

# MEMORIAL

Journal Officiel  
du Grand-Duché de  
Luxembourg



# MEMORIAL

Amtsblatt  
des Großherzogtums  
Luxemburg

## RECUEIL DES SOCIÉTÉS ET ASSOCIATIONS

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

C — N° 1894

29 juin 2016

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**Mater Soparfi S.A., Société Anonyme.**

Siège social: L-4660 Differdange, 11-15, rue Michel Rodange.  
R.C.S. Luxembourg B 41.364.

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

Signature.

Référence de publication: 2016099813/10.

(160070019) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2016.

**Matro S.A., Société Anonyme.**

Siège social: L-2562 Luxembourg, 2, place de Strasbourg.  
R.C.S. Luxembourg B 128.541.

*Extrait de la décision de l'associé unique de Matro SA*

En date du 9 Janvier 2016, l'associé unique de Matro SA (la «Société») a pris la résolution suivante:

- transférer le siège social de la société du 15, rue Edward Steichen au 2, Place de Strasbourg L-2562 Luxembourg avec effet immédiat.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.  
Luxembourg, le 09 Janvier 2016.

Référence de publication: 2016099814/13.

(160070251) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2016.

**MCP Private Capital Fund II GP, Société à responsabilité limitée.****Capital social: EUR 12.500,00.**

Siège social: L-1855 Luxembourg, 51, avenue J.F. Kennedy.  
R.C.S. Luxembourg B 186.464.

## EXTRAIT

En date du 7 avril 2016, l'associé unique de la Société a pris les résolutions suivantes:

- D'accepter, avec effet immédiat, la démission de Monsieur Rolf Caspers, gérant de la Société.  
- De nommer au poste de gérant de la Société, avec effet immédiat et pour une durée indéterminée, Monsieur Duncan Smith, avec adresse professionnelle au 6, rue Gabriel Lippmann, L-5365, Munsbach, Luxembourg.

Suivant les changements, le conseil de gérance de la Société se compose comme suit:

- Monsieur Iain Macleod,  
- Monsieur Duncan Smith,  
- Monsieur David Scheurl

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.  
Luxembourg, le 26 avril 2016.

Référence de publication: 2016099815/19.

(160070741) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2016.

**Newpak S.A., Société Anonyme.**

Siège social: L-1471 Luxembourg, 412F, route d'Esch.  
R.C.S. Luxembourg B 54.045.

*Extrait des résolutions prises par l'Actionnaire Unique de la Société en date du 1<sup>er</sup> Avril 2016*

- La démission de Mr Marc Limpens de son mandat d'Administrateur de catégorie B de la Société est acceptée, avec effet au 31 mars 2016.

Pour copie conforme  
NEWPAK S.A.

Référence de publication: 2016099850/12.

(160070383) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2016.

**Neutral Holding S.A. SPF, Société Anonyme - Société de Gestion de Patrimoine Familial.**

Siège social: L-1471 Luxembourg, 412F, route d'Esch.  
R.C.S. Luxembourg B 49.151.

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.

Référence de publication: 2016099849/9.

(160070875) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2016.

**Nikky Investments S.A., Société Anonyme.**

Siège social: L-1471 Luxembourg, 412F, route d'Esch.  
R.C.S. Luxembourg B 88.539.

*Extrait des résolutions prises par l'actionnaire unique de la société en date du 1<sup>er</sup> Avril 2016*

- La démission de Mr Marc Limpens de son mandat d'Administrateur de catégorie B de la Société est acceptée, avec effet au 31 mars 2016.

Pour copie conforme  
NIKKY INVESTMENTS S.A.

Référence de publication: 2016099851/12.

(160070398) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2016.

**Noy Holding S.A.-SPF, Société Anonyme - Société de Gestion de Patrimoine Familial.**

Siège social: L-1116 Luxembourg, 6, rue Adolphe.  
R.C.S. Luxembourg B 105.270.

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.

Référence de publication: 2016099852/9.

(160069859) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2016.

**Networld International S.A., Société Anonyme.**

Siège social: L-1219 Luxembourg, 23, rue Beaumont.  
R.C.S. Luxembourg B 86.935.

EXTRAIT

Il résulte d'une lettre adressée à la société en date du 22 avril 2016 que la société INTERNATIONAL CORPORATE ACTIVITES, INTERCORP S.A., a démissionné de son mandat de commissaire aux comptes avec effet immédiat.

Luxembourg, le 22 avril 2016.

POUR EXTRAIT CONFORME  
POUR LE CONSEIL D'ADMINISTRATION  
Signature

Référence de publication: 2016099848/14.

(160070457) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2016.

**Nolijo Lux Invest S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 12.500,00.**

Siège social: L-2522 Luxembourg, 6, rue Guillaume Schneider.  
R.C.S. Luxembourg B 156.401.

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

Luxembourg, le 25 avril 2016.

Référence de publication: 2016099841/10.

(160070222) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2016.

**Nolijo Lux Invest S.à r.l., Société à responsabilité limitée.****Capital social: EUR 12.500,00.**

Siège social: L-2522 Luxembourg, 6, rue Guillaume Schneider.  
R.C.S. Luxembourg B 156.401.

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, le 25 avril 2016.

Référence de publication: 2016099840/10.

(160070221) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2016.

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**Novalux G.m.b.h., Société à responsabilité limitée.**

Siège social: L-6440 Echternach, 27, rue de la Gare.  
R.C.S. Luxembourg B 128.388.

Les comptes annuels au 31.12.15 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: 2016099842/9.

(160070239) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2016.

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**Nerthus Invest S.A., Société Anonyme.**

Siège social: L-2350 Luxembourg, 1, rue Jean Piret.  
R.C.S. Luxembourg B 124.740.

L'adresse du commissaire, AUDIEX S.A., est depuis le 18 avril 2016 la suivante:  
1, rue Jean Piret, L-2350 Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.  
Luxembourg, le 28 avril 2016.

Référence de publication: 2016099847/11.

(160071026) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2016.

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**O.B.T.C. S.à r.l., Société à responsabilité limitée.**

Siège social: L-2529 Howald, 25, rue des Scillas.  
R.C.S. Luxembourg B 201.243.

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 la société*

Signature

Référence de publication: 2016099853/11.

(160069846) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 avril 2016.

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**Sculptor Sparrow Investments S.C.A., Société en Commandite par Actions.**

Siège social: L-2633 Senningerberg, 6D, route de Trèves.  
R.C.S. Luxembourg B 174.548.

En date du 10 Septembre 2015 les associés de la Société ont pris acte des décisions suivantes:

- Election de Ernst & Young SA, inscrite au Registre du Commerce et des Sociétés du Luxembourg sous le numéro B47771, située au 35e avenue John F. Kennedy L-1855 Luxembourg, au poste de réviseur d'entreprises agréé, avec effet au 10 Septembre 2015 et jusqu'à l'assemblée générale qui se tiendra en l'année 2016.

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

*Un Mandataire*

Référence de publication: 2016101414/13.

(160072541) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 mai 2016.

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**Rostuwa S.A., Société Anonyme.**

Siège social: L-2557 Luxembourg, 9, rue Robert Stümper.  
R.C.S. Luxembourg B 81.157.

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 29 avril 2016.

G.T. Experts Comptables S.à.r.l.

Luxembourg

Référence de publication: 2016101401/14.

(160071968) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 mai 2016.

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**Ruala Invest S.A., Société Anonyme.**

Siège social: L-8070 Bertrange, 10B, rue des Mérovingiens.  
R.C.S. Luxembourg B 84.773.

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: 2016101403/9.

(160072537) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 mai 2016.

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

Siège social: L-2530 Luxembourg, 4, rue Henri M. Schnadt.  
R.C.S. Luxembourg B 132.190.

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.

Référence de publication: 2016101399/9.

(160071909) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 mai 2016.

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**Rowan California S.à r.l., Société à responsabilité limitée.**

Siège social: L-1330 Luxembourg, 48, boulevard Grande-Duchesse Charlotte.  
R.C.S. Luxembourg B 178.266.

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: 2016101390/9.

(160072333) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 mai 2016.

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**SAMGD, Société Anonyme sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.**

Siège social: L-2453 Luxembourg, 12, rue Eugène Ruppert.  
R.C.S. Luxembourg B 164.350.

Les comptes annuels au 30 septembre 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, le 29 avril 2016.

*Pour SAMGD*

BANQUE DEGROOF LUXEMBOURG S.A.

*Agent Domiciliaire*

Référence de publication: 2016101436/13.

(160071903) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 mai 2016.

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**Prunelle S.A., Société Anonyme.**

Siège social: L-2210 Luxembourg, 54, boulevard Napoléon Ier.  
R.C.S. Luxembourg B 163.331.

Le bilan au 31.12.2014 a été déposé au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Pour extrait conforme  
*Pour PRUNELLE SA*  
Signature

Référence de publication: 2016101381/12.

(160071915) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 mai 2016.

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**Prunelle S.A., Société Anonyme.**

Siège social: L-2210 Luxembourg, 54, boulevard Napoléon Ier.  
R.C.S. Luxembourg B 163.331.

Le bilan au 31.12.2013 a été déposé au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Pour extrait conforme  
*Pour PRUNELLE SA*  
Signature

Référence de publication: 2016101382/12.

(160071916) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 mai 2016.

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**Pyrotex S.à r.l., Société à responsabilité limitée.**

Siège social: L-1855 Luxembourg, 44, avenue J.F. Kennedy.  
R.C.S. Luxembourg B 138.361.

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 PYROTEX S.à r.l.*  
BNP Paribas Real Estate Investment Management Luxembourg S.A.  
Dominique ... / KHALDI Abed

Référence de publication: 2016101383/12.

(160072140) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 mai 2016.

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**Smart Holdco S.à r.l., Société à responsabilité limitée.**

Siège social: L-1855 Luxembourg, 44, avenue J.F. Kennedy.  
R.C.S. Luxembourg B 174.270.

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.

Référence de publication: 2016101423/9.

(160072393) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 mai 2016.

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**Santi Shop S. à r.l., Société à responsabilité limitée.**

Siège social: L-8711 Boevange-sur-Attert, 43, Am Letschert.  
R.C.S. Luxembourg B 123.234.

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.

Référence de publication: 2016101438/9.

(160071656) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 mai 2016.

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**Sandton Conduit S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 100.000,00.**

Siège social: L-2611 Luxembourg, 51, route de Thionville.  
R.C.S. Luxembourg B 177.136.

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EXTRAIT

Il résulte des résolutions prises par l'actionnaire unique lors de l'assemblée générale annuelle de la Société qui s'est tenue en date du 22 avril 2016, que:

- L'actionnaire unique a approuvé et ratifié la démission de Madame Myriam Francq comme gérante de la Société avec effet immédiat; et

- Monsieur Charles Khoury, né le 29 janvier 1970 à Ain Ekrine (Liban), demeurant au 3, rue de la Paix, L-2312 Luxembourg, a été nommé nouveau gérant de la Société à partir du 23 avril 2016.

Il résulte que le conseil de gérance de la Société se compose désormais comme suit:

- Monsieur Dimitri Korvyakov,
- Madame Catherine Francq, et
- Monsieur Charles Khoury.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.  
Luxembourg, le 29 avril 2016.

Référence de publication: 2016101407/21.

(160072635) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 mai 2016.

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**Sandton Credit III (Luxembourg) S.à.r.l., Société à responsabilité limitée.**

**Capital social: EUR 50.000,00.**

Siège social: L-1331 Luxembourg, 33, boulevard Grande-Duchesse Charlotte.  
R.C.S. Luxembourg B 197.280.

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EXTRAIT

Il résulte des résolutions prises par l'actionnaire unique lors de l'assemblée générale annuelle de la Société qui s'est tenue en date du 22 avril 2016, que:

- L'actionnaire unique a approuvé et ratifié la démission de Madame Myriam Francq comme gérante de la Société avec effet immédiat; et

- Monsieur Charles Khoury, né le 29 janvier 1970 à Ain Ekrine (Liban), demeurant au 3, rue de la Paix, L-2312 Luxembourg, a été nommé nouveau gérant de la Société à partir du 23 avril 2016.

Il résulte que le conseil de gérance de la Société se compose désormais comme suit:

- Monsieur Dimitri Korvyakov,
- Madame Catherine Francq, et
- Monsieur Charles Khoury.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.  
Luxembourg, le 29 avril 2016.

Référence de publication: 2016101408/21.

(160072703) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 mai 2016.

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**Quint: Essence Capital S.A., Société Anonyme.**

Siège social: L-5365 Munsbach, 2, rue Gabriel Lippmann.  
R.C.S. Luxembourg B 53.021.

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*Auszug aus dem Protokoll der ordentlichen Generalversammlung vom 4. März 2016*

Das Mandat des Wirtschaftsprüfer der Gesellschaft, Prüfungsgesellschaft PriceWaterhouseCoopers Sarl, wird um ein Jahr und damit bis zum Ablauf des Geschäftsjahres 2016 verlängert.

Luxemburg, den 29.4.2016.

Quint:Essence Capital S.A.

Référence de publication: 2016101384/12.

(160072190) Déposé au registre de commerce et des sociétés de Luxembourg, le 2 mai 2016.

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**Econergy Sonnen S.à r.l., Société à responsabilité limitée.**

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

R.C.S. Luxembourg B 178.731.

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.

Luxembourg, le 20/04/2016.

G.T. Experts Comptables Sàrl

Luxembourg

Référence de publication: 2016104835/12.

(160077185) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 mai 2016.

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**EdR Real Estate (Eastern Europe) S.C.A., Sicar, Société en Commandite par Actions sous la forme d'une Société d'Investissement en Capital à Risque.**

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

R.C.S. Luxembourg B 122.477.

*Extrait des résolutions de l'Assemblée Générale Ordinaire des Actionnaires tenue à Luxembourg le 2 mai 2016:*

- L'Assemblée Générale décide de réélire PricewaterhouseCoopers, Société Coopérative, en tant que réviseur d'entreprise pour une période d'un an prenant fin à l'issue de l'Assemblée Générale Ordinaire qui se tiendra en 2017.

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

Luxembourg, le 6 mai 2016.

Référence de publication: 2016104836/13.

(160076719) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 mai 2016.

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**EdR Real Estate (Eastern Europe) S.C.A., Sicar, Société en Commandite par Actions sous la forme d'une Société d'Investissement en Capital à Risque.**

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

R.C.S. Luxembourg B 122.477.

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, le 6 mai 2016.

Référence de publication: 2016104837/11.

(160076720) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 mai 2016.

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**Eaton Holding III S.à r.l., Société à responsabilité limitée.**

Siège social: L-2453 Luxembourg, 12, rue Eugène Ruppert.

R.C.S. Luxembourg B 111.750.

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: 2016104830/9.

(160077148) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 mai 2016.

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**Eaton Holding IV S.à r.l., Société à responsabilité limitée.**

Siège social: L-2453 Luxembourg, 12, rue Eugène Ruppert.

R.C.S. Luxembourg B 127.110.

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: 2016104831/9.

(160077152) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 mai 2016.

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**E Project S.A., Société Anonyme.**

Siège social: L-1449 Luxembourg, 18, rue de l'Eau.  
R.C.S. Luxembourg B 109.334.

## EXTRAIT

L'assemblée générale ordinaire réunie à Luxembourg le 9 mai 2016 a renouvelé les mandats des administrateurs et du commissaire aux comptes pour un terme de six ans.

Le Conseil d'Administration se compose comme suit:

- Madame Nicole Thommes
- Monsieur Marc Koeune
- Monsieur Jean-Yves Nicolas
- Monsieur Denis Brever

Le commissaire aux comptes est CeDerLux-Services S.à r.l.

Leurs mandats prendront fin à l'issue de l'assemblée générale annuelle qui se tiendra en l'an 2022.

Pour extrait conforme

Référence de publication: 2016104825/18.

(160077237) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 mai 2016.

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**Eaton Finance S.à r.l., Société Anonyme.**

Siège de direction effectif: L-2453 Luxembourg, 12, rue Eugène Ruppert.  
R.C.S. Luxembourg B 185.636.

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: 2016104829/9.

(160077147) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 mai 2016.

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**Eaton Holding X S.à r.l., Société à responsabilité limitée.**

Siège social: L-2453 Luxembourg, 12, rue Eugène Ruppert.  
R.C.S. Luxembourg B 137.019.

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: 2016104832/9.

(160077153) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 mai 2016.

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**Eaton Holding XII B.V. / S.à r.l., Société à responsabilité limitée.**

Siège de direction effectif: L-2453 Luxembourg, 12, rue Eugène Ruppert.  
R.C.S. Luxembourg B 185.654.

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: 2016104833/9.

(160077150) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 mai 2016.

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**E Project S.A., Société Anonyme.**

Siège social: L-1449 Luxembourg, 18, rue de l'Eau.  
R.C.S. Luxembourg B 109.334.

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: 2016104826/9.

(160077238) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 mai 2016.

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**Difter SA, Société Anonyme.****Capital social: EUR 43.200,00.**

Siège social: L-2267 Luxembourg, 4, rue d'Orange.

R.C.S. Luxembourg B 135.744.

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*Extrait des résolutions de l'actionnaire unique datées du 2 mai 2016*

En date du 2 mai 2016, l'actionnaire unique de la Société a décidé de renouveler le mandat du commissaire aux comptes Audiex S.A., ayant son siège social à 1, rue Jean Piret, L-2350 Luxembourg, inscrite auprès du Registre de Commerce et des Sociétés sous le numéro B65.469,

jusqu'à la tenue de l'assemblée générale annuelle des actionnaires chargée d'approuver les comptes annuels de la Société au 31 décembre 2015.

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

Luxembourg, le 6 mai 2016.

Signature

*Un Mandataire*

Référence de publication: 2016104817/18.

(160077066) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 mai 2016.

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**DKV Luxembourg S.A., Société Anonyme.**

Siège social: L-3372 Leudelange, 11-13, rue Jean Fischbach.

R.C.S. Luxembourg B 45.762.

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*Auszug aus dem Protokoll über die ordentliche Hauptversammlung der DKV Luxembourg S.A. am Donnerstag, den 28. April 2016*

Zu TOP 5

Die Gesellschaft KPMG Audit wird zum Wirtschaftsprüfer für das Geschäftsjahr 2016 gewählt.

Leudelange, den 28.04.2016.

Référence de publication: 2016104819/12.

(160076168) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 mai 2016.

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**DKV Luxembourg S.A., Société Anonyme.**

Siège social: L-3372 Leudelange, 11-13, rue Jean Fischbach.

R.C.S. Luxembourg B 45.762.

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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.

DKV Luxembourg S.A.

Stefan Pelger

*CEO*

Référence de publication: 2016104820/12.

(160076169) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 mai 2016.

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**Peak Partners (Luxembourg) S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 93.189.

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Les comptes annuels au 31/12/2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 09/05/2016.

G.T. Experts Comptables Sàrl

Luxembourg

Référence de publication: 2016105219/12.

(160076978) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 mai 2016.

**Mandarin Capital Partners II S.C.A. SICAR, Société en Commandite par Actions sous la forme d'une Société d'Investissement en Capital à Risque.**

Siège social: L-1820 Luxembourg, 10, rue Antoine Jans.

R.C.S. Luxembourg B 178.903.

IN THE YEAR TWO THOUSAND SIXTEEN, ON THE NINTH DAY OF THE MONTH OF MARCH.

Before Maître Cosita DELVAUX, notary, residing in Luxembourg, Grand-Duchy of Luxembourg.

Was held

an extraordinary general meeting of the shareholders of “MANDARIN CAPITAL PARTNERS II S.C.A. SICAR”, a société en commandite par actions qualified as société d’investissement en capital à risque (SICAR) having its registered office in 10, rue Antoine Jans, L - 1820 Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B178903, incorporated on 16 July 2013 pursuant to a deed of the undersigned notary, published in the Mémorial C, Recueil des Sociétés et Associations number 2223 on 11 September 2013 (the “company”). The articles of incorporation (“Articles”) have been amended for the last time by deed of the undersigned notary on 7 March 2016, not yet published in the Mémorial C, Recueil des Sociétés et Associations.

The Meeting was presided over by Mr Francesco MOGLIA, director, professionally residing in Luxembourg.

The Meeting appointed as secretary Mrs Elena Guaraldi, employee, professionally residing in Luxembourg.

The Meeting appointed as scrutineer Mrs Elena Guaraldi, employee, professionally residing in Luxembourg.

The chairman declared and requested the notary to state that:

I. All shares of the Company are in registered form and the present meeting has been convened by convening notices sent to all shareholders inscribed in the register of shareholders by registered mail on 1<sup>st</sup> March 2016.

II. The shareholders represented, and the number of shares held by each of them, are shown on an attendance list signed by the proxyholders, the chairman, the secretary and scrutineer and the undersigned notary. Said list will remain attached to the present deed in order to be registered therewith.

III. As it appears from the said attendance list, six hundred forty-eight thousand one hundred fifty-five (648,155) A Shares and seventy-six thousand nine (76,009) B Shares out of all the issued six hundred eighty-three thousand one hundred eighty (683,180) A Shares and seventy-six thousand nine (76,009) B Shares, having a par value of one Euro (1.- EUR) each, representing the whole share capital of the company, are present or represented at the present meeting, and all the shareholders present or represented declare that they have had notice and knowledge of the agenda prior to this meeting, so that, the present Meeting is validly constituted and able to validly decide on all the items on the agenda.

IV. The chairman declares that the present Meeting was regularly convened, that the quorum required by article 67-1 of the law of 10 August 1915 on commercial companies as amended is reached, and that the Meeting is therefore regularly constituted and can deliberate on all the items of the above named agenda.

V. The agenda of the Meeting was as follows:

*Agenda:*

1. Amendment of article 3 (para 2 and 6), article 10, article 18.8, article 28.1 (para 4) of the Company’s articles of incorporation (the “Articles”) as follows:

(i) amendment of paragraph 2 of article 3 to be reworded as follows:

“The object of the Company is the holding of interests, in any form whatsoever both directly and indirectly, in Luxembourg and non-Luxembourg companies, the acquisition by purchase, subscription or in any other manner and the transfer by sale, exchange or otherwise of stock, bonds, debentures, notes and other securities of any kind; and the ownership, administration, development and active management of its portfolio to enhance its value with a view to its resale.”

(ii) amendment of paragraph 6 of article 3 to be reworded as follows:

“The Company may borrow money within the prescribed limits and form as may be set out in the Prospectus.”

