SERVICE CENTRAL DE LÉGISLATION
LUXEMBOURG

MEMORIAL

Journal Officiel
du Grand-Duché de
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° 518 **23 février 2016**

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SERVICE CENTRAL DE LÉGISLATION LUXEMBOURG

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

Siège social: L-1840 Luxembourg, 40, boulevard Joseph II.

R.C.S. Luxembourg B 67.951.

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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.

COMPAGNIE FINANCIERE DE GESTION LUXEMBOURG S.A.
Boulevard Joseph II
L-1840 Luxembourg
Signature

Référence de publication: 2016050922/13.

(160007713) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 janvier 2016.

Four Investment S.A., Société Anonyme.

Siège social: L-2134 Luxembourg, 50, rue Charles Martel.

R.C.S. Luxembourg B 65.707.

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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.

Extrait sincère et conforme
FOUR INVESTMENT S.A.

Référence de publication: 2016050927/11.

(160008237) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 janvier 2016.

Eurowest Management S.A., Société Anonyme.

Siège social: L-1466 Luxembourg, 12, rue Jean Engling.

R.C.S. Luxembourg B 110.289.

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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, le 12 janvier 2016.

Référence de publication: 2016050905/10.

(160007534) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 janvier 2016.

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

Siège social: L-7240 Bereldange, 93, route de Luxembourg.

R.C.S. Luxembourg B 20.305.

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Les comptes annuels au 31 DECEMBRE 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.

FIDUCIAIRE CONTINENTALE S.A.

Référence de publication: 2016050903/10.

(160008188) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 janvier 2016.

Euro Controle Service S.à r.l., Société à responsabilité limitée.

Siège social: L-5280 Sandweiler, Zone Industrielle Rolach.

R.C.S. Luxembourg B 178.907.

—

Le bilan au 31/12/2013 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2016050894/10.

(160007704) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 janvier 2016.

SERVICE CENTRAL DE LÉGISLATION
LUXEMBOURG

Electricité Fernand WAGNER S.à r.l., Société à responsabilité limitée.

Siège social: L-6464 Echternach, 4, rue des Merciers.

R.C.S. Luxembourg B 114.141.

Le bilan au 31/12/2014 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 12 janvier 2016.

Pour ordre
EUROPE FIDUCIAIRE (Luxembourg) S.A.
Boîte Postale 1307
L-1013 Luxembourg

Référence de publication: 2016050858/14.

(160007605) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 janvier 2016.

Equiniti Group (Luxembourg) S.à r.l., Société à responsabilité limitée.

Siège social: L-1661 Luxembourg, 47, Grand-rue.

R.C.S. Luxembourg B 129.721.

Les comptes annuels au 31 décembre 2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 12 janvier 2016.

Référence de publication: 2016050863/10.

(160007528) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 janvier 2016.

Equiniti (Luxembourg) S.à r.l., Société à responsabilité limitée.

Siège social: L-1661 Luxembourg, 47, Grand-rue.

R.C.S. Luxembourg B 129.687.

Les comptes annuels au 31 décembre 2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 12 janvier 2016.

Référence de publication: 2016050862/10.

(160007529) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 janvier 2016.

Electro Stefan Steins S.à r.l., Société à responsabilité limitée.

Siège social: L-6926 Flaxweiler, 13A, rue Heischt.

R.C.S. Luxembourg B 127.776.

Les comptes annuels au 31.12.2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2016050861/10.

(160007568) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 janvier 2016.

Electro Stefan Steins S.à r.l., Société à responsabilité limitée.

Siège social: L-6926 Flaxweiler, 13A, rue Heischt.

R.C.S. Luxembourg B 127.776.

Les comptes annuels 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.

Signature.

Référence de publication: 2016050860/10.

(160007567) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 janvier 2016.

SERVICE CENTRAL DE LÉGISLATION
LUXEMBOURG

Tottenham Hale S. à r. l., Société à responsabilité limitée.

Siège social: L-2340 Luxembourg, 20, rue Philippe II.

R.C.S. Luxembourg B 131.760.

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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 4 janvier 2016.

Manacor (Luxembourg) S.A.
Signatures
Gérant

Référence de publication: 2016050778/14.

(160008401) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 janvier 2016.

Treize S.A., Société Anonyme.

Siège social: L-8080 Bertrange, 61, route de Longwy.

R.C.S. Luxembourg B 151.707.

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Les comptes annuels au 31.12.13 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2016050794/10.

(160008681) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 janvier 2016.

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

Siège social: L-6776 Grevenmacher, 7, Op der Ahlkerrech.

R.C.S. Luxembourg B 109.598.

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Les comptes annuels 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.

Signature.

Référence de publication: 2016050792/10.

(160008530) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 janvier 2016.

Tafta S.A., Société Anonyme Soparfi.

Siège social: L-3844 Schifflange, Z.I. Luxembourg Heck.

R.C.S. Luxembourg B 32.880.

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Le bilan au 31 décembre 2009 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Schifflange, le 12 Janvier 2016.

Signature.

Référence de publication: 2016050786/10.

(160008689) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 janvier 2016.

Tafta S.A., Société Anonyme Soparfi.

Siège social: L-3844 Schifflange, Z.I. Luxembourg Heck.

R.C.S. Luxembourg B 32.880.

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Le bilan au 31 décembre 2010 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Schifflange, le 12 Janvier 2016.

Signature.

Référence de publication: 2016050785/10.

(160008688) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 janvier 2016.

SERVICE CENTRAL DE LÉGISLATION LUXEMBOURG

Akbank Turkish Sicav, Société d'Investissement à Capital Variable.

Siège social: L-8070 Bertrange, 31, Z.A. Bourmicht.

R.C.S. Luxembourg B 138.732.

Le bilan au 31 décembre 2014 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Pour le compte de Akbank Turkish SICAV
Citibank International limited, Luxembourg Branch

Référence de publication: 2016006289/11.

(160005849) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 janvier 2016.

Ardea S.A., Société Anonyme.

Siège social: L-2134 Luxembourg, 50, rue Charles Martel.

R.C.S. Luxembourg B 52.775.

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.

Extrait sincère et conforme
ARDEA S.A.

Référence de publication: 2016006301/11.

(160006120) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 janvier 2016.

DMIC Participations S.à r.l., Société à responsabilité limitée.

Siège social: L-1420 Luxembourg, 5, avenue Gaston Diderich.

R.C.S. Luxembourg B 174.335.

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.

Pour DMIC Participations S.à.r.l.
United International Management S.A.

Référence de publication: 2016006497/11.

(160006010) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 janvier 2016.

Entreprise de Constructions HUSTING & REISER S.A., Société Anonyme.

Siège social: L-8509 Redange-sur-Attert, 13, rue d'Ell.

R.C.S. Luxembourg B 94.336.

Les comptes annuels au 31 décembre 2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2016006510/10.

(160006185) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 janvier 2016.

EAS Solutions S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 176.142.

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.

Pour EAS Solutions S.à r.l.
Un mandataire

Référence de publication: 2016006520/11.

(160005756) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 janvier 2016.

SERVICE CENTRAL DE LÉGISLATION
LUXEMBOURG

Mindforest International S.A., Société Anonyme.

Siège social: L-2430 Luxembourg, 34, rue Michel Rodange.

R.C.S. Luxembourg B 91.706.

Les comptes annuels 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.

Luxembourg, le 08 janvier 2015.

Référence de publication: 2016005873/10.

(160004775) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 janvier 2016.

T-Log S.à r.l., Société à responsabilité limitée,

(anc. Sewerin Schiltz S.à r.l.).

Capital social: EUR 125.000,00.

Siège social: L-1370 Luxembourg, 300, Val Sainte Croix.

R.C.S. Luxembourg B 61.578.

Les bilans au 31 décembre 2013, ainsi que les autres documents et informations qui s'y rapportent, ont été déposé au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 14 décembre 2015.

T-LOG S. à r. l.

Anciennement Sewerin Schiltz S. à r. l.

Référence de publication: 2016006120/13.

(160004311) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 janvier 2016.

Drayton S.A., Société Anonyme.

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

R.C.S. Luxembourg B 41.520.

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: 2016006498/9.

(160005363) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 janvier 2016.

Fertitrust S.A., Société Anonyme Soparfi.

Siège social: L-2530 Luxembourg, 10A, rue Henri Schnadt.

R.C.S. Luxembourg B 11.025.

Les comptes consolidés 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 11 janvier 2015.

Un mandataire

Référence de publication: 2016006574/11.

(160005788) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 janvier 2016.

Batavia Lugduno, Société à responsabilité limitée.

Siège social: L-1246 Luxembourg, 2, rue Albert Borschette.

R.C.S. Luxembourg B 178.629.

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

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

Luxembourg, le 11 janvier 2016.

Un mandataire

Référence de publication: 2016007268/11.

(160006695) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 janvier 2016.

SERVICE CENTRAL DE LÉGISLATION LUXEMBOURG

PKN Baustahlarmierung S.à r.l., Société à responsabilité limitée.

Siège social: L-6619 Wasserbillig, 7, rue Roger Streff.

R.C.S. Luxembourg B 134.634.

Les comptes annuels 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.

Signature.

Référence de publication: 2016006957/10.

(160006200) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 janvier 2016.

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bayer & hahn S.à r.l., Société à responsabilité limitée.

Siège social: L-6976 Oberanven, 1, rue du Coin.

R.C.S. Luxembourg B 111.485.

Der Jahresabschluss vom 31. Dezember 2013 wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2016007189/9.

(160006744) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 janvier 2016.

Abattage Theis-Grosges Sàrl, Société à responsabilité limitée.

Siège social: L-9122 Schieren, 1, rue de la Gare.

R.C.S. Luxembourg B 113.840.

Les comptes annuels au 31 décembre 2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2016007218/10.

(160007100) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 janvier 2016.

AL Alu S.à r.l., Société à responsabilité limitée.

Siège social: L-1222 Luxembourg, 2-4, rue Beck.

R.C.S. Luxembourg B 191.111.

Les comptes annuels au 31 décembre 2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 11 janvier 2016.

