

MEMORIAL

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Luxembourg



MEMORIAL

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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° 1546

12 juillet 2011

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Adra Market S.à r.l., Société à responsabilité limitée.

Siège social: L-4140 Esch-sur-Alzette, 21, rue Victor Hugo.

R.C.S. Luxembourg B 93.133.

Les comptes annuels au 31/12/2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Pour la société

Fiduciaire VBM

Experts comptables et fiscaux

Signature

Référence de publication: 2011067776/13.

(110076424) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Mezzanove Capital (SCA) SICAR, Société en Commandite par Actions sous la forme d'une Société d'Investissement en Capital à Risque.

Siège social: L-1855 Luxembourg, 51, avenue J.F. Kennedy.

R.C.S. Luxembourg B 111.082.

Le bilan au 31 Décembre 2010 a été déposé au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Le 13/05/11.

Mezzanove Capital (SCA) SICAR

51, avenue J F Kennedy

L-1855 Luxembourg

Signature

Référence de publication: 2011068524/15.

(110075311) Déposé au registre de commerce et des sociétés de Luxembourg, le 17 mai 2011.

Agihold Europe, Société Anonyme.

Siège social: L-1836 Luxembourg, 23, rue Jean Jaurès.

R.C.S. Luxembourg B 134.545.

La version abrégée du bilan au 31 janvier 2011 a été déposée au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Dandois & Meynial

Référence de publication: 2011067777/10.

(110076699) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Androcles, Société à responsabilité limitée.**Capital social: EUR 12.500,00.**

Siège social: L-2453 Luxembourg, 19, rue Eugène Ruppert.

R.C.S. Luxembourg B 84.323.

Les comptes annuels au 31 décembre 2008 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Extrait sincère et conforme

ANDROCLES

Signature

Référence de publication: 2011067790/13.

(110076349) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

European Office Income Venture, Société en Commandite par Actions.

Capital social: EUR 8.122.770,00.

Siège social: L-1331 Luxembourg, 21, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 97.347.

In the year two thousand and eleven, on the twenty-seventh day of April,

Before Maître Gérard LECUIT, notary residing in Luxembourg (Grand Duchy of Luxembourg),

Was held an extraordinary general meeting of the shareholders (the "Meeting") of European Office Income Venture, a société en commandite par actions, governed by the laws of Luxembourg, with registered office at 21, Boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg (Grand Duchy of Luxembourg), incorporated on 31 October 2003 pursuant to a deed of the undersigned notary, published in the Mémorial C, Recueil des Sociétés et Associations, number 4 of 2 January 2004, whose articles of association have been last amended pursuant to a deed of the same notary on 8 April 2010 published in the Mémorial C, Recueil des Sociétés et Associations, number 1083 of 22 May 2010 and registered with the Trade Registrar at Luxembourg, under the number B-97.347 (the "Company").

The Meeting was declared open at 11.30 a.m. and was presided by Mr. Benoit TASSIGNY, lawyer, residing in B-Nothomb.

The chairman appointed Mr Mustafa NEZAR, lawyer, residing in F-Russange, as secretary of the Meeting.

Mrs Nicole HOFFMANN, private employee, residing professionally in Luxembourg is elected as scrutineer by the Meeting.

The chairman declared and requested the notary to record that:

I. The meeting has been convened at this date and time by convening notice sent to each shareholder (all in registered form) by registered letter on April 8, 2011:

A copy of such convening notices has been given to the board of the meeting

II. The agenda of the Meeting is as follows

Agenda

1. To extend the duration of the Company from its current limited duration ending on 4 May 2012 to a new limited duration ending on 4 May 2013.

2. Proposition to restate article 4 of the Articles of Association of the Company as follows:

“ **Art. 4. Duration.** The Company is formed for a limited duration ending on 4 May 2013.”

3. Miscellaneous.

III. The names of the shareholders and the number of shares held by each of them are indicated in an attendance list signed by the shareholders present, the proxies of the shareholders represented and by the members of the board of the Meeting; such attendance list and proxies will remain attached to the original of these minutes to be registered with this deed.

IV. It appears from the said attendance list that out of the issued share capital all 80,000 class A shares are represented and that out of the 5,335,180 issued class B shares 4,097,636 class B shares are represented at the Meeting. The Meeting is so validly constituted and may validly resolve on its agenda known to all the shareholders present or represented, all the shareholders of the Company being represented at the Meeting.

V. The Meeting then, after having duly acknowledged the statements made by the Chairman, adopted the following sole resolution:

Sole resolution

The Meeting resolved to extend the duration of the Company from its current limited duration ending on 4 May 2012 to a new limited duration ending on 4 May 2013, and to restate article 4 of the articles of association of the Company as follows:

“ **Art. 4. Duration.** The Company is formed for a limited duration ending on 4 May 2013.”

The resolution was adopted as follows:

Voting in favour:	80.000 class A shares and 3,272,609 class B shares
Voting against:	825,027 class B shares
Abstaining:	nil

Expenses

The expenses, costs, fees and charges of any kind whatsoever which will have to be borne by the Company as a result of this deed are estimated at approximately one thousand four hundred Euro (EUR 1,400).

Nothing else being in the agenda, the meeting was closed at 11.45 a.m.

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

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

The document having been read to the appearing parties in Luxembourg, who are each known to the notary, by their surnames, first names, civil status and residences, have signed together with the notary the present original deed.

Suit la traduction française du texte qui précède

L'an deux mille onze, le vingt-sept avril.

Par devant, Maître Gérard LECUIT, notaire de résidence à Luxembourg (Grand-Duché de Luxembourg),

S'est réunie une assemblée générale extraordinaire des actionnaires (l'«Assemblée») de European Office Income Venture, une société en commandite par actions, constituée et régie selon le droit luxembourgeois, ayant son siège social au 21, Boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg (Grand Duché de Luxembourg), constituée suivant acte du notaire soussigné, le 31 octobre 2003, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 4 du 2 janvier 2004, dont les statuts furent modifiés pour la dernière fois par acte du même notaire le 8 avril 2010, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 1083, du 22 mai 2010 et inscrite au Registre du Commerce et des Sociétés de Luxembourg sous le numéro B-97.347 (la «Société»).

L'Assemblée est déclarée ouverte à 11.30 heures et est présidée par Monsieur Benoit TASSIGNY, juriste, demeurant à B-Nothomb.

Le Président désigne comme secrétaire Monsieur Mustafa NEZAR, juriste, demeurant à F-Russange.

L'Assemblée élit aux fonctions de scrutateur Madame Nicole HOFFMANN, employée privée, demeurant professionnellement à Luxembourg.

Le bureau de l'Assemblée étant ainsi constitué, le Président déclare et demande au notaire d'acter que:

I. Que l'assemblée a été convoquée par lettre de convocation envoyée à chaque actionnaire (toutes les actions étant sous forme nominative) par lettre recommandée le 8 avril 2011.

Une copie de ces lettres de convocation a été déposée auprès du bureau de l'assemblée.

II. L'ordre du jour de l'Assemblée est le suivant:

Ordre du jour

1. Prorogation de la durée de la Société qui se termine le 4 mai 2012 pour une nouvelle période qui se terminera le 4 mai 2013.

2. Proposition de modification de l'article 4 des statuts de la Société comme suit:

« **Art. 4. Durée.** La Société est constituée pour une durée limitée qui se termine le 4 mai 2013.»

3. Divers.

III. Les noms des actionnaires et le nombre des actions détenues par chacun d'eux sont renseignés sur une liste de présence signée par les actionnaires présents, par les mandataires des actionnaires représentés et par les membres du bureau. Cette liste de présence ainsi que les procurations resteront annexées à l'original du présent acte pour être soumises avec celui-ci aux formalités de l'enregistrement.

IV. Il résulte de cette liste de présence que sur l'intégralité du capital social émis, toutes les 80.000 actions de la classe A sont représentées et que sur les 5.335.180 actions émis de la classe B 4.097.636 actions de la classe B sont représentées à l'Assemblée. L'Assemblée est par conséquent régulièrement constituée et peut valablement délibérer sur son ordre du jour connu de tous les actionnaires présents ou représentés, tous les actionnaires de la Société étant représentés à l'Assemblée.

IV. L'Assemblée, après avoir dûment pris connaissance des explications faites par le Président, a ensuite adopté la résolution unique suivante:

Résolution unique

L'Assemblée a décidé de proroger la durée de la Société de sa durée actuelle qui se termine le 4 mai 2012 en une nouvelle durée limitée qui se termine le 4 mai 2013, et décide de modifier en conséquence l'article 4 des statuts de la Société comme suit:

« **Art. 4. Durée.** La Société est constituée pour une durée limitée qui se termine le 4 mai 2013.»

La résolution a été adoptée de la façon suivante:

Votes pour:	80.000 actions de classe A et 3.272.609 actions de classe B
Votes contre:	825.027 actions de classe B
Abstentions:	aucune.

Frais

Les frais, dépenses, rémunérations et charges quelconques qui incombent à la Société des suites de cet acte sont estimés à environ mille quatre cents euros (1.400 EUR).

Plus rien n'étant à l'ordre du jour, la séance est levée à 11.45 heures.

Le notaire soussigné, qui connaît la langue anglaise, déclare par la présente qu'à la demande des comparants ci-avant, le présent acte est rédigé en langue anglaise, le texte étant suivi d'une version française, et qu'à la demande des mêmes comparants, en cas de divergences entre le texte anglais et le texte français, la version anglaise primera.

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

Et après lecture faite et interprétation donnée aux comparants, qui sont connus du notaire par leurs noms, prénoms, profession et résidence, lesdits comparants ont signé avec le notaire le présent acte.

Signé: B. TASSIGNY, M. NEZAR, N. HOFFMANN, G. LECUIT.

Enregistré à Luxembourg Actes Civils, le 4 mai 2011. Relation: LAC/2011/20332. Reçu soixante-quinze euros (EUR 75,-).

Le Receveur (signé): F. SANDT.

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

Luxembourg, le 11 mai 2011.

Référence de publication: 2011064160/124.

(110072323) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 mai 2011.

Agihold Global, Société Anonyme.

Siège social: L-1836 Luxembourg, 23, rue Jean Jaurès.

R.C.S. Luxembourg B 134.546.

Le bilan abrégé au 31 mars 2011 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Dandois & Meynial

Référence de publication: 2011067778/10.

(110076698) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Agihold S.A., Société Anonyme.

Siège social: L-1836 Luxembourg, 23, rue Jean Jaurès.

R.C.S. Luxembourg B 129.332.

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

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

Dandois & Meynial

Référence de publication: 2011067779/10.

(110076700) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Arg Real Estate 2 S.à r.l., Société à responsabilité limitée.

Capital social: EUR 183.500,00.

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

R.C.S. Luxembourg B 124.700.

Veuillez prendre note que le siège social de l'un des associés de la Société, Peakside European Holdco S.à r.l., est comme suit:

- 18-20, rue Edward Steichen, L-2540 Luxembourg, Grand-Duché du Luxembourg.

Veuillez également prendre note que l'adresse professionnelle du gérant A de la Société, Mme Janina Messinger a changé et est désormais comme suit:

- 8th Floor, 1 Knightsbridge Green, GB - SW1X 7NE Londres.

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

Arg Real Estate 2 S.à r.l.
Jean-Jacques Josset
Gérant B

Référence de publication: 2011068779/18.

(110073764) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 mai 2011.

Agrotrade S.A., Société Anonyme.

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

R.C.S. Luxembourg B 139.556.

Les comptes annuels au 31/12/2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2011067780/10.

(110076130) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Libra Project 3 S.à r.l., Société à responsabilité limitée unipersonnelle.

Capital social: EUR 33.500,00.

Siège social: L-1118 Luxembourg, 23, rue Aldringen.

R.C.S. Luxembourg B 142.835.

EXTRAIT

En date du 13 avril 2011, la société Libra Project Parent S.à r.l., ayant son siège social sis au 23, rue Aldringen, L-1118 Luxembourg, Grand-Duché de Luxembourg, ayant un capital social de 33.500 EUR (trente trois mille cinq cents Euro), a transféré 3.015 (trois mille quinze) parts sociales à M. Mariusz Gnych, citoyen polonais né le 4 mars 1965 à Zgorzelec, Pologne, résidant à Ul. Gdanska 6/ 2, 59-100, Polkowice, Pologne et 335 (trois cent trente-cinq) parts sociales à Acteeum Poland B.V. une société constituée selon le droit des Pays-Bas, ayant son siège social sis à Zomerzorgelaan 50, 2061 CX Bloemendaal, Pays-Bas de sorte que l'actionariat de la société se compose désormais comme suit:

- M. Mariusz Gnych: 3.015 (trois mille quinze) parts sociales; et
- Acteeum Poland B.V.: 335 (trois cent trente-cinq) parts sociales.

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

Luxembourg, le 9 mai 2011.

Pour la Société

Jérôme Bouclier

Mandataire

Référence de publication: 2011069054/22.

(110074035) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 mai 2011.

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

Siège social: L-6740 Grevenmacher, 2, Kurzacht.

R.C.S. Luxembourg B 78.765.

Der Jahresabschluss zum 31. Dezember 2010 wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Luxembourg, den 18. Mai 2011.

Unterschrift.

Référence de publication: 2011067782/11.

(110076643) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Anciens Etablissements Aloyse Heidesch, s.à r.l., Société à responsabilité limitée.

Siège social: L-8821 Koetschette, 16, Zone Industrielle Riesenhof.

R.C.S. Luxembourg B 100.046.

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

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

Joseph HEIDESCH

Le gérant

Référence de publication: 2011067789/11.

(110076521) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

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

Siège social: L-8280 Kehlen, 18A, rue de Mamer.

R.C.S. Luxembourg B 83.092.

Les comptes annuels au 14 juillet 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Pour la société

Signatures

Gérant

Référence de publication: 2011067791/12.

(110076051) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Arcitro S.A.H., Société Anonyme.

Siège social: L-2530 Luxembourg, 4, rue Henri M. Schnadt.

R.C.S. Luxembourg B 118.239.

Les comptes annuels au 31 décembre 2006 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: 2011067794/9.

(110076208) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Arcitro S.A.H., Société Anonyme.

Siège social: L-2530 Luxembourg, 4, rue Henri M. Schnadt.

R.C.S. Luxembourg B 118.239.

Les comptes annuels au 31 décembre 2007 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: 2011067795/9.

(110076216) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

JAK, Jugend Association Kielen, Association sans but lucratif.

Siège social: L-8285 Kehlen, 31, rue des Champs.

R.C.S. Luxembourg F 8.729.

STATUTEN

Kapitel I. Name, Sitz und Dauer

Art. 1. Name, Rechtsform. Die Vereinigung trägt den Namen "Jugend Association Kielen", kurz "JAK".

Sie ist eine Vereinigung ohne Gewinnzweck gemäss dem abgeänderten Gesetz vom 21. April 1928.

Art. 2. Sitz. Die Vereinigung hat ihren Sitz in Kehlen.

Art. 3. Dauer. Die Dauer der Vereinigung ist unbegrenzt.

Kapitel II. Zweck und Gegenstand

Art. 4. Zweck und Gegenstand. Zweck der Vereinigung besteht darin, die Jugend der Gemeinde Kehlen zusammenzuschließen, das gesellschaftliche Zusammensein zu fördern und die Freundschaft zu pflegen.

Gegenstand der Vereinigung ist Veranstaltungen zum Zweck der Freizeitgestaltungen der Jugend.

Beziehungen freundschaftlicher Art zu allen anderen, besonders aber zu gleichartigen Vereinigungen und Organisationen.

Belebung und Förderung von Manifestationen und Veranstaltungen sowohl lokalen als auch nationalen Charakters.

JAK ist politisch und religiös neutral. Er darf keiner politischen Partei und keiner politischen oder religiösen Gruppe beitreten.

JAK ist gerne zur Zusammenarbeit mit den anderen Vereinen des Dorfes und der Gemeinde bereit. Zu den Aktivitäten kann durchaus auch eine gemeinsame Aktion mit anderen Jugendvereinen oder anderen Vereinigungen ausserhalb der Gemeinde gehören.

Kapitel III. Mitgliedschaft

Art. 5. Erwerb der Mitgliedschaft. Es wird zwischen aktiver Mitgliedschaft und Ehrenmitgliedschaft unterschieden.

Jeder Jugendliche zwischen 18 und 30 Jahren kann die aktive Mitgliedschaft erwerben. Die Mindestzahl aller Mitglieder ist zehn.

Ausschließlich Jugendliche dürfen nach Einverständnis des Verwaltungsrates dem Club beitreten, falls sie mindestens 18 Jahre alt sind.

Art. 6. Austritt und Ausschluss. Der Austritt und der Ausschluss von Mitgliedern wird durch Art. 12 des Gesetzes geregelt. Ausschlussgründe sind die Nichtentrichtung des Jahresbetrags innerhalb einer Frist von sechs Monaten sowie statutenwidriges Verhalten, welches der Vereinigung schadet. Jedes aktive Mitglied scheidet nach Vollenden des 30. Lebensjahres automatisch als aktives Mitglied aus.

Kapitel IV. Verwaltungsrat

Art. 7. Zusammensetzung. Die Vereinigung wird durch einen Verwaltungsrat geleitet.

Der Verwaltungsrat besteht im Prinzip aus neun gewählten aktiven Mitgliedern, die das 18. Lebensjahr abgeschlossen haben müssen. Die Generalversammlung kann mit einfacher Mehrheit beschließen, die Mitgliederzahl des Verwaltungsrates für die Dauer eines Jahres zu verringern.

Die Mitglieder des Verwaltungsrates sind auf ein Jahr gewählt. Jedes Jahr wird der Verwaltungsrat erneuert. Kandidaturerklärungen sind wenigstens drei Tage vor dem Wahltermin durch Einschreibebrief an die Geschäftsstelle der Vereinigung zu richten. Falls sich nicht genügend Kandidaten gemeldet haben, können Kandidaturerklärungen auch in der Generalversammlung erfolgen.

Art. 8. Präsident, Vizepräsident, Sekretär, Kassierer. Der Verwaltungsrat wählt aus seinen Mitgliedern einen Präsidenten und einen Vizepräsidenten. Er ernennt einen Sekretär und einen Kassierer, und teilt gegebenenfalls weiteren Vorstandsmitgliedern bestimmte Aufgabenbereiche zu.

Art. 9. Befugnisse und Bevollmächtigung. Dem Verwaltungsrat obliegt die Geschäftsführung und die Vertretung der Vereinigung bei allen gerichtlichen Verhandlungen.

Alles was nicht ausdrücklich der Generalversammlung durch die Satzung oder das Gesetz vorbehalten ist, fällt unter die Zuständigkeit des Verwaltungsrates. Für alle Handlungen genügen zur gültigen Vertretung der Vereinigung Dritten gegenüber, die gemeinsamen Unterschriften vom Präsidenten und vom Sekretär, bzw. die Unterschrift einer Person, welche dazu Prokura vom Verwaltungsrat erhalten hat

Art. 10. Einberufung. Der Verwaltungsrat tritt auf Einladung des Präsidenten oder drei der Verwaltungsratsmitglieder zusammen. Er ist beschlussfähig, wenn die Mehrheit seiner Mitglieder anwesend ist. Die Entscheidungen werden mit einfacher Mehrheit der Abstimmenden getroffen, wobei die Stimme des Präsidenten oder seines Stellvertreters bei Stimmengleichheit ausschlaggebend ist.

Sie werden in Protokollen niedergelegt, die durch den Präsidenten und den Sekretär unterzeichnet und in ein besonderes Register eingetragen werden.

Kapitel V. Generalversammlung

Art. 11. Befugnisse. Die Art. 4,7 und 8 des Gesetzes regeln die Befugnisse der Generalversammlung.

Der Generalversammlung vorbehalten sind

- a) die Änderung der Satzung.
- b) die Wahl der Verwaltungsratsmitglieder und zweier Kassenrevisoren.

Art. 12. Einberufung. Die Generalversammlung findet jedes Jahr vor dem 30. Juli statt.

Eine außerordentliche Generalversammlung kann so oft einberufen werden wie nötig, sei es auf Beschluss des Verwaltungsrates, oder auf schriftliche Anfrage von mindestens 10 Mitgliedern.

Die Einladungen zu den Generalversammlungen geschieht durch schriftliche Mitteilung mindestens sieben Kalendertage vor dem Versammlungstermin. Die Einladung enthält die Tagesordnung.

Art. 13. Vorsitz. Die Generalversammlung wird geleitet durch den Präsidenten des Verwaltungsrates und in dessen Abwesenheit durch den Vizepräsidenten oder ein anderes Verwaltungsratsmitglied.

Art. 14. Beschlussfassung. In der Generalversammlung hat jedes anwesende aktive Mitglied eine Stimme. Die Beratungen der Generalversammlung werden durch Art. 7 und 8 des Gesetzes geregelt, besonders was die Abänderung der Statuten betrifft. Kein Beschluss darf gefasst werden über einen Gegenstand, der nicht auf der Tagesordnung steht, es sei denn, dass er sich auf Verwaltungsfragen der Vereinigung erstreckt und eine Mehrheit von zwei Drittel der Stimmen der Anwesenden erhält. Bei Stimmengleichheit gilt ein Antrag als abgelehnt.

Die Beschlüsse der Generalversammlung, deren Veröffentlichung im Memorial das Gesetz nicht vorschreibt, werden in ein besonderes Register eingetragen, das vom Präsidenten und vom Sekretär unterschrieben und am Sitz der Vereinigung aufbewahrt wird, wo alle Mitglieder Einsicht verlangen können.

Kapitel VI. Rechnungswesen

Art. 15. Geschäftsjahr. Das Geschäftsjahr beginnt am ersten Januar und endet am 31. Dezember.

Art. 16. Finanzmittel. Die Finanzmittel der Vereinigung setzen sich aus den Jahresbeiträgen der Mitglieder, aus Spenden, aus etwaigen staatlichen und kommunalen Beihilfen und aus Besuchereinnahmen zusammen.

Der Jahresbeitrag wird jährlich durch die Generalversammlung festgelegt und darf 40 Euro je Mitglied nicht übersteigen.

Art. 17. Jahresabschluss, Jahresbericht. Der Verwaltungsrat erstellt jedes Jahr vor dem Einberufungstermin der Generalversammlung eine Gewinn- und Verlustrechnung der Vereinigung betreffend das vorherige Geschäftsjahr, einen Haushaltsplan sowie einen Jahresbericht, und unterbreitet sie der Generalversammlung.

