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° 1649 **8 juin 2016**

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SERVICE CENTRAL DE LÉGISLATION LUXEMBOURG

Wind Acquisition Finance S.A., Société Anonyme.

Siège social: L-2540 Luxembourg, 18-20, rue Edward Steichen.

R.C.S. Luxembourg B 109.825.

Les comptes annuels au 31 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.

Pour Wind Acquisition Finance S.A.
Un mandataire

Référence de publication: 2016091731/11.

(160060451) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 avril 2016.

Wellsford S.à r.l., Société à responsabilité limitée unipersonnelle.

Capital social: EUR 14.600.000,00.

Siège social: L-1882 Luxembourg, 7, rue Guillaume J. Kroll.

R.C.S. Luxembourg B 143.645.

Le gérant de WELLSRFORD SàRL informe le Registre de Commerce et des Sociétés de Luxembourg de l'actualisation des données concernant l'associé unique de la société, soit:

Lowell S.A., SPF

Ayant son siège social à L 1882 Luxembourg, rue Guillaume J. Kroll, 7.

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

Luxembourg, le 12 avril 2016.
Le gérant

Référence de publication: 2016091733/15.

(160060504) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 avril 2016.

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

Siège social: L-8041 Bertrange, 209, rue des Romains.

R.C.S. Luxembourg B 151.828.

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 12/04/2016.
G.T. Experts Comptables Sàrl
Luxembourg

Référence de publication: 2016091734/12.

(160060285) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 avril 2016.

Westside, Société Anonyme.

Siège social: L-1724 Luxembourg, 25, boulevard Prince Henri.

R.C.S. Luxembourg B 128.664.

Extrait des résolutions circulaires du Conseil d'Administration

Il résulte des résolutions circulaires du Conseil d'Administration:

Les administrateurs ont décidé de nommer, avec effet immédiat, l'actuel administrateur, la société de droit belge AHO Consulting, établie et ayant son siège social à B-1200 Woluwe-Saint-Lambert, Chemin des deux maison 69, boîte 46, immatriculée sous le numéro 0536.430.784 ayant comme représentant permanent Monsieur Alexander HODAC, né le 28 janvier 1981 à Bruxelles (B) et demeurant à B-1200 Woluwe-Saint-Lambert, Chemin des deux maisons 69, boîte 46, en qualité de Président du Conseil d'Administration.

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

Luxembourg, le 3 mars 2016.

Référence de publication: 2016091729/16.

(160060203) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 avril 2016.

SERVICE CENTRAL DE LÉGISLATION
LUXEMBOURG

Willow No. 1 (Luxembourg) S.A., Société Anonyme.

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

R.C.S. Luxembourg B 167.397.

RECTIFICATIF

Il résulte des résolutions de l'Actionnaire unique de la société les décisions suivantes:

1. Le renouvellement des mandats des administrateurs suivants à partir de l'assemblée générale du 13 juillet 2015 jusqu'à l'assemblée qui se tiendra en 2016:

- Mr. Cédric Bradfer;
- Mr. Ronan Carroll; et
- Mr. Dylan Davies.

2. Le renouvellement du mandat de réviseur d'entreprises agréé de l'assemblée générale du 13 juillet 2015 jusqu'à l'assemblée qui se tiendra en 2016:

- Deloitte Audit S.à r.l., 560, rue de Neudorf, L-2220 Luxembourg

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

Senningerberg, le 11 avril 2016.

Référence de publication: 2016091730/19.

(160060255) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 avril 2016.

Woodpar S.A., Société Anonyme.

Siège social: L-2146 Luxembourg, 63-65, rue de Merl.

R.C.S. Luxembourg B 173.854.

Extrait des résolutions prises lors de la réunion du conseil d'administration tenue en date du 1 er décembre 2015.

Cooptation de Monsieur Emeric DE COSTER, né le 27 février 1950 à Kindu Port Empain (République Démocratique du Congo) et demeurant au 9 rue de la Croix à B-1390 Archennes, Belgique au poste d'administrateur. Son mandat viendra à échéance lors de l'assemblée générale annuelle de 2018 et il pourra engager la société par sa signature conjointe avec un autre administrateur, en remplacement de la société BAUCOST S.A..

Nomination de Madame Astrid DELLA FAILLE, née le 5 mars 1966 à Etterbeek (Belgique), demeurant au 8, Judde-gaass, L-8281 Kehlen en qualité de représentant permanant de la société SOGECONDROZ S.A., Administrateur, en remplacement de Monsieur Jean-Marie DELLA FAILLE DE LEVERGHEM.

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

Pour extrait sincère et conforme
WOODPAR S.A.

Référence de publication: 2016091735/18.

(160060005) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 avril 2016.

Wells Fargo International Holdings (Luxembourg) S.à r.l., Société à responsabilité limitée.

Capital social: USD 20.000,00.

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

R.C.S. Luxembourg B 174.927.

Extrait des décisions prises par l'associé unique de la Société en date du 6 avril 2016

1) Madame Louise Li a démissionné de son mandat de gérant de classe A avec effet au 1 er mars 2016.

2) Madame Ethna Masterson, administrateur de sociétés, née à Limerick (Irlande), le 16 octobre 1970, demeurant professionnellement au 2 Harbourmaster Place, International Financial Services Centre, Dublin 1, Irlande, a été nommé gérante de classe A avec effet au 1 er mars 2016 et pour une durée indéterminée.

Luxembourg, le 11 avril 2016.

Pour extrait sincère et conforme
Pour Wells Fargo International Holdings (Luxembourg) S.à r.l
Un mandataire

Référence de publication: 2016091728/17.

(160060220) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 avril 2016.

SERVICE CENTRAL DE LÉGISLATION
LUXEMBOURG

Young's PIK S.C.A., Société en Commandite par Actions.

Capital social: EUR 31.000,02.

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

R.C.S. Luxembourg B 184.383.

Veuillez noter qu'en date du 16 novembre 2015, le nom de l'associé/ gérant unique «Findus PIK GP S.à r.l.» a été modifié. La dénomination est désormais la suivante: «Lighfhouse PIK GP S.àr.l.».

Luxembourg, le 12 avril 2016.

Pour avis sincère et conforme
Pour Young's PIK S.C.A.
Un mandataire

Référence de publication: 2016091738/14.

(160060556) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 avril 2016.

Yakari, Société Anonyme.

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

R.C.S. Luxembourg B 97.765.

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.

Signature.

Référence de publication: 2016091739/10.

(160060137) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 avril 2016.

Yolande Coop, Société Coopérative.

Siège social: L-1840 Luxembourg, 33, boulevard Joseph II.

R.C.S. Luxembourg B 113.637.

Par la présente, je démissionne avec effet immédiat de mon poste d'administrateur de la société Yolande Coop.
Luxembourg, le 07 mars 2016.

Romain MAUER.

Référence de publication: 2016091740/9.

(160059881) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 avril 2016.

Yolande Coop, Société Coopérative.

Siège social: L-1840 Luxembourg, 33, boulevard Joseph II.

R.C.S. Luxembourg B 113.637.

Par la présente, je démissionne avec effet immédiat de mon poste d'administrateur de la société Yolande Coop.
Luxembourg, le 14 mars 2016.

Julien SCHEER.

Référence de publication: 2016091741/9.

(160059881) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 avril 2016.

Zimmer & Partners S.A., Société Anonyme.

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

R.C.S. Luxembourg B 151.507.

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
Zimmer & Partners S.A.
Signature

Référence de publication: 2016091744/12.

(160060622) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 avril 2016.

SERVICE CENTRAL DE LÉGISLATION LUXEMBOURG

Zimmer & Partners S.A., Société Anonyme.

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

R.C.S. Luxembourg B 151.507.

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Les comptes annuels au 31 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.

Extrait sincère et conforme
Zimmer & Partners S.A.
Signature

Référence de publication: 2016091745/12.

(160060627) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 avril 2016.

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125 Obs Holdco S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 189.272.

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Les comptes annuels de la société 125 OBS HoldCo S.à.r.l. au 31/12/2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2016091746/10.

(160060522) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 avril 2016.

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oneOone Luxury S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 135.789.

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

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

Référence de publication: 2016091767/9.

(160060955) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 avril 2016.

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oneOone Luxury S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 135.789.

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

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

Référence de publication: 2016091768/9.

(160060999) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 avril 2016.

Warlon, Société Anonyme.

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

R.C.S. Luxembourg B 143.558.

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Lors de l'Assemblée Générale Extraordinaire du 21 mars 2016, Monsieur Jerry Wagner, demeurant professionnellement à L-2557 Luxembourg, 9, rue Robert Stümper, est nommé administrateur de la société, son mandat expirant en l'an 2018. Il remplace Monsieur Romain Hartmann, démissionnaire.

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

Luxembourg, le 11 avril 2016.

G.T. Experts Comptables S.àr.l.
Luxembourg

Référence de publication: 2016091725/14.

(160059918) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 avril 2016.

SERVICE CENTRAL DE LÉGISLATION LUXEMBOURG

Wells Fargo Aircraft S.à r.l., Société à responsabilité limitée.

Capital social: USD 20.000,00.

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

R.C.S. Luxembourg B 174.950.

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Extrait des décisions prises par l'associé unique de la Société en date du 6 avril 2016

1) Monsieur William Mayer a démissionné de son mandat de gérant de classe A avec effet au 1 er mars 2016.

2) Monsieur Thomas Cambern a démissionné de son mandat de gérant de classe A avec effet au 1 er mars 2016.

3) Monsieur Kevin Casey Ryan, administrateur de sociétés, né à Greensboro, en Caroline du Nord, (États-Unis d'Amérique), le 30 octobre 1971, demeurant professionnellement 550 South Tryon St, 5 th Floor, Charlotte, 28202-4200, Caroline du Nord (États-Unis d' Amérique), a été nommé gérant de classe A, avec effet au 1 er mars 2016 et pour une durée indéterminée.

4) Monsieur Andrew Richard Kyle, administrateur de sociétés, né à Purley, Royaume-Uni, le 20 septembre 1972, demeurant professionnellement au 2 Harbourmaster Place, International Finance Services Centre, Dublin 1, Irlande, a été nommé gérant de classe A, avec effet 1 er mars 2016 et pour une durée indéterminée.

Luxembourg, le 11 avril 2016.

Pour extrait sincère et conforme
Pour Wells Fargo Aircraft S.à r.l
Un mandataire

Référence de publication: 2016091727/22.

(160059962) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 avril 2016.

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oneOone Luxury S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 135.789.

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

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

Référence de publication: 2016091769/9.

(160061030) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 avril 2016.

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oneOone Luxury S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 135.789.

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

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

Référence de publication: 2016091770/9.

(160061114) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 avril 2016.

VCST Holdco Lux S.A., Société Anonyme.

Siège social: L-2661 Luxembourg, 42, rue de la Vallée.

R.C.S. Luxembourg B 147.362.

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Les comptes consolidés 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 6 avril 2016.

Pour: VCST HOLDCO LUX SA
Société anonyme
Experta Luxembourg
Société anonyme

Référence de publication: 2016091722/14.

(160060201) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 avril 2016.

SERVICE CENTRAL DE LÉGISLATION
LUXEMBOURG

Vector, Société d'Investissement à Capital Variable.

Siège social: L-2535 Luxembourg, 20, boulevard Emmanuel Servais.

R.C.S. Luxembourg B 88.004.

Le Rapport Annuel Révisé au 31 Décembre 2015 et la distribution des dividendes relative à l'Assemblée Générale Annuelle du 12.04.2016 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 avril 2016.

Référence de publication: 2016091724/11.

(160060524) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 avril 2016.

A.L.P. Investment S.A., Société Anonyme.

Siège social: L-1246 Luxembourg, 4, rue Albert Borschette.

R.C.S. Luxembourg B 113.682.

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

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

Luxembourg.

Référence de publication: 2016091773/10.

(160061277) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 avril 2016.

A.L.P. Investment S.A., Société Anonyme.

Siège social: L-1246 Luxembourg, 4, rue Albert Borschette.

R.C.S. Luxembourg B 113.682.

Les comptes annuels au 31 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.

Luxembourg.

Référence de publication: 2016091774/10.

(160061279) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 avril 2016.

Amer-Sil Services S.à r.l., Société à responsabilité limitée.

Siège social: L-8287 Kehlen, 4, Zone Industrielle.

R.C.S. Luxembourg B 150.100.

Les comptes annuels au 31 décembre 2015, ainsi que les autres documents et informations qui s'y rapportent, 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 13 Avril 2016.

Référence de publication: 2016091784/11.

(160060910) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 avril 2016.

VASCONI ARCHITECTES BY THOMAS SCHINKO, Société à responsabilité limitée.

Siège social: L-6944 Niederanven, 22, rue Dicks.

R.C.S. Luxembourg B 165.825.

Le bilan au 31 décembre 2015 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.

ACA - Atelier Comptable & Administratif S.A.

Signature

Référence de publication: 2016091719/12.

(160060705) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 avril 2016.

SERVICE CENTRAL DE LÉGISLATION
LUXEMBOURG

Vato International S.A., Société Anonyme Soparfi.

Siège social: L-1140 Luxembourg, 12, route d'Arlon.

R.C.S. Luxembourg B 67.614.

Extrait des Résolutions prises lors de l'Assemblée Générale Ordinaire tenue à Luxembourg en date du 10 mai 2010

Le mandat d'administrateur de Monsieur Joël WENGLER, demeurant 12, route d'Arlon, 1140 Luxembourg étant arrivé à échéance, l'Assemblée décide de le reconduire pour un nouveau terme de six ans.

Monsieur Fred MOLITOR, demeurant 12, route d'Arlon, 1140 Luxembourg et Monsieur Romain ADAM, demeurant 5, boulevard Royal, 2449 Luxembourg sont nommés administrateurs pour la durée de six ans.

Le mandat de commissaire aux comptes d'EUROFIDUCIAIRE S.A. ayant son siège 12, route d'Arlon, 1140 Luxembourg étant arrivé à échéance, l'Assemblée décide de le reconduire pour un nouveau terme de six ans.

Les mandats des administrateurs et de commissaire prendront fin à l'issue de l'assemblée générale ordinaire de l'an 2016.

Luxembourg, le 10 mai 2010.

Référence de publication: 2016091720/16.

(160060402) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 avril 2016.

Apis - Die Dienstleister S.à r.l., Société à responsabilité limitée.

Siège social: L-6686 Mertert, 34, route de Wasserbillig.

R.C.S. Luxembourg B 167.112.

Der Jahresabschluss vom 31/12/2014 wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2016091787/9.

(160061236) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 avril 2016.

Automotive Sealing Systems Company S.A., Société Anonyme.

Siège social: L-1150 Luxembourg, 291, route d'Arlon.

R.C.S. Luxembourg B 76.982.

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

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

Luxembourg, le 12 avril 2016.

Signature

Le mandataire

Référence de publication: 2016091795/13.

(160060935) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 avril 2016.

Unifit S.A., Société Anonyme.

Siège social: L-1325 Luxembourg, 5, rue de la Chapelle.

R.C.S. Luxembourg B 191.621.

EXTRAIT

Il résulte des résolutions prises lors de la réunion du conseil d'administration tenue en date du 6 avril 2016 que:

- Le siège social de la société a été transféré du 15, rue du Fort Bourbon L-1249 Luxembourg au 5, rue de la Chapelle L-1325 Luxembourg

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

Luxembourg, le 11 avril 2016.

Pour la société

Signature

Un mandataire

Référence de publication: 2016091708/16.

(160060615) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 avril 2016.

SERVICE CENTRAL DE LÉGISLATION LUXEMBOURG

Apis - Die Dienstleister S.à r.l., Société à responsabilité limitée.

Siège social: L-6686 Mertert, 34, route de Wasserbillig.

R.C.S. Luxembourg B 167.112.

Der Jahresabschluss vom 31/12/2012 wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2016091789/9.

(160061238) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 avril 2016.

Automotive Sealing Systems Company S.A., Société Anonyme.

Siège social: L-1150 Luxembourg, 291, route d'Arlon.

R.C.S. Luxembourg B 76.982.

Les comptes annuels arrêtés au 31 décembre 2009 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 avril 2016.

Signature

Le mandataire

Référence de publication: 2016091794/13.

(160060934) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 avril 2016.

Automotive Sealing Systems S.A., Société Anonyme.

Siège social: L-1150 Luxembourg, 291, route d'Arlon.

R.C.S. Luxembourg B 75.244.

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

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

Luxembourg, le 12 avril 2016.

Signature

Le mandataire

Référence de publication: 2016091796/13.

(160060936) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 avril 2016.

Apis - Die Dienstleister S.à r.l., Société à responsabilité limitée.

Siège social: L-6686 Mertert, 34, route de Wasserbillig.

R.C.S. Luxembourg B 167.112.

Der Jahresabschluss vom 31/12/2013 wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2016091788/9.

(160061237) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 avril 2016.

Aviva Investors International Fund, Société d'Investissement à Capital Variable.

Siège social: L-1249 Luxembourg, 2, rue du Fort Bourbon.

R.C.S. Luxembourg B 66.614.

Le bilan au 31 Décembre 2015 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 Avril 2016.

Référence de publication: 2016091804/10.

(160061176) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 avril 2016.

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Agence Komes Claude S.à r.l., Société à responsabilité limitée.

Siège social: L-5772 Weiler-la-Tour, 15, rue de Luxembourg.

R.C.S. Luxembourg B 168.169.

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Le bilan au 31 décembre 2015 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.

Mandataire

Référence de publication: 2016091811/10.

(160061209) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 avril 2016.

AHL Bidco Sàrl, Société à responsabilité limitée.

Siège social: L-2346 Luxembourg, 20, rue de la Poste.

R.C.S. Luxembourg B 181.361.

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

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

Référence de publication: 2016091813/9.

(160060988) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 avril 2016.

ANICE Spf S.A., Société Anonyme.

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

R.C.S. Luxembourg B 148.449.

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Les comptes annuels au 31/12/2015 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: 2016091821/9.

(160061202) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 avril 2016.

Anca S.A., Société Anonyme.

Capital social: EUR 70.126,00.

Siège social: L-2732 Luxembourg, 2, rue Wilson.

R.C.S. Luxembourg B 38.245.

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Le bilan au 31 décembre 2011 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 avril 2016.

Pour la société

Référence de publication: 2016091820/11.

(160060836) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 avril 2016.

Total Holding S.A., Société Anonyme.

Siège social: L-1473 Luxembourg, 2A, rue Jean-Baptiste Esch.

R.C.S. Luxembourg B 80.375.

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EXTRAIT

L'assemblée générale ordinaire réunie à Luxembourg le 12 avril 2016 a nommé comme nouvel administrateur de la société:

- Monsieur Maxime Oberto, né à Thionville (France) le 24 janvier 1990, domicilié professionnellement au 18 rue de l'Eau, L-1449 Luxembourg;

en remplacement de Madame Marie-Anne Back.

Son mandat prendra fin à l'issue de l'assemblée générale annuelle qui se tiendra en l'an 2018.

Pour extrait conforme

Référence de publication: 2016091698/15.

(160060391) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 avril 2016.

SERVICE CENTRAL DE LÉGISLATION
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Syniverse Asia Finance Holdings S.à r.l., Société à responsabilité limitée.

Capital social: USD 18.000,00.

Siège social: L-2134 Luxembourg, 58, rue Charles Martel.

R.C.S. Luxembourg B 166.261.

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In the year two thousand and sixteen, on the twenty ninth day of February.

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

THERE APPEARED:

Highwoods Corporation, a company incorporated and existing under the laws of the State of Delaware, the United States, having its principal place of business at 8125 Highwoods Palm Way, Tampa, Florida 33647-1776, and being registered under number 4318758,

here represented by Me Juliette Feitler, lawyer, professionally residing in Luxembourg,

by virtue of a proxy under private seal, given on February 24, 2016.

The said proxy, signed "ne varietur" by the proxyholder of the appearing party and the notary, will remain annexed to the present deed to be filed at the same time with the registration authorities.

Such appearing party is the sole shareholder (the “Sole Shareholder”) of Syniverse Asia Finance Holdings S.à r.l. (hereinafter the “Company”), a société à responsabilité limitée, having its registered office at 58, rue Charles Martel, L-2134 Luxembourg, registered with the Luxembourg trade and companies register under number B 166.261, having a share capital of eighteen thousand United States Dollars (USD 18,000.-), incorporated pursuant to a deed of Maître Carlo Wersandt, notary residing in Luxembourg, Grand Duchy of Luxembourg, on 30 December 2011, published in the Mémorial C, Recueil des Sociétés et Associations n°597 on 7 March 2012.