Référence de publication: 2016007230/10.

(160006622) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 janvier 2016.

Riz Investments (Luxembourg) S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-2540 Luxembourg, 15, rue Edward Steichen.

R.C.S. Luxembourg B 90.794.

EXTRAIT

En date du 10 décembre 2015, l'associé unique a pris les résolutions suivantes:

1) La démission de Mme Shira Becker-Alon en tant que gérant B de la Société est acceptée avec effet au 14 décembre 2015

2) La nomination de Mme Barbara Neuerburg, avec adresse professionnelle au 15, rue Edward Steichen L-2540 Luxembourg, en tant que gérant est acceptée avec effet au 14 décembre 2015 et pour une durée indéterminée

Pour extrait conforme

Référence de publication: 2015201997/15.

(150226740) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 décembre 2015.

SERVICE CENTRAL DE LÉGISLATION
LUXEMBOURG

Res, Société Anonyme.

Siège social: L-1528 Luxembourg, 16A, boulevard de la Foire.

R.C.S. Luxembourg B 55.865.

En date du 19 juin 2015, Maître Pierre Berna, avocat à la Cour, avec adresse professionnelle à L-1528 Luxembourg, 16A, boulevard de la Foire a été nommé dépositaire des actions au porteur de la société conformément à la loi du 28 juillet 2014 relative à l'immobilisation des actions et parts au porteur.

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

RES

Référence de publication: 2015202016/12.

(150226772) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 décembre 2015.

RIG Investments S.à r.l. S.P.F., Société à responsabilité limitée - Société de gestion de patrimoine familial.

Capital social: EUR 12.500,00.

Siège social: L-2540 Luxembourg, 15, rue Edward Steichen.

R.C.S. Luxembourg B 132.152.

EXTRAIT

En date du 9 décembre 2015, l'associé unique a pris la résolution suivante:

1) La démission de Mme Shira Becker-Alon en tant que gérant de la Société est acceptée avec effet au 14 décembre 2015

Pour extrait conforme

Référence de publication: 2015202017/13.

(150226742) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 décembre 2015.

Roermond S.A., Société Anonyme Soparfi.

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

R.C.S. Luxembourg B 165.012.

EXTRAIT

L'assemblée générale ordinaire tenue en date du 8 décembre 2015 a pris acte de la démission des trois administrateurs, Messrs. Marc Koeune, Jean-Yves Nicolas et Michael Zianveni.

L'assemblée a pris acte de la démission du commissaire aux comptes CeDerLux-Services SARL.

Pour extrait conforme
Signature

Référence de publication: 2015202021/13.

(150226813) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 décembre 2015.

Sodep S.A., Société Anonyme.

Siège social: L-1470 Luxembourg, 7, route d'Esch.

R.C.S. Luxembourg B 173.804.

Extrait de résolution du conseil d'administration tenu le 09 décembre 2015

Suite à la démission de Monsieur Daniele BOTTAZZO de son poste d'administrateur, les membres du conseil décident de coopter Madame Céline VAN LAETHEM, retraitée, née à B-Meerbeke, le 06 mars 1934 et demeurant au 37, Beetebuergerstross, à L-3333 Hellange aux fonctions d'administrateur pour un mandat de 3 ans jusqu'à l'assemblée générale ordinaire qui se tiendra en 2018.

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

Luxembourg, le 09 décembre 2015.

SODEP S.A.
Administrateur

Référence de publication: 2015202072/16.

(150226599) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 décembre 2015.

SERVICE CENTRAL DE LÉGISLATION LUXEMBOURG

Sirius Corporation, Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1420 Luxembourg, 240, avenue Gaston Diderich.

R.C.S. Luxembourg B 124.794.

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

Before Us, Maître Martine SCHAEFFER, notary residing in Luxembourg, Grand Duchy of Luxembourg.

There appeared:

1) Mr Sibrand VAN ROIJEN, director, born in Leiderdorp (the Netherlands) on May 2 nd , 1969 and residing at 240, Avenue Gaston Diderich, L-1420 Luxembourg; and

2) Mrs Tanja VAN ROIJEN-NIESEN, graduated pedagogue, born in Esch-sur-Alzette (Grand Duchy of Luxembourg) on February 7 th , 1973 and residing at 240, Avenue Gaston Diderich, L-1420 Luxembourg.

The appearing parties are the sole shareholders of "Sirius Corporation", a société à responsabilité limitée, with registered office at 240, Avenue Gaston Diderich, L-1420 Luxembourg, registered with the Registre de Commerce et des Sociétés de Luxembourg under the number B 124.794 (the "Company") incorporated pursuant to a deed of the undersignd notary, then residing in Remich (Grand Duchy of Luxembourg), dated February 9 th , 2007, published in the Mémorial C, Recueil des Sociétés et Associations on May 5 th , 2007 under number 797. The Articles of Association of the Company have not yet been amended since.

All the two hundred and fifty (250) shares of the Company with a nominal value of fifty euro (EUR 50) each, representing the entire subscribed capital of the Company amounting to twelve thousand five hundred euro (EUR 12,500) are duly present or represented at the extraordinary general meeting of the shareholders of the Company (the "Meeting"), which is thus regularly constituted and can validly deliberate on all the items of the agenda. The shareholders present or represented declare that they had had due notice of, and have been duly informed of the agenda prior to the Meeting.

The agenda of the meeting is the following:

1. Deliberation on the dissolution of the company and put the Company in liquidation;
2. Appointment of one or more liquidators and determination of their powers and remuneration;
3. Discharge to the managers; and
4. Miscellaneous.

After deliberation, the following resolutions were taken unanimously:

First resolution

In compliance with the law of August 10 th , 1915 on commercial companies, as amended, the shareholders decide to dissolve the Company and to put the company into liquidation (liquidation volontaire) as of the date of the present deed.

Second resolution

As a consequence of the above taken resolution, the shareholders decide to appoint as liquidator:

Mr Sibrand VAN ROIJEN, director, born in Leiderdorp (The Netherlands) on May 2 nd , 1969 and residing at 240, Avenue Gaston Diderich, L-1420 Luxembourg.

The liquidator has the broadest powers as provided for by Articles 144 to 148 bis of the law of August 10 th , 1915 on commercial companies, as amended.

It may accomplish all the acts provided for by Article 145 without requesting the authorization of the shareholders in the cases in which it is requested.

It may exempt the registrar of mortgages to take registration automatically; renounce all the real rights, preferential rights, mortgages, actions for rescission; remove the attachment, with or without payment of all the preferential or mortgaged registrations, transcriptions, attachments, oppositions or other impediments.

The liquidator is relieved from inventory and may refer to the accounts of the Company.

It may, under its responsibility, for special or specific operations, delegate to one or more proxies such part of its powers it determines and for the period it will fix.

Third resolution

The shareholders of the Company decide to grant full discharge to the managers of the Company for the exercise of their mandates.

Nothing else being on the agenda, the meeting was closed.

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Costs

The expenses, costs, remunerations and charges in any form whatever, which shall be borne by the Company as a result of the present deed are estimated at approximately one thousand two hundred euro (EUR 1,200).

The undersigned notary who understands and speaks English, states that upon request of the above appearing persons, this deed is worded in English followed by a French translation, and that in case of any divergence between the English and the French text, the English text shall be prevailing.

Whereof, this notarial deed was drawn up in Luxembourg, on the day appearing at the beginning of this document.

The document having been read and translated to the appearing persons, the members of the office of the meeting 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-sept novembre.

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

Ont comparu:

1) Monsieur Sibrand VAN ROIJEN, directeur de société, né à Leiderdorp (Pays-Bas) le 2 mai 1969 et demeurant au 240, Avenue Gaston Diderich, L-1420 Luxembourg; et

2) Madame Tanja VAN ROIJEN-NIESEN, éducatrice graduée, née à Esch-sur-Alzette (Grand-Duché de Luxembourg) le 7 février 1973 et demeurant au 240, Avenue Gaston Diderich, L-1420 Luxembourg.

Lesquels comparants déclarent être les seuls associés de la société à responsabilité limitée «Sirius Corporation», avec siège social au 240, Avenue Gaston Diderich, L-1420 Luxembourg, inscrite au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 124.794 (la «Société»), constituée suivant acte reçu par le notaire instrumentaire, alors de résidence à Remich, Grand-Duché de Luxembourg le 9 février 2007, publié au Mémorial C, Recueil des Sociétés et Associations le 5 mai 2007 sous le numéro 797. Les statuts de la Société n'ont pas encore été modifiés depuis.

Toutes les deux cent cinquante (250) parts sociales de la Société ayant une valeur nominale de cinquante euros (50.- EUR) chacune, représentant la totalité du capital souscrit de la Société d'un montant de douze mille cinq cents euros (12.500.- EUR) sont présentes ou représentées à l'assemblée qui est par conséquent valablement constituée et peut délibérer sur les points portés à l'ordre du jour. Les associés présents ou représentés déclarent avoir été dûment convoqués à l'assemblée générale extraordinaire des associés («l'Assemblée») et informé de l'ordre du jour.

Que la présente Assemblée a pour ordre du jour:

1. Délibération sur la dissolution de la Société et mise en liquidation de la Société;
2. Nomination d'un ou de plusieurs liquidateurs et détermination de leurs pouvoirs et rémunération;
3. Décharge à donner aux gérants; et
4. Divers.

Suite à cet ordre du jour, les résolutions suivantes ont été prises à l'unanimité:

Première résolution

Conformément à la loi du 10 août 1915 concernant les sociétés commerciales, telle qu'elle a été modifiée, les associés décident de dissoudre et de mettre volontairement la Société en liquidation (liquidation volontaire) à compter de la date du présent acte.

Deuxième résolution

Suite à la résolution qui précède, les associés décident de nommer en qualité de liquidateur:

Monsieur Sibrand VAN ROIJEN, directeur de société, né à Leiderdorp (Pays-Bas) le 2 mai 1969 et demeurant au 240, Avenue Gaston Diderich, L-1420 Luxembourg.

