

Art. 3. Duration. The Company is established for an unlimited period.

Art. 4. Registered Office. The Company has its registered office in the City of Luxembourg, Grand Duchy of Luxembourg. It may be transferred to any other place in the Grand Duchy of Luxembourg by means of a resolution of an extraordinary general meeting of its shareholders deliberating in the manner provided for amendments to the Articles.

The address of the registered office may be transferred within the municipality by decision of the manager or as the case may be the board of managers. The Company may have offices and branches, both in Luxembourg and abroad.

In the event that the manager, or as the case may be the board of managers, should determine that extraordinary political, economic or social developments have occurred or are imminent that would interfere with the normal activities of the Company at its registered office, or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these abnormal circumstances; such temporary measures shall have no effect on the nationality of the Company which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg company. Such temporary measures will be taken and notified to any interested parties by the manager or as the case may be the board of managers.

Art. 5. Share capital.

5.1. The issued share capital of the Company is set at twenty-three million four hundred and thirteen thousand one hundred and seventy-five Euro (EUR 23,413,175) represented by five hundred (500) ordinary shares (the "Ordinary Shares") and ninety-three thousand six hundred and three (93,603) class A preferred shares (the "Class A Preferred Shares"), ninety-three thousand six hundred and three (93,603) class B preferred shares (the "Class B Preferred Shares"), ninety-three thousand six hundred and three (93,603) class C preferred shares (the "Class C Preferred Shares"), ninety-three thousand six hundred and three (93,603) class D preferred shares (the "Class D Preferred Shares"), ninety-three thousand six hundred and three (93,603) class E preferred shares (the "Class E Preferred Shares"), ninety-three thousand six hundred and three (93,603) class F preferred shares (the "Class F Preferred Shares"), ninety-three thousand six hundred and three (93,603) class G preferred shares (the "Class G Preferred Shares"), ninety-three thousand six hundred and two (93,602) class H preferred shares (the "Class H Preferred Shares"), ninety-three thousand six hundred and two (93,602) class I preferred shares (the "Class I Preferred Shares") and ninety-three thousand six hundred and two (93,602) class J preferred shares (the "Class J Preferred Shares" together with the Class A Preferred Shares, the Class B Preferred Shares, the Class C Preferred Shares, the Class D Preferred Shares, the Class E Preferred Shares, the Class F Preferred Shares, the Class G Preferred Shares, the Class H Preferred Shares and the Class I Preferred Shares, the "Preferred Shares"), representing a total of nine hundred and thirty-six thousand five hundred and twenty-seven (936,527) shares (parts sociales) with a nominal value of twenty-five Euro (EUR 25.-) each and with such rights and obligations as set out in the present Articles.

The Ordinary Shares and the Preferred Shares are hereafter together referred to as a "Share" or the "Shares".

5.2 The share capital of the Company may be increased or reduced by a resolution of the shareholders adopted in the manner required for amendment of these Articles.

5.3 The share capital of the Company may be reduced through the cancellation of Preferred Shares including by the cancellation of one or more entire Classes of Preferred Shares through the repurchase and cancellation of all the Preferred Shares in issue in such Class(es). A reduction of share capital through the repurchase of a Class of Preferred Shares may only be made within the respective Class Periods:

The period for the Class A Preferred Shares is the period starting on the date of the notarial deed of 30 November 2015 and ending no later than on 31 December 2016 (the "Class A Period").

The period for the Class B Preferred Shares is the period starting on the day after the Class A Period and ending no later than 31 December 2017 (the "Class B Period").

The period for the Class C Preferred Shares is the period starting on the day after the Class B Period and ending no later than on 31 December 2018 (the "Class C Period").

The period for the Class D Preferred Shares is the period starting on the day after the Class C Period and ending no later than on 31 December 2019 (the "Class D Period").

The period for the Class E Preferred Shares is the period starting on the day after the Class D Period and ending no later than 31 December 2020 (the "Class E Period").

The period for the Class F Preferred Shares is the period starting on the day after the Class E Period and ending no later than 31 December 2021 (the "Class F Period").

The period for the Class G Preferred Shares is the period starting on the day after the Class F Period and ending no later than 31 December 2022 (the "Class G Period").

The period for the Class H Preferred Shares is the period starting on the day after the Class G Period and ending no later than on 31 December 2023 (the "Class H Period").

The period for the Class I Preferred Shares is the period starting on the day after the Class H Period and ending no later than on 31 December 2024 (the "Class I Period").

The period for the Class J Preferred Shares is the period starting on the day after the Class I Period and ending no later than on 31 December 2025 (the "Class J Period").

Where a class of Preferred Shares has not been repurchased and cancelled within the relevant Class Period, the redemption and cancellation of such class(es) of Preferred Shares can be made during a new period (the "New Period") which shall start on the date after the last Class Period (or as the case may be, the date after the end of the immediately preceding New Period of another class) and end no later than one year after the start date of such New Period. The first New Period shall start on the day after the Class J Period and the class of Preferred Shares not repurchased and not cancelled in their respective Class Period shall come in the order from class A to class J (to the extent not previously repurchased and cancelled). For the avoidance of doubt, in the event that a repurchase and cancellation of a class of Preferred Shares shall take place prior to the last day of its respective Class Period (or as the case may be, New Period), the following Class Period (or as the case may be, New Period) shall start on the day after the repurchase and cancellation of such class of Preferred Shares and shall continue to end on the day such as initially defined in the Articles above.

Upon the repurchase and cancellation of the entire relevant Class(es), the Cancellation Amount will become due and payable by the Company to the Shareholder(s) pro-rata to their holding in such Class(es). For the avoidance of doubt the Company may discharge its payment obligation in cash, in kind or by way of set-off.

The Cancellation Amount mentioned in the paragraph above to be retained shall be determined by the sole manager or as the case may be by the board of managers in his/her/its reasonable discretion and within the best corporate interest of the Company. For the avoidance of doubt, the sole manager or as the case may be the board of managers can choose at his/her/its sole discretion to include or exclude in its determination of the Cancellation Amount the freely distributable reserves either in part or in totality.

The Company may proceed to the repurchase of its own Shares within the limit laid down by law.

5.4 Any available share premium shall be freely distributable (subject to the provisions of the Articles).

Art. 6. Transfer of Shares. Shares are freely transferable among shareholders. Except if otherwise provided by law, the Share transfer to non-shareholders is subject to the consent of shareholders representing at least seventy-five per cent of the Company's capital.

Art. 7. Management of the Company. The Company is managed by one or several managers who need not be shareholders.

The sole manager or as the case may be the board of managers is vested with the broadest powers to manage the business of the Company and to authorise and/or perform all acts of disposal and administration falling within the purposes of the Company. All powers not expressly reserved by the law or by the Articles to the general meeting shall be within the competence of the sole manager or as the case may be the board of managers. Vis-à-vis third parties the sole manager or as the case may be the board of managers has the most extensive powers to act on behalf of the Company in all circumstances and to do, authorise and approve all acts and operations relative to the Company not reserved by law or the Articles to the general meeting or as may be provided herein.

The managers are appointed and removed from office by a simple majority decision of the general meeting of shareholders, which determines their powers and the term of their mandates. If no term is indicated the managers are appointed for an undetermined period. The managers may be re-elected but also their appointment may be revoked with or without cause (ad nutum) at any time.

In the case of more than one manager, the managers constitute a board of managers. Any manager may participate in any meeting of the board of managers by conference call or by other similar means of communication allowing all the persons taking part in the meeting to hear one another and to communicate with one another. A meeting may also at any time be held by conference call or similar means only. The participation in, or the holding of, a meeting by these means is equivalent to a participation in person at such meeting or the holding of a meeting in person. Managers may be represented at meetings of the board by another manager without limitation as to the number of proxies which a manager may accept and vote.

Written notice of any meeting of the board of managers must be given to the managers twenty-four hours (24) at least in advance of the date scheduled for the meeting, except in case of emergency, in which case the nature and the motives of the emergency shall be mentioned in the notice. This notice may be omitted in case of assent of each manager in writing, by cable, telegram, telex, email or facsimile, or any other similar means of communication. A special convening notice will not be required for a board meeting to be held at a time and location determined in a prior resolution adopted by the board of managers.

The general meeting of shareholders may decide to appoint managers of two different classes, being class A managers and class B managers. Any such classification of managers shall be duly recorded in the minutes of the relevant meeting and the managers be identified with respect to the class they belong.

Decisions of the board of managers are validly taken by the approval of the majority of the managers of the Company. In the event however the general meeting of shareholders has appointed different classes of managers (namely class A managers and class B managers) any resolutions of the board of managers may only be validly taken if approved by the majority of managers including at least one class A and one class B manager (including by way of representation).

The board of managers may also, unanimously, pass resolutions on one or several similar documents by circulai" means when expressing its approval in writing, by cable or facsimile or any other similar means of communication. The entirety will form the circular documents duly executed giving evidence of the resolution. Managers' resolutions, including circular resolutions, may be conclusively certified or an extract thereof may be issued under the individual signature of any manager.

The Company will be bound by the sole signature in the case of a sole manager, and in the case of a board of managers by the sole signature of anyone of the managers, provided however that in the event the general meeting of shareholders has appointed different classes of managers (namely class A managers and class B managers) the Company will only be validly bound by the joint signature of one class A manager and one class B manager. In any event the Company will be validly bound by the sole signature of any person or persons to whom such signatory powers shall have been delegated by the sole manager (if there is only one) or as the case may be the board of managers or anyone of the managers or, in the event of classes of managers, by one class A and one class B manager acting together.

Art. 8. Liability of the Managers. The manager(s) are not held personally liable for the indebtedness of the Company. As agents of the Company, they are responsible for the performance of their duties.

Subject to the exceptions and limitations listed below, every person who is, or has been, a manager or officer of the Company shall be indemnified by the Company to the fullest extent permitted by law against liability and against all expenses reasonably incurred or paid by him in connection with any claim, action, suit or proceeding which he becomes involved as a party or otherwise by virtue of his being or having been such manager or officer and against amounts paid or incurred by him in the settlement thereof. The words "claim", "action", "suit" or "proceeding" shall apply to all claims, actions, suits or proceedings (civil, criminal or otherwise including appeals) actual or threatened and the words "liability" and "expenses" shall include without limitation attorneys' fees, costs, judgements, amounts paid in settlement and other liabilities.

No indemnification shall be provided to any manager or officer:

(i) Against any liability to the Company or its shareholders by reason of wilful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office;

(ii) With respect to any matter as to which he shall have been finally adjudicated to have acted in bad faith and not in the interest of the Company; or

(iii) In the event of a settlement, unless the settlement has been approved by a court of competent jurisdiction or by the board of managers.

The right of indemnification herein provided shall be severable, shall not affect any other rights to which any manager or officer may now or hereafter be entitled, shall continue as to a person who has ceased to be such manager or officer and shall inure to the benefit of the heirs, executors and administrators of such a person. Nothing contained herein shall affect any rights to indemnification to which corporate personnel, including directors and officers, may be entitled by contract or otherwise under law.

Expenses in connection with the preparation and representation of a defence of any claim, action, suit or proceeding of the character described in this Article shall be advanced by the Company prior to final disposition thereof upon receipt of any undertaking by or on behalf of the officer or director, to repay such amount if it is ultimately determined that he is not entitled to indemnification under this Article.