The articles of association were amended for the last time pursuant to a deed of the Maître Carlo Wersandt, notary residing in Luxembourg, Grand Duchy of Luxembourg, on 7 June 2013, published in the Mémorial C, Recueil des Sociétés et Associations n°2103 on 29 August 2013.

The appearing party, represented as stated above, represents the whole share capital and may validly decide to take decisions on the following items of the agenda:

Agenda

1. Approval of the change of the registered office of the Company to 15, rue Edmond Reuter, L-5326 Contern with immediate effect.

2. Subsequent amendment of article two point 1 (2.1) of the articles of association of the Company so as to read as follows:

“ **2.1.** The registered office of the Company is established in Contern, Grand Duchy of Luxembourg. It may be transferred within the boundaries of the municipality by a resolution of the single manager, or as the case may be, by the board of managers of the Company. The registered office may further be transferred to any other place in the Grand Duchy of Luxembourg by means of a resolution of the single shareholder or the general meeting of shareholders adopted in the manner required for the amendment of the Articles.”

3. Acceptance of the resignations of Mrs. Laura Binion and Mr. David Hitchcock as class A managers of the Company, and of Mr. Noel McCormack and Mr. Mathieu Gangloff as class B managers of the Company with immediate effect.

4. Appointment of Mrs. Laura Binion and Mr. Thomas Ford as managers of the Company with immediate effect.

5. Amendment of article four (4) of the articles of association of the Company so that it shall henceforth read as follows:

“ **4. Duration.**

4.1 The Company is formed for an unlimited period of time.

4.2 It may be dissolved at any time and with or without cause by a resolution of the general meeting of shareholders adopted in the manner required for an amendment of these Articles.

4.3 The Company shall not be dissolved by reason of the death, suspension of civil rights, incapacity, insolvency, bankruptcy or any similar event affecting one or several of the shareholders.”

6. Amendment of article eight (8) of the articles of association of the Company by adding a paragraph 8.4 below the paragraph 8.3 that shall read as follows:

“ **8.4.** The board of managers may delegate its powers to conduct the daily management and affairs of the Company and the representation of the Company for such management and affairs, to one or more managers, officers or other agents, acting individually or jointly. Their appointment, removal and powers shall be determined by a resolution of the board of managers.”

7. Amendment of article nine (9) of the articles of association of the Company so that it shall henceforth read as follows:

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" **9. Procedure.**

9.1 The board of managers shall meet as often as the Company's interests so require or upon call of any manager or, as the case may be, by any Class A manager acting jointly with any Class B manager, at the registered office of the Company or at any other place in the Grand-Duchy of Luxembourg indicated in the convening notice.

9.2 Written notice of any meeting of the board of managers shall be given to all managers at least 24 (twenty-four) hours in advance of the date set for such meeting, except in case of emergency, in which case the nature of such circumstances shall be set forth in the convening notice of the meeting of the board of managers.

9.3 The notice period may be waived by the consent in writing, whether in original, or in writing, or by facsimile, electronic mail or any other similar means of communication, of each member of the board of managers of the Company or if all the members of the board of managers of the Company are present or represented at the meeting and if they state to have been duly informed, and to have had full knowledge of the agenda of the meeting or in the case of resolutions in writing approved and signed by all members of the board of managers. No prior notice shall 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 which has been communicated to all managers.

9.4 Any manager may act at any meeting of the board of managers by appointing another manager as his proxy either in writing, or by facsimile, electronic mail or any other similar means of communication, a copy of the appointment being sufficient proof thereof. A manager may represent one or more but not all of the other managers.

9.5 The board of managers can validly deliberate and act only if a majority of its members is present or represented at a meeting of the board of managers. In the event the shareholder(s) have appointed one or several Class A managers and one or several Class B managers, the board of managers may deliberate or act validly only if at least one (1) Class A manager and one (1) Class B manager is present or represented at the meeting. Resolutions of the board of managers are validly taken by a majority of the votes of the managers present or represented provided that, if the shareholder(s) have appointed one or several Class A managers and one or several Class B managers, at least one Class A manager and one Class B manager (in each case, whether in person or by proxy) votes in favour of the resolution. The chairman shall not be entitled to a second or casting vote.

9.6 The resolutions of the board of managers will be recorded in minutes signed by the chairman, if any or in his absence by the chairman pro tempore, and the secretary (if any). Copies or excerpts of such minutes, which may be produced in judicial proceedings or otherwise, shall be signed by any manager of the Company. Decisions of the sole manager shall be recorded in minutes which shall be signed by the sole manager. Copies or excerpts of such minutes, which may be produced in judicial proceedings or otherwise, shall be signed by the sole manager.

9.7 Any manager may participate in any meeting of the board of managers by telephone or video conference call or by any other similar means of communication allowing all the persons taking part in the meeting to hear and speak to each other. The participation in a meeting by these means is deemed equivalent to a participation in person at such meeting.

9.8 When expressing its approval in writing, by facsimile, electronic mail or any other similar means of communication, circular resolutions signed by all the managers shall be valid and binding in the same manner as if passed at a meeting duly convened and held. Such signatures may appear on a single document or on multiple copies of an identical resolution and may be evidenced by letter or facsimile. The date of such resolutions shall be the date of the last signature."

8. Amendment of article ten (10) of the articles of association of the Company so that it shall henceforth read as follows:

" **10. Representation.** The Company shall be bound towards third parties in all matters by the joint signature of (i) any two managers of the Company, or if the shareholder(s) have appointed one or several Class A managers and one or several Class B managers, by the joint signatures of one (1) Class A manager and one (1) Class B manager, or (ii) by the joint signatures or the sole signature of any person(s) to whom such signatory power has been validly delegated in accordance with article 8.2 and 8.3 of these Articles."

9. Amendment of article thirteen point two (13.2) of the articles of association of the Company so that it shall henceforth read as follows:

" **13.2.** Collective decisions are only validly taken insofar as they are adopted by shareholders owning more than half of the share capital. If this majority is not reached in a first meeting or proposed written resolution, the shareholders may be convened a second time with the same agenda or receive such proposed written resolution a second time by registered letter, decisions are validly adopted in so far as they are adopted by a majority of the votes validly cast whichever is the fraction of the share capital represented."

10. Amendment of article fifteen (15) of the articles of association of the Company so that it shall henceforth read as follows:

" **15. Allocation of profits.**

15.1 The gross profits of the Company stated in the annual accounts, after deduction of general expenses, amortization and expenses represent the net profit. An amount equal to five per cent (5%) of the net profits of the Company is allocated to the statutory reserve, until this reserve amounts to ten per cent (10%) of the Company's nominal share capital.

15.2 The general meeting of shareholders has discretionary power to dispose of the surplus. It may in particular allocate such profit to the payment of a dividend or transfer it to the reserve or carry it forward.

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15.3 The board of managers may decide to pay interim dividends on the basis of statements of accounts prepared by the managers showing that sufficient funds are available for distribution, it being understood that the amount to be distributed may not exceed profits realised either since the end of the last fiscal year increased by profits carried forward and distributable reserves, including share premium, but decreased by losses carried forward or, where the distribution is to be made during the first financial year of the Company, since the date of incorporation of the Company but, in either case, decreased by sums to be allocated to a reserve to be established by law or by these Articles.

15.4 Any share premium, assimilated premium or other distributable reserve may be freely distributed to the shareholders subject to the provisions of the Law and these Articles."

11. Miscellaneous.

Having duly considered each item on the agenda, the Sole Shareholder takes, and requires the undersigned notary to enact, the following resolutions:

First resolution

The Sole Shareholder resolves to change the registered office of the Company to 15, rue Edmond Reuter, L-5326 Contern with immediate effect.

Second resolution

As a consequence of the preceding resolution, the Sole Shareholder resolves to amend article two point one (2.1) of the articles of association of the Company, which shall henceforth read as set out in the agenda of the present deed.

Third resolution

The Sole Shareholder resolves to accept the resignations of (i) Mrs. Laura Binion and Mr. David Hitchcock as class A managers of the Company, and of Mr. Mathieu Gangloff as class B manager of the Company with immediate effect and of (ii) Mr. Noel McCormack as class B manager of the Company on 30 November 2015 and to grant them full and entire discharge for the performance of their mandate until today.

Fourth resolution

The Sole Shareholder resolves to appoint, with immediate effect, the following persons as new managers of the Company:

- Mrs. Laura Binion, born on 3 December 1956 in Georgia (USA), residing professionally at 8125, Highwoods Palm Way, USA - FL 33647 Tampa, USA; and

- Mr. Thomas Ford, born on 30 October 1968 in Haslemere (England), residing professionally at 15, rue Edmond Reuter, L-5326 Contern, Grand Duchy of Luxembourg.

The term of office of these managers shall end at the annual general meeting of the shareholders of the Company convened to approve the annual accounts for the financial year ending on 31 December 2016.

Fifth resolution

The Sole Shareholder resolves to amend article four (4) of the articles of association of the Company, which shall henceforth read as set out in the agenda of the present deed.

Sixth resolution

The Sole Shareholder resolves to amend article eight (8) of the articles of association of the Company by adding a paragraph 8.4 below the paragraph 8.3 that shall read as set out in the agenda of the present deed.

Seventh resolution

The Sole Shareholder resolves to amend article nine (9) of the articles of association of the Company, which shall henceforth read as set out in the agenda of the present deed.

Eighth resolution

The Sole Shareholder resolves to amend article ten (10) of the articles of association of the Company, which shall henceforth read as set out in the agenda of the present deed.

Ninth resolution

The Sole Shareholder resolves to amend article thirteen point two (13.2) of the articles of association of the Company, which shall henceforth read as set out in the agenda of the present deed.

Tenth resolution

The Sole Shareholder resolves to amend article fifteen (15) of the articles of association of the Company, which shall henceforth read as set out in the agenda of the present deed.

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Costs and Expenses

The costs, expenses, fees and charges of any kind which shall be borne by the Company as a result of this deed are estimated at one thousand five hundred euro (EUR 1,500).

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

The undersigned notary who understands and speaks English, states herewith that on request of the appearing party, this deed is worded in English followed by a French translation; on the request of the same appearing party and in case of discrepancy between the English and the French texts, the English version shall prevail.

The document having been read to the proxyholder of the appearing party, known to the notary by name, first name and residence, the said proxyholder signed together with the notary the present deed.

Suit la traduction française du texte qui précède

L'an deux mille seize, le vingt-neuvième jour du mois de février,

par devant Maître Marc Loesch, notaire de résidence à Mondorf-les-Bains, Grand-Duché de Luxembourg.

A COMPARU:

Highwoods Corporation, une société constituée et existant selon les lois de l'Etat du Delaware, Etats-Unis, ayant son siège social au 8125 Highwoods Palm Way, Tampa, Florida 33647-1776, immatriculée sous le numéro 4318758,

représentée par Maître Juliette Feitler, avocat, résidant professionnellement à Luxembourg,

en vertu d'une procuration signée sous seing privé, en date du 24 février 2016.

La procuration de l'actionnaire représenté, après avoir été paraphée "ne varietur" par le mandataire du comparant et le notaire, restera annexée au présent acte pour être soumise avec lui aux formalités d'enregistrement.

La comparante est l'associée unique (l'«Associé Unique») de Syniverse Asia Finance Holdings S.à r.l., une société à responsabilité limitée, constituée et existant selon les lois du Grand-Duché de Luxembourg, ayant son siège social au 58, rue Charles Martel, L-2134 Luxembourg, Grand-Duché de Luxembourg, immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous la section B numéro 166.261 (la «Société»), ayant un capital social de dix-huit mille dollars américains (USD 18,000.-), constituée selon acte reçu le 30 décembre 2011 par Maître Carlo Wersandt, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg et publié au Mémorial C, Recueil des Sociétés et Associations le 7 mars 2012 sous le numéro 597. Les statuts ont été modifiés la dernière fois par un acte reçu le 7 juin 2013 par Maître Carlo Wersandt, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg et publié au Mémorial C, Recueil des Sociétés et Associations le 29 août 2013 sous le numéro 2103.

La comparante, représentée comme mentionné ci-dessus, représente l'intégralité du capital social de la Société, est régulièrement constituée et peut valablement délibérer sur les points figurant à l'ordre du jour suivant:

Ordre du jour

1. Approbation du transfert de siège social de la Société au 15, rue Edmond Reuter, L-5326 Contern, avec effet immédiat.

2. Modification de l'article deux point un (2.1) des statuts de la Société, qui aura désormais la teneur suivante:

« **2.1.** Le siège social est établi à Contern, Grand-Duché de Luxembourg. Il peut être transféré dans les limites de la commune par décision du gérant unique ou, le cas échéant, par le conseil de gérance de la Société. Il peut être transféré en tout autre endroit du Grand-Duché de Luxembourg par résolution de l'associé unique ou de l'assemblée générale des associés délibérant comme en matière de modification des Statuts.»

3. Acceptation des démissions de Mme Laura Binion et de M. David Hitchcock en tant que gérants de classe A de la Société et de M. Noel McCormack et M. Mathieu Gangloff en tant que gérants de classe B de la Société avec effet immédiat.

4. Nominations de Mme Laura Binion et de M. Thomas Ford comme gérants de la Société avec effet immédiat.

5. Modification de l'article quatre (4) des statuts de la Société, qui aura désormais la teneur suivante:

« **4. Durée.**

4.1 La Société est constituée pour une durée illimitée.

4.2 Elle pourra être dissoute à tout moment avec ou sans cause par une décision de l'Assemblée générale des associés adoptée selon les conditions requises pour une modification des présents statuts.

4.3 La Société ne sera pas dissoute par suite du décès, de l'interdiction, de l'incapacité, de l'insolvabilité, de la faillite ou de tout autre événement similaire affectant l'un ou plusieurs associés.»

6. Modification de l'article huit (8) des statuts de la Société par ajout d'un paragraphe huit point quatre (8.4) au-dessous du paragraphe huit point trois (8.3), qui aura la teneur suivante:

«Le conseil de gérance peut déléguer ses pouvoirs de conduire les affaires courantes de la Société et la représentation de la Société pour de telles affaires à un ou plusieurs directeurs, gérants ou autres agents, agissant individuellement ou collectivement. Leur nomination, destitution et pouvoirs doivent être déterminés par une résolution du conseil de gérance.»

7. Modification de l'article neuf (9) des statuts de la Société, qui aura désormais la teneur suivante:

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« **9. Procédure.**

9.1 Le conseil de gérance se réunira aussi souvent que l'intérêt de la Société l'exige ou sur convocation d'un des gérants ou, le cas échéant, sur convocation d'un gérant de Classe A agissant conjointement avec un gérant de Classe B au siège social de la Société ou dans tout autre endroit situé au Grand-Duché du Luxembourg indiqué dans l'avis de convocation.

9.2 Il sera donné à tous les gérants un avis écrit de toute réunion du conseil de gérance au moins 24 (vingt-quatre) heures avant la date prévue pour la réunion, sauf en cas d'urgence, auquel cas la nature (et les motifs) de cette urgence seront mentionnés brièvement dans l'avis de convocation de la réunion du conseil de gérance.

9.3 Il peut être renoncé à la période de convocation avec l'accord de chaque membre du conseil de gérance de la Société donné par écrit soit en original, ou par écrit, ou par téléfax, courrier électronique ou tout autre moyen de communication similaire, ou si tous les membres du conseil de gérance de la Société sont présents ou représentés lors de la réunion et déclarent avoir été dûment informés de la réunion et de son ordre du jour ou dans le cas de résolutions approuvées par écrit et signées par tous les membres du conseil de gérance. Aucune convocation préalable ne sera requise pour une réunion du conseil d'administration qui se tiendra à un moment et un endroit déterminés dans une résolution préalablement adoptée par le conseil de gérance, communiquée à tous les gérants.

9.4 Tout gérant pourra se faire représenter aux réunions du conseil de gérance en désignant un autre gérant comme son mandataire soit par écrit, téléfax, courrier électronique ou tout autre moyen de communication similaire, une copie du mandat en constituant une preuve suffisante. Un gérant peut représenter un ou plusieurs, mais non l'intégralité des membres du conseil de gérance.

9.5 Le conseil de gérance ne pourra délibérer et agir valablement que si la majorité de ses membres sont présents ou représentés à une réunion du conseil de gérance. Dans l'hypothèse où le(s) associé(s) a(ont) nommé un ou plusieurs gérant (s) de Classe A et un ou plusieurs gérant(s) de Classe B, le conseil de gérance pourra agir et délibérer valablement si au moins un gérant de Classe A et un gérant de Classe B est présent ou représenté. Les décisions du conseil de gérance ne sont prises valablement qu'à la majorité des voix à la condition que, si l'associé unique ou les associés ont nommés un ou plusieurs gérants de Classe A et un ou plusieurs gérants de Classe B, au moins un gérant de Classe A et un gérant de Classe B (à chaque fois soit en personne soit par procuration) votent en faveur de la résolution. Le Président ne dispose pas d'une seconde voix ou d'une voix prépondérante.

9.6 Les procès-verbaux de toutes les réunions du conseil de gérance seront signés par le président, le cas échéant ou en son absence par le président pro tempore, et le secrétaire (le cas échéant). Les copies ou extraits de ces procès-verbaux, qui pourront être produits en justice ou autre seront le cas échéant signés par tout gérant. Les décisions du gérant unique qui seront retranscrites dans des procès-verbaux seront signées par le gérant unique. Les copies ou extraits de ces procès-verbaux, qui pourront être produits en justice ou dans tout autre contexte seront signés par le gérant unique.

9.7 Tout gérant peut participer à la réunion du conseil de gérance par téléphone ou vidéo conférence ou par tout autre moyen de communication similaire, ayant pour effet que toutes les personnes participant à la réunion puissent s'entendre et se parler. La participation à la réunion par un de ces moyens équivaut à une participation en personne à la réunion.

9.8 En exprimant son approbation par écrit, par téléfax, courrier électronique ou tout autre moyen de communication similaire, les résolutions circulaires signées par tous les gérants seront considérées comme étant valablement adoptées comme si une réunion du conseil de gérance dûment convoquée avait été tenue. Les signatures des gérants peuvent être apposées sur un document unique ou sur plusieurs copies d'une résolution identique, envoyées par lettre ou téléfax. La date de ces résolutions sera la date de la dernière signature.»

8. Modification de l'article dix (10) des statuts de la Société, qui aura désormais la teneur suivante:

« **10. Représentation.**

10.1 La Société est engagée vis-à-vis des tiers en toutes circonstances par la signature conjointe (i) de deux gérants de la Société, ou si le ou les associé(s) ont nommé un ou plusieurs gérants de Classe A et un ou plusieurs gérants de Classe B, par la signature conjointe de (i) un (1) gérant de Classe A et un (1) gérant de Classe B, ou (ii) par la signature conjointe ou par la signature individuelle de toute(s) personne(s) à qui de tels pouvoirs de signature ont été valablement délégués conformément aux articles 8.2 et 8.3 des Statuts.»

9. Modification de l'article treize point deux (13.2) des statuts de la Société, qui aura désormais la teneur suivante:

« **13.2.** Les décisions collectives ne sont valablement prises que pour autant qu'elles soient adoptées par des associés détenant plus de la moitié du capital social. Si ce chiffre n'est pas atteint lors de la première réunion ou consultation par écrit, les associés peuvent être convoqués ou consultés une seconde fois par lettres recommandées avec le même ordre du jour et les décisions sont valablement prises à la majorité des votes émis quelle que soit la portion du capital représentée.»

10. Modification de l'article quinze (15) des statuts de la Société, qui aura désormais la teneur suivante:

« **15. Affectation des bénéfices.**

15.1 Les profits bruts de la Société repris dans les comptes annuels, après déduction des frais généraux, amortissements et charges, constituent le bénéfice net. Il sera prélevé cinq pour cent (5%) sur le bénéfice net annuel de la Société qui sera affecté à la réserve légale jusqu'à ce que cette réserve atteigne dix pour cent (10%) du capital social de la Société.

15.2 L'assemblée générale des associés décidera discrétionnairement de l'affectation du solde restant du bénéfice net annuel. Elle pourra en particulier attribuer ce bénéfice au paiement d'un dividende, l'affecter à la réserve ou le reporter.