Der Jahresabschluss und der Haushaltsplan unterliegt der Genehmigung der Generalversammlung.

Kapitel VII. Auflösung

Art. 18. Auflösung. Die Auflösung der Vereinigung wird durch Art. 18-25 des Gesetzes geregelt. Im Falle von freiwilliger oder gerichtlicher Auflösung der Vereinigung wird das verbleibende Vermögen für einen guten Zweck verwendet, oder es fällt einer Gesellschaft mit einer ähnlichen Zielsetzung zu.

Gründungsurkunde inklusive Statuten.

(Unterschriften der 9 Verwaltungsratsmitglieder)

Kehlen, 06.05.2011.

Kasel David / Bol Feltger / Klein Sven / Kiesser Mathis / Unterschriften

Le Président / Le vize-président / Le secrétaire / Le caissier / Membre de Comité

Référence de publication: 2011065149/97.

(110070771) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 mai 2011.

Bismuth Participations S.A., Société Anonyme.

Siège social: L-2420 Luxembourg, 15, avenue Emile Reuter.

R.C.S. Luxembourg B 90.629.

Les comptes annuels au 30 juin 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

BISMUTH PARTICIPATIONS S.A.

Société Anonyme

Référence de publication: 2011067818/11.

(110076221) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Capresia S.A., Société Anonyme.

Siège social: L-1724 Luxembourg, 11A, boulevard du Prince Henri.

R.C.S. Luxembourg B 100.149.

Les comptes annuels au 31/12/2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

CAPRESIA S.A.

Société Anonyme

Référence de publication: 2011067833/11.

(110076234) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Compagnie Européenne de Téléphonie S.A., Société Anonyme.

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

R.C.S. Luxembourg B 67.616.

La Société constituée suivant acte reçu par Maître Franck Baden, notaire de résidence à Luxembourg, en date du 10 décembre 1998, publié au Mémorial C, Recueil des Sociétés et Associations en date du 4 mars 1999, numéro 140.

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

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

Compagnie Européenne de Téléphonie S.A.

Signature

Référence de publication: 2011067845/13.

(110076509) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Atom Company, Société à responsabilité limitée.

Siège social: L-1660 Luxembourg, 30, Grand-rue.

R.C.S. Luxembourg B 133.483.

Les comptes annuels au 31 Décembre 2009 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2011067797/9.

(110076636) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Arg Real Estate 3 S.à r.l., Société à responsabilité limitée.

Capital social: EUR 183.500,00.

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

R.C.S. Luxembourg B 124.701.

Veuillez prendre note que le siège social de l'un des associés de la Société, Peakside European Holdco S.à r.l., est comme suit:

- 18-20, rue Edward Steichen, L-2540 Luxembourg, Grand-Duché du Luxembourg.

Veuillez également prendre note que l'adresse professionnelle du gérant A de la Société, Mme Janina Messinger a changé et est désormais comme suit:

- 8th Floor, 1 Knightsbridge Green, GB - SW1X 7NE Londres.

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

Arg Real Estate 3 S.à r.l.

Jean-Jacques Josset

Gérant B

Référence de publication: 2011068780/18.

(110073759) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 mai 2011.

Axess Europe S.A., Société Anonyme.

Siège social: L-1319 Luxembourg, 126, rue Cents.

R.C.S. Luxembourg B 80.040.

Le bilan au 31 décembre 2008 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Mandataire

Référence de publication: 2011067800/10.

(110076209) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Axess Europe S.A., Société Anonyme.

Siège social: L-1319 Luxembourg, 126, rue Cents.

R.C.S. Luxembourg B 80.040.

Le bilan au 31 décembre 2007 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Mandataire

Référence de publication: 2011067801/10.

(110076210) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

B.B.R. Marketing S.A., Société Anonyme.

Siège social: L-9709 Clervaux, 7, route de Marnach.
R.C.S. Luxembourg B 97.077.

Les comptes annuels au 31.12.2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2011067803/10.

(110076539) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

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

Siège social: L-1150 Luxembourg, 82, route d'Arlon.
R.C.S. Luxembourg B 132.157.

Les comptes annuels au 31 décembre 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2011067804/9.

(110076693) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Sal. Oppenheim jr. & Cie Komplementär S.A., Société Anonyme.

Siège social: L-2180 Luxembourg, 4, rue Jean Monnet.
R.C.S. Luxembourg B 151.015.

Die Gesellschaft wurde am 7. Januar 2010 gegründet gemäß Urkunde von Frau Notar Léonie Grethen, mit Amtssitz in
Luxemburg, in Vertretung von Herrn Notar Gérard Lecuit, mit Amtssitz in Luxemburg, veröffentlicht im Mémorial
C, Recueil des Sociétés et Associations Nr. 479 vom 5. März 2010.

Der Jahresabschluß zum 31. Dezember 2010 wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.
Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations

Luxemburg, den 17. Mai 2011.

In Vertretung von Sal. Oppenheim jr. & Cie. Komplementär S.A
Max Kremer

Référence de publication: 2011068640/15.

(110075405) Déposé au registre de commerce et des sociétés de Luxembourg, le 17 mai 2011.

DLJ Mojito Luxco 2 S.C.A., Société en Commandite par Actions.

Siège social: L-1724 Luxembourg, 19-21, boulevard du Prince Henri.
R.C.S. Luxembourg B 141.452.

Statuts coordonnés suite à une Assemblée Générale Extraordinaire en date du 15 mars 2011, acte n°96 pardevant
Maître Jacques DELVAUX, notaire de résidence à Luxembourg, 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.

Jacques DELVAUX
Boîte Postale 320
L-2013 Luxembourg
Notaire

Référence de publication: 2011068927/16.

(110073931) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 mai 2011.

Cristim S.A., Société Anonyme.

Siège social: L-6790 Grevenmacher, 7, rue des Tanneurs.
R.C.S. Luxembourg B 39.655.

Der Jahresabschluss zum 31. Dezember 2010 wurde beim Handels- und Gesellschaftsregister von Luxemburg hinter-
legt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.
Luxemburg, den 18. Mai 2011.

Unterschrift.

Référence de publication: 2011067861/11.

(110076618) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Betafence Topco Holding, Société à responsabilité limitée.

Siège social: L-1653 Luxembourg, 2-8, avenue Charles de Gaulle.

R.C.S. Luxembourg B 105.557.

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

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

Luxembourg, le 17 mai 2011.

Luxembourg Corporation Company S.A.

Signatures

Référence de publication: 2011067805/12.

(110076089) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

BEPAR Management S.à r.l., Société à responsabilité limitée.

Siège social: L-2135 Luxembourg, 75, Fond Saint Martin.

R.C.S. Luxembourg B 142.126.

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

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

Pour la société

Signatures

Gérant

Référence de publication: 2011067813/12.

(110076056) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

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

Siège social: L-6778 Grevenmacher, 1, Schaffmill.

R.C.S. Luxembourg B 143.369.

Les comptes annuels au 31. Dezember 2009 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2011067806/10.

(110076284) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Bei de Clownen s.à r.l., Société à responsabilité limitée.

Siège social: L-4930 Bascharage, 77A, boulevard J.F. Kennedy.

R.C.S. Luxembourg B 51.229.

Les comptes annuels au 31 décembre 2009 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2011067808/9.

(110075981) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Bel Re S.A., Société Anonyme.

Siège social: L-1840 Luxembourg, 7, boulevard Joseph II.

R.C.S. Luxembourg B 27.908.

Le bilan et le compte de pertes et profits au 31 décembre 2009 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 18 mai 2011.

Pour la Société

A. Hauglustaine

Administrateur délégué Directeur

Référence de publication: 2011067809/14.

(110076534) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Dufenergy S.A., Société Anonyme.

Siège social: L-2522 Luxembourg, 12, rue Guillaume Schneider.

R.C.S. Luxembourg B 93.965.

—
L'an deux mille onze.

Le deux mai.

Pardevant Maître Jean SECKLER, notaire de résidence à Junglinster (Grand-Duché de Luxembourg), soussigné.

S'est réunie l'assemblée générale extraordinaire des actionnaires de la société anonyme DUFENERGY S.A., avec siège social à L-2522 Luxembourg, 12, rue Guillaume Schneider, R.C.S. Luxembourg numéro B 93965, constituée par acte notarié de Maître Joseph ELVINGER, notaire de résidence à Luxembourg, en date du 30 mai 2003, publié au Mémorial C du 715 du 7 juillet 2003, et dont les statuts ont été modifiés pour la dernière fois suivant acte reçu par le notaire instrumentant en date du 19 décembre 2007, publié au Mémorial C numéro 256 du 31 janvier 2008.

L'assemblée est présidée par Madame Christina SCHMIT, employée privée, demeurant professionnellement à L-6130 Junglinster, 3, route de Luxembourg.

La présidente désigne comme secrétaire Monsieur Bob PLEIN, employé privé, demeurant professionnellement à L-6130 Junglinster, 3, route de Luxembourg.

L'assemblée choisit comme scrutateur Monsieur Alain THILL, employé privé, demeurant professionnellement à L-6130 Junglinster, 3, route de Luxembourg.

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

Les actionnaires présents ou représentés à l'assemblée et le nombre d'actions possédées par chacun d'eux ont été portés sur une liste de présence, laquelle, signée par les actionnaires présents et les mandataires de ceux représentés, demeurera annexée au présent acte avec lequel elle sera enregistrée.

Il résulte de ladite liste de présence que la présente assemblée réunissant l'intégralité du capital social est régulièrement constituée et peut délibérer valablement, telle qu'elle est constituée, sur objets portés à l'ordre du jour, qui est conçu comme suit:

Ordre du jour:

Modification de l'article 5.2. §2 des statuts qui aura désormais la teneur suivante:

"Les actifs désignés en relation avec les Actions de Classe A sont tous les droits et intérêts dans DUFENERGY ITALIA Spa (une société de droit Italien constituée en date du 21 décembre 2000 et inscrite auprès du Registre de Commerce et des Sociétés de Genova sous le numéro GE-449692) que la Société peut détenir de temps à autre."

Après délibération, l'assemblée prend à l'unanimité la résolution suivante:

Résolution

L'assemblée décide de modifier l'article 5.2. §2 des statuts pour lui donner la teneur suivante:

" **Art. 5.2. §2.** Les actifs désignés en relation avec les Actions de Classe A sont tous les droits et intérêts dans DUFENERGY ITALIA Spa (une société de droit Italien constituée en date du 21 décembre 2000 et inscrite auprès du Registre de Commerce et des Sociétés de Genova (Gênes) sous le numéro GE-449692) que la Société peut détenir de temps à autre."

Frais

Le montant des frais, dépenses et rémunérations quelconques incombant à la société en raison des présentes s'élève approximativement à mille cinq cents euros.

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

Déclaration

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

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

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

Suit une version en langue anglaise de l'acte, les statuts de la société étant uniquement en langue française:

In the year two thousand and eleven.

On the second day of May.

Before us the undersigned notary Jean SECKLER, residing at Junglinster (Grand-Duchy of Luxembourg).

Was held an extraordinary general meeting of shareholders of the public limited company DUFENERGY S.A., with registered office in L-2522 Luxembourg, 12, rue Guillaume Schneider, R.C.S. Luxembourg number B 93965, incorporated by notarial deed of the Maître Joseph ELVINGER, notary residing in Luxembourg, on the 30th of May 2003, published in the Mémorial C number 715 of the 7th of July 2003, and whose articles on incorporation have been modified for the last by deed of the undersigned notary on the 19th December 2007, published in the Mémorial C number 256 of the 31st January 2008.

The meeting is presided by Mrs. Christina SCHMIT, private employee, residing professionally at L-6130 Junglinster, 3, route de Luxembourg.

The chairman appoints as secretary Mr. Bob PLEIN, private employee, residing professionally at L-6130 Junglinster, 3, route de Luxembourg.

The meeting elects as scrutineer Mr. Alain THILL, private employee, residing professionally at L-6130 Junglinster, 3, route de Luxembourg.

The board having thus been formed the chairman states and asks the notary to enact:

That the shareholders present or represented as well as the number of shares held by them are indicated on an attendance list, which after having been signed by the shareholders or their proxyholders, shall remain annexed to this document and shall be filed at the same time with the registration authorities.

It results from the said attendance list that all the issued shares are present or represented, so that the present meeting can take place without prior convening notices.

That the present meeting is regularly constituted and may validly deliberate upon the points of the agenda, which reads as follows:

Agenda:

Amendment of article 5.2. §2 of Corporation's bylaws, which will henceforth read as follow:

"Les actifs désignés en relation avec les Actions de Classe A sont tous les droits et intérêts dans DUFENERGY ITALIA Spa (une société de droit Italien constituée en date du 21 décembre 2000 et inscrite auprès du Registre de Commerce et des Sociétés de Genova sous le numéro GE-449692) que la Société peut détenir de temps à autre."

After deliberation, the following resolutions were taken by unanimous vote.

First resolution

The meeting decides to amend the article 5.2. §2 of the Corporation's bylaws which will have henceforth the following wording:

" **Art. 5.2. §2.** Les actifs désignés en relation avec les Actions de Classe A sont tous les droits et intérêts dans DUFENERGY ITALIA Spa (une société de droit Italien constituée en date du 21 décembre 2000 et inscrite auprès du Registre de Commerce et des Sociétés de Genova (Gênes) sous le numéro GE-449692) que la Société peut détenir de temps à autre."

Costs

The amount of the expenses, remunerations and charges, in any form whatsoever, to be borne by the present deed are estimated at one thousand five hundred euros.

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

Declaration

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

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

The document having been read to the appearing persons, all of whom are known to the notary, by their surnames, first names, civil status and residences, the said persons appearing signed together with us, the notary, the present original deed.

Signé: Christina SCHMIT, Bob PLEIN, Alain THILL, Jean SECKLER.

Enregistré à Grevenmacher, le 09 mai 2011. Relation GRE/2011/1772. Reçu soixante-quinze euros 75,00 €

Le Releveur (signé): G. SCHLINK.

POUR COPIE CONFORME.

Junglinster, le 11 mai 2011.

Référence de publication: 2011064779/105.

(110072571) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 mai 2011.

Bolea Capital S.A., Société Anonyme.

Siège social: L-1940 Luxembourg, 370, route de Longwy.

R.C.S. Luxembourg B 142.544.

Les comptes annuels au 31 décembre 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Extrait sincère et conforme

Bolea Capital S.A.

Signature

Référence de publication: 2011067820/12.

(110076350) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Bestseller Retail Luxembourg S.à r.l., Société à responsabilité limitée.

Siège social: L-1661 Luxembourg, 89-93, Grand-rue.

R.C.S. Luxembourg B 89.710.

Les comptes annuels au 31 juillet 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2011067814/10.

(110076596) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Blue Sage S.A., Société Anonyme.

Capital social: EUR 30.000.000,00.

Siège social: L-1653 Luxembourg, 2-8, avenue Charles de Gaulle.

R.C.S. Luxembourg B 132.102.

Les comptes annuels au 31 décembre 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 17 Mai 2011.

Luxembourg Corporation Company S.A.

Signature

Mandataire

Référence de publication: 2011067819/14.

(110076508) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

BPI Holding S.A., Société Anonyme Soparfi.

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

R.C.S. Luxembourg B 101.973.

Les comptes annuels au 31/12/2009 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2011067821/9.

(110076733) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Bucolic Home SA, Société Anonyme.

Siège social: L-4963 Clemency, 9, rue Basse.

R.C.S. Luxembourg B 147.431.

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

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

Clemency, le 18 mai 2011.

SV SERVICES S.à r.l.

9, rue basse

L-4963 CLEMENCY

Signature

Référence de publication: 2011067822/14.

(110076742) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Multitube Technical Services S.à r.l., Société à responsabilité limitée.

Siège social: L-4804 Rodange, 3, rue du Maribor.

R.C.S. Luxembourg B 160.780.

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STATUTS

L'an deux mil onze, le vingt-neuf avril.

Par-devant Maître Karine REUTER, notaire de résidence à Pétange.

A comparu:

1) Monsieur Anthony VIGERSTAFF, ingénieur en mécanique, né à Stockport (GB), le 14 mai 1964, demeurant à L-4804 Rodange, 3, rue de Maribor.

2) Monsieur Josephus VERBEECK, directeur, né à Eindhoven (NL), le 8 juillet 1954, demeurant à L-4735 Pétange, 28, rue J.B. Gillardin.

3) Monsieur Leonardus COOLEN, directeur, né à Weert (NL), le 5 octobre 1984, demeurant à NL-6001BA Weert, Emmasingel, 7.

lesquels comparants ont requis le notaire instrumentaire d'acter comme suit les statuts d'une société à responsabilité limitée entre eux:

Art. 1^{er}. La société prend la dénomination de «MULTITUBE TECHNICAL SERVICES S.à r.l.»

Art. 2. Le siège social de la société est établi sur le territoire de la Commune de Pétange. Il pourra être transféré en toute autre localité du Grand-Duché de Luxembourg par simple décision du ou des gérants.

Art. 3. La société a pour objet les activités en ingénierie en produits manufacturés et mécaniques, et toutes activités connexes ou accessoires. En outre la société peut exercer toutes activités de conseil économique.

Elle pourra faire des emprunts avec ou sans garantie et accorder tous concours, avances, garanties ou cautionnements à d'autres personnes physiques ou morales.

Art. 4. La société est constituée pour une durée indéterminée, à partir de ce jour. L'année sociale coïncide avec l'année civile, sauf pour le premier exercice.

Art. 5. Le capital social entièrement libéré est fixé à douze mille cinq cents euros (12.500.- €), divisé en cent parts sociales de cent vingt-cinq euros (125.- €) chacune.

Art. 6. La société est gérée par un ou plusieurs gérants, associés ou non, salariés ou gratuits sans limitation de durée.

Les associés ainsi que le ou les gérants peuvent nommer d'un accord unanime un ou plusieurs mandataires spéciaux ou fondés de pouvoir.

Art. 7. Les parts sociales sont librement cessibles entre associés. Elles sont indivisibles à l'égard de la société.

La cession de parts à des tierces personnes non associées nécessite l'accord unanime de tous les associés.

Art. 8. Les héritiers et créanciers d'un associé ne peuvent sous quelque prétexte que ce soit requérir l'apposition des scellés, ni s'immiscer en aucune manière dans les actes de son administration ou de sa gérance.

Art. 9. La dissolution de la société doit être décidée dans les formes et conditions de la loi. Après la dissolution, la liquidation en sera faite par le gérant ou par un liquidateur nommé par les associés.

Art. 10. Pour tout ce qui n'est pas prévu dans les présents statuts, les associés s'en réfèrent aux dispositions légales.

Souscription du capital

Le capital social a été souscrit comme suit:

Monsieur Anthony VIGERSTAFF, ingénieur en mécanique, né à Stockport (GB), le 14 mai 1964, demeurant à L-4804 Rodange, 3, rue de Maribor	34 parts sociales
Monsieur Josephus VERBEECK, directeur, né à Eindhoven (NL), le 8 juillet 1954, demeurant à L-4735 Pétange, 28, rue J.B. Gillardin	33 parts sociales
Monsieur Leonardus COOLEN, directeur, né à Weert (NL), le 5 octobre 1984, demeurant à NL-6001BA Weert, Emmasingel, 7	33 parts sociales
Total:	100 parts sociales

La somme de douze mille cinq cents euro (12.500,- €), se trouve à la disposition de la société, ce que les associés reconnaissent mutuellement

Frais

Les frais incombant à la société pour sa constitution sont estimés à mille deux cent euros. (1.200.- euros). A l'égard du notaire instrumentant, toutes les parties comparantes et/ou signataires des présentes se reconnaissent solidairement et indivisiblement tenues des frais, dépenses et honoraires découlant des présentes.

Disposition transitoire

Le premier exercice social commence le jour de la constitution pour finir le trente et un décembre deux mil onze

Déclaration en matière de blanchiment

Le(s) associé(s)/actionnaires déclare(nt), en application de la loi du 12 novembre 2004, telle qu'elle a été modifiée par la suite, être le(s) bénéficiaire(s) réel(s) de la société faisant l'objet des présentes et certifient que les fonds/biens/droite servant à la libération du capital social ne proviennent pas respectivement que la société ne se livre(ra) pas à des activités constituant une infraction visée aux articles 506-1 du Code Pénal et 8-1 de la loi modifiée du 19 février 1973 concernant la vente de substances médicamenteuses et la lutte contre la toxicomanie (blanchiment) ou des actes de terrorisme tels que définis à l'article 135-1 du Code Pénal (financement du terrorisme).

Assemblée générale extraordinaire

Et à l'instant les parties comparantes préqualifiées, représentant l'intégralité du capital social, se considérant comme dûment convoquées, se sont constituées en assemblée générale extraordinaire et, après avoir constaté que celle-ci était régulièrement constituée, ont pris à l'unanimité des voix les résolutions suivantes:

1. Le nombre des gérants est fixé à trois
2. a) Sont nommés gérants techniques:

Monsieur Anthony VIGERSTAFF, ingénieur en mécanique, né à Stockport (GB), le 14 mai 1964, demeurant à L- 4804 Rodange, 3, rue de Maribor, et ce pour le domaine des activités de conseils.

Monsieur Josephus VERBEECK, directeur, né à Eindhoven (NL), le 8 juillet 1954, demeurant à L- 4735 Pétange, 28, rue J.B. Gillardin pour le domaine des activités en ingénieries.

- b) Est nommé gérant administratif:

Monsieur Leonardus COOLEN, directeur, né à Weert (NL), le 5 octobre 1984, demeurant à NL-6001BA Weert, Emmasingel, 7.

3. La société est valablement engagée, en toutes circonstances, y compris toutes les opérations bancaires, par la signature individuelle d'un des gérants.

4. Le siège social de la société est fixé à L- 4804 Rodange, 3, rue du Maribor.

Dont acte, date qu'en tête, fait et passé à Pétange, en l'étude du notaire instrumentaire.

Et après lecture faite et interprétation donnée au comparant, il a signé avec Nous, Notaire, la présente minute.