Le liquidateur a les pouvoirs les plus étendus prévus par les articles 144 à 148 bis de la loi du 10 août 1915 concernant les sociétés commerciales, telle qu'elle a été modifiée.

Il peut accomplir tous les actes prévus à l'article 145 sans devoir recourir à l'autorisation des associés dans les cas où elle est requise.

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

Le liquidateur est dispensé de l'inventaire et peut se référer aux comptes de la Société.

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

Troisième résolution

Les associés de la Société décident de donner décharge entière aux gérants de la Société pour l'exercice de leurs mandats.

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

Frais

Les dépenses, frais et rémunérations et charges qui pourraient incomber à la Société à la suite du présent acte sont estimés à environ mille deux cents euros (1.200.- EUR).

Le notaire soussigné qui comprend et parle l'anglais, déclare que sur demande de la comparante, le présent acte est rédigé en anglais, suivi d'une version française. A la demande de la 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 Luxembourg, date qu'en tête des présentes.

Et après lecture faite donnée aux comparants, tous connus du notaire par noms, prénoms usuels, états et demeures, tous ont signé avec Nous notaire le présent acte.

Signé: S. Van Roijen, T. Van Roijen-Niesen et M. Schaeffer.

Enregistré à Luxembourg Actes Civils 2, le 07 décembre 2015. 2LAC/2015/27912. Reçu douze euros EUR 12,-

Le Receveur (signé): André MULLER.

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

Luxembourg, le 11 décembre 2015.

Référence de publication: 2015201186/122.

(150225826) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 décembre 2015.

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

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

R.C.S. Luxembourg B 191.227.

DISSOLUTION

In the year two thousand fifteen, the sixteenth day of November.

Before the undersigned Maître Gérard LECUIT, notary residing in Luxembourg.

THERE APPEARED:

Mr Khadem Abdullah Khadem Butti AL QUBAISI, companies' manager, born on the 27 th day of September, 1971 in Abu Dhabi, United Emirates of Arabia, residing at Corniche Street Villa, 39 Marina Hall, Abu Dhabi, United Emirates of Arabia,

here represented by Mr Adrien MANTIONE, private employee, residing professionally in Luxembourg,

by virtue of a proxy signed on November 16, 2015.

The said proxy, after having been signed "ne varietur" by the proxyholder of the appearing party and the undersigned notary, will remain annexed to the present deed for the purpose of registration.

The appearing party, represented as stated hereabove, has requested the undersigned notary to enact the following:

- that he is the sole actual shareholder of VESPER S.à r.l., a société à responsabilité limitée, incorporated by a notarial deed on October 14 th , 2014, published in the Mémorial C, Recueil des Sociétés et Associations, number 3551 of November 25 th , 2014. The Articles of Incorporation have not been amended since that date;

- that the capital of the Company is fixed at TWELVE THOUSAND FIVE HUNDRED EURO (EUR 12,500.-) represented by ONE HUNDRED TWENTY-FIVE (125) shares with a par value of ONE HUNDRED EURO (EUR 100.-) each, all fully paid-up;

- that the appearing party, prenamed, is the sole owner of all the shares and declares that he has full knowledge of the articles of incorporation and the financial standing of the Company;

- that the appearing party, represented as stated above, in his capacity of sole shareholder of the Company, has resolved to proceed to the anticipatory and immediate dissolution of the Company and to put it into liquidation;

- that the appearing party, represented as stated above, in his capacity as liquidator of the Company, and according to the balance sheet of the Company as at 31 July 2015, declares that all the liabilities of the Company, including the liabilities arising from the liquidation, are settled or retained;

The appearing party furthermore declares that:

- the Company's activities have ceased;

- the sole shareholder is thus vested with all the assets of the Company and undertakes to settle all and any liabilities of the terminated Company, the balance sheet of the Company as at 31 July 2015, being only one information for all purposes;

- following to the above resolutions, the Company's liquidation is to be considered as accomplished and closed;

- the Company's managers are hereby granted full discharge with respect to their duties;

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- there shall be proceeded to the cancellation of all issued shares;

- the books and documents of the company shall be lodged during a period of five years at L-2535 Luxembourg, 16, Boulevard Emmanuel Servais.

No confusion of patrimony can be made, neither with the assets of the sole shareholder nor the reimbursement to the sole shareholder can be done, before a period of thirty days (article 69 (2) of the law on commercial companies) to be counted from the day of publication of the present deed, and only if no creditor of the Company currently dissolved and liquidated has demanded the creation of security.

Costs

The costs, expenses, remunerations or charges in any form whatsoever incumbent to the company and charged to it by reason of the present deed are estimated approximately at one thousand ninety five euro (EUR 1,095.-).

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

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

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

Suit la traduction française du texte qui précède:

L'an deux mille quinze, le seize novembre.

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

A COMPARU:

Monsieur Khadem Abdullah Khadem Butti AL QUBAISI, gérant de sociétés, né le 27 septembre 1971 à Abu Dhabi, Emirats Arabes Unis, demeurant à Corniche Street Villa, 39 Marina Hall, Abu Dhabi, Emirats Arabes Unis,

ici représenté par Monsieur Adrien MANTIONE, employé privé, demeurant professionnellement à Luxembourg,

en vertu d'une procuration signée le 16 novembre, 2015.

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

Lequel comparant, représenté comme dit ci-avant, a requis le notaire instrumentant d'acter ce qui suit:

- Qu'il est le seul et unique associé de la société VESPER S.à r.l., société à responsabilité limitée, constituée suivant acte notarié en date du 14 octobre 2014, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 3551 du 25 novembre 2014. Les statuts n'ont pas été modifiés depuis lors;

- que le capital social de la Société s'élève à DOUZE MILLE CINQ CENTS EUROS (12.500,- EUR) représenté par CENT VINGT-CINQ (125) parts sociales d'une valeur nominale de CENT EUROS (100.- EUR) chacune, entièrement libérées;

- que la partie comparante, précitée, est seule propriétaire de toutes les parts sociales et qu'elle déclare avoir parfaite connaissance des statuts et de la situation financière de la Société;

- que la partie comparante, représentée comme mentionné ci-avant, en sa qualité d'associé unique de la Société, a décidé de procéder à la dissolution anticipée et immédiate de la Société et de la mettre en liquidation;

- que la partie comparante, représentée comme mentionné ci-avant, en sa qualité de liquidateur de la Société et au vu du bilan de la Société au 31 juillet 2015, déclare que tout le passif de la Société, y compris le passif lié à la liquidation de la Société, est réglé ou dûment provisionné;

La partie comparante déclare encore que:

- l'activité de la Société a cessé;

- l'associé unique est investi de l'entièreté de l'actif de la Société et déclare prendre à sa charge l'entièreté du passif de la Société qu'il soit connu et impayé, ou inconnu et non encore payé, le bilan au 31 juillet 2015 étant seulement un des éléments d'information à cette fin;

- suite aux résolutions ci-avant, la liquidation de la Société est à considérer comme accomplie et clôturée;

- décharge pleine et entière est accordée aux gérants de la Société;

- il y a lieu de procéder à l'annulation de toutes les parts sociales;

- les livres et documents de la Société devront être conservés pendant la durée légale de cinq ans à L-2535 Luxembourg, 16, Boulevard Emmanuel Servais.

Toutefois, aucune confusion de patrimoine entre l'actionnaire unique et l'avoir social de, ou remboursement à, l'associé unique ne pourra se faire avant le délai de trente jours (article 69 (2) de la loi sur les sociétés commerciales) à compter de la publication du présent acte et sous réserve qu'aucun créancier de la Société présentement dissoute et liquidée n'aura exigé la constitution de sûretés.

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Frais

Les frais, dépenses, rémunérations ou charges sous quelque forme que ce soit, incombant à la société et mis à sa charge en raison des présentes, sont évalués approximativement à mille quatre vingt quinze euros (EUR 1.095,-).

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

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

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

Signé: A. MANIONE, G. LECUIT.

Enregistré à Luxembourg Actes Civils 1, le 20 novembre 2015. Relation: 1LAC/2015/36689. Reçu soixante-quinze euros (EUR 75,-)

Le Receveur (signé): P. MOLLING.

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

Luxembourg, le 11 décembre 2015.

Référence de publication: 2015201285/107.

(150225591) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 décembre 2015.

VIP Consulting S.à r.l., Société à responsabilité limitée.

Siège social: L-5421 Erpeldange, 6, Nauwiss.

R.C.S. Luxembourg B 164.982.

DISSOLUTION

L'an deux mille quinze, le huit décembre.

Par-devant Maître Jean SECKLER, notaire de résidence à Junglinster, Grand-Duché de Luxembourg, soussigné.

A comparu:

Monsieur Patrick FELIX, administrateur de société, né à Luxembourg, le 3 avril 1953, demeurant à L-5421 Erpeldange, 6, Nauwiss., «le comparant»

Le comparant requiert le notaire instrumentant de documenter ainsi qu'il suit ses déclarations et constatations:

1. Que la société à responsabilité limitée VIP CONSULTING S.à r.l., ayant son siège social au 6, Nauwiss, L-5421 Erpeldange, immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg à la section B sous le numéro 164982, a été constituée le 25 novembre 2011 suivant acte reçu par Maître Henri BECK, alors notaire de résidence à Echternach, publié au Mémorial C, Recueil des Sociétés et Associations n°32 du 5 janvier 2012.

2. Que le capital social de la société VIP CONSULTING S.à r.l. s'élève actuellement à EUR 15.625 (quinze mille six cent vingt-cinq euros) représenté par 625 (six cent vingt-cinq) parts sociales de EUR 25 (vingt-cinq euros) chacune, entièrement libérées.

3. Que le comparant est le propriétaire de la totalité des parts sociales représentatives du capital souscrit de la société VIP CONSULTING S.à r.l.

4. Que le comparant, en tant qu'associé unique, prononce la dissolution anticipée de la société avec effet immédiat.

5. Que l'activité de la société VIP CONSULTING S.à r.l. a cessé; que l'associé unique est investi de tout l'actif et qu'en sa qualité de liquidateur, il réglera tout le passif, de sorte que la liquidation de la société est à considérer comme faite et clôturée.