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15.3 Le conseil de gérance peut décider de distribuer des dividendes intérimaires sur la base d'un état comptable préparé par les gérants dont il ressort que des fonds suffisants sont disponibles pour la distribution, étant entendu que le montant à distribuer ne peut excéder les bénéfices réalisés depuis la fin du dernier exercice social, augmenté des bénéfices reportés et des réserves distribuables, comprenant la prime d'émission, mais diminué des pertes reportées ou, lorsque la distribution a lieu lors du premier exercice social de la Société, depuis la date de constitution de la Société mais, dans tous les cas, diminué des sommes à allouer à la réserve légale établie en fonction de la loi ou des présents statuts.

15.4 Toute prime d'émission, prime assimilée ou autres réserves distribuables pourra librement être distribuée aux associés sous réserve des dispositions de la Loi et des Statuts de la Société.»

11. Divers

Après avoir dûment examiné chaque point de l'ordre du jour, l 'Associé Unique adopte, et requiert le notaire d'acter, les résolutions suivantes:

Première résolution

L'Associé Unique approuve le transfert de siège social de la Société au 15, rue Edmond Reuter, L-5326 Contern, avec effet immédiat.

Seconde résolution

En conséquence de la résolution précédente, l'Associé Unique approuve la modification de l'article deux point un (2.1) des statuts de la Société, lequel aura désormais la même teneur que celle indiquée dans l'ordre du jour du présent acte.

Troisième résolution

L'Associé Unique accepte les démissions de (i) Mme Laura Binion et de M. David Hitchcock en tant que gérants de classe A de la Société et de M. Mathieu Gangloff en tant que gérant de classe B de la Société avec effet immédiat et de (ii) M. Noel McCormack en tant que gérant de classe B de la Société le 30 novembre 2015 et leur accorde pleine et entière décharge pour l'exercice de leur mandat jusqu'à ce jour.

Quatrième résolution

L'Associé Unique nomme avec effet immédiat les personnes suivantes en tant que nouveaux gérants de la Société:

- Mme Laura Binion, née le 3 décembre 1956 en Georgie (Etats-Unis), résidant professionnellement au 8125, Highwoods Palm Way, USA - FL 33647 Tampa, USA; et

- M. Thomas Ford, né le 30 octobre 1968 à Haslemere (Angleterre), résidant professionnellement au 15, rue Edmond Reuter, L-5326 Contern, Grand-Duché du Luxembourg.

- Leur mandat viendra à échéance à l'assemblée générale annuelle des associés de la Société convoquée en vue de l'approbation des comptes annuels relatifs à l'exercice social se clôturant au 31 décembre 2016.

Cinquième résolution

L'Associé Unique approuve la modification de l'article quatre (4) des statuts de la Société, lequel aura désormais la même teneur que celle indiquée dans l'ordre du jour du présent acte.

Sixième résolution

L'Associé Unique approuve la modification de l'article huit (8) des statuts de la Société en ajoutant un paragraphe huit point quatre (8.4) à la suite du paragraphe huit point trois (8.3), lequel aura désormais la même teneur que celle indiquée dans l'ordre du jour du présent acte.

Septième résolution

L'Associé Unique approuve la modification de l'article neuf (9) des statuts de la Société, lequel aura désormais la même teneur que celle indiquée dans l'ordre du jour du présent acte.

Huitième résolution

L'Associé Unique approuve la modification de l'article dix (10) des statuts de la Société, lequel aura désormais la même teneur que celle indiquée dans l'ordre du jour du présent acte.

Neuvième résolution

L'Associé Unique approuve la modification de l'article treize point deux (13.2) des statuts de la Société, lequel aura désormais la même teneur que celle indiquée dans l'ordre du jour du présent acte.

Dixième résolution

L'Associé Unique approuve la modification de l'article quinze (15) des statuts de la Société, lequel aura désormais la même teneur que celle indiquée dans l'ordre du jour du présent acte.

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Frais et dépenses

Les dépenses, frais, rémunérations et charges incombant à la Société suite à cet acte sont estimés à mille cinq cents euros (EUR 1.500).

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

Le notaire soussigné, qui comprend et parle l'anglais, déclare qu'à la requête de la partie comparante, le présent acte est rédigé en langue anglaise, suivi d'une version française. A la demande de la même partie comparante, en cas de divergence entre les deux versions, le texte anglais fera foi.

Et après lecture faite et interprétation donnée au mandataire de la partie comparante, connus du notaire par son nom, prénom usuel, état et demeure, le mandataire a signé, avec le notaire, le présent acte.

Signé: J. Feitler, M. Loesch.

Enregistré à Grevenmacher A.C., le 3 mars 2016. GAC/2016/1674. Reçu soixante-quinze euros 75,00 €.

Le Receveur ff. (signé): N. DIEDERICH.

Pour expédition conforme,

Mondorf-les-Bains, le 14 mars 2016.

Référence de publication: 2016079747/337.

(160045221) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 mars 2016.

Atlant Energy S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 171.909.

In the year two thousand and sixteen, on the first day of March

Before the undersigned, Maître Jean Seckler, notary professionally residing in Junglinster, Grand Duchy of Luxembourg (hereinafter referred to as the “Notary”).

THERE APPEARED

Atlant Real Estate S.A., a company incorporated on 18 th March 2011 under the laws of British Virgin Islands, having its registered office at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands and being registered under BVI Business Companies Act 2004 with the number 1638475,

here represented by Mr. Max MAYER, employee, professionally residing in Junglinster, Grand-Duchy of Luxembourg by virtue of the power of attorney given on 21 January 2016 (hereinafter referred to as the "Attorney").

The said power of attorney, signed ne varietur by the Attorney of the Appearing Party (as such term is defined below) and the Notary, will remain annexed to the present deed to be filed at the same time with the registration authorities.

(hereinafter referred to as the "Appearing Party").

Such Appearing Party is the sole shareholder of Atlant Energy S.à r.l., a Luxembourg private limited liability company (“société à responsabilité limitée”), duly incorporated before Maître Emile Schlesser, notary professionally residing in Luxembourg, Grand Duchy of Luxembourg, on 27 th September 2012 and existing under the laws of Grand-Duchy of Luxembourg, having its registered office at 6, rue Guillaume Schneider, L-2522 Luxembourg, Grand-Duchy of Luxembourg and being registered with the Luxembourg Register of Commerce and Companies under number B 171.909, and whose articles of association (hereinafter referred to as the “Articles”) have been published in the Mémorial C, Recueil des Sociétés et Associations (Mémorical C) under number 2693 page 129221 on 05 th November 2012 and have been amended for the last time on 29 December 2015 (in process of being published in the Mémorial C) (hereinafter referred to as the “Company”).

The Appearing Party representing the whole corporate capital requires the Notary to act the following resolutions:

First resolution

The Appearing Party, on its quality of the sole shareholder of the Company, resolves to redeem and cancel, pursuant to the terms and conditions of the article 49-8 the law of 10 August 1915 on commercial companies, as amended, and article 6.5 of the Articles, the classes of shares as follows:

- eight thousand one hundred (8,100) class F shares with a nominal value of one hundred euro (EUR 100) each;
- eight thousand one hundred (8,100) class E shares with a nominal value of one hundred euro (EUR 100) each;
- eight thousand one hundred (8,100) class D shares with a nominal value of one hundred euro (EUR 100) each;
- eight thousand one hundred (8,100) class C shares with a nominal value of one hundred euro (EUR 100) each; and
- eight thousand one hundred (8,100) class B shares with a nominal value of one hundred euro (EUR 100) each

and subsequently decrease the share capital of the Company by four million fifty thousand Euros (EUR 4,050,000.-) (hereinafter referred to as the “Share Capital Reduction 1”).

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Second resolution

The Appearing Party, on its quality of the sole shareholder of the Company, further resolves to subdivide, pursuant to the article 7 (iii) of the Articles, the remaining eight thousand one hundred (8,100) class A shares into new classes of shares (hereinafter referred to as the "Subdivision") as follows:

- one hundred twenty-five (125) class A shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class B shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class C shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class D shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class E shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class F shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class G shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class H shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class I shares with a nominal value of one hundred euro (EUR 100) each
- three hundred nineteen (319) class J shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class K shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class L shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class M shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class N shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class O shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class P shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class Q shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class R shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class S shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class T shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class U shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class V shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class W shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class X shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class Y shares with a nominal value of one hundred euro (EUR 100) each; and
- three hundred nineteen (319) class Z shares with a nominal value of one hundred euro (EUR 100) each;

and respectively amends the articles 5, 6.5 and 24 of the Articles.

Third resolution

The Appearing Party, on its quality of the sole shareholder of the Company, following the above referred Subdivision, resolves to redeem and cancel, pursuant to the terms and conditions of the article 49-8 the law of 10 August 1915 on commercial companies, as amended, and article 6.5, as amended, of the Articles, the classes of shares as follows:

- three hundred nineteen (319) class Z shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class Y shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class X shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class W shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class V shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class U shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class T shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class S shares with a nominal value of one hundred euro (EUR 100) each
- three hundred nineteen (319) class R shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class Q shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class P shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class O shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class N shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class M shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class L shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class K shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class J shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class I shares with a nominal value of one hundred euro (EUR 100) each;

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- three hundred nineteen (319) class H shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class G shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class F shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class E shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class D shares with a nominal value of one hundred euro (EUR 100) each;
- three hundred nineteen (319) class C shares with a nominal value of one hundred euro (EUR 100) each; and
- three hundred nineteen (319) class B shares with a nominal value of one hundred euro (EUR 100) each,

and subsequently decrease the share capital of the Company by seven hundred ninety-seven thousand five hundred Euros (EUR 797,500.-) (hereinafter referred to as the "Share Capital Reduction 2" and together with the Share Capital Reduction 1, hereinafter referred to as the "Share Capital Reductions").

Fourth resolution

The Appearing Party, on its quality of the sole shareholder of the Company, following the above referred Share Capital Reduction 2, resolves to reclassify the remaining one hundred twenty-five (125) class A shares into the one hundred twenty-five (125) ordinary shares with a nominal value of one hundred euro (EUR 100) each and, consequently, to amend the articles 5, 6.5 and 24 of the Articles, which shall henceforth be read as follows:

" **Art. 5. Share Capital.** The share capital of the Company is set at twelve thousand five hundred Euros (EUR 12,500), divided into one hundred twenty-five (125) ordinary shares with a nominal value of one hundred Euros (EUR 100) each.";

" **Art. 6.5. Repurchase of Shares.** The repurchase of the shares of the Company shall be done pursuant to the provisions of the Law."

" **Art. 24. Allocation of Profit.** Five percent (5%) of the Company's net annual profit shall be allocated each year to the reserve required by the Act (the "Legal Reserve"), until this reserve reaches ten percent (10%) of the Company's subscribed capital.

After allocation to the Legal Reserve, the sole shareholder or the general meeting of shareholders, as the case may be, shall determine how the remainder of the annual net profits will be disposed of by allocating the whole or part of the remainder to a reserve or to a provision, by carrying it forward to the next following financial year or by distributing it, together with carried forward profits, distributable reserves or share premium to the shareholders as set forth hereafter.

In any year in which the Company resolves to make dividend distributions, drawn from net profits and from available reserves derived from retained earnings, including any share premium.".

Fifth resolutions

The Appearing Party, on its quality of the sole shareholder of the Company, furthermore reminds that the decided Share Capital Reductions through the repurchases and the cancellations of the shares referred in the first and third resolutions hereof, entitles, pursuant to the article 6.5 "Repurchase of Shares" of the Articles of the Company, the Appearing Party to the portion of the total cancellation amount which is determined in amount of nine million five hundred sixty-nine thousand four Euros thirty-nine cents (EUR 9,569,004.39).

Costs and expenses

The costs, expenses, remuneration or charges of any form whatsoever incumbent to the Company and charged to it by reason of the present deed are assessed at EUR 2,900.-.

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

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

The document having been read to the Attorney of the Appearing Party known to the Notary by her name, first name, civil status and residence, the Attorney of the Appearing Party signed together with the Notary the present deed.

Suit la traduction en français du texte qui précède:

L'an deux mille seize, le premier mars.

Par devant Maître Jean Seckler, notaire de résidence à Junglinster, Grand-Duché de Luxembourg, soussigné (ci-après le "Notaire").

A COMPARU

Atlant Real Estate S.A., une société constituée le 18 mars 2011 selon les lois des Îles Vierges Britanniques, ayant son siège social au OMC Chambers, Wickhams Cay 1, Road Town, Tortola, Îles Vierges Britanniques, et étant enregistrée en vertu de BVI Business Companies Act 2004 sous le numéro 1638475,

ici représentée par Monsieur Max MAYER, employé, ayant son domicile professionnel à Junglinster, Grand-Duché de Luxembourg, en vertu du mandat octroyé le 21 janvier 2016 (ci-après le "Mandataire").

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La procuration, signée ne varietur par le Mandataire de la Personne Comparante (tel que ce terme est défini ci-dessous) et par le Notaire soussigné, restera annexée au présent acte pour être soumise avec lui aux formalités de l'enregistrement.

(ci-après la "Personne Comparante").

Telle Personne Comparante est l'associé unique d'Atlant Energy S.à r.l., une société à responsabilité limitée luxembourgeoise, dûment constituée par devant Maître Emile Schlesser, le notaire de résidence professionnelle à Luxembourg, Grand-Duché de Luxembourg le 27 septembre 2012 et existante selon les lois du Grand-Duché de Luxembourg, ayant son siège social au 6, rue Guillaume Schneider, L-2522 Luxembourg, Grand-Duché de Luxembourg et étant immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 171.909, et dont les statuts (ci-après les "Statuts") ont été publié au Mémorial C, Recueil des Sociétés et Associations (Mémorial C) le 05 novembre 2012, sous numéro 2693, page 129221 et ont été modifiés pour la dernière fois le 29 décembre 2015 (en cours de publication au Mémorial C) (ci-après la "Société").

La Personne Comparante représentant la totalité du capital social demande le Notaire d'acter les résolutions suivantes:

Première résolution

La Personne Comparante, en sa qualité de l'associé unique de la Société, décide de racheter et d'annuler, conformément aux termes et conditions de l'article 49-8 de la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée, et l'article 6.5 des Statuts, les classes des parts sociales comme suit:

- huit mille cent (8.100) parts sociales de classe F ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- huit mille cent (8.100) parts sociales de classe E ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- huit mille cent (8.100) parts sociales de classe D ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- huit mille cent (8.100) parts sociales de classe C ayant une valeur nominale de cent euros (EUR 100,-) chacune; et
- huit mille cent (8.100) parts sociales de classe B ayant une valeur nominale de cent euros (EUR 100,-) chacune

et subséquemment de réduire le capital social de la Société de quatre millions cinquante mille euros (EUR 4.050.000,-) (ci-après la "Réduction du Capital Social 1").

Deuxième résolution

La Personne Comparante, en sa qualité de l'associé unique de la Société, en outre décide de subdiviser, conformément à l'article 7 (iii) des Statuts, les huit mille cent (8.100) parts sociales de Class A restantes dans les nouvelles classes des parts sociales (ci-après la "Subdivision") comme suit:

- cent vingt-cinq (125) parts sociales de classe A ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe B ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe C ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe D ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe E ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe F ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe G ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe H ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe I ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe J ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe K ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe L ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe M ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe N ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe O ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe P ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe Q ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe R ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe S ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe T ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe U ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe V ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe W ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe X ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe Y ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe Z ayant une valeur nominale de cent euros (EUR 100,-) chacune,

et modifier respectivement les articles 5, 6.5 et 24 des Statuts.

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Troisième résolution

La Personne Comparante, en sa qualité de l'associé unique de la Société, suivant la Subdivision susmentionnée, décide de racheter et d'annuler, conformément aux termes et conditions de l'article 49-8 de la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée, et l'article 6.5 des Statuts, les classes des parts sociales comme suit:

- trois cent dix-neuf (319) parts sociales de classe Z ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe Y ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe X ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe W ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe V ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe U ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe T ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe S ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe R ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe Q ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe P ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe O ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe N ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe M ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe L ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe K ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe J ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe I ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe H ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe G ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe F ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe E ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe D ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe C ayant une valeur nominale de cent euros (EUR 100,-) chacune;
- trois cent dix-neuf (319) parts sociales de classe B ayant une valeur nominale de cent euros (EUR 100,-) chacune,

et subséquemment de réduire la capital social de la Société de sept cent quatre-vingt-dix-sept mille cinq cent euros (EUR 797.500,-) (ci-après la "Réduction du Capital Social 2" et ensemble avec la Réduction du Capital Social 1, ci-après les "Réductions du Capital Social").

Quatrième résolution

La Personne Comparante, en sa qualité de l'associé unique de la Société, suivant la Réduction du Capital Social 2 susmentionnée, décide de reclasser les cent vingt-cinq (125) parts sociales de class A restantes en cent vingt-cinq (125) parts sociales ordinaires ayant une valeur nominale de cent euros (EUR 100,-) chacune et, par conséquent, de modifier les articles 5, 6.5 et 24 des Statuts, qui seront désormais rédigés comme suit:

" **Art. 5. Capital Social.** Le capital social de la Société s'élève à douze mille cinq cent euros (EUR 12.500,-), divisé en cent vingt-cinq (125) parts sociales ordinaires ayant une valeur nominale de cent euros (EUR 100,-) chacune.";

" **Art. 6.5. Rachat de parts sociales.** Le rachat de capital social de la Société sera fait conformément aux dispositions de la Loi.";

" **Art. 24. Affectation des Bénéfices.** Cinq pour cent (5%) du bénéfice net annuel de la Société sera attribué chaque année à la réserve prévue par la Loi (la "Réserve Légale"), jusqu'à ce que cette réserve atteigne dix pour cent (10%) du capital souscrit de la Société.

Après allocation à la Réserve Légale, l'associé unique ou l'assemblée générale des associés, selon le cas, détermine la façon dont le reste des bénéfices annuels nets seront alloués en versant la totalité ou une partie du solde sur un compte de réserve, en reportant ce solde au compte de profits ou, le cas échéant, de pertes reportées ou en le distribuant avec les bénéfices reportés, les réserves distribuables ou les fonds présents sur le compte de prime d'émission aux associés dans l'ordre décrit ci-après.

Toute année où la Société décide de procéder à des distributions de dividendes sur base des bénéfices nets et des réserves disponibles issues de bénéfices non distribués, y compris les fonds présents sur le compte de prime d'émission."

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Cinquième résolution

La Personne Comparante, en sa qualité de l'associé unique de la Société, par ailleurs, rappelle que la Réduction du Capital Social par les rachats et les annulations des parts sociales référés dans la première et la troisième résolutions ci-dessus, donnent droit, en vertu de l'article 6.5 "Rachat de Parts Sociales" des Statuts de la Société, à la Personne Comparante à une partie du montant général d'annulation qui est déterminée à la hauteur de neuf million cinq cent soixante-neuf mille quatre euros trente-neuf centimes (EUR 9.569.004,39).

Coûts et frais

Les coûts, frais, rémunération ou charges sous quelque forme que ce soit qui devront être supportés par la Société en conséquence du présent acte s'élèveront à approximativement 2.900,- EUR.

Sur quoi le présent acte a été établi à Junglinster, à la date mentionnée au début du présent acte.

Le Notaire soussigné qui comprend et parle la langue anglaise déclare que le présent acte est dressé en langue anglaise suivi d'une traduction française; à la demande de la Personne Comparante et en cas de divergences entre le texte français et le texte anglais, la version anglaise fera foi.

Après que lecture de l'acte a été faite au mandataire de la Personne Comparante, connu du Notaire par son nom, prénom, statut civil et lieu de résidence, ledit mandataire de la Personne Comparante a signé ensemble avec le Notaire le présent acte.

Signé: Max MAYER, Jean SECKLER.

Enregistré à Grevenmacher Actes Civils, le 04 mars 2016. Relation GAC/2016/1743. Reçu soixante-quinze euros 75,00 €.

Le Receveur ff. (signé): Nathalie DIEDERICH.

Référence de publication: 2016077687/271.

(160042955) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 mars 2016.

LVS II Lux XIII S.à r.l., Société à responsabilité limitée.

Siège social: L-1660 Luxembourg, 60, Grand-rue.

R.C.S. Luxembourg B 181.609.

—

In the year two thousand and sixteen, on the twenty-seventh day of the month of January;

Before Us Me Jacques KESSELER, notary residing in Pétange (Grand Duchy of Luxembourg);

THERE APPEARED:

LVS II Luxembourg II S.à r.l., a private limited liability company (société à responsabilité limitée) governed by the laws of the Grand Duchy of Luxembourg, registered with the Trade and Companies Registry of Luxembourg under number B 176932 and having its registered office at 60 Grand Rue, L-1660 Luxembourg,

here represented by Mrs Sofia AFONSO-DA CHAO CONDE, notary clerk, residing professionally in Pétange, by virtue of a proxy given under private seal; said proxy after signature ne varietur by the proxyholder and the undersigned notary shall remain attached to the present deed to be filed at the same time with the registration authorities.