Art. 9. Shareholder voting rights. Each shareholder may take part in collective decisions. He has a number of votes equal to the number of Shares he owns and may validly act at any meeting of shareholders through a special proxy.

Art. 10. Shareholder Meetings. Decisions by shareholders are passed in such form and at such majority(ies) as prescribed by Luxembourg Company law in writing (to the extent permitted by law) or at meetings. Any regularly constituted meeting of shareholders of the Company or any valid written resolution (as the case may be) shall represent the entire body of shareholders of the Company.

Meetings shall be called by convening notice addressed by registered mail to shareholders to their address appearing in the register of shareholders held by the Company at least eight (8) days prior to the date of the meeting. If the entire share capital of the Company is represented at a meeting the meeting may be held without prior notice.

In the case of written resolutions, the text of such resolutions shall be sent to the shareholders at their addresses inscribed in the register of shareholders held by the Company at least eight (8) days before the proposed effective date of the resolutions. The resolutions shall become effective upon the approval of the majority as provided for by law for collective decisions (or subject to the satisfaction of the majority requirements, on the date set out therein). Unanimous written resolution may be passed at any time without prior notice.

Except as otherwise provided for by law, (i) decisions of the general meeting shall be validly adopted if approved by shareholders representing more than half of the corporate capital. If such majority is not reached at the first meeting or first written resolution, the hareholders shall be convened or consulted a second time, by registered letter, and decisions shall be adopted by a majority of the votes cast, regardless of the portion of capital represented, (ii) However, decisions concerning the amendment of the Articles are taken by (x) a majority of the shareholders (y) representing at least three quarters of the issued share capital and (iii) decisions to change of nationality of the Company are to be taken by shareholders representing one hundred per cent (100%) of the issued share capital.

Art. 11. Accounting Year. The accounting year begins on 1 st January of each year and ends on 31 st December of the same year save for the first accounting year which shall commence on the day of incorporation and ends on 31 December 2016.

Art. 12. Financial Statements. Every year as of the accounting year's end, the annual accounts are drawn up by the manager or, as the case may be, the board of managers.

The financial statements are at the disposal of the shareholders at the registered office of the Company.

Art. 13. Distributions.

13.1. Out of the net profit five percent (5%) shall be placed into a legal reserve account. This deduction ceases to be compulsory when such reserve amounts to ten percent (10%) of the issued share capital of the Company.

13.2. The balance may be distributed to the shareholders upon decision of a general meeting of shareholders.

13.3. The share premium account may be distributed to the shareholders upon decision of a general meeting of shareholders. The general meeting of shareholders may decide to allocate any amount out of the share premium account to the legal reserve account.

13.4. The shareholders may decide to pay interim dividends on the basis of statements of accounts prepared by the manager, or as the case may be the board of managers, showing that sufficient funds are available for distribution, it being understood that the amount to be distributed may not exceed profits realised since the end of the last accounting year increased by profits carried forward and distributable reserves and premium but decreased by losses carried forward and sums to be allocated to a reserve to be established by law.

13.5 In the event of a dividend declaration, such dividend shall be allocated and paid in the following order:

- the holder(s) of the Class A Preferred Shares shall be entitled to a dividend equal to 1% of the nominal value of the Class A Preferred Shares;

- the holder(s) of the Class B Preferred Shares shall be entitled to a dividend equal to 2% of the nominal value of the Class B Preferred Shares;

- the holder(s) of the Class C Preferred Shares shall be entitled to a dividend equal to 3% of the nominal value of the Class C Preferred Shares;

- the holder(s) of the Class D Preferred Shares shall be entitled to a dividend equal to 4% of the nominal value of the Class D Preferred Shares;

- the holder(s) of the Class E Preferred Shares shall be entitled to a dividend equal to 5% of the nominal value of the Class E Preferred Shares;

- the holder(s) of the Class F Preferred Shares shall be entitled to a dividend equal to 6% of the nominal value of the Class F Preferred Shares;

- the holder(s) of the Class G Preferred Shares shall be entitled to a dividend equal to 7% of the nominal value of the Class G Preferred Shares;

- the holder(s) of the Class H Preferred Shares shall be entitled to a dividend equal to 8% of the nominal value of the Class H Preferred Shares;

- the holder(s) of the Class I Preferred Shares shall be entitled to a dividend equal to 9% of the nominal value of the Class I Preferred Shares;

- the holder(s) of the Class J Preferred Shares shall be entitled to a dividend equal to 10% of the nominal value of the Class J Preferred Shares; and

- the holder(s) of the Ordinary Shares shall be entitled to a dividend equal to 11% of the nominal value of the Ordinary Shares.

In case of distribution, the balance shall be allocated pro rata to the holder(s) of the Shares pursuant to a decision taken by the general meeting of shareholders of the Company.

Art. 14. Dissolution. In case the Company is dissolved, the liquidation will be carried out by one or several liquidators who may be but do not need to be shareholders and who are appointed by the general meeting of shareholders who will specify their powers and remunerations.

Art. 15. Sole Shareholder. If, and as long as one shareholder holds all the shares of the Company, the Company shall exist as a single shareholder company, pursuant to article 179 (2) of the Law; in this case, articles 200-1 and 200-2, among others, of the same Law are applicable.

Art. 16. Applicable law. For anything not dealt with in the present Articles, the shareholders refer to the relevant legislation.

Art. 17. Definitions.

Available Amount	shall mean the total amount of net profits of the Company (including carried forward profits) increased by (i) any freely distributable reserves and/or share premium and (ii) as the case may be, by the amount of the capital reduction and legal reserve reduction relating to the Class of Preferred Shares to be cancelled but reduced by (i) any losses (included carried forward losses) expressed as a positive, (ii) any sums to be placed into reserve(s) pursuant to the requirements of Law or of the Articles, each time as set out in the relevant Interim Accounts (without for the avoidance of doubt, any double counting) (iii) any Ordinary Dividend and (iv) any Profit Entitlement so that: AA = (NP + P+ CR) - (L + LR + OD + PE) Whereby: AA = Available Amount. NP = net profits (including carried forward profits). P = any freely distributable share premium and reserves. CR = the amount of the capital reduction and legal reserve reduction relating to the Class of Preferred Shares to be cancelled. L = losses (including carried forward losses) expressed as a positive. LR = any sums to be placed into reserve(s) pursuant to the requirements of Law or of the Articles. OD= any dividends to which is entitled the holder(s) of the Ordinary Shares pursuant to the Articles. PE = Profit Entitlement. The Available Amount must be set out in the Interim Accounts of the respective Class Period and shall be assessed by the sole manager or as the case may be the board of managers of the Company in good faith and with the view to the Company's ability to continue as a going concem.
Available Liquidities	shall mean (i) all the cash held by the Company (except for cash on term deposits with a remaining matuIity exceeding six (6) months), (ii) any readily marketable money market instruments, bonds and notes and any receivable which in the opinion of the board of managers will be paid to the Company in the short term less any indebtedhess or other debt of the Company payable in less than six (6) months detennined on the basis of the Interim Accounts relating to the relevant Class Period (or New Period, as the case may be) and (iii) any assets such as shares, stock or securities of other kind held by the Company;
Cancellation Amount	shall mean an amount not exceeding the A vailable Amount relating to the relevant Class Period (or New Period, as the case may be) provided that such Cancellation Amount cannot be higher than the Available Liquidities relating to the relevant Class Period (or New Period);
Class Period	shall mean each of the Class A Period, the Class B Period, the Class C Period, the Class D Period, the Class E Period, the Class F Period, the Class G Period, the Class H Period, the Class 1 Period and the Class J Period;
Interim Accounts	shall mean the interim accounts of the Company as at the relevant Interim Account Date;
Interim Account Date	shall mean the date no earlier than thirty (30) days but not later than ten (10) days before the date of the repurchase and cancellation of the relevant class of Preferred Shares;
Law	shall mean the law of August 10, 1915 on commercial companies as amended from time to time;
Profit Entitlement	shall mean the dividend entitlement that the outstanding Classes of Preferred Shares not being redeemed are entitled to.

ARTICLES OF ASSOCIATION OF NHCC S.À R.L,

Art. 1. Denomination. A limited liability company (société à responsabilité limitée) with the name "NHCC S.à r.l." (the "Company") is hereby formed by the appearing parties and all persons who will become shareholders thereafter. The Company will be governed by these articles of association (the "Articles") and the relevant legislation.

Art. 2. Object. The object of the Company is the acquisition, holding, management and disposal of participations and any interests, in any form whatsoever, in Luxembourg and foreign companies, or other business entities, enterprises or investments, the acquisition by purchase, subscription, or in any other manner as well as the transfer by sale, exchange or otherwise of stock, bonds, debentures, notes, loans, loan participations, certificates of deposits and any other securities or financial instruments or assets of any kind, and the ownership, administration, development and management of its portfolio.

The Company may participate in the creation, development, management and control of any company or enterprise and may invest in any way and manage a portfolio of patents or any other intellectual property rights of any nature or origin whatsoever. The Company may also hold interests in partnerships and carry out its business through branches in Luxembourg or abroad.

The Company may borrow in any form and proceed by private placement to the issue of bonds, notes and debentures or any kind of debt or equity securities.

The Company may lend funds including without limitation resulting from any borrowings of the Company or from the issue of any equity or debt securities of any kind, to its subsidiaries, affiliated companies or any other company or entity it deems fit.

The Company may give guarantees and grant securities to any third party for its own obligations and undertakings as well as for the obligations of any companies or other enterprises in which the Company has an interest or which form part of the group of companies to which the Company belongs or any other company or entity it deems fit and generally for its own benefit or such entities' benefit. The Company may further pledge, transfer or encumber or otherwise create securities over some or all of its assets.

In a general fashion it may grant assistance in any way to companies or other enterprises in which the Company has an interest or which form part of the group of companies to which the Company belongs or any other company or entity it deems fit, take any controlling and supervisory measures and carry out any operation which it may deem useful in the accomplishment and development of its purposes.

Any of the above is to be understood in the broadest sense and any enumeration is not exhaustive or limiting in any way. The object of the Company includes any transaction or agreement which is entered into by the Company consistent with the foregoing.

Finally, the Company can perform all commercial, technical and financial or other operations, connected directly or indirectly in all areas in order to facilitate the accomplishment of its purposes.

Art. 3. Duration. The Company is established for an unlimited period.

Art. 4. Registered Office. The Company has its registered office in the City of Luxembourg, Grand Duchy of Luxembourg. It may be transferred to any other place in the Grand Duchy of Luxembourg by means of a resolution of an extraordinary general meeting of its shareholders deliberating in the manner provided for amendments to the Articles.

The address of the registered office may be transferred within the municipality by decision of the manager or as the case may be the board of managers. The Company may have offices and branches, both in Luxembourg and abroad.

In the event that the manager, or as the case may be the board of managers, should determine that extraordinary political, economic or social developments have occurred or are imminent that would interfere with the normal activities of the Company at its registered office, or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these abnormal circumstances; such temporary measures shall have no effect on the nationality of the Company which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg company. Such temporary measures will be taken and notified to any interested parties by the manager or as the case may be the board of managers.

Art. 5. Share capital.