(iii) amendment of article 10 to be reworded as follows:

**“ Art. 10. Restrictions on transfer of shares.**

10.A. Every sale, assignment, transfer, pledge or in any other manner disposal, including by way of contribution, merger, spin-off, liquidation or dissolution (hereafter referred to as the “Transfer”) by a Shareholder of its Shares shall be effected by written declaration of transfer to be inscribed in the Register, such declaration to be dated and signed by the transferor and the transferee, or by persons holding suitable powers of attorney to act therefor. The Company may accept, and inscribe into the Register, any transfer resulting from correspondence or other documents satisfactory to the Unlimited Shareholder establishing the agreement of the transferor and the transferee.

10.B. Shares may be transferred only subject to the following terms and conditions:

1. A Limited Shareholder (hereafter referred to as “the Selling Shareholder”) wishing to Transfer any or all of its Shares (hereafter referred to as “the Offered Shares”) to another Limited Shareholder or to a bona fide third party offeror (hereafter

referred to as “the Offeror”) must give notice of such fact to the Unlimited Shareholder setting out the details of the Offered Shares (class, number, identity of the Offeror, conditions for payment and any other material conditions) and of the price per offered Share as offered by the Offeror; it being understood that such offer must be on terms that are final and binding on acceptance. The Unlimited Shareholder shall, within fifteen (15) calendar days of receipt of such notice, offer the Offered Shares to the other Limited Shareholders in proportion to their respective Committed Contributions. The Offered Shares shall be offered at a price per offered Share and on the same terms and conditions as offered by the Offeror (hereafter referred to as “the Agreed Terms”) and the offer shall be open for acceptance for such period as the Unlimited Shareholder shall reasonably determine, being not less than fifteen (15) calendar days and not more than sixty (60) calendar days from the notification by the Unlimited Shareholder (the “Offer Period”).

2. Any Limited Shareholder intending to accept such offer (each, an “Accepting Shareholder”) shall, before the end of the Offer Period, notify in writing its intention in this respect to the Unlimited Shareholder (with copy to the Selling Shareholder) and such notice shall oblige each Accepting Shareholder to purchase the Offered Shares at the Agreed Terms for their whole outstanding amount or, in case there is more than one Accepting Shareholder, pro rata on the basis of the ratio between (i) an Accepting Shareholder’s Committed Contributions and (ii) the aggregate amount of the Committed Contributions of all Accepting Shareholders.

3. The Unlimited Shareholder shall, at the end of the Offer Period, notify the Selling Shareholder of the number of the Shares purchased by each Accepting Shareholder in accordance with the ratio set out in 10.B.2 above. The Selling Shareholder shall, subject to Article 10.B.4, sell the Offered Shares to the Accepting Shareholders, that shall purchase them, by and no later than thirty (30) calendar days after the end of the Offer Period.

4. Any transfer of A Shares, whether to the other Limited Shareholders or to an Offeror, shall require the prior approval of the Unlimited Shareholder who may in its discretion and without assigning any reason therefor decline to approve or register such transfer provided that, if the Unlimited Shareholder refuses to approve or register such transfer, it shall procure within one (1) month from the date of such refusal that itself or some person nominated by it shall offer to acquire the Shares to which the transfer relates on the Agreed Terms or cause the Company to acquire such Shares on the Agreed Terms subject to the applicable provisions of Luxembourg law.

5. On any transfer of Shares, the Offeror shall enter into a deed of adherence agreeing to be a party to the Shareholders’ Agreement and to be bound by its terms and conditions as if it were the Selling Shareholder and shall undertake any and all outstanding obligations of the Selling Shareholder in respect of the Shares to be transferred. In particular, its Committed Contributions (under the deed of adherence) will be equal to that proportion of the Committed Contributions of the Selling Shareholder as the amount of the Offered Shares purchased by the transferee bears to the amount of the Shares held by the Selling Shareholder prior to such transfer. The Committed Contributions of the Selling Shareholder shall be decreased by the amount of the Committed Contributions assumed by the Offeror pursuant to this Article 10.B.5. On any transfer of Shares to a Limited Shareholder, the acquiring Limited Shareholders shall enter into an amendment agreement to the deed of adherence already entered into by it, to reflect the changes to its Committed Contributions. For the avoidance of doubt the Offeror shall be a Well Informed Investor and shall comply with all “Know Your Client” rules to which the domiciliation and central administrative agent of the Company is subject.

6. The provisions of Article 10.B.above - except as specified below - shall not apply in case of a transfer of Shares by a Limited Shareholder to an Affiliate (as defined below) of such Limited Shareholder. The Unlimited Shareholder shall have to verify the existence of such relationship between the Limited Shareholder intending to transfer the Shares and the proposed transferee.

The provisions of Article 10.B.5. above shall apply also in case of a transfer pursuant to the first paragraph of this Article 10.B.6..

For the purpose of these Articles, “Affiliate” shall mean (i) a company which, directly or indirectly controls, is controlled by, or is under common control of the relevant individual or corporation referred to in the context in which such term is used; (ii) the spouse, child or sibling of the relevant individual referred to in the context in which such term is used; (iii) the spouse, child or sibling of the individual that directly or indirectly controls the company referred to in the context in which such term is used; (iv) a company where the spouse, child or sibling of the individual referred to in the context in which such term is used directly or indirectly controls such company; (v) a company controlled by the spouse, child or sibling of the individual that controls the company referred to in the context in which such term is used; it being understood that “control” means the ownership of more than fifty per cent (50%) of the shares carrying voting rights of a company.

For the avoidance of doubt the Affiliate shall be a Well Informed Investor and shall comply with all “Know Your Client” rules to which the domiciliation and central administrative agent of the Company is subject.

7. In case a Limited Shareholder’s continued investment in the Company becomes illegal (for whatever reason), and this Limited Shareholder (which will be referred to in this case as an “Illegal Investor”) does not reach a binding agreement to transfer all its Shares to an Offeror within sixty (60) calendar days, the Unlimited Shareholder shall be entitled to exercise an option to purchase (or to designate a third party purchaser, including a Limited Shareholder) the relevant Shares held by the Illegal Investor pursuant to the following terms and conditions:

(i) the price per Share to be paid by the Unlimited Shareholder or by any entity designated by it shall at least equal the net asset value of such Shares to be determined by the Unlimited Shareholder or by the agent designated by the Unlimited Shareholder to calculate the net asset value, in accordance with these Articles; and

(ii) the provisions of Clause 10.B.5 shall be complied with.”

(iv) amendment of article 18.8 to be reworded as follows:

“The “Removal Agreed Terms” in case of removal of the Unlimited Shareholder pursuant to Article 18.2, shall be the fair value of the B Shares calculated by the Auditors also taking into consideration the value of the carried interest matured and attached to the B Shares as of the date of the general meeting approving the removal of the Unlimited Shareholder. In case of removal of the Unlimited Shareholder pursuant to Article 18.3, the Removal Agreed Terms shall be the nominal value of the B Shares.”

(v) amendment of article 28.1 (para 4) to be reworded as follows:

“For the purposes of these Articles “Investment Period” shall mean the period commencing on the First Closing Date and ending on December 31, 2019, during which the Investments will be implemented. The Investment Period can be extended by the Unlimited Shareholder for up to two (2) additional years, i.e. until December 31, 2021, with the consent of the Limited Shareholders, holding among them at least seventy per cent (70%) of Total Committed Contributions.”

2. Amendment of the Articles for other minor editing and cosmetic changes.

3. Miscellaneous.

After deliberation, the Meeting unanimously resolved as follows:

#### *First Resolution*

The Meeting resolves to amend article 3 (paragraphs 2 and 6), article 10, article 18.8, article 28.1 (paragraph 4) of the Company’s Articles in order to read them as follows:

(vi) amendment of paragraph 2 of article 3 to be reworded as follows:

“The object of the Company is the holding of interests, in any form whatsoever both directly and indirectly, in Luxembourg and non-Luxembourg companies, the acquisition by purchase, subscription or in any other manner and the transfer by sale, exchange or otherwise of stock, bonds, debentures, notes and other securities of any kind; and the ownership, administration, development and active management of its portfolio to enhance its value with a view to its resale.”

(vii) amendment of paragraph 6 of article 3 to be reworded as follows:

“The Company may borrow money within the prescribed limits and form as may be set out in the Prospectus.”

(viii) amendment of article 10 to be reworded as follows:

**“ Art. 10. Restrictions on transfer of shares.**

10.A. Every sale, assignment, transfer, pledge or in any other manner disposal, including by way of contribution, merger, spin-off, liquidation or dissolution (hereafter referred to as the “Transfer”) by a Shareholder of its Shares shall be effected by written declaration of transfer to be inscribed in the Register, such declaration to be dated and signed by the transferor and the transferee, or by persons holding suitable powers of attorney to act therefor. The Company may accept, and inscribe into the Register, any transfer resulting from correspondence or other documents satisfactory to the Unlimited Shareholder establishing the agreement of the transferor and the transferee.

10.B. Shares may be transferred only subject to the following terms and conditions:

1. A Limited Shareholder (hereafter referred to as “the Selling Shareholder”) wishing to Transfer any or all of its Shares (hereafter referred to as “the Offered Shares”) to another Limited Shareholder or to a bona fide third party offeror (hereafter referred to as “the Offeror”) must give notice of such fact to the Unlimited Shareholder setting out the details of the Offered Shares (class, number, identity of the Offeror, conditions for payment and any other material conditions) and of the price per offered Share as offered by the Offeror; it being understood that such offer must be on terms that are final and binding on acceptance. The Unlimited Shareholder shall, within fifteen (15) calendar days of receipt of such notice, offer the Offered Shares to the other Limited Shareholders in proportion to their respective Committed Contributions. The Offered Shares shall be offered at a price per offered Share and on the same terms and conditions as offered by the Offeror (hereafter referred to as “the Agreed Terms”) and the offer shall be open for acceptance for such period as the Unlimited Shareholder shall reasonably determine, being not less than fifteen (15) calendar days and not more than sixty (60) calendar days from the notification by the Unlimited Shareholder (the “Offer Period”).

2. Any Limited Shareholder intending to accept such offer (each, an “Accepting Shareholder”) shall, before the end of the Offer Period, notify in writing its intention in this respect to the Unlimited Shareholder (with copy to the Selling Shareholder) and such notice shall oblige each Accepting Shareholder to purchase the Offered Shares at the Agreed Terms for their whole outstanding amount or, in case there is more than one Accepting Shareholder, pro rata on the basis of the ratio between (i) an Accepting Shareholder’s Committed Contributions and (ii) the aggregate amount of the Committed Contributions of all Accepting Shareholders.

3. The Unlimited Shareholder shall, at the end of the Offer Period, notify the Selling Shareholder of the number of the Shares purchased by each Accepting Shareholder in accordance with the ratio set out in 10.B.2 above. The Selling Shareholder shall, subject to Article 10.B.4, sell the Offered Shares to the Accepting Shareholders, that shall purchase them, by and no later than thirty (30) calendar days after the end of the Offer Period.

4. Any transfer of A Shares, whether to the other Limited Shareholders or to an Offeror, shall require the prior approval of the Unlimited Shareholder who may in its discretion and without assigning any reason therefor decline to approve or

register such transfer provided that, if the Unlimited Shareholder refuses to approve or register such transfer, it shall procure within one (1) month from the date of such refusal that itself or some person nominated by it shall offer to acquire the Shares to which the transfer relates on the Agreed Terms or cause the Company to acquire such Shares on the Agreed Terms subject to the applicable provisions of Luxembourg law.

5. On any transfer of Shares, the Offeror shall enter into a deed of adherence agreeing to be a party to the Shareholders' Agreement and to be bound by its terms and conditions as if it were the Selling Shareholder and shall undertake any and all outstanding obligations of the Selling Shareholder in respect of the Shares to be transferred. In particular, its Committed Contributions (under the deed of adherence) will be equal to that proportion of the Committed Contributions of the Selling Shareholder as the amount of the Offered Shares purchased by the transferee bears to the amount of the Shares held by the Selling Shareholder prior to such transfer. The Committed Contributions of the Selling Shareholder shall be decreased by the amount of the Committed Contributions assumed by the Offeror pursuant to this Article 10.B.5. On any transfer of Shares to a Limited Shareholder, the acquiring Limited Shareholders shall enter into an amendment agreement to the deed of adherence already entered into by it, to reflect the changes to its Committed Contributions. For the avoidance of doubt the Offeror shall be a Well Informed Investor and shall comply with all "Know Your Client" rules to which the domiciliation and central administrative agent of the Company is subject.

6. The provisions of Article 10.B.above - except as specified below - shall not apply in case of a transfer of Shares by a Limited Shareholder to an Affiliate (as defined below) of such Limited Shareholder. The Unlimited Shareholder shall have to verify the existence of such relationship between the Limited Shareholder intending to transfer the Shares and the proposed transferee.

The provisions of Article 10.B.5. above shall apply also in case of a transfer pursuant to the first paragraph of this Article 10.B.6..

For the purpose of these Articles, "Affiliate" shall mean (i) a company which, directly or indirectly controls, is controlled by, or is under common control of the relevant individual or corporation referred to in the context in which such term is used; (ii) the spouse, child or sibling of the relevant individual referred to in the context in which such term is used; (iii) the spouse, child or sibling of the individual that directly or indirectly controls the company referred to in the context in which such term is used; (iv) a company where the spouse, child or sibling of the individual referred to in the context in which such term is used directly or indirectly controls such company; (v) a company controlled by the spouse, child or sibling of the individual that controls the company referred to in the context in which such term is used; it being understood that "control" means the ownership of more than fifty per cent (50%) of the shares carrying voting rights of a company.

For the avoidance of doubt the Affiliate shall be a Well Informed Investor and shall comply with all "Know Your Client" rules to which the domiciliation and central administrative agent of the Company is subject.

7. In case a Limited Shareholder's continued investment in the Company becomes illegal (for whatever reason), and this Limited Shareholder (which will be referred to in this case as an "Illegal Investor") does not reach a binding agreement to transfer all its Shares to an Offeror within sixty (60) calendar days, the Unlimited Shareholder shall be entitled to exercise an option to purchase (or to designate a third party purchaser, including a Limited Shareholder) the relevant Shares held by the Illegal Investor pursuant to the following terms and conditions:

(iii) the price per Share to be paid by the Unlimited Shareholder or by any entity designated by it shall at least equal the net asset value of such Shares to be determined by the Unlimited Shareholder or by the agent designated by the Unlimited Shareholder to calculate the net asset value, in accordance with these Articles; and

(iv) the provisions of Clause 10.B.5 shall be complied with."

(ix) amendment of article 18.8 to be reworded as follows:

"The "Removal Agreed Terms" in case of removal of the Unlimited Shareholder pursuant to Article 18.2, shall be the fair value of the B Shares calculated by the Auditors also taking into consideration the value of the carried interest matured and attached to the B Shares as of the date of the general meeting approving the removal of the Unlimited Shareholder. In case of removal of the Unlimited Shareholder pursuant to Article 18.3, the Removal Agreed Terms shall be the nominal value of the B Shares."

(x) amendment of article 28.1 (paragraph 4) to be reworded as follows:

"For the purposes of these Articles "Investment Period" shall mean the period commencing on the First Closing Date and ending on December 31, 2019, during which the Investments will be implemented. The Investment Period can be extended by the Unlimited Shareholder for up to two (2) additional years, i.e. until December 31, 2021, with the consent of the Limited Shareholders, holding among them at least seventy per cent (70%) of Total Committed Contributions."

#### *Second Resolution*

Further to the resolution taken above and in addition to the above adopted amendments, the Meeting resolves to amend and restate in full the Articles in order to bring various minor editing and cosmetic changes. The Articles shall have henceforth the following wording:

**Art. 1. Form.** There exists among "Mandarin Capital Management II S.A." (the "Unlimited Shareholder") the subscribers and all those who may become holders of Shares, a société en commandite par actions, under the name of "Mandarin Capital Partners II S.C.A. SICAR" (hereafter called "the Company").

The Company shall be governed by the law of June 15, 2004 concerning the risk capital investment company, as amended (the “SICAR Law”) and the law of August 10, 1915 on commercial companies as amended (the “1915 Law”).

## **Art. 2. Duration.**

2.1. Subject to Article 28, the Company shall continue for a ten-year period starting from the date of incorporation (the “Term of the Company”), it being understood that such term may be extended pursuant to Article 2.2 hereof, for a period or consecutive periods not exceeding in the aggregate two (2) years and shall thereafter be wound up pursuant to the provisions of Article 28.

2.2. The life of the Company shall be extended by a period or consecutive periods not exceeding two (2) years in the aggregate (i.e., the life of the Company shall in any case not extend beyond the twelfth (12<sup>th</sup>) anniversary of the date of incorporation) if, at any time prior to December 31, 2022, notice is given by the Unlimited Shareholder to the Limited Shareholders (as defined below) to that effect and, with the agreement of the Unlimited Shareholder, the Shareholders' meeting (with the consent of Limited Shareholders holding among them at least eighty per cent (80%) of Total Committed Contributions), resolves to extend the life of the Company. Any such election shall be irrevocable but shall be without prejudice to the earlier termination of the Company for a reason specified in Article 28.

The Company shall not be dissolved on the dissolution or bankruptcy of the Unlimited Shareholder, provided that such latter is promptly replaced by another successor unlimited shareholder at a Shareholders' meeting.

**Art. 3. Object.** The Company shall have as its business purpose the investment of the funds available to it in risk capital within the widest meaning permitted by article 1 of the SICAR Law.

The object of the Company is the holding of interests, in any form whatsoever both directly and indirectly, in Luxembourg and non-Luxembourg companies, the acquisition by purchase, subscription or in any other manner and the transfer by sale, exchange or otherwise of stock, bonds, debentures, notes and other securities of any kind; and the ownership, administration, development and active management of its portfolio to enhance its value with a view to its resale.

The Company may not invest in funds or other collective investment schemes, regardless of the objective of such funds and schemes or of the nature of their investments.

The Company may participate in the establishment and development of any industrial and commercial enterprises and in connection therewith may render them every assistance whether by way of loans or otherwise but not limited to intervening in the management of such entities by providing assistance and advice in connection with any corporate or financial matters and providing persons to act as directors=managers of such entities.

In general, the Company may carry out any other transaction, as it may deem useful in the accomplishment and development of its purposes.

The Company may borrow money within the prescribed limits and form as may be set out in the Prospectus.

**Art. 4. Registered office.** The registered office of the Company is established in Luxembourg- City, in the Grand-Duchy of Luxembourg. Branches or other offices may be established either in Luxembourg or in EU Countries by decision of the Unlimited Shareholder. Should extraordinary events of a political, economic or social nature, which might impair the normal activities of the Company at its registered office, or easy communication between that office and foreign countries, occur or be imminent, the registered office may be transferred temporarily abroad by resolution of the Unlimited Shareholder or by declaration of a person duly authorised by the Unlimited Shareholder for such purpose. Such temporary measures shall, however, have no effect on the nationality of the Company which, notwithstanding such temporary transfer of the registered office, shall remain Luxembourgish.

**Art. 5. Share capital.** The Company has a fixed share capital.

The Company has an issued share capital of EUR 759,189.- (seven hundred fifty-nine thousand one hundred eighty-nine Euro), divided into:

- six hundred eighty-three thousand one hundred eighty (683,180) A shares having a par value of one Euro (1.- EUR) each,

- seventy-six thousand nine (76,009) B shares having a par value of one euro (EUR 1) each.

“A Shares” shall only be issued and subscribed for by Limited Shareholders (and Additional Limited Shareholders (as defined below), if any);

“B Shares”, are reserved to the Unlimited Shareholder. At each draw down, the Unlimited Shareholder will subscribe for and pay up a number of additional B Shares so that its shareholding in the Company continues to represent at all times not less than 10% (ten per cent) of the total issued share-capital of the Company.

The Company has an authorised capital of six million six hundred and sixty-seven thousand Euro (EUR 6,667,000) divided into six million (6,000,000) A Shares and six hundred and sixty seven thousand (667,000) B Shares (the “Authorised Share Capital”).

The terms "Share" and "Shares" shall, in these articles of incorporation (the “Articles”), unless otherwise explicitly or implicitly stated, include respectively the A Shares and the B Shares.

The term “Limited Shareholders” shall refer to the holders of the A Shares and the term “Unlimited Shareholder” shall refer to the holders of the B Shares. The term “Shareholders” shall refer collectively to the Unlimited Shareholder and the Limited Shareholders.

The Unlimited Shareholder is hereby authorised to issue further A Shares and B Shares so as to bring the total capital of the Company up to the total authorised share capital from time to time as it, in its discretion, may determine and to accept subscriptions for such Shares within a period of five (5) years as from the date of incorporation of the Company such as determined by article 32 (5) of the 1915 Law.

The period or extent of this authority may be extended by resolutions of the Shareholders in general meetings from time to time, in the manner required for amendment of these Articles.

The Unlimited Shareholder is authorised to determine the conditions attaching to any subscription for A Shares and B Shares from time to time.

The Unlimited Shareholder is authorised to issue such A Shares and B Shares under and during the period referred to above without the Shareholders having any preferential subscription rights.

When the Unlimited Shareholder effects an increase in capital pursuant to the provisions referred to above, it shall be obliged to take steps to amend this Article in order to record the change and the Unlimited Shareholder is authorised to take or to authorise the steps required for the execution and publication of such amendment in accordance with Luxembourg law.

The authorised or issued capital of the Company may be increased or reduced in compliance with the Luxembourg law.

The A Shares are reserved for subscription by Limited Shareholders qualifying as well informed investors (the “Well Informed Investors”) as defined in the prospectus of the Company as approved by the Commission de Surveillance du Secteur Financier and as may be amended from time to time (the “Prospectus”).

**Art. 6. Issue of shares.** The subscription price of the A Shares and the B Shares shall be paid in full on issue.

The Shareholders, may, from time to time, enter into an Investment and Shareholders’ Agreement (hereafter referred to as the “Shareholders’ Agreement”). Such Shareholders’ Agreement shall contain commitments by the Limited Shareholders to subscribe for additional A Shares.

Potential investors may commit to subscribe for A Shares at any time following the First Closing Date (as defined in the Prospectus) up to and until December 31, 2015 (the “Final Closing Date”). Any investor who will commit to subscribe for Shares during the period following the First Closing Date until the Final Closing Date is referred to as an “Additional Limited Shareholder”.