Such appearing party has declared and requested the undersigned notary to state that:

- The appearing party is the sole member (the "Sole Member") of the private limited liability company (société à responsabilité limitée) existing under the name of "LVS II Lux XIII S.à r.l.", (the "Company"), with registered office at 60, Grand Rue, L-1660 Luxembourg, registered with the Trade and Companies Registry of Luxembourg under number B 181609, incorporated pursuant to a deed of Me. Carlo Wersandt, residing in Luxembourg (Grand Duchy of Luxembourg), dated 4 November 2013, published on 27 December 2013 in volume C - number 3295 of the Mémorial C, Recueil des Sociétés et Associations.

- The agenda is as follows:

1. Elimination of the distinction between category A and category B managers of the Company.

2. Amendment of article 8 of the articles of association of the Company as a consequence of agenda item 1.

3. Confirmation of the appointment of the existing managers of the Company.

4. Miscellaneous.

The Sole Member then passed the following resolutions:

First resolution

The Sole Member decides to eliminate the distinction between category A and category B managers of the Company with immediate effect.

Second resolution

In order to reflect the first resolution, the Sole Member decides to amend article 8 of the articles of association of the Company to read as follows:

"The Company is managed by one or more managers appointed and revoked, ad nutum, by the sole member or, as the case may be, the members. The managers constitute the Board. The Board may choose from among its managers a chairman. It may also choose a secretary, who need not be a manager, who shall be responsible for keeping the minutes of the Board. The Board shall meet upon call by the chairman, at the registered office of the Company or at any other place in the Grand Duchy of Luxembourg indicated in the notice of meeting. The chairman shall preside all meetings of the Board, but in his absence, the Board may appoint another manager as chairman pro tempore by vote of the majority present at any such meeting.

Written notice of any meeting of the Board must be given to the managers at least twenty-four (24) hours in advance of the date foreseen 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 waived by all the managers present or represented by consent in writing, by cable, telegram, telex or facsimile, e-mail or any other similar means of communication. A separate notice will not be required for a Board meeting to be held at a time determined in a prior resolution adopted by the Board.

Managers may approve by unanimous vote a circular resolution by expressing their consent to one or several separate instruments in writing or by telegram, telex, electronic mail or telefax confirmed in writing which shall all together constitute appropriate minutes evidencing such decision.

The minutes of any meeting of the Board shall be signed by the chairman or by the chairman pro tempore or by any two managers. Copies or extracts of resolutions or minutes which may be produced in judicial proceedings or otherwise shall be signed by the sole manager or the chairman or the chairman pro tempore or any two managers or any person duly appointed to that effect by the sole manager or the Board.

The Board can validly deliberate and act only if the majority of its members are present or represented by virtue of a proxy, which may be given by letter, telegram, telex, electronic mail or telefax to another manager or to a third party.

Resolutions shall require a majority vote. One or more managers may participate in a Board meeting by means of a conference call, a video conference or by any similar means of communication enabling thus several persons participating therein to simultaneously communicate with each other. Such participation shall be deemed equal to a physical presence at the meeting. The Board meeting held by such means of communication is considered as having been held at the registered office of the Company.

The manager(s) is/are appointed for an unlimited duration and is/are vested with the broadest powers in the representation of the Company towards third parties.

The Company will be bound by the signature of the sole manager or, in case of several managers, by the joint signature of any two managers.

The manager(s) is/are authorized to distribute interim dividends in accordance with the provisions of the Luxembourg law dated 10 August 195 on commercial companies, as amended (the "1915 Law").

The managers assume, by reason of their position, no personal liability in relation to commitments regularly made by them in the name of the Company. As simple authorised agents they are responsible only for the execution of their mandate."

Third resolution

The Sole Member resolves to confirm the mandates of the existing category A and category B managers of the Company as managers of the Company, without reference to a category of managers, for an unlimited period of time.

Declaration

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

WHEREOF, the present deed was drawn up in Pétange, at the date indicated at the beginning of the document.

After reading the present deed to the proxy-holder of the appearing party, known to the notary by his name, first name, civil status and residence, the said proxy-holder has signed with Us, the notary, the present deed.

Traduction française du texte qui précède

L'an deux mille seize, le vingt-septième jour du mois de janvier;

Par-devant Nous Maître Jacques KESSELER, notaire de résidence à Pétange, (Grand-Duché de Luxembourg);

A COMPARU:

LVS II Luxembourg II S.à r.l., une société à responsabilité limitée régie par les lois du Grand-Duché de Luxembourg, enregistrée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 176932 et ayant son siège social au 60, Grand-Rue, L-1660 Luxembourg,

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ici représentée par Madame Sofia AFONSO-DA CHAO CONDE, clerc de notaire, de résidence professionnelle à Pétange, en vertu d'une procuration sous seing privé lui délivrée; laquelle procuration, après signature ne varietur par le mandataire et le notaire instrumentaire, demeurera annexée aux présentes pour être enregistrée en même temps.

- Laquelle partie comparante est l'associé unique (l'"Associé Unique") de la société à responsabilité limitée existant sous le nom de "LVS II Lux XIII S.à r.l.", (la "Société"), avec siège social au 60, Grand-Rue, L-1660 Luxembourg, enregistrée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 181609, constituée suivant acte reçu par Maître Carlo Wersandt, notaire de résidence à Luxembourg, (Grand-Duché de Luxembourg), en date du 4 novembre 2013, publié le 27 décembre 2013 au volume C - numéro 3295 du Mémorial C, Recueil des Sociétés et Associations.

- L'ordre du jour est conçu comme suit:

1. La suppression de la distinction par catégorie des gérants de la Société.

2. La modification de l'article 8 des statuts de la Société en conséquence de la suppression des catégories des gérants de la Société.

3. La confirmation de la nomination des gérants actuels de la Société.

4. Divers.

L'Associé Unique a ensuite pris les résolutions suivantes:

Première résolution

L'Associé Unique décide de supprimer la distinction entre les gérants de la classe A et ceux de la classe B de la Société avec effet immédiat.

Deuxième résolution

Afin de refléter ce qui précède, l'Associé Unique décide de modifier l'article 8 des statuts de la Société et de lui donner la teneur suivante:

"La Société est administrée par un ou plusieurs gérants, nommés et révoqués, ad nutum, par l'associé unique ou, selon le cas, les associés. Les gérants constitueront le Conseil. Le Conseil peut choisir parmi les gérants un président. Il peut aussi choisir un secrétaire, qui n'a pas besoin d'être gérant, qui sera responsable pour tenir les minutes du Conseil. Le Conseil se réunira sur appel du président, au siège social de la Société ou à tout autre endroit au Grand-Duché de Luxembourg indiqué dans la convocation. Le président présidera toutes les réunions du Conseil, mais en son absence le Conseil peut nommer un autre gérant comme président pro tempore par un vote de la majorité présente à cette réunion.

Une convocation écrite de toute réunion du Conseil doit être donnée aux gérants au moins vingt-quatre (24) heures à l'avance de la date prévue pour la réunion, excepté en cas d'urgence, auquel cas la nature et les raisons de cette urgence seront mentionnées dans la convocation. Il peut être renoncé à cette convocation par l'accord écrit de tous les gérants par câble, télégramme, télex ou fax, e-mail ou tout autre moyen de communication. Une convocation séparée ne sera pas requise pour une réunion du Conseil à tenir à une date déterminée dans une précédente décision adoptée par la Conseil.

Les gérants peuvent approuver à l'unanimité une décision prise par voie circulaire en exprimant leur vote sur un ou plusieurs documents écrits ou par télégramme, télex, courrier électronique ou télécopie confirmés par écrit qui constitueront dans leur ensemble les procès-verbaux propres à certifier une telle décision.

Les minutes de toute réunion du Conseil seront signées par le président ou par le président pro tempore ou par deux gérants. Des copies ou extraits de résolutions ou minutes en vue de leur production en justice ou autrement seront signées par le gérant unique ou par le président ou président pro tempore ou par deux gérants ou par toute autre personne dûment nommée à cet effet par le gérant unique ou par le Conseil.

Le Conseil ne peut délibérer que si la majorité de ses membres est présente ou représentée en vertu d'une procuration, qui peut être donnée par écrit, télégramme, télex, courrier électronique ou télécopie à un autre gérant ou à un tiers.

Les décisions du Conseil sont prises à la majorité des voix. Un ou plusieurs gérants peuvent participer à une réunion du Conseil par conférence téléphonique, par conférence vidéo ou par tout autre moyen de communication similaire permettant ainsi à plusieurs personnes y participant de communiquer simultanément l'une avec l'autre. Une telle participation sera considérée comme équivalent à une présence physique à la réunion. Une réunion du Conseil tenue par ces moyens sera considérée comme ayant été tenue au siège social de la Société Le(s) gérant(s) est/sont nommé(s) pour une durée indéterminée et est/ sont investi(s) dans la représentation de la Société vis-à-vis des tiers des pouvoirs les plus étendus.

La Société sera engagée par la signature individuelle du gérant unique ou, en cas de plusieurs gérants, par la signature conjointe de deux gérants.

Le(s) gérant(s) est/sont autorisé(s) à distribuer des dividendes intérimaires moyennant le respect des dispositions de la loi luxembourgeoise du 10 août 1915 sur les sociétés commerciales elle que modifiée (la "Loi de 1915").

Les gérants ne contractent à raison de leur fonction aucune obligation personnelle relativement aux engagements régulièrement pris par eux au nom de la Société; simples mandataires, ils ne sont responsables que de l'exécution de leur mandat."

Troisième résolution

L'Associé Unique décide de reconduire les mandats des gérants actuels de classe A et de classe B de la Société en tant que gérants de la Société, sans aucune référence à une classe de gérants, pour une durée indéterminée.

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Déclaration

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

DONT ACTE, le présent acte a été passé à Pétange, à la date indiquée en tête des présentes.

Après lecture du présent acte au mandataire de la partie comparante, agissant comme dit ci-avant, connu du notaire par nom, prénom, état civil et domicile, le mandataire a signé avec Nous, notaire, le présent acte.

Signé: Conde, Kesseler.

Enregistré à Esch/Alzette Actes Civils, le 05 février 2016. Relation: EAC/2016/3244. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): Santioni A.

POUR EXPEDITION CONFORME.

Référence de publication: 2016080274/154.

(160045941) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 mars 2016.

LBRI SCA, Société en Commandite par Actions.

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

R.C.S. Luxembourg B 202.948.

In the year two thousand and fifteen, on the twenty-eighth day of December.

In front of Maître Jacques Kesseler, notary residing in Pétange, Grand Duchy of Luxembourg, undersigned.

Is held

an extraordinary general meeting of the partners (the "Meeting") of LBRI SCA, a Luxembourg partnership limited by shares ("société en commandite par actions"), having its registered office at 26A, boulevard Royal, L-2449 Luxembourg, Grand Duchy of Luxembourg, incorporated by a deed enacted by the undersigned notary, on 8 December 2015, not yet published in the Memorial C, Recueil des Sociétés et Associations (the "Mémorial C") and in the process of registration with the Luxembourg Trade and Companies' Register (R.C.S. Luxembourg) (the "Company").

The Meeting is presided by the general partner of the Company, duly represented by Mrs Sofia AFONSO-DA CHAO CONDE, notary clerk,, with professional address in 13, route de Luxembourg, L-4761 Pétange, Grand Duchy of Luxembourg.

The chairman appoints as secretary Mrs Marisa GOMES, private employee, with professional address in 13, route de Luxembourg, L-4761 Pétange, Grand Duchy of Luxembourg.

The Meeting elects as scrutineer Mrs Marisa GOMES, private employee, with professional address in 13, route de Luxembourg, L-4761 Pétange, Grand Duchy of Luxembourg.

The bureau having thus been constituted, the chairman declares and requests the notary to act that:

I. The name of the partners of the Company and the number of shares held by them are shown on an attendance list signed by the partners present, the proxy-holders of the partners represented and by the members of the Meeting. The list and the proxies, signed "ne varietur" by the appearing persons, the members of the bureau and the undersigned notary shall remain annexed to the present deed to be filed therewith with the registration authorities

II. It appears from the said attendance list that the 30,999 (thirty thousand nine hundred ninety-nine) limited shares and the 1 (one) unlimited shares, with a nominal value of EUR 1 (one Euro) each, representing the whole share capital of the Company, are present or represented at the Meeting. The Meeting is therefore validly constituted and may validly resolve on its agenda known to the partners of the Company present or represented.

III. The partners of the Company represented as stated above declare having had full knowledge of the agenda of the Meeting so that the Meeting can validly decide on all items of the agenda.

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

Agenda

1. Waiving of notice right;

2. Creation of two new classes of shares, namely the A shares and the B shares, divided into 10 (ten) sub-classes of shares each;

3. Conversion of all the existing limited shares into A shares;

4. Increase of the share capital of the Company by an amount of EUR 87,969,001 (eighty-seven million nine hundred sixty-nine thousand one Euro) so as to raise it from its current amount of EUR 31,000.- (thirty-one thousand Euro) to EUR 88,000,001 (eighty-eight million one Euro) by the issuance of (i) 66,969,001 (sixty-six million nine hundred sixty-nine thousand one) new A shares with a nominal value of EUR 1.- (one Euro) each, and (ii) 21,000,000 (twenty-one million) new B shares with a nominal value of EUR 1.- (one Euro) each, the whole to be fully subscribed and paid up through

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contributions in cash by OCM Luxembourg EPF III S.à r.l., Private Equity Co-Investment Partners LP, Private Equity Co-Investment Partners Offshore Holdings LP, FPP Alternative Investment I, LP, DALPP, LP, Merbau Investors Offshore Holdings II, L.P., HO Fund B LP, GT Fund B LP, Aegis Investors, LP, Ubar Investment Holdings Limited, Moonstone Investments Limited, MJLD SAS, Hermes GPE Horizon Co-Investment LP, Hermes GPE PEC II LP and Mathieu Guillemin;

5. Restatement of the articles of association of the Company;

6. Acknowledgment of the resignation of Ludivine Lanners, Christophe Tasiaux and Sébastien Pauly and approval of the appointment of Mathieu Guillemin, Andreas Andreadis and Stavros Andreadis, as members of the supervisory board of the Company; and

7. Miscellaneous.

After the foregoing was approved by the Meeting, the following resolutions have been taken:

First resolution:

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

Second resolution:

The partners of the Company resolved to create two new classes of shares in the share capital of the Company, namely the A shares and the B shares, having a nominal value of EUR 1.- (one Euro) each, which shall have the rights set out in the articles of association of the Company as amended pursuant to the below resolutions, both classes of shares being divided into ten sub-classes of shares as follows:

A1 shares	B1 shares
A2 shares	B2 shares
A3 shares	B3 shares
A4 shares	B4 shares
A5 shares	B5 shares
A6 shares	B6 shares
A7 shares	B7 shares
A8 shares	B8 shares
A9 shares	B9 shares
A9 shares	B10 shares
Collectively the "A shares"	Collectively the "B shares"

Third resolution:

The partners of the Company resolved to convert the 30,999 (thirty thousand nine hundred ninety-nine) existing limited shares of the Company, with a nominal value of EUR 1.- (one Euro) each, into:

- 3,100 (three thousand one hundred) A1 shares;
- 3,100 (three thousand one hundred) A2 shares;
- 3,100 (three thousand one hundred) A3 shares;
- 3,100 (three thousand one hundred) A4 shares;
- 3,100 (three thousand one hundred) A5 shares;
- 3,100 (three thousand one hundred) A6 shares;
- 3,100 (three thousand one hundred) A7 shares;
- 3,100 (three thousand one hundred) A8 shares;
- 3,100 (three thousand one hundred) A9 shares;
- 3,099 (three thousand ninety-nine) A10 shares,

with a nominal value of EUR 1.- (one Euro) each, so that the whole share capital of the Company is represented by 1 (one) unlimited share and 30,999 (thirty thousand nine hundred ninety-nine) A shares divided as described above.

Fourth resolution:

The partners of the Company resolved to increase the share capital of the Company by an amount of EUR 87,969,001 (eighty-seven million nine hundred sixty-nine thousand one Euro) so as to raise it from its current amount of EUR 31,000.- (thirty-one thousand Euro) to EUR 88,000,001 (eighty-eight million one Euro) by the issuance of (i) 66,969,001 (sixty-six million nine hundred sixty-nine thousand one) new A shares with a nominal value of EUR 1.- (one Euro) each, and (ii)

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21,000,000 (twenty-one million) new B shares with a nominal value of EUR 1.- (one Euro) each (the "New Shares"), the whole to be fully subscribed and paid up through contributions in cash (the "Contributions in Cash") by:

- OCM Luxembourg EPF III S.à r.l., a private limited liability company (société à responsabilité limitée) incorporated and validly existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 26A, boulevard Royal, L-2449 Luxembourg, with a share capital of EUR 1,127,300, and registered with the Luxembourg Trade and Companies' Register (R.C.S. Luxembourg) under number B 159.343;

- Private Equity Co-Investment Partners LP, a company governed by the laws of the United States, having its registered office at c/o Goldman Sachs Private Equity Group, 200 West Street, 38 th Floor, New York, New York 10282;

- Private Equity Co-Investment Partners Offshore Holdings LP, a company governed by the laws of the United States, having its registered office at c/o Goldman Sachs Private Equity Group, 200 West Street, 38 th Floor, New York, New York 10282;

- FPP Alternative Investment I, LP, a company governed by the laws of the United States, having its registered office at c/o Goldman Sachs Private Equity Group, 200 West Street, 38 th Floor, New York, New York 10282;

- DALPP, LP, a company governed by the laws of the United States, having its registered office at c/o Goldman Sachs Private Equity Group, 200 West Street, 38 th Floor, New York, New York 10282;

- Merbau Investors Offshore Holdings II, L.P., a company governed by the laws of the United States, having its registered office at c/o Goldman Sachs Private Equity Group, 200 West Street, 38 th Floor, New York, New York 10282;

- HO Fund B LP, a company governed by the laws of the United States, having its registered office at c/o Goldman Sachs Private Equity Group, 200 West Street, 38 th Floor, New York, New York 10282;

- GT Fund B LP, a company governed by the laws of the United States, having its registered office at c/o Goldman Sachs Private Equity Group, 200 West Street, 38 th Floor, New York, New York 10282;

- Aegis Investors, LP, a company governed by the laws of the United States, having its registered office at c/o Goldman Sachs Private Equity Group, 200 West Street, 38 th Floor, New York, New York 10282;

- Ubar Investment Holdings Limited, a company governed by the laws of the United States, haiving its registered office at c/o Goldman Sachs Private Equity Group, 200 West Street, 38 th Floor, New York, New York 10282;

- Moonstone Investments Limited, a company governed by the laws of England, having its registered office at Park Place, Park Street, St Peter Port, Guernsey, GY1 1EE;

- MJLD SAS, a company governed by the laws of France, having its registered office at 16, avenue Robert Schuman, 75007 Paris, France;

- Hermes GPE Horizon Co-Investment LP, a company governed by the laws of Scotland, having its registered office at 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ;

- Hermes GPE PEC II LP, a company governed by the laws of Scotland, having its registered office at 50 Lothian Road, Festival Square, Edinburgh EH3 9WJ; and

- Mathieu Guillemin, born in France, on 9 December 1970, residing professionally at 11 Chalcot Gardens, London NW3 4YB, United Kingdom;

as follows:

Name	Number of new A shares	Number of new B shares	Contributions in Cash amount
OCM Luxembourg EPF III S.à r.l.	996,900 A1 shares 996,900 A2 shares 996,900 A3 shares 996,900 A4 shares 996,900 A5 shares 996,900 A6 shares 996,900 A7 shares 996,900 A8 shares 996,900 A9 shares 996,901 A10 shares	/	EUR 9,969,001
Private Equity Co-Investment Partners LP	442,542 A1 shares 442,542 A2 shares 442,542 A3 shares 442,542 A4 shares 442,542 A5 shares 442,542 A6 shares 442,542 A7 shares 442,542 A8 shares 442,542 A9 shares	/	EUR 4,425,424