6. Que décharge pleine et entière est donnée aux gérants de la société.

7. Que les livres et documents de la société dissoute seront conservés pendant cinq ans au siège de la société dissoute.

Frais

Le montant des frais, dépenses, rémunérations ou charges, sous quelque forme que ce soit, qui incombent à la société, ou qui sont mis à sa charge à raison des présentes, s'élève approximativement à la somme de 950,- EUR

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

Et après lecture faite au comparant, connu du notaire par ses nom, prénom usuel, état et demeure, il a signé avec Nous notaire le présent acte.

Signé: Patrick FELIX, Jean SECKLER.

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Enregistré à Grevenmacher Actes Civils, le 10 décembre 2015. Relation GAC/2015/10823. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): G. SCHLINK.

Référence de publication: 2015201286/39.

(150226037) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 décembre 2015.

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

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

R.C.S. Luxembourg B 67.164.

In the year two thousand and fifteen, the eight of December.

Before Maître Jean SECKLER, notary residing in Junglinster (Grand-Duchy of Luxembourg), undersigned.

THERE APPEARED:

PCC Finance Luxembourg S.à r.l., a private limited liability company (société à responsabilité limitée) duly incorporated and validly existing under the laws of the Grand-Duchy of Luxembourg, with registered office at L-2538 Luxembourg, 1, rue Nicolas Simmer, Grand-Duchy of Luxembourg, registered with the Luxembourg Trade and Company Register (Registre de Commerce et des Sociétés) under section B number 95820,

represented by Mrs Cristiana VALENT, by virtue of a proxy given under private seal.

Such proxy, after having been signed "ne varietur" by the notary and the proxy-holder, will remain attached to the present deed in order to be recorded with it.

The appearing party, through its attorney, declared and requested the notary to act:

that the appearing party is the sole present partner of the private limited liability company (société à responsabilité limitée) "SPS INTERNATIONAL S.à r.l.", with registered office at L-2453 Luxembourg, 6, rue Eugène Ruppert, registered with the Luxembourg Trade and Company Register (Registre de Commerce et des Sociétés) under section B number 67164, incorporated by deed of Maître Joseph ELVINGER, notary residing in Luxembourg (Grand-Duchy of Luxembourg), on November 17 th , 1998, published in the Memorial C, Recueil des Sociétés et Associations number 62 of March 2 nd , 1999 and whose articles of association have been amended by deed of Maître Henri HELLINCKX, notary residing in Luxembourg (Grand- Duchy of Luxembourg), on May 6 th , 2014, published in the Memorial C, Recueil des Sociétés et Associations number 2221 of August 21, 2014, and that the appearing party has taken the following resolutions:

First resolution

The appearing party decides to amend article 16 of the articles of association which will have henceforth the following wording:

" **Art. 16.** The credit balance of the profit and loss account, after deduction of the expenses, costs, amortizations, charges and provisions represents the net profit of the Company.

Every year five percent of the net profit will be transferred to the statutory reserve.

The deduction ceases to be compulsory when the statutory reserve amounts to one tenth of the issued capital but must be resumed till the reserve fund is entirely reconstituted if, at any time and for any reason whatever, it has broken into.

The partners shall determine the allocation of the balance of the annual net profits. They may decide on the payment of a dividend, to transfer the balance to a reserve account, or to carry it forward in accordance with the applicable legal provisions.

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

(i) the board of managers must draw up interim accounts;

(ii) the interim accounts must show that sufficient profits and other reserves (including share premium) are available for distribution; it being understood that the amount to be distributed may not exceed the profits made since the end of the last financial year for which the annual accounts have been approved, if any, increased by profits carried forward and distributable reserves, and reduced by losses carried forward and sums to be allocated to the legal reserve;

(iii) within two (2) months of the date of the interim accounts, the board of managers must resolve to declare the interim dividends and allow the distribution of such interim dividends (in cash or in kind) as the board of managers deems appropriate; and

(iv) taking into account the assets of the Company, the rights of the Company's creditors must not be threatened by the distribution of an interim dividend.

If the interim dividends paid exceed the distributable profits at the end of the financial year, the shareholders must refund the excess to the Company.".

Expenses

The expenses, costs, remunerations or charges in any form whatsoever, which shall be borne by the company as a result of the present deed, are estimated at approximately one thousand one hundred Euro.

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Declaration

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

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

The document having been read to the attorney, known to the notary by his surname, Christian name, civil status and residence, the attorney signed together with us, the notary, the present original deed.

Suit la traduction en langue française du texte qui précède:

L'an deux mille quinze, le huit décembre.

Par-devant Maître Jean SECKLER, notaire de résidence à Junglinster (Grand-Duché de Luxembourg),

A COMPARU:

PCC Finance Luxembourg S.à r.l., une société à responsabilité limitée organisée et existant valablement selon les lois du Grand-Duché de Luxembourg, ayant son siège social à L-2538 Luxembourg, 1, rue Nicolas Simmer, Grand-Duché du Luxembourg, enregistrée auprès du Registre de Commerce et des Sociétés sous la section B numéro 95820,

représentée par Madame Cristiana VALENT, employée, en vertu d'une procuration sous seing privé.

Laquelle procuration, après avoir été signée “ne varietur” par le notaire et la mandataire, restera annexée au présent acte avec lequel elle sera enregistrée.

Laquelle comparante, par son mandataire, a requis le notaire instrumentaire d'acter ce qui suit:

que la comparante est la seule et unique associée actuelle de la société à responsabilité limitée "SPS International S.à r.l.", ayant son siège social à L-2453 Luxembourg, 6, rue Eugène Ruppert, Grand-Duché de Luxembourg, enregistrée auprès du Registre de Commerce et des Sociétés sous la section B numéro 67164, constituée par acte de Maître Joseph ELVINGER, notaire de résidence à Luxembourg (Grand-Duché de Luxembourg), en date du 17 novembre 1998, publié au Mémorial C, Recueil des Sociétés et Associations numéro 62 du 2 mars 1999 et dont les statuts ont été modifiés par-devant Maître Henri HELLINCKX, notaire de résidence à Luxembourg (Grand- Duché de Luxembourg), le 6 mai 2014, publié au Mémorial C, Recueil des Sociétés et Associations numéro 2221 du 21 août 2014,

et que la comparante a pris les résolutions suivantes:

Première résolution

La comparante décide de modifier l'article 16 des statuts qui aura dorénavant la teneur suivante:

« **Art. 16.** L'excédent favorable du compte de profits et pertes, après déduction des frais, charges et amortissements et provisions, constitue le bénéfice net de la Société.

Chaque année, cinq pour cent du bénéfice net seront affectés à la réservé légale.

Ces prélèvements cesseront d'être obligatoires lorsque la réserve légale aura atteint un dixième du capital social, mais devront être repris jusqu'à entière reconstitution, si à un moment donné et pour quelque raison que ce soir, le fonds de réserve se trouve entamé.

Les associés décident de l'affectation du solde des bénéfices nets annuels. Ils peuvent allouer ce bénéfice au paiement d'un dividende, l'affecter à un compte de réserve ou le reporter en respectant les dispositions légales applicables.

Des dividendes intérimaires peuvent être distribués à tout moment, aux conditions suivantes:

(i) des comptes intérimaires doivent être établis par le conseil de gérance;

(ii) ces comptes intérimaires doivent montrer que des bénéfices et autres réserves (en ce compris la prime d'émission) suffisants sont disponibles pour une distribution; étant entendu que le montant à distribuer ne peut excéder le montant des bénéfices réalisés depuis la fin du dernier exercice social dont les comptes annuels ont été approuvés, le cas échéant, augmenté des bénéfices reportés et des réserves distribuables, et réduit par les pertes reportées et les sommes à affecter à la réserve légale;

(iii) dans les deux (2) mois suivant la date des comptes intérimaires, le conseil de gérance doit décider de déclarer des dividendes intérimaires et permettre la distribution de ces dividendes intérimaires (en numéraire ou en nature) comme le conseil de gérance le jugera approprié; et

(iv) en prenant en considération les actifs de la Société, les droits des créanciers de la Société ne doivent pas être menacés par la distribution des dividendes intérimaires.

Si les dividendes intérimaires distribués excèdent les bénéfices distribuables à la fin de l'exercice social, les associés doivent reverser le trop perçu à la Société.».

Frais

Tous les frais et honoraires incombant à la société à raison des présentes sont évalués à la somme de mille cent Euros.

SERVICE CENTRAL DE LÉGISLATION
LUXEMBOURG

Déclaration

Le notaire soussigné qui comprend et parle l'anglais et le français, constate par les présentes qu'à la requête de la personne comparante, le présent acte est rédigé en anglais suivi d'une traduction française, à la requête de la même personne comparante et en cas de divergences entre le texte anglais et français, la version anglaise fera foi.

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

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

Signé: Cristiana VALENT, Jean SECKLER.

Enregistré à Grevenmacher Actes Civils, le 10 décembre 2015. Relation GAC/2015/10829. Reçu soixante-quinze euros 75,00 €

Le Receveur (signé): G. SCHLINK.

Référence de publication: 2015201221/116.

(150226029) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 décembre 2015.

Spica S.A., Société Anonyme.

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

R.C.S. Luxembourg B 90.430.

CLÔTURE DE LIQUIDATION

L'an deux mille quinze, le douze novembre,

pardevant Maître Martine DECKER, notaire de résidence à Hesperange,

s'est tenue

une Assemblée Générale Extraordinaire (l'«Assemblée») des actionnaires de SPICA S.A. en liquidation (la «Société»), une société anonyme de droit luxembourgeois ayant son siège social au 11B boulevard Joseph II, L-1840 Luxembourg, immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 90.430, constituée suivant un acte de Maître Alphonse LENTZ, alors notaire de résidence à Remich, en date du 12 décembre 2002, publié au Mémorial C, Recueil des Sociétés et Associations numéro 107 du 4 février 2003, acte modifié par le même notaire en date du 27 septembre 2004, publié au Mémorial C, Recueil des Sociétés et Associations numéro 1233 du 1 er décembre 2004.

mise en liquidation par acte du notaire instrumentant en date du 9 octobre 2015, en cours de publication au Mémorial C, Recueil des Sociétés et Associations.