5.1. The issued share capital of the Company is set at seven million eleven thousand one hundred and twenty-five Euro (EUR 7,011,125) represented by five hundred (500) ordinary shares (the "Ordinary Shares") and twenty-seven thousand nine hundred and ninety-four (27,994) class A preferred shares (the "Class A Preferred Shares"), twenty-seven thousand nine hundred and ninety-four (27,994) class B preferred shares (the "Class B Preferred Shares"), twenty-seven thousand nine hundred and ninety-four (27,994) class C preferred shares (the "Class C Preferred Shares"), twenty-seven thousand nine hundred and ninety-four (27,994) class D preferred shares (the "Class D Preferred Shares"), twenty-seven thousand nine hundred and ninety-four (27,994) class E preferred shares (the "Class E Preferred Shares"), twenty-seven thousand nine hundred and ninety-five (27,995) class F preferred shares (the "Class F Preferred Shares"), twenty-seven thousand nine hundred and ninety-five (27,995) class G preferred shares-(the "Class G Preferred Shares"), twenty-seven thousand nine hundred and ninety-five (27,995) class H preferred shares (the "Class H Preferred Shares"), twenty-seven thousand nine hundred and ninety-five (27,995) class I preferred shares (the "Class I Preferred Shares") and twenty-seven thousand nine hundred and ninety-five (27,995) class J preferred shares (the "Class J Preferred Shares" together with the Class A Preferred Shares, the Class B Preferred Shares, the Class C Preferred Shares, the Class D Preferred Shares, the Class E Preferred Shares, the Class F Preferred Shares, the Class G Preferred Shares, the Class H Preferred Shares and the Class I Preferred Shares, the "Preferred Shares"), representing a total of two hundred and eighty thousand four hundred and forty-five (280,445) shares (parts sociales) with a nominal value of twenty-five Euro (EUR 25.-) each and with such rights and obligations as set out in the present Articles. The Ordinary Shares and the Preferred Shares are hereafter together referred to as a "Share" or the "Shares".

5.2 The share capital of the Company may be increased or reduced by a resolution of the shareholders adopted in the manner required for amendment of these Articles.

5.3 The share capital of the Company may be reduced through the cancellation of Preferred Shares including by the cancellation of one or more entire Classes of Preferred Shares through the repurchase and cancellation of all the Preferred Shares in issue in such Class(es). A reduction of share capital through the repurchase of a Class of Preferred Shares may only be made within the respective Class Periods:

The period for the Class A Preferred Shares is the period starting on the date of the notarial deed of 30 November 2015 and ending no later than on 31 December 2016 (the "Class A Period").

The period for the Class B Preferred Shares is the period starting on the day after the Class A Period and ending no later than 31 December 2017 (the "Class B Period").

The period for the Class C Preferred Shares is the period starting on the day after the Class B Period and ending no later than on 31 December 2018 (the "Class C Period").

The period for the Class D Preferred Shares is the period starting on the day after the Class C Period and ending no later than on 31 December 2019 (the "Class D Period").

The period for the Class E Preferred Shares is the period starting on the day after the Class D Period and ending no later than 31 December 2020 (the "Class E Period").

The period for the Class F Preferred Shares is the period starting on the day after the Class E Period and ending no later than 31 December 2021 (the "Class F Period").

The period for the Class G Preferred Shares is the period starting on the day after the Class F Period and ending no later than 31 December 2022 (the "Class G Period").

The period for the Class H Preferred Shares is the period starting on the day after the Class G Period and ending no later than on 31 December 2023 (the "Class H Period").

The period for the Class I Preferred Shares is the period starting on the day after the Class H Period and ending no later than on 31 December 2024 (the "Class I Period").

The period for the Class J Preferred Shares is the period starting on the day after the Class I Period and ending no later than on 31 December 2025 (the "Class J Period").

Where a class of Preferred Shares has not been repurchased and cancelled within the relevant Class Period, the redemption and cancellation of such class(es) of Preferred Shares can be made during a new period (the "New Period") which shall start on the date after the last Class Period (or as the case may be, the date after the end of the immediately preceding New Period of another class) and end no later than one year after the start date of such New Period. The first New Period shall start on the day after the Class J Period and the class of Preferred Shares not repurchased and not cancelled in their respective Class Period shall come in the order from class A to class J (to the extent not previously repurchased and cancelled). For the avoidance of doubt, in the event that a repurchase and cancellation of a class of Preferred Shares shall take place prior to the last day of its respective Class Period (or as the case may be, New Period), the following Class Period (or as the case may be, New Period) shall start on the day after the repurchase and cancellation of such class of Preferred Shares and shall continue to end on the day such as initially defined in the Articles above.

Upon the repurchase and cancellation of the entire relevant Class(es), the Cancellation Amount will become due and payable by the Company to the Shareholder(s) pro-rata to their holding in such Class(es). For the avoidance of doubt the Company may discharge its payment obligation in cash, in kind or by way of set-off.

The Cancellation Amount mentioned in the paragraph above to be retained shall be determined by the sole manager or as the case may be by the board of managers in his/her/its reasonable discretion and within the best corporate interest of the Company. For the avoidance of doubt, the sole manager or as the case may be the board of managers can choose at his/her/its sole discretion to include or exclude in its determination of the Cancellation Amount the freely distributable reserves either in part or in totality.

The Company may proceed to the repurchase of its own Shares within the limit laid down by law.

5.4 Any available share premium shall be freely distributable (subject to the provisions of the Articles).

Art. 6. Transfer of Shares. Shares are freely transferable among shareholders. Except if otherwise provided by law, the Share transfer to non-shareholders is subject to the consent of shareholders representing at least seventy-five per cent of the Company's capital.

Art. 7. Management of the Company. The Company is managed by one or several managers who need not be shareholders.

The sole manager or as the case may be the board of managers is vested with the broadest powers to manage the business of the Company and to authorise and/or perform all acts of disposal and administration falling within the purposes of the Company. All powers not expressly reserved by the law or by the Articles to the general meeting shall be within the competence of the sole manager or as the case may be the board of managers. Vis-à-vis third parties the sole manager or as the case may be the board of managers has the most extensive powers to act on behalf of the Company in all circumstances and to do, authorise and approve all acts and operations relative to the Company not reserved by law or the Articles to the general meeting or as may be provided herein.

The managers are appointed and removed from office by a simple majority decision of the general meeting of shareholders, which determines their powers and the term of their mandates. If no term is indicated the managers are appointed

for an undetermined period. The managers may be re-elected but also their appointment may be revoked with or without cause (ad nutum) at any time.

In the case of more than one manager, the managers constitute a board of managers. Any manager may participate in any meeting of the board of managers by conference call or by other similar means of communication allowing all the persons taking part in the meeting to hear one another and to communicate with one another. A meeting may also at any time be held by conference call or similar means only. The participation in, or the holding of, a meeting by these means is equivalent to a participation in person at such meeting or the holding of a meeting in person. Managers may be represented at meetings of the board by another manager without limitation as to the number of proxies which a manager may accept and vote.

Written notice of any meeting of the board of managers must be given to the managers twenty-four hours (24) at least in advance of the date scheduled for the meeting, except in case of emergency, in which case the nature and the motives of the emergency shall be mentioned in the notice. This notice may be omitted in case of assent of each manager in writing, by cable, telegram, telex, email or facsimile, or any other similar means of communication. A special convening notice will not be required for a board meeting to be held at a time and location determined in a prior resolution adopted by the board of managers.

The general meeting of shareholders may decide to appoint managers of two different classes, being class A managers and class B managers. Any such classification of managers shall be duly recorded in the minutes of the relevant meeting and the managers be identified with respect to the class they belong.

Decisions of the board of managers are validly taken by the approval of the majority of the managers of the Company. In the event however the general meeting of shareholders has appointed different classes of managers (namely class A managers and class B managers) any resolutions of the board of managers may only be validly taken if approved by the majority of managers including at least one class A and one class B manager (including by way of representation).

The board of managers may also, unanimously, pass resolutions on one or several similar documents by circular means when expressing its approval in writing, by cable or facsimile or any other similar means of communication. The entirety will form the circular documents duly executed giving evidence of the resolution. Managers' resolutions, including circular resolutions, may be conclusively certified or an extract thereof may be issued under the individual signature of any manager.

The Company will be bound by the sole signature in the case of a sole manager, and in the case of a board of managers by the sole signature of anyone of the managers, provided however that in the event the general meeting of shareholders has appointed different classes of managers (namely class A managers and class B managers) the Company will only be validly bound by the joint signature of one class A manager and one class B manager. In any event the Company will be validly bound by the sole signature of any person or persons to whom such signatory powers shall have been delegated by the sole manager (if there is only one) or as the case may be the board of managers or anyone of the managers or, in the event of classes of managers, by one class A and one class B manager acting together.

Art. 8. Liability of the Managers. The manager(s) are not held personally liable for the indebtedness of the Company. As agents of the Company, they are responsible for the performance of their duties.

Subject to the exceptions and limitations listed below, every person who is, or has been, a manager or officer of the Company shall be indemnified by the Company to the fullest extent permitted by law against liability and against all expenses reasonably incurred or paid by him in connection with any claim, action, suit or proceeding which he becomes involved as a party or otherwise by virtue of his being or having been such manager or officer and against amounts paid or incurred by him in the settlement thereof. The words “claim”, “action”, “suit” or “proceeding” shall apply to all claims, actions, suits or proceedings (civil, criminal or otherwise including appeals) actual or threatened and the words “liability” and “expenses” shall include without limitation attorneys' fees, costs, judgements, amounts paid in settlement and other liabilities.

No indemnification shall be provided to any manager or officer:

(i) Against any liability to the Company or its shareholders by reason of wilful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office;

(ii) With respect to any matter as to which he shall have been finally adjudicated to have acted in bad faith and not in the interest of the Company; or

(iii) In the event of a settlement, unless the settlement has been approved by a court of competent jurisdiction or by the board of managers.

The right of indemnification herein provided shall be severable, shall not affect any other rights to which any manager or officer may now or hereafter be entitled, shall continue as to a person who has ceased to be such manager or officer and shall inure to the benefit of the heirs, executors and administrators of such a person. Nothing contained herein shall affect any rights to indemnification to which corporate personnel, including directors and officers, may be entitled by contract or otherwise under law.

Expenses in connection with the preparation and representation of a defence of any claim, action, suit or proceeding of the character described in this Article shall be advanced by the Company prior to final disposition thereof upon receipt of any undertaking by or on behalf of the officer or director, to repay such amount if it is ultimately determined that he is not entitled to indemnification under this Article.

Art. 9. Shareholder voting rights. Each shareholder may take part in collective decisions. He has a number of votes equal to the number of Shares he owns and may validly act at any meeting of shareholders through a special proxy.

Art. 10. Shareholder Meetings. Decisions by shareholders are passed in such form and at such majority(ies) as prescribed by Luxembourg Company law in writing (to the extent permitted by law) or at meetings. Any regularly constituted meeting of shareholders of the Company or any valid written resolution (as the case may be) shall represent the entire body of shareholders of the Company.

Meetings shall be called by convening notice addressed by registered mail to shareholders to their address appearing in the register of shareholders held by the Company at least eight (8) days prior to the date of the meeting. If the entire share capital of the Company is represented at a meeting the meeting may be held without prior notice.

In the case of written resolutions, the text of such resolutions shall be sent to the shareholders at their addresses inscribed in the register of shareholders held by the Company at least eight (8) days before the proposed effective date of the resolutions. The resolutions shall become effective upon the approval of the majority as provided for by law for collective decisions (or subject to the satisfaction of the majority requirements, on the date set out therein). Unanimous written resolution may be passed at any time without prior notice.