Le notaire instrumentant a encore rendu les comparants attentifs au fait que l'exercice d'une activité commerciale peut nécessiter une autorisation de commerce en bonne et due forme en relation avec l'objet social, et qu'il y a lieu de se renseigner en ce sens auprès des autorités administratives compétentes avant de débiter l'activité de la société pré-sentement constituée.

Après lecture faite et interprétation donnée aux parties comparantes, connues du notaire par nom, prénom usuel, état et demeure, elles ont signé le présent acte avec le notaire.

Signé: VIGERSTAFF, VERBEECK, COOLEN, REUTER.

Enregistré à Esch/Alzette A.C., le 6 mai 2011. Relation: EAC/2011/5938. Reçu: soixante-quinze euros (EUR 75,-).

Le Receveur (signé): SANTIONI.

Pour expédition conforme délivrée aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Pétange, le 10 mai 2011.

K. REUTER.

Référence de publication: 2011065446/93.

(110072937) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 mai 2011.

Hangher Finance S.A., Société Anonyme.

Siège social: L-2613 Luxembourg, 5, place du Théâtre.

R.C.S. Luxembourg B 73.771.

Extrait du procès-verbal du Conseil d'Administration tenu le 22 avril 2011 au siège social de la société

Par décision du Conseil d'Administration tenu le 22 avril 2011 à 14.00 heures au siège social de la société, il a été décidé:

- D'appeler à la fonction de Président du Conseil d'Administration Monsieur Federico Franzina, employé privé, né le 1^{er} avril 1961 à Padova en Italie, résident professionnellement au 5, Place du Théâtre, L-2613 Luxembourg

- D'appeler à la fonction de Vice-Président du Conseil d'Administration, Monsieur Giuseppe Forni, avocat, né le 20 mars 1966 à Bologna en Italie, demeurant à 21, Via d'Azeglio, I-40123 Bologna, Italie

La durée de leur mandat de Président et de Vice-Président sera fonction de celle de leur mandat d'administrateur de la société et tout renouvellement, démission ou révocation de celui-ci entraînera automatiquement et de plein droit le renouvellement ou la cession de la fonction de Président ou de Vice-Président.

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

Luxembourg, le 12 mai 2011.

Référence de publication: 2011068989/19.

(110074164) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 mai 2011.

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

Siège social: L-1219 Luxembourg, 23, rue Beaumont.

R.C.S. Luxembourg B 97.800.

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

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

Luxembourg, le 2 mai 2011.

POUR LE CONSEIL D'ADMINISTRATION

Signatures

Référence de publication: 2011067823/12.

(110076241) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

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

Siège social: L-9168 Mertzig, 25, rue Principale.

R.C.S. Luxembourg B 98.651.

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

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

Signature.

Référence de publication: 2011067824/10.

(110076522) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Civifin S.A., Société Anonyme.

Siège social: L-1219 Luxembourg, 23, rue Beaumont.

R.C.S. Luxembourg B 90.167.

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

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

Luxembourg, le 17 mai 2011.

POUR LE CONSEIL D'ADMINISTRATION

Signatures

Référence de publication: 2011067840/12.

(110076440) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

Comanche Investments S.A., Société Anonyme.

Siège social: L-1219 Luxembourg, 23, rue Beaumont.

R.C.S. Luxembourg B 116.918.

Le bilan au 31 décembre 2008 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 2 mai 2011.

POUR LE CONSEIL D'ADMINISTRATION

Signature

Référence de publication: 2011067842/12.

(110076242) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 mai 2011.

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

(anc. Advent Heart (Luxembourg) S.à r.l.).

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

R.C.S. Luxembourg B 160.514.

In the year two thousand and eleven, on the fifth of May.

Before the undersigned, Maître Jean-Joseph WAGNER, notary residing in Sanem, Grand Duchy of Luxembourg.

THERE APPEARED

“AI Global Investments S.à r.l.”, société à responsabilité limitée, incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 2-4 rue Beck, L-1222 Luxembourg, Grand Duchy of Luxembourg, a registered with the Luxembourg Trade and Companies Register under number B 140.619,

here represented by Mrs. Linda Harroch, maître en droit, residing in Luxembourg, by virtue of a proxy, given in Luxembourg on 5 May 25011.

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

Such appearing party is the sole partner of “Advent Heart (Luxembourg) S.à r.l.”, (hereinafter the “Company”) a société à responsabilité limitée existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 2-4, rue Beck, L-1222 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Company Register under B 160.514, incorporated pursuant to a notarial deed dated 19 April 2011, not yet published in the Mémorial C, Recueil des Sociétés et Associations. The articles of incorporation of the Company have not been amended since.

The appearing party representing the whole corporate capital requires the notary to act the following resolutions:

Sole resolution

The sole partner decides to change the Company’s name into “Heart (Luxembourg) S.à r.l.” and to amend article 1 of the articles of incorporation of the Company that shall be read as follows:

“ **Art. 1.** “This document constitutes the articles of incorporation (the “Articles”) of “Heart (Luxembourg) S.à r.l.” (the “Company”), a private limited company (société à responsabilité limitée) incorporated under the laws of the Grand Duchy of Luxembourg including the law of 10 August 1915 on commercial companies as amended from time to time (the “1915 Law”).”

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

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

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

Suit la traduction en français du texte qui précède

L’an deux mille onze, le cinq mai. Par-devant Maître Jean-Joseph WAGNER, notaire de résidence à Sanem, Grand-Duché de Luxembourg.

A COMPARU

“AI Global Investments S.à r.l.”, une société à responsabilité limitée, constituée et régie selon les lois du Grand Duché de Luxembourg, ayant son siège social au 2-4 rue Beck, L-1222 Luxembourg, Grand Duché de Luxembourg, immatriculée auprès du registre du commerce et des sociétés sous le numéro B 140.619

ici représentée par Madame Linda Harroch, maître en droit, demeurant à Luxembourg, en vertu d'une procuration sous seing privé donnée à Luxembourg, le 5 mai 2011.

La procuration signée ne varietur par la mandataire de la partie comparante et par le notaire soussigné restera annexée au présent acte pour être soumise avec lui aux formalités de l'enregistrement.

Laquelle partie comparante est l'associé unique de «Advent Heart (Luxembourg) S.à r.l.» (ci-après la "Société"), une société à responsabilité limitée régie par les lois du Grand-Duché de Luxembourg, ayant son siège social au 2-4 rue Beck, L-1222 Luxembourg, Grand-Duché du Luxembourg, immatriculée auprès du Registre du Commerce et des Sociétés de Luxembourg sous le numéro B 160.514, constituée selon un acte notarié en date du 19 avril 2011, non encore publié au Mémorial C, Recueil des Sociétés et Associations. Les statuts de la Société n'ont pas été modifiés depuis.

Laquelle partie comparante, représentant l'intégralité du capital social, a requis le notaire instrumentant d'acter les résolutions suivantes:

Résolution unique

L'associé unique décide de modifier la dénomination sociale de la société en «Heart (Luxembourg) S.à r.l.» et de modifier l'article 1 des statuts qui doit être lu comme suit:

« **Art. 1^{er}** . Ce document constitue les statuts (les "Statuts") de "Heart (Luxembourg) S.à r.l." (la "Société"), une société à responsabilité limitée constituée selon les lois du Grand-Duché de Luxembourg notamment la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée (la "Loi de 1915").»

DONT ACTE, passé à Luxembourg, les jours, mois et an figurant en tête des présentes.

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

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

Signé: L. HARROCH, J.J. WAGNER.

Enregistré à Esch-sur-Alzette A.C., le 9 mai 2011. Relation: EAC/2011/6057. Reçu soixante-quinze Euros (75.- EUR).

Le Receveur (signé): SANTIONI.

Référence de publication: 2011068768/70.

(110073851) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 mai 2011.

BJR International S.A., Société Anonyme.

Siège social: L-8440 Steinfort, 71, route de Luxembourg.

R.C.S. Luxembourg B 134.743.

—
L'an deux mille onze, le vingt-et-un février.

Par-devant Maître Aloyse BIEL, notaire de résidence à Esch-sur-Alzette.

S'est réunie l'assemblée générale extraordinaire des actionnaires de la société anonyme BJR International S.A. avec siège social à L-8440 Steinfort, 71 route de Luxembourg, inscrite au registre du commerce et des sociétés sous le numéro B134743, constituée suivant acte reçu par le notaire instrumentant, en date du 10 décembre 2007, publié au Mémorial Recueil Spécial C no 194 en date du 24 janvier 2008.

L'Assemblée est ouverte à 13 heures sous la présidence de Mademoiselle Barbara DANELLI, employée privée, demeurant professionnellement à Mamer,

qui désigne comme secrétaire Mademoiselle Alida MUHOVIC, employée privée, demeurant à Soleuvre.

L'assemblée choisit comme scrutateur Madame Stéphanie PACHE, employée privée, demeurant professionnellement à Mamer.

Le bureau étant ainsi constitué, le Président expose et prie le notaire d'acter que:

I.- L'ordre du jour de l'assemblée est conçu comme suit:

1.- Augmentation du capital social de la société.

2.- Modification de l'article quatre des statuts.

II.- Il a été établi une liste de présence, renseignant les actionnaires présents et représentés ainsi que le nombre d'actions qu'ils détiennent, laquelle, après avoir été signée "ne varietur" par les actionnaires ou leurs mandataires et par les membres du Bureau, sera enregistrée avec le présent acte ensemble avec les procurations paraphées "ne varietur" par le mandataire et le notaire instrumentant.

III.- Il résulte de la liste de présence que tous les actionnaires sont présents ou représentés à l'assemblée et qu'il a donc pu être fait abstraction des convocations d'usage. Dès lors l'assemblée est régulièrement constituée et peut valablement délibérer sur l'ordre du jour, dont les actionnaires ont pris connaissance avant la présente assemblée.

Première résolution

L'assemblée générale extraordinaire de la prédite société, à l'unanimité des voix, décide:

a) d'augmenter le capital social à concurrence de TROIS CENT HUIT MILLE EUROS (308.000.-€) pour le porter de son montant actuel de TRENTE-ET-UN MILLE EUROS (31.000.-€) à TROIS CENT TRENTE-NEUF MILLE EUROS (339.000.-€).

b) de libérer ladite augmentation de capital intégralement par incorporation d'une créance d'un même montant de TROIS CENT HUIT MILLE EUROS (308.000.-EURO) existant contre la société, ainsi que le constate, le rapport du réviseur d'entreprises par Monsieur Aniel GALLO, réviseur d'entreprises, demeurant professionnellement à Mamer, en date du 22 novembre 2010,

lequel après avoir été signé «ne varietur» par tous les comparants et le notaire soussigné, restera annexé aux présentes aux fins de formalisation.

c) de fixer une nouvelle valeur nominale des actions.

Cette augmentation de capital a été souscrite par les actionnaires actuels et il n'y a pas de rompus.

Deuxième résolution

De ce qui précède, L'assemblée générale extraordinaire de la prédite société, à l'unanimité des voix, décide de modifier l'article quatre, pour lui donner la teneur suivante:

Art. 4. Le capital social est fixé à TROIS CENT TRENTE-NEUF MILLE EUROS (339.000.-€) représenté par MILLE ACTIONS (1000), d'une valeur nominale de trois cent trente-neuf euros (339.-€) chacune.

Plus rien n'étant à l'ordre du jour et plus personne ne demandant la parole, la séance a été levée.

Evaluation des frais

Les frais, dépenses, rémunérations et charges sous quelque forme que ce soit, qui incombent à la société en raison du présent acte, sont évalués approximativement à MILLE EUROS (1.000.-€).

Les frais et honoraires des présentes sont à charge de la société.

Elle s'engage solidairement ensemble avec les comparants au paiement desdits frais.

Plus rien ne figurant à l'ordre du jour, la séance est levée.

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

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

Signé: Danelli; Pache; Muhovic , Biel A.

Enregistré à Esch-sur-Alzette, le 25 février 2011. Relation: EAC/ 2011/ 2707. Reçu: soixante-quinze euros 75,00.-e.

Le Receveur (signé): M. KIRCHEN.

POUR EXPEDITION CONFORME, délivrée aux parties sur demande pour servir à des fins de publication au Mémorial C, Recueil Spécial des Sociétés et Associations.

Esch-sur-Alzette, le 12 mai 2011.

Référence de publication: 2011068858/63.

(110073632) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 mai 2011.

Achilles Holdings 1 S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 155.952.

In the year two thousand and eleven, on the seventeenth day of March.

Before Us, Maître Jean-Joseph WAGNER, notary, residing in SANEM (Grand Duchy of Luxembourg).

There appeared:

A. AIF VII Euro Holdings, L.P., an exempted limited partnership governed by the laws of the Cayman Islands with registered office at C/O Walkers Corporate Services Limited, PO Box 908 GT, Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9005, Cayman Islands, B.W.I., registered with the Registrar of Exempted Limited Partnerships in the Cayman Islands under number WK-23416, represented by its general partner Apollo Advisors VII (EH), L.P., an exempted limited partnership governed by the laws of the Cayman Islands, with its registered office at c/o Walkers Corporate Services Limited, PO Box 908 GT, Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9005, Cayman Islands, B.W.I., registered with the Registrar of Companies in the Cayman Islands under number WK-23405 ("AIF VII");

B. AP Achilles Holdings (EH-1), LLC, a limited liability company formed under the laws of Delaware, with principal office at 9 West 57th Street, New York, NY 10019, USA, registered with the Secretary of State of Delaware ("AP (EH 1)");

C. AP Achilles Holdings (EH-2), LLC, a limited liability company formed under the laws of Delaware, with principal office at 9 West 57th Street, New York, NY 10019, USA, registered with the Secretary of State of Delaware ("AP (EH 2)");

D. AP Achilles Holdings (EH-3), LLC, a limited liability company formed under the laws of Delaware, with principal office at 9 West 57th Street, New York, NY 10019, USA, registered with the Secretary of State of Delaware ("AP (EH 3)");

E. AP Achilles Holdings (EH-4), LLC, a limited liability company formed under the laws of Delaware, with principal office at 9 West 57th Street, New York, NY 10019, USA, registered with the Secretary of State of Delaware ("AP (EH 4)");

F. CVC European Equity Partners V (A) L.P., a limited partnership formed and organized under the laws of the Cayman Islands and having its registered office at Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9005, Cayman Islands, registered with the Registrar of Exempted Limited Partnerships, Cayman Islands, under number WK-22056 represented by its general partner, CVC European Equity V Limited, a limited company governed by the laws of Jersey and having its registered office at 22-24 Seale Street, St. Helier, JE2 3QG, Channel Islands, registered with the Jersey Financial Services Commission under number 99031 ("CVC V (A)");

G. CVC European Equity Partners V (B) L.P., a limited partnership formed and organized under the laws of the Cayman Islands and having its registered office at Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9005, Cayman Islands, registered with the Registrar of Exempted Limited Partnerships, Cayman Islands, under number WK-24527, represented by its general partner, CVC European Equity V Limited, a limited company governed by the laws of Jersey and having its registered office at 22-24 Seale Street, St. Helier, JE2 3QG, Channel Islands, registered with the Jersey Financial Services Commission under number 99031 ("CVC V (B)");

H. CVC European Equity Partners V (C) L.P., a limited partnership formed and organized under the laws of the Cayman Islands and having its registered office at Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9005, Cayman Islands, registered with the Registrar of Exempted Limited Partnerships, Cayman Islands, under number WK-24524, represented by its general partner, CVC European Equity V Limited, a limited company governed by the laws of Jersey and having its registered office at 22-24 Seale Street, St. Helier, JE2 3QG, Channel Islands, registered with the Jersey Financial Services Commission under number 99031 ("CVC V (C)");

I. CVC European Equity Partners V (D) L.P., a limited partnership formed and organized under the laws of the Cayman Islands and having its registered office at Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9005, Cayman Islands, registered with the Registrar of Exempted Limited Partnerships, Cayman Islands, under number WK-25044, represented by its general partner, CVC European Equity V Limited, a limited company governed by the laws of Jersey and having its registered office at 22-24 Seale Street, St. Helier, JE2 3QG, Channel Islands, registered with the Jersey Financial Services Commission under number 99031 ("CVC V (D)");

J. CVC European Equity Partners V (E) L.P., a limited partnership formed and organized under the laws of the Cayman Islands and having its registered office at Walker House, 87 Mary Street, George Town, Grand Cayman KY1-9005, Cayman Islands, registered with the Registrar of Exempted Limited Partnerships, Cayman Islands, under number WK-25043, represented by its general partner, CVC European Equity V Limited, a limited company governed by the laws of Jersey and having its registered office at 22-24 Seale Street, St. Helier, JE2 3QG, Channel Islands, registered with the Jersey Financial Services Commission under number 99031 ("CVC V (E)");

hereafter collectively referred to as the "Shareholders".

each hereby represented by Mrs. Elisa Faraldo Talmon, attorney-at-law, residing in Luxembourg, by virtue of proxies given on 16 March 2011.

Said proxies shall be annexed to the present deed for the purpose of registration.

The Shareholders declared that they are the only shareholders of "Achilles Holdings 1 S.à r.l.", a private limited liability company ("société à responsabilité limitée") incorporated under the laws of the Grand Duchy of Luxembourg, with registered office at 5, rue Guillaume Kroll, L-1882 Luxembourg (Grand Duchy of Luxembourg), registered with the Luxembourg Trade and Companies Register under the number B 155.952 and with a share capital of GBP 20,000, incorporated by a deed of the undersigned notary, on 8 October 2010, published in the Mémorial C, Recueil des Sociétés et Associations, number 2471, dated 16 November 2010 (the "Company").

The articles of incorporation of the Company have not been amended since then.

The Shareholders recognised to be fully informed of the resolutions to be taken on the basis of the following agenda:

Agenda:

1. To convert the two million (2,000,000) existing ordinary shares of the Company with a par value of one pence sterling (GBP 0,01) each into two million (2,000,000) class A shares (the "Class A Shares") having the rights described in the articles of incorporation of the Company.

2. To increase the Company's share capital by an amount of eight hundred sixty thousand three hundred thirty-eight pounds sterling and sixty-four pence sterling (GBP 860,338.64) so as to raise it from its current amount of twenty thousand pounds sterling (GBP 20,000) to eight hundred eighty thousand three hundred thirty-eight pounds sterling and sixty-four pence sterling (GBP 880,338.64) by the issue of six million eight hundred and three thousand three hundred and ninety (6,803,390) new Class A Shares, eight million eight hundred and three thousand three hundred eighty-six (8,803,386) new class B shares (the "Class B Shares"), eight million eight hundred and three thousand three hundred eighty-six (8,803,386) new class C shares (the "Class C Shares"), eight million eight hundred and three thousand three hundred eighty-six (8,803,386) new class D shares (the "Class D Shares"), eight million eight hundred and three thousand three hundred eighty-six (8,803,386) new class E shares (the "Class E Shares"), eight million eight hundred and three thousand three hundred eighty-six (8,803,386) new class F shares (the "Class F Shares"), eight million eight hundred and three thousand three hundred eighty-six (8,803,386) new class G shares (the "Class G Shares"), eight million eight hundred and three thousand three hundred eighty-six (8,803,386) new class H shares (the "Class H Shares"), eight million eight hundred and three thousand three hundred eighty-six (8,803,386) new class I shares (the "Class I Shares") and eight million eight hundred and three thousand three hundred eighty-six (8,803,386) new class J shares (the "Class J Shares") with a par value of one pence sterling (GBP 0,01) each, having the rights described in the articles of incorporation of the Company.

3. To accept the subscription by AIF VII, pre-named, of three million four hundred and one thousand six hundred ninety-five (3,401,695) Class A Shares, four million four hundred and one thousand six hundred ninety-three (4,401,693) Class B Shares, four million four hundred and one thousand six hundred ninety-three (4,401,693) Class C Shares, four million four hundred and one thousand six hundred ninety-three (4,401,693) Class D Shares, four million four hundred and one thousand six hundred ninety-three (4,401,693) Class E Shares, four million four hundred and one thousand six hundred ninety-three (4,401,693) Class F Shares, four million four hundred and one thousand six hundred ninety-three (4,401,693) Class G Shares, four million four hundred and one thousand six hundred ninety-three (4,401,693) Class H Shares, four million four hundred and one thousand six hundred ninety-three (4,401,693) Class I Shares and four million four hundred and one thousand six hundred ninety-three (4,401,693) Class J Shares with a par value of one pence sterling (GBP 0,01) each, and full payment in cash of the nominal value of such shares as well as a share premium of four hundred thirty-nine million seven hundred thirty-nine thousand one hundred forty-six pounds sterling and sixty-eight pence sterling (GBP 439,739,146.68).

4. To accept the subscription by CVC V (A), pre-named, of one million sixty-two thousand four hundred twenty-one (1,062,421) Class A Shares, one million three hundred seventy-four thousand seven hundred forty-one (1,374,741) Class B Shares, one million three hundred seventy-four thousand seven hundred forty-one (1,374,741) Class C Shares, one million three hundred seventy-four thousand seven hundred forty-one (1,374,741) Class D Shares, one million three hundred seventy-four thousand seven hundred forty-one (1,374,741) Class E Shares, one million three hundred seventy-four thousand seven hundred forty-one (1,374,741) Class F Shares, one million three hundred seventy-four thousand seven hundred forty-one (1,374,741) Class G Shares, one million three hundred seventy-four thousand seven hundred forty-one (1,374,741) Class H Shares, one million three hundred seventy-four thousand seven hundred forty-one (1,374,741) Class I Shares and one million three hundred seventy-four thousand seven hundred forty-one (1,374,741) Class J Shares with a par value of one pence sterling (GBP 0,01) each, and full payment in cash of the nominal value of such shares as well as a share premium of one hundred thirty-seven million three hundred thirty-nine thousand seven hundred fifty-five pounds sterling and seventy-three pence sterling (GBP 137,339,755.73).