L'Assemblée est ouverte à 13.15 heures sous la présidence de Maître Véronique WAUTHIER, Avocat à la Cour, avec adresse professionnelle au 10 rue Pierre d'Aspelt, L-1142 Luxembourg, qui désigne en tant que secrétaire Madame Delphine GOERGEN, employée privée, avec adresse professionnelle au 10 rue Pierre d'Aspelt, L-1142 Luxembourg.

L'Assemblée désigne en tant que scrutatrice Madame Sabine COLIN, employée privée, avec adresse professionnelle au 10 rue Pierre d'Aspelt, L-1142 Luxembourg.

Le bureau ayant ainsi été constitué, la Présidente déclare et demande au notaire d'acter ce qui suit:

I. Que l'ordre du jour de l'Assemblée est le suivant:

Ordre du jour:

1. Rapport du commissaire-vérificateur;
2. Approbation des comptes de liquidation;
3. Décharge au liquidateur et au commissaire-vérificateur;
4. Clôture de la liquidation;
5. Désignation de l'endroit où les livres et documents seront déposés et conservés pour une durée de 5 ans;
6. Divers.

II. Que les actionnaires représentés, leurs mandataires ainsi que le nombre d'actions qu'ils détiennent sont indiqués sur une liste de présence. Cette liste de présence, après avoir été signée «ne varietur» par les mandataires des actionnaires représentés ainsi que les membres du bureau et le notaire instrumentant, restera annexée au présent procès-verbal pour être soumise avec lui aux formalités de l'enregistrement.

Resteront pareillement annexées aux présentes les procurations des actionnaires représentés, après avoir été signées «ne varietur» par les comparantes et le notaire instrumentant.

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

IV. Qu'en conséquence, la présente Assemblée est régulièrement constituée et peut délibérer valablement sur les points portés à l'ordre du jour.

SERVICE CENTRAL DE LÉGISLATION
LUXEMBOURG

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

Première résolution

L'Assemblée décide d'approuver le rapport du commissaire-vérificateur soumis à l'Assemblée, qui, après avoir été signé «ne varietur» par les comparantes, restera annexé au présent procès-verbal.

Deuxième résolution

L'Assemblée adopte les comptes de liquidation et donne décharge pleine et entière au liquidateur et au commissaire-vérificateur. L'Assemblée donne tous pouvoirs au liquidateur après expiration de son mandat pour payer les dettes restantes, pour signer et envoyer les déclarations d'impôts qui devront être remplies avec les autorités fiscales, pour recouvrer toute créance résiduelle après la liquidation de la Société et pour distribuer les bonis de liquidation aux actionnaires; pour signer et remplir tous les documents nécessaires pour la fermeture de la liquidation.

Troisième résolution

L'Assemblée décide que la liquidation de la Société est en conséquence à considérer comme close et que les livres et documents de la Société seront conservés pendant une durée de cinq ans à partir du jour de la liquidation au siège social.

Plus rien ne figurant à l'ordre du jour, l'Assemblée a été clôturée à 13.30 heures.

Frais

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

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

Lecture du présent acte faite et interprétation donnée aux comparantes toutes connues du notaire instrumentant par leurs nom, prénom usuel, état et demeure, elles ont toutes signé avec le notaire soussigné, le présent acte.

Signé: V. Wauthier, D. Goergen, S. Colin, M. Decker.

Enregistré à Luxembourg Actes Civils 1, le 13 novembre 2015. Relation: 1LAC/2015/35951. Reçu soixante-quinze euros 75,00 €

Le Receveur (signé): Paul Molling.

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

Hesperange, le 11 décembre 2015.

Référence de publication: 2015201220/70.

(150226421) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 décembre 2015.

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

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

R.C.S. Luxembourg B 31.745.

Extrait des résolutions prises lors de l'Assemblée Générale Extraordinaire du 30 novembre 2015

- Les démissions des Administrateurs, Monsieur Jean-Charles THOUAND, Monsieur Koen LOZIE et la société PACBO EUROPE Administration et Conseil, représentée par Monsieur Patrice CROCHET, sont acceptées.

- Monsieur Jean-Hugues DOUBET, employé privé, demeurant professionnellement au 412F, route d'Esch, L-2086 Luxembourg, Monsieur Vito MARINELLI, employé privé, demeurant professionnellement au 412F, route d'Esch, L-2086 Luxembourg, et Monsieur Francesco CAVALLINI, employé privé, demeurant professionnellement au 412F, route d'Esch, L-2086 Luxembourg, sont nommés nouveaux Administrateurs en remplacement des Administrateurs démissionnaires. Leurs mandats viendront à échéance à l'issue de l'Assemblée Générale qui statuera sur les comptes annuels au 31.12.2015.

- La démission du Commissaire aux Comptes, Monsieur Pierre SCHILL, est acceptée.

- La société FIN-CONTROLE S.A., société anonyme ayant son siège social au 12, Rue Guillaume Kroll, bâtiment F, L-1882 Luxembourg, est nommée comme nouveau Commissaire aux Comptes en remplacement du Commissaire aux Comptes démissionnaire. Son mandat viendra à échéance à l'issue de l'Assemblée Générale qui statuera sur les comptes annuels au 31.12.2015.

- Le siège social de la société est transféré au 412F, Route d'Esch, L-2086 Luxembourg avec effet immédiat.

Fait à Luxembourg, le 30 novembre 2015.

Certifié sincère et conforme

Administration et Conseil

Référence de publication: 2015201274/24.

(150225319) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 décembre 2015.

SERVICE CENTRAL DE LÉGISLATION
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e-conomic international MidCo S.à r.l., Société à responsabilité limitée.

Capital social: DKK 86.694.240,00.

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

R.C.S. Luxembourg B 178.313.

EXTRAIT

Suite à la scission de la société TFCE Invest ApS en date du 19 Octobre 2015, les parts sociales détenues dans la Société (30,817 parts sociales ordinaires et 2,743,219 parts sociales préférentielles de catégorie A) ont été transférées de la manière suivante:

- 17,972 parts sociales ordinaires
- 1,599,797 parts sociales préférentielles de catégorie A

à Pisa Invest ApS, une société ayant son siège social au Fredens Allé 10, 5250 Odense SV et immatriculée sous le numéro 37225754.

- 12,845 parts sociales ordinaires
- 1,143,422 parts sociales préférentielles de catégorie A

à Christian Estrup Management ApS, une société ayant son siège social au 18 Noddevej, 3650 Olstykke et immatriculée sous le numéro 37225762.

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

Luxembourg.

Référence de publication: 2015201321/22.

(150226139) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 décembre 2015.

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

Capital social: EUR 12.500,00.

Siège social: L-1273 Luxembourg, 19, rue de Bitbourg.

R.C.S. Luxembourg B 201.287.

Il résulte d'un contrat de transfert de parts sociales, signé en date du 9 décembre 2015, que l'associée unique de la Société, Madame Jeong-Ran LEE, a transféré la totalité des 12.500 parts sociales qu'elle détenait dans la Société à:

- Lateral LuxHoldCo1 S.C.Sp, une société en commandite spéciale, constituée et régie selon les lois du Grand-Duché de Luxembourg, ayant son siège social à l'adresse suivante: 19, rue de Bitbourg, L-1273 Luxembourg, en cours d'immatriculation auprès du Registre de Commerce et des Sociétés de Luxembourg.

Les parts sociales de la Société sont désormais réparties comme suit:

Lateral LuxHoldCo1 S.C.Sp . . . . 12.500 parts sociales

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

Luxembourg, le 11 décembre 2015.

Hustet S.à r.l.
Signature

Référence de publication: 2015201676/19.

(150226252) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 décembre 2015.

S.D.D.T. Lux S.à r.l., Société à responsabilité limitée.

Siège social: L-9907 Troisvierges, 76, route Asselborn.

R.C.S. Luxembourg B 179.728.

Les comptes annuels arrêtés 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.

S.D.D.T. Lux S.à r.l.
Société à responsabilité limitée

Référence de publication: 2016008692/13.

(160007799) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 janvier 2016.

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Pharmapath Sàrl, Société à responsabilité limitée.

Capital social: EUR 47.050,61.

Siège social: L-1882 Luxembourg, 3/a, rue Guillaume Kroll.

R.C.S. Luxembourg B 100.899.

EXTRAIT

Il résulte de la résolution du conseil de gérance de la Société PHARMAPATH SARL prise au siège social le 24 Novembre 2015 que le siège social de la société PHARMAPATH SARL a été transféré au 3/a rue Guillaume Kroll, L-1882 Luxembourg, Grand-Duché de Luxembourg, avec effet immédiat.

Pour extrait conforme
Pour la société
PHARMAPATH SARL

Référence de publication: 2015201080/14.

(150225274) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 décembre 2015.

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

Capital social: EUR 66.517.606,00.

Siège social: L-2449 Luxembourg, 28, boulevard Royal.

R.C.S. Luxembourg B 162.695.

Il résulte de l'assemblée générale extraordinaire de l'associé unique de la Société tenue le 11 décembre 2015, que l'associé a décidé de prononcer la clôture de la liquidation de la Société.

Les livres et documents sociaux de la Société seront déposés et conservés pendant une durée de cinq ans auprès de DHC Luxembourg V S.à r.l., avec siège social au 28, Boulevard Royal, L-2449 Luxembourg.

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

Luxembourg, le 11 décembre 2015.
Pour la Société
TMF Luxembourg S.A.
Signatures
Signataire autorisé

Référence de publication: 2015201529/18.

(150226816) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 décembre 2015.

BBI (Beyond Business Intelligence) Sàrl, Société à responsabilité limitée.

Siège social: L-9980 Wilwerdange, 44, Hauptstrooss.

R.C.S. Luxembourg B 174.014.

Les comptes annuels 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: 2016050094/9.

(160007162) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 janvier 2016.