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	442,546 A10 shares		
Private Equity Co-Investment Partners Offshore Holdings LP	252,665 A1 shares	/	EUR 2,526,651
	252,665 A2 shares		
	252,665 A3 shares		
	252,665 A4 shares		
	252,665 A5 shares		
	252,665 A6 shares		
	252,665 A7 shares		
	252,665 A8 shares		
	252,665 A9 shares		
	252,666 A10 shares		
FPP Alternative Investment I, LP	123,741 A1 shares	/	EUR 1,237,415
	123,741 A2 shares		
	123,741 A3 shares		
	123,741 A4 shares		
	123,741 A5 shares		
	123,741 A6 shares		
	123,741 A7 shares		
	123,741 A8 shares		
	123,741 A9 shares		
	123,746 A10 shares		
DALPP, LP	169,694 A1 shares	/	EUR 1,696,940
	169,694 A2 shares		
	169,694 A3 shares		
	169,694 A4 shares		
	169,694 A5 shares		
	169,694 A6 shares		
	169,694 A7 shares		
	169,694 A8 shares		
	169,694 A9 shares		
	169,694 A10 shares		
Merbau Investors Offshore Holdings II, L.P.	109,700 A1 shares	/	EUR 1,097,004
	109,700 A2 shares		
	109,700 A3 shares		
	109,700 A4 shares		
	109,700 A5 shares		
	109,700 A6 shares		
	109,700 A7 shares		
	109,700 A8 shares		
	109,700 A9 shares		
	109,704 A10 shares		
HO Fund B LP	181,001 A1 shares	/	EUR 1,810,011
	181,001 A2 shares		
	181,001 A3 shares		
	181,001 A4 shares		
	181,001 A5 shares		
	181,001 A6 shares		
	181,001 A7 shares		
	181,001 A8 shares		
	181,001 A9 shares		
	181,002 A10 shares		
GT Fund B LP	181,001 A1 shares	/	EUR 1,810,011
	181,001 A2 shares		
	181,001 A3 shares		
	181,001 A4 shares		
	181,001 A5 shares		
	181,001 A6 shares		
	181,001 A7 shares		
	181,001 A8 shares		
	181,001 A9 shares		
	181,002 A10 shares		

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Aegis Investors, LP	203,631 A1 shares 203,631 A2 shares 203,631 A3 shares 203,631 A4 shares 203,631 A5 shares 203,631 A6 shares 203,631 A7 shares 203,631 A8 shares 203,631 A9 shares 203,638 A10 shares	/	EUR 2,036,317
Ubar Investment Holdings Limited	136,022 A1 shares 136,022 A2 shares 136,022 A3 shares 136,022 A4 shares 136,022 A5 shares 136,022 A6 shares 136,022 A7 shares 136,022 A8 shares 136,022 A9 shares 136,029 A10 shares	/	EUR 1,360,227
Moonstone Investments Limited	1,400,000 A1 shares 1,400,000 A2 shares 1,400,000 A3 shares 1,400,000 A4 shares 1,400,000 A5 shares 1,400,000 A6 shares 1,400,000 A7 shares 1,400,000 A8 shares 1,400,000 A9 shares 1,400,000 A10 shares	/	EUR 14,000,000
MJLD SAS	1,400,000 A1 shares 1,400,000 A2 shares 1,400,000 A3 shares 1,400,000 A4 shares 1,400,000 A5 shares 1,400,000 A6 shares 1,400,000 A7 shares 1,400,000 A8 shares 1,400,000 A9 shares 1,400,000 A10 shares	2,100,000 B1 shares 2,100,000 B2 shares 2,100,000 B3 shares 2,100,000 B4 shares 2,100,000 B5 shares 2,100,000 B6 shares 2,100,000 B7 shares 2,100,000 B8 shares 2,100,000 B9 shares 2,100,000 B10 shares	EUR 35,000,000
Hermes GPE Horizon Co-Investment LP	416,000 A1 shares 416,000 A2 shares 416,000 A3 shares 416,000 A4 shares 416,000 A5 shares 416,000 A6 shares 416,000 A7 shares 416,000 A8 shares 416,000 A9 shares 416,000 A10 shares	/	EUR 4,160,000
Hermes GPE PEC II LP	184,000 A1 shares 184,000 A2 shares 184,000 A3 shares 184,000 A4 shares 184,000 A5 shares 184,000 A6 shares 184,000 A7 shares 184,000 A8 shares 184,000 A9 shares 184,000 A10 shares	/	EUR 1,840,000
Mathieu Guillemin	500,000 A1 shares	/	EUR 5,000,000

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500,000 A2 shares
500,000 A3 shares
500,000 A4 shares
500,000 A5 shares
500,000 A6 shares
500,000 A7 shares
500,000 A8 shares
500,000 A9 shares
500,000 A10 shares

All the above listed entities are referred to as the "Contributors".

Intervention - Subscription

Here appeared the Contributors represented by proxies signed under private seal, which will remain annexed to the present deed to be filed at the same time for registration purposes.

The Contributors hereby declared to subscribe to the New Shares, which have been fully paid up through the Contributions in Cash, in the proportion and for the amounts abovementioned.

The partners of the Company resolved to accept the subscription and the payment by the Contributors of the New Shares through the Contributions in Cash, in the proportion and for the amounts abovementioned.

Evidence of existence Contributions in Cash

The New Shares have been entirely paid up by the Contributions in Cash as described below.

A proof of the Contributions in Cash has been given to the undersigned notary.

The Contributions in Cash amount to a total of EUR 87,969,001 (eighty-seven million nine hundred sixty-nine thousand one Euro) and the Company has from now at its disposal such total amount of EUR 87,969,001 (eighty-seven million nine hundred sixty-nine thousand one Euro) evidence of which is given by a bank certificate to the undersigned notary who expressly records this statement.

The notary acted that the 88,000,001 (eighty-eight million one) shares representing the whole share capital of the Company are represented so that the meeting can validly decide on the resolutions to be taken below.

Fifth resolution:

The partners of the Company resolved to amend and restate the articles of association of the Company, so as to be read as follows:

"Name - Object - Registered office - Duration

Art. 1. There is hereby formed a "société en commandite par actions" (partnership limited by shares), governed by the present articles of association (the "Articles") and by current Luxembourg laws, in particular the law of 10 August 1915 on commercial companies, as amended (the "Law") (the "Company").

Art. 2. The Company's name is "LBRI SCA".

Art. 3. The Company's purpose is:

(1) To take participations and interests, in any form whatsoever, in any commercial, industrial, financial or other, Luxembourg or foreign companies or enterprises;

(2) To acquire through participations, contributions, underwriting, purchases or options, negotiation or in any other way any securities, rights, patents and licenses and other property, rights and interest in property as the Company shall deem fit;

(3) Generally to hold, manage, develop, sell or dispose of the same, in whole or in part, for such consideration as the Company may think fit, and in particular for shares or securities of any company purchasing the same;

(4) To enter into, assist or participate in financial, commercial and other transactions;

(5) To grant to any holding company, subsidiary, or fellow subsidiary, or any other company which belong to the same group of companies than the Company (the "Affiliates") any assistance, loans, advances or guarantees (in the latter case, even in favour of a third-party lender of the Affiliates);

(6) To borrow and raise money in any manner and to secure the repayment of any money borrowed;

(7) Generally to do all such other things as may appear to the Company to be incidental or conducive to the attainment of the above objects or any of them.

The Company can perform all commercial, technical and financial operations, connected directly or indirectly in all areas as described above in order to facilitate the accomplishment of its purpose.

Art. 4. The Company has its registered office in the City of Luxembourg, Grand Duchy of Luxembourg.

The registered office may be transferred within the municipality of Luxembourg by decision of the General Partner (as defined below).

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The registered office of the Company may be transferred to any other place in the Grand Duchy of Luxembourg or abroad by means of a resolution of an extraordinary General Meeting (as defined below) adopted under the conditions required by the Law.

The Company may have offices and branches (whether or not a permanent establishment) both in the Grand Duchy of Luxembourg and abroad.

In the event that the General Partner 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 General Partner.

Art. 5. The Company is established for an unlimited duration.

Share Capital - Shares

Art. 6. The subscribed share capital amounts to EUR 88,000,001 (eighty-eight million one Euro) represented by 1 (one) Unlimited Share and 10 (ten) series of shares composed of 67,000,000 (sixty-seven million) A Shares (as defined below) and 21,000,000 (twenty-one million) B Shares (as defined below) classified as follows:

6,699,997 (six million six hundred ninety-nine thousand nine hundred ninety-seven) A1 Shares	2,100,000 (two million one hundred thousand) B1 Shares	collectively the "Series 1 Shares"
6,699,997 (six million six hundred ninety-nine thousand nine hundred ninety-seven) A2 Shares	2,100,000 (two million one hundred thousand) B2 Shares	collectively the "Series 2 Shares"
6,699,997 (six million six hundred ninety-nine thousand nine hundred ninety-seven) A3 Shares	2,100,000 (two million one hundred thousand) B3 Shares	collectively the "Series 3 Shares"
6,699,997 (six million six hundred ninety-nine thousand nine hundred ninety-seven) A4 Shares	2,100,000 (two million one hundred thousand) B4 Shares	collectively the "Series 4 Shares"
6,699,997 (six million six hundred ninety-nine thousand nine hundred ninety-seven) A5 Shares	2,100,000 (two million one hundred thousand) B5 Shares	collectively the "Series 5 Shares"
6,699,997 (six million six hundred ninety-nine thousand nine hundred ninety-seven) A6 Shares	2,100,000 (two million one hundred thousand) B6 Shares	collectively the "Series 6 Shares"
6,699,997 (six million six hundred ninety-nine thousand nine hundred ninety-seven) A7 Shares	2,100,000 (two million one hundred thousand) B7 Shares	collectively the "Series 7 Shares"
6,699,997 (six million six hundred ninety-nine thousand nine hundred ninety-seven) A8 Shares	2,100,000 (two million one hundred thousand) B8 Shares	collectively the "Series 8 Shares"
6,699,997 (six million six hundred ninety-nine thousand nine hundred ninety-seven) A9 Shares	2,100,000 (two million one hundred thousand)B9 Shares	collectively the "Series 9 Shares"
6,700,027 (six million seven hundred thousand twenty-seven) A10 Shares	2,100,000 (two million one hundred thousand) B10 Shares	collectively the "Series 10 Shares"
Collectively the "A Shares"	Collectively the "B Shares"	

All the Series 1 Shares, the Series 2 Shares, the Series 3 Shares, the Series 4 Shares, the Series 5 Shares, the Series 6 Shares, the Series 7 Shares, the Series 8 Shares, the Series 9 Shares and the Series 10 Shares will be collectively or individually, as the case may be, referred to as the "Series of Shares".

All the Unlimited Shares, the A Shares and the B Shares will be collectively referred to as the "shares" as the case may be, or individually as a "share" and the holders of shares are referred to as the "shareholders", or individually as a "shareholder".

Each Series of Shares has the following features which mainly lead to the following economic rationale:

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- the Series 10 Shares give right to the net profits and distributable amounts realized or accounted for by the Company as from the day of its incorporation until the earlier of (i) the redemption of the Series 10 Shares or (ii) the distribution of profits as dividend in accordance with section 17 (the "First Dividend");

- the Series 9 Shares give right to the net profits and distributable amounts realized or accounted for by the Company as from the redemption of the Series 10 Shares or as from the First Dividend until the earlier of (i) the redemption of the said Series 9 Shares or (ii) the distribution of profits as dividend in accordance with section 17 (the "Second Dividend");

- the Series 8 Shares give right to the net profits and distributable amounts realized or accounted for by the Company as from the redemption of the Series 9 Shares or as from the Second Dividend until the earlier of (i) the redemption of the said Series 8 Shares or (ii) the distribution of profits as dividend in accordance with section 17 (the "Third Dividend");

- the Series 7 Shares give right to the net profits and distributable amounts realized or accounted for by the Company as from the redemption of the Series 8 Shares or as from the Third Dividend until the earlier of (i) the redemption of the said Series 7 Shares or (ii) the distribution of profits as dividend in accordance with section 17 (the "Fourth Dividend");

- the Series 6 Shares give right to the net profits and distributable amounts realized or accounted for by the Company as from the redemption of the Series 7 Shares or as from the Fourth Dividend until the earlier of (i) the redemption of the Series 6 Shares or

(ii) the distribution of profits as dividend in accordance with section 17 (the "Fifth Dividend");

- the Series 5 Shares give right to the net profits and distributable amounts realized or accounted for by the Company as from the redemption of the Series 6 Shares or as from the Fifth Dividend until the earlier of (i) the redemption of the said Series 5 Shares or (ii) the distribution of profits as dividend in accordance with section 17 (the "Sixth Dividend");

- the Series 4 Shares give right to the net profits and distributable amounts realized or accounted for by the Company as from the redemption of the Series 5 Shares or as from the Sixth Dividend until the earlier of (i) the redemption of the said Series 4 Shares or (ii) the distribution of profits as dividend in accordance with section 17 (the "Seventh Dividend");

- the Series 3 Shares give right to the net profits and distributable amounts realized or accounted for by the Company as from the redemption of the Series 4 Shares or as from the Seventh Dividend until the earlier of (i) the redemption of the said Series 3 Shares or (ii) the distribution of profits as dividend in accordance with section 17 (the "Eighth Dividend");

- the Series 2 Shares give right to the net profits and distributable amounts realized or accounted for by the Company as from the redemption of the Series 3 Shares or as from the Eighth Dividend until the earlier of (i) the redemption of the said Series 2 Shares or (ii) the distribution of profits as dividend in accordance with section 17 (the "Ninth Dividend");

- the Series 1 Shares give right to the net profits and distributable amounts realized or accounted for by the Company as from the redemption of the Series 2 Shares or as from the Ninth Dividend until the earlier of (i) the redemption of the said Series 1 Shares or (ii) the distribution of profits as dividend in accordance with section 17.

The share capital of the Company may be increased or reduced by a resolution adopted by the General Meeting and in the manner set out in these Articles.

Art. 7. Transfer of Securities.

7.1. No transfer of any Security or of the Unlimited Share (or any interest therein) shall be made if these Articles or any shareholders' agreement that may be entered into between the shareholders from time to time would not expressly permit a transfer of the legal ownership of a Security to the transferee.

The shares shall be in registered form and will remain in registered form.

A share register will be kept at the registered office of the Company in accordance with the provisions of the Law and may be examined by each shareholder who so requests.

The ownership of the Shares will be established by the entry in this register.

The Company will recognise only one holder per share. In the event that a share is held by more than one person, the Company has the right to suspend the exercise of all rights attached to that Share until one person has been appointed as sole owner in relation to the Company.

Without prejudice of the provisions of these Articles, a transfer of shares may be effected by a written declaration of transfer entered in the share register of the Company, such declaration of transfer to be executed by the transferor and the transferee or by their duly authorized representatives, and in accordance with the provisions applying to the transfer of claims provided for in article 1690 of the Luxembourg civil code. The Company shall, to the extent permitted by law, refuse to register the transfer of a share which is not a Permitted Transfer and inform the transferee of the refusal as soon as practicable and in any event within one month of the transfer being lodged with the Company, provided that they shall not be obliged to provide such information if they suspect that the proposed transfer may be fraudulent.

The Company may also accept as proof of transfer other instruments of transfer evidencing the consent of the transferor and the transferee satisfactory to the Company.

7.2. Stapling

If any shareholder wishes to transfer or transfers all or any of its A Shares, B Shares and/or PECs (including pursuant to sections 7.6 and 7.7), it must simultaneously transfer all or the same proportion (as applicable) of all of its A Shares, B Shares and PECs to the same transferee, provided that this shall not apply to transfers made pursuant to sections 7.8.5. b) (i) and 7.8.5. d) (i).

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7.3. Acquisition of control

Save:

a) with the prior written consent of the General Partner and after complying (in each case to the extent applicable) with sections 7.6. and 7.8.; or

b) pursuant to the provisions of section 7.7., no transfer of any shares shall be permitted if it would result in a person or group of persons acting in concert holding more than 50% of the number of votes that can be cast at a General Meeting of the Company, where "acting in concert" means a group of persons who, pursuant to an agreement or understanding (whether formal or informal), actively cooperate, either directly or indirectly, to obtain more than 50% of the number of votes that can be cast at a General Meeting of the Company.

7.4. Permitted transfers

Subject to sections 7.2. and 7.3., the following transfers are permitted:

a) any transfer by a shareholder which is not a natural person to an Affiliate of the transferor, provided that the transferee agrees with the Company that if the transferee ceases to be an Affiliate of the transferor, all its Securities will be transferred to the original transferor or another Affiliate of such person;

b) any transfer by a shareholder which is a natural person to that shareholder's then-current spouse, civil partner or family trust (being a trust solely for the benefit of that shareholder, that shareholder's then-current spouse and that shareholder's children) (each, a "Family Transferee"), provided that the transferee agrees with the Company that if the transferee ceases to be a Family Transferee of the transferor, all its Secutities will be transferred to the original transfer or another Family Transferee of such person;

c) in the case of SA only, any transfer after the fifth anniversary of the Completion Date if he has retired from the Group;

d) any transfer pursuant to a Solvent Reorganisation or an Initial Public Offering in accordance with these Articles or any shareholders' agreement that may be entered between the shareholders from time to time;

e) any transfer after an Initial Public Offering provided that such transfer is permitted by the IPO Shareholders' Agreement and not in breach of any lock-up or orderly marketing restrictions entered into in connection with an Initial Public Offering;

f) any transfer pursuant to the provisions of section 7.6.;

g) any transfer pursuant to the provisions of section 7.7.;

h) prior to the fifth anniversary of the Completion Date, any transfer of A Shares and/or Preferred Securities by a Financial Investor pursuant to the provisions of section 7.7. and provided (if applicable) that the provisions of section 7.6. are complied with;

i) after the fifth anniversary of Completion Date, any transfer of A Shares and/or Preferred Securities by a Financial Investor to any person provided (if applicable) that the provisions of section 7.6. are complied with; and

j) any transfer pursuant to the provisions of any put option granted by any shareholders' agreement entered into between the shareholders from time to time, and for the avoidance of doubt no other transfers are permitted.

7.5. Unlimited Share

No transfer of the Unlimited Share in the Company may be made except pursuant to a Proposed Drag-Along Sale or when the General Partner ceases to be the general partner of the Company it shall promptly transfer at nominal value the Unlimited Share in the Company to its replacement as appointed in accordance with these Articles, and the General Partner irrevocably appoints each director of the new general partner of the Company so appointed to be its attorney with full power and authority to do all things necessary or expedient to effect such transfer.

7.6. Tag-along rights

a) Tag-along mechanism

Subject to section 7.6. f), no transfer of any interest in A Shares may be made by any Selling Shareholder(s) if it would result in a Proposed Tag-Along Transfer unless: (a) the Acquirer has first made a written offer in accordance with this section to the Non-Selling Shareholders to purchase all of their A Shares and Preferred Securities at the Notified Price and on no less preferential terms and conditions (including time of payment, form of consideration, representations, warranties, covenants and indemnities (if any)) (provided they are given on a several basis) as to be paid and given to and by the Selling Shareholder(s); and (b) the Acceptance Period shall have expired; and (c) the completion of the sale and purchase of the relevant Securities of each Tagging Shareholder is completed simultaneously with completion of the Proposed Tag-Along Transfer.

b) Costs

Each Selling Shareholder and Tagging Shareholder is responsible for its proportionate share of the costs of the Proposed Tag-Along Transfer to the extent not paid or reimbursed by the Acquirer or the Company based on the proceeds of sale to be received by that Selling Shareholder or Tagging Shareholder as a proportion of the proceeds of sale to be received by all Selling Shareholders and Tagging Shareholders.

c) Terms of tag-along offer

The written offer required to be given by the Acquirer under this section must be given not more than five Business Days after the signing of the definitive agreement relating to the Proposed Tag-Along Transfer between the Selling Sha-

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reholder(s) and the Acquirer and must be open for acceptance during the Acceptance Period. Copies of all transaction documents relating to the Proposed Tag-Along Transfer must be delivered to the Non-Selling Shareholder(s) at the same time as the written offer made by the Acquirer under this section is made, or if not available at such time promptly as the same become available.

d) Acceptance of tag-along offer

If a Non-Selling Shareholder wishes to accept the Acquirer's offer under this section it must do so by means of a written notice to the Acquirer indicating its acceptance of the offer in respect of either at the election of the Non-Selling Shareholder: (a) the same proportion of its A Shares and Preferred Securities as the Selling Shareholder(s) are selling of their A Shares and Preferred Securities; or (b) all its A Shares and Preferred Securities within the Acceptance Period.

e) Effect of no acceptances of tag-along offer

If some or all of the Non-Selling Shareholders do not accept the Acquirer's offer under this section in accordance with section 7.6. d), the Proposed Tag-Along Transfer is permitted to be made:

(i) within 30 days after the expiry of the Acceptance Period;

(ii) so long as it takes place on terms and conditions no more favourable in any respect to the Selling Shareholder(s); and

(iii) on the basis that all of the A Shares and Preferred Securities proposed to be sold under the Proposed Tag-Along Transfer (together with all A Shares and Preferred Securities in respect of which Non-Selling Shareholders have accepted the Acquirer's offer under this section are transferred simultaneously.

f) Exceptions

The provisions of this section will not apply to any transfer of A Shares:

a) which is a Permitted Transfer pursuant to sections 7.4. a), b), d), e), g), or j); or

b) pursuant to a Solvent Reorganisation or Initial Public Offering in accordance with sections 20 to 22.