5. To accept the subscription by CVC V (B), pre-named, of one million fifty-eight thousand one hundred eighteen (1,058,118) Class A Shares, one million three hundred sixty-nine thousand one hundred seventy-three (1,369,173) Class B Shares, one million three hundred sixty-nine thousand one hundred seventy-three (1,369,173) Class C Shares, one million three hundred sixty-nine thousand one hundred seventy-three (1,369,173) Class D Shares, one million three hundred sixty-nine thousand one hundred seventy-three (1,369,173) Class E Shares, one million three hundred sixty-nine thousand one hundred seventy-three (1,369,173) Class F Shares, one million three hundred sixty-nine thousand one hundred seventy-three (1,369,173) Class G Shares, one million three hundred sixty-nine thousand one hundred seventy-three (1,369,173) Class H Shares, one million three hundred sixty-nine thousand one hundred seventy-three (1,369,173) Class I Shares and one million three hundred sixty-nine thousand one hundred seventy-three (1,369,173) Class J Shares with a par value of one pence sterling (GBP 0,01) each, and full payment in cash of the nominal value of such shares as well as a share premium of one hundred thirty-six million seven hundred eighty-three thousand five hundred and four pounds sterling and thirty-one pence sterling (GBP 136,783,504.31).

6. To accept the subscription by CVC V (C), pre-named, of one million one hundred thirteen thousand seven hundred sixty-six (1,113,766) Class A Shares, one million four hundred forty-one thousand one hundred eighty-one (1,441,181) Class B Shares, one million four hundred forty-one thousand one hundred eighty-one (1,441,181) Class C Shares, one million four hundred forty-one thousand one hundred eighty-one (1,441,181) Class D Shares, one million four hundred forty-one thousand one hundred eighty-one (1,441,181) Class E Shares, one million four hundred forty-one thousand one hundred eighty-one (1,441,181) Class F Shares, one million four hundred forty-one thousand one hundred eighty-one (1,441,181) Class G Shares, one million four hundred forty-one thousand one hundred eighty-one (1,441,181) Class H Shares, one million four hundred forty-one thousand one hundred eighty-one (1,441,181) Class I Shares and one million four hundred forty-one thousand one hundred eighty-one (1,441,181) Class J Shares with a par value of one pence sterling (GBP 0,01) each, and full payment in cash of the nominal value of such shares as well as a share premium of one hundred

forty-three million nine hundred seventy-seven thousand two hundred fifty-six pounds sterling and fourteen pence sterling (GBP 143,977,256.14).

7. To accept the subscription by CVC V (D), pre-named, of seventy-nine thousand one hundred twenty-three (79,123) Class A Shares, one hundred and two thousand three hundred eighty-three (102,383) Class B Shares, one hundred and two thousand three hundred eighty-three (102,383) Class C Shares, one hundred and two thousand three hundred eighty-three (102,383) Class D Shares, one hundred and two thousand three hundred eighty-three (102,383) Class E Shares, one hundred and two thousand three hundred eighty-three (102,383) Class F Shares, one hundred and two thousand three hundred eighty-three (102,383) Class G Shares, one hundred and two thousand three hundred eighty-three (102,383) Class H Shares, one hundred and two thousand three hundred eighty-three (102,383) Class I Shares and one hundred and two thousand three hundred eighty-three (102,383) Class J Shares with a par value of one pence sterling (GBP 0,01) each, and full payment in cash of the nominal value of such shares as well as a share premium of ten million two hundred twenty-eight thousand two hundred ninety-three pounds sterling and five pence sterling (GBP 10,228,293.05).

8. To accept the subscription by CVC V (E), pre-named, of eighty-eight thousand two hundred sixty-seven (88,267) Class A Shares, one hundred fourteen thousand two hundred fifteen (114,215) Class B Shares, one hundred fourteen thousand two hundred fifteen (114,215) Class C Shares, one hundred fourteen thousand two hundred fifteen (114,215) Class D Shares, one hundred fourteen thousand two hundred fifteen (114,215) Class E Shares, one hundred fourteen thousand two hundred fifteen (114,215) Class F Shares, one hundred fourteen thousand two hundred fifteen (114,215) Class G Shares, one hundred fourteen thousand two hundred fifteen (114,215) Class H Shares, one hundred fourteen thousand two hundred fifteen (114,215) Class I Shares and one hundred fourteen thousand two hundred fifteen (114,215) Class J Shares with a par value of one pence sterling (GBP 0,01) each, and full payment in cash of the nominal value of such shares as well as a share premium of eleven million four hundred and ten thousand three hundred thirty-seven pounds sterling and forty-five pence sterling (GBP 11,410,337.45).

9. To fully restate the Company's articles of incorporation, which restatement shall notably include the adoption of the following amended corporate object:

"The object of the Company is the direct and indirect acquisition and holding of participating interests, in any form whatsoever, in Luxembourg and/or in foreign undertakings, as well as the administration, development and management of such interests.

This includes, but is not limited to, investment in, acquirement of, disposal of, granting or issuing (without a public offer) of preferred equity certificates, loans, bonds, notes debentures and other debt instruments, shares, warrants and other equity instruments or rights, including, but not limited to, shares of capital stock, limited partnership interests, limited liability company interests, preferred stock, securities and swaps, and any combination of the foregoing, in each case whether readily marketable or not, and obligations (including but not limited to synthetic securities obligations) in any type of company, entity or other legal person.

The Company may also use its funds to invest in real estate, in intellectual property rights or any other movable or immovable assets in any form or of any kind.

The Company may grant pledges, guarantees, liens, mortgages and any other form of securities as well as any form of indemnities, to Luxembourg or foreign entities, in respect of its own obligations and debts.

The Company may also provide assistance in any form (including but not limited to the granting of advances, loans, money deposits and credits as well as the providing of pledges, guarantees, liens, mortgages and any other form of securities, in any kind of form) to the Company's subsidiaries. On a more occasional basis, the Company may provide the same kind of assistance to undertakings which are part of the same group of companies which the Company belongs to or to third parties, provided that doing so falls within the Company's best interest and does not trigger any license requirements. In general, the Company may carry out any commercial, industrial or financial operation and engage in such other activities as the Company deems necessary, advisable, convenient, incidental to, or not inconsistent with, the accomplishment and development of the foregoing.

Notwithstanding the above, the Company shall not enter into any transaction which would cause it to be engaged in any activity which would be considered as a regulated activity or that would require the Company to have any other license."

10. To allocate an amount of eighty-eight thousand thirty-three pounds sterling and eighty-seven pence sterling (GBP 88,033.87) out of the share premium paid to the legal reserve of the Company so that the legal reserve amounts to 10 percent of the total subscribed share capital of the Company subsequently to the aforementioned capital increase.

11. To increase the number of directors from two (2) to four (4) and to appoint Mr. Sachin Khajuria as an Apollo Luxco 1 Director and Ms. Emanuela Brero as a CVC Luxco 1 Director of the Company for an unlimited duration and to redesignate Mr. Michael Robert Kidd as an Apollo Luxco 1 Director and Mr. Manuel Pierre Max Mouget as a CVC Luxco 1 Director.

12. Miscellaneous.

The Shareholders have thereupon requested the undersigned notary to document the following resolutions:

First resolution

The Shareholders resolved to convert the 2,000,000 existing shares of the Company with a par value of one pence sterling (GBP 0,01) each into 2,000,000 class A shares (the "Class A Shares") having the rights described in the articles of incorporation of the Company.

Second resolution

The Shareholders resolved to increase the Company's share capital by an amount of eight hundred sixty thousand three hundred thirty-eight pounds sterling and sixty-four pence sterling (GBP 860,338.64) so as to raise it from its current amount of twenty thousand pounds sterling (GBP 20,000) to eight hundred eighty thousand three hundred thirty-eight pounds sterling and sixty-four pence sterling (GBP 880,338.64) by the issue of six million eight hundred and three thousand three hundred and ninety (6,803,390) new Class A Shares, eight million eight hundred and three thousand three hundred eighty-six (8,803,386) new class B shares (the "Class B Shares"), eight million eight hundred and three thousand three hundred eighty-six (8,803,386) new class C shares (the "Class C Shares"), eight million eight hundred and three thousand three hundred eighty-six (8,803,386) new class D shares (the "Class D Shares"), eight million eight hundred and three thousand three hundred eighty-six (8,803,386) new class E shares (the "Class E Shares"), eight million eight hundred and three thousand three hundred eighty-six (8,803,386) new class F shares (the "Class F Shares"), eight million eight hundred and three thousand three hundred eighty-six (8,803,386) new class G shares (the "Class G Shares"), eight million eight hundred and three thousand three hundred eighty-six (8,803,386) new class H shares (the "Class H Shares"), eight million eight hundred and three thousand three hundred eighty-six (8,803,386) new class I shares (the "Class I Shares") and eight million eight hundred and three thousand three hundred eighty-six (8,803,386) new class J shares (the "Class J Shares") with a par value of one pence sterling (GBP 0,01) each, having the rights described in the articles of incorporation of the Company.

Subscriptions / Payments

Thereupon, now appears Mrs. Elisa Faraldo Talmon, prenamed, acting in his capacity as duly authorized agent and attorney in fact of the subscribers, prenamed, by virtue of the above mentioned proxies.

The person appearing declared to subscribe in the name and on behalf of AIF VII, prenamed, to three million four hundred and one thousand six hundred ninety-five (3,401,695) Class A Shares, four million four hundred and one thousand six hundred ninety-three (4,401,693) Class B Shares, four million four hundred and one thousand six hundred ninety-three (4,401,693) Class C Shares, four million four hundred and one thousand six hundred ninety-three (4,401,693) Class D Shares, four million four hundred and one thousand six hundred ninety-three (4,401,693) Class E Shares, four million four hundred and one thousand six hundred ninety-three (4,401,693) Class F Shares, four million four hundred and one thousand six hundred ninety-three (4,401,693) Class G Shares, four million four hundred and one thousand six hundred ninety-three (4,401,693) Class H Shares, four million four hundred and one thousand six hundred ninety-three (4,401,693) Class I Shares and four million four hundred and one thousand six hundred ninety-three (4,401,693) Class J Shares with a par value of one pence sterling (GBP 0,01) each, and full payment in cash of the nominal value of such shares as well as a share premium of four hundred thirty-nine million seven hundred thirty-nine thousand one hundred forty-six pounds sterling and sixty-eight pence sterling (GBP 439,739,146.68).

The person appearing declared to subscribe in the name and on behalf of CVC V (A), pre-named, to one million sixty-two thousand four hundred twenty-one (1,062,421) Class A Shares, one million three hundred seventy-four thousand seven hundred forty-one (1,374,741) Class B Shares, one million three hundred seventy-four thousand seven hundred forty-one (1,374,741) Class C Shares, one million three hundred seventy-four thousand seven hundred forty-one (1,374,741) Class D Shares, one million three hundred seventy-four thousand seven hundred forty-one (1,374,741) Class E Shares, one million three hundred seventy-four thousand seven hundred forty-one (1,374,741) Class F Shares, one million three hundred seventy-four thousand seven hundred forty-one (1,374,741) Class G Shares, one million three hundred seventy-four thousand seven hundred forty-one (1,374,741) Class H Shares, one million three hundred seventy-four thousand seven hundred forty-one (1,374,741) Class I Shares and one million three hundred seventy-four thousand seven hundred forty-one (1,374,741) Class J Shares with a par value of one pence sterling (GBP 0,01) each, and full payment in cash of the nominal value of such shares as well as a share premium of one hundred thirty-seven million three hundred thirty-nine thousand seven hundred fifty-five pounds sterling and seventy-three pence sterling (GBP 137,339,755.73).

The person appearing declared to subscribe in the name and on behalf of CVC V (B), pre-named, to one million fifty-eight thousand one hundred eighteen (1,058,118) Class A Shares, one million three hundred sixty-nine thousand one hundred seventy-three (1,369,173) Class B Shares, one million three hundred sixty-nine thousand one hundred seventy-three (1,369,173) Class C Shares, one million three hundred sixty-nine thousand one hundred seventy-three (1,369,173) Class D Shares, one million three hundred sixty-nine thousand one hundred seventy-three (1,369,173) Class E Shares, one million three hundred sixty-nine thousand one hundred seventy-three (1,369,173) Class F Shares, one million three hundred sixty-nine thousand one hundred seventy-three (1,369,173) Class G Shares, one million three hundred sixty-nine thousand one hundred seventy-three (1,369,173) Class H Shares, one million three hundred sixty-nine thousand one hundred seventy-three (1,369,173) Class I Shares and one million three hundred sixty-nine thousand one hundred seventy-three (1,369,173) Class J Shares with a par value of one pence sterling (GBP 0,01) each, and full payment in cash of the

nominal value of such shares as well as a share premium of one hundred thirty-six million seven hundred eighty-three thousand five hundred and four pounds sterling and thirty-one pence sterling (GBP 136,783,504.31).

The person appearing declared to subscribe in the name and on behalf of CVC V (C), pre-named, to one million one hundred thirteen thousand seven hundred sixty-six (1,113,766) Class A Shares, one million four hundred forty-one thousand one hundred eighty-one (1,441,181) Class B Shares, one million four hundred forty-one thousand one hundred eighty-one (1,441,181) Class C Shares, one million four hundred forty-one thousand one hundred eighty-one (1,441,181) Class D Shares, one million four hundred forty-one thousand one hundred eighty-one (1,441,181) Class E Shares, one million four hundred forty-one thousand one hundred eighty-one (1,441,181) Class F Shares, one million four hundred forty-one thousand one hundred eighty-one (1,441,181) Class G Shares, one million four hundred forty-one thousand one hundred eighty-one (1,441,181) Class H Shares, one million four hundred forty-one thousand one hundred eighty-one (1,441,181) Class I Shares and one million four hundred forty-one thousand one hundred eighty-one (1,441,181) Class J Shares with a par value of one pence sterling (GBP 0,01) each, and full payment in cash of the nominal value of such shares as well as a share premium of one hundred forty-three million nine hundred seventy-seven thousand two hundred fifty-six pounds sterling and fourteen pence sterling (GBP 143,977,256.14).

The person appearing declared to subscribe in the name and on behalf of CVC V (D), pre-named, to seventy-nine thousand one hundred twenty-three (79,123) Class A Shares, one hundred and two thousand three hundred eighty-three (102,383) Class B Shares, one hundred and two thousand three hundred eighty-three (102,383) Class C Shares, one hundred and two thousand three hundred eighty-three (102,383) Class D Shares, one hundred and two thousand three hundred eighty-three (102,383) Class E Shares, one hundred and two thousand three hundred eighty-three (102,383) Class F Shares, one hundred and two thousand three hundred eighty-three (102,383) Class G Shares, one hundred and two thousand three hundred eighty-three (102,383) Class H Shares, one hundred and two thousand three hundred eighty-three (102,383) Class I Shares and one hundred and two thousand three hundred eighty-three (102,383) Class J Shares with a par value of one pence sterling (GBP 0,01) each, and full payment in cash of the nominal value of such shares as well as a share premium of ten million two hundred twenty-eight thousand two hundred ninety-three pounds sterling and five pence sterling (GBP 10,228,293.05).

The person appearing declared to subscribe in the name and on behalf of CVC V (E), pre-named, to eighty-eight thousand two hundred sixty-seven (88,267) Class A Shares, one hundred fourteen thousand two hundred fifteen (114,215) Class B Shares, one hundred fourteen thousand two hundred fifteen (114,215) Class C Shares, one hundred fourteen thousand two hundred fifteen (114,215) Class D Shares, one hundred fourteen thousand two hundred fifteen (114,215) Class E Shares, one hundred fourteen thousand two hundred fifteen (114,215) Class F Shares, one hundred fourteen thousand two hundred fifteen (114,215) Class G Shares, one hundred fourteen thousand two hundred fifteen (114,215) Class H Shares, one hundred fourteen thousand two hundred fifteen (114,215) Class I Shares and one hundred fourteen thousand two hundred fifteen (114,215) Class J Shares with a par value of one pence sterling (GBP 0,01) each, and full payment in cash of the nominal value of such shares as well as a share premium of eleven million four hundred and ten thousand three hundred thirty-seven pounds sterling and forty-five pence sterling (GBP 11,410,337.45).

The Shareholders resolved to accept these subscriptions and payments and acknowledged that the newly issued shares plus a total share premium of eight hundred seventy-nine million four hundred seventy-eight thousand two hundred ninety-three pounds sterling and thirty-six pence sterling (GBP 879,478,293.36) have been entirely paid in cash and that the Company has at its disposal the total amount of eight hundred eighty million three hundred thirty-eight thousand six hundred thirty-two pounds sterling (GBP 880,338,632) proof of which was given to the undersigned notary who expressly confirmed and recorded this statement.

Third resolution

The Shareholders resolved to fully amend and restate the Company's articles of incorporation, including the Company's corporate object, which shall from now on read as follows:

Chapter I. Form, Corporate Name, Registered Office, Object, Duration

Art. 1. Form, Corporate Name.

1.1 There is hereby established among the subscriber(s) and all those who may become owners of the shares hereafter issued, a company in the form of a private limited liability company (société à responsabilité limitée) (the "Company") which will be governed by the laws of the Grand Duchy of Luxembourg, notably the law of 10 August 1915 on commercial companies, as amended (the "Luxembourg Law"), by Article 1832 of the Civil Code, as amended, and by the present Articles of incorporation (the "Articles").

1.2 The Company exists under the name of "Achilles Holdings 1 S.à r.l."

Art. 2. Registered Office.

2.1 The Company has its registered office in the City of Luxembourg. The Board of Directors is authorised to change the address of the Company's registered office inside the municipality of the Company's registered office.

2.2 Branches or other offices may be established either in the Grand Duchy of Luxembourg or abroad by resolution of the Board of Directors.

2.3 In the event that in the view of the Board of Directors, extraordinary political, economic or social developments occur or are imminent which would interfere with the normal activities of the Company at its registered office or with the ease of communications with the said office or between the said office and persons abroad, it may temporarily transfer the registered office abroad, until the end of these abnormal circumstances. Such temporary measures will have no effect on the nationality of the Company, which notwithstanding the temporary transfer of the registered office, will remain a company governed by the laws of the Grand Duchy of Luxembourg.

Art. 3. Corporate Object.

3.1 The object of the Company is the direct and indirect acquisition and holding of participating interests, in any form whatsoever, in Luxembourg and/or in foreign undertakings, as well as the administration, development and management of such interests.

3.2 This includes, but is not limited to, investment in, acquirement of, disposal of, granting or issuing (without a public offer) of preferred equity certificates, loans, bonds, notes debentures and other debt instruments, shares, warrants and other equity instruments or rights, including, but not limited to, shares of capital stock, limited partnership interests, limited liability company interests, preferred stock, securities and swaps, and any combination of the foregoing, in each case whether readily marketable or not, and obligations (including but not limited to synthetic securities obligations) in any type of company, entity or other legal person.

3.3 The Company may also use its funds to invest in real estate, in intellectual property rights or any other movable or immovable assets in any form or of any kind.

3.4 The Company may grant pledges, guarantees, liens, mortgages and any other form of securities as well as any form of indemnities, to Luxembourg or foreign entities, in respect of its own obligations and debts.

3.5 The Company may also provide assistance in any form (including but not limited to the granting of advances, loans, money deposits and credits as well as the providing of pledges, guarantees, liens, mortgages and any other form of securities, in any kind of form) to the Company's subsidiaries. On a more occasional basis, the Company may provide the same kind of assistance to undertakings which are part of the same group of companies which the Company belongs to or to third parties, provided that doing so falls within the Company's best interest and does not trigger any license requirements.

3.6 In general, the Company may carry out any commercial, industrial or financial operation and engage in such other activities as the Company deems necessary, advisable, convenient, incidental to, or not inconsistent with, the accomplishment and development of the foregoing.

3.7 Notwithstanding the above, the Company shall not enter into any transaction which would cause it to be engaged in any activity which would be considered as a regulated activity or that would require the Company to have any other license.

Art. 4. Duration.

4.1 The Company is formed for an unlimited duration.

Chapter II. Share Capital, Shares

Art. 5. Share Capital.

5.1 The share capital of the Company is set at eight hundred eighty thousand three hundred thirty-eight pounds sterling and sixty-four pence sterling (GBP 880,338.64) divided into eight million eight hundred three thousand three hundred ninety (8,803,390) class A shares, eight million eight hundred three thousand three hundred eighty-six (8,803,386) class B shares, eight million eight hundred three thousand three hundred eighty-six (8,803,386) class C shares, eight million eight hundred three thousand three hundred eighty-six (8,803,386) class D shares, eight million eight hundred three thousand three hundred eighty-six (8,803,386) class E shares, eight million eight hundred three thousand three hundred eighty-six (8,803,386) class F shares, eight million eight hundred three thousand three hundred eighty-six (8,803,386) class G shares, eight million eight hundred three thousand three hundred eighty-six (8,803,386) class H shares, eight million eight hundred three thousand three hundred eighty-six (8,803,386) class I shares and eight million eight hundred three thousand three hundred eighty-six (8,803,386) class J shares with a par value of one pence sterling (GBP 0.01) each.

5.2 In addition to the share capital, a premium account may be set up, into which any premium paid on any Share in addition to the par value is transferred. The amount of the premium account may be used at the discretion of the Board of Directors to provide for the payment of any Shares which the Company may redeem from any of its Shareholders, to offset any net realised losses, to make distributions to any of the Shareholders or to allocate funds to the legal reserve.

5.3 Any Share that at any time is held in the name of:

5.3.1 any Manager;

5.3.2 any Related Holder of a Manager;

5.3.3 if a Manager has died, his personal representatives;

5.3.4 if a Manager has become bankrupt, any person who becomes entitled to Shares on his bankruptcy; or

5.3.5 any person who is a nominee of, or who otherwise holds Shares on behalf of, any person referred to in Articles 5.3.1 to 5.3.4 (inclusive),

will be subject to the restrictions, and have the benefit of the rights, set out in Article 8.

5.4 Any Share that at any time is held in the name of any person other than those referred to in Articles 5.3.1 to 5.3.5 (inclusive) will not be subject to the restrictions, and not have the benefit of the rights, set out in Article 8.

Art. 6. Shares.

6.1 All the Shares will be, and remain in, registered form in the name of a specific person or entity and recorded in the shareholders' register in accordance with Article 185 of the Luxembourg Law.

6.2 A Shareholders' register, which may be examined by any Shareholder, will be kept at the registered office. The register will contain the precise designation of each Shareholder and the indication of the number and class (if any) of Shares held, the indication of the payments made on the Shares as well as the transfers of Shares and the dates thereof. Each Shareholder will notify its address and any change thereof to the Company by registered letter. The Company will be entitled to rely for any purposes whatsoever on the last address thus communicated. Ownership of the registered Shares will result from the entries in the Shareholders' register. Certificates reflecting the entries in the Shareholders' register may be delivered to the Shareholders upon their request. The Company may issue multiple registered share certificates.