Except as otherwise provided for by law, (i) decisions of the general meeting shall be validly adopted if approved by shareholders representing more than half of the corporate capital. If such majority is not reached at the first meeting or first written resolution, the shareholders shall be convened or consulted a second time, by registered letter, and decisions shall be adopted by a majority of the votes cast, regardless of the portion of capital represented, (ii) However, decisions concerning the amendment of the Articles are taken by (x) a majority of the shareholders (y) representing at least three quarters of the issued share capital and (iii) decisions to change of nationality of the Company are to be taken by shareholders representing one hundred per cent (100%) of the issued share capital.

Art. 11. Accounting Year. The accounting year begins on 1 st January of each year and ends on 31 st December of the same year save for the first accounting year which shall commence on the day of incorporation and ends on 31 December 2016.

Art. 12. Financial Statements. Every year as of the accounting year's end, the annual accounts are drawn up by the manager or, as the case may be, the board of managers.

The financial statements are at the disposal of the shareholders at the registered office of the Company.

Art. 13. Distributions.

13.1. Out of the net profit five percent (5%) shall be placed into a legal reserve account. This deduction ceases to be compulsory when such reserve amounts to ten percent (10%) of the issued share capital of the Company.

13.2. The balance may be distributed to the shareholders upon decision of a general meeting of shareholders.

13.3. The share premium account may be distributed to the shareholders upon decision of a general meeting of shareholders. The general meeting of shareholders may decide to allocate any amount out of the share premium account to the legal reserve account.

13.4. The shareholders may decide to pay interim dividends on the basis of statements of accounts prepared by the manager, or as the case may be the board of managers, showing that sufficient funds are available for distribution, it being understood that the amount to be distributed may not exceed profits realised since the end of the last accounting year increased by profits carried forward and distributable reserves and premium but decreased by losses carried forward and sums to be allocated to a reserve to be established by law.

13.5 In the event of a dividend declaration, such dividend shall be allocated and paid in the following order:

- the holder(s) of the Class A Preferred Shares shall be entitled to a dividend equal to 1% of the nominal value of the Class A Preferred Shares;

- the holder(s) of the Class B Preferred Shares shall be entitled to a dividend equal to 2% of the nominal value of the Class B Preferred Shares;

- the holder(s) of the Class C Preferred Shares shall be entitled to a dividend equal to 3% of the nominal value of the Class C Preferred Shares;

- the holder(s) of the Class D Preferred Shares shall be entitled to a dividend equal to 4% of the nominal value of the Class D Preferred Shares;

- the holder(s) of the Class E Preferred Shares shall be entitled to a dividend equal to 5% of the nominal value of the Class E Preferred Shares;

- the holder(s) of the Class F Preferred Shares shall be entitled to a dividend equal to 6% of the nominal value of the Class F Preferred Shares;

- the holder(s) of the Class G Preferred Shares shall be entitled to a dividend equal to 7% of the nominal value of the Class G Preferred Shares;

- the holder(s) of the Class H Preferred Shares shall be entitled to a dividend equal to 8% of the nominal value of the Class H Preferred Shares;

- the holder(s) of the Class I Preferred Shares shall be entitled to a dividend equal to 9% of the nominal value of the Class I Preferred Shares;

- the holder(s) of the Class J Preferred Shares shall be entitled to a dividend equal to 10% of the nominal value of the Class J Preferred Shares; and

- the holder(s) of the Ordinary Shares shall be entitled to a dividend equal to 11% of the nominal value of the Ordinary Shares.

In case of distribution, the balance shall be allocated pro rata to the holder(s) of the Shares pursuant to a decision taken by the general meeting of shareholders of the Company.

Art. 14. Dissolution. In case the Company is dissolved, the liquidation will be carried out by one or several liquidators who may be but do not need to be shareholders and who are appointed by the general meeting of shareholders who will specify their powers and remunerations.

Art. 15. Sole Shareholder. If, and as long as one shareholder holds all the shares of the Company, the Company shall exist as a single shareholder company, pursuant to article 179 (2) of the Law; in this case, articles 200-1 and 200-2, among others, of the same Law are applicable.

Art. 16. Applicable law. For anything not dealt with in the present Articles, the shareholders refer to the relevant legislation.

Art. 17. Definitions.

Available Amount	shall mean the total amount of net profits of the Company (including carried forward profits) increased by (i) any freely distributable reserves and/or share premium and (ii) as the case may be, by the amount of the capital reduction and legal reserve reduction relating to the Class of Preferred Shares to be cancelled but reduced by (i) any losses (included carried forward losses) expressed as a positive, (ii) any sums to be placed into reserve(s) pursuant to the requirements of Law or of the Articles, each time as set out in the relevant Interim Accounts (without for the avoidance of doubt, any double counting) (iii) any Ordinary Dividend and (iv) any Profit Entitlement so that: AA = (NP + P+ CR) - (L + LR + OD + PE) Whereby: AA = Available Amount. NP = net profits (including carried forward profits). P = any freely distributable share premium and reserves. CR = the amount of the capital reduction and legal reserve reduction relating to the Class of Preferred Shares to be cancelled. L = losses (including carried forward losses) expressed as a positive. LR = any sums to be placed into reserve(s) pursuant to the requirements of Law or of the Articles. OD = any dividends to which is entitled the holder(s) of the Ordinary Shares pursuant to the Articles. PE = Profit Entitlement. The Available Amount must be set out in the Interim Accounts of the respective Class Period and shall be assessed by the sole manager or as the case may be the board of managers of the Company in good faith and with the view to the Company's ability to continue as a going concern.
Available Liquidities	shall mean (i) all the cash held by the Company (except for cash on term deposits with a remaining maturity exceeding six (6) months), (ii) any readily marketable money market instruments, bonds and notes and any receivable which in the opinion of the board of managers will be paid to the Company in the short term less any indebtedness or other debt of the Company payable in less than six (6) months determined on the basis of the Interim Accounts relating to the relevant Class Period (or New Period, as the case may be) and (iii) any assets such as shares, stock or securities of other kind held by the Company;
Cancellation Amount	shall mean an amount not exceeding the Available Amount relating to the relevant Class Period (or New Period, as the case may be) provided that such Cancellation Amount cannot be higher than the Available Liquidities relating to the relevant Class Period (or New Period);
Class Period	shall mean each of the Class A Period, the Class B Period, the Class C Period, the Class D Period, the Class E Period, the Class F Period, the Class G Period, the Class H Period, the Class I Period and the Class J Period;
Interim Accounts	shall mean the interim accounts of the Company as at the relevant Interim Account Date;

Interim Account Date	shall mean the date no earlier than thirty (30) days but not later than ten (10) days before the date of the repurchase and cancellation of the relevant class of Preferred Shares;
Law	shall mean the law of August 10, 1915 on commercial companies as amended from time to time;
Profit Entitlement	shall mean the dividend entitlement that the outstanding Classes of Preferred Shares not being redeemed are entitled

ARTICLES OF ASSOCIATION OF NHCD S.À R.L.

Art. 1. Denomination. A limited liability company (société à responsabilité limitée) with the name "NHCD S.à r.l." (the "Company") is hereby formed by the appearing parties and all persons who will become shareholders thereafter. The Company will be governed by these articles of association (the "Articles") and the relevant legislation.

Art. 2. Object. The object of the Company is the acquisition, holding, management and disposal of participations and any interests, in any form whatsoever, in Luxembourg and foreign companies, or other business entities, enterprises or investments, the acquisition by purchase, subscription, or in any other manner as well as the transfer by sale, exchange or otherwise of stock, bonds, debentures, notes, loans, loan participations, certificates of deposits and any other securities or financial instruments or assets of any kind, and the ownership, administration, development and management of its portfolio.

The Company may participate in the creation, development, management and control of any company or enterprise and may invest in any way and manage a portfolio of patents or any other intellectual property rights of any nature or origin whatsoever. The Company may also hold interests in partnerships and carry out its business through branches in Luxembourg or abroad.

The Company may borrow in any form and proceed by private placement to the issue of bonds, notes and debentures or any kind of debt or equity securities.

The Company may lend funds including without limitation resulting from any borrowings of the Company or from the issue of any equity or debt securities of any kind, to its subsidiaries, affiliated companies or any other company or entity it deems fit.

The Company may give guarantees and grant securities to any third party for its own obligations and undertakings as well as for the obligations of any companies or other enterprises in which the Company has an interest or which form part of the group of companies to which the Company belongs or any other company or entity it deems fit and generally for its own benefit or such entities' benefit. The Company may further pledge, transfer or encumber or otherwise create securities over some or all of its assets.

In a general fashion it may grant assistance in any way to companies or other enterprises in which the Company has an interest or which form part of the group of companies to which the Company belongs or any other company or entity it deems fit, take any controlling and supervisory measures and carry out any operation which it may deem useful in the accomplishment and development of its purposes.

Any of the above is to be understood in the broadest sense and any enumeration is not exhaustive or limiting in any way. The object of the Company includes any transaction or agreement which is entered into by the Company consistent with the foregoing.

Finally, the Company can perform all commercial, technical and financial or other operations, connected directly or indirectly in all areas in order to facilitate the accomplishment of its purposes.

Art. 3. Duration. The Company is established for an unlimited period.

Art. 4. Registered Office. The Company has its registered office in the City of Luxembourg, Grand Duchy of Luxembourg. It may be transferred to any other place in the Grand Duchy of Luxembourg by means of a resolution of an extraordinary general meeting of its shareholders deliberating in the manner provided for amendments to the Articles.

The address of the registered office may be transferred within the municipality by decision of the manager or as the case may be the board of managers. The Company may have offices and branches, both in Luxembourg and abroad.

In the event that the manager, or as the case may be the board of managers, should determine that extraordinary political, economic or social developments have occurred or are imminent that would interfere with the normal activities of the Company at its registered office, or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these abnormal circumstances; such temporary measures shall have no effect on the nationality of the Company which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg company. Such temporary measures will be taken and notified to any interested parties by the manager or as the case may be the board of managers.

Art. 5. Share capital.

5.1. The issued share capital of the Company is set at one million Euro (EUR 1,000,000 represented by five hundred (500) ordinary shares (the "Ordinary Shares") and three thousand nine hundred and forty-nine (3,949) class A preferred shares (the "Class A Preferred Shares"), three thousand nine hundred and forty-nine (3,949) class B preferred shares (the "Class B Preferred Shares"), three thousand nine hundred and forty-nine (3,949) class C preferred shares (the "Class C Preferred Shares"), three thousand nine hundred and fifty (3,950) class D preferred shares (the "Class D Preferred Shares"),

three thousand nine hundred and fifty (3,950) class E preferred shares (the "Class E Preferred Shares"), three thousand nine hundred and fifty-one (3,951) class F preferred shares (the "Class F Preferred Shares"), three thousand nine hundred and fifty-one (3,951) class G preferred shares (the "Class G Preferred Shares"), three thousand nine hundred and fifty-one (3,951) class H preferred shares (the "Class H Preferred Shares"), three thousand nine hundred fifty (3,950) class I preferred shares (the "Class I Preferred Shares") and three thousand nine hundred fifty (3,950) class J preferred shares (the "Class J Preferred Shares" together with the Class A Preferred Shares, the Class B Preferred Shares, the Class C Preferred Shares, the Class D Preferred Shares, the Class E Preferred Shares, the Class F Preferred Shares, the Class G Preferred Shares, the Class H Preferred Shares and the Class I Preferred Shares, the "Preferred Shares"), representing a total of forty thousand (40,000) shares (parts sociales) with a nominal value of twenty-five Euro (EUR 25.-) each and with such rights and obligations as set out in the present Articles.