Additional Limited Shareholders shall undertake to subscribe for and pay up in full, on the date fixed by the Unlimited Shareholder for the capital increase and the issuance of Shares to such Additional Limited Shareholders, a percentage of their Committed Contribution equal to the percentage already drawn down as of that date with respect to the existing Limited Shareholders (except in case a different percentage results from the calculation/accrual of a portion of the first Management Fee). Until such time as this “equilibrium” is reached, an interest at a rate equal to EURIBOR:

(i) plus three per cent (3%), where the Additional Limited Shareholder invests in the Company, signing the deed of adherence of the Shareholders’ Agreement on or before November 15, 2015; or

(ii) plus seven per cent (7%), where the Additional Limited Shareholder invests in the Company, signing the deed of adherence of the Shareholders’ Agreement after November 15, 2015;

calculated on the Additional Limited Shareholders’ Draw Down Contribution until the percentage of the Additional Limited Shareholders’ Draw Down Contributions equates the percentage of the Draw Down Contributions of the existing Limited Shareholders, will be added to the Additional Limited Shareholders’ drawn down Committed Contribution in favour of the Company, it being understood that such interest shall be paid as a subscription surplus, which will be attributed to a free reserve account, for the exclusive benefit of the existing Limited Shareholders.

The proceeds of this free reserve shall be distributed to the existing Limited Shareholders by the Unlimited Shareholder in accordance with the terms set out in the Prospectus.

In addition, Additional Investors shall be required to pay a proportion of the Management Fee for the period between the First Closing Date and any date at which a subsequent closing occurs.

Should a Divestment (as defined below) occur prior to the Final Closing Date any Additional Limited Shareholder subscribing for Shares after the date of such Divestment may be requested by the Unlimited Shareholder to pay an additional subscription surplus as determined by the Unlimited Shareholder in accordance with the Auditors (as defined below) which will be attributed to a free reserve account of the Company.

Subsequent to the First Closing Date, upon the Unlimited Shareholder issuing a notice in writing to the Limited Shareholders (for the avoidance of doubt, the notice shall be issued to all Limited Shareholders existing as of the date of such notice and any investors intending to become Additional Limited Shareholders), which notice, if relating to a draw down necessary to implement an Investment (defined below), shall be accompanied by a summary information report describing the proposed Investment (the “Draw Down Notice”), the Limited Shareholders shall make payments in respect of their Committed Contributions, by crediting the account indicated in the Draw Down Notice in immediately available funds



within fifteen (15) calendar days from the issuance of such Draw Down Notice. The appropriate number of Shares will then be issued to each Investor.

The Unlimited Shareholder shall require sums to be subscribed for Shares at such time and in such amount (subject to a maximum aggregate payment by each Investor of the amount of its Committed Contributions) as it may determine, provided that (i) no single draw down may be requested for an amount, individually, in excess of twenty per cent 20% of the Committed Contributions of the relevant Limited Shareholder, unless a higher amount is requested by the Unlimited Shareholder and not opposed by the Advisory Committee, (ii) subject to the provisions above regarding Additional Limited Shareholders, that each Limited Shareholder can only be required to pay an amount which is in the same proportion as the amount of the Committed Contribution of such Limited Shareholder bears to the amount of the Total Committed Contribution, (iii) subject to the provisions above regarding Additional Limited Shareholders the subscription price per A Share and the subscription price per B Share shall be the same as the subscription price per A Share and B Share on the First Closing Date.

The Unlimited Shareholder may determine such further conditions applicable to the Draw Down Notice, as more particularly described in the Prospectus.

For the purpose of these Articles:

“Committed Contributions” shall mean in respect of each Limited Shareholder, the aggregate amount which the relevant Limited Shareholder has undertaken or will undertake to invest in the Company, as set out in the deed of adherence of the Shareholders’ Agreement executed by that Limited Shareholder.

“Total Committed Contributions” shall mean the sum of all Committed Contributions.

“Divestment” shall mean the transactions implemented by the Company in compliance with the decision adopted by the Unlimited Shareholder in order to sell, dismiss or transfer, in any manner whatsoever, the participation acquired in the target companies and/or any assets thereof; and

“Draw Down Contributions” shall mean the percentage of the Committed Contribution of an Investor paid to the Company pursuant to the Draw Down Notice at the relevant Closing.

**Art. 7. Default.** Failure to comply with requests from the Unlimited Shareholder to pay up in full any additional amount undertaken in the Committed Contributions shall be subject to the penalties stipulated in the Shareholders’ Agreement.

If a Limited Shareholder fails to pay to the Company the amount which is the subject of a Draw Down Notice issued in compliance with the terms of the Shareholders’ Agreement on or before the date of expiry of such Draw Down Notice, such Limited Shareholder shall pay interest to the Company on the amount outstanding from the date of the due payment up to the date of actual payment thereof at the annual rate equal to EURIBOR + five per cent (5%), it being understood that such interest shall be paid as a default penalty, which will be attributed to a free reserve account of the Company.

If the unpaid amount, plus interest accrued thereon, pursuant to the foregoing paragraph, is not paid within thirty (30) Business Days from the term specified in the Draw Down Notice, an event of default (an “Event of Default”) shall have occurred. In this case, the Unlimited Shareholder may cause the Shares of such Limited Shareholder to be forfeited and no further distributions by the Company (whether in cash or in kind) shall be made in respect of such Shares (except as provided hereinafter on termination of the Company). Such a Limited Shareholder shall be deemed to be a “Defaulting Limited Shareholder” and the effect of forfeiture shall be that the rights of such Defaulting Limited Shareholder shall be limited thereafter to payment in redemption of his A Shares at their issue price (including share premium) upon termination of the Company pursuant to Article 27. A Defaulting Limited Shareholder shall have no right to attend or vote at any meetings of the Shareholders, the Investors Committee or the Advisory Committee and shall have no right to receive any dividends or other distributions (save for the liquidating distribution on termination of the Company pursuant to Article 27). For the avoidance of doubt, without prejudice to any action for damages against any Defaulting Limited Shareholder by the Unlimited Shareholder or pursuant to applicable law, a Defaulting Limited Shareholder shall have no right to remedy the default, by payment or otherwise, nor shall a Defaulting Limited Shareholder have any right for the forfeiture of his Shares to be cancelled or revoked and the Unlimited Shareholder shall be entitled to request the other (non-defaulting) Limited Shareholders, to subscribe for additional A Shares, pro-rata, to their respective Committed Contributions to implement the relevant Investment or fulfill the obligations provided hereunder, up to the monetary amount defaulted by the Defaulting Limited Shareholder, within the limits of each Limited Shareholder’s Committed Contribution, as provided for in the Shareholders’ Agreement.

Without prejudice to any action for damages against any Defaulting Limited Shareholder by the Unlimited Shareholder or pursuant to applicable law, and notwithstanding the foregoing, if an Event of Default occurs the Unlimited Shareholder shall be entitled to exercise an option (the “Default Option”) to purchase (or to designate a third party purchaser, including a Limited Shareholder, hereinafter, the “Designated Entity”) the relevant Shares held in the Company by the Defaulting Limited Shareholder pursuant to the terms and conditions set forth below in this Article 7. For the avoidance of doubt, each Limited Shareholder hereby irrevocably grants to the Unlimited Shareholder or such other entity designated by such latter, an option to purchase his A Shares, in the event that such Limited Shareholder has become a Defaulting Limited Shareholder.

If the Unlimited Shareholder is entitled, and intends, to exercise the Default Option, then, subject to any applicable laws, the Unlimited Shareholder shall send a written communication to the Defaulting Limited Shareholder (“Notice of Default”) at any time within thirty (30) calendar days from the date of the Event of Default (as defined above). The Notice of Default

shall require the Defaulting Limited Shareholder to transfer and sell all his A Shares to the Designated Entity, it being understood that the right of first refusal in favor of the other Shareholders set forth in Article 10 shall apply mutatis mutandis. The relevant closing shall occur within thirty (30) calendar days from the receipt of the Notice of Default, upon which closing the Defaulting Limited Shareholder shall undertake any actions and execute all documents needed to transfer to and to register in the name of the Designated Entity all A Shares issued to, and registered in the name of, the Defaulting Limited Shareholder at such time. As consideration for the exercise of the Default Option, the Designated Entity, having acquired all of the Defaulting Limited Shareholder's A Shares shall pay to the Defaulting Limited Shareholder, upon the liquidation of the Company, a consideration equal to fifty percent (50%) of the net asset value of the A Shares so transferred; such net asset value will be determined at the time of the liquidation of the Company:

- (i) subject to, cash being available in the Company and, payment of all other liabilities of the Company, and also
- (ii) subject to such deduction as may be necessary to compensate the non-defaulting Limited Shareholders in respect of any additional liabilities (including tax).

Moreover, payment of the consideration shall be conditional upon the fact that the Designated Entity acquiring the A Shares has actually received, upon the liquidation of the Company, in respect of the A Shares so purchased, the total amount of the Committed Contribution actually paid by the Defaulting Limited Shareholder. It is understood that the Designated Entity shall replace the Defaulting Limited Shareholders in any and all obligations (including without limitation payments of outstanding Committed Contributions) provided hereunder including those which have led to the Event of Default.

For the purpose of these Articles "Defaulting Limited Shareholder(s)" shall mean (a) Limited Shareholder(s) who did not comply with requests from the Unlimited Shareholder to pay up in full any additional amount, plus interest accrued thereon, undertaken in the Committed Contributions within thirty (30) Business Days from the term specified in the Draw Down Notice and whose Shares have consequently been forfeited from any rights.

For the purpose of these Articles, "Business Day" shall mean any day, which is not a Saturday, Sunday or public holiday in Luxembourg.

**Art. 8. Liability of the holders of shares.** The Unlimited Shareholder, holding all of the B Shares, shall have unlimited liability for all the liabilities of the Company which cannot be met out of the assets of the Company.

The Limited Shareholders, holding only A Shares, shall refrain from acting on behalf of the Company in any manner or capacity other than by exercising their rights as Limited Shareholders in general meetings and shall have no personal obligation for the debts or liabilities of the Company and shall not be required to contribute to the assets of the Company on a winding up except for their liabilities under any Committed Contributions according to Article 27, Section D, provided that they do not act as manager or representative of the Company.

**Art. 9. Form of shares.** Shares will only be issued in registered form to Well Informed Investors upon acceptance of their subscriptions by the Unlimited Shareholder and subject to the receipt by the Company of payment in full in respect of such Shares and in compliance with the "Know Your Client" rules to which the domiciliation and central administration agent of the Company is subject.

Any Shareholder may, upon acceptance of the subscription and receipt of payment in respect of such Shares by the Company, be sent a confirmation of its shareholding, upon request.

All issued Shares shall be registered in the register of Shareholders (hereafter referred to as the "Register"), which shall be kept by the Unlimited Shareholder or by one or more persons designated for such purpose by the Unlimited Shareholder at the registered office of the Company and the Register shall contain the name of each Shareholder, his country of residence or elected domicile, address or registered office, the number and classes of Shares held by it and the subscription price for each such Share (including share premium, if any).

Every Shareholder must provide the Unlimited Shareholder with an address to which all notices and announcements from the Company may be sent. Such address will also be entered in the Register. If any Shareholder does not provide such address, the Unlimited Shareholder may permit a notice to this effect to be entered in the Register and the Shareholder's address will be deemed to be at the registered office of the Company or such other address as may be so entered by the Unlimited Shareholder from time to time, until another address shall be provided to the Unlimited Shareholder by such Shareholder.

Any Shareholder may, at any time, change its address as entered in the Register by means of a written notification to the Company at its registered office or to such other address as may be determined by the Unlimited Shareholder from time to time.

**Art. 10. Restrictions on transfer of shares.**

10.A. Every sale, assignment, transfer, pledge or in any other manner disposal, including by way of contribution, merger, spin-off, liquidation or dissolution (hereafter referred to as the "Transfer") by a Shareholder of its Shares shall be effected by written declaration of transfer to be inscribed in the Register, such declaration to be dated and signed by the transferor and the transferee, or by persons holding suitable powers of attorney to act therefor. The Company may accept, and inscribe into the Register, any transfer resulting from correspondence or other documents satisfactory to the Unlimited Shareholder establishing the agreement of the transferor and the transferee.

10.B. Shares may be transferred only subject to the following terms and conditions:

1. A Limited Shareholder (hereafter referred to as “the Selling Shareholder”) wishing to Transfer any or all of its Shares (hereafter referred to as “the Offered Shares”) to another Limited Shareholder or to a bona fide third party offeror (hereafter referred to as “the Offeror”) must give notice of such fact to the Unlimited Shareholder setting out the details of the Offered Shares (class, number, identity of the Offeror, conditions for payment and any other material conditions) and of the price per offered Share as offered by the Offeror; it being understood that such offer must be on terms that are final and binding on acceptance. The Unlimited Shareholder shall, within fifteen (15) calendar days of receipt of such notice, offer the Offered Shares to the other Limited Shareholders in proportion to their respective Committed Contributions. The Offered Shares shall be offered at a price per offered Share and on the same terms and conditions as offered by the Offeror (hereafter referred to as “the Agreed Terms”) and the offer shall be open for acceptance for such period as the Unlimited Shareholder shall reasonably determine, being not less than fifteen (15) calendar days and not more than sixty (60) calendar days from the notification by the Unlimited Shareholder (the “Offer Period”).

2. Any Limited Shareholder intending to accept such offer (each, an “Accepting Shareholder”) shall, before the end of the Offer Period, notify in writing its intention in this respect to the Unlimited Shareholder (with copy to the Selling Shareholder) and such notice shall oblige each Accepting Shareholder to purchase the Offered Shares at the Agreed Terms for their whole outstanding amount or, in case there is more than one Accepting Shareholder, pro rata on the basis of the ratio between (i) an Accepting Shareholder’s Committed Contributions and (ii) the aggregate amount of the Committed Contributions of all Accepting Shareholders.

3. The Unlimited Shareholder shall, at the end of the Offer Period, notify the Selling Shareholder of the number of the Shares purchased by each Accepting Shareholder in accordance with the ratio set out in 10.B.2 above. The Selling Shareholder shall, subject to Article 10.B.4, sell the Offered Shares to the Accepting Shareholders, that shall purchase them, by and no later than thirty (30) calendar days after the end of the Offer Period.

4. Any transfer of A Shares, whether to the other Limited Shareholders or to an Offeror, shall require the prior approval of the Unlimited Shareholder who may in its discretion and without assigning any reason therefor decline to approve or register such transfer provided that, if the Unlimited Shareholder refuses to approve or register such transfer, it shall procure within one (1) month from the date of such refusal that itself or some person nominated by it shall offer to acquire the Shares to which the transfer relates on the Agreed Terms or cause the Company to acquire such Shares on the Agreed Terms subject to the applicable provisions of Luxembourg law.

5. On any transfer of Shares, the Offeror shall enter into a deed of adherence agreeing to be a party to the Shareholders’ Agreement and to be bound by its terms and conditions as if it were the Selling Shareholder and shall undertake any and all outstanding obligations of the Selling Shareholder in respect of the Shares to be transferred. In particular, its Committed Contributions (under the deed of adherence) will be equal to that proportion of the Committed Contributions of the Selling Shareholder as the amount of the Offered Shares purchased by the transferee bears to the amount of the Shares held by the Selling Shareholder prior to such transfer. The Committed Contributions of the Selling Shareholder shall be decreased by the amount of the Committed Contributions assumed by the Offeror pursuant to this Article 10.B.5. On any transfer of Shares to a Limited Shareholder, the acquiring Limited Shareholders shall enter into an amendment agreement to the deed of adherence already entered into by it, to reflect the changes to its Committed Contributions. For the avoidance of doubt the Offeror shall be a Well Informed Investor and shall comply with all “Know Your Client” rules to which the domiciliation and central administrative agent of the Company is subject.

6. The provisions of Article 10.B. above - except as specified below - shall not apply in case of a transfer of Shares by a Limited Shareholder to an Affiliate (as defined below) of such Limited Shareholder. The Unlimited Shareholder shall have to verify the existence of such relationship between the Limited Shareholder intending to transfer the Shares and the proposed transferee.

The provisions of Article 10.B.5. above shall apply also in case of a transfer pursuant to the first paragraph of this Article 10.B.6..

For the purpose of these Articles, “Affiliate” shall mean (i) a company which, directly or indirectly controls, is controlled by, or is under common control of the relevant individual or corporation referred to in the context in which such term is used; (ii) the spouse, child or sibling of the relevant individual referred to in the context in which such term is used; (iii) the spouse, child or sibling of the individual that directly or indirectly controls the company referred to in the context in which such term is used; (iv) a company where the spouse, child or sibling of the individual referred to in the context in which such term is used directly or indirectly controls such company; (v) a company controlled by the spouse, child or sibling of the individual that controls the company referred to in the context in which such term is used; it being understood that “control” means the ownership of more than fifty per cent (50%) of the shares carrying voting rights of a company.

For the avoidance of doubt the Affiliate shall be a Well Informed Investor and shall comply with all “Know Your Client” rules to which the domiciliation and central administrative agent of the Company is subject.

7. In case a Limited Shareholder’s continued investment in the Company becomes illegal (for whatever reason), and this Limited Shareholder (which will be referred to in this case as an “Illegal Investor”) does not reach a binding agreement to transfer all its Shares to an Offeror within sixty (60) calendar days, the Unlimited Shareholder shall be entitled to exercise an option to purchase (or to designate a third party purchaser, including a Limited Shareholder) the relevant Shares held by the Illegal Investor pursuant to the following terms and conditions:

(v) the price per Share to be paid by the Unlimited Shareholder or by any entity designated by it shall at least equal the net asset value of such Shares to be determined by the Unlimited Shareholder or by the agent designated by the Unlimited Shareholder to calculate the net asset value, in accordance with these Articles; and

(vi) the provisions of Clause 10.B.5 shall be complied with.

**Art. 11. Further restriction on the shares.** The Limited Shareholders shall not permit the Shares to become subject to any liens, charges, security interests or encumbrances, except as set forth in these Articles.

**Art. 12. Redemption and conversion of shares.** The Company is a closed-ended company and thus unilateral redemption requests by the Shareholders may only be accepted by the Company in cases provided for by the present Articles.

The Company, however, may redeem Shares whenever the Unlimited Shareholder considers redemption to be in the best interests of the Company in accordance with the Prospectus. Any such redemption will be considered a distribution in the context of the determination of the rights of the holders of A Shares pursuant to the distribution policy as more particularly described in the Prospectus and the rules of Article 26 shall apply.

In addition thereto, the A Shares will be redeemed compulsorily if a Shareholder ceases to be or is found not to be a Well-Informed Investor.

The redemption price for Shares redeemed compulsorily shall be the Net Asset Value per Share of the relevant class determined in accordance with the provisions of Article 30 as at the Valuation Day specified by the Unlimited Shareholder in its discretion, less an amount equal to any expenses and charges attributable to the relevant class of Shares which will be incurred upon the disposal of the Company's investments as at the date of redemption in order to fund such a redemption.

The Company shall have the right, if the Unlimited Shareholder so determines and in accordance with the Prospectus to satisfy payment of the redemption price, by a contribution in kind by allocating to the Limited Shareholder investments from the portfolio of assets of the Company equal to the value of the Shares being redeemed. The nature and type of assets to be transferred in such case shall be determined on a fair and reasonable basis and without prejudicing the interests of the other Limited Shareholders of the Company and the valuation used shall be confirmed by a special report of the independent auditor of the Company.

Any Share redeemed by the Company may not be reissued and shall be cancelled in conformity with applicable law.

Conversion of Shares from one class into another is not permitted.

**Art. 13. Voting rights.** Each Share carries one (1) vote at all meetings of Shareholders.

All Shares will vote as one class provided that where a resolution at a general meeting of Shareholders is such as to change the rights attaching to a particular class of Shares, the resolution, in order to be valid, must fulfil the conditions as to attendance and majority set out in Article 16 in respect of such class.

**Art. 14. Meetings of the shareholders.** Any regularly constituted meeting of Shareholders shall represent the entire body of the Company's Shareholders. It shall have the power to order or ratify acts relating to the operations of the Company, provided that no resolution shall be validly passed unless favourably voted and duly approved by the Unlimited Shareholder except for resolutions in relation to the removal of the Unlimited Shareholder in accordance with Article 18.

**Art. 15. Time and venue of meetings.** The annual general meeting of Shareholders shall be held, in accordance with Luxembourg law, in Luxembourg at the registered office of the Company, or at such other place in Luxembourg as may be specified in the notice of meeting, on the first Thursday of the month of June at 2.00 p.m. and for the first time in 2014.

If such day is not a Business Day, the annual general meeting shall be held on the next following Business Day.

Other meetings of Shareholders may be held at such place and time as may be specified in the respective notice of meeting. The Unlimited Shareholder may, whenever it thinks fit, convene an extraordinary general meeting of Shareholders. The Unlimited Shareholder must convene an extraordinary general meeting upon the written request of Limited Shareholders holding not less than ten per cent (10%) of the nominal value of the issued capital.

**Art. 16. Conduct of meetings.** All general meetings shall be presided over by a representative of the Unlimited Shareholder except for in the case of conflict of interest. In the case of a conflict of interest at the level of the Unlimited Shareholder, the Limited Shareholders present or represented and voting at a general meeting shall, by simple majority, decide upon who should preside the meeting.

The quorum and vote required by law shall govern the general meetings of Shareholders of the Company, unless otherwise provided herein.

Except as required by law or as otherwise provided for in Article 28, resolutions at a meeting of Shareholders duly convened will be passed by a simple majority of those present and represented and voting, it being understood that any resolution shall validly be adopted only with the approval of the Unlimited Shareholder, except a resolution taken pursuant to Article 18.

Any decision (A) to modify (i) the Management Fee, (ii) the Distribution Policy; (iii) the Investment Policy (as each term is defined in the Prospectus) or (B) affecting the rights of the Shareholders shall be approved by the Limited Shareholders representing at least eighty (80%) of the total Committed Contributions and with the consent of the Unlimited Shareholder.

Any decision to give up the SICAR's status shall be taken at the unanimous consent of all the Shareholders.

The Unlimited Shareholder may determine all other conditions that must be fulfilled by Shareholders in order for them to take part in any meeting of Shareholders.

**Art. 17. Notice of meeting.** Shareholders will meet upon notice by the Unlimited Shareholder (whether the meeting is at the Unlimited Shareholder's or the Limited Shareholders' request). Such meeting shall be convened in accordance with applicable law.

**Art. 18. Management of the company.**

18.1 The Company shall be managed by the Unlimited Shareholder, a company organised under the laws of the Grand-Duchy of Luxembourg.