6.3 Each Share is indivisible as far as the Company is concerned. Co-owners of Shares must be represented towards the Company by a common representative, whether appointed amongst them or not. The Company has the right to suspend the exercise of all rights attached to the relevant Share until that common representative has been appointed.

6.4 The Company may redeem its own Shares subject to the conditions set out in Article 13 below and in the applicable law and in the following order of priority:

- (i) no class A shares may be redeemed if the Company has at the time of the redemption any class B shares outstanding;
- (ii) no class B shares may be redeemed if the Company has at the time of the redemption any class C shares outstanding;
- (iii) no class C shares may be redeemed if the Company has at the time of the redemption any class D shares outstanding;
- (iv) no class D shares may be redeemed if the Company has at the time of the redemption any class E shares outstanding;
- (v) no class E shares may be redeemed if the Company has at the time of the redemption any class F shares outstanding;
- (vi) no class F shares may be redeemed if the Company has at the time of the redemption any class G shares outstanding;
- (vii) no class G shares may be redeemed if the Company has at the time of the redemption any class H shares outstanding;
- (viii) no class H shares may be redeemed if the Company has at the time of the redemption any class I shares outstanding;
- (ix) no class I shares may be redeemed if the Company has at the time of the redemption any class J shares outstanding.

Art. 7. Transfer of shares.

7.1 Subject always to Article 7.3, when the Company is composed of several Shareholders, a Shareholder may effect a Transfer of a Share to a non-Shareholder only with the authorisation of the general meeting of Shareholders representing at least three quarters of the share capital.

7.2 A Transfer of a Share shall take place by notarial deed or by a deed under private seal. A Transfer of a Share is not binding upon the Company and upon third parties unless duly notified to the Company or accepted by the Company, in accordance with Article 1690 of the Civil Code.

7.3 No Shareholder nor any other person who holds any interest in a Share may effect or permit a Transfer of any Share other than a Permitted Transfer, and, subject to applicable Law, any Transfer of a Share by a Shareholder or any other person who holds any interest in a Share that is not a Permitted Transfer will be void (and the person to whom any such Transfer is effected will not be entitled to exercise any rights or powers relating to the relevant Share). The Board of Directors shall refuse to register a Transfer of Shares unless transferred in accordance with this Article 7.

7.4 A "Permitted Transfer" is a Transfer of a Share which is:

- (a) effected as part of a Syndication in accordance with any Shareholders' Agreement;
- (b) effected as part of an Exit in accordance with any Shareholders' Agreement;
- (c) effected as result of the exercise of the rights under Article 9 below (Tag Along rights);
- (d) required under Article 10 below (Drag Along rights);
- (e) effected with the prior written consent of the Apollo Voting Investor and the CVC Voting Investor;
- (f) in the case of an Apollo Investor, effected to an Apollo Related Investor;
- (g) in the case of a CVC Investor, effected to a CVC Related Investor;
- (h) in the case that the holder is a Manager, a Related Holder, or the Trustee only:
- (i) effected to the personal representatives or beneficiaries of a Manager who has died;
- (ii) required under Articles 8 or 12 below;
- (iii) effected to a Related Holder, subject to the conditions set out in Articles 7.7 below; or
- (i) required under Articles 7.5 and 7.6 below.

7.5 If any Apollo Related Investor or CVC Related Investor to whom a Transfer of a Share has been effected pursuant to Article 7.4 (f) or (g) or who has subscribed for a Share as permitted by Article 11 ceases to be an Apollo Related Investor or CVC Related Investor, such Apollo Related Investor or CVC Related Investor must effect the Transfer of that Share to an Apollo Initial Investor or CVC Initial Investor or another Apollo Related Investor or CVC Related Investor (as the case may be) within five Business Days of so ceasing to be an Apollo Related Investor or CVC Related Investor.

7.6 If a Related Holder to whom a Transfer of Shares has been effected pursuant to Article 7.4 (h) ceases to be a Related Holder, it must effect the Transfer of Shares which it holds to the relevant Manager, or another Related Holder of the Manager within five Business Days of so ceasing to be a Relevant Holder.

7.7 The conditions referred to in this Article 7.4 (h) (iii) are that:

(i) the prior written consent of each of the Lead Investor Directors (not to be unreasonably withheld or delayed, but which consent may be subject to such reasonable terms or conditions as each of the Lead Investor Directors may determine) is obtained; and

(ii) the Manager continues to hold (directly or through the Trustee) at least 50 per cent. of the aggregate amount of each class of the Shares subscribed for by him, it being acknowledged that, where Shares are issued directly to a Related Holder of a Manager (or to the Trustee to hold for the Related Holder of a Manager), such Shares shall be deemed for the purposes of any Shareholders' Agreement to have been issued to the Manager (or to the Trustee to hold for the Manager, as the case may be) and immediately been the subject of a Transfer to the Related Holder.

7.8 Except where expressly otherwise permitted by any Shareholders' Agreement or otherwise permitted by these Articles, no Shareholder may effect a Transfer of any Share except one which simultaneously transfers, free from all Encumbrances, all legal and beneficial interest in that Share (other than in the case of a Transfer by any Shareholder who is a nominee for another person and the Trustee, where such Transfer will be of all the interest in the Share held by that Shareholder) to a single person who executes the applicable deed of adherence as required by any Shareholders' Agreement and becomes bound by the obligations specified therein and by these Articles.

7.9 No Transfer of Shares shall be permitted if it would cause any of the direct or indirect investors in any of the Apollo Investors or the CVC Investors to be required to include in their taxable income, for US tax purposes, any related person insurance income (within the meaning of section 953 of the US Tax Code).

7.10 No Transfer of Shares shall be permitted if, to the extent required, the approval of the FSA in respect of any acquisition or increase in control (as defined in sections 181 or 182 of FSMA) over any Regulated Entity for which the Regulatory Body is the FSA is not obtained (or is not treated as having been obtained pursuant to section 189(6) of FSMA) with respect to the person to whom such Transfer is proposed to be made.

7.11 No Transfer of Shares (other than a Transfer effected as part of an Exit in accordance with any Shareholders' Agreement) will be permitted if such Transfer would cause a Group Company to be required to make a prepayment under, or to be unable to issue drawdown requests under, or be in breach of or in default under, any Finance Document.

7.12 The Apollo Investors or the CVC Investors may, by notice in writing, require that any Shareholder provides all details of, or causes such other person as it reasonably believes to have relevant information to provide all such information and evidence as it reasonably believes is relevant for the purpose of monitoring whether any Transfer of a Share has been made in accordance with any Shareholders' Agreement or these Articles or whether any proposed Transfer of Shares will be made in accordance with any Shareholders' Agreement and these Articles, including all relevant details of:

7.12.1 any person who has any interest or other right in relation to any Share from time to time;

7.12.2 any understandings or arrangements relating to any Share from time to time;

7.12.3 the basis on which a person is an Apollo Related Investor or a CVC Related Investor; and

7.12.4 the basis on which a person is a Related Holder of a Manager.

7.13 The Board of Directors shall, immediately following the registration of a Transfer of any Share, notify the Apollo Voting Investor and the CVC Voting Investor in writing of the details of the Transfer, which will include the name and address of the person to whom the Transfer has been effected.

Art. 8. Compulsory transfers.

8.1 In this Article 8:

"Acquisition Price" means, in respect of Shares:

(a) if the relevant Shares were purchased by way of the Leaver subscribing for (or a Related Holder or the Trustee subscribing on the Leaver's behalf for) such Shares, the total amount paid up on the Shares (including any premium); or

(b) if the relevant Shares were purchased by way of a Transfer to the Leaver (or to a Related Holder or the Trustee on the Leaver's behalf), the total price paid in consideration for the Transfer of such Shares by the Leaver (or by a Related Holder or the Trustee, as the case may be);

"Cessation Date" means, in relation to a Leaver:

(a) where a payment is made in lieu of notice, the date on which that payment is made;

(b) (in circumstances where (a) does not apply), where his Service Agreement ceases by virtue of notice given by the Leaver or by the Company, the date on which such notice expires, whether or not the Leaver is placed on Garden Leave;

(c) if the Leaver dies, the date of his death or certification of such death (if the date of death is unknown);

(d) where the Leaver is a Leaver because he has been declared bankrupt, the date on which he was declared bankrupt; or

(e) (in circumstances where none of (a), (b), (c) or (d) apply) the date on which the Leaver ceases to be employed or engaged by a Group Company;

“Independent Expert” means a valuation expert (acting as an expert and not as an arbitrator) nominated by the Board of Directors (with the consent of each of the Lead Investor Directors) and appointed by it on the basis set out in Article 8.6 or, in the event of disagreement as to nomination, appointed upon application by the Board of Directors by the President for the time being of the Institute of Chartered Accountants in England and Wales;

“Market Value” means, in relation to Shares, the price which an Independent Expert acting as an expert and not as an arbitrator states in writing to be in its opinion their market value as at the relevant Cessation Date, on the basis of a sale as between a willing seller and a willing buyer at arm’s length and, in determining such market value, the Independent Expert will be instructed in particular:

(a) to have regard to the rights and restrictions attached to such Shares in respect of income and capital but to disregard any restrictions as to transfer;

(b) to disregard whether such Shares represent a minority or a majority interest, as appropriate;

(c) if the Group is then carrying on business as a going concern, to assume that it will continue to do so;

(d) to take full account of the fully diluted equity share capital of the Group and of the loan capital and debt structure of the Group (on the basis that the number of Luxco 2 Class 2 Ordinary Shares which each Luxco 2 Class 2 Ordinary Shareholder holds will, for the purposes of establishing Market Value, be deemed to be reduced by multiplying it by the Reduction Factor); and

(e) to have regard to such other factors as it considers appropriate for such purpose;

8.2 This Article 8 applies when an employee or director of, or consultant to, any Group Company who:

8.2.1 holds Shares; or

8.2.2 has effected a transfer of Shares to a Related Holder,

ceases for any reason to be an employee or director of, or consultant to, a Group Company and does not continue as an employee or director of, or consultant to, any other Group Company or is declared bankrupt (such employee, director or consultant being a “Leaver”). It is acknowledged that such a person will be Leaver if the company which employs him ceases to be a Group Company or if his employment is transferred to a company which is not a Group Company.

8.3 In the 12 months immediately following the relevant Cessation Date for that Leaver, the Board of Directors may serve notice in writing (a “Compulsory Transfer Notice”) on each or any of:

8.3.1 the Leaver;

8.3.2 any Related Holder to whom the Leaver has effected a transfer of the Shares;

8.3.3 if the Leaver has died, his personal representatives and/or any other person who becomes beneficially entitled to the Shares on the death of that Leaver;

8.3.4 if the Leaver has become bankrupt, any person who becomes entitled to Shares on his bankruptcy; and

8.3.5 any holder of Shares who is a nominee of, or who otherwise holds Shares on behalf of, any person referred to in Articles 8.3.1 to 8.3.4 (inclusive),

(each a “Compulsory Transferor”).

8.4 A Compulsory Transfer Notice may require the Compulsory Transferor to transfer some or all of the Shares held by the Compulsory Transferor which relate to the Leaver (the “Compulsory Transfer Shares”) on the terms set out in this Article 8 to such person(s) nominated by the Board of Directors, including any one or more of the following persons, provided always that any such person pays the Compulsory Transfer Price in respect of such Shares:

8.4.1 a person or persons intended to take the Leaver’s place;

8.4.2 another director, officer or employee of, or consultant to a Group Company;

8.4.3 the Trustee;

8.4.4 the Company, in accordance with the Luxembourg Law, provided that (a) such Shares have first been offered to one or more existing or new employees or officers of or consultants to the Group on payment terms determined by the Board of Directors but such offer(s) have not been accepted and (b) such Shares have then been offered to, but not accepted by, the Trustee (and the Apollo Investors and the CVC Investors will procure that a Group Company makes a loan or other financing available to the Trustee to acquire such Shares to the extent that, in the opinion of the Board of Directors acting reasonably, a Group Company should do so); and

8.4.5 a nominee, trustee or custodian (pending nomination of another person pursuant to this Article 8.4),

(each a “Compulsory Transferee”) and in the case of more than one Compulsory Transferee, in the proportions indicated in the Compulsory Transfer Notice. The Compulsory Transfer Notice may reserve the right to finalise the identity of the Compulsory Transferee once the price for the Compulsory Transfer Shares has been agreed in accordance with Article 8.5.1 below or certified in accordance with Article 8.6 below.

8.5 The price for the Compulsory Transfer Shares (the “Compulsory Transfer Price”) shall be:

8.5.1 the price agreed in writing between the Compulsory Transferor and each of the Lead Investor Directors; or

8.5.2 if no agreement is reached under Article 8.5.1 within 10 Business Days of the date of the Compulsory Transfer Notice:

(a) where the Leaver is a Bad Leaver, the lower of the Acquisition Price and the Market Value of each Compulsory Transfer Share, regardless of the Cessation Date of the Leaver;

(b) where the Leaver is a Good Leaver:

i. if the Cessation Date is before the date which falls 12 calendar months after the Unconditional Date, the Acquisition Price of each Compulsory Transfer Share;

ii. if the Cessation Date is on or after the date which falls 12 calendar months after the Unconditional Date, the Market Value of each Compulsory Transfer Share;

8.6 Promptly following the expiry of the 10 Business Days period referred to in Article 8.5.2, the Board of Directors shall instruct the Independent Expert to certify the Compulsory Transfer Price as soon as possible and his decision shall (in the absence of fraud or manifest error) be final and binding on the parties. The Board of Directors (with the consent of each of the Lead Investor Directors) is authorised to engage the Independent Expert jointly on behalf of itself and the relevant Compulsory Transferor and to agree the Independent Expert’s engagement letter (on customary terms for those purposes) on behalf of itself and the relevant Compulsory Transferor, and thereafter any member of the Board of Directors is authorised to execute and deliver the Independent Expert’s engagement letter for and on behalf of the Board of Directors and the relevant Compulsory Transferor. The costs of the Independent Expert shall be paid by the Company as determined by the Lead Investor Directors unless:

8.6.1 such arrangement would not be permitted by applicable Law; or

8.6.2 the Compulsory Transfer Price as so determined by the Independent Expert is less than 90 per cent. of the price which the Board of Directors had previously notified to the Compulsory Transferor as being in its opinion the appropriate price for the purposes of Article 8.5.1,

in which cases all the costs shall be borne by the Compulsory Transferor as a deduction from the aggregate Compulsory Transfer Price due to it under Article 8.7.

8.7 Within seven days of the Compulsory Transfer Price being agreed under Article 8.5.1 or certified under Article 8.6, the Board of Directors shall notify:

8.7.1 each Compulsory Transferor of the name and address of each Compulsory Transferee and the number of Compulsory Transfer Shares to be Transferred to each such Compulsory Transferee and the date on which the sale and purchase of the Compulsory Transfer Shares is to be completed (the “Compulsory Transfer Completion Date”); and

8.7.2 each Compulsory Transferee, indicating:

(a) the number of Compulsory Transfer Shares to be transferred;

(b) the Compulsory Transfer Price; and

(c) the Compulsory Transfer Completion Date.

8.8 The Compulsory Transferor shall Transfer the legal and beneficial title to the relevant Compulsory Transfer Shares to the relevant Compulsory Transferee on the terms set out in this Article 8, by delivering to the Board of Directors on or before the Compulsory Transfer Completion Date:

8.8.1 if a certificate has been issued, the relevant share certificate (or an indemnity in respect thereof in a form satisfactory to the Board of Directors); and

8.8.2 a duly executed short form sale and purchase agreement in a form specified by the Board of Directors under which the Compulsory Transferor will transfer the legal and beneficial title to the relevant Compulsory Transfer Shares to the relevant Compulsory Transferee free from all Encumbrances and with full title guarantee only,

against payment of the aggregate Compulsory Transfer Price due to it on the Compulsory Transfer Completion Date, provided that the Board of Directors may direct that up to 50 per cent. of the Compulsory Transfer Price be retained by the Company or Luxco 2 pending the expiry of, and subject to the Leaver’s compliance with, the Leaver’s obligations under this Article 8 and any restrictive covenants set out in the Leaver’s Service Agreement.

8.9 If a Compulsory Transferor fails to comply with its obligations under Article 8.8 (a “Defaulting Compulsory Transferor”), the Defaulting Compulsory Transferor will be deemed to have effected a Transfer of the Compulsory Transfer Shares to the relevant Compulsory Transferee on the terms set out in this Article 8. The Board of Directors shall register such Transfer(s), after which the validity of such Transfer(s) shall not be questioned by any person.

8.10 If a certificate has been issued in respect of its Compulsory Transfer Shares (or any of them), each Defaulting Compulsory Transferor shall surrender its share certificate relating to the relevant Compulsory Transfer Shares (or provide an indemnity in respect thereof in a form satisfactory to the Board of Directors) to the Board of Directors. On, but not before, such surrender or provision, the Defaulting Compulsory Transferor shall be entitled to the aggregate Compulsory Transfer Price for the relevant Compulsory Transfer Shares Transferred on its/their behalf, without interest. If a certificate has not been issued in respect of its Compulsory Transfer Shares (or any of them) the Defaulting Compulsory Transferor will be entitled, upon registration of the transfer of the Compulsory Transfer Shares pursuant to

Article 8.9 (but not before) to the aggregate Compulsory Transfer Price for the relevant Compulsory Transfer Shares Transferred on its/their behalf, without interest. Payment to the Compulsory Transferor shall be made in such manner as agreed between the Lead Investor Directors and the Defaulting Compulsory Transferor (or, in the absence of such agreement, by cheque to the relevant Compulsory Transferor's last known address). Receipt of the aggregate Compulsory Transfer Price for the Compulsory Transfer Shares so Transferred shall constitute an implied warranty from the relevant Compulsory Transferor in favour of the Compulsory Transferee that the legal and beneficial title to the relevant Compulsory Transfer Shares was Transferred to the Compulsory Transferee free from all Encumbrances and with full title guarantee.

8.11 Each Manager acknowledges and agrees that the authority conferred under Article 8.10 is necessary as security for the performance by the Compulsory Transferor(s) of their obligations under this Article 8.

8.12 No Shares held by a Compulsory Transferor (for the avoidance of doubt, whether or not such person has been served with a Compulsory Transfer Notice) shall be Transferred without the consent of each of the Lead Investor Directors (which consent may be granted unconditionally or subject to terms or conditions).

Art. 9. Tag Along Rights.

9.1 If any Shareholder proposes to effect a Transfer (other than an Exempt Transfer) of any Shares (the "Tagged Shares"), such Shareholder shall not be permitted to complete such Transfer to the proposed transferee (a "Tag Along Purchaser") except in accordance with the procedure set out in this Article 9.

9.2 For the purposes of this Article 9: "Exempt Transfer" means any Transfer of Shares effected:

- (a) as part of a Syndication provided that, following such Transfer, the Apollo Investors and the CVC Investors together hold more than 50 per cent. of the Shares in issue;
- (b) by an Apollo Investor to an Apollo Related Investor;
- (c) by a CVC Investor to a CVC Related Investor;
- (d) pursuant to a Tag Along Offer or Drag Along Sale;
- (e) by a Manager to a Related Holder;
- (f) pursuant to Articles 7.5, 7.6, 8 or 12;
- (g) by an Apollo Investor to a CVC Investor or a CVC Related Investor or by a CVC Investor to an Apollo Investor or an Apollo Related Investor;
- (h) with the consent of each of the Lead Investor Directors and the Luxco 1 Managers' Representative; or
- (i) to a New Holding Company.

9.3 The Shareholder proposing to effect the Transfer (the "Transferor") will first deliver a written notice (a "Tag Along Offer") to each of the other Shareholders who have not waived such notice and their rights under this Article 9 in respect of the proposed Transfer (each a "Tag Along Investor"), with a copy to the Company, which will set out, subject to Article 9.9:

- (a) the number of Shares that may be the subject of a Transfer by the Tag Along Investor to the Tag Along Purchaser which shall be the same proportion of the total number of Shares held by the Tag Along Investor as the number of the Tagged Shares bears to the total number of Shares held by the Transferor;
- (b) the price per Share to be paid by the Tag Along Purchaser in accordance with Article 9.4;
- (c) the payment terms, including a description of the form of any non-cash consideration (which non cash consideration will be payable to each Tag Along Investor who accepts the Tag Along Offer in the same proportion as the non cash consideration payable to the Transferor bears to the cash consideration payable to the Transferor);
- (d) the name and address of the Tag Along Purchaser;
- (e) if known, the date upon which the completion of the Transfer of the Tagged Shares is proposed to occur;
- (f) the other terms and conditions on which the Transferor proposes for the Transfer of the Shares to be effected to the Tag Along Purchaser (including with respect to representations, warranties and indemnities to be made or given to the Tag Along Purchaser by the Tag Along Investor, or any voting or other shareholding arrangements required to be entered into between the Tag Along Purchaser and the Tag Along Investor, but which will exclude any non-compete covenants or other undertakings to be given to the Tag Along Purchaser); and
- (g) the date (the "Acceptance Date") by which each Tag Along Investor wishing to exercise its rights under this Article 9 must deliver written notice (which date will be no earlier than 15 Business Days following the date of the Tag Along Offer), provided that the Transferor shall not be obliged to make a Tag Along Offer to the extent that it has served a Drag Notice in accordance with Article 10.2.

9.4 The price per Share to be paid by the Tag Along Purchaser to each Tag Along Investor who decides to accept the Tag Along Offer (a "Tagging Seller") for its Shares will be no less than the price per Tagged Share that is to be paid to the Transferor, in each case at the completion of such Transfer.

9.5 The payment terms and other material terms and conditions under which each Tagging Seller is to effect the Transfer of its Shares (together, the "Tagging Shares") to the Tag Along Purchaser will be no less favourable to the Tagging Sellers than the payment terms and other material terms and conditions on which the transfer of the Tagged Shares to

the Tag Along Purchaser is being effected (including, for the avoidance of doubt, with respect to representations, warranties (which, in the case of a Tagging Seller who is not a Manager, Related Holder or the Trustee, will be limited to warranties as to title, capacity and valid and binding obligations) and indemnities to be made or given to the Tag Along Purchaser by the Transferor or any voting or other shareholding arrangements required to be entered into between the Tag Along Purchaser and the Transferor, but which will exclude any non-compete covenants or other undertakings to be given to the Tag Along Purchaser by the Transferor), provided, however that this Article 9.5 will always be subject, where a Tagging Seller is a Manager, a Related Holder or the Trustee, to the obligations of each Manager under any Shareholders' Agreement.