The Ordinary Shares and the Preferred Shares are hereafter together referred to as a "Share" or the "Shares".

5.2 The share capital of the Company may be increased or reduced by a resolution of the shareholders adopted in the manner required for amendment of these Articles.

5.3 The share capital of the Company may be reduced through the cancellation of Preferred Shares including by the cancellation of one or more entire Classes of Preferred Shares through the repurchase and cancellation of all the Preferred Shares in issue in such Class(es). A reduction of share capital through the repurchase of a Class of Preferred Shares may only be made within the respective Class Periods:

The period for the Class A Preferred Shares is the period starting on the date of the notarial deed of 30 November 2015 and ending no later than on 31 December 2016 (the "Class A Period").

The period for the Class B Preferred Shares is the period starting on the day after the Class A Period and ending no later than 31 December 2017 (the "Class B Period").

The period for the Class C Preferred Shares is the period starting on the day after the Class B Period and ending no later than on 31 December 2018 (the "Class C Period").

The period for the Class D Preferred Shares is the period starting on the day after the Class C Period and ending no later than on 31 December 2019 (the "Class D Period").

The period for the Class E Preferred Shares is the period starting on the day after the Class D Period and ending no later than 31 December 2020 (the "Class E Period").

The period for the Class F Preferred Shares is the period starting on the day after the Class E Period and ending no later than 31 December 2021 (the "Class F Period").

The period for the Class G Preferred Shares is the period starting on the day after the Class F Period and ending no later than 31 December 2022 (the "Class G Period").

The period for the Class H Preferred Shares is the period starting on the day after the Class G Period and ending no later than on 31 December 2023 (the "Class H Period").

The period for the Class I Preferred Shares is the period starting on the day after the Class H Period and ending no later than on 31 December 2024 (the "Class I Period").

The period for the Class J Preferred Shares is the period starting on the day after the Class I Period and ending no later than on 31 December 2025 (the "Class J Period").

Where a class of Preferred Shares has not been repurchased and cancelled within the relevant Class Period, the redemption and cancellation of such class(es) of Preferred Shares can be made during a new period (the "New Period") which shall start on the date after the last Class Period (or as the case may be, the date after the end of the immediately preceding New Period of another class) and end no later than one year after the start date of such New Period. The first New Period shall start on the day after the Class J Period and the class of Preferred Shares not repurchased and not cancelled in their respective Class Period shall come in the order from class A to class J (to the extent not previously repurchased and cancelled).

For the avoidance of doubt, in the event that a repurchase and cancellation of a class of Preferred Shares shall take place prior to the last day of its respective Class Period (or as the case may be, New Period), the following Class Period (or as the case may be, New Period) shall start on the day after the repurchase and cancellation of such class of Preferred Shares and shall continue to end on the day such as initially defined in the Articles above.

Upon the repurchase and cancellation of the entire relevant Class(es), the Cancellation Amount will become due and payable by the Company to the Shareholder(s) pro-rata to their holding in such Class(es). For the avoidance of doubt the Company may discharge its payment obligation in cash, in kind or by way of set-off.

The Cancellation Amount mentioned in the paragraph above to be retained shall be determined by the sole manager or as the case may be by the board of managers in his/her/its reasonable discretion and within the best corporate interest of the Company. For the avoidance of doubt, the sole manager or as the case may be the board of managers can choose at his/her/its sole discretion to include or exclude in its determination of the Cancellation Amount the freely distributable reserves either in part or in totality.

The Company may proceed to the repurchase of its own Shares within the limit laid down by law.

5.4 Any available share premium shall be freely distributable (subject to the provisions of the Articles).

Art. 6. Transfer of Shares. Shares are freely transferable among shareholders. Except if otherwise provided by law, the Share transfer to non-shareholders is subject to the consent of shareholders representing at least seventy-five per cent of the Company's capital.

Art. 7. Management of the Company. The Company is managed by one or several managers who need not be shareholders.

The sole manager or as the case may be the board of managers is vested with the broadest powers to manage the business of the Company and to authorise and/or perform all acts of disposal and administration falling within the purposes of the Company. All powers not expressly reserved by the law or by the Articles to the general meeting shall be within the competence of the sole manager or as the case may be the board of managers. Vis-à-vis third parties the sole manager or as the case may be the board of managers has the most extensive powers to act on behalf of the Company in all circumstances and to do, authorise and approve all acts and operations relative to the Company not reserved by law or the Articles to the general meeting or as may be provided herein.

The managers are appointed and removed from office by a simple majority decision of the general meeting of shareholders, which determines their powers and the term of their mandates. If no term is indicated the managers are appointed for an undetermined period. The managers may be re-elected but also their appointment may be revoked with or without cause (ad nutum) at any time.

In the case of more than one manager, the managers constitute a board of managers. Any manager may participate in any meeting of the board of managers by conference call or by other similar means of communication allowing all the persons taking part in the meeting to hear one another and to communicate with one another. A meeting may also at any time be held by conference call or similar means only. The participation in, or the holding of, a meeting by these means is equivalent to a participation in person at such meeting or the holding of a meeting in person. Managers may be represented at meetings of the board by another manager without limitation as to the number of proxies which a manager may accept and vote.

Written notice of any meeting of the board of managers must be given to the managers twenty-four hours (24) at least in advance of the date scheduled for the meeting, except in case of emergency, in which case the nature and the motives of the emergency shall be mentioned in the notice. This notice may be omitted in case of assent of each manager in writing, by cable, telegram, telex, email or facsimile, or any other similar means of communication. A special convening notice will not be required for a board meeting to be held at a time and location determined in a prior resolution adopted by the board of managers.

The general meeting of shareholders may decide to appoint managers of two different classes, being class A managers and class B managers. Any such classification of managers shall be duly recorded in the minutes of the relevant meeting and the managers be identified with respect to the class they belong.

Decisions of the board of managers are validly taken by the approval of the majority of the managers of the Company. In the event however the general meeting of shareholders has appointed different classes of managers (namely class A managers and class B managers) any resolutions of the board of managers may only be validly taken if approved by the majority of managers including at least one class A and one class B manager (including by way of representation).

The board of managers may also, unanimously, pass resolutions on one or several similar documents by circular means when expressing its approval in writing, by cable or facsimile or any other similar means of communication. The entirety will form the circular documents duly executed giving evidence of the resolution. Managers' resolutions, including circular resolutions, may be conclusively certified or an extract thereof may be issued under the individual signature of any manager.

The Company will be bound by the sole signature in the case of a sole manager, and in the case of a board of managers by the sole signature of anyone of the managers, provided however that in the event the general meeting of shareholders has appointed different classes of managers (namely class A managers and class B managers) the Company will only be validly bound by the joint signature of one class A manager and one class B manager. In any event the Company will be validly bound by the sole signature of any person or persons to whom such signatory powers shall have been delegated by the sole manager (if there is only one) or as the case may be the board of managers or anyone of the managers or, in the event of classes of managers, by one class A and one class B manager acting together.

Art. 8. Liability of the Managers. The manager(s) are not held personally liable for the indebtedness of the Company. As agents of the Company, they are responsible for the performance of their duties.

Subject to the exceptions and limitations listed below, every person who is, or has been, a manager or officer of the Company shall be indemnified by the Company to the fullest extent permitted by law against liability and against all expenses reasonably incurred or paid by him in connection with any claim, action, suit or proceeding which he becomes involved as a party or otherwise by virtue of his being or having been such manager or officer and against amounts paid or incurred by him in the settlement thereof. The words “claim”, “action”, “suit” or “proceeding” shall apply to all claims, actions, suits or proceedings (civil, criminal or otherwise including appeals) actual or threatened and the words “liability” and “expenses” shall include without limitation attorneys' fees, costs, judgements, amounts paid in settlement and other liabilities.

No indemnification shall be provided to any manager or officer:

(i) Against any liability to the Company or its shareholders by reason of wilful misfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of his office;

(ii) With respect to any matter as to which he shall have been finally adjudicated to have acted in bad faith and not in the interest of the Company; or

(iii) In the event of a settlement, unless the settlement has been approved by a court of competent jurisdiction or by the board of managers.

The right of indemnification herein provided shall be severable, shall not affect any other rights to which any manager or officer may now or hereafter be entitled, shall continue as to a person who has ceased to be such manager or officer and shall inure to the benefit of the heirs, executors and administrators of such a person. Nothing contained herein shall affect any rights to indemnification to which corporate personnel, including directors and officers, may be entitled by contract or otherwise under law.

Expenses in connection with the preparation and representation of a defence of any claim, action, suit or proceeding of the character described in this Article shall be advanced by the Company prior to final disposition thereof upon receipt of any undertaking by or on behalf of the officer or director, to repay such amount if it is ultimately determined that he is not entitled to indemnification under this Article.

Art. 9. Shareholder voting rights. Each shareholder may take part in collective decisions. He has a number of votes equal to the number of Shares he owns and may validly act at any meeting of shareholders through a special proxy.

Art. 10. Shareholder Meetings. Decisions by shareholders are passed in such form and at such majority(ies) as prescribed by Luxembourg Company law in writing (to the extent permitted by law) or at meetings. Any regularly constituted meeting of shareholders of the Company or any valid written resolution (as the case may be) shall represent the entire body of shareholders of the Company.

Meetings shall be called by convening notice addressed by registered mail to shareholders to their address appearing in the register of shareholders held by the Company at least eight (8) days prior to the date of the meeting. If the entire share capital of the Company is represented at a meeting the meeting may be held without prior notice.

In the case of written resolutions, the text of such resolutions shall be sent to the shareholders at their addresses inscribed in the register of shareholders held by the Company at least eight (8) days before the proposed effective date of the resolutions. The resolutions shall become effective upon the approval of the majority as provided for by law for collective decisions (or subject to the satisfaction of the majority requirements, on the date set out therein). Unanimous written resolution may be passed at any time without prior notice.

Except as otherwise provided for by law, (i) decisions of the general meeting shall be validly adopted if approved by shareholders representing more than half of the corporate capital. If such majority is not reached at the first meeting or first written resolution, the shareholders shall be convened or consulted a second time, by registered letter, and decisions shall be adopted by a majority of the votes cast, regardless of the portion of capital represented, (ii) However, decisions concerning the amendment of the Articles are taken by (x) a majority of the shareholders (y) representing at least three quarters of the issued share capital and (iii) decisions to change of nationality of the Company are to be taken by shareholders representing one hundred per cent (100%) of the issued share capital.

Art. 11. Accounting Year. The accounting year begins on 1 st January of each year and ends on 31 st December of the same year save for the first accounting year which shall commence on the day of incorporation and ends on 31 December 2016.

Art. 12. Financial Statements. Every year as of the accounting year's end, the annual accounts are drawn up by the manager or, as the case may be, the board of managers.

The financial statements are at the disposal of the shareholders at the registered office of the Company.

Art. 13. Distributions.