18.2 The Limited Shareholders holding at least seventy-five per cent (75%) of the Total Committed Contributions may, by resolution at a meeting convened and held in accordance with Articles 15 to 17 remove the Unlimited Shareholder without any cause. It being understood that such decision shall be taken without the consent of the Unlimited Shareholder and of the Limited Shareholders that are also shareholder of the Unlimited Shareholder, it being understood that the amount of their respective Committed Contributions shall not be taken into account for the calculation of the seventy-five per cent (75%) majority. Such removal without cause of the Unlimited Shareholder shall be without prejudice: to the right of the Unlimited Shareholder to receive compensation for the termination of its appointment in the amount of two (2) times the Management Fee (or drawings on account thereof) in respect of the Accounting Period (as defined in Article 25 below) immediately prior to the Accounting Period in which termination occurs; and to the right of the Unlimited Shareholder to receive compensation for the value attached to its B Shares as of the date of its removal.

18.3 The Unlimited Shareholder may be removed by the Limited Shareholders holding at least sixty-six per cent (66%) of the Total Committed Contributions in like manner at any time without compensation for termination of its office if such termination is as a result of the Unlimited Shareholder's, or the advisory companies' (appointed by the Unlimited Shareholder) fraud, gross negligence, willful misconduct, bad faith or reckless disregard of their obligations and duties arising under the advisory agreements that may be entered by the Unlimited Shareholder and the relevant advisory company from time to time as well as in case of liquidation of the Unlimited Shareholder or illegality of the Unlimited Shareholder's continued investment in, or management of, the Company. It being understood that such decision shall be taken without the consent of the Unlimited Shareholder and of the Limited Shareholders also shareholder of the Unlimited Shareholder and as such, their respective Committed Contributions in the Company shall not be taken into account for the calculation of the sixty-six per cent (66%) majority.

18.4 In case of removal in accordance with Article 18.2 or 18.3, the Unlimited Shareholder shall also procure that all B Shares held by it at the time it is removed from office are forthwith transferred to any successor unlimited shareholder that may be appointed to manage the Company in accordance with applicable law and shall sign all acts, contracts and deeds and in general do all things that may be necessary to implement such transfer.

18.5 Should the Unlimited Shareholder transfer all of its B Shares, pursuant to Article 18.4, the Limited Shareholders shall procure that a successor unlimited shareholder (including themselves if they so wish, in which case they will no longer be considered as Limited Shareholders but as unlimited shareholders) acquires the B Shares to which the transfer relates at the Removal Agreed Terms (as defined below), by providing to the Unlimited Shareholder a binding agreement pursuant to which such third purchaser (i.e., Limited Shareholder(s) or Offeror) undertakes to purchase and pay the Shares at the Removal Agreed Terms.

18.7 In any case, any transfer of B Shares shall be conditional upon the successor unlimited shareholder (i) accepting to be appointed as Unlimited Shareholder and signing and executing all agreements, acts and deed to which the Unlimited Shareholder is a party, including, without limitation, the agreement between the Unlimited Shareholder and the Company (the "Management Agreement"), and (ii) being approved by the Luxembourg authority for supervision of the financial sector.

18.8 The "Removal Agreed Terms" in case of removal of the Unlimited Shareholder pursuant to Article 18.2, shall be the fair value of the B Shares calculated by the Auditors also taking into consideration the value of the carried interest matured and attached to the B Shares as of the date of the general meeting approving the removal of the Unlimited Shareholder. In case of removal of the Unlimited Shareholder pursuant to Article 18.3, the Removal Agreed Terms shall be the nominal value of the B Shares.

18.9 The Unlimited Shareholder undertakes not to resign from its capacity as Unlimited Shareholder of the Company, except in the event the Unlimited Shareholder's continued investment in or management of the Company becomes illegal for whatever reason.

**Art. 19. Powers of the unlimited shareholder.** The Unlimited Shareholder shall have exclusive responsibility for the management of the business and affairs of the Company and shall have the power and authority to do all things necessary to carry out the purposes of the Company and shall devote as much of its time and attention thereto as shall reasonably be required for the management of the business and affairs of the Company and shall carry on and manage the same with the assistance from time to time of such agents, assistants or other employees of the Company as it shall deem necessary.

In particular, the Unlimited Shareholder shall be entitled to divest the Company's portfolio, as its sole discretion, in the manner as described in the Prospectus.

The Limited Shareholders shall take no part in the management of the business and affairs of the Company and shall have no right or authority to act for the Company or to take any part in, or in any way to interfere in, the conduct or management of the Company other than exercising their voting rights as Limited Shareholders or members of the Advisory Committee, as the case may be. In particular, under no circumstances, shall the Limited Shareholders resolve, approve or veto single Investments of the Company, which shall fall solely within the ambit of the Unlimited Shareholder's responsibility.

**Art. 20. The unlimited shareholder's interest in transactions of the company - Exclusivity.** The functions and duties which the Unlimited Shareholder undertakes on behalf of the Company shall be exclusive and the Unlimited Shareholder may not perform similar functions and duties for others provided that the Unlimited Shareholder shall be entitled to launch any additional private equity fund (i.e. an additional vehicle, separate from the Company) having an investment policy substantially similar to that of the Company, once the total cumulative amount of the drawn down Committed Contributions has reached at least seventy per cent (70%) of the Total Committed Contributions and/or once the Investment Period has expired.

**Art. 21. Remuneration of the unlimited shareholder.** In consideration of the services that the Unlimited Shareholder will provide to the Company, the Company shall pay to the Unlimited Shareholder, a yearly management fee calculated in accordance with the Management Agreement, as same may be amended from time to time and the Prospectus (hereafter referred to as the "Management Fee").

**Art. 22. Signatories.** Vis-à-Vis third parties the Company will be bound by the sole signature of the Unlimited Shareholder or by such individual or joint signature(s), as the Unlimited Shareholder shall determine, of such other persons to whom authority may have been delegated by the Unlimited Shareholder.

**Art. 23. Advisory committee.**

23.1 The Unlimited Shareholder, in carrying out its management functions, shall be advised by an Advisory Committee to be composed of up to ten (10) members having a consultative function only.

The Unlimited Shareholder shall appoint all members of the Advisory Committee, the majority of which shall be representative of the Limited Shareholders and shall have experience and competence in the economic and financial sectors, in accordance with these Articles and the Shareholders' Agreement. The chairman of the Advisory Committee (appointed by the members of the Advisory Committee at their first meeting) and the Unlimited Shareholder shall have the right to convene the meetings as set forth herein below in Article 23.8, as well as to participate in all meetings providing any necessary clarifications or explanations to the members of the Advisory Committee. It is further provided that any member of the Advisory Committee, holding the office of director of the Unlimited Shareholder shall have no voting rights in any resolution whatsoever of the Advisory Committee and shall not be taken into account for the determination of the relevant voting quorum.

23.2 Each member of the Advisory Committee shall remain in office for a term of two (2) years unless ceased for voluntary resignation dismissal (with or without cause) or death.

23.3 Any member of the Advisory Committee which has been appointed upon designation of a Limited Shareholder that has become a Defaulting Limited Shareholder, shall forthwith cease his or her office as member of the Advisory Committee.

If any of the members of the Advisory Committee ceases his/her office, for any reason whatsoever, such member shall be promptly replaced by a member designated in compliance with Article 23.1 above.

23.4 The Advisory Committee will be consulted in relation to the evaluation and the analysis of the business segments and the companies in which the Company invests and their growth expectation. In particular, the Advisory Committee shall have the power to, inter alia,

(i) evaluate and express opinions, suggestions and proposals on the strategy and policy of the Unlimited Shareholder in connection with the implementation of Investments and Divestments, and

(ii) evaluate and express opinions, suggestions and proposals on the economic macro-trends at a worldwide level, which may affect the strategy of the Unlimited Shareholder.

The Advisory Committee is an advisory organ and is not in any way responsible for the management of the Company or any decision making relating thereto.

For the purposes of these Articles "Investments" shall mean the transactions implemented or to be implemented by the Company, in compliance with the decisions resolved by the Unlimited Shareholder, in order to acquire - in any manner whatsoever including without limitation, acquisition of stakes, acquisition of assets or going concerns, subscription of capital increase - a participation in any corporation, partnership or entity in any whatsoever form (i.e. a target company), or any assets thereof, in compliance with the investment policy set out in the Shareholders' Agreement and in compliance with the SICAR Law and "Investment" shall be construed accordingly.

23.5 The members of the Advisory Committee shall perform all duties as indicated herein and shall not be entitled to receive any remuneration for their activity from the Company. Although the Advisory Committee will not be remunerated, the Unlimited Shareholder shall reimburse all reasonable out of pocket expenses incurred by the Advisory Committee in the performance of its activities, and the costs of any meeting of the Advisory Committee.

23.6 No member of the Advisory Committee shall be liable to any Shareholder for any action taken or omitted to be taken in good faith by him/her in connection with his/her participation in the Advisory Committee.

23.7 The Advisory Committee shall meet at least once a year and on an ad hoc basis at any time if:

- (i) it is necessary to resolve upon the matters set forth under Article 23.4 hereof;
- (ii) the chairman deems the meeting necessary or opportune for any activity of the Company;
- (iii) at any time it is required by at least three (3) members of the Advisory Committee; and/or
- (iv) it is so required by the Unlimited Shareholder.

For this purpose, the chairman shall send a notice of call, by fax or registered letter, to all the other members of the Advisory Committee, at least fifteen (15) calendar days, or, in case of urgency, at least five (5) Business Days, prior to the date of the meeting, indicating the place and time of the meeting and the agenda thereof.

The Unlimited Shareholder may attend any meeting of the Advisory Committee as an observer.

23.8 The meetings of the Advisory Committee shall be held in Europe or in the People's Republic of China at the place and time, as specifically indicated in the notice of call. The meetings of the Advisory Committee may be held also by conference call or by videoconference or as set forth in the present Articles. In cases of urgency, resolutions approved and signed by all members of the Advisory Committee shall have the same effect as resolutions voted at a meeting of the Advisory Committee.

23.9 The Advisory Committee shall adopt any resolutions with the favourable vote of the majority of the members of the Advisory Committee in attendance (counted by head) at the relevant meeting, other than, in accordance with Article 23.1 above, members holding the office of director of the Unlimited Shareholder, provided however that at least one of the favourable votes belongs to a member appointed upon designation of the Limited Shareholders. No quorum is required for the validity of the meeting.

#### **Art. 24. Investment committee.**

24.1 The Unlimited Shareholder, in carrying out its management functions, will be assisted by an investment committee (the "Investment Committee") to be constituted in accordance with the Prospectus and the Shareholders' Agreement.

24.2 The Unlimited Shareholder will form the Investment Committee and appoint its members in accordance with section E below.

24.3 The Investment Committee shall review and evaluate Investments, make recommendations with respect to the Investments or Divestments (including secondary market dispositions), monitor Investments on an ongoing basis and provide advice to the Unlimited Shareholder, it being understood that the Investment Committee is an advisory organ and is not in any way responsible for the management of the Company or any decision making relating thereto. In particular, the Investment Committee shall:

- (i) review and evaluate the assets acquired through each Investment and the price paid for them;
  - (ii) review and evaluate the way in which each Investment is structured;
  - (iii) review and evaluate the amount and type of financing the Company obtains in connection with each Investment;
- and
- (iv) ensure that the anticipated return from each Investment is consistent with achievement of the return targeted.

24.4 All decisions on Investments are subject to the due diligence of the Investment Committee without prejudice to applicable law.

24.5 The Investment Committee shall be initially composed of four (4) members as set out in the Prospectus and the Shareholders' Agreement.

24.6 The members of the Investment Committee shall establish and agree on rules of procedure in order to perform all duties as indicated herein.

24.7 Each decision of the Investment Committee shall be taken at the majority of the votes, provided that the number of votes in favour shall exceed the number of votes against with at least two (2) votes.

#### **Art. 25. The investors committee.**

(A) The Unlimited Shareholder shall establish an Investors Committee for the Company consisting of members, not affiliated with the Unlimited Shareholder and selected from persons designated by the Investors in accordance with the Shareholders' Agreement who shall be formally appointed by the Unlimited Shareholder.

(B) The Investors Committee will be composed by, at least four (4) members and shall have the duty and the power to, inter alia, veto (i) any Investment which requires the use of the Draw Down Contributions in an amount exceeding 20% of the Total Committed Contributions; (ii) any request of drawdowns at a particular time in excess of 40% of the Committed Contribution of the Investors; (iii) any transaction with related parties; and (iv) any Investment implying a conflict of interest.

(C) The Investors Committee shall not be remunerated. However, the Company shall reimburse all reasonable out of pocket expenses incurred by the Investors Committee in the performance of its activities. In addition the costs of any meeting of the Investors Committee shall be borne by the Company, with the prior approval of the Unlimited Shareholder.

(D) The Investors Committee shall meet at least once a year and on an ad hoc basis:

- (i) at any time as may be necessary to resolve upon the matters set forth in Article 25(B);
- (ii) at any time the chairman (who shall be appointed by the members of the Investors Committee at its first meeting) deems the meeting necessary or appropriate for any activity of the Company;
- (iii) at any time it is required by at least three (3) members of the Investors Committee; and/or
- (iv) if so required by the Unlimited Shareholder.

For this purpose, at least fifteen (15) calendar days, or, in case of urgency, at least five (5) Business Days, prior to the date of the meeting, the chairman of the Investors Committee shall send a convening notice by fax or registered letter, specifying the time, place and venue of the meeting and the agenda thereof, to all the members of the Investors Committee.

(E) The meetings of the Investors Committee shall be held in Europe or in the People's Republic of China, as specified in the notice of call. The meeting of the Investors Committee may be held also by conference call, or by videoconference or as set forth in the Articles. In cases of urgency resolutions approved and signed by all members of the Investors Committee shall have the same effect as resolutions voted at a meeting of the Investors Committee.

(F) All resolutions of the Investors Committee shall be taken with the favourable vote of the majority of the members in attendance (counted by head), except for the votes of any member that is also a member of the board of directors of the Unlimited Shareholder that shall not be taken into account. No attendance quorum is required for the validity of the meeting.

**Art. 26. Accounting year, Accounts.** Each accounting period (hereafter referred to as the "Accounting Period") of the Company shall begin on the first of January of each year and shall terminate on (and including) the thirty-first of December of the same year, with the exception of the first accounting year which shall begin on the date of incorporation of the Company and shall end on (and including) 31<sup>st</sup> December 2013.

The Unlimited Shareholder shall prepare, or shall procure some duly qualified firm or person to prepare, the financial statements of the Company in respect of each Accounting Period in accordance with generally accepted accounting principles and the provisions of Luxembourg law, including a balance sheet and profit and loss account. The accounts shall be denominated in Euro. The accounts will be audited by a firm of authorised auditors (réviseur d'entreprises agréé) (hereafter referred to as "the Auditor(s)") appointed by the general meeting of Shareholders. A set of the audited accounts including the report of the Auditors shall be furnished to each Shareholder at least fifteen (15) calendar days prior to the annual general meeting of the Company.

Within one hundred and twenty (120) calendar days of the end of each Accounting Period and of the end of each semester ending on 30<sup>th</sup> June, the Unlimited Shareholder shall prepare, or procure to be prepared, and send, or procure that there is sent, to each Shareholder a report comprising a statement of the Investments and other property and assets of the Company forming part of the Company's assets as at the end of such period and details of the Investments purchased and of the Investments sold and otherwise disposed of during the relevant period. The report relating to the end of each Accounting Period shall be audited by the Auditor(s) and shall be published in accordance with Luxembourg law, within six (6) months of the end of the Accounting Period.

Shareholders shall be informed, at least once every six (6) months, of the Net Asset Value (as defined in Article 29) of their Shares, calculated in accordance with these Articles.

**Art. 27. Payment of dividends - Distributions.** The right to dividends or distribution with respect to each class of Shares as well as the payment of interim dividends are determined by the Unlimited Shareholder and further described in the Prospectus. The Unlimited Shareholder may pay dividends or distributions in cash or in kind in accordance with the provisions of the Prospectus. Payments of dividends or distributions may not cause the net assets of the Company to fall below the minimum capital requirements as determined by the SICAR Law.

**Art. 28. Termination and liquidation.**

28.1 The Company shall cease to carry on business on the tenth anniversary of its date of incorporation subject to such extension(s) for a period or consecutive periods not exceeding in the aggregate two (2) years as provided in Article 2 and shall be wound up as soon as practicable thereafter.

The Company may also cease to carry on business and be wound up as soon as practicable thereafter prior to the tenth anniversary of its date of incorporation upon a resolution of the Shareholders agreeing to the winding up of the Company passed with the favourable vote of the Unlimited Shareholder and subject to the quorum and majority requirements necessary for an amendment to these Articles.

The Company will be wound up upon the happening of any of the following events:

(i) the removal of the Unlimited Shareholder in its capacity as the managing general partner (associé-commandité-gérant) of the Company pursuant to Luxembourg law and/or these Articles, unless it is replaced by another successor unlimited shareholder at a Shareholders' meeting; or

(ii) at any time at the discretion of the Unlimited Shareholder and upon proposal by the Unlimited Shareholder to the general meeting of Shareholders, giving due consideration to the performance of the Company's Investments following the end of the Investment Period.

For the purposes of these Articles "Investment Period" shall mean the period commencing on the First Closing Date and ending on December 31, 2019, during which the Investments will be implemented. The Investment Period can be



extended by the Unlimited Shareholder for up to two (2) additional years, i.e. until December 31, 2021, with the consent of the Limited Shareholders, holding among them at least seventy per cent (70%) of Total Committed Contributions.

28.2 In the event of a winding up of the Company, liquidation shall be carried out by one or several liquidators, approved by the Luxembourg authority for supervision of the financial sector, (who may be physical persons or legal entities) appointed by the meeting of Shareholders approving such winding up in accordance with Luxembourg law. Such meeting shall determine their powers and their remuneration.

28.3 (1) The net proceeds of liquidation (whether consisting of cash or of any assets) shall be distributed by the liquidators in accordance with the rules set forth in the Prospectus.

28.3 (2) Upon winding-up of the Company, the liquidators named by the meeting of Shareholders shall be entitled to make distribution of assets in kind subject to the relevant provisions of Luxembourg law.

28.4 In the event of insolvency of the Company, the liability of the Limited Shareholders shall be limited to the winding up or liquidation amount not yet paid in of the Shares subject to the terms of the subsequent paragraph.

In the event that the Company is unable to pay all of its debts, liabilities or obligations on its winding up or liquidation, each Limited Shareholder shall, upon the Unlimited Shareholder's written request, be required to subscribe for and pay up those Shares forming that part of its Committed Contributions which it has not, at that date, already subscribed. Each Limited Shareholder undertakes to make such subscriptions and relevant payments as requested by the Unlimited Shareholder.

**Art. 29. Amendment of the articles.** These Articles may be amended from time to time, upon approval of the Unlimited Shareholder, by a resolution of the Shareholders taken in a general meeting, subject to the following quorum and voting requirements.

The meeting may validly deliberate only if Shareholders holding at least fifty per cent (50%) in nominal value of the issued capital are present, either in person or by proxy, and if the agenda indicates the proposed amendments to the Articles as well as, if applicable, the text of the amendments relating to the object or the form of the Company. If the quorum requirement is not fulfilled, a second meeting may be convened, in accordance with applicable law. Any convening notice shall reproduce the agenda and indicate the date and the result of the preceding meeting. The second meeting may validly deliberate, irrespective of the portion of the share capital represented. In both meetings, resolutions must be approved by at least eighty per cent (80%) of the votes expressed. Votes "expressed" does not include votes attached to Shares for which the Shareholder did not participate in the vote or abstained or for which there was a blank or null vote which are not taken into account for computation of the eighty per cent (80%) majority.

**Art. 30. Calculation of the net asset value.** The net asset value (the "Net Asset Value") of each class of Shares of the Company is the amount estimated as being attributable to the Shareholders on the basis of the current value of the underlying Investments and other assets and liabilities of the Company.

The Net Asset Value will be determined, under the responsibility of the Unlimited Shareholder, in the Company's reference currency (as determined in the Prospectus) at least, on a semi-annual basis as at June 30<sup>th</sup> and December 31<sup>st</sup> (each a "Valuation Day").

The Company or any delegated service provider will compute the Net Asset Value per Class as follows: each Class participates in the Company proportionally to the portfolio and distribution entitlements attributable to that Class. The value of the gross assets attributable to a particular Class on a given Valuation Day reduced by the liabilities of the Company attributable to that Class on that Valuation Day represents the Net Asset Value attributable to that Class on that Valuation Day.

The Net Asset Value per Share of that Class on a Valuation Day equals the total Net Asset Value of that Class on that Valuation Day divided by the total number of Shares of that Class then outstanding on that Valuation Day.

The value of the net assets of the Company is equal to the difference between the value of its gross assets and its liabilities.

The value of the assets of the Company shall be determined as follows:

(i) the value of any cash on hand or on deposit, bills and demand notes and accounts receivable, prepaid expenses, cash dividends and interest declared or accrued as aforesaid, and not yet received shall be deemed to be the full amount thereof, unless it is unlikely to be received in which case the value thereof shall be arrived at after making such discount as the Unlimited Shareholder may consider appropriate in such case to reflect the fair value thereof;

(ii) any transferable security and any money market instrument negotiated or listed on a stock exchange or any other organised market shall be valued on the basis of the last known price, unless such price is not representative, in which case the value of such asset shall be determined, in accordance with the Valuation Guidelines for Private Equity and Venture Capital established by the European Venture Capital Association (EVCA), on the basis of its fair value estimated by the Unlimited Shareholder with prudence and good faith;

(iii) un-listed securities or securities not negotiated on a regulated market shall be evaluated on the basis of the fair value. The fair value, for unlisted securities or securities not negotiated on a regulated market shall be determined according to the Valuation Guidelines for Private Equity and Venture Capital" established by EVCA. In particular, upon Investment, assets shall be valued at their acquisition cost (i.e. purchase price plus other acquisition cost). Following a limited period

of time from the date of the Investment (at least equal to one year), Investments shall be valued, under certain conditions, considering also the following criteria:

- i. Price of recent investments: where there has been any recent investment in the portfolio entity, the price of that investment will provide a basis of the valuation exercise;
- ii. Evaluation based on entity values: whereby the value of an entity is made on the present value of certain expected items, including but not limited to, cash flows, earnings before or after taxes and operating income;
- iii. Multiples: the application of earnings multiples deducted by comparable target companies to the earnings of the entity being valued in order to derive an entity value, including, but not limited to, the price/earnings (P/E) multiple, the Enterprise Value/earnings before interest and tax (EV/EBIT) multiple and depreciation and amortisation (EV/EBITDA);
- iv. Discounted cash flow models.

(iv) the value of any other assets of the Company shall be determined on the basis of the acquisition price thereof including all costs, fees and expenses connected with such acquisition or, if such acquisition price is not representative, on the fair value thereof determined prudently and in good faith and in accordance with the Luxembourg General Accepted Accounting Principles (“Lux GAAP”).