7.7. Drag-along rights

a) Drag-along mechanism

If (in accordance with sections 20.1. and 20.2.) an Instructing Group agrees terms for a Proposed Drag-Along Sale with a Third Party Purchaser then, on receipt of a Drag-Along Notice from the Instructing Group, all the Dragged Shareholders are bound to:

(i) cooperate and take all reasonable actions by the Instructing Group to effect the Proposed Drag-Along Sale, including (if required by the Instructing Group) do all acts and things necessary to facilitate a Solvent Reorganisation in accordance with sections 20 to 22 or a sale of all or substantially all of the Group's business and assets to the Third Party Purchaser; and

(ii) if the Proposed Drag-Along Sale involves a transfer of all or a proportion of the Securities, transfer all or that proportion of their Securities and the Unlimited Share to the Third Party Purchaser (or, in the case of the Unlimited Share, to such transferee as the Third Party Purchaser may direct) at the Drag-Along Price (which will for the avoidance of doubt be received by each member of the Instructing Group and each Dragged Shareholder) and on no less preferential terms and conditions (including time of payment, form of consideration, representations, warranties, covenants and indemnities (if any)) as to be paid and given to and by the Instructing Group (provided that in respect of representations, warranties, covenants and indemnities (i) they are given on a several and proportionate basis and liability is capped at consideration received; (ii) no seller shall be liable for breach by any other seller; (iii) the only warranties and representations that each Dragged Shareholder can be required to give are warranties as to its capacity to enter into the relevant agreements and title to the relevant Securities; and (iv) no Dragged Shareholder will be required to give a non-compete or non-solicitation covenant),

provided that each Dragged Shareholder's rights pursuant to section 18 are not disproportionately or materially adversely affected and their other rights are materially preserved.

b) Costs

If a Drag-Along Notice is served, each member of the Instructing Group and each Dragged Shareholder is responsible for its proportionate share of the costs of the Proposed Drag-Along Sale to the extent not paid or reimbursed by the Third Party Purchaser or the Company based on the proceeds of sale to be received by that member of the Instructing Group or Dragged Shareholder as a proportion of the proceeds of sale to be received by all members of the Instructing Group and Dragged Shareholders.

c) Drag-Along Notice

The Drag-Along Notice must set out reasonable details of the Proposed Drag-Along Sale, including the name and address of the proposed Third Party Purchaser, whether it is proposed that Securities or all or substantially all or the business and assets of the Group be transferred, any Solvent Reorganisation to be undertaken, and the proposed amount and form of consideration and any other terms and conditions of payment offered for the Securities. The Drag-Along Notice may make provision for the Dragged Shareholders to elect to receive consideration in a form that is different to that to be received by the Instructing Group. The Drag-Along Notice must specify a date, time and place for the Dragged Shareholders to execute the documents necessary (in the reasonable opinion of the Instructing Group) in connection with the Drag-Along Sale (and

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any associated Solvent Reorganisation) (the "Drag-Along Documents"), being a date which is not less than ten Business Days after the date of the Drag-Along Notice (and not earlier than the date on which the Instructing Group executes the Drag-Along Documents).

d) Execution of transfers and pre-emption waivers

If a Dragged Shareholder does not, within ten Business Days of the date of the Drag-Along Notice (or on the date specified in the Drag-Along Notice if later than ten Business Days after the date of the Drag-Along Notice) execute the Drag-Along Documents (the "Defaulting Shareholder"), then:

(i) each member of the Instructing Group is irrevocably (as security for the performance of the Defaulting Shareholder's obligations hereunder) appointed as the attorney or, failing that, agent of such Dragged Shareholder to execute such Drag-Along Documents on its behalf; and

(ii) if applicable, the transfer of such Defaulting Shareholders' Securities shall be realised by and take effect by written notice from the relevant member of the Instructing Group to the Company confirming that the conditions for the drag-along right under this section have been complied with. Upon receipt of such notice by the Company, the transfer shall take effect and be realised and the Company shall transfer the relevant Securities and make due inscription thereof in the Company's registers and books against receipt by the Company (on trust for the Defaulting Shareholder) of the consideration payable for the Defaulting Shareholder's Securities. After the Third Party Purchaser or its nominee has been registered as the holder of the Defaulting Shareholder's Securities the validity of such proceedings may not be questioned by any person. The Company will deliver the consideration payable for each Dragged Shareholder's Securities held on trust in accordance with this section for a Dragged Shareholder to that Dragged Shareholder as soon as practicable.

Following the issue of a Drag-Along Notice, if any person becomes a New Shareholder, a Drag-Along Notice is deemed to have been served upon the New Shareholder on the same terms as the previous Drag-Along Notice. The New Shareholder will be bound by and the provisions of this section shall apply (with necessary modifications) to the New Shareholder save that, if applicable, completion of the sale of the New Shareholder's Securities shall take place immediately following the registration of the New Shareholder as a holder of those Securities.

7.8. Right of first offer

7.8.1. Subject to section 7.8.6., before any Financial Investor agrees to transfer any A Shares and/or Preferred Securities prior to the fifth anniversary of the Completion Date it shall give notice to the General Partner (a "ROFO Notice") specifying the number of A Shares and/or Preferred Securities that it proposes to transfer (the "ROFO Securities").

7.8.2. Promptly following receipt of a ROFO Notice, the General Partner shall forward it to: (a) the A Shareholders in respect of any A Shares that are ROFO Securities; and (b) the Preferred Securityholders in respect of any Preferred Securities that are ROFO Securities.

7.8.3. Within 30 days of receipt of a ROFO Notice from the General Partner, each:

a) A Shareholder may notify the General Partner of its intention to buy all (and not some only) of the A Shares which are ROFO Securities and the price per A Share which it is willing and (in its reasonable opinion) able to pay (each, an "A Share ROFO Offer"); and

b) Preferred Securityholder may notify the General Partner of its intention to buy all (and not some only) of the Preferred Securities which are ROFO Securities and the price per Preferred Security which it is willing and (in its reasonable opinion) able to pay (each, a "Preferred Security ROFO Offer"),

and the General Partner agrees to provide the proposed transferor with a copy of each A Share ROFO Offer and Preferred Security ROFO Offer promptly after its receipt by the General Partner.

7.8.4. Each A Share ROFO Offer and Preferred Security ROFO Offer must be open for acceptance until at least 40 days of receipt of the relevant ROFO Notice by the A Shareholders and Preferred Securityholders from the General Partner.

7.8.5. If, during the 30 day period referred to in section 7.8.3.:

a) no valid A Share ROFO Offers are received, the Financial Investor who initially gave the ROFO Notice to the General Partner shall, during the 6 months following the date of the ROFO Notice, be entitled to transfer the A Shares which are ROFO Securities to any person at any price;

b) any valid A Share ROFO Offers are received, the Financial Investor who initially gave the ROFO Notice to the General Partner may:

(i) accept the A Share ROFO Offer that includes the highest price per A Share of all A Share ROFO Offers received within the period during which that A Share ROFO Offer is open for acceptance, and transfer the A Shares that are ROFO Securities to the relevant offeror; or

(ii) during the 6 months following the date of the ROFO Notice, transfer the A Shares which are ROFO Securities to any person at a price higher than that provided pursuant to the A Share ROFO Offer that includes the highest price per A Share of all A Share ROFO Offers received;

c) no valid Preferred Security ROFO Offers are received, the Financial Investor who initially gave the ROFO Notice to the General Partner shall, during the 6 months following the date of the ROFO Notice, be entitled to transfer the Preferred Securities which are ROFO Securities to any person at any price;

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d) any valid Preferred Security ROFO Offers are received, the Financial Investor who initially gave the ROFO Notice to the General Partner may:

(i) accept the Preferred Security ROFO Offer that includes the highest price per Preferred Security of all Preferred Security ROFO Offers received within the period during which that Preferred Security ROFO Offer is open for acceptance, and transfer the Preferred Securities that are ROFO Securities to the relevant offeror; or

(ii) during the 6 months following the date of the ROFO Notice, transfer the Preferred Securities which are ROFO Securities to any person at a price higher than that provided pursuant to the Preferred Security ROFO Offer that includes the highest price per Preferred Security of all Preferred Security ROFO Offers received;

in each case provided (if applicable) that the provisions of section 7.6. are complied with.

7.8.6. The provisions of this section will not apply to any transfer of A Shares and/or Preferred Securities:

a) which is a Permitted Transfer pursuant to sections 7.4. a), b), d), e), g) or j);

b) pursuant to a Solvent Reorganisation or Initial Public Offering in accordance with section 20 to 22; or

c) by a Tagging Shareholder pursuant to section 7.6 or a Dragged Shareholder pursuant to section 7.7.

7.8.7. The Original Investors and any other shareholder who is a director and/or employee of any Group member from time to time will, in their capacity as A Shareholders and/or Preferred Securityholders, be entitled to receive ROFO Notices from the General Partner and make A Share ROFO Offers and/or Preferred Security ROFO Offers in respect of any ROFO Securities, but (subject, in the case of SA only, to section 7.4. c)) shall not be permitted to give a ROFO Notice or make any transfer pursuant to section 7.8.5.

7.9. Issue of shares or securities

7.9.1. General

a) Any issuance of shares or securities by the Company shall require the approval of: (a) the General Partner; and (b) the A Shareholders pursuant to section 10.1.

b) Any issuance of shares or securities by the Company shall be undertaken at a valuation of such shares or securities which has been confirmed to the Company as the then-current fair market value of such shares or securities by an independent investment bank or independent professional appraiser, in each case of international standing and being a person included on the Valuation Shortlist selected by General Partner acting reasonably (taking into account the cost of obtaining such valuation). Such valuation shall be obtained at the cost of the Company.

7.9.2. Pre-emption rights: A Shares

a) Subject to sections 7.9.5. a) and c), if the Company proposes to issue any A Shares, the General Partner shall forthwith give notice in writing (the "A Share Issuance Notice") of such proposal to each A Shareholder. Each A Share Issuance Notice shall:

(i) specify the number of A Shares which the Company proposes to issue (the "New A Shares"); and

(ii) specify the price per New A Share at which it is proposed to issue the New A Shares (the "A Share Subscription Price").

b) The A Share Issuance Notice shall contain an offer to each A Shareholder to subscribe for its pro rata (by reference to its then-current holding of A Shares as a proportion of all the A Shares in issue) share of the New A Shares at the A Share Subscription Price. The A Share Issuance Notice shall specify that each A Shareholder shall have a period of 30 days from the date of such notice within which to irrevocably, by notice to the General Partner:

(i) accept the offer made pursuant to the A Share Issuance Notice in respect of some or all of the New A Shares offered to it; and

(ii) if it has accepted the offer made pursuant to the A Share Issuance Notice in respect of all of the New A Shares offered to it, indicate in such acceptance that it is willing also to subscribe for all or any of the New A Shares which any other A Shareholder rejects or is deemed to have rejected pursuant to section 7.9.2. c) (ii) (the "Excess A Shares").

c) The New A Shares shall be allocated to the A Shareholders as follows:

(i) every A Shareholder who accepts, in accordance with section 7.9.2. b) (i), the offer made by the A Share Issuance Notice in respect of all or part of the New A Shares offered to it shall be allocated all such New A Shares;

(ii) every A Shareholder who either rejects the offer made by the A Share Issuance Notice or does not respond within the 30 day period referred to in section 7.9.2. b) (and shall therefore be deemed to have rejected the offer) shall be allocated none of the New A Shares; and

(iii) the Excess A Shares (if any) shall be allocated among the A Shareholders who indicated, pursuant to section 7.9.2. b) (ii), that they are willing also to subscribe for all or any of the Excess A Shares (each, an "Excess A Share Subscriber"), pro rata to the number of A Shares held by each Excess A Share Subscriber, provided that the maximum number of New A Shares (including Excess A Shares) that may be allocated to an A Shareholder shall be the maximum number that such A Shareholder indicated it was willing to subscribe for pursuant to section 7.9.2. b).

d) Within five Business Days of expiry of the 30 day period referred to in section

7.9.2. b), the General Partner shall notify each A Shareholder who accepted the offer made pursuant to the A Share Issuance Notice in whole or in part (each, an "Accepting A Shareholder") of:

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(i) the number of New A Shares allocated to it pursuant to section 7.9.2. c);

(ii) the total subscription price for such New A Shares (being the number of New A Shares allocated to it multiplied by the A Share Subscription Price) (its "A Share Subscription Amount"); and

(iii) the bank account to which the A Share Subscription Price should be paid (the "A Share Bank Account").

e) Within ten Business Days of receipt of the notification pursuant to section 7.9.2. d):

(i) each Accepting A Shareholder shall pay its A Share Subscription Amount to the A Share Bank Account by wire transfer of immediately available funds; and

(ii) the Company shall issue the number of New A Shares allocated to each Accepting A Shareholder to that Accepting A Shareholder and provide each Accepting A Shareholder with a certified copy of its register of shareholders evidencing such issuance.

f) If all of the New A Shares are not allocated to the A Shareholders pursuant to section 7.9.2. c), the Company may, within six months of expiry of the 30 day period referred to in section 7.9.2. b), issue to any person the number of New A Shares not allocated to the A Shareholders pursuant to section 7.9.2. c) at the A Share Subscription Price and otherwise on the same terms as they were offered to the A Shareholders pursuant to the A Share Issuance Notice.

7.9.3. Pre-emption rights: Preferred Securities

a) Subject to sections 7.9.5. a) and c), if the Company proposes to issue any Preferred Securities, the General Partner shall forthwith give notice in writing (the "Preferred Securities Issuance Notice") of such proposal to each Preferred Securityholder. Each Preferred Securities Issuance Notice shall:

(i) specify the number and class of Preferred Securities which the Company proposes to issue (the "New Preferred Securities"), which shall be issued as follows:

- B Shares: (A) number of New Preferred Securities; multiplied by (B) the proportion that the number of B Shares in issue represents of the total number of Preferred Securities in issue; and

- PECs: (A) number of New Preferred Securities; multiplied by (B) the proportion that the number of PECs in issue represents of the total number of Preferred Securities in issue; and

(ii) specify the price per Preferred Security at which it is proposed to issue the New Preferred Securities (the "Preferred Securities Subscription Price"), which shall be the same price per B Share and PEC.

b) The Preferred Securities Issuance Notice shall contain an offer to each Preferred Securityholder to subscribe for its pro rata (by reference to its then-current holding of Preferred Securities (as if they were instruments of the same class) as a proportion of all the Preferred Securities (as if they were instruments of the same class) in issue) share of the New Preferred Securities at the Preferred Securities Subscription Price, and each Preferred Securityholder shall be offered Preferred Securities in the same proportion as it holds each class of Preferred Securities at that time. The Preferred Securities Issuance Notice shall specify that each Preferred Securityholder shall have a period of 30 days from the date of such notice within which to irrevocably, by notice to the General Partner:

(i) accept the offer made pursuant to the Preferred Securities Issuance Notice in respect of some or all of the New Preferred Securities offered to it, provided that it must accept such offer in respect of the same proportion of each class of New Preferred Securities which are offered to it; and

(ii) if it has accepted the offer made pursuant to the Preferred Securities Issuance Notice in respect of all of the New Preferred Securities offered to it, indicate in such acceptance that it is willing also to subscribe for all or any of the New Preferred Securities which any other Preferred Securityholder rejects or is deemed to have rejected pursuant to section 7.9.3. c) (ii) (the "Excess Preferred Securities"), provided that it must indicate willingness to subscribe for the same proportion of each class of New Preferred Securities which are offered to it.

c) The New Preferred Securities shall be allocated to the Preferred Securityholders as follows:

(i) every Preferred Securityholder who accepts, in accordance with section 7.9.3. b) (i), the offer made by the Preferred Securities Issuance Notice in respect of all or part of the New Preferred Securities offered to him shall be allocated all such New Preferred Securities;

(ii) every Preferred Securityholder who either rejects the offer made by the Preferred Securities Issuance Notice or does not respond within the 30 day period referred to in section 7.9.3. b) (and shall therefore be deemed to have rejected the offer) shall be allocated none of the New Preferred Securities; and

(iii) the Excess Preferred Securities (if any) shall be allocated among the Preferred Securityholders who indicated, pursuant to section 7.9.3. b) (ii), that they are willing also to subscribe for all or any of the Excess Preferred Securities (each, an "Excess Preferred Securities Subscriber"), pro rata to the number of Preferred Securities (as if they were instruments of the same class) held by each Excess Preferred Securities Subscriber,

provided that the maximum number of New Preferred Securities (including Excess Preferred Securities) that may be allocated to a Preferred Securityholder shall be the maximum number that such Preferred Securityholder indicated it was willing to subscribe for pursuant to section 7.9.3. b).

d) Within five Business Days of expiry of the 30 day period referred to in section 7.9.3. b), the General Partner shall notify each Preferred Securityholder who accepted the offer made pursuant to the Preferred Securities Issuance Notice in whole or in part (each, an "Accepting Preferred Securityholder") of:

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(i) the number and class of New Preferred Securities allocated to it pursuant to section 7.9.3. c);

(ii) the total subscription price for such New Preferred Securities (being the number of New Preferred Securities allocated to it multiplied by the Preferred Securities Subscription Price) (its “Preferred Securities Subscription Amount”); and

(iii) the bank account to which the Preferred Securities Subscription Price should be paid (the “Preferred Securities Bank Account”).

e) Within ten Business Days of receipt of the notification pursuant to section 7.9.3. d):

(i) each Accepting Preferred Securityholder shall pay its Preferred Securities Subscription Amount to the Preferred Securities Bank Account by wire transfer of immediately available funds; and

(ii) the Company shall issue the number and class of New Preferred Securities allocated to each Accepting Preferred Securityholder to that Accepting Preferred Securityholder and provide each Accepting Preferred Securityholder with a certified copy of its register of shareholders and PEC holders evidencing such issuance.

f) If all of the New Preferred Securities are not allocated to the Preferred Securityholders pursuant to section 7.9.3. c), the Company may, within six months of expiry of the 30 day period referred to in section 7.9.3. b), issue to any person the numbers and classes of New Preferred Securities not allocated to the Preferred Securityholders pursuant to section 7.9.2. c) at the Preferred Securities Subscription Price and otherwise on the same terms as they were offered to the Preferred Securityholders pursuant to the Preferred Securities Issuance Notice.

7.9.4. Pre-emption rights: other Securities

Subject to sections 7.9.5(a) and (c), if the Company or any Group Company proposes to issue any securities (other than A Shares or Preferred Securities) the provisions of sections 7.9.2 and 7.9.3 shall apply to such securities as if they were A Shares.