13.1. Out of the net profit five percent (5%) shall be placed into a legal reserve account. This deduction ceases to be compulsory when such reserve amounts to ten percent (10%) of the issued share capital of the Company.

13.2. The balance may be distributed to the shareholders upon decision of a general meeting of shareholders.

13.3. The share premium account may be distributed to the shareholders upon decision of a general meeting of shareholders. The general meeting of shareholders may decide to allocate any amount out of the share premium account to the legal reserve account.

13.4. The shareholders may decide to pay interim dividends on the basis of statements of accounts prepared by the manager, or as the case may be the board of managers, showing that sufficient funds are available for distribution, it being understood that the amount to be distributed may not exceed profits realised since the end of the last accounting year increased by profits carried forward and distributable reserves and premium but decreased by losses carried forward and sums to be allocated to a reserve to be established by law.

13.5. In the event of a dividend declaration, such dividend shall be allocated and paid in the following order:

- the holder(s) of the Class A Preferred Shares shall be entitled to a dividend equal to 1% of the nominal value of the Class A Preferred Shares;

- the holder(s) of the Class B Preferred Shares shall be entitled to a dividend equal to 2% of the nominal value of the Class B Preferred Shares;

- the holder(s) of the Class C Preferred Shares shall be entitled to a dividend equal to 3% of the nominal value of the Class C Preferred Shares;

- the holder(s) of the Class D Preferred Shares shall be entitled to a dividend equal to 4% of the nominal value of the Class D Preferred Shares;

- the holder(s) of the Class E Preferred Shares shall be entitled to a dividend equal to 5% of the nominal value of the Class E Preferred Shares;

- the holder(s) of the Class F Preferred Shares shall be entitled to a dividend equal to 6% of the nominal value of the Class F Preferred Shares;

- the holder(s) of the Class G Preferred Shares shall be entitled to a dividend equal to 7% of the nominal value of the Class G Preferred Shares;

- the holder(s) of the Class H Preferred Shares shall be entitled to a dividend equal to 8% of the nominal value of the Class H Preferred Shares;

- the holder(s) of the Class I Preferred Shares shall be entitled to a dividend equal to 9% of the nominal value of the Class I Preferred Shares;

- the holder(s) of the Class J Preferred Shares shall be entitled to a dividend equal to 10% of the nominal value of the Class J Preferred Shares; and

- the holder(s) of the Ordinary Shares shall be entitled to a dividend equal to 11% of the nominal value of the Ordinary Shares.

In case of distribution, the balance shall be allocated pro rata to the holder(s) of the Shares pursuant to a decision taken by the general meeting of shareholders of the Company.

Art. 14. Dissolution. In case the Company is dissolved, the liquidation will be carried out by one or several liquidators who may be but do not need to be shareholders and who are appointed by the general meeting of shareholders who will specify their powers and remunerations.

Art. 15. Applicable law. For anything not dealt with in the present Articles, the shareholders refer to the relevant legislation.

Art. 16. Definitions.

Available Amount	shall mean the total amount of net profits of the Company (including carried forward profits) increased by (i) any freely distributable reserves and/or share premium and (ii) as the case may be, by the amount of the capital reduction and legal reserve reduction relating to the Class of Preferred Shares to be cancelled but reduced by (i) any losses (included carried forward losses) expressed as a positive, (ii) any sums to be placed into reserve(s) pursuant to the requirements of Law or of the Articles, each time as set out in the relevant Interim Accounts (without for the avoidance of doubt, any double counting) (iii) any Ordinary Dividend and (iv) any Profit Entitlement so that: AA = (NP + P+ CR) - (L + LR + OD + PE) Whereby: AA = Available Amount. NP = net profits (including carried forward profits). P = any freely distributable share premium and reserves. CR = the amount of the capital reduction and legal reserve reduction relating to the Class of Preferred Shares to be cancelled. L = losses (including carried forward losses) expressed as a positive. LR = any sums to be placed into reserve(s) pursuant to the requirements of Law or of the Articles. OD = any dividends to which is entitled the holder(s) of the Ordinary Shares pursuant to the Articles. PE = Profit Entitlement. The Available Amount must be set out in the Interim Accounts of the respective Class Period and shall be assessed by the sole manager or as the case may be the board of managers of the Company in good faith and with the view to the Company's ability to continue as a going concern
Available Liquidities	shall mean (i) all the cash held by the Company (except for cash on term deposits with a remaining maturity exceeding six (6) months), (ii) any readily marketable money market instruments, bonds and notes and any receivable which in the opinion of the board of managers will be paid to the Company in the short term less any indebtedness or other debt of the Company payable in less than six (6) months determined on the basis of the

	Interim Accounts relating to the relevant Class Period (or New Period, as the case may be) and (iii) any assets such as shares, stock or securities of other kind held by the Company;
Cancellation Amount	shall mean an amount not exceeding the Available Amount relating to the relevant Class Period (or New Period, as the case may be) provided that such Cancellation Amount cannot be higher than the Available Liquidities relating to the relevant Class Period (or New Period);
Class Period	shall mean each of the Class A Period, the Class B Period, the Class C Period, the Class D Period, the Class E Period, the Class F Period, the Class G Period, the Class H Period, the Class I Period and the Class J Period;
Interim Accounts	shall mean the interim accounts of the Company as at the relevant Interim Account Date;
Interim Account Date	shall mean the date no earlier than thirty (30) days but not later than ten (10) days before the date of the repurchase and cancellation of the relevant class of Preferred Shares;
Law	shall mean the law of August 10, 1915 on commercial companies as amended from time to time;
Profit Entitlement	shall mean the dividend entitlement that the outstanding Classes of Preferred Shares not being redeemed are entitled to.

ARTICLES OF ASSOCIATIONS OF NHCE S.À R.L.

Art. 1. Corporate form and name. These are the articles of association (the "Articles") of a private limited liability company ("société à responsabilité limitée") whose narne is NHCE S.à LI. (hereafter the "Company").

The Company is incorporated under and govemed by the laws of the Grand Duchy of Luxembourg, in particular the law dated 10 August 1915, on commercial companies, as arnended (the "Law"), as well as by these Articles.

Art. 2. Corporate object.

2.1 The object of the Company is (i) the holding of participations and interests in any form whatsoever in Luxembourg and foreign companies, partnerships or other entities, (ii) the acquisition by purchase, subscription, or in any other manner as well as the transfer by sale, exchange or otherwise of stocks, bonds, debentures, notes and other securities of any kind, and (iii) the acquisition, ownership, administration, development, management and disposal of its portfolio. The Company may enter into any agreements relating to the acquisition, subscription or management of the aforementioned instruments and the financing thereof.

2.2 The Company may borrow in any form and proceed to the issuance of bonds, debentures, notes and other instruments convertible or not, without a public offer.

2.3. The Company may grant assistance and lend funds to its subsidiaries, affiliated companies, to any other group company as well as to other entities or persons provided that the Company will not enter into any transaction which would be considered as a regulated activity without obtaining the required licence. It may also give guarantees and grant security in favour of third parties to secure its obligations or the obligations of its subsidiaries, affiliated companies or any other group company as well as other entities or persons provided that the Company will not enter into any transaction which would be considered as a regulated activity without obtaining the required licence. The Company may further mortgage, pledge, transfer, encumber or otherwise hypothecate all or some of its assets.

2.4 The Company may generally employ any techniques and utilize any instruments relating to its investments for the purpose of their efficient management, including the entry into any forward transactions as well as techniques and instruments designed to protect the Company against credit risk, currency fluctuations, interest rate fluctuations and other risks.

2.5 In a general fashion it may grant assistance to affiliated companies, take any controlling and supervisory measures and carry out any operation, which it may deem useful in the accomplishment and development of its purposes.

2.6 The Company may also invest in real estate and/or all types of real estate rights, and directly or indirectly operate and develop them. The Company may sell, assign or otherwise dispose of part or all of its real estate assets or rights.

2.7 The Company may carry out any commercial or financial operations and any transactions with respect to movable or immovable property, which directly or indirectly further or relate to its purpose.

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

Art. 4. Registered office.

4.1 The registered office of the Company is established in Niederanven.

4.2 It may be transferred to any other place in the Grand Duchy of Luxembourg by means of an extraordinary resolution of its shareholders deliberating in the manner provided for amendments to the Articles.

4.3 The address of the registered office may be transferred within the municipality by decision of the sole manager (gérant) or in case of plurality of managers (gérants), by a decision of the board of managers (conseil de gérance).

4.4 In the event that the board of managers (gérants) or the sole manager (gérant) (as the case may be) should determine that extraordinary political, economic or social developments have occurred or are imminent that would interfere with the

normal activities of the Company at its registered office or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these extraordinary circumstances; such temporary measures shall have no effect on the nationality of the Company which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg company. Such temporary measures will be taken and notified to any interested parties by the board of managers (gérants) or the sole manager (gérant) (as the case may be) of the Company.

4.5 The Company may have offices and branches, both in Luxembourg and abroad.

Art. 5. Capital - Shares (Parts sociales).

5.1 Share Capital - share premium - reserves

5.1.1 The Company's share capital is fixed at one million Euro (EUR 1,000,000.-), divided into five hundred eight (508) ordinary shares (the "Ordinary Shares"), four thousand three hundred eighty-eight (4,388) class A preferred shares (parts sociales préférentielles de catégorie A) (the "Class A Preferred Shares"), four thousand three hundred eighty-eight (4,388) class B preferred shares (parts sociales préférentielles de catégorie B) (the "Class B Preferred Shares"), four thousand three hundred eighty-eight (4,388) class C preferred shares (parts sociales préférentielles de catégorie C) (the "Class C Preferred Shares"), four thousand three hundred eighty-eight (4,388) class D preferred shares (parts sociales préférentielles de catégorie D) (the "Class D Preferred Shares"), four thousand three hundred eighty-eight (4,388) class E preferred shares (parts sociales préférentielles de catégorie E) (the "Class E Preferred Shares"), four thousand three hundred eighty-eight (4,388) class F preferred shares (parts sociales préférentielles de catégorie F) (the "Class F Preferred Shares"), four thousand three hundred eighty-eight (4,388) class G preferred shares (parts sociales préférentielles de catégorie G) (the "Class G Preferred Shares"), four thousand three hundred eighty-eight (4,388) class H preferred shares (parts sociales préférentielles de catégorie H) (the "Class H Preferred Shares"), four thousand three hundred eighty-eight (4,388) class I preferred shares (parts sociales préférentielles de catégorie I) (the "Class I Preferred Shares"), each share (part sociale) with a nominal value of twenty-five Euro (EUR 25.-), all fully subscribed and entirely paid up and with such rights and obligations as set out in the present Articles.

Each shareholder shall subscribe proportionally in each class of shares (catégorie de parts sociales).

5.1.2 Any premium paid on any share (part sociale) is allocated to a distributable reserve. The share premium account may be distributed to the shareholder(s) upon decision of the single shareholder or by decision of the general shareholders' meeting in accordance with the provisions set forth hereafter in Article 5.5.2. The sole shareholder or the general meeting of shareholders, as the case may be, may decide to allocate any amount out of the share premium account to the legal reserve.

5.1.3 The Company may accept contributions without issuing shares (parts sociales) or other securities in consideration and may allocate such contributions to one or more reserves. Decisions as to the use of any such reserves are to be taken by the shareholder(s) or the manager(s) (gérant(s)) as the case may be, subject to the Law and Article 5.5.2 of these Articles.