In the event it is impossible or inadequate to carry out a valuation in accordance with the above rules owing to extraordinary circumstances or events, the Unlimited Shareholder, exercising prudence and acting in good faith, is entitled to use other generally recognised valuation principles in order to reach what it believes to be a fair evaluation in the circumstances and in accordance with the Lux GAAP.

The Net Asset Value per each Class as of any Valuation Day shall be made available to the holders of A Shares at the registered office of the Company as soon as reasonably practicable after the relevant Valuation Day.

**Art. 31. Suspension of the net asset value.** The Unlimited Shareholder may temporarily suspend the calculation of the Net Asset Value of each class of Shares in exceptional cases where circumstances so require and provided the suspension is justified having regard to the interests of the Shareholders. In particular, the Unlimited Shareholder may suspend the determination of the Net Asset Value during:

- i) any period, other than ordinary holiday or customary closings, when any market or stock exchange is closed, or when transactions are suspended, submitted to restrictions or are subject to significant short term fluctuations and such is the main market or stock exchange for a significant part of the Company’s assets;
- ii) any period when an emergency exists, such as a political, economic, military, financial, social emergency or a strike or an event of force majeure beyond the control or responsibility of the Unlimited Shareholder, as a result of which it is impossible to dispose of investments which constitute a substantial portion of the assets of the Company; and
- iii) any period when remittance of monies which will or may be involved in the realisation of or in the payment for any investments on behalf of the Company cannot, in the opinion of the Unlimited Shareholder, be carried out at the normal rates of exchange.

It is prohibited to issue or redeem Shares during the suspension period.

Notice of any suspension will be given by the Unlimited Shareholder to the Limited Shareholders.

**Art. 32. Custodian.** The Company will enter into a custodian agreement with a Luxembourg bank (the “Custodian”), which meets the requirements of the SICAR Law.

The Company’s securities, cash and other permitted assets will be held in custody by or in the name of the Custodian, which will fulfil the obligations and duties provided for by the SICAR Law.

If the Custodian desires to withdraw, the Unlimited Shareholder shall use its best efforts to find a successor Custodian within two (2) months of the effectiveness of such withdrawal. Until the Custodian is replaced, which must happen within such period of two months, the Custodian shall take all necessary steps for the good preservation of the interests of the Shareholders.

The Unlimited Shareholder may terminate the appointment of the Custodian but shall not remove the Custodian unless and until a successor Custodian shall have been appointed to act in the place thereof.

The duties of the Custodian shall respectively cease:

- (i) in the case of voluntary withdrawal of the Custodian or of its removal by the Company subject to requirement that the Custodian be replaced in accordance with this Article 30;
- (ii) where the Custodian or the Company have been declared bankrupt, have entered into a composition with creditors, have obtained a suspension of payment, have been put under court controlled management or have been the subject of a similar proceeding or have been put into liquidation; or
- (iii) where the Luxembourg authority for supervision of the financial sector withdraws its authorisation of the Company or the Custodian.

**Art. 33. Notices.** Notices which may be or are required to be given hereunder shall be in writing and delivered or sent by facsimile, or by accepted email (except for notices of the Shareholders’ Meeting), to the relevant party at the address which may be given in the Shareholders’ Agreement, deed of adherence or such other address as may be designated by any other Shareholder by notice addressed to the Company.

Any such notice shall be deemed to have been served as follows:

(i) in the case of delivery, on delivery if delivered between 9.00 a.m. and 5.00 p.m. on a Business Day and, if delivered outside such hours, at the time when such hours re-commence on the next following Business Day;

(ii) in the case of facsimile transmission, on the day it is transmitted, provided that

if that day is not a business day or, being a Business Day, transmission takes place after 5.00. p.m., then at 9.00 a.m. on the next following Business Day.

In proving such service it shall be sufficient to prove that the notice was properly addressed and left at or sent by facsimile transmission to, the place to which it was so addressed.

**Art. 34. Applicable law.** All matters not governed by these Articles shall be determined in accordance with the 1915 Law and the SICAR Law.

There being no further item on the agenda, the Meeting was closed.

#### *Expenses*

The costs, expenses, remuneration or charges in any form whatsoever which shall be borne by the Company as a result of the present deed are estimated at EUR 2,800.-.

The undersigned notary, who understands and speaks English, herewith states that at the request of the parties hereto, these minutes are drafted only in English.

Whereof the present deed was drawn up in Luxembourg on the date named at the beginning of this document.

The document having been read in English to the persons appearing, all of whom are known to the notary by their surnames, Christian names, civil status and residences, they signed together with us, the notary, the present original deed, no shareholder expressing the wish to sign.

Signé: F. MOGLIA, E. GUARALDI, C. DELVAUX.

Enregistré à Luxembourg Actes Civils 1, le 11 mars 2016. Relation: 1LAC/2016/8310. Reçu soixante-quinze euros 75,00 €

*Le Receveur (signé):* P. MOLLING.

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

Luxembourg, le 07 avril 2016.

Me Cosita DELVAUX.

Référence de publication: 2016090246/949.

(160058661) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 avril 2016.

#### **NSIG Europe Holding S.à r.l., Société à responsabilité limitée.**

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

R.C.S. Luxembourg B 205.056.

#### — STATUTES

In the year two thousand and sixteen, on the twenty-third of March.

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

#### THERE APPEARED:

National Silicon Industry Group, a limited liability company incorporated and existing under the laws of the Popular Republic of China, registered with Market Supervision Administration of Shanghai Jiading Muncile Government under number 91310114MA1GT35K5B, having its registered office at Building 3, NO.755 Xingbang Rd., Shanghai, P.R.China,

here represented by Mrs Xiaoshu Tang, lawyer, professionally residing in Luxembourg,

by virtue of a proxy under private seal given in Luxembourg, on 23 March 2016.

The said proxy, initialled ne varietur by the proxyholder of the appearing party and the notary, shall remain annexed to this deed to be filed at the same time with the registration authorities.

Such appearing party has requested the officiating notary to enact the deed of incorporation of a private limited company (société à responsabilité limitée) which it wishes to incorporate with the following articles of association:

#### **A. Name - Purpose - Duration - Registered office**

**Art. 1. Name - Legal Form.** There exists a private limited company (société à responsabilité limitée) under the name “NSIG Europe Holding S.à r.l.” (hereinafter the “Company”) which shall be governed by the law of 10 August 1915 concerning commercial companies, as amended (the “Law”), as well as by the present articles of association.

**Art. 2. Purpose.**

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

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

2.3 The Company may, except by way of public offering, raise funds especially through borrowing in any form or by issuing any kind of notes, securities or debt instruments, bonds and debentures and generally issue securities of any type.

2.4 The Company may also act as a partner/shareholder with unlimited or limited liability for the debts and obligations of any Luxembourg or foreign entity.

2.5 The purpose of the Company is also (i) the acquisition by purchase, registration or in any other manner as well as the transfer by sale, exchange or otherwise of intellectual and industrial property rights, (ii) the granting of license on such intellectual and industrial property rights, and (iii) the holding and the management of intellectual and industrial property rights..

2.6 The Company may carry out any commercial, financial, real estate or intellectual property activities which it considers useful for the accomplishment of these purposes.

**Art. 3. Duration.**

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

3.2 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 of association.

**Art. 4. Registered office.**

4.1 The registered office of the Company is established in the city of Luxembourg, Grand Duchy of Luxembourg.

4.2 Within the same municipality, the registered office may be transferred by means of a decision of the board of managers. It may be transferred to any other municipality in the Grand Duchy of Luxembourg by means of a resolution of the general meeting of shareholders, adopted in the manner required for an amendment of these articles of association.

4.3 Branches or other offices may be established either in the Grand Duchy of Luxembourg or abroad by a resolution of the board of managers.

4.4 In the event that the board of managers determines that extraordinary political, economic or social circumstances or natural disasters have occurred or are imminent that would interfere with the normal activities of the Company at its registered office, the registered office may be temporarily transferred abroad until the complete cessation of these extraordinary circumstances; such temporary measures shall not affect the nationality of the Company which, notwithstanding the temporary transfer of its registered office, shall remain a Luxembourg company.

**B. Share capital - Shares****Art. 5. Share Capital.**

5.1 The Company's share capital is set at twelve thousand five hundred euro (EUR 12,500), represented by twelve thousand five hundred (12,500) shares with a nominal value of one euro (EUR 1) each.

5.2 The Company's share capital may be increased or reduced by a resolution of the general meeting of shareholders adopted in the manner required for an amendment of these articles of association.

5.3 The Company may repurchase its own shares.

**Art. 6. Shares.**

6.1 The Company's share capital is divided into shares, each of them having the same nominal value.

6.2 The shares of the Company are in registered form.

6.3 The Company may have one or several shareholders.

6.4 Death, suspension of civil rights, dissolution, bankruptcy or insolvency or any other similar event regarding any of the shareholders shall not cause the dissolution of the Company.

**Art. 7. Register of shares - Transfer of shares.**

7.1 A register of shares shall be kept at the registered office of the Company, where it shall be available for inspection by any shareholder. This register shall contain all the information required by the Law. Certificates of such registration may be issued upon request and at the expense of the relevant shareholder.

7.2 The Company will recognise only one holder per share. In case a share is owned by several persons, they shall appoint a single representative who shall represent them towards the Company. The Company has the right to suspend the exercise of all rights attached to that share until such representative has been appointed.

7.3 The shares are freely transferable among shareholders.

7.4 Inter vivos, the shares may only be transferred to new shareholders subject to the approval of such transfer given by the shareholders at a majority of three quarters of the share capital.

7.5 Any transfer of shares shall become effective towards the Company and third parties through the notification of the transfer to, or upon the acceptance of the transfer by the Company in accordance with article 1690 of the Civil Code.

7.6 In the event of death, the shares of the deceased shareholder may only be transferred to new shareholders subject to the approval of such transfer given by the surviving shareholders representing three quarters of the rights owned by the surviving shareholders. Such approval is, however, not required in case the shares are transferred either to parents, descendants or the surviving spouse or any other legal heir of the deceased shareholder.

### **C. Decisions of the shareholders**

#### **Art. 8. Collective decisions of the shareholders.**

8.1 The general meeting of shareholders is vested with the powers expressly reserved to it by law and by these articles of association.

8.2 Each shareholder may participate in collective decisions irrespective of the number of shares which he owns.

8.3 In case and as long as the Company has not more than twenty-five (25) shareholders, collective decisions otherwise conferred on the general meeting of shareholders may be validly taken by means of written resolutions. In such case, each shareholder shall receive the text of the resolutions or decisions to be taken expressly worded and shall cast his vote in writing.

8.4 In the case of a sole shareholder, such shareholder shall exercise the powers granted to the general meeting of shareholders under the provisions of section XII of the Law and by these articles of association. In such case, any reference made herein to the “general meeting of shareholders” shall be construed as a reference to the sole shareholder, depending on the context and as applicable, and powers conferred upon the general meeting of shareholders shall be exercised by the sole shareholder.

**Art. 9. General meetings of shareholders.** In case the Company has more than twenty-five (25) shareholders, at least one general meeting of shareholders shall be held within six (6) months of the end of each financial year in Luxembourg at the registered office of the Company or at such other place as may be specified in the convening notice of such meeting. Other meetings of shareholders may be held at such place and time as may be specified in the respective convening notices of meeting. If all of the shareholders are present or represented at a general meeting of shareholders and have waived any convening requirement, the meeting may be held without prior notice or publication.

#### **Art. 10. Quorum and vote.**

10.1 Each shareholder is entitled to as many votes as he holds shares.

10.2 Save for a higher majority provided in these articles of association or by law, collective decisions of the Company’s shareholders are only validly taken in so far as they are adopted by shareholders holding more than half of the share capital.

**Art. 11. Change of nationality.** The shareholders may change the nationality of the Company only by unanimous consent.

**Art. 12. Amendments of the articles of association.** Any amendment of the articles of association requires the approval of (i) a majority of shareholders (ii) representing three quarters of the share capital at least.

### **D. Management**

#### **Art. 13. Powers of the sole manager - Composition and powers of the board of managers.**

13.1 The Company shall be managed by one or several managers. If the Company has several managers, the managers form a board of managers.

13.2 If the Company is managed by one manager, to the extent applicable and where the term “sole manager” is not expressly mentioned in these articles of association, a reference to the “board of managers” used in these articles of association is to be construed as a reference to the “sole manager”.

13.3 The board of managers is vested with the broadest powers to act in the name of the Company and to take any actions necessary or useful to fulfil the Company’s corporate purpose, with the exception of the powers reserved by the Law or by these articles of association to the general meeting of shareholders.

#### **Art. 14. Appointment, removal and term of office of managers.**

14.1 The manager(s) shall be appointed by the general meeting of shareholders which shall determine their remuneration and term of office. The general meeting of shareholders may decide to appoint managers of different classes, namely class A managers (the “Class A Managers”) and class B managers (the “Class B Managers”). Any reference made hereinafter to the “managers” shall be construed as a reference to the Class A Managers and/or the Class B Managers, depending on the context and as applicable.

14.2 The managers shall be appointed and may be removed from office at any time, without cause, by a decision of the shareholders representing more than half of the Company’s share capital.

**Art. 15. Vacancy in the office of a manager.**

15.1 In the event of a vacancy in the office of a manager because of death, legal incapacity, bankruptcy, resignation or otherwise, this vacancy may be filled on a temporary basis and for a period of time not exceeding the initial mandate of the replaced manager by the remaining managers until the next meeting of shareholders which shall resolve on the permanent appointment, in compliance with the applicable legal provisions.

15.2 In case the vacancy occurs in the office of the Company's sole manager, such vacancy must be filled without undue delay by the general meeting of shareholders.

**Art. 16. Convening meetings of the board of managers.**

16.1 The board of managers shall meet upon call by any two (2) managers. The meetings of the board of managers shall be held at the registered office of the Company unless otherwise indicated in the notice of meeting.

16.2 Written notice of any meeting of the board of managers must be given to managers twenty-four (24) hours at least in advance of the time scheduled for the meeting, except in case of emergency, in which case the nature and the reasons of such emergency must be mentioned in the notice. Such notice may be omitted in case of assent of each manager in writing, by facsimile, electronic mail or any other similar means of communication, a copy of such signed document being sufficient proof thereof. 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.

16.3 No prior notice shall be required in case all managers are present or represented at a board meeting and waive any convening requirement or in the case of resolutions in writing approved and signed by all members of the board of managers.

**Art. 17. Conduct of meetings of the board of managers.**

17.1 The board of managers may elect among its members a chairman. It may also choose a secretary, who does not need to be a manager and who shall be responsible for keeping the minutes of the meetings of the board of managers.

17.2 The chairman, if any, shall chair all meetings of the board of managers. In his absence, the board of managers may appoint another manager as chairman pro tempore by vote of the majority of managers present or represented at any such meeting.

17.3 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.

17.4 Meetings of the board of managers may also be held by conference-call or video conference or by any other means of communication, allowing all persons participating at such meeting to hear one another on a continuous basis and allowing an effective participation in the meeting. Participation in a meeting by these means is equivalent to participation in person at such meeting and the meeting is deemed to be held at the registered office of the Company.

17.5 The board of managers may deliberate or act validly only if at least a majority of the managers are present or represented at a meeting of the board of managers. In the event the general meeting of shareholders has appointed different classes of 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.

17.6 Decisions shall be taken by a majority vote of the managers present or represented at such meeting. In the event the general meeting of shareholders has appointed different classes of managers, decisions shall be taken by a majority of the managers present or represented including at least one (1) Class A Manager and one (1) Class B Manager. The chairman, if any, shall not have a casting vote.

17.7 The board of managers may unanimously pass resolutions by circular means when expressing its approval in writing, by facsimile, electronic mail or any other similar means of communication. Each manager may express his consent separately, the entirety of the consents evidencing the adoption of the resolutions. The date of such resolutions shall be the date of the last signature.

**Art. 18. Minutes of the meeting of the board of managers; Minutes of the decisions of the sole manager.**

18.1 The minutes of any meeting of the board of managers shall be signed by (i) the chairman, if any or in his absence by the chairman pro tempore, and the secretary (if any), or, (ii) by one (1) Class A Manager and one (1) Class B Manager if applicable. Copies or excerpts of such minutes, which may be produced in judicial proceedings or otherwise, shall be signed by the chairman, if any, or, by one (1) Class A Manager and one (1) Class B Manager if applicable.

18.2 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.

**Art. 19. Dealing with third parties.**

19.1 The Company shall be bound towards third parties in all circumstances (i) by the signature of the sole manager, or (ii) if the Company has several managers, by the joint signatures of one (1) Class A Manager and one (1) Class B Manager if applicable, or (ii) by the joint signatures or the sole signature of any person(s) to whom such signatory power may have been delegated by the board of managers within the limits of such delegation.

## **E. Audit and supervision**

### **Art. 20. Auditor(s).**

20.1 In case and as long as the Company has more than twenty-five (25) shareholders, the operations of the Company shall be supervised by one or several statutory auditors (commissaire(s)). The general meeting of shareholders shall appoint the statutory auditor(s) and shall determine their term of office.

20.2 A statutory auditor may be removed at any time, without notice and with or without cause by the general meeting of shareholders.

20.3 The statutory auditor has an unlimited right of permanent supervision and control of all operations of the Company.

20.4 If the shareholders of the Company appoint one or more independent auditors (réviseur(s) d'entreprises agréé(s)) in accordance with article 69 of the law of 19 December 2002 regarding the trade and companies register and the accounting and annual accounts of undertakings, as amended, the institution of statutory auditor(s) is suppressed.

20.5 An independent auditor may only be removed by the general meeting of shareholders with cause or with its approval.

## **F. Financial year - Annual accounts - Allocation of profits - Interim dividends**

**Art. 21. Financial year.** The financial year of the Company shall begin on the first of January of each year and shall end on the thirty-first of December of the same year.

### **Art. 22. Annual accounts and allocation of profits.**

22.1 At the end of each financial year, the accounts are closed and the board of managers draws up an inventory of the Company's assets and liabilities, the balance sheet and the profit and loss accounts in accordance with the law.

22.2 Of the annual net profits of the Company, five per cent (5%) at least shall be allocated to the legal reserve. This allocation shall cease to be mandatory as soon and as long as the aggregate amount of such reserve amounts to ten per cent (10%) of the share capital of the Company.

22.3 Sums contributed to a reserve of the Company may also be allocated to the legal reserve.

22.4 In case of a share capital reduction, the Company's legal reserve may be reduced in proportion so that it does not exceed ten per cent (10%) of the share capital.

22.5 Upon recommendation of the board of managers, the general meeting of shareholders shall determine how the remainder of the Company's profits shall be used in accordance with the Law and these articles of association.

22.6 Distributions shall be made to the shareholders in proportion to the number of shares they hold in the Company.

### **Art. 23. Interim dividends - Share premium and assimilated premiums.**

23.1 The board of managers may decide to pay interim dividends on the basis of interim financial statements prepared by the board of managers showing that sufficient funds are available for distribution. The amount to be distributed may not exceed realized profits since the end of the last financial year of which the annual accounts have been approved, increased by profits carried forward and distributable reserves, but decreased by losses carried forward and sums to be allocated to a reserve which the Law or these articles of association do not allow to be distributed.

23.2 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 of association.

## **G. Liquidation**

### **Art. 24. Liquidation.**

24.1 In the event of dissolution of the Company in accordance with article 3.2 of these articles of association, the liquidation shall be carried out by one or several liquidators who are appointed by the general meeting of shareholders deciding such dissolution and which shall determine their powers and their compensation. Unless otherwise provided, the liquidators shall have the most extensive powers for the realisation of the assets and payment of the liabilities of the Company.

24.2 The surplus resulting from the realisation of the assets and the payment of the liabilities shall be distributed among the shareholders pro rata their shareholding.

## **H. Final clause - Governing law**

**Art. 25. Governing law.** All matters not governed by these articles of association shall be determined in accordance with the Law.

### *Transitional provisions*

1. The first financial year shall begin on the date of incorporation of the Company and terminate on 31 December 2016.
2. Interim dividends may be distributed during the Company's first financial year.

### *Subscription and payment*

The twelve thousand five hundred (12,500) shares issued have been subscribed by National Silicon Industry Group, aforementioned, represented as stated above, for the price of twelve thousand five hundred euro (EUR 12,500).

The shares so subscribed have been fully paid up by a contribution in cash so that the amount of twelve thousand five hundred euro (EUR 12,500) is as of now available to the Company, as it has been justified to the undersigned notary.

The total contribution in the amount of twelve thousand five hundred euro (EUR 12,500) is entirely allocated to the share capital.

#### *Expenses*

The expenses, costs, remunerations or charges in any form whatsoever incurred by the Company or which shall be borne by the Company in connection with its incorporation are estimated at approximately one thousand four hundred euro (EUR 1,400).

#### *Resolutions of the shareholders*

The incorporating shareholders, representing the entire share capital of the Company and having waived any convening requirements, have passed the following resolutions:

1. The address of the registered office of the Company is set at 19, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg.

2. The following persons are appointed as managers of the Company for an unlimited term:

(i) Weidong REN, born in China on 02 November 1970, professionally residing at Building 3, NO.755 Xingbang Rd., Shanghai, P.R.China is appointed as Class A Manager;

(ii) Wei LI, born in China on 29 September 1971, professionally residing at Building 3, NO.755 Xingbang Rd., Shanghai, P.R.China is appointed as Class A Manager;

(iii) Olivier HAMOU, born in Levallois-Perret (France) on 19 December 1973, professionally residing at 19, rue de Bitbourg, L-1273 Luxembourg is appointed as Class B Manager; and

(iv) Elvin MONTES, born in Jiabong W Samar (Philippines) on 12 April 1982, professionally residing at 19, rue de Bitbourg, L-1273 Luxembourg is appointed as Class B Manager.

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; at the request of the same appearing party and in case of discrepancy between the English and the French text, 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 of the appearing party signed together with the notary the present deed.

#### **Suit la traduction française de ce qui précède.**

L'an deux mille deux mille seize, le vingt-troisième jour du mois de mars.

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

#### **A COMPARU:**

National Silicon Industry Group, une société à responsabilité limitée constituée et existant selon les lois de la République Populaire de Chine, immatriculée au Market Supervision Administration of Shanghai Jiading Muncile Government sous le numéro 91310114MA1GT35K5B, ayant son siège social à Building 3, NO.755 Xingbang Rd., Shanghai, P.R.China, dûment représentée par Madame Xiaoshu Tang, Maître en droit, résidant professionnellement à Luxembourg, en vertu d'une procuration sous seing privé donnée à Luxembourg, le 23 mars 2016.