9.6 Each Tagging Seller may accept the Tag Along Offer by delivering a binding and irrevocable written acceptance notice to the Transferor (a "Tag Along Acceptance Notice") by no later than the Acceptance Date. Each Tag Along Acceptance Notice shall be of no further force and effect following the service of a Drag Notice in accordance with Article 10.2.

9.7 Each Tag Along Investor who does not deliver a valid and timely Tag Along Acceptance Notice, in compliance with the above requirements and any Shareholders' Agreement and on or prior to the Acceptance Date, will be deemed to have irrevocably waived all of his rights under this Article 9 with respect to the transfer of the Tagged Shares.

9.8 If, following the Acceptance Date, the Tag Along Purchaser is not willing to purchase all of the Tagged Shares and the Tagging Shares, then the total number of Shares that will be subject to a Transfer by the Transferor and each Tagging Seller to the Tag Along Purchaser will be reduced to such number of Shares as the Tag Along Purchaser is willing to purchase, and such reduction will be applied first to the Tagged Shares to ensure that all of the Tagging Shares are purchased by the Tag Along Purchaser.

9.9 Within ten Business Days following the Acceptance Date, the Transferor will send to each Tagging Seller, if any, a notice proposing a date for completion of the Transfer of the Tagged Shares (as they may have been reduced pursuant to Article 9.8 above) and the Tagging Shares. Such date will be not less than 45 Business Days nor more than 180 calendar days (subject to any extension by the Transferor of up to three (3) months thereafter solely for the purpose of obtaining or satisfying any required regulatory approvals or consents or notice requirements) following the Acceptance Date. Each of the Transferor and the Tagging Sellers, if any, will proceed to complete the Transfer of such Tagged Shares and Tagging Shares, if any, to the Tag Along Purchaser on or about such date in accordance with the terms and conditions provided for in the Tag Along Offer (subject to amendment only to the extent that such terms and conditions are no less favourable to any Tagging Seller and no more favourable to the Transferor) and subject to compliance with the provisions of any Shareholders' Agreement and the Articles.

Art. 10. Drag Along Rights.

10.1 If any Shareholder (the "Selling Investor") proposes to effect a Transfer of Shares to a proposed transferee who is not (a) an Affiliate of the Selling Investor (b) an Apollo Investor or an Apollo Related Investor, or (c) a CVC Investor or a CVC Related Investor (a "Drag Along Purchaser") and either:

(a) as a result of such Transfer, the Drag Along Purchaser, together with its Connected Persons and concert parties, would hold more than fifty percent of the Shares for the time being in issue; or

(b) such Transfer is being made in connection with an Exit in accordance with the terms of any Shareholders' Agreement,

and the Selling Investor wishes to require each holder of Shares who is not a party to the transaction (the "Dragged Persons") to effect the Transfer of their Shares (the "Dragged Shares") to the Drag Along Purchaser, the Selling Investor may do so in accordance with this Article 10.

10.2 The Selling Investor will first serve a compulsory acquisition notice (the "Drag Notice") upon each of the Dragged Persons, with a copy to the Company and the Drag Notice will specify, subject to Article 10.3:

(a) the number of Dragged Shares, which will not exceed the same proportion of the total number of Shares held by the Dragged Person as the number of Shares proposed to be sold by the Selling Investor bears to the total number of Shares held by the Selling Investor;

(b) the price to be paid per Dragged Share in accordance with Article 10.5;

(c) the name and address of the Drag Along Purchaser;

(d) the payment terms, including a description of the form of any non cash consideration (which non cash consideration will be payable to each Dragged person in the same proportion as the non cash consideration payable to the Selling Investor bears to the cash consideration payable to the Selling Investor);

(e) a description of any obligation to re-invest any of the proceeds of sale (in respect of which each Dragged Person who is not an Investor will reinvest the same portion of the proceeds of sale of its Dragged Shares as the portion of the sale proceeds that the Selling Investor re-invests bears to the total proceeds received by the Selling Investor in respect of its Shares);

(f) the other terms and conditions upon which the Selling Investor proposes for the transfer of the Dragged Shares to the Drag Along Purchaser to be effected (including with respect to representations, warranties and indemnities to be made or given to the Drag Along Purchaser or any voting or other shareholding arrangements required to be entered

into with the Drag Along Purchaser, but which will exclude any non-compete covenants or other undertakings that may be given to the Drag Along Purchaser); and

(g) the date on which the completion of the Transfer of the Dragged Shares is proposed to occur (which date will be no earlier than ten Business Days and no later than 180 calendar days following the date of the Drag Notice), subject to compliance with this Article 10 and any other provisions of any Shareholders' Agreement and the Articles applicable to the Transfer.

10.3 Following receipt of the Drag Notice and in accordance with this Article 10, the Dragged Persons will be required to effect a Transfer (a "Drag Along Sale") to the Drag Along Purchaser of all of the Shares held by them immediately prior to such Transfer.

10.4 If no Drag Along Sale has been completed by the date that is 180 calendar days (subject to any extension by the Selling Investor of up to three months thereafter solely for the purpose of obtaining or satisfying any required regulatory approvals or consents or notice requirements) after the date of the applicable Drag Notice, such Drag Notice will be deemed to be null and void, and each Dragged Person will be released from all of its obligations in relation to such Drag Notice. For the avoidance of doubt, at any time thereafter, the Selling Investor may deliver a further Drag Notice in accordance with and subject to the terms and conditions of this Article 10.

10.5 As specified in the Drag Notice:

(a) the price per Dragged Share to be paid by the Drag Along Purchaser to the Dragged Persons will be no less than the price per Share that is to be paid by the Drag Along Purchaser to the Selling Investor in each case at the completion of such Transfer, and

(b) the payment terms and other material terms and conditions on which the Transfer of the Dragged Shares to the Drag Along Purchaser is to be effected will be no less favourable to the Dragged Persons than the payment terms and other material terms and conditions on which the Transfer of the Shares to the Drag Along Purchaser is being effected (including, for the avoidance of doubt, with respect to representations, warranties (which, in the case of a Dragged Person who is not a Manager, Related Holder or the Trustee, will be limited to warranties as to title, capacity and valid and binding obligations) and indemnities to be made or given to the Drag Along Purchaser by the Selling Investor or any voting or other shareholding arrangements required to be entered into between the Drag Along Purchaser and the Selling Investor, but which will exclude any non-compete covenants or other undertakings to be given to the Drag Along Purchaser by the Selling Investor), provided, however, that this Article 10.5 will always be subject, where a Dragged Person is a Manager, a Related Holder or the Trustee, to the obligations of each Manager under any Shareholders' Agreement.

10.6 As promptly as practicable following delivery to each of the Dragged Persons of a Drag Notice, the Selling Investor and the Dragged Persons will proceed to complete the Transfer to the Drag Along Purchaser of the relevant Shares by the Selling Investor and the Dragged Shares by the Dragged Persons on the date for completion of such Transfers specified in such Drag Notice (the "Completion Date"), in accordance with the terms and conditions provided for in such Drag Notice (subject to compliance with the provisions of any Shareholders' Agreement).

10.7 Without prejudice to Article 10.6 above, each Dragged Person shall deliver to the Company, or procure delivery to the Company of, duly executed instruments of transfer for its Dragged Shares to the Drag Along Purchaser. On the Completion Date, the Drag Along Purchaser shall pay the cash consideration to each Dragged Person in respect of the relevant Dragged Shares held by him pursuant to the details for the relevant Dragged Person held by the Company to the extent that the relevant Dragged Person has performed his obligations under Articles 10.6 and this Article 10.7 or, if a Dragged Person has not performed those obligations or to the extent such transfer, payment or allotment is impractical, to the Company to be held in trust subject to Article 10.8 below by the Company for the relevant Dragged Person in respect of the relevant Dragged Shares held by him. The Company shall have no obligation to pay interest in respect of any consideration so held in trust.

10.8 If a Dragged Person fails to deliver duly executed instruments of transfer for the Dragged Shares, the Dragged Person is deemed to have transferred the Dragged Shares to the Drag Along Purchaser on the terms set out in this Article 10 to the extent that the Drag Along Purchaser has, by the Completion Date, performed its obligations to the Dragged Person under Article 10.7 above, and the Board of Directors shall register the Transfer after which the validity of the Transfer shall not be questioned by any person.

Art. 11. Rights of pre-emption.

11.1 Other than an Exempt Issuance, no Share or any other security shall be issued by the Company except in accordance with this Article 11.

11.2 For the purpose of this Article 11, "Exempt Issuance" means:

(a) an issue of Shares by the Company to a Third Party as consideration for the acquisition on arm's length commercial terms of any Shares, assets or undertakings from such Third Party;

(b) subject to any Shareholders' Agreement, the issue of Shares in a Rescue Situation.

11.3 No later than 20 Business Days prior to the issue of any Share, the Company shall offer such Shares for subscription by written notice (the "Offer Notice") to each existing Shareholder and each existing holder of Luxco 2 Class 2 Ordinary Share (a "Pre emptive Offeree"), specifying:

(a) the number of Shares offered and the number of Shares to which each Pre-emptive Offeree is entitled to subscribe in accordance with Article 11.4 below;

(b) a description of the material terms of such Shares;

(c) the subscription price per Share; and

(d) the date by which any Pre-emptive Acceptance Notice (as defined below) must be delivered.

11.4 The number of Shares to which each Pre-emptive Offeree is entitled to subscribe:

(i) in the case of a Shareholder will be:

$$A/B * C/D * Y$$

Where:

A = the number of Shares held by the relevant Shareholder;

B = the total number of Shares in issue;

C = the total number of Luxco 2 Class 1 Ordinary Shares in issue;

D = the total number of Luxco 2 Ordinary Shares in issue;

Y = the total number of shares to be offered in accordance with Article 11.3; and

(ii) in the case of a Luxco 2 Class 2 Ordinary Shareholder will be:

$$E/F * G/H * Z$$

Where:

E = the number of Luxco 2 Class 2 Ordinary Shares held by the relevant Luxco 2 Class 2 Ordinary Shareholder;

F = the total number of Luxco 2 Class 2 Ordinary Shares in issue;

G = the total number of Luxco 2 Class 2 Ordinary Shares in issue;

H = the total number of Luxco 2 Ordinary Shares in issue; and

Z = the total number of shares to be offered in accordance with Article 11.3

11.5 The right of any Apollo Investor or any CVC Investor to accept the Offer contained in the Offer Notice may be exercised by any Apollo Related Investor or any CVC Related Investor, each of whom will be a Pre-emptive Offeree for the purposes of this Article 11.

11.6 Each Pre-emptive Offeree who wishes to accept the offer contained in the Offer Notice may accept such offer by delivering a written notice of such acceptance to the Company (a "Pre-emptive Acceptance Notice") within a period of 15 Business Days immediately following the date of the Offer Notice (the "Preemptive Acceptance Period"), specifying the number of Shares such Preemptive Offeree desires to acquire up to the number for which such Preemptive Offeree is entitled to subscribe as specified in the Offer Notice (the "Base Amount") and the number of additional Shares such Pre-emptive Offeree wishes to acquire if such issuance is undersubscribed (the "Additional Amount").

11.7 The delivery of any Pre-emptive Acceptance Notice by a Pre-emptive Offeree in accordance with this Article 11 shall be considered an irrevocable offer (binding on such Pre-emptive Offeree) to subscribe for the Base Amount and Additional Amount, if any, and each Pre-emptive Offeree delivering a Pre-emptive Acceptance Notice shall be under an obligation to acquire in the proposed issuance the Base Amount and the Additional Amount of Shares, at the subscription price per Share specified in the Offer Notice, in each case subject to adjustment in accordance with Article 11.9. Each Pre-emptive Offeree who does not deliver a valid and timely Pre-emptive Acceptance Notice, shall be deemed to have irrevocably waived all of such Pre-emptive Offeree's rights to subscribe for the Shares specified in the Offer Notice. In the event that the Apollo Syndication Vehicle or the CVC Syndication Vehicle does not exercise in full its right to subscribe for the Shares specified in its Offer Notice, such right may be exercised by any Apollo Investor or Apollo Related Investor, or any CVC Investor or CVC Related Investor (as the case may be).

11.8 Following the expiry of the Pre-emptive Acceptance Period or receipt by the Company of a Pre-emptive Acceptance Notice or written waiver from each of the Pre-emptive Offerees, the Shares specified in a valid and timely Preemptive Acceptance Notice from a Pre-emptive Offeree shall be allocated to such Pre-emptive Offeree. Then, if each of the Lead Investor Directors so decide, the Shares that have not been allocated pursuant to the preceding sentence shall be allocated among the Pre-emptive Offerees who have requested Additional Amounts. The Lead Investor Directors may elect not to allocate any or all of the Shares in accordance with the immediately preceding sentence. The Lead Investor Directors shall also have discretion to, among other things, proceed in accordance with Article 11.10 below, direct the Company to issue only those Shares allocated, and none of the Shares, if any, which have not been allocated, in accordance with this Article 11.8 and/or direct the Company not to issue any of the Shares at all.

11.9 The Shares allocated to Pre-emptive Offerees in accordance with Article 11.8 and any Shares to be issued to other persons pursuant to Article 11.10 shall be issued (if and when each of the Lead Investor Directors so determine) within 180 calendar days (or any extension of up to three months thereafter solely for the purpose of obtaining or satisfying any required regulatory approvals or consents or notice requirements) of the expiry of the Pre-emptive Acceptance Period to such Pre-emptive Offerees or other persons against payment to the Company of the subscription price for the Shares.

11.10 Any Shares which are not allocated to the Pre-emptive Offerees in accordance with Article 11.6 above may be offered to any one or more persons, as determined by the Lead Investor Directors, in an issuance to be consummated, together with the issuance to the relevant Pre-emptive Offerees of any Shares allocated to them in accordance with Article 11.8, within 180 calendar days from the expiry of the Pre-emptive Acceptance Period (or any extension of up to three months thereafter solely for the purpose of obtaining or satisfying any required regulatory approvals or consents or notice requirements); provided that the price per Share and other material terms offered to such persons are no more favourable to such person or persons than those offered to the Preemptive Offerees in the Offer Notice.

Art. 12. Defaulting Managers.

12.1 This Article 12 applies in the event that during a Consent Period (as defined below):

12.1.1 a Manager or Related Holder or the Trustee is in breach of his or its obligations under any Shareholders' Agreement (a "Defaulting Manager") in respect of any matter which, under Luxembourg Law, requires the consent of or the passing of a resolution by the Shareholders or holders of Luxco 2 Shares (or any class of them or a specified percentage of them or of any class of them) (such Shares, or the relevant class of them as appropriate, being the "Relevant Shares") and the Manager or Related Holder or the Trustee holds, or controls the right to exercise Manager Voting Rights in respect of Relevant Shares;

12.1.2 the required consent or resolution is not obtained when required; and

12.1.3 the Lead Investor Directors have given the Defaulting Manager not less than five Business Days' prior notice requiring him to exercise his (or to procure the exercise by any Related Holder or the Trustee of his) Manager Voting Rights in respect of the matter;

OR

12.1.4 a Manager (also a "Defaulting Manager") is in breach of his obligations under any Shareholders' Agreement in respect of any matter which, under the Luxembourg Law, requires the consent of or the passing of a resolution by the Shareholders (or any class of them or a specified percentage of them or of any class of them) and the Manager holds, or controls the right to exercise Manager Voting Rights in respect of, Relevant Shares; and

12.1.5 at such time as may be specified in any Shareholders' Agreement, the Qualifying Shares (as defined below) and the Qualifying Shareholders (as defined below) do not represent respectively at least the number of Shares of the relevant class which must be voted in favour of the relevant matter (on the assumption that all Shares which may be voted in respect of the relevant matter are voted) and at least the number of Shareholders of the relevant class who must vote in favour of the relevant matter if the relevant matter is to be duly approved.

12.2 For the purposes of this Article 12, a "Consent Period" means any time period during which:

12.2.1 the aggregate number of Relevant Shares held by any person or persons other than the Investors, is equal to or exceeds 25 per cent. of the total number of Relevant Shares; and/or

12.2.2 the Investors together do not constitute a majority in number of the Shareholders.

12.3 For the purposes of this Article 12,

12.3.1 "Qualifying Shares" means the Relevant Shares held by or on behalf of a Shareholder other than a Manager or in respect of which a duly executed Manager's Power of Attorney in respect of the relevant matter has been received by the Apollo Voting Investor and the CVC Voting Investor in accordance with any Shareholders' Agreement; and

12.3.2 the "Qualifying Shareholders" are the Investors, all Managers and Related Holders who have delivered a duly executed Manager's Power of Attorney in respect of the relevant matter and the Trustee if it has delivered a duly executed Manager's Power of Attorney in respect of the relevant matter.

12.4 If the circumstances described in Article 12.1 apply, then at any time during the following 20 Business Days, each of the Lead Investor Directors may direct that the Company and/or Luxco 2 serve notice in writing (a "Default Notice") on each or any of:

12.4.1 any Defaulting Managers; and/or

12.4.2 any Related Holder,

(each a "Default Transferor").

12.5 A Default Notice may require the Default Transferor to transfer some or all of its Shares or Luxco 2 Class 2 Ordinary Shares (the "Default Shares") to such person or persons and in such proportions as each of the Lead Investor Directors may specify in accordance with this Article 12.

12.6 The price for each Default Share shall be calculated in accordance with Article 8 as if:

12.6.1 the Default Share was a Compulsory Transfer Share;

12.6.2 the Defaulting Manager was a Bad Leaver; and

12.6.3 the reference in Article 8.5 to the "Board of Directors" was instead a reference to the Lead Investor Directors, and shall be paid on the later of:

(a) the Transfer of the Default Shares in accordance with this Article 12; and

(b) 10 Business Days following the determination of the price in accordance with Article 8 and this Article 12.6.

12.7 The Default Transferor shall Transfer the legal and beneficial title to the relevant Default Shares on the terms set out in this Article 12, by delivering to the Board of Directors on or before the date set out in the Default Notice:

12.7.1 if a certificate has been issued, the relevant share certificate(s) (or an indemnity in respect thereof in a form satisfactory to the Board of Directors); and

12.7.2 a duly executed short form sale and purchase agreement in a form specified by the Lead Investor Directors under which the Default Transferor will Transfer the legal and beneficial title to the relevant Default Shares to the relevant person, free from all Encumbrances and with full title guarantee. The Board of Directors shall register the Transfer, after which the validity of the Transfer shall not be questioned by any person.

12.8 If a Default Transferor fails to comply with its obligations under Article 12.7 (a “Defaulting Transferor”), the Defaulting Transferor will be deemed to have effected the Transfer of the Default Shares to the relevant person on the terms set out in this Article 12. The Board of Directors shall register the Transfer, after which the validity of such Transfer shall not be questioned by any person.

12.9 If a certificate has been issued in respect of its Default Shares (or any of them), each Defaulting Transferor shall surrender his share certificate relating to the relevant Default Shares (or provide an indemnity in respect thereof in a form satisfactory to the Board of Directors) to the Board of Directors. On, but not before, such surrender or provision, the Defaulting Transferor shall be entitled to the aggregate price for the relevant Default Shares Transferred on his/their behalf, without interest. If a certificate has not been issued in respect of its Default Shares (or any of them), the Defaulting Transferor shall be entitled, upon registration of the Transfer of the Default Shares under Article 12.8 (but not before) to the aggregate price for the relevant Default Shares Transferred on his/their behalf, without interest. Payment to the Defaulting Transferor shall be made in such manner as is agreed between the Lead Investor Directors and the Defaulting Transferor (or, in the absence of such agreement, by cheque to the relevant Defaulting Transferor’s last known address). Receipt of the aggregate price for the Default Shares so Transferred shall constitute an implied warranty from the relevant Defaulting Transferor in favour of the relevant person that the legal and beneficial title to the relevant Default Shares was Transferred to the relevant person free from all Encumbrances and with full title guarantee.

12.10 The Managers acknowledge and agree that the authority conferred under Article 12.8 is necessary as security for the performance by the Defaulting Transferor of its obligations under this Article 12.

12.11 Notwithstanding Article 7, no Default Transferor (for the avoidance of doubt, whether or not such person has been served with a Default Notice) may effect a Transfer of any Share held by him without the consent of each of the Lead Investor Directors (which consent may be granted unconditionally or subject to terms or conditions).

Art. 13. Increase and Reduction of the Share Capital.

13.1 The subscribed share capital of the Company may be increased or reduced once or several times by a resolution of the sole shareholder or, as the case may be, the general meeting of Shareholders voting with the quorum and majority rules set by these Articles or, as the case may be, by the Luxembourg Law for any amendment of these Articles.

13.2 The share capital of the Company may be increased or reduced through the cancellation of Shares including by the repurchase and cancellation of all the Shares in issue of one or more entire class(es) of Shares, provided that the order of redemption set out in Article 6.4 above be respected. The price at which the relevant Shares shall be redeemed in such circumstances shall reflect the fair market value of such Shares taking into consideration the specific economic rights upon dividend distributions attached to such Shares as set out in Article 33 below.

Chapter III. Management, Board of Directors, Auditors

Art. 14. Management.

14.1 The Company shall be managed by a board of directors (the “Board of Directors”), composed of not less than two members, and not more than six members unless the Apollo Voting Investor and the CVC Voting Investor have both notified the Company in writing that they have consented to the number and identity of any additional member (the “Director(s)”).

14.2 The general meeting of Shareholders of the Company shall appoint up to three Directors nominated by the Apollo Voting Investor (the “Apollo Luxco 1 Directors”).

14.3 The general meeting of Shareholders of the Company shall appoint up to three Directors nominated by the CVC Voting Investor (the “CVC Luxco 1 Directors”).

14.4 The general meeting of Shareholders will at all times be free to vote on any dismissal of any director for any reason, it being understood that the right of person or persons to propose a candidate for appointment to the Board of Directors includes the right to propose the dismissal of the Director appointed in accordance with Articles 14.2 to 14.3 above.

Art. 15. Meetings of the Board of Directors.