7.9.5. Exceptions

a) Notwithstanding sections 7.9.2. a) to 7.9.3. f), if the General Partner determines in good faith that it is in the best interest of the Company that an issuance of securities be conducted on an accelerated basis because the Group is in default under its financing facilities or there is a reasonable likelihood of the Group defaulting thereunder absent the issuance (an “Emergency Equity Offering”), such issuance of securities may proceed immediately to any person(s) provided that the person(s) who subscribed for such securities shall be required to make an offer to sell such relevant persons who would have otherwise been offered them in accordance with sections 7.9.2. a) to 7.9.2. f) (in the case of any A Shares subscribed for) and/or sections 7.9.3. a) to 7.9.3. f) (in the case of any Preferred Securities subscribed for) and/or section 7.9.4 (in the case of any securities other than A Shares or Preferred Securities subscribed for) which shall apply to such offer to sell mutatis mutandis. Any sale pursuant to this section shall be conducted at the same price and on the same terms as the offeror (s) subscribed for the relevant securities, and each seller shall warrant to each purchaser at the date of completion of such sale that:

(i) it is the sole legal and beneficial owner of the relevant securities;

(ii) all of the relevant securities have been properly issued and are fully paid; and

(iii) the relevant securities are free from any Security Interest and there is no agreement or commitment outstanding to create a Security Interest in relation to the relevant securities.

b) Any issuance pursuant to section 7.9.5. a) of Preferred Securities shall be made in the proportions that would have been required by section 7.9.3. a) had it applied to such issuance.

c) Sections 7.9.2. a) to 7.9.3. f) shall not apply to any issue of securities made:

(i) to a seller of any asset, company or business acquired by a Group member with Simple Majority A Shareholder Approval (or a Two-Thirds Majority A Shareholder Approval if such seller is an Investor, Lux GP or one or more of Lux GP’s directors, or an Affiliate of any of the foregoing);

(ii) pursuant to the conversion, exchange or exercise of shares in accordance with the Articles and/or section 20 to 22; or

(iii) by a Group member to another Group member.

d) Notwithstanding anything to the contrary in these Articles or elsewhere, the Company may, with the approval of the General Partner, issue:

(i) to or for the benefit of each Original Investor, the number of Upside Sharing Instruments and MIP Instruments set in any shareholders' agreement that may be entered into by the shareholders from time to time. The subscription price for such Upside Sharing Instruments and MIP Instruments may, in the sole discretion of the relevant Original Investor once such subscription price is determined, be satisfied:

- in cash;
- by contribution/cancellation of A Shares; and/or
- by contribution/cancellation of B Shares; and

(ii) up to 780 MIP Instruments (in addition to those issued pursuant to section 7.9.5. d) (i) to or for the benefit of employees of the Group from time to time),

in each case at a valuation of such Upside Sharing Instruments and MIP Instruments to be determined as their fair market value by 8 Advisory, through its valuation unit, or if 8 Advisory is unable or unwilling to act, by such other independent

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firm of third party experts as is appointed by the Lux GP Board. The cost of the independent expert shall be borne by the Company.

7.9.6. Income - Preferred Securities

With effect from the date of issuance of the Preferred Securities, the Preferred Securities will accrue a fixed cumulative preferential return equivalent to an interest rate of 12% (twelve percent) PIK return on the amount paid up (i.e. nominal value plus any premium) on each Preferred Security.

Such return shall accrue daily and capitalise annually on 31 December, with the capitalisation being subject to the approval by the General Meeting or, as the case may be, an explicit capitalisation agreement to be concluded each year according to the Luxembourg Civil Code and shall be calculated on the basis of a 360 days year.

Art. 8. The Company shall have the power to redeem one or more entire Series of Shares through the redemption and cancellation of all the shares in issue in such Series of Shares.

Such redeemed Series of Shares shall be cancelled through a reduction of the share capital. The redemption and cancellation of shares shall (i) be made in reverse numerical order of the Series of Shares in issuance (starting with Series 10 Shares) and (ii) always be made on all the shares of the Series of Shares concerned.

Such redemption of Series of Shares shall be carried out by means of a resolution of an extraordinary General Meeting, adopted under the conditions required for amendment of the Articles.

In the event of a reduction of share capital through the repurchase and the cancellation of a Series of Shares, shares of such Series of Shares gives right to the amount determined by the General Partner pursuant to section 18.

Upon redemption and cancellation of the shares of the relevant Series of Shares, the amount determined by the General Partner pursuant to section 18 will become due and payable by the Company.

For the purposes of this section 8, the following definitions shall apply:

"Available Amount" means (i) the total amount of net profits of the Company, including profits made since the end of the last financial year, for which the annual accounts have been approved, increased by (ii) any freely distributable share premium attached to the shares of the Series of Shares to be cancelled and other freely distributable reserves including all funds available for distribution plus any profits carried forward and sums drawn from reserves available for this purpose, (iii) the amount of the share capital reduction and legal reserve reduction relating to the Series of Shares to be cancelled, knowing that such amount to be distributed may not exceed the total available sums for distribution as calculated in accordance with Article 72-1 of the Law, but reduced by (i) any losses (including carried forward losses) and (ii) any sums to be placed into reserve(s) pursuant to the requirements of the Law or of the Articles, each as set out in the relevant Interim Accounts (without for the avoidance of doubt, any double counting) so that:

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

Whereby:

AA = Available Amount

NP = net profits (including carried forward profits), including profits made since the end of the last financial year, for which the annual accounts have been approved

P = any freely distributable share premium and other freely distributable reserves

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

L = losses (including carried forward losses)

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

"Interim Accounts" means the interim accounts of the Company as at the relevant Interim Accounts Date.

"Interim Accounts Date" means the date no earlier than 8 (eight) days before the date of the redemption and cancellation of the relevant Series of Shares.

General Meetings of shareholders

Art. 9. The general meeting of the shareholders of the Company (the "General Meeting") shall have those powers expressly reserved to it by the Law or by these Articles.

Art. 10. The annual General Meeting shall be held in the Grand Duchy of Luxembourg at the address of the registered office of the Company or at such other place in the municipality of the registered office as may be specified in the convening notice of the meeting, on the 1 st Wednesday of June of each year at 4.00 p.m. If such day is not a day on which banks in Luxembourg are open for business, the annual General Meeting shall be held on the next following business day.

Other General Meetings may be held at such place and time as may be specified in the respective convening notices of the meeting.

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All General Meetings shall be chaired by the General Partner or by any person duly authorized to represent him. The chairman shall appoint a secretary and the shareholders shall appoint a scrutineer. The chairman, the secretary and the scrutineer together form the bureau of the General Meeting.

Any shareholder may participate in a General Meeting by means of conference call, video conference or similar means of communication whereby (i) the shareholders attending the meeting can be identified, (ii) all persons participating in the meeting can hear and speak to each other, (iii) the transmission of the meeting is performed on an ongoing basis and (iv) the shareholders can properly deliberate. Participation in a General Meeting by such means shall constitute presence in person at such meeting.

General Meetings may be convened by the General Partner. The shareholders shall not, without the affirmative vote of the General Partner, be entitled to convene a General Meeting and adopt any shareholders' resolutions that binds the Company or its subsidiaries save for:

(i) in connection with Replacement Triggering Events and Sale Triggering Events; and

(ii) to initiate a Proposed Drag-Along Sale,

in each case in accordance with the express provisions of these Articles and/or any shareholders' agreement that may be entered into between the shareholders from time to time.

The convening notice for any General Meeting shall contain the date, time, place and agenda of the meeting and shall be sent to all the shareholders by registered letter at least 8 days before the meeting. If all the shareholders of the Company are present or represented at a General Meeting, and consider themselves as being duly convened and informed of the agenda of the meeting, the meeting may be held without prior notice.

Each shareholder may further appoint any person or entity as his attorney pursuant to a written proxy given by letter, telefax or e-mail, to represent him at a General Meeting.

Each share entitles its holder to one vote.

Without prejudice to other provisions of these Articles or any shareholders' agreement that may be entered into between the shareholders from time to time, the General Meeting may pass resolutions on any matter only with the consent of the General Partner.

Except as otherwise required or specified by the Law, by these Articles or by any shareholders' agreement that may be entered into between the shareholders from time to time, resolutions at a General Meeting will be passed by the majority of the votes expressed by the shareholders present or represented, no quorum of presence being required.

However, in addition to the specific approvals required pursuant to these Articles or by any shareholders' agreement that may be entered into between the shareholders from time to time, resolutions to amend the Articles may only be passed in a General Meeting where at least one half of the share capital is represented and the agenda indicates the proposed amendments to the Articles and, as the case may be, the text of those which pertain to the purpose or the form of the Company. If such quorum is not reached, a second General Meeting may be convened, in the manner set out in these Articles, (i) by means of notices published twice, with an interval of at least 15 (fifteen) days and 15 (fifteen) days before the General Meeting in the Luxembourg Official Gazette (Mémorial) and in two Luxembourg newspapers or (ii) in any other manner permitted by the Law. Such convening notice shall reproduce the agenda and indicate the date and the results of the previous General Meeting. The second General Meeting shall deliberate validly regardless of the proportion of the capital represented. At both meetings, resolutions, in order to be passed, must be carried by at least two-thirds of the votes expressed at the relevant General Meeting, in addition to the specific approvals required pursuant to these Articles or by any shareholders' agreement that may be entered into between the shareholders from time to time.

In calculating the majority with respect to any resolution of a General Meeting, votes relating to shares for which the shareholder abstains from voting, casts a blank or spoilt vote or does not participate are not taken into account.

The nationality of the Company may be changed and the commitments of its shareholders may be increased only with the unanimous vote of the shareholders and bondholders.

The minutes of the General Meeting will be signed by the members of the bureau of the General Meeting and by any shareholder who wishes to do so.

However, where decisions of the General Meeting have to be certified, copies or extracts for use in court or elsewhere must be signed by the General Partner.

Management

Art. 11. The Company shall be managed by its general partner from time to time (the "General Partner").

The General Partner may be entitled to remuneration from the Company in an amount to be approved by the General Meeting. The General Partner shall be removed in the manner set out in any shareholders' agreement that may be entered into between the shareholders from time to time.

The Company shall, or shall procure that Group member(s) shall, pay all reasonable costs and expenses of the General Partner (including the cost of the directors' and officers' indemnity insurance purchased by the General Partner from time to time).

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The General Partner is vested with the broadest powers to perform all acts of administration and disposition in the Company's interest which are not expressly reserved by the Law or by these Articles to the General Meeting or to the Supervisory Board (as defined below).

Except as otherwise expressly provided, the General Partner shall have full authority in its discretion to exercise, on behalf of and in the name of the Company, all rights and powers necessary or convenient to carry out the purposes of the Company.

The General Partner is authorized to delegate its powers and to confer limited mandates for specific businesses to one or several agents, but shall not delegate in a general manner all its powers of management.

The General Partner shall represent the Company in all legal proceedings both as claimant or defendant. The summons and any other procedural acts are validly issued in the name of the Company.

The decisions of the General Partner are recorded in minutes or drawn-up in writing.

The Company shall be represented towards third parties by the sole signature of the General Partner or by the joint signatures or by the sole signature of any person(s) to whom such signatory power has been granted by the General Partner.

Supervision of the Company

Art. 12. The affairs of the Company and its financial situation including particularly its books and accounts shall be supervised by a supervisory board composed of at least three members (the "Supervisory Board").

However, no Supervisory Board shall be required to be established, in the event that one or more independent auditor (s) (réviseur d'entreprises agréé or cabinet de revision agréé) are appointed by the General Meeting in accordance with the Law to perform the statutory audit of the annual accounts. The independent auditor(s) shall be appointed by the General Meeting in accordance with the terms of a service agreement to be entered into from time to time by the Company and the independent auditor(s).

The Supervisory Board shall have the powers of the statutory auditor set out in article 62 of the Law.

The Supervisory Board may be consulted by the General Partner on such matters as the General Partner may determine.

The members of the Supervisory Board shall be nominated by the General Partner and elected by the General Meeting for a maximum term of six years, which shall be renewable, in the manner set out in these Articles.

The General Meeting shall determine the remuneration, if any, of the members of the Supervisory Board.

The Supervisory Board shall be convened by its chairman (as appointed by the Supervisory Board) or by the General Partner.

Written notice of any meeting of the Supervisory Board shall be given to all members of the Supervisory Board with at least 2 (two) days prior notice. This notice may be waived by the consent in writing, whether in original or by telefax, e-mail or any other suitable electronic communication mean, of each member. Separate notice shall not be required for individual meetings held at times and places prescribed in a schedule previously adopted by resolution of the Supervisory Board. If all the members of the Supervisory Board are present or represented at a meeting of Supervisory Board, and if they state that they have been informed of the agenda of the meeting, the meeting may be held without prior notice.

Any member may act at any meeting of the Supervisory Board by appointing in writing, whether in original or by telefax, e-mail or any other suitable electronic communication mean, another member as his attorney.

The Supervisory Board can deliberate or act validly only if at least the majority of its members are present or represented. Resolutions shall be approved if taken by a majority of the votes of the members present or represented at such meeting. Resolutions may also be taken in one or several written instruments signed by all the members.

Financial year - Balance sheet - Dividend - Reserves

Art. 13. The accounting year of the Company shall begin on the 1 st of January and shall terminate on the 31 st of December of each year.

Art. 14. Each year on the 31 st of December, the accounts are closed and the General Partner, as the case may be, prepares an inventory including an indication of the value of the Company's assets and liabilities. Each shareholder may inspect the above inventory and balance sheet at the Company's registered office.

Art. 15. Every year 5% (five percent) of the net profit will be transferred to the statutory reserve. This deduction ceases to be compulsory when the statutory reserve amounts to one tenth of the issued share capital, as decreased or increased from time to time, but shall again become compulsory if the statutory reserve falls below such one tenth.

Art. 16. The annual General Meeting shall decide on the allocation of the annual results and the declaration and payments of dividends, as the case may be, in accordance with the foregoing paragraph and with these Articles, especially pursuant to the provisions of this section.

17.1. In any year, in which the Company resolves to make dividend distributions, drawn from net profits and from available reserves derived from retained earnings, and/or any share premium, the amount allocated to this effect shall be distributed in the following order of priority:

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(i) first, the holders of Series 1 Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point ninety per cent (0.90%) of the par value of the Series 1 Shares held by them, then,

(ii) the holders of Series 2 Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point eighty per cent (0.80%) of the par value of the Series 2 Shares held by them, then,

(iii) the holders of Series 3 Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point seventy per cent (0.70%) of the par value of the Series 3 Shares held by them, then,

(iv) the holders of Series 4 Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point sixty per cent (0.60%) of the par value of the Series 4 Shares held by them, then,

(v) the holders of Series 5 Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point fifty per cent (0.50%) of the par value of the Series 5 Shares held by them, then,

(vi) the holders of Series 6 Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point forty per cent (0.40%) of the par value of Series 6 Shares held by them, then,

(vii) the holders of Series 7 Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point thirty per cent (0.30%) of the par value of the Series 7 Shares held by them, then (viii) the holders of Series 8 Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point twenty per cent (0.20%) of the par value of the Series 8 Shares held by them, then,

(ix) the holders of Series 9 Shares shall be entitled to receive dividend distributions with respect to such year in an amount of zero point ten per cent (0.10%) of the par value of the Series 9 Shares held by them, then,

(x) the holders of Series 10 Shares shall be entitled to receive the remainder of any dividend distribution.

17.2. Unless otherwise provided in these Articles, upon a dividend distribution, the then last outstanding Series of Shares (in reverse numerical order) shall be redeemed and cancelled.

17.3. Should a whole outstanding Series of Shares (by reverse numerical order, e.g. Series 10 Shares) have been cancelled following its redemption, repurchase or otherwise at the time of the distribution, the remainder of any dividend distribution shall then be added to the preceding outstanding Series of Shares in the reverse numerical order (e.g. Series 10 Shares).

Art. 18. Securities Entitlements Upon a Liquidity Event.

18.1. The proceeds of all Exits and other liquidity events (excluding any dividend distributions that shall only be made in accordance with the rules set out in section 17, but including share premium reductions, capital surplus repayments, buybacks of shares, returns of capital and redemptions of shares pursuant to section 8) (each, a "Liquidity Event"), in each case to the extent attributable to the Securities after payment of all amounts which rank in priority thereto on the relevant Liquidity Event (including, to the extent required by their terms and/or applicable law, repayment of amounts under the Financing Documents and/or other securities issued by the Group) and the payment of any fees, costs and/or expenses incurred in respect of such Liquidity Event (which, to the extent not borne by the Company or reimbursed by a third party, shall be borne by the holders of the Securities pro rata to the proceeds of the Liquidity Event which are received by them), shall be allocated as follows and in the following order of priority:

A. first, if any amount is due to the holders of MIP Instruments pursuant to section 18.2., payment of such amount shall be made to the holders of MIP Instruments (on a pro rata basis between them);

B. second, until the holders of the A Shares and Preferred Securities have together received the total subscription price of all the A Shares and Preferred Securities (being their initial nominal value (before any accrual and/or capitalisation of dividends or interest) and any premium paid on subscription) (the "A and B Investment Amount") plus an IRR of 8% thereon:

a) first, to the holders of the Preferred Securities (on a pro rata basis between them as if they were instruments of the same class) until they have received the Redemption Price in full; and

b) second, to the holders of the A Shares (on a pro rata basis between them) until they have received the amount by which the Redemption Price is lower than the A and B Investment Amount plus an IRR of 8% thereon;

C. third, until the holders of the Upside Sharing Instruments have received an amount equal to 10% of

a) the difference between the A and B Investment Amount and the amount paid pursuant to section 20.1.B.; and

b) the amount paid to the holders of the Upside Sharing Instruments pursuant to this section 18.1. C., to the holders of the Upside Sharing Instruments pro rata between them; and

D. thereafter:

a) 90% to the holders of the A Shares (on a pro rata basis between them); and

b) 10% to the holders of the Upside Sharing Instruments (on a pro rata basis between them).

Art. 18.2. Upon any Liquidity Event, the holders of the MIP Instruments will (on a pro rata basis between them) be entitled to receive 13% of:

a) the amount available for allocation to the holders of Securities pursuant to the relevant Liquidity Event; less

b) the amount that needs to be paid to:

(i) the holders of the Preferred Securities so that (when taken together with all payments made to them pursuant to any and all prior Liquidity Events) they have received the Redemption Price in full; and

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(ii) the holders of the A Shares and Upside Sharing Instruments so that (when taken together with all payments made to them pursuant to any and all prior Liquidity Events) they have together received the A Investment Amount,

but only if (a) less (b) is a positive number. For the avoidance of doubt, if (a) less (b) is zero or a negative number, the holders of the MIP Instruments will not be entitled to receive any proceeds pursuant to the relevant Liquidity Event.

Art. 18.3. If there are multiple Liquidity Events, the allocation of the proceeds of each Liquidity Event pursuant to these Articles shall take account of the allocation of the proceeds of all prior Liquidity Events, such that all holders of Securities will (following each Liquidity Event) have received the amount that they would have received if the proceeds of that and all prior Liquidity Events had been allocated simultaneously (but, for the avoidance of doubt, any calculation of the accrued and unpaid dividends and interest on the Preferred Securities shall take account of all amounts previously been paid such that the holders thereof shall not be entitled to receive the same amount twice).

Art. 18.4. To the extent that any holder of Securities receives a greater amount than that which it is entitled to pursuant to these Articles, that holder of Securities:

a) irrevocably waives such excess entitlement; and

b) shall, to the extent such excess entitlement is actually received, pay such excess entitlement to the holder(s) of Securities who are entitled to receive it pursuant to these Articles.

Art. 18.5. Without limiting the generality of the foregoing, the Preferred Securities shall as between the holders thereof rank equally in all respects on or in respect of all payments (and the rights of the holders of the PECs shall be subordinated accordingly). If any Preferred Securityholder receives in respect of any B Shares or PECs any payment of any kind in circumstances when the rights of the holders of the B Shares or PECs under these Articles have not been met in full, the relevant holder will hold such payment on trust for the holders of B Shares and/or PECs (as the case may be) and distribute to them such amounts as shall as between the holders of B Shares and PECs ensure that the rights of the holders of the B Shares and PECs under these Articles have been met.

Art. 19. Under the terms and conditions provided by the Law, the General Partner may proceed to the payment of interim dividends to the shareholders in accordance with the waterfall provided in these Articles. Any payment of interim dividends shall only be made in accordance with the rules set out in section 17.

Exits and Solvent Reorganisations

Art. 20. Exit process.

20.1 Subject to section 20.2, any Exit process must be conducted by the appointment of an investment bank of international standing to find the highest price available in the market.

20.2 Notwithstanding section 20.1, if the prior written consent of:

a) the General Partner; and

b) a Simple Majority of the A Shareholders ,(or a Two-Thirds Majority of the A Shareholders if the Sale process referred to hereafter is conducted with an acquirer which is an Investor, Lux GP or one or more of Lux GP's directors, or an Affiliate of any of the foregoing),

is obtained, a Sale process may be conducted with one or a limited number of potential acquirers in accordance with a customary pre-emptive process. In a such a preemptive process, section 20.5 will apply mutatis mutandis.

20.3 At any time following the sixth anniversary of the Completion Date, a Simple Majority of the A Shareholders may, by giving notice to the General Partner, require the Company to appoint an investment bank of international standing to advise on the Company's strategic options (including potential Exit options). The investment bank will be selected by the General Partner following an open tendering or request for proposal process.