Ladite procuration, paraphée ne varietur par le mandataire de la comparante et le notaire, resteront annexées au présent acte pour être soumises avec lui aux formalités d'enregistrement.

La comparante a requis le notaire instrumentant de dresser l'acte de constitution d'une société à responsabilité limitée qu'elle souhaite constituer avec les statuts suivants:

#### **A. Nom - Objet - Durée - Siège social**

**Art. 1<sup>er</sup>. Nom - Forme.** Il existe une société à responsabilité limitée sous la dénomination «NSIG Europe Holding S.à r.l.» (ci-après la «Société») qui sera régie par la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée (la «Loi»), ainsi que par les présents statuts.

#### **Art. 2. Objet.**

2.1 La Société a pour objet la détention de participations, sous quelque forme que ce soit, dans des sociétés luxembourgeoises et étrangères et de toute autre forme de placement, l'acquisition par achat, souscription ou de toute autre manière, de même que le transfert par vente, échange ou toute autre manière de valeurs mobilières de tout type, ainsi que l'administration, la gestion, le contrôle et la mise en valeur de son portefeuille de participations.

2.2 La Société peut également garantir, accorder des sûretés, accorder des prêts ou assister de toute autre manière des sociétés dans lesquelles elle détient une participation directe ou indirecte ou un droit de quelque nature que ce soit ou qui font partie du même groupe de sociétés que la Société.



2.3 Excepté par voie d'appel public à l'épargne, la Société peut lever des fonds en faisant des emprunts sous toute forme ou en émettant toute sorte d'obligations, de titres ou d'instruments de dettes, d'obligations garanties ou non garanties, et d'une manière générale en émettant des valeurs mobilières de tout type.

2.4 La Société a également la possibilité d'agir en tant qu'associée ou actionnaire à responsabilité illimitée ou limitée pour les dettes et les obligations de toute entité luxembourgeoise ou étrangère.

2.5 L'objet de la Société est également (i) l'acquisition par achat, l'enregistrement ou de toute autre manière ainsi que le transfert par la vente, l'échange ou autre de droits de propriété intellectuelle et industrielle, (ii) l'octroi de licence sur de tels droits de propriété intellectuelle et industrielle, et (iii) la détention et la gestion de droits de propriété intellectuelle et industrielle.

2.6 La Société peut exercer toute activité de nature commerciale, financière, immobilière ou de propriété intellectuelle qu'elle estime utile pour l'accomplissement de ces objets.

### **Art. 3. Durée.**

3.1 La Société est constituée pour une durée illimitée.

3.2 Elle peut être dissoute à tout moment et sans cause par une décision de l'assemblée générale des associés, adoptée selon les conditions requises pour une modification des présents statuts.

### **Art. 4. Siège social.**

4.1 Le siège social de la Société est établi dans la ville de Luxembourg, Grand-Duché de Luxembourg.

4.2 Le siège social peut être transféré au sein de la même commune par décision du conseil de gérance. Il peut être transféré dans toute autre commune du Grand-Duché de Luxembourg par décision de l'assemblée générale des associés, adoptée selon les conditions requises pour une modification des présents statuts.

4.3 Des succursales ou bureaux peuvent être créés, tant au Grand-Duché de Luxembourg qu'à l'étranger, par décision du conseil de gérance.

4.4 Dans l'hypothèse où le conseil de gérance estimerait que des événements exceptionnels d'ordre politique, économique ou social ou des catastrophes naturelles se sont produits ou seraient imminents, de nature à interférer avec l'activité normale de la Société à son siège social, il pourra transférer provisoirement le siège social à l'étranger jusqu'à la cessation complète de ces circonstances exceptionnelles; ces mesures provisoires n'auront toutefois aucun effet sur la nationalité de la Société, laquelle, nonobstant ce transfert provisoire, restera luxembourgeoise.

## **B. Capital social - Parts sociales**

### **Art. 5. Capital social.**

5.1 Le capital social de la Société est fixé à douze mille cinq cents euros (EUR 12.500), représenté par douze mille cinq cents (12.500) parts sociales ayant une valeur nominale d'un euro (EUR 1) chacune.

5.2 Le capital social de la Société peut être augmenté ou réduit par une décision de l'assemblée générale des associés de la Société, adoptée selon les modalités requises pour la modification des présents statuts.

5.3 La Société peut racheter ses propres parts sociales.

### **Art. 6. Parts sociales.**

6.1 Le capital social de la Société est divisé en parts sociales ayant chacune la même valeur nominale.

6.2 Les parts sociales de la Société sont nominatives.

6.3 La Société peut avoir un ou plusieurs associés.

6.4 Le décès, la suspension des droits civils, la dissolution, la liquidation, la faillite ou l'insolvabilité ou tout autre événement similaire d'un des associés n'entraînera pas la dissolution de la Société.

### **Art. 7. Registre des parts sociales - Transfert des parts sociales.**

7.1 Un registre des parts sociales est tenu au siège social de la Société où il est mis à disposition de chaque associé pour consultation. Ce registre contient toutes les informations requises par la Loi. Des certificats d'inscription peuvent être émis sur demande et aux frais de l'associé demandeur.

7.2 La Société ne reconnaît qu'un seul titulaire par part sociale. Les copropriétaires indivis nommeront un représentant unique qui les représentera vis-à-vis de la Société. La Société a le droit de suspendre l'exercice de tous les droits relatifs à cette part sociale, jusqu'à ce qu'un tel représentant ait été désigné.

7.3 Les parts sociales sont librement cessibles entre associés.

7.4 Inter vivos, les parts sociales seront uniquement transférables à de nouveaux associés sous réserve qu'une telle cession ait été approuvée par les associés représentant une majorité des trois quarts du capital social.

7.5 Toute cession de parts sociales est opposable à la Société et aux tiers sur notification de la cession à, ou après l'acceptation de la cession par la Société conformément aux dispositions de l'article 1690 du Code civil.

7.6 En cas de décès, les parts sociales de l'associé décédé pourront être uniquement transférées au nouvel associé sous réserve qu'un tel transfert ait été approuvé par les associés survivants représentant les trois quarts des droits des survivants.

Un tel agrément n'est cependant pas requis dans l'hypothèse où les parts sociales sont transférées soit aux ascendants, descendants ou au conjoint survivant ou à tout autre héritier légal de l'associé décédé.

### C. Décisions des associés

#### Art. 8. Décisions collectives des associés.

8.1 L'assemblée générale des associés est investie des pouvoirs qui lui sont expressément réservés par la Loi et par les présents statuts.

8.2 Chaque associé a la possibilité de participer aux décisions collectives quel que soit le nombre de parts sociales qu'il détient.

8.3 Dans l'hypothèse où et tant que la Société n'a pas plus de vingt-cinq (25) associés, des décisions collectives qui relèveraient d'ordinaire de la compétence de l'assemblée générale, pourront être valablement adoptées par voie de décisions écrites. Dans une telle hypothèse, chaque associé recevra le texte de ces résolutions ou des décisions à adopter expressément formulées et votera par écrit.

8.4 En cas d'associé unique, cet associé exercera les pouvoirs dévolus à l'assemblée générale des associés en vertu des dispositions de la section XII de la Loi et des présents statuts. Dans cette hypothèse, toute référence faite à «l'assemblée générale des associés» devra être entendue comme une référence à l'associé unique selon le contexte et le cas échéant et les pouvoirs conférés à l'assemblée générale des associés seront exercés par l'associé unique.

**Art. 9. Assemblées générales des associés.** Dans l'hypothèse où la Société aurait plus de vingt-cinq (25) associés, une assemblée générale des associés devra être tenue au minimum dans les six (6) mois suivant la fin de l'exercice social au Luxembourg au siège social de la Société ou à tout autre endroit tel que précisé dans la convocation à cette assemblée générale. D'autres assemblées générales d'associés pourront être tenues aux lieux et heures indiquées dans les convocations aux assemblées générales correspondantes. Si tous les associés sont présents ou représentés à l'assemblée générale des associés et renoncent aux formalités de convocation, l'assemblée pourra être tenue sans convocation ou publication préalable.

#### Art. 10. Quorum et vote.

10.1 Chaque associé a un nombre de voix égal au nombre de parts qu'il détient.

10.2 Sous réserve d'un quorum plus élevé prévu par les présents statuts ou la Loi, les décisions collectives des associés de la Société ne seront valablement adoptées que pour autant qu'elles auront été adoptées par des associés détenant plus de la moitié du capital social.

**Art. 11. Changement de nationalité.** Les associés ne peuvent changer la nationalité de la Société qu'avec le consentement unanime des associés.

**Art. 12. Modification des statuts.** Toute modification des statuts requiert l'accord d'une (i) majorité des associés (ii) représentant au moins les trois quarts du capital social.

### D. Gérance

#### Art. 13. Pouvoirs du gérant unique - Composition et pouvoirs du conseil de gérance.

13.1 La Société peut être gérée par un ou plusieurs gérants. Si la Société a plusieurs gérants, les gérants forment un conseil de gérance.

13.2 Lorsque la Société est gérée par un gérant unique, le cas échéant et lorsque le terme «gérant unique» n'est pas expressément mentionné dans ces statuts, une référence au «conseil de gérance» dans ces statuts devra être entendue comme une référence au «gérant unique».

13.3 Le conseil de gérance est investi des pouvoirs les plus étendus pour agir au nom de la Société et pour prendre toute mesure nécessaire ou utile pour l'accomplissement de l'objet social de la Société, à l'exception des pouvoirs réservés par la Loi ou par les présents statuts à l'assemblée générale des associés.

#### Art. 14. Nomination, révocation des gérants et durée du mandat des gérants.

14.1 Le(s) gérant(s) est (sont) nommé(s) par l'assemblée générale des associés qui détermine sa (leur) rémunération et la durée de son (leur) mandat. L'assemblée générale des associés peut décider de nommer des gérants de catégories différentes, à savoir des gérants de catégorie A (les «Gérants de Catégorie A») et des gérants de catégorie B (les «Gérants de Catégorie B»). Toute référence faite ci-après aux «gérants» doit s'interpréter comme une référence aux Gérants de Catégorie A et/ou Gérants de Catégorie B en fonction du contexte et le cas échéant.

14.2 Le(s) gérant(s) est (sont) nommé(s) et peu(ven)t être librement révoqué(s) à tout moment, sans motif, par une décision des associés représentant plus de la moitié du capital social de la Société.

#### Art. 15. Vacance d'un poste de gérant.

15.1 Dans l'hypothèse où un poste de gérant deviendrait vacant suite au décès, à l'incapacité juridique, la faillite, la démission ou pour tout autre motif, cette vacance peut être pourvue de manière temporaire et pour une période ne pouvant excéder celle du mandat initial du gérant remplacé par les gérants restants jusqu'à la prochaine assemblée des associés appelée à statuer sur la nomination permanente, conformément aux dispositions légales applicables.

15.2 Dans l'hypothèse où la vacance survient alors que la Société est gérée par un gérant unique, cette vacance est comblée sans délai par l'assemblée générale des associés.

#### **Art. 16. Convocation aux réunions du conseil de gérance.**

16.1 Le conseil de gérance se réunit sur convocation de deux (2) gérants. Les réunions du conseil de gérance sont tenues au siège social de la Société sauf indication contraire dans la convocation à la réunion.

16.2 Avis écrit de toute réunion du conseil de gérance doit être donné aux gérants au minimum vingt-quatre (24) heures à l'avance par rapport à l'heure fixée dans la convocation, sauf en cas d'urgence, auquel cas la nature et les motifs d'une telle urgence seront mentionnées dans la convocation. Une telle convocation peut être omise en cas d'accord écrit de chaque gérant, par télécopie, courrier électronique ou par tout autre moyen de communication. Une copie d'un tel document signé constituera une preuve suffisante d'un tel accord. Aucune convocation préalable ne sera exigée pour un conseil de gérance dont le lieu et l'heure auront été déterminés par une décision adoptée lors d'un précédent conseil de gérance, communiquée à tous les membres du conseil de gérance.

16.3 Aucune convocation préalable ne sera requise dans l'hypothèse où tous les gérants seront présents ou représentés à un conseil de gérance et renonceraient aux formalités de convocation ou dans l'hypothèse de décisions écrites et approuvées par tous les membres du conseil de gérance.

#### **Art. 17. Conduite des réunions du conseil de gérance.**

17.1 Le conseil de gérance peut élire un président du conseil de gérance parmi ses membres. Il peut également désigner un secrétaire, qui peut ne pas être membre du conseil de gérance et qui sera chargé de tenir les procès-verbaux des réunions du conseil de gérance.

17.2 Le président du conseil de gérance, le cas échéant, préside toutes les réunions du conseil de gérance. En son absence, le conseil de gérance peut nommer provisoirement un autre gérant comme président temporaire par un vote à la majorité des voix présentes ou représentées à la réunion.

17.3 Tout gérant peut se faire représenter à toute réunion du conseil de gérance en désignant tout autre gérant comme son mandataire par écrit, ou par télécopie, courrier électronique ou tout autre moyen de communication, 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.

17.4 Les réunions du conseil de gérance peuvent également se tenir par téléconférence ou vidéoconférence ou par tout autre moyen de communication similaire permettant à toutes les personnes y participant de s'entendre mutuellement sans discontinuité et garantissant une participation effective à cette réunion. La participation à une réunion par ces moyens équivaut à une participation en personne et la réunion tenue par de tels moyens de communication est réputée s'être tenue au siège social de la Société.

17.5 Le conseil de gérance ne peut délibérer ou agir valablement que si au moins la majorité de ses membres est présente ou représentée à une réunion du conseil de gérance. Dans l'hypothèse où l'assemblée générale des associés a nommé des gérants de catégories différentes, le conseil de gérance ne peut délibérer ou agir valablement que si au moins un (1) Gérant de Catégorie A et un (1) Gérant de Catégorie B est présent ou représenté à la réunion du conseil de gérance.

17.6 Les décisions sont prises à la majorité des voix des gérants présents ou représentés à chaque réunion du conseil de gérance. Dans l'hypothèse où l'assemblée générale des associés a nommé des gérants de catégories différentes, les décisions doivent être adoptées par une majorité de gérants présents ou représentés comprenant au moins un (1) Gérant de Catégorie A et un (1) Gérant de Catégorie B. Le président du conseil de gérance, le cas échéant, ne dispose pas d'une voix prépondérante.

17.7 Le conseil de gérance peut, à l'unanimité, prendre des décisions par voie circulaire en exprimant son approbation par écrit, par télécopie, courrier électronique ou par tout autre moyen de communication. Chaque gérant peut exprimer son consentement séparément, l'ensemble des consentements attestant de l'adoption des décisions. La date de ces décisions sera la date de la dernière signature.

#### **Art. 18. Procès-verbaux des réunions du conseil de gérance; procès-verbaux des décisions du gérant unique.**

18.1 Les procès-verbaux de toutes les réunions du conseil de gérance seront signés par (i) le président, le cas échéant, ou, en son absence, par le président temporaire, et le secrétaire, le cas échéant, ou (ii) par un (1) Gérant de Catégorie A et un (1) Gérant de Catégorie B, 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 le président le cas échéant, ou par un (1) Gérant de Catégorie A et un (1) Gérant de Catégorie B, le cas échéant.

18.2 Les décisions du gérant unique sont retranscrites dans des procès-verbaux qui seront signés 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.

#### **Art. 19. Rapports avec les tiers.**

19.1 La Société sera valablement engagée vis-à-vis des tiers en toutes circonstances (i) par la signature du gérant unique, ou, (ii) si la Société a plusieurs gérants par la signature conjointe d'un (1) Gérant de Catégorie A et d'un (1) Gérant de Catégorie B, le cas échéant, ou (ii) la signature conjointe ou la seule signature de toute(s) personne(s) à laquelle/auxquelles pareil pouvoir de signature aura été délégué par le conseil de gérance, dans les limites de cette délégation.

## E. Audit et surveillance

### Art. 20. Commissaire(s) - réviseur(s) d'entreprises agréé(s).

20.1 Dans l'hypothèse où, et tant que la Société aura plus de vingt-cinq (25) associés, les opérations de la Société seront surveillées par un ou plusieurs commissaires. L'assemblée générale des associés désigne les commissaires et détermine la durée de leurs fonctions.

20.2 Un commissaire pourra être révoqué à tout moment, sans préavis et sans motif, par l'assemblée générale des associés.

20.3 Le commissaire a un droit illimité de surveillance et de contrôle permanents sur toutes les opérations de la Société.

20.4 Si les associés de la Société désignent un ou plusieurs réviseurs d'entreprises agréés conformément à l'article 69 de la loi du 19 décembre 2002 concernant le registre de commerce et des sociétés ainsi que la comptabilité et les comptes annuels des entreprises, telle que modifiée, la fonction de commissaire sera supprimée.

20.5 Le réviseur d'entreprises agréé ne pourra être révoqué par l'assemblée générale des associés que pour juste motif ou avec son accord.

## F. Exercice social - Comptes annuels - Affectation des bénéfices - Acomptes sur dividendes

**Art. 21. Exercice social.** L'exercice social de la Société commence le premier janvier de chaque année et se termine le trente et un décembre de la même année.

### Art. 22. Comptes annuels - Distribution des bénéfices.

22.1 Au terme de chaque exercice social, les comptes sont clôturés et le conseil de gérance dresse un inventaire de l'actif et du passif de la Société, le bilan et le compte de profits et pertes, conformément à la loi.

22.2 Sur les bénéfices annuels nets de la Société, cinq pour cent (5%) au moins seront affectés à la réserve légale. Cette affectation cessera d'être obligatoire dès que et tant que le montant total de la réserve légale de la Société atteindra dix pour cent (10%) du capital social de la Société.

22.3 Les sommes apportées à une réserve de la Société peuvent également être affectées à la réserve légale.

22.4 En cas de réduction du capital social, la réserve légale de la Société pourra être réduite en proportion afin qu'elle n'excède pas dix pour cent (10%) du capital social.

22.5 Sur proposition du conseil de gérance, l'assemblée générale des associés décide de l'affectation du solde des bénéfices distribuables de la Société conformément à la Loi et aux présents statuts.

22.6 Les distributions aux associés sont effectuées en proportion du nombre de parts sociales qu'ils détiennent dans la Société.

### Art. 23. Acomptes sur dividendes - Prime d'émission et primes assimilées.

23.1 Le conseil de gérance peut décider de distribuer des acomptes sur dividendes sur la base d'un état comptable intermédiaire préparé par le conseil de gérance et faisant apparaître que des fonds suffisants sont disponibles pour être distribués. Le montant destiné à être distribué ne peut excéder les bénéfices réalisés depuis la fin du dernier exercice social pour lequel les comptes annuels ont été approuvés, augmentés des bénéfices reportés et des réserves distribuables, mais diminués des pertes reportées et des sommes destinées à être affectées à une réserve dont la Loi ou les présents statuts interdisent la distribution.

23.2 Toute prime d'émission, prime assimilée ou réserve distribuable peut être librement distribuée aux associés conformément à la Loi et aux présents statuts.

## G. Liquidation

### Art. 24. Liquidation.

24.1 En cas de dissolution de la Société conformément à l'article 3.2 des présents statuts, la liquidation sera effectuée par un ou plusieurs liquidateurs nommés par l'assemblée générale des associés ayant décidé de cette dissolution et qui fixera les pouvoirs et émoluments de chacun des liquidateurs. Sauf disposition contraire, les liquidateurs disposeront des pouvoirs les plus étendus pour la réalisation de l'actif et du passif de la Société.

24.2 Le surplus résultant de la réalisation de l'actif et du passif sera distribué entre les associés au prorata de leur participation.

## H. Disposition finale - Loi applicable

**Art. 25. Loi applicable.** Tout ce qui n'est pas régi par les présents statuts, sera déterminé en conformité avec la Loi.

### *Dispositions transitoires*

1. Le premier exercice social commence le jour de la constitution de la Société et se terminera le 31 décembre 2016.
2. Des acomptes sur dividendes pourront être distribués pendant le premier exercice social de la Société.

### *Souscription et paiement*

Les douze mille cinq cents (12.500) parts sociales émises ont été souscrites par National Silicon Industry Group, susmentionnée, représentée comme indiqué ci-dessus, pour un prix de douze mille cinq cents euros (EUR 12.500).

Toutes les parts sociales ainsi souscrites ont été intégralement libérées par voie d'apport en numéraire, de sorte que le montant de douze mille cinq cents euros (EUR 12.500) est dès à présent à la disposition de la Société, ce dont il a été justifié au notaire soussigné.

L'apport global d'un montant de douze mille cinq cent euros (EUR 12.500) consiste en est entièrement affecté au capital social.

#### *Frais*

Le montant des dépenses, frais, rémunérations ou charges, sous quelque forme que ce soit, qui incombent à la Société ou qui sont mis à sa charge en raison de sa constitution est évalué à environ mille quatre cents euros (EUR 1.400).

#### *Résolutions des associés*

Les associés fondateurs, représentant l'intégralité du capital social de la Société et ayant renoncé aux formalités de convocation, ont adopté les résolutions suivantes:

1. L'adresse du siège social de la Société est établie au 19, rue de Bitbourg, L-1273 Luxembourg, Grand-Duché de Luxembourg.

2. Les personnes suivantes sont nommées gérants pour une durée indéterminée:

(i) Weidong REN, né en Chine le 02 novembre 1970, résidant professionnellement à Building 3, NO.755 Xingbang Rd., Shanghai, R.P. Chine est nommé(e) Gérant de Catégorie A;

(ii) Wei LI, né en Chine le 29 septembre 1971, résidant professionnellement à Building 3, NO.755 Xingbang Rd., Shanghai, R.P. Chine est nommé(e) Gérant de Catégorie A;

(iii) Olivier HAMOU, né à Levallois-Perret (France) le 19 décembre 1973, résidant professionnellement à 19, rue Bitbourg, L-1273 Luxembourg est nommé Gérant de Catégorie B; et

(iv) Elvin MONTES, né à Jiabong W Samar (Philippines) le 12 avril 1982, résidant professionnellement à 19, rue Bitbourg, L-1273 Luxembourg est nommé Gérant de Catégorie B.

Dont acte, fait et passé à Luxembourg, à la date figurant en tête des présentes.

Le notaire soussigné qui comprend et parle l'anglais, constate sur demande de la comparante que le présent acte est rédigé en langue anglaise suivi d'une traduction en français; à la demande de la même comparante et en cas de divergence entre le texte anglais et le texte français, le texte anglais fait foi.