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

Siège social: L-1143 Luxembourg, 2, rue Astrid.

R.C.S. Luxembourg B 147.309.

Les comptes annuels 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: 2016050095/9.

(160007183) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 janvier 2016.

SERVICE CENTRAL DE LÉGISLATION
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Adurion Real Estate Lux SA, Société Anonyme.

Siège social: L-2220 Luxembourg, 681, rue de Neudorf.

R.C.S. Luxembourg B 132.807.

Les comptes annuels au 17 décembre 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.

Référence de publication: 2016050029/9.

(160007308) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 janvier 2016.

A.T.R. S.A., Advisory Technology Ressources S.A., Société Anonyme.

Siège social: L-7557 Mersch, 31, rue Mies.

R.C.S. Luxembourg B 92.153.

Les comptes annuels 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: 2016050030/9.

(160007151) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 janvier 2016.

Aethos Holding S.A., Société Anonyme.

Siège social: L-1134 Luxembourg, 22, rue Charles Arendt.

R.C.S. Luxembourg B 167.967.

Les comptes annuels 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: 2016050032/9.

(160007281) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 janvier 2016.

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.

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

Capital social: EUR 25.902.725,00.

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

R.C.S. Luxembourg B 202.207.

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

Capital social: EUR 7.757.150,00.

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

R.C.S. Luxembourg B 202.206.

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

Capital social: EUR 1.000.000,00.

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

R.C.S. Luxembourg B 202.208.

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

Capital social: EUR 1.000.000,00.

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

R.C.S. Luxembourg B 202.254.

In the year two thousand and fifteen, on the thirtieth day of the month of November,

before us, Maître Cosita DELVAUX, notary residing in Luxembourg, Grand Duchy of Luxembourg,

was held

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an extraordinary general meeting (the "Meeting") of the shareholders of Cidra S.à r.l., a société à responsabilité limitée having its registered office at 1-3, boulevard de la Foire, L-1528 Luxembourg, Grand Duchy of Luxembourg, registered with the Registre de Commerce et des Sociétés in Luxembourg (the "RCS") under number B 119.205, with a share capital of EUR 5,846,975.-, incorporated under the laws of the Grand Duchy of Luxembourg by deed of Me Jacques Delvaux, then notary residing in Luxembourg, Grand Duchy of Luxembourg, on 11 August 2006, published in the Mémorial C, Recueil des Sociétés et Associations (the "Mémorial") number 1922 of 12 October 2006 (the "Company").

The articles of incorporation of the Company were amended for the last time by deed of Me Martine Schaeffer, notary residing in Luxembourg, Grand Duchy of Luxembourg on 5 November 2010, published in the Mémorial number 2825 of 23 December 2010.

The Meeting was presided by Me Clémence PERSONNE, Maître en droit, residing in Luxembourg.

There was appointed as secretary and scrutineer Me Alexandre Pel, Maître en droit, residing in Luxembourg.

The chairman declared and requested the undersigned notary to state that:

1. The shareholders of the Company represented and the number of shares held by each of them are shown on an attendance list signed by the proxyholder, the chairman, the secretary and scrutineer and the undersigned notary. The said list as well as the proxies received from the shareholders of the Company will be attached to the present minutes.

As it appeared from the said attendance list, all the shares in issue in the Company were represented at the Meeting and the shareholders of the Company declared that they had prior knowledge of the agenda of the Meeting and waived their rights to any prior convening notice thereof so that the Meeting was validly constituted and able to validly decide on all the items on the agenda.

2. The board of managers of the Company decided at its meeting held on 8 October 2015 (the "Board Meeting") to propose to the shareholders of the Company, subject to the conditions set forth in the Demerger Proposal (as defined below), to proceed to the demerger of the Company by incorporation of new companies (scission par constitution de nouvelles sociétés), as permitted by Articles 288 and 307 of the Luxembourg law of 10 August 1915 on commercial companies, as amended (the "Company Law"), through the transfer, without dissolution, of part of its assets and liabilities (as described below) to the New Companies in exchange for the allocation to the shareholders of the Company of shares of the New Companies (as such terms are defined below).

The board of managers of the Company approved at the Board Meeting the demerger proposal of the Company (the "Demerger Proposal") which had been published on 26 October 2015 in the Mémorial numbers 2925 and 2926 in accordance with Article 290 of the Company Law.

3. The items on which resolutions are to be passed are as follows:

Agenda

A. Presentation of the demerger proposal of the Company (the "Demerger Proposal") issued by the Company and including the information on the demerger of the Company and inter alia the exchange ratio and the rights granted to the parties, and which also includes the draft of the articles of incorporation of the companies to be incorporated;

B. (i) Acknowledgement of the realisation of the Condition Precedent (as defined in the Demerger Proposal), approval of the Demerger Proposal, and acknowledgement and approval of the changes and clarifications made to the list of assets and liabilities contained in the Demerger Proposal in accordance with Article 293 of the Luxembourg Law of 10 August 1915 on commercial companies, as amended (the "Company Law"), (ii) decision to proceed to the demerger of the Company by incorporation of new companies (scission par constitution de nouvelles sociétés), according to Articles 288 and 307 of the Company Law by the transfer of part of the assets and liabilities of the Company to four (4) new companies (to be incorporated under the names of NHC Holding S.à r.l., NHCC S.à r.l., NHCD S.à r.l. and NHCE S.à r.l.) (hereinafter referred to as the "New Companies") in exchange for the allocation to the shareholders of the Company of shares of the New Companies in the proportion set forth in the table below (the "Demerger"):

Subscribers	Number of shares subscribed
Apax WW Nominees Ltd	- 1,036,109 issued by NHC Holding S.à r.l. and in particular 500 ordinary shares, 103,561 preference shares in each class A to I (preference shares) and 103,560 preference shares of class J (preference shares); and - 310,286 issued by NHCC S.à r.l. and in particular 500 ordinary shares, 30,979 preference shares in each class A to F (preference shares) and 30,978 preference shares in each class G to J (preference shares)
FPCI Apax France VII	19,926 issued by NHCD S.à r.l. and in particular 249 ordinary shares, 1,967 preference shares in each class A to C (preference shares) and 1,968 preference shares in each class D to J (preference shares)
Altamir SCA	19,924 issued by NHCD S.à r.l. and in particular 249 ordinary shares, 1,967 preference shares in each class A to E (preference shares) and 1,968 preference shares in each class F to J (preference shares)

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Capri SC	150 issued by NHCD S.à r.l. and in particular 2 ordinary shares, 15 preference shares in each class A to H (preference shares) and 14 preference shares in each class I to J (preference shares)
Nordic Capital VI Limited (Nordic Capital VI Alpha L.P)	18,025 issued by NHCE S.à r.l. and in particular 229 ordinary shares, 1,978 preference shares in each class A to C (preference shares) and 1,977 preference shares in each class D to I (preference shares)
Nordic Capital VI Limited (Nordic Capital VI Beta L.P)	21,175 issued by NHCE S.à r.l. and in particular 269 ordinary shares, 2,323 preference shares in each class A and C to I (preference shares) and 2,322 preference shares of class B (preference shares)
NC VI Limited	500 issued by NHCE S.à r.l. and in particular 6 ordinary shares, 54 preference shares of class A and 55 preference shares in each class B to I (preference shares)
Nordic Industries Limited	300 issued by NHCE S.à r.l. and in particular 4 ordinary shares, 33 preference shares in each class A, B and D to I (preference shares) and 32 of class C (preference shares)

(iii) and approval of the articles of incorporation of the New Companies substantially in the form provided for in the Demerger Proposal;

C. Acknowledgement of the effective date of the Demerger;

D. Miscellaneous.

4. The provisions of the Company Law in relation to the Demerger have been fulfilled:

a) publication on 26 October 2015 of the Demerger Proposal in the Mémorial numbers 2925 and 2926, being at least one month before the date of the present Meeting which is to resolve on the Demerger Proposal and the Demerger;

b) deposit of the documents required by Article 295 of the Company Law at the registered office of the companies involved in the Demerger (i.e. the Company) at least one month before the date of the general meeting called to decide on the Demerger Proposal (i.e. the present Meeting), except for the reports and statements listed in Article 295 c) to e) of the Company Law, which were waived by the shareholders of the Company in accordance with Article 296 of the Company Law by way of written shareholders' resolutions passed on 21 October 2015.

After due deliberation, the Meeting resolved as follows:

First resolution

The Meeting declared having appropriate and sufficient knowledge of the Demerger Proposal issued by the Company and including the information on the Demerger and inter alia the exchange ratio and the rights granted to the parties, and which also includes the draft of the articles of incorporation of the New Companies.

Second resolution

The Meeting noted that the Demerger Proposal had been approved by the board of managers of the Company at the Board Meeting and had been published on 26 October 2015 in the Mémorial numbers 2925 and 2926 in accordance with Article 290 of the Company Law.

The Meeting noted that the Demerger was subject to the completion of the Condition Precedent (as defined in the Demerger Proposal) being 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”) carried out by the incorporation of a new private limited liability company (société à responsabilité limitée) (scission par constitution d'une nouvelle société) 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 was filed with the RCS and published in the Mémorial of 26 October 2015 number 2930. The Meeting confirmed having received evidence of the completion of the Cidra Holding Demerger.

The Meeting resolved to approve and ratify the Demerger Proposal in all its provisions and in its entirety, without any exception or reserves.

The Meeting acknowledged having been informed by the board of managers of the Company in accordance with Article 293 of the Company Law of the changes and clarifications to the list of assets and liabilities contained in the Demerger Proposal, such changes and clarifications resulting mainly (i) from the change of the cash amounts to be transferred to the New Companies and (ii) from the clarification (further to the Cidra Holding Demerger) of the number and class of CPECs (as defined in the Demerger Proposal) of CADRI S.à r.l. to be transferred to the New Companies and then of the number and class of CPECs issued by the Company to be transferred to the New Companies.