15.1 The Board of Directors will not have a chairman (the “Chairman”) unless otherwise agreed by the Apollo Investors and the CVC Investors. The Board of Directors may appoint a secretary (the “Secretary”), who need not be a Director and who will be responsible for keeping the minutes of the meetings of the Board of Directors and of the Shareholder (s).

15.2 Unless the Lead Investor Directors otherwise agree, not less than five Business Days' notice shall be given of each meeting of the Board of Directors or any committee of the Board of Directors (save in the case of an emergency, in which case such notice as is reasonably practicable in the circumstances will be given), together with a written agenda of the business to be transacted at the meeting and all papers relating to the meeting and, unless the Lead Investor Directors agree, no business shall be transacted at any such meeting except for that specified in the agenda relating to it.

15.3 As soon as practicable after each such meeting, a copy of the minutes shall be sent to the Directors.

15.4 Any notice of meeting may be sent by fax, by registered post or by personal delivery to a fax number or address given to the Company by the Director for that purpose and, failing provision of such fax number or address, to the fax number or address provided in any Shareholders' Agreement (and, in the case of any Apollo Luxco 1 Director or CVC Luxco 1 Director, the address and fax number of the Apollo Investors or the CVC Investors as appropriate).

15.5 The Lead Investor Directors will agree from time to time the frequency of meetings of the Board of Directors to be held in each calendar year (the minimum number to be 4 meetings).

15.6 Subject to applicable Law, each Director will be permitted to appoint another Director as his alternate to attend, speak and vote in his place at any meeting of the Board of Directors, provided that a Director who is not resident in the UK for tax purposes will not be permitted to appoint as his alternate a person who is resident in the UK for tax purposes.

15.7 No business will be transacted at any meeting of the Board of Directors unless a quorum is present at the time when the meeting proceeds to business and remains present during the transaction of such business. The quorum for the transaction of business of the Board of Directors will be a majority of the Directors, provided that at least one Apollo Luxco 1 Director (or a duly appointed alternate) and at least one CVC Luxco 1 Director (or a duly appointed alternate) is present, subject always to not less than half of the Directors present being non-UK resident for tax purposes.

15.8 If any duly convened Board meeting is inquorate, the meeting will be adjourned and reconvened at such time and place as those Directors present may agree (and this will be notified to each Director and the Apollo Voting Investor and the CVC Voting Investor) provided that such reconvened meeting must not take place earlier than five days after the time specified for the original meeting. The quorum for the transaction of business at any such reconvened Board meeting will be the presence of the persons referred to in Article 15.7 (and no other persons) subject always to not less than half of the Directors present being non-UK resident for tax purposes, and the only business that may be transacted at that meeting is the business of which details were set out in the notice of the original meeting.

15.9 If any Board meeting reconvened pursuant to Article 15.8 is inquorate, the reconvened Board meeting will be adjourned and reconvened one further time only in accordance with Article 15.8; provided that, at the second reconvened Board meeting, the quorum for the transaction of business will be the presence of any Apollo Luxco 1 Director (or a duly appointed alternate) or any CVC Luxco 1 Director (or a duly appointed alternate), subject always to not less than half of the Directors present being non-UK resident for tax purposes.

15.10 All meetings of the Board of Directors will take place in Luxembourg.

15.11 Subject always to Articles 15.7 and 15.8 and 15.9, one or more Directors may participate in a Board meeting by means of a conference call, by video conference or by any similar means of communication enabling several persons participating therein to simultaneously communicate with each other.

15.12 Subject to Article 16, the Board of Directors will act by majority decision, with each Director present or represented having one vote (provided that such Director is not disqualified from voting by any provision of any Shareholders' Agreement).

Art. 16. Consents.

16.1 Where in relation to a matter in respect of which the consent or approval of the Company is required under any Shareholders' Agreement, the relevant consent or approval may either be:

- (a) given in writing and signed by each Apollo Luxco 1 Director and each CVC Luxco 1 Director;
- (b) given at a meeting of the Board of Directors of the Company that fulfils the requirements of these Articles.

Art. 17. Minutes of Meetings of the Board of Directors.

17.1 The minutes of the meeting of the Board of Directors shall be drawn up and signed by an Apollo Luxco 1 Director and a CVC Luxco 1 Director present at the meeting. Any proxies will remain attached thereto.

17.2 Copies or extracts thereof shall be certified by an Apollo Luxco 1 Director and a CVC Luxco 1 Director.

Art. 18. General Powers of the Directors.

18.1 The Board of Directors are vested with the broadest powers to act on behalf of the Company and to perform or authorise all acts of administrative or disposal nature, necessary or useful for accomplishing the Company's object. All powers not expressly reserved by the Luxembourg Law, or by any Shareholders' Agreement, to the sole shareholder or, as the case may be, to the general meeting of Shareholders fall within the competence of the Board of Directors.

Art. 19. Delegation of Powers.

19.1 The Board of Directors may delegate any of its powers to any person, or group of persons, including to a committee of the Board of Directors or to the board of directors of another Group Company (or a committee thereof) and withdraw any such delegation at any time.

19.2 The constitution, membership, power and authority of any committee of the Board of Directors require the approval of the Lead Investor Directors having regard to the need to ensure that the Company remains non-UK resident for tax purposes.

Art. 20. Representation of the Company.

20.1 The Company will be bound towards third parties by the joint signatures of one Apollo Luxco 1 Director and one CVC Luxco 1 Director as well as by the joint signatures or single signature of any person(s) to whom the Board of Directors have delegated such signatory power, within the limits of such power.

Art. 21. Conflict of Interests - Related Party Arrangements.

21.1 No contract or other transaction between the Company and any other company or firm shall be affected or invalidated by the sole fact that any one or more duly authorised representatives of the Company, including but not limited to any Director, has a personal interest in, or is a duly authorised representative of said other company or firm. Except as otherwise provided for hereafter, any duly authorised representatives of the Company, including but not limited to any Director, who serves as a duly authorised representative of any other company or firm with which the Company contracts or otherwise engages in business, shall not for that sole reason, be automatically prevented from considering and acting upon any matters with respect to such contract or other business.

21.2 Notwithstanding the above, each Apollo Investor and each CVC Investor and each Manager will, to the extent it is or becomes actually aware of the same, notify the Board of Directors of any direct or indirect interest which it or any of its Related Parties and, in the case of the CVC Investors only, any Acromas Company (in each case the "Conflicted Party") has in any contract or transaction or proposed contract or transaction or other relationship with the Company (in each case, a "Related Party Contract") prior to the Company entering into the Related Party Contract.

21.3 The relevant Directors appointed by the Conflicted Party and/or the Conflicted Party shall not consider or vote any such transaction and any decisions by the Board of Directors (including by way of written resolution) in relation to the Company entering into, or taking any action to exercise or enforce its right with respect to that Related Party Contract.

21.4 The Conflicted Party shall refrain from exercising any voting rights attaching to any Share, or exercising any power it has to direct the exercise of such voting rights by other or to sign a written resolution in relation to a Group Company entering into, or taking any action to exercise or enforce its right with respect to that Related Party Contract.

21.5 Any such transaction and such Director's interest therein shall be reported to the general meeting of shareholders.

Art. 22. Expense Reimbursement and Directors' Liability and Insurance.

22.1 Each Apollo Luxco 1 Director and CVC Luxco 1 Director is entitled to reimbursement by the Company of all reasonable expenses incurred by him in connection with his office as a director, subject to the production of such receipts as may reasonably be required.

22.2 The Company shall exculpate and indemnify each of (i) the Apollo Investors and the CVC Investors and their respective Affiliates and (ii) any directors, officers, agents, managers, partners and employees of the Apollo Investors and the CVC Investors, and their respective Affiliates (each an "Indemnified Person") from and against any liability, any amount paid or incurred by such Indemnified Person in settlement of any such liability, and all expenses reasonably incurred or paid by such Indemnified Person in connection with any suit, claim, action or proceeding in which it becomes involved (as a party or otherwise) by virtue of such Indemnified Person becoming involved in the business and affairs of the Company or, as the case may be, by virtue of such Indemnified Person's role or capacity as a member of the board of directors of the Company, in each case to the fullest extent permitted by the Luxembourg Law.

Art. 23. Audit.

23.1 Except if the Company's annual accounts are audited by an approved statutory auditor in accordance with the requirements of the Luxembourg Law, the supervision of the operations of the Company may be, and shall be, if the Company has more than twenty-five (25) shareholders, entrusted to one or more auditors who need not be Shareholders.

23.2 The auditors or, as the case may be, the approved statutory auditor, if any, shall be appointed by the general meeting of Shareholders, which will determine the number of statutory auditors, if applicable, the remuneration of the statutory or approved statutory auditor and the duration of their mandate. The auditors will hold office until their successors are elected. They may be re-elected at the end of their term and they may be removed at any time, with or without cause, by a resolution of the general meeting of Shareholders.

23.3 In addition, the Apollo Investors or the CVC Investors will be entitled at any time to instruct the auditors or an independent firm of accountants to (a) enquire into, and report on, the Company or (b) undertake a review of any information provided to them or to the Lead Investor Directors pursuant to any Shareholders' Agreement.

Art. 24. Information rights.

24.1 To the extent permitted by the Luxembourg Law, the Board of Directors shall disclose to the Apollo Investors and the CVC Investors all the financial information regarding the Company or its accounts, the Annual Budget and the management accounts and/or any other information and documents required pursuant to any Shareholders' Agreement.

Art. 25. Corporate Opportunities.

25.1 Subject to the applicable Luxembourg Law:

25.1.1 none of (i) the Apollo Investors or the CVC Investors or any of their respective Affiliates or (ii) any director, officer, agent, employee, partner or manager of the Apollo Investors or the CVC Investors or any of their respective Affiliates (including the Apollo Luxco 1 Directors and CVC Luxco 1 Directors) (each a "Covered Person") will (subject to mandatory directors' duties) have any duty (contractual or otherwise) to disclose, communicate or present any actual or potential transactions, matters, business or corporate opportunities, or any other interests, to the Company (each a "Corporate Opportunity"); and

25.1.2 each Covered Person may pursue, directly or indirectly, any Corporate Opportunity for itself, or direct any such Corporate Opportunity to another person, without any liability to the Company for breach of any duty (contractual or otherwise) by reason of any acts or omissions permitted by this Article 25 or any liability to account for any profit arising as a result of any such Corporate Opportunity, provided always that no confidential information relating to the Company is used for such purposes and information barriers approved by the Lead Investor Directors and/or other procedures approved by the Lead Investor Directors to deal with actual or potential conflicts of interest are put in place and maintained.

Chapter IV. Meetings of Shareholders

Art. 26. Annual General Meeting.

26.1 The annual general meeting, to be held only in case the Company has more than twenty-five (25) Shareholders, will be held at the registered office of the Company or at such other place as may be specified in the notice convening the meeting on the 1st Wednesday of June at 10.30 a.m.

26.2 If such day is not a business day in Luxembourg, the meeting will be held on the next following business day.

Art. 27. Other General Meetings of Shareholders.

27.1 The Shareholders may hold other general meetings of Shareholders to be convened in compliance with the Luxembourg Law and these Articles.

27.2 General meetings of Shareholders, including the annual general meeting, may be held abroad only if, in the discretionary opinion of the Board of Directors, circumstances of force majeure so require.

Art. 28. Powers of the Meeting of Shareholders.

28.1 Any regularly constituted general meeting of Shareholders of the Company represents the entire body of Shareholders.

28.2 The general meeting of Shareholders shall have the powers vested in it by the Luxembourg Law and by these Articles.

Art. 29. Procedure, Vote.

29.1 The general meeting of Shareholders will meet upon notice given by the Board of Directors, by the auditor(s), if any, or by Shareholders owning more than half of the share capital of the Company made in compliance with the Luxembourg Law and the present Articles.

29.2 The notice shall be sent to the Shareholders at least eight (8) days prior to the meeting and shall specify the date, time, place and agenda of the meeting.

29.3 If all the Shareholders are present or represented at a general meeting of Shareholders and if they state that they have been informed of the agenda of the meeting, the meeting may be held without prior notice.

29.4 A Shareholder may act at any meeting of Shareholders by appointing in writing or by fax another person as her/his proxy who need not be a Shareholder.

29.5 The Board of Directors may determine all other conditions that must be fulfilled in order to take part in a general meeting of Shareholders.

29.6 Any general meeting of Shareholders shall be presided by any person appointed by the general meeting of Shareholders.

29.7 The chairman of the general meeting of Shareholders shall appoint a secretary.

29.8 The general meeting of Shareholders shall appoint one or several scrutineer(s).

29.9 The chairman of the general meeting of Shareholders together with the secretary and the scrutineer(s) so appointed, form the bureau of the general meeting.

29.10 An attendance list indicating the name of the Shareholders, the number of Shares held by them and, if applicable, the name of their representative, is drawn up and signed by the bureau of the general meeting of the Shareholders or, as the case may be, their representatives.

29.11 If the Company is composed of no more than twenty-five (25) Shareholders, general meetings of Shareholders are not compulsory and the Shareholders may cast their vote on the proposed resolutions in writing. In such case, the Board of Directors, the auditor(s), if any, or the Shareholders owning more than half of the share capital of the Company can ask the Shareholders to express their vote on specific resolutions in writing within a time period to be indicated,

which shall not be less than eight (8) days. The applicable quorum and majority rules shall be applied on the votes received by the Company within the indicated time period.

29.12 One vote is attached to each Share, except as otherwise provided for by the Luxembourg Law.

29.13 Except as otherwise required by the Luxembourg Law or by the present Articles, any amendment to the present Articles shall be approved by Shareholders (i) being a majority of the Shareholders in number and (ii) representing three-quarters of the corporate capital.

29.14 Except as otherwise required by the Luxembourg Law or by the present Articles, all other resolutions will be taken by Shareholders representing more than half of the share capital of the Company. In case the quorum is not reached at the first meeting, the members shall be convened or consulted a second time, by registered letter, and decisions shall be adopted by a majority of the votes cast, regardless of the portion of capital represented.

Art. 30. Minutes of Shareholders Resolutions.

30.1 Minutes of the written decisions of the sole Shareholder or, as the case may be, of the general meetings of Shareholders shall be drawn up and signed by the sole Shareholder or, as the case may be, by the bureau of the meeting and be kept at the registered office of the Company. In case of resolutions passed in writing, the voting bulletins shall also be kept at the registered office of the Company.

30.2 Copies or extracts of the minutes of the resolutions passed by the sole shareholder or, as the case may be, by the general meeting of Shareholders, as well as copies or extracts of the voting bulletins shall be certified by one Apollo Luxco 1 Director and one CVC Luxco 1 Director.

Chapter V. Financial Year, Distribution of Profits

Art. 31. Financial Year.

31.1 The Company's financial year begins on the first day of the month of January and ends on the last day of the month of December every year.

Art. 32. Approval of Annual Accounts.

32.1 At the end of each financial year, the accounts are closed and the Board of Directors, shall draw up the annual accounts of the Company in accordance with the Luxembourg Law and submit them, if applicable, to the auditor(s) for review and to the sole shareholder or, as the case may be, to the general meeting of Shareholders for approval.

32.2 Each shareholder or his representative may inspect the annual accounts at the registered office of the Company as provided for by the Luxembourg Law.

Art. 33. Allocation of Profits.

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

33.2 Every year, five percent (5%) of the net profit will be transferred to the legal reserve. This deduction ceases to be compulsory once the legal reserve amounts to ten percent (10%) of the issued capital.

33.3 The general meeting of Shareholders shall determine how the remainder of the net profits will be allocated.

33.4 The holders of class J shares shall be entitled to receive all remaining income distributed, if any, as per the Shareholders' decision in proportion to the number of class J shares held by them.

33.5 In the case where there shall no longer be any class J shares outstanding in the Company, the holders of class I shares shall be entitled to receive all remaining income distributed, if any, as per the Shareholders' decision in proportion to the number of class I shares held by them.

33.6 In the case where there shall no longer be any class I shares outstanding in the Company, the holders of class H shares shall be entitled to receive all income distributed, if any, as per the Shareholders' decision, in proportion to the number of class H shares held by them.

33.7 In the case where there shall no longer be any class H shares outstanding in the Company, the holders of class G shares shall be entitled to receive all income distributed, if any, as per the Shareholders' decision, in proportion to the number of class G shares held by them.

33.8 In the case where there shall no longer be any class G shares outstanding in the Company, the holders of class F shares shall be entitled to receive all income distributed, if any, as per the Shareholders' decision, in proportion to the number of class F shares held by them.

33.9 In the case where there shall no longer be any class F shares outstanding in the Company, the holders of class E shares shall be entitled to receive all income distributed, if any, as per the Shareholders' decision, in proportion to the number of class E shares held by them.

33.10 In the case where there shall no longer be any class E shares outstanding in the Company, the holders of class D shares shall be entitled to receive all income distributed, if any, as per the Shareholders' decision, in proportion to the number of class D shares held by them.

33.11 In the case where there shall no longer be any class D shares outstanding in the Company, the holders of class C shares shall be entitled to receive all income distributed, if any, as per the Shareholders' decision, in proportion to the number of class C shares held by them.

33.12 In the case where there shall no longer be any class C shares outstanding in the Company, the holders of class B shares shall be entitled to receive all income distributed, if any, as per the Shareholders' decision, in proportion to the number of class B shares held by them

33.13 In the case where there shall no longer be any class B shares outstanding in the Company, the holders of class A shares shall be entitled to receive all income distributed, if any, as per the Shareholders' decision, in proportion to the number of class A shares held by them.

Art. 34. Interim Dividends.

34.1 The Board of Directors is authorised to pay out interim dividends, provided that current interim accounts have been drawn-up and that said interim accounts show that the Company has sufficient available funds for such a distribution.

34.2 Interim dividends decided to be paid by the Board of Directors pursuant to this Article can only be distributed according to the rules of priority and proportions set out in Article 33 above for the declaration of dividends by the Shareholder(s).

Chapter VI. Dissolution, Liquidation of the Company

Art. 35. Dissolution, Liquidation.

35.1 The Company shall not be dissolved by reason of death, suspension of civil rights, insolvency or bankruptcy of the sole shareholder or one of the Shareholders.

35.2 The Company may be dissolved by a decision of the sole shareholder or, as the case may be, of the general meeting of Shareholders voting with the same quorum and majority as for the amendment of these Articles, unless otherwise provided for by the Luxembourg Law.

35.3 Should the Company be dissolved, the liquidation will be carried out by one or more liquidators (who may be physical persons or legal entities) appointed by the sole shareholder or, as the case may be, by the general meeting of Shareholders, as the case may be, which will determine their powers and their compensation.

35.4 After payment of all the outstanding debts of and charges against the Company, including taxes and expenses pertaining to the liquidation process, the remaining net assets of the Company shall be distributed to the Shareholder(s) according to the rules of priority and proportions set out in Article 33 above.

Chapter VII. Applicable Law

Art. 36. Applicable Law.

36.1 All matters not governed by these Articles shall be determined in accordance with the applicable Law.

Art. 37. Definitions. Acromas Company means Acromas Holdings Limited (or any other company which acts as its holding company for the businesses of the AA and Saga) and its subsidiary undertakings from time to time.

Affiliate means in relation to a Shareholder other than a Manager, a Related Holder or the Trustee:

(a) any person Controlled by that Shareholder (or, in the case of a Shareholder that is a Fund, any person Controlled by the Fund Adviser or Fund Manager of that Shareholder);

(b) any Fund whose Fund Adviser or Fund Manager is that Shareholder (or, in the case of a Shareholder that is a Fund, any other Fund whose Fund Adviser or Fund Manager is also the Fund Adviser or Fund Manager of that Shareholder);

(c) any Fund Adviser, Fund Manager or Fund Nominee of that Shareholder; and

(d) any other person directly or indirectly Controlled by any person who from time to time Controls, or is Controlled by, or is under common Control with, that Shareholder, provided that to the extent the ultimate parent company of any such entity is listed on a recognised investment exchange, any person or entity which is an Affiliate solely because it has an interest in such company will be excluded for these purposes,

and excludes, for the avoidance of doubt, any Controlled Portfolio Company, Portfolio Company, Syndicatee or Syndication Vehicle;

Apollo Initial Investor means each of AIF VII Euro Holdings L.P., AP Achilles Holdings (EH 1), LLC, AP Achilles Holdings (EH 2), LLC, AP Achilles Holdings (EH 3), LLC and AP Achilles Holdings (EH 4), LLC.

Apollo Investor means:

(a) each Apollo Initial Investor for as long as it is the holder of a Share; and

(b) any other Apollo Related Investor that is the holder of a Share from time to time.

Apollo Luxco 1 Director means any Director nominated for appointment by the Apollo Investors.

Apollo Related Investor means:

(a) a Fund of which the Fund Manager or Fund Adviser is Apollo Topco or any of its wholly owned subsidiaries;

(b) a Fund Manager or Fund Adviser which is Apollo Topco or any of its wholly owned subsidiaries; or

(c) a Fund Nominee of a Fund of which the Fund Manager or Fund Adviser is Apollo Topco or any of its wholly owned subsidiaries,

in each case as at the time at which an assessment of whether a person is an Apollo Related Investor is made, and excluding the Apollo Syndication Vehicle and the Joint Syndication Vehicle at all times;

Apollo Syndication Vehicle means a legal person established solely by Apollo Topco and/or one or more wholly owned subsidiaries of Apollo Topco for the purpose of holding Shares following a Syndication.

Apollo Topco means:

- (a) Apollo Global Management, LLC; or
- (b) any person which becomes the parent undertaking of Apollo Global Management, LLC and its subsidiaries or any person who acquires all or substantially all of the assets of Apollo Global Management, LLC and its subsidiaries.

Apollo Voting Investor means Apollo Management VII, L.P., or any other person appointed as the Apollo Voting Investor pursuant to any Shareholders' Agreement.

Bad Leaver means a person who becomes a Leaver:

(a) in circumstances where the Group Company which is his employer or which has otherwise engaged his services is entitled to dismiss the person summarily;

(b) who has breached, or who subsequently breaches, certain undertakings as may be specified in any Shareholders' Agreement as constituting that person a Bad Leaver in the event of a breach by him thereof;

(c) in circumstances where the relevant Group Company is entitled to terminate his Service Agreement without notice and without compensation pursuant to any Shareholders' Agreement; or

(d) against whom a successful Warranty Claim has been, or is subsequently, brought, or who has admitted, or who subsequently admits, liability in respect of a Warranty Claim,

provided that for the avoidance of doubt, no person shall be a Bad Leaver where he is dismissed as a result of not carrying out actions or engaging in conduct required by any Shareholders' Agreement, and any such actions or conduct amount to a breach of Law or the rules or regulations of any Regulatory Body in relation to a Regulated Entity.