L'acte ayant été lu au mandataire de la comparante connue du notaire instrumentant par nom, prénom, et résidence, ledit mandataire de la comparante a signé avec le notaire le présent acte.

Signé: X. Tang, M. Loesch.

Enregistré à Grevenmacher Actes Civils, le 29 mars 2016. GAC/2016/2503. Reçu soixante-quinze euros 75,00 €.

*Le Receveur (signé): G. SCHLINK.*

Pour expédition conforme,

Mondorf-les-Bains, le 1<sup>er</sup> avril 2016.

Référence de publication: 2016087916/545.

(160055561) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 avril 2016.

#### **NSIG Sunrise S.à r.l., Société à responsabilité limitée.**

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

R.C.S. Luxembourg B 205.069.

#### — STATUTES

In the year two thousand and sixteen, on the twenty-third of March.

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

#### THERE APPEARED:

NSIG Europe Holding S.à r.l., a société à responsabilité limitée, incorporated and existing under the laws of the Grand Duchy of Luxembourg, in process of registration with the Luxembourg Trade and Companies' Register, having its registered office at 19, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg,

here represented by Mrs Xiaoshu Tang, lawyer, professionally residing in Luxembourg,

by virtue of a proxy under private seal, given in Luxembourg, on 23 March 2016.

The said proxy, initialled ne varietur by the proxyholder of the appearing party and the notary, shall remain annexed to this deed to be filed at the same time with the registration authorities.

Such appearing party has requested the officiating notary to enact the deed of incorporation of a private limited company (société à responsabilité limitée) which it wishes to incorporate with the following articles of association:

## **A. Name - Purpose - Duration - Registered office**

**Art. 1. Name - Legal Form.** There exists a private limited company (société à responsabilité limitée) under the name “NSIG Sunrise S.à r.l.” (hereinafter the “Company”) which shall be governed by the law of 10 August 1915 concerning commercial companies, as amended (the “Law”), as well as by the present articles of association.

### **Art. 2. Purpose.**

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

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

2.3 The Company may, except by way of public offering, raise funds especially through borrowing in any form or by issuing any kind of notes, securities or debt instruments, bonds and debentures and generally issue securities of any type.

2.4 The Company may also act as a partner/shareholder with unlimited or limited liability for the debts and obligations of any Luxembourg or foreign entity.

2.5 The purpose of the Company is also (i) the acquisition by purchase, registration or in any other manner as well as the transfer by sale, exchange or otherwise of intellectual and industrial property rights, (ii) the granting of license on such intellectual and industrial property rights, and (iii) the holding and the management of intellectual and industrial property rights.

2.6 The Company may carry out any commercial, financial, real estate or intellectual property activities which it considers useful for the accomplishment of these purposes.

### **Art. 3. Duration.**

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

3.2 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 of association.

### **Art. 4. Registered office.**

4.1 The registered office of the Company is established in the city of Luxembourg, Grand Duchy of Luxembourg.

4.2 Within the same municipality, the registered office may be transferred by means of a decision of the board of managers. It may be transferred to any other municipality in the Grand Duchy of Luxembourg by means of a resolution of the general meeting of shareholders, adopted in the manner required for an amendment of these articles of association.

4.3 Branches or other offices may be established either in the Grand Duchy of Luxembourg or abroad by a resolution of the board of managers.

4.4 In the event that the board of managers determines that extraordinary political, economic or social circumstances or natural disasters have occurred or are imminent that would interfere with the normal activities of the Company at its registered office, the registered office may be temporarily transferred abroad until the complete cessation of these extraordinary circumstances; such temporary measures shall not affect the nationality of the Company which, notwithstanding the temporary transfer of its registered office, shall remain a Luxembourg company.

## **B. Share capital - Shares**

### **Art. 5. Share Capital.**

5.1 The Company's share capital is set at twelve thousand five hundred euro (EUR 12,500), represented by twelve thousand five hundred (12,500) shares with a nominal value of one euro (EUR 1) each.

5.2 The Company's share capital may be increased or reduced by a resolution of the general meeting of shareholders adopted in the manner required for an amendment of these articles of association.

5.3 The Company may repurchase its own shares.

### **Art. 6. Shares.**

6.1 The Company's share capital is divided into shares, each of them having the same nominal value.

6.2 The shares of the Company are in registered form.

6.3 The Company may have one or several shareholders.

6.4 Death, suspension of civil rights, dissolution, bankruptcy or insolvency or any other similar event regarding any of the shareholders shall not cause the dissolution of the Company.

### **Art. 7. Register of shares - Transfer of shares.**

7.1 A register of shares shall be kept at the registered office of the Company, where it shall be available for inspection by any shareholder. This register shall contain all the information required by the Law. Certificates of such registration may be issued upon request and at the expense of the relevant shareholder.

7.2 The Company will recognise only one holder per share. In case a share is owned by several persons, they shall appoint a single representative who shall represent them towards the Company. The Company has the right to suspend the exercise of all rights attached to that share until such representative has been appointed.

7.3 The shares are freely transferable among shareholders.

7.4 Inter vivos, the shares may only be transferred to new shareholders subject to the approval of such transfer given by the shareholders at a majority of three quarters of the share capital.

7.5 Any transfer of shares shall become effective towards the Company and third parties through the notification of the transfer to, or upon the acceptance of the transfer by the Company in accordance with article 1690 of the Civil Code.

7.6 In the event of death, the shares of the deceased shareholder may only be transferred to new shareholders subject to the approval of such transfer given by the surviving shareholders representing three quarters of the rights owned by the surviving shareholders. Such approval is, however, not required in case the shares are transferred either to parents, descendants or the surviving spouse or any other legal heir of the deceased shareholder.

### C. Decisions of the shareholders

#### Art. 8. Collective decisions of the shareholders.

8.1 The general meeting of shareholders is vested with the powers expressly reserved to it by law and by these articles of association.

8.2 Each shareholder may participate in collective decisions irrespective of the number of shares which he owns.

8.3 In case and as long as the Company has not more than twenty-five (25) shareholders, collective decisions otherwise conferred on the general meeting of shareholders may be validly taken by means of written resolutions. In such case, each shareholder shall receive the text of the resolutions or decisions to be taken expressly worded and shall cast his vote in writing.

8.4 In the case of a sole shareholder, such shareholder shall exercise the powers granted to the general meeting of shareholders under the provisions of section XII of the Law and by these articles of association. In such case, any reference made herein to the “general meeting of shareholders” shall be construed as a reference to the sole shareholder, depending on the context and as applicable, and powers conferred upon the general meeting of shareholders shall be exercised by the sole shareholder.

**Art. 9. General meetings of shareholders.** In case the Company has more than twenty-five (25) shareholders, at least one general meeting of shareholders shall be held within six (6) months of the end of each financial year in Luxembourg at the registered office of the Company or at such other place as may be specified in the convening notice of such meeting. Other meetings of shareholders may be held at such place and time as may be specified in the respective convening notices of meeting. If all of the shareholders are present or represented at a general meeting of shareholders and have waived any convening requirement, the meeting may be held without prior notice or publication.

#### Art. 10. Quorum and vote.

10.1 Each shareholder is entitled to as many votes as he holds shares.

10.2 Save for a higher majority provided in these articles of association or by law, collective decisions of the Company's shareholders are only validly taken in so far as they are adopted by shareholders holding more than half of the share capital.

**Art. 11. Change of nationality.** The shareholders may change the nationality of the Company only by unanimous consent.

**Art. 12. Amendments of the articles of association.** Any amendment of the articles of association requires the approval of (i) a majority of shareholders (ii) representing three quarters of the share capital at least.

### D. Management

#### Art. 13. Powers of the sole manager - Composition and powers of the board of managers.

13.1 The Company shall be managed by one or several managers. If the Company has several managers, the managers form a board of managers.

13.2 If the Company is managed by one manager, to the extent applicable and where the term “sole manager” is not expressly mentioned in these articles of association, a reference to the “board of managers” used in these articles of association is to be construed as a reference to the “sole manager”.

13.3 The board of managers is vested with the broadest powers to act in the name of the Company and to take any actions necessary or useful to fulfil the Company's corporate purpose, with the exception of the powers reserved by the Law or by these articles of association to the general meeting of shareholders.

#### Art. 14. Appointment, removal and term of office of managers.

14.1 The manager(s) shall be appointed by the general meeting of shareholders which shall determine their remuneration and term of office. The general meeting of shareholders may decide to appoint managers of different classes, namely class A managers (the “Class A Managers”) and class B managers (the “Class B Managers”). Any reference made hereinafter to the “managers” shall be construed as a reference to the Class A Managers and/or the Class B Managers, depending on the context and as applicable.

14.2 The managers shall be appointed and may be removed from office at any time, without cause, by a decision of the shareholders representing more than half of the Company's share capital.

**Art. 15. Vacancy in the office of a manager.**

15.1 In the event of a vacancy in the office of a manager because of death, legal incapacity, bankruptcy, resignation or otherwise, this vacancy may be filled on a temporary basis and for a period of time not exceeding the initial mandate of the replaced manager by the remaining managers until the next meeting of shareholders which shall resolve on the permanent appointment, in compliance with the applicable legal provisions.

15.2 In case the vacancy occurs in the office of the Company's sole manager, such vacancy must be filled without undue delay by the general meeting of shareholders.

**Art. 16. Convening meetings of the board of managers.**

16.1 The board of managers shall meet upon call by any two (2) managers. The meetings of the board of managers shall be held at the registered office of the Company unless otherwise indicated in the notice of meeting.

16.2 Written notice of any meeting of the board of managers must be given to managers twenty-four (24) hours at least in advance of the time scheduled for the meeting, except in case of emergency, in which case the nature and the reasons of such emergency must be mentioned in the notice. Such notice may be omitted in case of assent of each manager in writing, by facsimile, electronic mail or any other similar means of communication, a copy of such signed document being sufficient proof thereof. 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.

16.3 No prior notice shall be required in case all managers are present or represented at a board meeting and waive any convening requirement or in the case of resolutions in writing approved and signed by all members of the board of managers.

**Art. 17. Conduct of meetings of the board of managers.**

17.1 The board of managers may elect among its members a chairman. It may also choose a secretary, who does not need to be a manager and who shall be responsible for keeping the minutes of the meetings of the board of managers.

17.2 The chairman, if any, shall chair all meetings of the board of managers. In his absence, the board of managers may appoint another manager as chairman pro tempore by vote of the majority of managers present or represented at any such meeting.

17.3 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.

17.4 Meetings of the board of managers may also be held by conference-call or video conference or by any other means of communication, allowing all persons participating at such meeting to hear one another on a continuous basis and allowing an effective participation in the meeting. Participation in a meeting by these means is equivalent to participation in person at such meeting and the meeting is deemed to be held at the registered office of the Company.

17.5 The board of managers may deliberate or act validly only if at least a majority of the managers are present or represented at a meeting of the board of managers. In the event the general meeting of shareholders has appointed different classes of 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.

17.6 Decisions shall be taken by a majority vote of the managers present or represented at such meeting. In the event the general meeting of shareholders has appointed different classes of managers, decisions shall be taken by a majority of the managers present or represented including at least one (1) Class A Manager and one (1) Class B Manager. The chairman, if any, shall not have a casting vote.

17.7 The board of managers may unanimously pass resolutions by circular means when expressing its approval in writing, by facsimile, electronic mail or any other similar means of communication. Each manager may express his consent separately, the entirety of the consents evidencing the adoption of the resolutions. The date of such resolutions shall be the date of the last signature.

**Art. 18. Minutes of the meeting of the board of managers; Minutes of the decisions of the sole manager.**

18.1 The minutes of any meeting of the board of managers shall be signed by (i) the chairman, if any or in his absence by the chairman pro tempore, and the secretary (if any) or, (ii) by one (1) Class A Manager and one (1) Class B Manager if applicable. Copies or excerpts of such minutes, which may be produced in judicial proceedings or otherwise, shall be signed by the chairman, if any, or, by one (1) Class A Manager and one (1) Class B Manager if applicable.

18.2 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.

**Art. 19. Dealing with third parties.**

19.1 The Company shall be bound towards third parties in all circumstances (i) by the signature of the sole manager, or (ii) if the Company has several managers, by the joint signatures of one (1) Class A Manager and one (1) Class B Manager if applicable, or (ii) by the joint signatures or the sole signature of any person(s) to whom such signatory power may have been delegated by the board of managers within the limits of such delegation.



## E. Audit and supervision

### Art. 20. Auditor(s).

20.1 In case and as long as the Company has more than twenty-five (25) shareholders, the operations of the Company shall be supervised by one or several statutory auditors (commissaire(s)). The general meeting of shareholders shall appoint the statutory auditor(s) and shall determine their term of office.

20.2 A statutory auditor may be removed at any time, without notice and with or without cause by the general meeting of shareholders.

20.3 The statutory auditor has an unlimited right of permanent supervision and control of all operations of the Company.

20.4 If the shareholders of the Company appoint one or more independent auditors (réviseur(s) d'entreprises agréé(s)) in accordance with article 69 of the law of 19 December 2002 regarding the trade and companies register and the accounting and annual accounts of undertakings, as amended, the institution of statutory auditor(s) is suppressed.

20.5 An independent auditor may only be removed by the general meeting of shareholders with cause or with its approval.

## F. Financial year - Annual accounts - Allocation of profits - Interim dividends

**Art. 21. Financial year.** The financial year of the Company shall begin on the first of January of each year and shall end on the thirty-first of December of the same year.

### Art. 22. Annual accounts and allocation of profits.

22.1 At the end of each financial year, the accounts are closed and the board of managers draws up an inventory of the Company's assets and liabilities, the balance sheet and the profit and loss accounts in accordance with the law.

22.2 Of the annual net profits of the Company, five per cent (5%) at least shall be allocated to the legal reserve. This allocation shall cease to be mandatory as soon and as long as the aggregate amount of such reserve amounts to ten per cent (10%) of the share capital of the Company.

22.3 Sums contributed to a reserve of the Company may also be allocated to the legal reserve.

22.4 In case of a share capital reduction, the Company's legal reserve may be reduced in proportion so that it does not exceed ten per cent (10%) of the share capital.

22.5 Upon recommendation of the board of managers, the general meeting of shareholders shall determine how the remainder of the Company's profits shall be used in accordance with the Law and these articles of association.

22.6 Distributions shall be made to the shareholders in proportion to the number of shares they hold in the Company.

### Art. 23. Interim dividends - Share premium and assimilated premiums.

23.1 The board of managers may decide to pay interim dividends on the basis of interim financial statements prepared by the board of managers showing that sufficient funds are available for distribution. The amount to be distributed may not exceed realized profits since the end of the last financial year of which the annual accounts have been approved, increased by profits carried forward and distributable reserves, but decreased by losses carried forward and sums to be allocated to a reserve which the Law or these articles of association do not allow to be distributed.

23.2 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 of association.

## G. Liquidation

### Art. 24. Liquidation.

24.1 In the event of dissolution of the Company in accordance with article 3.2 of these articles of association, the liquidation shall be carried out by one or several liquidators who are appointed by the general meeting of shareholders deciding such dissolution and which shall determine their powers and their compensation. Unless otherwise provided, the liquidators shall have the most extensive powers for the realisation of the assets and payment of the liabilities of the Company.

24.2 The surplus resulting from the realisation of the assets and the payment of the liabilities shall be distributed among the shareholders pro rata their shareholding.

## H. Final clause - Governing law

**Art. 25. Governing law.** All matters not governed by these articles of association shall be determined in accordance with the Law.

### *Transitional provisions*

1. The first financial year shall begin on the date of incorporation of the Company and terminate on 31 December 2016.
2. Interim dividends may be distributed during the Company's first financial year.

### *Subscription and payment*

The twelve thousand five hundred (12,500) shares issued have been subscribed by NSIG Europe Holding S.à r.l., aforementioned, for the price of twelve thousand five hundred euro (EUR 12,500).

The shares so subscribed have been fully paid up by a contribution in cash so that the amount of twelve thousand five hundred euro (EUR 12,500) is as of now available to the Company, as it has been justified to the undersigned notary.

The total contribution in the amount of twelve thousand five hundred euro (EUR 12,500) is entirely allocated to the share capital.

#### *Expenses*

The expenses, costs, remunerations or charges in any form whatsoever incurred by the Company or which shall be borne by the Company in connection with its incorporation are estimated at approximately one thousand four hundred euro (EUR 1,400.-).

#### *Resolutions of the shareholders*

The incorporating shareholder, representing the entire share capital of the Company and having waived any convening requirements, has passed the following resolutions:

1. The address of the registered office of the Company is set at 19, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy de Luxembourg.

2. The following persons are appointed as managers of the Company for an unlimited term:

(i) Weidong REN, born in China on 02 November 1970, professionally residing at Building 3, NO.755 Xingbang Rd., Shanghai, P.R.China is appointed as Class A Manager;

(ii) Wei LI, born in China on 29 September 1971, professionally residing at Building 3, NO.755 Xingbang Rd., Shanghai, P.R.China is appointed as Class A Manager;

(iii) Olivier HAMOU, born in Levallois-Perret (France) on 19 December 1973, professionally residing at 19, rue de Bitbourg, L-1273 Luxembourg is appointed as Class B Manager; and

(iv) Elvin MONTES, born in Jiabong W Samar (Philippines) on 12 April 1982, professionally residing at 19, rue de Bitbourg, L-1273 Luxembourg is appointed as Class B Manager.

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; at the request of the same appearing party and in case of discrepancy between the English and the French text, 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 of the appearing party signed together with the notary the present deed.

#### **Suit la traduction française de ce qui précède.**

L'an deux mille deux mille seize, le vingt-troisième jour du mois de mars.

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

#### **A COMPARU:**

NSIG Europe Holding S.à r.l., une société à responsabilité limitée constituée et existant selon les lois du Grand-Duché de Luxembourg, en cours d'immatriculation au Registre de Commerce et des Sociétés de Luxembourg, ayant son siège social au 19 rue de Bitbourg, L1273 Luxembourg, Grand-Duché de Luxembourg,

ici dûment représentée par Madame Xiaoshu Tang, Maître en droit, résidant professionnellement à Luxembourg, en vertu d'une procuration sous seing privé donnée à Luxembourg, le 23 mars 2016.

Ladite procuration, paraphée ne varietur par le mandataire de la comparante et le notaire, restera annexée au présent acte pour être soumises avec lui aux formalités d'enregistrement.

La comparante a requis le notaire instrumentant de dresser l'acte de constitution d'une société à responsabilité limitée qu'elle souhaite constituer avec les statuts suivants:

#### **A. Nom - Objet - Durée - Siège social**

**Art. 1<sup>er</sup>. Nom - Forme.** Il existe une société à responsabilité limitée sous la dénomination «NSIG Sunrise S.à r.l.» (ci-après la «Société») qui sera régie par la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée (la «Loi»), ainsi que par les présents statuts.

#### **Art. 2. Objet.**

2.1 La Société a pour objet la détention de participations, sous quelque forme que ce soit, dans des sociétés luxembourgeoises et étrangères et de toute autre forme de placement, l'acquisition par achat, souscription ou de toute autre manière, de même que le transfert par vente, échange ou toute autre manière de valeurs mobilières de tout type, ainsi que l'administration, la gestion, le contrôle et la mise en valeur de son portefeuille de participations.

2.2 La Société peut également garantir, accorder des sûretés, accorder des prêts ou assister de toute autre manière des sociétés dans lesquelles elle détient une participation directe ou indirecte ou un droit de quelque nature que ce soit ou qui font partie du même groupe de sociétés que la Société.

2.3 Excepté par voie d'appel publique à l'épargne, la Société peut lever des fonds en faisant des emprunts sous toute forme ou en émettant toute sorte d'obligations, de titres ou d'instruments de dettes, d'obligations garanties ou non garanties, et d'une manière générale en émettant des valeurs mobilières de tout type.

2.4 La Société a également la possibilité d'agir en tant qu'associée ou actionnaire à responsabilité illimitée ou limitée pour les dettes et les obligations de toute entité luxembourgeoise ou étrangère.

2.5 L'objet de la Société est également (i) l'acquisition par achat, l'enregistrement ou de toute autre manière ainsi que le transfert par la vente, l'échange ou autre de droits de propriété intellectuelle et industrielle, (ii) l'octroi de licence sur de tels droits de propriété intellectuelle et industrielle, et (iii) la détention et la gestion de droits de propriété intellectuelle et industrielle.

2.6 La Société peut exercer toute activité de nature commerciale, financière, immobilière ou de propriété intellectuelle qu'elle estime utile pour l'accomplissement de ces objets.

### **Art. 3. Durée.**

3.1 La Société est constituée pour une durée illimitée.

3.2 Elle peut être dissoute à tout moment et sans cause par une décision de l'assemblée générale des associés, adoptée selon les conditions requises pour une modification des présents statuts.

### **Art. 4. Siège social.**

4.1 Le siège social de la Société est établi dans la ville de Luxembourg, Grand-Duché de Luxembourg.

4.2 Le siège social peut être transféré au sein de la même commune par décision du conseil de gérance. Il peut être transféré dans toute autre commune du Grand-Duché de Luxembourg par décision de l'assemblée générale des associés, adoptée selon les conditions requises pour une modification des présents statuts.

4.3 Des succursales ou bureaux peuvent être créés, tant au Grand-Duché de Luxembourg qu'à l'étranger, par décision du conseil de gérance.

4.4 Dans l'hypothèse où le conseil de gérance estimerait que des événements exceptionnels d'ordre politique, économique ou social ou des catastrophes naturelles se sont produits ou seraient imminents, de nature à interférer avec l'activité normale de la Société à son siège social, il pourra transférer provisoirement le siège social à l'étranger jusqu'à la cessation complète de ces circonstances exceptionnelles; ces mesures provisoires n'auront toutefois aucun effet sur la nationalité de la Société, laquelle, nonobstant ce transfert provisoire, restera luxembourgeoise.

## **B. Capital social - Parts sociales**

### **Art. 5. Capital social.**

5.1 Le capital social de la Société est fixé à douze mille cinq cents euros (EUR 12.500), représenté par douze mille cinq cents (12.500) parts sociales ayant une valeur nominale d'un euro (EUR 1) chacune. Le capital social de la Société peut être augmenté ou réduit par une décision de l'assemblée générale des associés de la Société, adoptée selon les modalités requises pour la modification des présents statuts.

5.2 La Société peut racheter ses propres parts sociales.

### **Art. 6. Parts sociales.**

6.1 Le capital social de la Société est divisé en parts sociales ayant chacune la même valeur nominale.

6.2 Les parts sociales de la Société sont nominatives.

6.3 La Société peut avoir un ou plusieurs associés.

6.4 Le décès, la suspension des droits civils, la dissolution, la liquidation, la faillite ou l'insolvabilité ou tout autre événement similaire d'un des associés n'entraînera pas la dissolution de la Société.