5.2 - Changes to Share Capital

The capital may be changed at any time by a decision of the single shareholder or by decision of the general shareholders' meeting, in accordance with Article 7 of these Articles and within the limits provided for by Article 199 of the Law.

5.3 - Indivisibility of Shares (parts sociales)

Towards the Company, the Company's shares (parts sociales) are indivisible, since only one owner is admitted per share (part sociale). Co-owners, usufructuaries and bare-owners, creditors and debtors of pledged shares (parts sociales) have to appoint a sole person as their representative towards the Company.

5.4 - Transfer of Shares (parts sociales)

5.4.1 In case of a single shareholder, the Company's shares (parts sociales) held by the single shareholder are freely transferable.

5.4.2 In case of plurality of shareholders, the shares (parts sociales) held by each shareholder may be transferred in compliance with the provisions of Articles 189 and 190 of the Law.

5.4.3 Notwithstanding any other provisions of these Articles, in case of transfer of shares (parts sociales), the transferring shareholder shall transfer all of his/her/its shares (parts sociales) of each class of shares (catégorie de parts sociales) or, if the transferring shareholder transfers only some of his/her/its shares (parts sociales), he/she/it shall transfer at the same time shares (parts sociales) proportionally in each class of shares (catégorie de parts sociales).

5.4.4 Shares (parts sociales) may not be transferred inter vivos to non-shareholders unless shareholders representing at least three-quarters of the corporate share capital shall have agreed thereto.

5.4.5 Transfers of shares (parts sociales) must be recorded by notarial or private deed. Transfers shall not be valid vis-à-vis the Company or third parties until they shall have been notified to the Company or accepted by it in accordance with the provisions of Article 1690 of the Civil Code.

5.5 - Distribution of profit

5.5.1 An amount equal to five per cent (5%) of the net profits of the Company shall be allocated to a statutory reserve, until and as long as this reserve amounts to ten per cent (10%) of the Company's share capital.

5.5.2 The shareholders' meeting shall determine how the remainder of the net profits shall be disposed of it being understood that in respect of any dividend declaration, such dividend shall be allocated and paid in the following order:

each Ordinary Share (if any) shall entitle to a cumulative dividend corresponding to ten per cent (10 %) per annum of the nominal value of such share, then;

each Class A Preferred Share (if any) shall entitle to a cumulative dividend corresponding to nine per cent (9 %) per annum of the nominal value of such share, then;

each Class B Preferred Share (if any) shall entitle to a cumulative dividend corresponding to eight per cent (8 %) per annum of the nominal value of such share, then;

each Class C Preferred Share (if any) shall entitle to a cumulative dividend corresponding to seven per cent (7 %) per annum of the nominal value of such share, then;

each Class D Preferred Share (if any) shall entitle to a cumulative dividend corresponding to six per cent (6 %) per annum of the nominal value of such share, then;

each Class E Preferred Share (if any) shall entitle to a cumulative dividend corresponding to five per cent (5 %) per annum of the nominal value of such share, then;

each Class F Preferred Share (if any) shall entitle to a cumulative dividend corresponding to four per cent (4 %) per annum of the nominal value of such share, then;

each Class G Preferred Share (if any) shall entitle to a cumulative dividend corresponding to three per cent (3 %) per annum of the nominal value of such share, then;

each Class H Preferred Share (if any) shall entitle to a cumulative dividend corresponding to two per cent (2 %) per annum of the nominal value of such share, then;

each Class I Preferred Share (if any) shall entitle to a cumulative dividend corresponding to one per cent (1 %) per annum of the nominal value of such share, then

the balance of the total distributed amount shall be allocated to the holder(s) of the Preferred Shares pursuant to a decision taken by the general meeting of the shareholders.

5.5.3 Subject to the provisions contained in Article 5.5.2 of these Articles, the sole manager (gérant) or the board of managers (conseil de gérance) as appropriate may decide to declare and pay interim dividends to the shareholder(s) before the end of the financial year on the basis of a statement of accounts showing that sufficient funds are available for distribution, it being understood that (i) the amount to be distributed may not exceed, where applicable, realised profits since the end of the last financial year, increased by carried forward profits and distributable reserves, but decreased by carried forward losses and sums to be allocated to an undistributable reserve to be established according to the Law or these Articles and that (ii) any such distributed sums which do not correspond to profits actually earned may be recovered from the relevant shareholder(s).

5.5.4 The dividends or interim dividends declared may be paid in any currency selected by the sole manager (gérant) or the board of managers (conseil de gérance) as appropriate and may be paid at such places and times as may be determined by the sole manager (gérant) or the board of managers (conseil de gérance) as appropriate. The sole manager (gérant) or the board of managers (conseil de gérance) as appropriate may make a final determination of the rate of exchange applicable to translate dividend funds into the currency of their payment. A dividend declared but not paid on a share (part sociale) during five years cannot thereafter be claimed by the holder of such share (part sociale), shall be forfeited by the holder of such share (part sociale), and shall revert to the Company. No interest will be paid on dividends declared and unclaimed which are held by the Company on behalf of holders of shares (parts sociales).

5.6 - Repurchase of Shares (parts sociales)

The Company may, subject to the prior approval of all shareholders, repurchase its shares (parts sociales) provided that there are sufficient available reserves to that effect.

The share capital of the Company may be reduced through the cancellation of shares (parts sociales) including by the cancellation of one or more entire classes of shares (catégories de parts sociales) through the repurchase and cancellation of all the shares (parts sociales) in issue in such class(es). A reduction of share capital through the repurchase of a class of Preferred Shares may only be made within the respective Class Periods described below, provided however that the Company may not at any time purchase and cancel the Ordinary Shares.

The period for the Class I Shares is the period starting on the date of the notarial deed of 30 November 2015 and ending no later than on 31 December 2015 (the “Class I Period”).

The period for the Class H Shares is the period starting on the day after the Class I Period and ending on no later than 31 December 2016 (the “Class H Period”).

The period for the Class G Shares is the period starting on the day after the Class H Period and ending no later than on 31 December 2017 (the “Class G Period”).

The period for the Class F Shares is the period starting on the day after the Class G Period and ending no later than on 31 December 2018 (the “Class F Period”).

The period for the Class E Shares is the period starting on the day after the Class F Period and ending on no later than 31 December 2019 (the “Class E Period”).

The period for the Class D Shares is the period starting on the day after the Class E Period and ending on no later than 31 December 2020 (the "Class D Period").

The period for the Class C Shares is the period starting on the day after the Class D Period and ending on no later than 31 December 2021 (the "Class C Period").

The period for the Class B Shares is the period starting on the day after the Class C Period and ending no later than on 31 December 2022 (the "Class B Period").

The period for the Class A Shares is the period starting on the day after the Class B Period and ending no later than on 31 December 2023 (the "Class A Period").

Where a class of Preferred Shares has not been repurchased and cancelled within the relevant Class Period, the redemption and cancellation of such class(es) of Preferred Shares can be made during a new period (the "New Period") which shall start on the date after the last Class Period (or as the case may be, the date after the end of the immediately preceding New Period of another class) and end no later than one year after the start date of such New Period. The first New Period shall start on the day after the Class I Period and the class of Preferred Shares not repurchased and not cancelled in their respective Class Period shall come in the order from class I to class A (to the extent not previously repurchased and cancelled).

For the avoidance of doubt, in the event that a repurchase and cancellation of a class of Preferred Shares shall take place prior to the last day of its respective Class Period (or as the case may be, New Period), the following Class Period (or as the case may be, New Period) shall start on the day after the repurchase and cancellation of such class of Preferred Shares and shall continue to end on the day such as initially defined in the Articles above.

Upon the repurchase and cancellation of the entire relevant class(es), the Cancellation Amount will become due and payable by the Company to the Shareholder(s) pro-rata to their holding in such class(es). For the avoidance of doubt the Company may discharge its payment obligation in cash, in kind or by way of set-off.

The Cancellation Amount mentioned in the paragraph above to be retained shall be determined by the Sole Manager or, in case of plurality of managers the board of managers (as both terms defined below) in its reasonable discretion and within the best corporate interest of the Company. For the avoidance of doubt, the sole manager or, in case of plurality the board of managers can choose at his (its) sole discretion to include or exclude in its determination of the Cancellation Amount the freely distributable reserves either in part or in totality."

For the purposes of these Articles, the following capitalised terms shall have the following meanings:

- "Available Amount" shall mean the total amount of net profits of the Company (including carried forward profits) to the extent the shareholder(s) would have been entitled to dividend distributions according to 5.5 of the Articles, increased by (i) any freely distributable reserves (including share premium) and (ii) as the case may be, by the amount of the share capital reduction and legal reserve reduction relating to the class of shares (catégorie de parts sociales) to be cancelled but reduced by (i) any losses (included carried forward losses) expressed as a positive, (ii) any sums to be placed into non-distributable reserve(s) pursuant to the requirements of the Law or of the Articles, each time as set out in the relevant Interim Accounts (without for the avoidance of doubt, any double counting), (iii) any dividend to which the holder(s) of the Ordinary Shares are entitled pursuant to the Articles (without for the avoidance of doubt, any double counting) and (iv) any Profit Entitlement (without for the avoidance of doubt, any double counting) so that:

AA = (NP + P+ CR) - (L+ LR + OD + PE)

Whereby:

AA = Available Amount.

NP = net profits (including carried forward profits).

P = any freely distributable reserves (including share premium).

CR = the amount of the share capital reduction and legal reserve reduction relating to the class of shares to be cancelled.

L = losses (including carried forward losses) expressed as a positive.

LR = any sums to be placed into non-distributable reserve(s) pursuant to the requirements of Law or of the Articles.

OD = any dividend to which the holder(s) of the Ordinary Shares are entitled pursuant to the Articles.

PE = Profit Entitlement

The Available Amount must be set out in the relevant Interim Accounts of the respective Class Period and shall be assessed by the sole manager of the Company or, in case of plurality of managers, the board of managers of the Company in good faith and with the view to the Company's ability to continue as a going concern.

- "Cancellation Amount Per Share" shall be calculated by dividing the Total Cancellation Amount by the number of shares (parts sociales) in issue in the class of shares (catégorie de parts sociales) to be repurchased and cancelled.

- "Interim Accounts" shall mean the interim accounts of the Company as at the relevant Interim Account Date.

- "Interim Account Date" shall mean the date no earlier than eight (8) days but not later than thirty (30) days before the date of the repurchase and cancellation of the relevant class of shares.

- "Profit Entitlement" shall mean the dividend allocated to the Preferred Shares in accordance with Article 5.

- "Total Cancellation Amount": means an amount, not exceeding the Available Amount, determined by the sole manager (gérant) of the Company or, in case of plurality of the managers (gérants), the board of managers (conseil de gérance) of

the Company, in its reasonable discretion, within the best corporate interest of the Company and in light of the liquidities available to that effect, on the basis of the Interim Accounts. The Total Cancellation Amount for each of the classes I, H, G, F, E, D, C, B and A shall be the Available Amount of the relevant class at the time of the cancellation of the relevant class unless otherwise resolved by the sole manager of the Company or, in case of plurality of managers, the board of managers, provided however that the Total Cancellation Amount shall never be higher than such Available Amount. For the avoidance of doubt, the sole manager of the Company or, in case of plurality of managers, the board of managers of the Company can choose at his (its) sole discretion to include or exclude in its determination of the Total Cancellation Amount the freely distributable reserves (including share premium) either in part or in totality.