The Meeting resolved to acknowledge and approve the following amendments to the list of assets and liabilities contained in the Demerger Proposal and to approve as final list of the divested assets and liabilities the items set forth in Schedule 1 (Divested Assets) and in Schedule 2 (Divested Liabilities) (being together referred as the “Divested Assets and Liabilities”).

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As a result of the amendments and clarifications to the list of assets and liabilities described in Schedules 1 and 2, the Meeting resolved to approve:

- the new share exchange ratio being the transfer from the Company to the New Companies of the Divested Assets and Liabilities in consideration for:

(i) the issue by NHC Holding S.à r.l. of one million thirty-six thousand one hundred and nine (1,036,109) shares in the proportion set forth in the table above (under item B. of the Agenda), each having a nominal value of twenty-five Euro (€ 25), to Apax WW Nominees Limited together with a share premium of an amount of twenty-four Euro and seventy-seven cent (€ 24.77),

(ii) the issue by NHCC S.à r.l. of three hundred and ten thousand two hundred and eighty-six (310,286) shares in the proportion set forth in the table above (under item B. of the Agenda), each having a nominal value of twenty-five Euro (€ 25), to Apax WW Nominees Limited together with a share premium of an amount of seventeen Euro and ninety-seven cent (€ 17,97),

(iii) the issue by NHCD S.à r.l. of (a) nineteen thousand nine hundred and twenty-six (19,926) shares in the proportion set forth in the table above (under item B. of the Agenda), each having a nominal value of twenty-five Euro (€ 25), to FPCI Apax France VII, (b) nineteen thousand nine hundred and twenty-four (19,924) shares, each having a nominal value of twenty-five Euro (€ 25), to Altamir SCA, (c) one hundred and fifty (150) shares, each having a nominal value of twenty-five Euro (€ 25), to Capri SC, together with a share premium of an amount of seven million two hundred and twenty-nine thousand eight hundred and seventy-seven Euro and fifteen cent (€ 7,229,877.15); and

(iv) the issue by NHCE S.à r.l. of (a) three hundred (300) shares in the proportion set forth in the table above (under item B. of the agenda), each having a nominal value of twenty-five Euro (€ 25), to Nordic Industries Limited, (b) five hundred (500) shares, each having a nominal value of twenty-five Euro (€ 25), to NC VI Limited, (c) eighteen thousand twenty five (18,025) shares, each having a nominal value of twenty-five Euro (€ 25), to 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 (d) twenty-one thousand one hundred and seventy-five (21,175) shares, each having a nominal value of twenty-five Euro (€ 25), to Nordic Capital VI Limited acting in in its capacity as general partner and for and on behalf of Nordic Capital VI Beta L.P., together with a share premium of an amount of thirty-one million nine hundred and eleven thousand eight hundred and thirty-three Euro and ninety-five cent (€ 31,911,833.95);

- the clarifications as described above and in Schedules 1 and 2 to the Divested Assets and Liabilities;

- the final valuation of the divested assets representing:

(i) for the shares issued by CADRI S.à r.l., (x) the market value of all the shares 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 27 November 2015 less (y) the nominal value of the CPECs of class C of CADRI S.à r.l. plus capitalised interest and yield attached thereto as at midnight on 29 November 2015 (as described in Schedule 1), representing an aggregate amount of seventy-four million seven hundred and twenty-five thousand three hundred and fifteen Euro and fourteen cent (€74,725,315.14); and

(ii) for the CPECs of class C of CADRI S.à r.l., their nominal value plus capitalised interest and yield attached thereto as at midnight on 29 November 2015 (as described in Schedule 1), representing an aggregate amount of four hundred and twenty-three million four hundred and forty-three thousand four hundred and fifty-two Euro and fifty cent (€423,443,452.50);

representing, in addition to the cash to be transferred to each of the New Companies as set forth in Schedule 1 (Divested Assets), an aggregate amount of four hundred and ninety-eight million six hundred and seventy-seven thousand five hundred and twenty-five Euro and sixty-four cent (€498,677,525.64) and in particular an aggregate amount of one hundred and seventy-two million six hundred and eighty-four thousand nine hundred and ninety-eight Euro and forty-seven cent (€172,684,998.47) allocated to NHC Holding S.à r.l., an aggregate amount of fifty-one million seven hundred and fourteen thousand four hundred and fifty-three Euro and eleven cent (€51,714,453.11) allocated to NHCC S.à r.l., an aggregate amount of fifty-four million eight hundred and sixty-five thousand eight hundred and forty-seven Euro and sixty-four cent (€54,865,847.64) allocated to NHCD S.à r.l. and an aggregate amount of two hundred and nineteen million four hundred and twelve thousand two hundred and twenty-six Euro and forty-two cent (€219,412,226.42) allocated to NHCE S.à r.l.; and

- the final valuation of the divested liabilities, being the CPECs class C issued by the Company, at their nominal value plus capitalised interest and yield attached thereto as at midnight on 29 November 2015, representing an aggregate amount of four hundred and twenty-three million eight hundred and seventy-five thousand eight hundred and ninety-six Euro and eighty cent (€423,875,896.80) and in particular an aggregate amount of one hundred and forty-six million seven hundred and eighty-two thousand two hundred and forty-eight Euro and seventy cent (€146,782,248.70) allocated to NHC Holding S.à r.l., an aggregate amount of forty-three million nine hundred and fifty-seven thousand two hundred and eighty-five Euro and fourteen cent (€43,957,285.14) allocated to NHCC S.à r.l., an aggregate amount of forty-six million six hundred and thirty-five thousand nine hundred seventy Euro and forty-nine cent (€46,635,970.49) allocated to NHCD S.à r.l. and an aggregate amount of one hundred and eighty-six million five hundred thousand three hundred and ninety-two Euro and forty-seven cent (€186,500,392.47) allocated to NHCE S.à r.l.

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The Meeting resolved to approve and realise the Demerger by incorporation of the New Companies, without dissolution of the Company through the transfer of part of its assets and liabilities (as detailed in the Demerger Proposal and hereabove) in exchange for the allocation to the shareholders of shares in the relevant New Companies in the proportion set forth in the table above (under item B. of the agenda) and the conditions of issue of the new shares all in accordance with the exchange ratio as amended in the present resolutions, without exception and reserves, to the shareholders of the Company in accordance with the allocation principles and modalities set forth in the Demerger Proposal and hereabove.

The Meeting also acknowledged and noted that as a result of the Demerger, the Company transferred the divested liabilities to the New Companies which became de jure the new debtors thereof towards the holders of the CPECs. Hence a change of debtor occurred at the level of the divested liabilities which are now owed to the holders of CPECs by the New Companies instead of the Company.

Third resolution

The Meeting noted that from an accounting point of view and from a legal perspective, the Demerger will be effective as from the date hereof without prejudice to the provisions of Article 302 of the Company Law regarding the effects of the division towards third parties, in accordance with the allocation of the Divested Assets and Liabilities to the New Companies as provided for in the Demerger Proposal and the present deed.

The shares of the New Companies shall carry the right to participate in any distribution of profits as from the date hereof.

As a consequence of the above resolutions, the shareholders resolved to request the notary to incorporate the New Companies.

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.

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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-five million nine hundred two thousand seven hundred and twenty-five Euro (EUR 25,902,725) represented by five hundred (500) ordinary shares (the "Ordinary Shares") and one hundred three thousand five hundred and sixty-one (103,561) class A preferred shares (the "Class A Preferred Shares"), one hundred three thousand five hundred and sixty-one (103,561) class B preferred shares (the "Class B Preferred Shares"), one hundred three thousand five hundred and sixty-one (103,561) class C preferred shares (the "Class C Preferred Shares"), one hundred three thousand five hundred and sixty-one (103,561) class D preferred shares (the "Class D Preferred Shares"), one hundred three thousand five hundred and sixty-one (103,561) class E preferred shares (the "Class E Preferred Shares"), one hundred three thousand five hundred and sixty-one (103,561) class F preferred shares (the "Class F Preferred Shares"), one hundred three thousand five hundred and sixty-one (103,561) class G preferred shares (the "Class G Preferred Shares"), one hundred three thousand five hundred and sixty-one (103,561) class H preferred shares (the "Class H Preferred Shares"), one hundred three thousand five hundred and sixty-one (103,561) class I preferred shares (the "Class I Preferred Shares") and one hundred three thousand five hundred and sixty (103,560) 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 one million thirty-six thousand one hundred nine (1,036,109) 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

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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, e-mail 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

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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.

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	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 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

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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 seven hundred fifty-seven thousand one hundred fifty Euro (EUR 7,757,150) represented by five hundred (500) ordinary shares (the “Ordinary Shares”) and thirty thousand nine hundred and seventy-nine (30,979) class A preferred shares (the “Class A Preferred Shares”), thirty thousand nine hundred and seventy-nine (30,979) class B preferred shares (the “Class B Preferred Shares”), thirty thousand nine hundred and seventy-nine (30,979) class C preferred shares (the “Class C Preferred Shares”), thirty thousand nine hundred and seventy-nine (30,979) class D preferred shares (the “Class D Preferred Shares”), thirty thousand nine hundred and seventy-nine (30,979) class E preferred shares (the “Class E Preferred Shares”), thirty thousand nine hundred and seventy-nine (30,979) class F preferred shares (the “Class F Preferred Shares”), thirty thousand nine hundred and seventy-eight (30,978) class G preferred shares (the “Class G Preferred Shares”), thirty thousand nine hundred and seventy-eight (30,978) class H preferred shares (the “Class H Preferred Shares”), thirty thousand nine hundred and seventy-eight (30,978) class I preferred shares (the “Class I Preferred Shares”) and thirty thousand nine hundred and seventy-eight (30,978) 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 three hundred and ten thousand two hundred and eighty-six (310,286) 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”).

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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, e-mail 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.

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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.

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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.

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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 to.

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

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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:

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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.

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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, e-mail 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.

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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;

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- 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.

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ARTICLES OF ASSOCIATION 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 name is NHCE S.à r.l. (hereafter the "Company").

The Company is incorporated under and governed by the laws of the Grand Duchy of Luxembourg, in particular the law dated 10 August 1915, on commercial companies, as amended (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 eightyeight (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

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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;

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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.