20.4 On each anniversary of the Completion Date with effect from and including the seventh anniversary of the Completion Date, unless a Two-Thirds Majority of the A Shareholders and the General Partner consent to the contrary, an Exit process shall be commenced by the appointment of an investment bank of international standing in accordance with section 20.1 with a view to selling all of the Securities or the business and assets of the Group, in one or a series of transactions, to the highest bidder(s) achieving the maximum value possible for the holders of Securities. Following any such Exit process, to the extent relevant, a Liquidation of the Company shall occur.

20.5 Any investment bank appointed pursuant to sections 20.1 and 20.4 must provide reasonable and ongoing information to the A Shareholders and Preferred Securityholders regarding the scope, nature and status of the Sale process being conducted, subject to the relevant A Shareholder or Preferred Securityholder having signed a customary confidentiality agreement in respect of that information. Such information provided to the A Shareholders and Preferred Securityholders shall include copies of all indications of interest, offer letters or similar received from any potential acquirer (subject, for those A Shareholders and/or Preferred Securityholders who are connected to a potential acquirer involved in the sale process, to the establishment by those A Shareholders and/or Preferred Securityholders of appropriate information screens).

Art. 21. A Shareholders as Instructing Group. Where a majority of the A Shareholders are the Instructing Group, the Company shall, and shall procure that each other Group member shall, provide the relevant A Shareholders and their advisers with all information and cooperation reasonably requested by them in connection with the Exit process.

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Art. 22. Initial Public Offering.

22.1 The Company may undertake an Initial Public Offering at any time with the consent in writing of an Instructing Group.

22.2 On an Initial Public Offering, to the extent that the underwriters of the Initial Public Offering advise that the holders of Securities sell shares in the listed entity to create sufficient free float, each holder of Securities shall be required to sell its pro rata (by reference to its shareholding in the listed entity immediately after the relevant Solvent Reorganisation) share of the shares required to be sold to create such sufficient free float as part of the secondary offering, and all such selling shareholders shall be treated equally in this regard.

Winding-up - Liquidation

Art. 23. The Company shall not be dissolved in case the General Partner is removed or in case of its death, bankruptcy, legal incapacity or inability to act.

The Company may be dissolved by a resolution of the General Meeting in the manner set out in these Articles. If the Company is dissolved, the liquidation will be carried out by one or more liquidators, physical or legal persons, appointed by the General Meeting, as the case may be, which will specify their powers and fix their remuneration.

Applicable law

Art. 24. Reference is made to the provisions of the Law for which no specific provision is made in these Articles.

Definitions

Notwithstanding anything to the contrary in these Articles, the following definitions shall apply for the purposes of these Articles:

"A Investment Amount" the total subscription price of all the A Shares (being their initial nominal value and any premium paid on subscription);

"A Share Bank Account" has the meaning given to it in section 7.9.;

"A Share Issuance Notice" has the meaning given to it in section 7.9.;

"A Share ROFO Offer" has the meaning given to it in section 7.8.;

"A Shares" has the meaning given to it in section 6.;

"A Share Subscription Amount" has the meaning given to it in section 7.9.;

"A Share Subscription Price" has the meaning given to it in section 7.9.;

"A Shareholders" the holders of the A Shares;

"Acceptance Period" the period beginning with the date of the written offer made by the Acquirer pursuant to section 7.6. and ending not less than 30 days after the date of the written offer;

"Accepting A Shareholder" has the meaning given to it in section 7.9.;

"Accepting Preferred Securityholder" has the meaning given to it in section 7.9.;

"Acquirer" any person or group of persons acting in concert acquiring A Shares from Selling Shareholder(s);

"Affiliate" with respect to a person (the "First Person"):

(a) another person that, directly or indirectly through one or more intermediaries, controls, or is controlled by, or is under common control with, the First Person;

(b) a pooled investment vehicle organised by the First Person (or an Affiliate thereof) the investments of which are directed by the First Person (or an Affiliate thereof);

(c) a fund organised by the First Person or any of its Affiliates for the benefit of the First Person's (or any of its Affiliates') partners, directors, officers and/or employees or their dependants, or any fund whose management company and/or investment adviser company is the First Person or any of its Affiliates and/or any management company and/or investment adviser company of the First Person or any of its Affiliates or any investor in or director, officer, employee or partner of any of them; and/or

(d) where the First Person is a fund, a general partner, trustee, nominee, operator, arranger of, management company of, or investment adviser company to, director, officer and/or employee of the First Person (or an Affiliate thereof) or of any fund managed and/or advised by any management company or investment adviser company of such First Person (or an Affiliate thereof), and, with respect to Moonstone Investments Limited, also includes MasiratMk7 Ltd and DivonneMK7 Ltd;

"Articles" these articles of association of the Company (as amended at any time);

"B Shares" has the meaning given to it in section 6.;

"Business Day" any day other than a Saturday or Sunday on which banks are normally open for general business in London and Luxembourg and Athens;

"Business Plan" the business plan of the Group agreed between the shareholders, as it may be amended from time to time with the consent of all A directors and the B director of the General Partner and a Simple Majority A Shareholder Approval;

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"Company" has the meaning given to it in section 1.;

"Completion Date" has the meaning given to it in any shareholders' agreement that may be entered into between the shareholders from time to time;

"Defaulting Shareholder" has the meaning given to it in section 7.7.;

"Drag-Along Documents" has the meaning given to it in section 7.7.;

"Drag-Along Notice" notice from the Instructing Group to each Dragged Shareholder of any Proposed Drag-Along Sale;

"Drag-Along Price" (a) in the case of a Security, the amount per Security that the Dragged Shareholder(s) would be entitled to receive under section 18 on distribution of the proceeds of the Proposed Drag-Along Sale to the holders of Securities pursuant thereto; and

(b) in the case of the Unlimited Share, €1;

"Dragged Shareholders" holders of Securities other than the members of the Instructing Group and (if it is not a member of the Instructing Group) the General Partner;

"Emergency Equity Offering" has the meaning given to it in section 7.9.;

"Excess A Shares" has the meaning given to it in section 7.9.;

"Excess A Share Subscriber" has the meaning given to it in section 7.9.;

"Excess Preferred Securities" has the meaning given to it in section 7.9.;

"Excess Preferred Securities Subscriber" has the meaning given to it in section 7.9.;

"Exit" a Liquidation, an Initial Public Offering or a Sale;

"Family Transferee" has the meaning given to it in section 7.4.;

"Financial Investors" means each person designated as such in any shareholders' agreement that may be entered into between the shareholders from time to time;

"Financing Documents" any banking or other financing (including intercreditor) arrangements entered into at any time and at any time by any Group member, together with the associated security documentation referred to therein (as amended, supplemented, replaced or otherwise varied at any time);

"General Partner" has the meaning given to it in section 11.;

"Group" the Company and its subsidiary undertakings at any time, and "Group member" and "member of the Group" shall be construed accordingly;

"Ikos Luxco Securities" the following securities which are held by OCM:

(a) €27,420,000 preferred equity securities of €1 each of Ikos Luxco;

(b) 18,050 ordinary shares of €1 each in Ikos Luxco; and

(c) 6,234,800 10% cumulative and annually compounding preference A shares of €1 each in Ikos Luxco;

"Initial Public Offering" the first public offering of any class of equity securities by any Group member (or a New Holding Company) in the legal form that results in a listing and trading of such class of securities on a public securities market, whether effected by way of an offer for sale, a new issue of shares, an introduction, a placing or otherwise;

"Instructing Group" means:

(a) at any time on or before the seventh anniversary of the Completion Date, the General Partner and a Simple Majority of the A Shareholders;

(b) at any time after the seventh anniversary of the Completion Date, a Simple Majority of the A Shareholders;

(c) at any time that the Financial Investors' IRR on their A Shares and Preferred Securities exceeds 25%, the General Partner, subject to the below;

(d) at any time after the fifth anniversary of the Completion Date that the Financial Investors' IRR on their A Shares and Preferred Securities exceeds 20%, the General Partner, subject to the below; and

(e) at any time following a Sale Triggering Event, a Simple Majority of the A Shareholders.

For the purposes of sub-paragraphs (c) and (d) above, the General Partner shall only be the Instructing Group if:

(a) either:

(i) an independent investment bank or independent professional appraiser, in each case of international standing and being a person included on the Valuation Shortlist and selected by the General Partner acting reasonably (taking into account the cost of obtaining valuation), has confirmed to the General Partner in writing at the outset of the applicable Exit process the value of all the Securities (on the basis of an arm's length sale of all of the Securities by a willing seller to a willing buyer and dividing the consideration rateably among the Securities of each class in accordance with section 18 (ignoring minority discounts, transfer restrictions, and similar)) and, assuming a sale of all the A Shares and Preferred Securities at such valuation thereof, the IRR of the Financial Investors on their A Shares and Preferred Securities would exceed the percentage specified in sub-paragraph (c) or (d) above (as applicable); or

(ii) one or several bona fide offers (whether or not binding) have been received for all of the Securities at a valuation that would, on completion of the transaction contemplated by the offers and allocation of the proceeds thereof to the holders

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of Securities in accordance with section 18, result in the IRR of the Financial Investors on their A Shares and Preferred Securities exceeding the percentage specified in sub-paragraph (c) or (d) above (as applicable); and

(b) the final price at which the proposed transaction is to be consummated will actually result in the IRR of the Financial Investors on their A Shares and Preferred Securities exceeding the percentage specified in sub-paragraph (c) or (d) above (as applicable);

“IPO Shareholders’ Agreement” means any shareholders' agreement that may be entered into between the shareholders from time to time and amended in accordance with such shareholders' agreement by the addition of provisions for the orderly transition of the Group onto the public markets as recommended by the underwriters of the Initial Public Offering.

“IRR” the annual percentage rate by which the Financial Investors’ investments in Securities pursuant to this Agreement and any subsequent subscription for Securities (expressed as negative numbers) and the Financial Investors’ cash receipts in respect of such Securities (expressed as positive numbers) are discounted back (based on a daily computation), from the date of such investment or receipt, to arrive at an aggregate net present value at the date of Subscription of nil. For purposes of calculating IRR:

(a) the contribution on the date of Subscription of the Ikos Luxco Securities to the Company by OCM will be deemed to be a cash investment in Securities by OCM of €58,100,000 (being the value of the Ikos Luxco Securities for purposes of that contribution);

(b) on an Exit, the calculation shall take into account cash proceeds received both before and on Exit, net of any cash proceeds to be held in escrow and excluding any deferred or contingent element of the consideration, each of which will only be taken into account in the calculation of IRR if and when actually received in cash by the Financial Investors; and

(c) on an Initial Public Offering, the calculation shall be calculated based on the offer price at the launch of the Initial Public Offering, assuming that all of the Securities become ordinary shares in the listed entity pursuant to a Solvent Reorganisation and are then sold at the offer price at the launch of the Initial Public Offering;

"Law" has the meaning scribed to it in section 1;

“Liquidation” the liquidation or winding up of the Company or any New Holding Company (otherwise than for the purposes of a Solvent Reorganisation pursuant to which no cash amount or cash equivalent is distributed to the holders of Securities);

“Liquidity Event” has the meaning given to it in section 18;

"Lux GP" LBRI GP S.à r.l., a société à responsibilité limitée incorporated in the Grand Duchy of Luxembourg, registered with the Luxembourg Registre de Commerce et des Sociétés under number B 202318 and having its registered office at 26A Boulevard Royal, L-2449 Luxembourg, and each person designated as such in any shareholders' agreement that may be entered into between the shareholders from time to time;

“Lux GP Board” the board of managers of the General Partner from time to time;

“MIP Instruments” management incentive shares of €1 each in the Company;

“New A Shares” has the meaning given to it in section 7.9.;

“New Holding Company” a holding company of the Company or all or substantially all or the business and assets of the Group incorporated in connection with a Solvent Reorganisation;

“New Preferred Securities” has the meaning given to it in section 7.9.;

“New Shareholder” a person becoming a holder of Securities following the issue of a Drag-Along Notice;

“Non-Selling Shareholders” each holder of Securities who is not a Selling Shareholder;

“Notified Price” the amount per Security of the relevant class offered to the Selling Shareholder(s) by the Acquirer;

"OCM" means OCM Luxembourg EPF III S.à r.l., a private limited liability company (société à responsabilité limitée) incorporated and validly existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 26A, boulevard Royal, L-2449 Luxembourg, with a share capital of EUR 1,127,300, and registered with the Luxembourg Trade and Companies' Register (R.C.S. Luxembourg) under number B 159.343;

“Opco” each of: (a) for so long as it is a subsidiary of the Company, Sani, Ikos Development SA, Pallini SA, Ikos Olivia SA, Ikos III SA, Ikos IV SA, Kalo Chorio SA, Ikos Hotel Management SA; and (b) any other Group member designated as an Opco by the General Partner from time to time;

“Original Investors” means each person designated as such in any shareholders' agreement that may be entered into from time between the shareholders from time to time;

“PECs” the 12% cumulative and annually compounding preferred equity certificates of €1 each of the Company, in the agreed form;

“Permitted Transfer” a transfer of Securities pursuant to section 7.4., and “Permitted Transferee” shall be construed accordingly;

“Preferred Securities” B Shares and PECs;

“Preferred Securities Bank Account” has the meaning given to it in section 7.9.;

“Preferred Securities Issuance Notice” has the meaning given to it in section 7.9.;

“Preferred Security ROFO Offer” has the meaning given to it in section 7.8.;

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"Preferred Securities Subscription Amount" has the meaning given to it in section 7.9.;

"Preferred Securities Subscription Price" has the meaning given to it in section 7.9.;

"Preferred Securityholders" the holders of Preferred Securities;

"Proposed Drag-Along Sale" a proposed Sale;

"Proposed Tag-Along Transfer" any transaction(s) or event(s) (including any transfer, merger or amalgamation) following which the Acquirer would hold more than 50% of the A Shares;

"Redemption Price" the total subscription price of all the Preferred Securities (being their initial nominal value and any premium paid on subscription (before any accrual and/or capitalisation of return or interest)) plus all accrued but unpaid returns and interest thereon;

"Replacement Triggering Event" has the meaning given to it in any shareholders' agreement that may be entered into between the shareholders from time to time;

"ROFO Notice" has the meaning given to it in section 7.8.;

"ROFO Securities" has the meaning given to it in section 7.8.;

"Sale" the transfer to one or more bona fide arm's length third party buyers as part of a single transaction or a series of transactions, of: (a) more than 50% of the A Shares; or (b) all or substantially all of the business and assets of the Group;

"Sale Triggering Event" has the meaning given to it in any shareholders' agreement that may be entered into between the shareholders from time to time;

"Sani" Sani Development and Touristic S.A., a company incorporated in Greece with Commercial Register number 121549104000 whose registered office is at 55, Plastira Street, Thessaloniki, Greece;

"Selling Shareholder" any holder of A Shares proposing to transfer any A Shares (or any interest in any A Shares) pursuant to a Proposed Tag-Along Transfer;

"Securities" the A Shares, Preferred Securities, Upside Sharing Instruments, MIP Instruments and all other securities issued by the Company from time to time (but excluding the Unlimited Share), and "Security" means any of them;

"Security Interest" includes any mortgage, charge, pledge, lien, encumbrance, hypothecation, hedging or assignment or any other agreement or arrangement having the effect of conferring security;

"Share Capital Reorganisation" the exchange, conversion, consolidation, reclassification or re-designation (as appropriate) of all the Securities into a single class of ordinary shares (whether in the Company or a New Holding Company), where in so doing all classes of Securities are treated equally as among themselves and in accordance with their respective rights pursuant to section 18;

"Simple Majority A Shareholder Approval" approval of a simple majority of the A Shareholders (by holding of A Shares) either in writing or at General Meeting (in which case the majority required shall be a simple majority of the A Shareholders (by holding of A Shares of those present and voting in person or by proxy) in addition to the majority imposed by the Law, as the case may be), and "Simple Majority of the A Shareholders"

shall be construed accordingly;

"Simple Majority Preferred Securityholder Approval" approval of a simple majority of the Preferred Securityholders (by holding of Preferred Securities as if they were a single class of instruments) either in writing or at a meeting of the Preferred Securityholders (in which case the majority required shall be a simple majority of the Preferred Securityholders (by holding of Preferred Securities as if they were a single class of instruments of those present and voting in person or by proxy) in addition to the majority imposed by the Law, as the case may be), and "Simple Majority of the Preferred Securityholders" shall be construed accordingly;

"Solvent Reorganisation" the proposed insertion of a New Holding Company or any other reorganisation involving the Group or its share capital or debt (including by: (i) recapitalisation, (ii) transfer or sale of shares or assets, (iii) contribution of assets and/or liabilities, (iv) liquidation, (v) Share Capital Reorganisation, (vi) formation of new entities or (vii) any other transaction or series of related transactions) which does not result in a change of control of the Company or the Opcos, in which:

a) all classes of Securities are treated equally as among themselves and in accordance with their respective rights pursuant to section 18; and

b) the rights and economic interests of each holder of Securities are preserved in all material respects (it being understood that the exchange, conversion, consolidation, reclassification or re-designation of one instrument or into another shall be deemed a preservation of rights and economic interests if: (i) the restrictions attaching to the instruments held immediately following the relevant Solvent Reorganisation are not more onerous than the restrictions attaching to the instruments held immediately prior; and (ii) the economic value of the instruments held immediately following the relevant Solvent Reorganisation is not less than the economic value of the instruments held immediately prior), and which is undertaken in preparation for a Sale, Initial Public Offering or refinancing;

"Subscription" subscription by the shareholders for Securities as from 28 December 2015;

"Tagging Shareholder" a Non-Selling Shareholder who accepts an offer made by the Acquirer pursuant to section 7.6.;

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“Third Party Purchaser” a bona fide arm’s-length purchaser who is not: (a) a member of the Instructing Group or an Affiliate of any member of the Instructing Group; or (b) if the General Partner is a member of the Instructing Group, any of its directors or their Affiliates;

“Two-Thirds Majority A Shareholder Approval” approval of a two-thirds majority of the A Shareholders (by holding of A Shares) either in writing or at a meeting of the A Shareholders (in which case the majority required shall be a two-thirds majority of the A Shareholders (by holding of A Shares of those present and voting in person or by proxy) in addition to the majority imposed by the Law, as the case may be), and “Two-Thirds Majority of the A Shareholders” shall be construed accordingly;

“Two-Thirds Majority Preferred Securityholder Approval” approval of a twothirds majority of the Preferred Securityholders (by holding of Preferred Securities as if they were a single class of instruments) either in writing or at a meeting of the Preferred Securityholders (in which case the majority required shall be a two-thirds majority of the Preferred Securityholders (by holding of Preferred Securities as if they were a single class of instruments of those present and voting in person or by proxy) in addition to the majority imposed by the Law, as the case may be), and “Two-Thirds Majority of the Preferred Securityholders” shall be construed accordingly;

“Upside Sharing Instruments” upside sharing shares of €1 each in the Company; and

“Valuation Shortlist” the list of independent investment banks and independent professional appraisers, in the agreed form, as may be amended from time to time by The General Partner with Two-Thirds Majority A Shareholder Approval."

Sixth resolution:

The partners of the Company acknowledged the resignation of Ludivine Lanners, Christophe Tasiaux and Sébastien Pauly from their mandate as members of the supervisory board of the Company with effect as from the date hereof.

The partners of the Company resolved to approve the appointment with effect as from the date hereof of (i) Mathieu Guillemin, prenamed, (ii) Andreas Andreadis, born in Thessaloniki, Greece, with its professional address at N. Plastira Str 55, 542 50 Thessaloniki, Greece, and (iii) Stavros Andreadis, born in Thessaloniki, Greece, with its professional address at N. Plastira Str 55, 542 50 Thessaloniki, Greece, as members of the supervisory board of the Company until after the annual general meeting of the partners of the Company to take place in 2021.

Declaration

The undersigned notary herewith declares having verified that the conditions provided for in article 26 of the Law, have all been complied with.

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

Whereof the present deed was drawn up in Pétange, Grand Duchy of Luxembourg on the day named at the beginning of this document.

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

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

Suit la traduction française du texte qui précède

(N.B. Pour des raisons techniques, la version française est publiée au Mémorial C-N° 1650 du 08 juin 2016.)

Signé: Conde, Gomes, Kesseler.

Enregistré à Esch/Alzette Actes Civils, le 04 janvier 2016. Relation: EAC/2016/138. Reçu soixante-quinze euros 75,00 €

Le Receveur (signé): Santioni A.

POUR EXPEDITION CONFORME.

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