The Total Cancellation Amount thus determined shall be approved by the sole shareholder or the shareholders' meeting as the case may be.

The Total Cancellation Amount may be further adjusted by mutual consent of the parties in particular, but not limited to, in case the Company would realize additional profit (e.g. an earn-out payment) after the repurchase and cancellation of one class of shares (the "Repurchase"), further to an operation which was realized prior to the Repurchase, in order to take into account such additional profit.

No class of shares (parts sociales) may be cancelled if, as a result, the share capital of the Company would fall below the minimum required by the Law.

Own shares (parts sociales) will not be taken into consideration for the determination of the quorum and majority for as long as they are held by the Company.

5.7 - Share Register

All shares (parts sociales) and transfers thereof are recorded in the shareholders' register in accordance with Article 185 of the Law.

Art. 6. Management.

6.1 - Appointment and Removal

6.1.1 The Company is managed by one or several managers (gérants). If several managers (gérants) have been appointed, they will constitute a board of managers (conseil de gérance), composed of class A manager(s) and of class B manager(s). The manager(s) (gérant(s)) need not to be shareholder(s).

6.1.2 The manager(s) (gérant(s)) is/are appointed by resolution of the shareholders.

6.1.3 A manager (gérant) may be revoked ad nutum with or without cause and replaced at any time by resolution adopted by the shareholders.

6.1.4 The sole manager (gérant) and each of the members of the board of managers (conseil de gérance) may be compensated for his/their services as manager (gérant) or reimbursed for their reasonable expenses upon resolution of the shareholders.

6.2 - Powers

6.2.1 All powers not expressly reserved by Law or the present Articles to the general meeting of shareholders fall within the competence of the sole manager (gérant), or in case of plurality of managers (gérants), of the board of managers (conseil de gérance).

6.2.2 The sole manager (gérant), or in case of plurality of managers (gérants), the board of managers (conseil de gérance), may sub-delegate his/its powers for specific tasks to one or several ad hoc agents.

6.2.3 The sole manager (gérant), or in case of plurality of managers (gérants), the board of managers (conseil de gérance) will determine the agent'(s) responsibilities and remuneration (if any), the duration of the period of representation and any other relevant conditions of the agency.

6.3 - Representation and Signatory Power

6.3.1 In dealing with third parties as well as injudicial proceedings, the sole manager (gérant), or in case of plurality of managers (gérants), the board of managers (conseil de gérance) will have all powers to act in the name of the Company in all circumstances and to carry out and approve all acts and operations consistent with the Company's objects.

6.3.2 The Company shall be bound by the signature of its sole manager (gérant), and, in case of plurality of managers (gérants), by the joint signatures of any one class A manager (gérant de catégorie A) and any one class B manager (gérant de catégorie B) or by the signature of any person to whom such power has been delegated by the board of managers (conseil de gérance).

6.4 - Chairman, Vice-Chairman, Secretary, Meetings

6.4.1 The board of managers (conseil de gérance) may choose among its members a chairman and a vice-chairman. It may also choose a secretary, who need not be a manager (gérant), to keep the minutes of the meeting of the board of managers (conseil de gérance) and of the shareholders and who shall be subject to the same confidentiality provisions as those applicable to the managers (gérants).

6.4.2 Meetings of the board of managers (conseil de gérance) may be convened by any member of the board of managers (conseil de gérance). The convening notice, containing the agenda and the place of the meeting, shall be sent by letter (sent by express mail or special courier), telegram, telex, telefax or e-mail at least two (2) days before the date set for the meeting, except in circumstances of emergency in which case the nature of such circumstances shall be set forth in the convening

notice and in which case notice of at least twenty-four (24) hours prior to the hour set for such meeting shall be sufficient. Any notice may be waived by the consent of each manager (gérant) expressed during the meeting or in writing or telegram, telex, telefax or e-mail, such consent may be given by the manager in person or by an authorized representative. Separate notice shall not be required for individual meetings held at times and places prescribed in a schedule previously adopted by resolution of the board of managers (conseil de gérance). All reasonable efforts will be afforded so that, sufficiently in advance of any meeting of the board each manager (gérant) is provided with a copy of the documents and/or materials to be discussed or passed upon by the board at such meeting.

6.4.3 The board of managers (conseil de gérance) can discuss or act validly only if at least a majority of the managers (gérants) is present or represented at the meeting of the board of managers (conseil de gérance) including at least one class A manager (gérant de catégorie A) and one class B manager (gérant de catégorie B). Resolutions shall be taken by a majority of the votes cast of the managers (gérants) present or represented at such meeting including the positive vote of at least one class A manager (gérant de catégorie A) and one class B manager (gérant de catégorie B).

6.4.4 The resolutions of the board of managers (conseil de gérance) shall be recorded in minutes to be signed by the chairman or any member of the board of managers (conseil de gérance) of the Company present at the meeting.

6.4.5 Resolutions in writing approved and signed by all managers (gérants) shall have the same effect as resolutions passed at the board of managers' (conseil de gérance) meetings. Such approval may be in one or several separate documents.

6.4.6 Copies or extracts of the minutes and resolutions, which may be produced in judicial proceedings or otherwise, shall be signed by the chairman or any member of the board of managers (conseil de gérance) of the Company.

6.4.7 A manager (gérant) may appoint any other manager (gérant) (but not any other person) to act as his representative at a board meeting to attend, deliberate, vote and perform all his functions on his behalf at that board meeting. A manager (gérant) can act as representative for more than one other manager (gérant) at a board meeting provided that (without prejudice to any quorum requirements) at least two (2) managers (gérants) are physically present at a board meeting held in person or participate in person in a board meeting held in accordance with the provisions of Article 6.4.8. of these Articles.

6.4.8 Any and all managers (gérants) may participate in any meeting of the board of managers (conseil de gérance) by telephone or video conference call or by other similar means of communication allowing all the managers (gérants) taking part in the meeting to hear one another. The participation in a meeting by these means is equivalent to a participation in person at such meeting.

6.5 - Liability of Managers (gérants)

Any manager (gérant) assumes, by reason of his position, no personal liability in relation to any commitment validly undertaken by him in the name of the Company.

Art. 7. Shareholders' resolutions.

7.1 For as long as all the shares (parts sociales) are held by only one shareholder, the Company is a sole shareholder company (société unipersonnelle) in the meaning of Article 179 (2) of the Law and Articles 200-1 and 200-2 of the Law, among others, will apply. The single shareholder assumes all powers conferred to the general shareholders' meeting.

7.2 In case of plurality of shareholders, each shareholder may take part in collective decisions irrespectively of the number of shares (parts sociales) he owns. Each shareholder has a number of votes equal to the number of shares (parts sociales) held by him.

7.3. Collective decisions are only validly taken insofar as shareholders owning more than half of the share capital adopt them provided that in case such majority is not met, the shareholders may be reconvened or consulted again in writing by registered letter and the decisions will be validly taken by the majority of the votes cast irrespective of the portion of share capital represented.

7.4 However, resolutions to alter the Articles, except in case of a change of nationality, which requires a unanimous vote, may only be adopted by the majority in number of the shareholders owning at least three quarter of the Company's share capital, subject to the provisions of the Law.

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

7.6 A shareholder may be represented at a shareholders' meeting by appointing in writing (or by fax or e-mail or any similar means) a proxy or attorney who need not be a shareholder.

7.7 The holding of general shareholders' meetings shall not be mandatory where the number of members does not exceed twenty-five (25). In such case, each shareholder shall receive the precise wording of the text of the resolutions or decisions to be adopted and shall give his vote in writing.

7.8 The majority requirements applicable to the adoption of resolutions by a shareholders' meeting apply mutatis mutandis to the passing of written resolutions of shareholders. Written resolutions of shareholders shall be validly passed upon receipt by the Company of original copies (or copies sent by facsimile transmission or as e-mail attachments) of shareholders' votes representing the majority required for the passing of the relevant resolutions, irrespective of whether all shareholders have voted or not.

Art. 8. Annual general shareholders' meeting.

8.1 At least one shareholders' meeting shall be held each year. Where the number of shareholders exceeds twenty-five (25), such annual general meeting of shareholders shall be held, in accordance with Article 196 of the Law at the registered office of the Company, or at such other place in Luxembourg as may be specified in the notice of meeting, on the fifteenth day of the month of May, at 3.00 p.m.

8.2 If such day is not a bank business day in Luxembourg, the annual general meeting shall be held on the preceding bank business day. The annual general meeting may be held abroad if, in the absolute and final judgment of the sole manager (gérant), or in case of plurality of managers (gérants), the board of managers (conseil de gérance), exceptional circumstances so require.

Art. 9. Audit.

9.1 Where the number of shareholders exceeds twenty-five (25), the operations of the Company shall be supervised by one or more statutory auditors in accordance with Article 200 of the Law who need not to be shareholder. If there is more than one statutory auditor, the statutory auditors shall act as a collegium and form the board of auditors.

9.2 Irrespective of the above, the Company shall be supervised by one or more approved statutory auditor(s) (réviseurs) d'entreprises agréé) where there is a legal requirement to that effect or where the Company is authorized by law to opt for and chooses to opt for the appointment of an approved statutory auditor (réviseur d'entreprise agrée) instead of a statutory auditor. The approved statutory auditor(s) (réviseur(s) d'entreprises agréé) shall be appointed on an annual basis (the mandate being renewable also on an annual basis).

Art. 10. Financial year - Annual accounts.

10.1 - Financial Year

The Company's financial year starts on the 1 st January and ends on the 31 st December of each year, save for the first accounting year which shall commence on the day of incorporation and ends on 31 December 2016.

10.2 - Annual Accounts

10.2.1 Each year, the sole manager (gérant), or in case of plurality of managers (gérants), the board of managers (conseil de gérance) prepares an inventory a balance sheet and a profit and loss account in accordance with the provisions of Article 197 of the Law.

10.2.2 Each shareholder, either personally or through an appointed agent, may inspect, at the Company's registered office, the above inventory, balance sheet, profit and loss accounts and, as the case may be, the report of the statutory auditor(s) set-up in accordance with Article 200 of the Law. Where the number of shareholders exceeds twenty-five (25), such inspection shall only be permitted fifteen days before the meeting.

Art. 11. Dissolution - Liquidation.

11.1 The Company shall not be dissolved by reason of the death, suspension of civil rights, insolvency or bankruptcy of the single shareholder or of one of the shareholders.

11.2 Except in the case of dissolution by court order, the dissolution of the Company may take place only pursuant to a decision adopted by the general meeting of shareholders in accordance with the conditions required for amendments to the Articles.

11.3 At the time of dissolution of the Company, the liquidation will be carried out by one or several liquidators, shareholders or not, appointed by the shareholders who shall determine their powers and remuneration.

11.4 The liquidation boni shall be distributed to the holders of all classes of shares (catégories de parts sociales) in such order of priority and in such amount as is necessary to achieve on an aggregate basis the same economic result as the distribution provisions contained these Articles.

Art. 12. Référence to the law. Référence is made to the provisions of the Law for all matters for which there are no specific provisions in these Articles.

Suit la traduction française du texte qui précède

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Cidra S.à r.l.

François Feiten / Alexander James Beraiingham

Class A Manager / Class B Manager

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