Bidco means Achilles Netherlands Holdings B.V., a private limited liability company (besloten vennootschap) incorporated in the Netherlands whose registered office is at De Boelelaan 7, 1083 HJ Amsterdam, the Netherlands.

Board of Directors means the board of directors of the Company;

Business Day means a day (other than a Saturday or Sunday) on which banks generally are open in London, Amsterdam, Jersey, Luxembourg and New York for the transaction of normal banking business.

Connected Person has the meaning given to it in Section 1122 of the United Kingdom Corporation Tax Act 2010 (excluding sections 1122(4) and 1122(7)).

Control means the ability, directly or indirectly, to determine in all material respects the manner in which the affairs of another person are conducted whether by means of ownership, contract or otherwise.

Controlled Portfolio Company means:

(a) in relation to an Apollo Investor or a CVC Investor, any person who, but for the exclusion specified in the definition of Affiliate, would be an Affiliate of that Apollo Investor or CVC Investor and either:

(i) owns and operates its own revenue generating business; or

(ii) acts as a holding company for a person who owns and operates such a business, or is a subsidiary of such holding company; or

(b) in relation to an Affiliate of an Apollo Investor or a CVC Investor (an "Investor Affiliate"), any person who, but for the exclusion specified in the definition of Affiliate, would be an Affiliate of that Investor Affiliate (where all references in the definition of Affiliate to an Investor are construed as references to that Investor Affiliate) and either:

(i) owns and operates its own revenue generating business; or

(ii) acts as a holding company for a person who owns and operates such a business, or is a subsidiary of such holding company; or

CVC Initial Investor means each of CVC European Equity Partners V (A) L.P., CVC European Equity Partners V (B) L.P., CVC European Equity Partners V (C) L.P., CVC European Equity Partners V (D) L.P. and CVC European Equity Partners V (E) L.P.

CVC Investor means:

(a) each CVC Initial Investor for as long as it is the holder of a Share; and

(b) any other CVC Related Investor that is the holder of a Share from time to time.

CVC Luxco 1 Director means any Director nominated for appointment by the CVC Investors.

CVC Related Investor means:

(a) a Fund of which the Fund Manager or Fund Adviser is CVC Topco or any of its wholly owned subsidiaries;

(b) a Fund Manager or Fund Adviser which is CVC Topco or any of its wholly owned subsidiaries; or

(c) a Fund Nominee of a Fund of which the Fund Manager or Fund Adviser is CVC Topco or any of its wholly owned subsidiaries.

in each case as at the time at which an assessment of whether a person is a CVC Related Investor is made, and excluding the CVC Syndication Vehicle and the Joint Syndication Vehicle at all times.

CVC Syndication Vehicle means a legal person established by CVC European Equity V Limited and/or one or more wholly owned subsidiaries of CVC Topco for the purpose of holding Shares following a Syndication.

CVC Topco means:

(a) CVC Capital Partners SICAV FIS S.A.; or

(b) any person which becomes the parent undertaking of CVC Capital Partners SICAV FIS S.A. and its subsidiaries or any person who acquires all or substantially all of the assets of CVC Capital Partners SICAV FIS S.A. and its subsidiaries.

CVC Voting Investor means CVC European Equity V Limited, or any other person appointed as the CVC Voting Investor pursuant to any Shareholders' Agreement.

Director means a director of the Company from time to time.

EBT means the Brit Insurance Management Equity Plan Employee Trust.

Encumbrance means a mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third party right or interest, other encumbrance or security interest of any kind, or another type of agreement or arrangement having similar effect.

Existing RCF means the £175,000,000 revolving credit facility dated 9 November 2009 among the Target, Brit Group Holdings B.V., Brit Overseas Holdings S.a.r.l., Brit Insurance Holdings Plc (now known as Brit Insurance Holdings Limited), The Royal Bank of Scotland Plc, Calyon and Lloyds TSB Bank Plc.

Exit means any of the following transactions (but, for the avoidance of doubt, does not include any of the following transactions to the extent they are carried out for the purposes of a bona fide reorganisation of the Group):

(a) a Transfer (other than pursuant to an IPO) of at least 80 per cent. of the Shares in issue, or a Transfer (other than pursuant to an IPO) of at least 80 per cent. of the shares of a New Holding Company in issue, in each case to a person or persons other than the Apollo Investors and the CVC Investors and their Affiliates and/or the Syndication Vehicles;

(b) a Transfer pursuant to an IPO of ordinary shares in a Listed Company to a person or persons other than the Apollo Investors and the CVC Investors and their Affiliates and/or the Syndication Vehicles;

(c) an issue (other than pursuant to an IPO) of Shares or of shares in a New Holding Company to a person or persons other than the Apollo Investors and the CVC Investors and their Affiliates where, following such issue, the Apollo Investors, the CVC Investors and the Syndication Vehicles together would hold less than 20 per cent. of the Shares or the shares of a New Holding Company in issue;

(d) an issue pursuant to an IPO of ordinary shares in a Listed Company to a person or persons other than the Apollo Investors and the CVC Investors and their Affiliates;

(e) a redemption of Shares or of shares in a New Holding Company where, following such redemption, the Apollo Investors, the CVC Investors and the Syndication Vehicles together would hold less than 20 per cent. of the Shares or the shares of a New Holding Company in issue;

(f) a Winding Up of the Company or a New Holding Company;

(g) a Transfer (other than pursuant to an IPO) of Luxco 2 Shares or of shares in an Intermediate Holding Company where, following such Transfer, the Apollo Investors, the CVC Investors and the Syndication Vehicles together would indirectly control less than 20 per cent. of the Luxco 2 Shares or the shares of the Intermediate Holding Company in issue;

(h) an issue (other than pursuant to an IPO) of Luxco 2 Shares or of shares in an Intermediate Holding Company where, following such issue, the Apollo Investors, the CVC Investors and the Syndication Vehicles together would indirectly control less than 20 per cent. of the Luxco 2 Shares or the shares of the Intermediate Holding Company in issue;

(i) a redemption of Luxco 2 Shares or of shares in an Intermediate Holding Company where, following such redemption, the Apollo Investors, the CVC Investors and the Syndication Vehicles together would indirectly control less than 20 per cent. of the Luxco 2 Shares or the shares of the Intermediate Holding Company in issue;

(j) a Winding Up of Luxco 2 or an Intermediate Holding Company; and

(k) a sale of at least 80 per cent. of the assets of the Group.

Family Member means, in relation to a Manager, his spouse or civil partner and/or his children by blood or adoption and/or his step-children.

Family Trust means, in relation to a Manager, a trust (whether arising under a settlement, declaration of trust, testamentary disposition or on an intestacy) in respect of which the only beneficiaries (and the only persons capable of being beneficiaries) are that Manager and/or his Family Members.

Finance Documents means the Existing RCF, the Replacement RCF, the Subordinated Notes, and any other document relating to the incurrence of indebtedness by a Group Company from time to time which is approved by the Lead Investor Directors and designated by the Lead Investor Directors as a Finance Document for the purposes of any Shareholders' Agreement.

FSA means the Financial Services Authority, designated as the regulatory authority for the financial services industry in the United Kingdom under FSMA and any successor regulatory authority in the United Kingdom.

FSMA means the United Kingdom Financial Services and Markets Act 2000.

Fund means a person which:

- (a) is not a natural person; and
- (b) has been established as a collective investment vehicle to receive funding from sophisticated investors and to apply it to make investments in equity securities issued by companies or other persons.

Fund Adviser means a person which:

- (a) is not a natural person; and
- (b) provides a Fund with advice in relation to material investment decisions of that Fund.

Fund Manager means a company, a limited partnership, a general partner, adviser or other person which:

- (a) is not a natural person; and
- (b) has the sole power to take, at its discretion, all material investment decisions of a Fund.

Fund Nominee means a person which:

- (a) is not a natural person; and
- (b) holds investments as bare trustee for a Fund.

Garden Leave means the period in respect of which the relevant Manager is given a direction to perform no duties under his Service Agreement during some or all of the notice period under that Service Agreement, and a "Garden Leave Direction" will be construed accordingly.

Good Leaver means a Leaver who is not a Bad Leaver (including for the avoidance of doubt any person who becomes a Leaver by virtue of his death or permanent incapacity) or any Leaver who is designated as a Good Leaver by the Board of Directors.

Group means the Company and each of its subsidiary undertakings from time to time (including, for the avoidance of doubt, the Target Group), or any New Holding Company and each of its subsidiary undertakings from time to time, and "Group Company" and "member of the Group" will be construed accordingly.

Intermediate Holding Company means a Group Company, other than Luxco 2, the Company or a New Holding Company, which directly or indirectly controls all or substantially all of the assets of the Group.

IPO means an offering for sale or subscription of securities in a Group Company conditional upon a Listing.

Joint Syndication Vehicle means a legal person established jointly by (a) Apollo Topco or any wholly-owned subsidiary of Apollo Topco and (b) CVC European Equity V Limited or any wholly-owned subsidiary of CVC Topco.

Law means any statute, and any subordinate legislation made thereunder, from time to time in force.

Lead Investor Directors means those persons designated as such under any Shareholders' Agreement.

Leaver has the meaning given to it in Article 8.2.

Listed Company means any Group Company whose ordinary shares are admitted to trading on any recognised investment exchange approved by the Lead Investor Directors.

Listing means the admission to trading of any of a Group Company's ordinary shares on any recognised securities exchange approved by the Lead Investor Directors.

Luxco 1 Managers' Representative means any person designated as such under any Shareholders' Agreement.

Luxco 2 means Achilles Holdings 2 S.à.r.l., a limited liability company (société à responsabilité limitée) organised and existing under the laws of the Grand Duchy of Luxembourg, whose registered office is at 5, rue Guillaume Kroll, L-1882 Luxembourg, with a share capital of GBP 18,000 and registered with the Luxembourg Trade and Companies Register under number B 155.958.

Luxco 2 Class 1 Ordinary Share means a class 1 ordinary share in the capital of Luxco 2 having a nominal value of £0.01 and designated as either an "A1", "B1", "C1", "D1", "E1", "F1", "G1", "H1", "I1" or "J1" ordinary share;

Luxco 2 Class 2 Ordinary Share means a class 2 ordinary share in the capital of Luxco 2 having a nominal value of £0.01 and designated as either an "A2", "B2", "C2", "D2", "E2", "F2", "G2", "H2", "I2" or "J2" ordinary share;

Luxco 2 Ordinary Share means a Luxco 2 Class 1 Ordinary Share and/or a Luxco 2 Class 2 Ordinary Share.

Luxco 2 Class 2 Ordinary Shareholder means a person entered in the shareholders' register of Luxco 2 as the holder for the time being of a Luxco 2 Class 2 Ordinary Share.

Luxco 2 Share means any share in the capital of Luxco 2.

Manager means Dane Douetil, Malcolm Beane, Jonathan Turner, Matthew Wilson, Ray Cox, Baldeep Johal and each other person designated as such pursuant to any Shareholders' Agreement.

Manager Voting Right means any right to give any consent, to be consulted, to have any procedure observed, class right or voting right of a Manager or the Trustee or a Related Holder arising by reason of a holding of Shares.

Manager's Power of Attorney means any irrevocable powers of attorney which may from time to time be issued by the Managers to the Apollo Voting Investor and the CVC Voting Investor.

New Holding Company means any company which becomes the ultimate holding company of the Group in which the economic and other rights of each Shareholder and each Manager are held in the same proportions as the interests in the Company as at the date on which the company concerned becomes the New Holding Company and the economic rights enforced by or attached to each class of interest in the New Holding Company are substantially the same in relation to each other as those of each class of interest in the Company and are held in the same proportion as in the Company.

Portfolio Company means:

(a) in relation to an Apollo Investor or a CVC Investor, any person in whom that Apollo Investor or CVC Investor holds a direct or indirect interest and which either:

(i) owns and operates its own revenue generating business; or

(ii) acts as a holding company for a person who owns and operates such a business, or is a subsidiary of such holding company; or

(b) in relation to an Apollo Related Investor or a CVC Related Investor, any person in whom that Apollo Related Investor or CVC Related Investor holds a direct or indirect interest and which either:

(i) owns and operates its own revenue generating business; or

(ii) acts as a holding company for a person who owns and operates such a business, or is a subsidiary of such holding company; or

Reduction Factor means 16/19.

Regulated Entity means a Group Company which is regulated by a Regulatory Body.

Regulatory Body means the Financial Services Authority, the Society and Corporation of Lloyd's or the Gibraltar Financial Services Commission.

Related Holder means, in respect of a Manager, any Family Member or Family Trust:

(a) to whom that Manager has transferred Shares (or is deemed to have transferred Shares); or

(b) which has acquired Shares (or is deemed to have acquired Shares) on behalf of a Manager.

Related Party means:

(a) in relation to the Apollo Investors or the CVC Investors (as the case may be):

(i) any Affiliate of the Apollo Investors or the CVC Investors (as the case may be); or

(ii) any Controlled Portfolio Company of the Apollo Investors or the CVC Investors or any of their respective Affiliates (as the case may be); and

(b) in relation to a Manager:

(i) any person who is the spouse or civil partner of that Manager;

(ii) any person who is the brother or step-brother, sister or step-sister, child or step child of that Manager or any spouse of any such person;

(iii) any trust of which any person specified in (i) or (ii) above is a beneficiary; and

(iv) any company in respect of which any person specified in (i) or (ii) above controls one-third or more of the voting rights.

Replacement RCF means the £200,000,000 revolving credit facility dated 26 October 2010 among Bidco, the Target, Brit Group Holdings B.V., Brit Overseas Holdings S.à r.l., Brit Insurance Holdings Limited, The Royal Bank of Scotland plc, Lloyds TSB Bank plc, Merrill Lynch International and Citigroup Global Markets Limited.

Rescue Situation means a situation where:

(a) there has occurred and is continuing an event of default under any Finance Document and, in the reasonable opinion of the Apollo Voting Investor or the CVC Voting Investor:

(i) the event of default is not reasonably expected to be cured, within the earlier of (x) 90 days after it occurs and (y) such shorter period as may be specified in any Finance Document, through any mechanism in the relevant Finance Document which does not involve providing additional capital to a Group Company or is only capable of being cured in a manner which would have a material adverse effect on the business of the Group taken as a whole; and

(ii) an issue of new equity securities for cash would cure the event of default and/or result in the waiver of the event of default by the relevant lenders; or

(b) in the reasonable opinion of the Apollo Voting Investor or the CVC Voting Investor:

(i) an event of default will occur under any Finance Document in the next six months;

(ii) the event of default is not reasonably expected to be cured, within the earlier of (x) 90 days after it were to occur and (y) such shorter period as may be specified in any Finance Document, through any mechanism in the relevant Finance Document which does not involve providing additional capital to a Group Company or is only capable of being cured in a manner which would have a material adverse effect on the business of the Group taken as a whole; and

(iii) an issue of new equity securities for cash would prevent the event of default from occurring and/or result in the waiver of the event of default by the relevant lenders if it were to occur; or

(c) Lloyd's or the FSA has required that additional capital be provided to a Regulated Entity and, in the reasonable opinion of the Apollo Voting Investor or the CVC Voting Investor:

- (i) the issue of securities is necessary to satisfy the requirement to provide additional capital; and
- (ii) the provision of such capital will not result in an event of default under any Finance Document.

Service Agreement means a service agreement which may from time to time be entered into between a Group Company and a Manager.

Share means any share in the capital of the Company.

Shareholder means any person registered as the holder from time to time of a Share in accordance with Article 6.2.

Shareholders' Agreement means any shareholders' agreement or consortium deed which may be entered into from time to time between the Company and its Shareholders.

Subordinated Notes means the £150,000,000 6.625 per cent. subordinated notes due 2030 issued by the Target.

Syndicatee means each relevant person with whom a Syndication is effected in accordance with any Shareholders' Agreement.

Syndication means either:

(a) a Transfer of Shares by a Syndicator to the Apollo Syndication Vehicle, the CVC Syndication Vehicle or the Joint Syndication Vehicle (as applicable); or

(b) the issue of new Shares to the Apollo Syndication Vehicle, the CVC Syndication Vehicle or the Joint Syndication Vehicle (as applicable) and (if such new Shares are not issued at the same time as the issue of Shares to each Syndicator) the redemption of the same number of Shares held by a Syndicator;

together with:

(c) a Transfer of an interest in the Apollo Syndication Vehicle, the CVC Syndication Vehicle or the Joint Syndication Vehicle (as applicable) to a Syndicatee; or

(d) the issue of an interest in the Apollo Syndication Vehicle, the CVC Syndication Vehicle or the Joint Syndication Vehicle (as applicable) to a Syndicatee.

Syndication Vehicles means, together, the Apollo Syndication Vehicle, the CVC Syndication Vehicle, and the Joint Syndication Vehicles.

Syndicator means an Apollo Initial Investor or CVC Initial Investor that is effecting a Syndication.

Target means Brit Insurance Holdings N.V., whose registered office is at SOM II, Claude Debussylaan 11, 1082 MC Amsterdam, The Netherlands.

Target Group means the Target and each of its subsidiary undertakings and "Target Group Company" means any of them.

Third Party means a person who is not an Affiliate or Portfolio Company of the Apollo Investors or the CVC Investors.

Transfer means, in relation to any Share:

(a) a sale, an assignment, a transfer or any other disposal of (including, without limitation, transmission, by operation of Law), directly or indirectly, that Share or any legal or beneficial interest or economic, voting or other right in that Share;

(b) a pledge, charge, mortgage or otherwise the creation of any lien, security interest or encumbrance over that Share or any legal or beneficial interest in that Share;

(c) the creation of any trust or grant of any interest over that Share or any legal or beneficial interest in that Share;

(d) the entry into any agreement, arrangement or understanding in respect of the use of the votes or the right to receive any dividends or other distributions with respect to that Share;

(e) a renunciation, grant or assignment of any right or option to receive any legal or beneficial interest in that Share or to call for the delivery of any such interest (whether the right or option is conditional or absolute and whether it is in the money or otherwise);

(f) the agreement, whether or not subject to any condition precedent (other than a condition precedent in relation to the observance of any pre-emption or other procedures required under any Shareholders' Agreement) or subsequent, to do any of the foregoing; or

(g) the entry into any transaction or other arrangement under which a person holding a legal or beneficial interest in a Share, or a right in respect of a Share, agrees that it will:

(i) hold any of the economic or financial benefits (including without limitation rights to receive distributions of profits or capital) for the benefit of another person;

(ii) make any payment the amount of which is determined by reference to any economic or financial benefit of the kind specified in (i) above;

(iii) deal with any voting rights attached to any Share in which it has an interest of any kind, or which it has a right to control, as directed by another person; or

(h) the entry into any transaction or other arrangement under which a party agrees that it will exercise any right which it has under any Shareholders' Agreement to consent to or approve or direct any matter, as directed by another person.

For the purposes of this definition, a transaction or arrangement may be a Transfer irrespective of whether it is entered into by the registered holder of the Share concerned, in writing, or for consideration. A transfer of a Share to the issuer thereof pursuant to a redemption or repurchase by the issuer of that Share will not, however, be treated as a Transfer. Any derivative term, as well as any reference to a Transfer, will be construed accordingly;

Trustee means SJT Limited, a company incorporated in Jersey (registered no. 99214, whose registered office is at 22-24 Seale Street, St. Helier, Jersey, JE2 3QG, in its capacity as trustee of the EBT.

Unconditional Date means 9 March, 2011.

US Tax Code means the US Internal Revenue Code of 1986.

Warranty Claim means any claim for a breach of a warranty given by a Manager.

Winding Up means, with respect to any person, a solvent winding up or dissolution or analogous procedure where substantially all the assets of such person are distributed to its shareholders, members or partners, as the case may be.

Fourth resolution

The Shareholders resolved to allocate an amount of eighty-eight thousand thirty-three pounds sterling and eighty-seven pence sterling (GBP 88,033.87) out of the share premium paid to the legal reserve of the Company so that the legal reserve amounts to 10 percent of the total subscribed share capital of the Company subsequently to the aforementioned capital increase.

Fifth resolution

The Shareholders resolved to increase the number of directors from two (2) to four (4) and to appoint the following persons as additional directors of the Company for an unlimited duration:

- Mr. Sachin Nagindas Khajuria, Investment Professional, born in London, England on 16 July 1976, with professional address at 25 St. George Street, London W1S 1FS, United Kingdom, as an Apollo Luxco 1 Director;
- Ms. Emanuela Brero, Employee, born in Bra, Italy on 25 May 1970, with professional address at 20 avenue Monterey, L-2163 Luxembourg, Grand Duchy of Luxembourg, as a CVC Luxco 1 Director.

The Shareholders further resolved to redesignate Mr. Michael Robert Kidd as an Apollo Luxco 1 Director and Mr. Manuel Pierre Max Mouget as a CVC Luxco 1 Director.

Expenses

The expenses, costs, fees and charges of any kind whatsoever, which fall to be paid by the Company as a result of this document are estimated at approximately six thousand five hundred euros.

Declaration

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

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

The document having been read to the appearing persons' proxy holder, who is known to the notary by its surname, first name, civil status and residence, the said person signed together with Us, the notary, this original deed.

Suit la version française du texte qui précède:

(N.B. Pour des raisons techniques, ladite version française est publiée au Mémorial C-N ° 1547 du 12 juillet 2011)

Dont acte, fait et passé à Luxembourg, le jour indiqué sur l'acte.

L'acte ayant été lu à la mandataire de la partie comparante, connue du notaire par ses nom, prénom, usuel, état civil et demeure, cette personne a signé avec nous, le notaire, le présent acte.

Signé: E. FARALDO TALMON, J.-J. WAGNER.

Enregistré à Esch-sur-Alzette A.C., le 21 mars 2011. Relation: EAC/2011/3741. Reçu soixante-quinze Euros (75,- EUR).

Le Receveur (signé): SANTIONI.

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