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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

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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 in judicial 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.

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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) (réviseur (s) 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 agréé) 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).

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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) setup 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. Reference to the law. Reference is made to the provisions of the Law for all matters for which there are no specific provisions in these Articles.

Share capital of the new companies

The share capital of NHC Holding S.à r.l. of twenty-five million nine hundred and two thousand seven hundred and twenty-five Euro (€ 25,902,725), represented by one million thirty-six thousand one hundred and nine (1,036,109) shares with a nominal value of twenty-five Euro (€ 25) each, and the related share premium, is constituted by the transfer to NHC Holding S.à r.l. of part of the net value of the assets and liabilities of the Company as set forth in the Demerger Proposal and hereabove (the “NHC Holding Divested Assets and Liabilities”).

The net value of the NHC Holding Divested Assets and Liabilities is valued based on the Demerger Proposal, on the pro forma accounts as at the date hereof, prepared by the board of managers of the Company and on the resolutions above at an amount of twenty-five million nine hundred and two thousand seven hundred and forty-nine Euro and seventy-seven cent (€25,902,749.77) being equal to the net equity value of NHC Holding S.à r.l. following its incorporation. The Meeting confirmed that it believes that the net value of the NHC Holding Divested Assets and Liabilities is at least equal to the value of the shares issued by NHC Holding S.à r.l. and the related share premium.

The share capital of NHCC S.à r.l. of seven million seven hundred and fifty-seven thousand one hundred and fifty Euro (€ 7,757,150), represented by three hundred and ten thousand two hundred and eighty-six (310,286) shares with a nominal value of twenty-five Euro (€ 25) each, and the related share premium, is constituted by the transfer to NHCC S.à r.l. of part of the net value of the assets and liabilities of the Company as set forth in the Demerger Proposal and hereabove (the “NHCC Divested Assets and Liabilities”).

The net value of the NHCC Divested Assets and Liabilities is valued based on the Demerger Proposal, on the pro forma accounts as at the date hereof, prepared by the board of managers of the Company and on the resolutions above at an amount of seven million seven hundred and fifty-seven thousand one hundred and sixty-seven Euro and ninety-seven cent (€7,757,167.97) being equal to the net equity value of NHCC S.à r.l. following its incorporation. The Meeting confirmed that it believes that the net value of the NHCC Divested Assets and Liabilities is at least equal to the value of the shares issued by NHCC S.à r.l. and the related share premium.

The share capital of NHCD S.à r.l. of one million Euro (€ 1,000,000), represented by forty thousand (40,000) shares with a nominal value of twenty-five Euro (€ 25) each, and the related share premium, is constituted by the transfer to NHCD S.à r.l. of part of the net value of the assets and liabilities of the Company as set forth in the Demerger Proposal and hereabove (the “NHCD Divested Assets and Liabilities”).

The net value of the NHCD Divested Assets and Liabilities is valued based on the Demerger Proposal, on the pro forma accounts as at the date hereof, prepared by the board of managers of the Company and on the resolutions above at an amount of eight million two hundred and twenty-nine thousand eight hundred and seventy-seven Euro and fifteen cent (€8,229,877.15) being equal to the net equity value of NHCD S.à r.l. following its incorporation. The Meeting confirmed

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that it believes that the net value of the NHCD Divested Assets and Liabilities is at least equal to the value of the shares issued by NHCD S.à r.l. and the related share premium.

The share capital of NHCE S.à r.l. of one million Euro (€ 1,000,000), represented by forty thousand (40,000) shares with a nominal value of twenty-five Euro (€ 25) each, and the related share premium, is constituted by the transfer to NHCE S.à r.l. of part of the net value of the assets and liabilities of the Company as set forth in the Demerger Proposal and hereabove (the "NHCE Divested Assets and Liabilities").

The net value of the NHCE Divested Assets and Liabilities is valued based on the Demerger Proposal, on the pro forma accounts as at the date hereof, prepared by the board of managers of the Company and on the resolutions above at an amount of thirty-two million nine hundred and eleven thousand eight hundred and thirty-three Euro and ninety-five cent (€32,911,833.95) being equal to the net equity value of NHCE S.à r.l. following its incorporation. The Meeting confirmed that it believes that the net value of the NHCE Divested Assets and Liabilities is at least equal to the value of the shares issued by NHCE S.à r.l. and the related share premium.

Extraordinary sole decision of NHC Holding S.à r.l

Apax WW Nominees Limited has forthwith taken immediately the following resolutions:

1. The following persons are appointed managers for an unlimited period of time:

A managers:

- Dieudonné Sebahunde, born on 15 October 1973 in Gafunzo-Cyangugu, Rwanda, having his private address at 242, rue de la Chevratte, 6730 Belgium, as A manager;

- Geoffrey Henry, born on 5 May 1972 in Chênée, Belgium, professionally residing at 1-3, Boulevard de la Foire, L-1528 Luxembourg, Grand Duchy of Luxembourg , as A manager;

B managers:

- François Felten, born on 25 December 1968 in Luxembourg, Grand Duchy of Luxembourg professionally residing at 2, place Winston Churchill, L-1340 Luxembourg, Grand Duchy of Luxembourg, as B manager;

- Isabelle Probstel, born on 30 January 1969 in Nancy, France, having her private address at 11, Possarstrasse, D-81679 München, Germany, as B manager.

2. The registered office is fixed at 1-3, Boulevard de la Foire, L-1528 Luxembourg, Grand Duchy of Luxembourg.

Extraordinary sole decision of NHCC S.à r.l

Apax WW Nominees Limited has forthwith taken immediately the following resolutions:

1. The following persons are appointed managers for an unlimited period of time:

A managers:

- Dieudonné Sebahunde, born on 15 October 1973 in Gafunzo-Cyangugu, Rwanda, having his private address at 242, rue de la Chevratte, 6730 Belgium, as A manager;

- Geoffrey Henry, born on 5 May 1972 in Chênée, Belgium, professionally residing at 1-3, Boulevard de la Foire, L-1528 Luxembourg, Grand Duchy of Luxembourg , as A manager;

B managers:

- François Felten, born on 25 December 1968 in Luxembourg, Grand Duchy of Luxembourg professionally residing at 2, place Winston Churchill, L-1340 Luxembourg, Grand Duchy of Luxembourg, as B manager;

- Isabelle Probstel, born on 30 January 1969 in Nancy, France, having her private address at 11, Possarstrasse, D-81679 Munich, Germany, as B manager.

2. The registered office is fixed at 1-3, Boulevard de la Foire, L-1528, Luxembourg, Grand Duchy of Luxembourg.

Extraordinary general meeting of NHCD S.à r.l

The shareholders of NHCD S.à r.l. (being FPCI Apax France VII, Altamir SCA and Capri SC) have forthwith taken immediately the following resolutions:

1. The following person is appointed as sole manager for an unlimited period of time:

Claude Rosevegue, born on 26 May 1947 in Paris, 12 ème arrondissement, France, having his private address at 9, rue Michel Deutsch, L-1670 Senningerberg. Grand Duchy of Luxembourg.

2. The registered office is fixed at 5, rue Guillaume Kroll L-1882 Luxembourg, Grand Duchy of Luxembourg.

Extraordinary general meeting of NHCE S.à r.l

The shareholders of NHCE S.à r.l. (being Nordic Industries Limited, NC VI Limited, 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 Nordic Capital VI Limited acting in in its capacity as general partner and for and on behalf of Nordic Capital VI Beta L.P.) have forthwith taken immediately the following resolutions:

1. The following persons are appointed managers for an unlimited period of time:

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A managers:

- Claes Johan Geijer, born on 15 June 1957 in Hedvig Eleonora, Stockholm, Sweden, professionally residing at 2, rue Siggy Vu Letzebuerg, L-1933 Luxembourg is appointed as manager of class A;

- Wilhelmina Von Alwyn Steenis, born on 29 August 1967 in Rotterdam, the Netherlands, professionally residing at 7A, rue Robert Stumper, L-2557 Luxembourg, Grand Duchy of Luxembourg is appointed as manager of class A.

B managers:

- Ganash Lokanathen, born on 5 July 1978 in Pahang, Malaysia, professionally residing at 7, rue Lou Hemmer L-1748 Luxembourg-Findel is appointed as manager of class B;

- Andreas Demmel, born on 11 April 1969 in Munich, Germany, professionally residing at Spaces Zuidas, Barbara Strozzilaan 201, 1083 HN Amsterdam, the Netherlands is appointed as manager of class B.

2. The registered office is fixed at 7, rue Lou Hemmer, L-1748 Luxembourg-Findel, Grand Duchy of Luxembourg.

Statements

The undersigned notary stated, in accordance with the provisions of Article 300 of the Company Law, the existence and the legality of the deeds and formalities of the demerger executed by the Company, and the Demerger Proposal.

Costs and expenses

The costs, expenses, remunerations or charges in any form whatsoever which shall be borne by the Company are estimated at EUR 12,000.-.

The undersigned notary who understands and speaks English acknowledges that, at the request of the appearing party, this deed is drafted in English, followed by a French translation; at the request of the same party, in case of discrepancies between the English and the French versions, the English version shall be prevailing.

Whereof, the present notarial deed was done in Luxembourg, on the day beforementionned.

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

Suit la traduction française du texte qui précède:

(N.B. Pour des raisons techniques, la version française est publiée au Mémorial C-N° 519 du 23 février 2016)

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

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

Signé: C. PERSONNE, A. PEL, C. DELVAUX.

Enregistré à Luxembourg Actes Civils 1, le 03 décembre 2015. Relation: 1LAC/2015/38390. Reçu soixante-quinze euros 75,00 €

Le Receveur (signé): P. MOLLING.

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

Luxembourg, le 11 décembre 2015. Me Cosita DELVAUX.

Référence de publication: 2015200620/1606.

(150225801) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 décembre 2015.

Editeur: Service Central de Législation, 43, boulevard F.-D. Roosevelt, L-2450 Luxembourg
Imprimeur: Association momentanée Imprimerie Centrale / Victor Buck