### **Art. 7. Registre des parts sociales - Transfert des parts sociales.**

7.1 Un registre des parts sociales est tenu au siège social de la Société où il est mis à disposition de chaque associé pour consultation. Ce registre contient toutes les informations requises par la Loi. Des certificats d'inscription peuvent être émis sur demande et aux frais de l'associé demandeur.

7.2 La Société ne reconnaît qu'un seul titulaire par part sociale. Les copropriétaires indivis nommeront un représentant unique qui les représentera vis-à-vis de la Société. La Société a le droit de suspendre l'exercice de tous les droits relatifs à cette part sociale, jusqu'à ce qu'un tel représentant ait été désigné.

7.3 Les parts sociales sont librement cessibles entre associés.

7.4 Inter vivos, les parts sociales seront uniquement transférables à de nouveaux associés sous réserve qu'une telle cession ait été approuvée par les associés représentant une majorité des trois quarts du capital social.

7.5 Toute cession de parts sociales est opposable à la Société et aux tiers sur notification de la cession à, ou après l'acceptation de la cession par la Société conformément aux dispositions de l'article 1690 du Code civil.

7.6 En cas de décès, les parts sociales de l'associé décédé pourront être uniquement transférées au nouvel associé sous réserve qu'un tel transfert ait été approuvé par les associés survivants représentant les trois quarts des droits des survivants.

Un tel agrément n'est cependant pas requis dans l'hypothèse où les parts sociales sont transférées soit aux ascendants, descendants ou au conjoint survivant ou à tout autre héritier légal de l'associé décédé.

### C. Décisions des associés

#### Art. 8. Décisions collectives des associés.

8.1 L'assemblée générale des associés est investie des pouvoirs qui lui sont expressément réservés par la Loi et par les présents statuts.

8.2 Chaque associé a la possibilité de participer aux décisions collectives quel que soit le nombre de parts sociales qu'il détient.

8.3 Dans l'hypothèse où et tant que la Société n'a pas plus de vingt-cinq (25) associés, des décisions collectives qui relèveraient d'ordinaire de la compétence de l'assemblée générale, pourront être valablement adoptées par voie de décisions écrites. Dans une telle hypothèse, chaque associé recevra le texte de ces résolutions ou des décisions à adopter expressément formulées et votera par écrit.

8.4 En cas d'associé unique, cet associé exercera les pouvoirs dévolus à l'assemblée générale des associés en vertu des dispositions de la section XII de la Loi et des présents statuts. Dans cette hypothèse, toute référence faite à «l'assemblée générale des associés» devra être entendue comme une référence à l'associé unique selon le contexte et le cas échéant et les pouvoirs conférés à l'assemblée générale des associés seront exercés par l'associé unique.

**Art. 9. Assemblées générales des associés.** Dans l'hypothèse où la Société aurait plus de vingt-cinq (25) associés, une assemblée générale des associés devra être tenue au minimum dans les six (6) mois suivant la fin de l'exercice social au Luxembourg au siège social de la Société ou à tout autre endroit tel que précisé dans la convocation à cette assemblée générale. D'autres assemblées générales d'associés pourront être tenues aux lieux et heures indiquées dans les convocations aux assemblées générales correspondantes. Si tous les associés sont présents ou représentés à l'assemblée générale des associés et renoncent aux formalités de convocation, l'assemblée pourra être tenue sans convocation ou publication préalable.

#### Art. 10. Quorum et vote.

10.1 Chaque associé a un nombre de voix égal au nombre de parts qu'il détient.

10.2 Sous réserve d'un quorum plus élevé prévu par les présents statuts ou la Loi, les décisions collectives des associés de la Société ne seront valablement adoptées que pour autant qu'elles auront été adoptées par des associés détenant plus de la moitié du capital social.

**Art. 11. Changement de nationalité.** Les associés ne peuvent changer la nationalité de la Société qu'avec le consentement unanime des associés.

**Art. 12. Modification des statuts.** Toute modification des statuts requiert l'accord d'une (i) majorité des associés (ii) représentant au moins les trois quarts du capital social.

### D. Gérance

#### Art. 13. Pouvoirs du gérant unique - Composition et pouvoirs du conseil de gérance.

13.1 La Société peut être gérée par un ou plusieurs gérants. Si la Société a plusieurs gérants, les gérants forment un conseil de gérance.

13.2 Lorsque la Société est gérée par un gérant unique, le cas échéant et lorsque le terme «gérant unique» n'est pas expressément mentionné dans ces statuts, une référence au «conseil de gérance» dans ces statuts devra être entendue comme une référence au «gérant unique».

13.3 Le conseil de gérance est investi des pouvoirs les plus étendus pour agir au nom de la Société et pour prendre toute mesure nécessaire ou utile pour l'accomplissement de l'objet social de la Société, à l'exception des pouvoirs réservés par la Loi ou par les présents statuts à l'assemblée générale des associés.

#### Art. 14. Nomination, révocation des gérants et durée du mandat des gérants.

14.1 Le(s) gérant(s) est (sont) nommé(s) par l'assemblée générale des associés qui détermine sa (leur) rémunération et la durée de son (leur) mandat. L'assemblée générale des associés peut décider de nommer des gérants de catégories différentes, à savoir des gérants de catégorie A (les «Gérants de Catégorie A») et des gérants de catégorie B (les «Gérants de Catégorie B»). Toute référence faite ci-après aux «gérants» doit s'interpréter comme une référence aux Gérants de Catégorie A et/ou Gérants de Catégorie B en fonction du contexte et le cas échéant.

14.2 Le(s) gérant(s) est (sont) nommé(s) et peu(ven)t être librement révoqué(s) à tout moment, sans motif, par une décision des associés représentant plus de la moitié du capital social de la Société.

#### Art. 15. Vacance d'un poste de gérant.

15.1 Dans l'hypothèse où un poste de gérant deviendrait vacant suite au décès, à l'incapacité juridique, la faillite, la démission ou pour tout autre motif, cette vacance peut être pourvue de manière temporaire et pour une période ne pouvant excéder celle du mandat initial du gérant remplacé par les gérants restants jusqu'à la prochaine assemblée des associés appelée à statuer sur la nomination permanente, conformément aux dispositions légales applicables.

15.2 Dans l'hypothèse où la vacance survient alors que la Société est gérée par un gérant unique, cette vacance est comblée sans délai par l'assemblée générale des associés.

#### **Art. 16. Convocation aux réunions du conseil de gérance.**

16.1 Le conseil de gérance se réunit sur convocation de deux (2) gérants. Les réunions du conseil de gérance sont tenues au siège social de la Société sauf indication contraire dans la convocation à la réunion.

16.2 Avis écrit de toute réunion du conseil de gérance doit être donné aux gérants au minimum vingt-quatre (24) heures à l'avance par rapport à l'heure fixée dans la convocation, sauf en cas d'urgence, auquel cas la nature et les motifs d'une telle urgence seront mentionnées dans la convocation. Une telle convocation peut être omise en cas d'accord écrit de chaque gérant, par télécopie, courrier électronique ou par tout autre moyen de communication. Une copie d'un tel document signé constituera une preuve suffisante d'un tel accord. Aucune convocation préalable ne sera exigée pour un conseil de gérance dont le lieu et l'heure auront été déterminés par une décision adoptée lors d'un précédent conseil de gérance, communiquée à tous les membres du conseil de gérance.

16.3 Aucune convocation préalable ne sera requise dans l'hypothèse où tous les gérants seront présents ou représentés à un conseil de gérance et renonceraient aux formalités de convocation ou dans l'hypothèse de décisions écrites et approuvées par tous les membres du conseil de gérance.

#### **Art. 17. Conduite des réunions du conseil de gérance.**

17.1 Le conseil de gérance peut élire un président du conseil de gérance parmi ses membres. Il peut également désigner un secrétaire, qui peut ne pas être membre du conseil de gérance et qui sera chargé de tenir les procès-verbaux des réunions du conseil de gérance.

17.2 Le président du conseil de gérance, le cas échéant, préside toutes les réunions du conseil de gérance. En son absence, le conseil de gérance peut nommer provisoirement un autre gérant comme président temporaire par un vote à la majorité des voix présentes ou représentées à la réunion.

17.3 Tout gérant peut se faire représenter à toute réunion du conseil de gérance en désignant tout autre gérant comme son mandataire par écrit, ou par télécopie, courrier électronique ou tout autre moyen de communication, 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.

17.4 Les réunions du conseil de gérance peuvent également se tenir par téléconférence ou vidéoconférence ou par tout autre moyen de communication similaire permettant à toutes les personnes y participant de s'entendre mutuellement sans discontinuité et garantissant une participation effective à cette réunion. La participation à une réunion par ces moyens équivaut à une participation en personne et la réunion tenue par de tels moyens de communication est réputée s'être tenue au siège social de la Société.

17.5 Le conseil de gérance ne peut délibérer ou agir valablement que si au moins la majorité de ses membres est présente ou représentée à une réunion du conseil de gérance. Dans l'hypothèse où l'assemblée générale des associés a nommé des gérants de catégories différentes, le conseil de gérance ne peut délibérer ou agir valablement que si au moins un (1) Gérant de Catégorie A et un (1) Gérant de Catégorie B est présent ou représenté à la réunion du conseil de gérance.

17.6 Les décisions sont prises à la majorité des voix des gérants présents ou représentés à chaque réunion du conseil de gérance. Dans l'hypothèse où l'assemblée générale des associés a nommé des gérants de catégories différentes, les décisions doivent être adoptées par une majorité de gérants présents ou représentés comprenant au moins un (1) Gérant de Catégorie A et un (1) Gérant de Catégorie B. Le président du conseil de gérance, le cas échéant, ne dispose pas d'une voix prépondérante.

17.7 Le conseil de gérance peut, à l'unanimité, prendre des décisions par voie circulaire en exprimant son approbation par écrit, par télécopie, courrier électronique ou par tout autre moyen de communication. Chaque gérant peut exprimer son consentement séparément, l'ensemble des consentements attestant de l'adoption des décisions. La date de ces décisions sera la date de la dernière signature.

#### **Art. 18. Procès-verbaux des réunions du conseil de gérance; procès-verbaux des décisions du gérant unique.**

18.1 Les procès-verbaux de toutes les réunions du conseil de gérance seront signés par (i) le président, le cas échéant, ou, en son absence, par le président temporaire, et le secrétaire, le cas échéant, ou (ii) par un (1) Gérant de Catégorie A et un (1) Gérant de Catégorie B, 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 le président le cas échéant, ou par un (1) Gérant de Catégorie A et un (1) Gérant de Catégorie B, le cas échéant.

18.2 Les décisions du gérant unique sont retranscrites dans des procès-verbaux qui seront signés 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.

#### **Art. 19. Rapports avec les tiers.**

19.1 La Société sera valablement engagée vis-à-vis des tiers en toutes circonstances (i) par la signature du gérant unique, ou, (ii) si la Société a plusieurs gérants, ou, (ii) par la signature conjointe d'un (1) Gérant de Catégorie A et d'un (1) Gérant de Catégorie B, le cas échéant, ou (ii) la signature conjointe ou la seule signature de toute(s) personne(s) à laquelle/ auxquelles pareil pouvoir de signature aura été délégué par le conseil de gérance, dans les limites de cette délégation.

## E. Audit et surveillance

### Art. 20. Commissaire(s) - réviseur(s) d'entreprises agréé(s).

20.1 Dans l'hypothèse où, et tant que la Société aura plus de vingt-cinq (25) associés, les opérations de la Société seront surveillées par un ou plusieurs commissaires. L'assemblée générale des associés désigne les commissaires et détermine la durée de leurs fonctions.

20.2 Un commissaire pourra être révoqué à tout moment, sans préavis et sans motif, par l'assemblée générale des associés.

20.3 Le commissaire a un droit illimité de surveillance et de contrôle permanents sur toutes les opérations de la Société.

20.4 Si les associés de la Société désignent un ou plusieurs réviseurs d'entreprises agréés conformément à l'article 69 de la loi du 19 décembre 2002 concernant le registre de commerce et des sociétés ainsi que la comptabilité et les comptes annuels des entreprises, telle que modifiée, la fonction de commissaire sera supprimée.

20.5 Le réviseur d'entreprises agréé ne pourra être révoqué par l'assemblée générale des associés que pour juste motif ou avec son accord.

## F. Exercice social - Comptes annuels - Affectation des bénéfices - Acomptes sur dividendes

**Art. 21. Exercice social.** L'exercice social de la Société commence le premier janvier de chaque année et se termine le trente-et-un décembre de la même année.

### Art. 22. Comptes annuels - Distribution des bénéfices.

22.1 Au terme de chaque exercice social, les comptes sont clôturés et le conseil de gérance dresse un inventaire de l'actif et du passif de la Société, le bilan et le compte de profits et pertes, conformément à la loi.

22.2 Sur les bénéfices annuels nets de la Société, cinq pour cent (5%) au moins seront affectés à la réserve légale. Cette affectation cessera d'être obligatoire dès que et tant que le montant total de la réserve légale de la Société atteindra dix pour cent (10%) du capital social de la Société.

22.3 Les sommes apportées à une réserve de la Société peuvent également être affectées à la réserve légale.

22.4 En cas de réduction du capital social, la réserve légale de la Société pourra être réduite en proportion afin qu'elle n'excède pas dix pour cent (10%) du capital social.

22.5 Sur proposition du conseil de gérance, l'assemblée générale des associés décide de l'affectation du solde des bénéfices distribuables de la Société conformément à la Loi et aux présents statuts.

22.6 Les distributions aux associés sont effectuées en proportion du nombre de parts sociales qu'ils détiennent dans la Société.

### Art. 23. Acomptes sur dividendes - Prime d'émission et primes assimilées.

23.1 Le conseil de gérance peut décider de distribuer des acomptes sur dividendes sur la base d'un état comptable intermédiaire préparé par le conseil de gérance et faisant apparaître que des fonds suffisants sont disponibles pour être distribués. Le montant destiné à être distribué ne peut excéder les bénéfices réalisés depuis la fin du dernier exercice social pour lequel les comptes annuels ont été approuvés, augmentés des bénéfices reportés et des réserves distribuables, mais diminués des pertes reportées et des sommes destinées à être affectées à une réserve dont la Loi ou les présents statuts interdisent la distribution.

23.2 Toute prime d'émission, prime assimilée ou réserve distribuable peut être librement distribuée aux associés conformément à la Loi et aux présents statuts.

## G. Liquidation

### Art. 24. Liquidation.

24.1 En cas de dissolution de la Société conformément à l'article 3.2 des présents statuts, la liquidation sera effectuée par un ou plusieurs liquidateurs nommés par l'assemblée générale des associés ayant décidé de cette dissolution et qui fixera les pouvoirs et émoluments de chacun des liquidateurs. Sauf disposition contraire, les liquidateurs disposeront des pouvoirs les plus étendus pour la réalisation de l'actif et du passif de la Société.

24.2 Le surplus résultant de la réalisation de l'actif et du passif sera distribué entre les associés au prorata de leur participation.

## H. Disposition finale - Loi applicable

**Art. 25. Loi applicable.** Tout ce qui n'est pas régi par les présents statuts, sera déterminé en conformité avec la Loi.

### *Dispositions transitoires*

1. Le premier exercice social commence le jour de la constitution de la Société et se terminera le 31 décembre 2016.
2. Des acomptes sur dividendes pourront être distribués pendant le premier exercice social de la Société.

### *Souscription et paiement*

Les douze mille cinq cent (12.500) parts sociales émises ont été souscrites par NSIG Europe Holding S.à r.l., susmentionnée, pour un prix de douze mille cinq cent euros (EUR 12.500,-).

Toutes les parts sociales ainsi souscrites ont été intégralement libérées par voie d'apport en numéraire, de sorte que le montant de douze mille cinq cents euros (EUR 12.500) est dès à présent à la disposition de la Société, ce dont il a été justifié au notaire soussigné.

L'apport global d'un montant de douze mille cinq cent euros (EUR 12.500) est entièrement affecté au capital social.

*Frais*

Le montant des dépenses, frais, rémunérations ou charges, sous quelque forme que ce soit, qui incombent à la Société ou qui sont mis à sa charge en raison de sa constitution est évalué à environ mille quatre cents euros (EUR 1.400,-).

*Résolutions des associés*

L'associé fondateur, représentant l'intégralité du capital social de la Société et ayant renoncé aux formalités de convocation, a adopté les résolutions suivantes:

1. L'adresse du siège social de la Société est établie au 19, rue de Bitbourg, L-1273 Luxembourg, Grand-Duché de Luxembourg.

2. Les personnes suivantes sont nommées gérants pour une durée illimitée:

(i) Weidong REN, né en Chine le 02 novembre 1970, résidant professionnellement à Building 3, NO.755 Xingbang Rd., Shanghai, R.P. Chine est nommé(e) Gérant de Catégorie A;

(ii) Wei LI, né en Chine le 29 septembre 1971, résidant professionnellement à Building 3, NO.755 Xingbang Rd., Shanghai, R.P. Chine est nommé(e) Gérant de Catégorie A;

(iii) Olivier HAMOU, né à Levallois-Perret (France) le 19 décembre 1973, résidant professionnellement à 19, rue Bitbourg, L-1273 Luxembourg est nommé Gérant de Catégorie B; et

(iv) Elvin MONTES, né à Jiabong W Samar (Philippines) le 12 avril 1982, résidant professionnellement à 19, rue Bitbourg, L-1273 Luxembourg est nommé Gérant de Catégorie B.

Dont acte, fait et passé à Luxembourg, à la date figurant en tête des présentes.

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

L'acte ayant été lu au mandataire de la partie comparante, connu du notaire instrumentant par nom, prénom, et résidence, ledit mandataire de la comparante a signé avec le notaire le présent acte.

Signé: X. Tang, M. Loesch.

Enregistré à Grevenmacher Actes Civils, le 29 mars 2016. GAC/2016/2504. Reçu soixante-quinze euros. 75,00 €.

*Le Receveur (signé): G. SCHLINK.*

Pour expédition conforme,

Mondorf-les-Bains, le 4 avril 2016.

Référence de publication: 2016087917/544.

(160055864) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 avril 2016.

**E.P. Véhicules S.A., Société Anonyme.**

Siège social: L-4832 Rodange, 408, route de Longwy.

R.C.S. Luxembourg B 65.011.

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EXTRAIT

En date du 22 mars 2016 l'Assemblée Générale a:

- Renouvelé le mandat de Monsieur Michel Vlahovic, demeurant professionnellement au 408, route de Longwy L-4832 Rodange, né le 27 janvier 1972, en tant que membre du conseil d'administration. Son mandat prendra fin lors de l'assemblée générale qui se tiendra en l'année 2022.

- Renouvelé le mandat de José Costa, demeurant professionnellement au 408, route de Longwy L-4832 Rodange, né le 20 juin 1963, en tant que membre du conseil d'administration. Son mandat prendra fin lors de l'assemblée générale qui se tiendra en l'année 2022.

- Renouvelé le mandat de Madame Nathalie Vlahovic, demeurant professionnellement au 408, route de Longwy L-4832 Rodange, née le 28 décembre 1969, en tant que membre du conseil d'administration. Son mandat prendra fin lors de l'assemblée générale qui se tiendra en l'année 2022.

- Renouvelé le mandat de Monsieur Michel Vlahovic, demeurant professionnellement au 408, route de Longwy L-4832 Rodange, né le 27 janvier 1972, en tant qu'administrateur délégué. Son mandat prendra fin lors de l'assemblée générale qui se tiendra en l'année 2022.

- Renouvelé le mandat de la Fiduciaire Scheiwen Nickels & Associés S.à r.l., ayant son siège social à 13-15, Breedewues L-1259 Senningerberg, inscrite auprès du Registre de Commerce et des Sociétés Luxembourg sous le numéro B 55.475, en tant que commissaire. Son mandat prendra fin lors de l'assemblée générale qui se tiendra en l'année 2022.

Senningerberg, le 20 avril 2016.

*Pour la société*

*Mandataire*

Référence de publication: 2016098189/27.

(160069175) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 avril 2016.

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**E.V.G. (Ergon Vehicle Gulliver) S.A., Société Anonyme.**

Siège social: L-1820 Luxembourg, 10, rue Antoine Jans.

R.C.S. Luxembourg B 195.727.

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EXTRAIT

Il résulte du procès-verbal de l'Assemblée Générale Ordinaire tenue le 15 avril 2016 que:

Sont réélus pour un an:

Monsieur Wolfgang de Limburg Stirum, demeurant 24, Avenue Marnix, à B-1000 Bruxelles, en qualité d'administrateur de classe A;

Monsieur John Mansvelt, demeurant 24, Avenue Marnix, B-1000 Bruxelles, en qualité d'administrateur de classe A;

Monsieur Massimo Longoni, demeurant à L-2526 Luxembourg, 10, rue Mathieu Lambert Schrobilgen, en qualité d'administrateur de classe B, Président du Conseil d'Administration et administrateur-délégué;

Madame Valérie Ravizza, avec adresse professionnelle 19, Boulevard Grande Duchesse Charlotte, L-1331 Luxembourg en qualité d'administrateur de classe B.

Monsieur Judicael Mounquenguy, avec adresse professionnelle 10, rue Antoine Jans, L-1820 Luxembourg en qualité d'administrateur de classe B;

Monsieur Marcel Stephany, avec adresse professionnelle 23, cité Aline Mayrisch, L-7268 Bereldange, en qualité de commissaire.

Leurs mandats prendront fin à l'issue de l'Assemblée Générale Ordinaire qui se tiendra en 2017.

Référence de publication: 2016098190/22.

(160068917) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 avril 2016.

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**Fox International Europe Luxembourg S.C.S., Société en Commandite simple.**

**Capital social: EUR 4.000.000,00.**

Siège social: L-1931 Luxembourg, 13-15, avenue de la Liberté.

R.C.S. Luxembourg B 110.113.

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Veuillez prendre note que l'associé Fox International Channels (US), Inc. réside désormais au 1209 Orange Street, Wilmington 19801 Delaware (États-Unis).

Pour avis sincère et conforme

*Pour Intertrust (Luxembourg) S.à r.l.*

*Un mandataire*

Référence de publication: 2016090719/12.

(160059286) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 avril 2016.

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

Siège social: L-2311 Luxembourg, 3, avenue Pasteur.

R.C.S. Luxembourg B 44.343.

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Le Bilan au 30.11.2015 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.

Signature.

Référence de publication: 2016098036/10.

(160069041) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 avril 2016.

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