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Sopra Steria Group

A French Société Anonyme (limited company) with share capital of €19,574,712 326 820 065 RCS Annecy

Registered Office: PAE Les Glaisins, 74940 Annecy-le-Vieux

Minutes of the Extraordinary General Meeting of 19 December 2014

In the year two thousand and fourteen, on the Nineteen of December, at eleven in the morning, the Company's shareholders met in an Extraordinary General Meeting at Hôtel Le Meurice, 228 rue de Rivoli, F-75001 Paris, as duly convened by the Board of Directors.

An attendance sheet was drawn up and initialled by each individual present upon entering the Meeting, whether in his/her own name or as proxy.

As Chairman of the Board of Directors, Pierre Pasquier chaired the Meeting.

The two shareholders in attendance at the Meeting representing, in their own right and as proxy, the largest number of votes – François Odin, representing Sopra GMT, and Pierre DESPREZ, representing the Employee Shareholding Fund (FCPE) Groupe Steriactions – and indicating their acceptance of such duties, were appointed as vote tellers.

Christophe Bastelica, Secretary of Sopra Steria Group's Board of Directors, was selected to serve as secretary for the Meeting.

The attendance sheet, certified as accurate and genuine by the officers of the Meeting thus constituted, supports the observation that the shareholders who were physically present or represented at the Meeting or who voted by mail, held 14,637,798 shares to which were attached 20,179,660 voting rights, out of a total of 19,569,602 shares carrying voting rights.

As the quorum was reached, since more than one-quarter of the total voting shares were represented, the Meeting was deemed to be validly constituted and thus able to discuss and decide upon all items on its agenda.

The Chairman submitted the following documents to the officers of the Meeting, making them available to shareholders:

- the latest version of the Company's Articles of Association,
- the attendance sheet for the Meeting,
- proxy forms for shareholders represented by proxy as well as all mail-in ballots received,
- a copy of the convening letter,
- a copy of the legal gazette containing the convening notice,
- a copy of the convening notice, as published in the Bulletin d'annonces légales obligatoires (BALO),
- the report of the Board of Directors submitted to the Extraordinary General Meeting,
- the reports of the merger Auditors,
- the reports of the spinoff Auditors,
- the Merger Agreement No. 1 (such as defined below),
- the Transfer Agreement (such as defined below),
- the Merger Agreement No. 2 (such as defined below),
- the proposed resolutions submitted to the Meeting.

Next, the Chairman informed the Meeting that the reports of the Board of Directors and of the Chairman, the reports of the Merger Auditors, the reports of the spinoff Auditors, the list of shareholders, the proposed resolutions submitted to the Meeting as well as all other documents and information required by law and the Articles of Association were made available to shareholders at the Company's registered office et on the Company's website as from the date of publication of the convening notice for the Meeting.

The Meeting placed this information on record.

Finally, The Chairman informs the Meeting that the Company has not received any written request to add items to the agenda for the Meeting or table additional draft resolutions. In addition, no written questions have been received for discussion. The Chairman then reminded shareholders that the General Meeting had been called for them to decide on the following agenda:

Requiring the approval of the Extraordinary General Meeting

- Report of the Board of Directors;
- Reports of the Merger Auditors;
- Reports of the Spin-off Auditors;
- Merger-absorption of Groupe Steria by Sopra Steria Group;
- Partial transfer of assets by Sopra Steria Group to Sopra HR Software corresponding to its complete and standalone branch of activity focusing on the development and distribution of Human Resources software solutions, known under the name "Pléiades", covering the entire lifecycle of client projects from consulting to operations, including integration, application management and other managed services; approval of the transfer and consideration offered in exchange for it;
- Merger-absorption of Steria by Sopra Steria Group;
- Powers required to carry out formalities.

I would like to remind you that resolutions requiring the approval of the Extraordinary General Meeting need a quorum of one quarter of the voting shares and a two thirds majority of the votes of shareholders present or represented.

The Chairman then presented the report of the Board of Directors, the reports of the Merger Auditors and the reports of the Spinoff Auditors

After these reports had been read out, the Chairman opened the discussion and answered questions raised by shareholders.

Then, as no-one wished to take the floor, the Chairman successively put the following resolutions to the vote of shareholders:

Resolutions submitted for the approval of the Extraordinary General Meeting

First resolution (Merger absorption of Groupe Steria by Sopra Steria Group)

The General Meeting, having fulfilled the quorum and majority requirements for extraordinary general meetings, and having reviewed:

- the report of the Board of Directors to the General Meeting;
- the reports on the terms of the merger and on the value of the assets to be transferred, in accordance with Article L. 236-10 of the French Commercial Code, by Messrs Olivier Pérronet and Olivier Grivillers, merger auditors appointed by order of the Presiding Judge of the Annecy Commercial Court dated 26 September 2014;
- the opinion of the local works council dated 17 October 2014;
- the opinion of the central works council dated 20 October 2014;
- the proposed agreement for the merger by absorption of Groupe Steria into the Company, drawn up by private writing dated 5 November 2014 ("Merger Agreement No. 1") between the Company and Groupe Steria, a French public limited company (Société Anonyme) with share capital of €33,186,499, having its registered office at 43-45, quai du Président Roosevelt, 92130 Issy les Moulineaux, registered in the Nanterre Trade and Companies Registry under number 344 110 655 ("Groupe Steria");
- approves Merger Agreement No. 1, in all its provisions, under which Groupe Steria transfers to the Company, by way of merger absorption, the whole of its undertaking, including all assets, property, rights and securities held by Groupe Steria as well as all liabilities and obligations of Groupe Steria, providing in particular for:
 - the valuation of the assets transferred and liabilities assumed as well as the resulting net asset value transferred, this value amounting to six hundred thirty million sixty-eight thousand one hundred eight euros (€630,068,108);
 - the consideration for the transfers made within the scope of the merger absorption on the basis of an exchange ratio of one (1) Sopra Steria Group share for every four (4) Groupe Steria shares;
 - an effective date for the merger absorption of Groupe Steria by the Company ("Merger No. 1"), set retroactively for accounting and tax purposes at 1 January 2014;
 - a completion date for Merger No. 1 of 31 December 2014, the closing balance sheet date for the current financial year (the "Completion Date"), immediately preceding the completion of the partial asset transfer transactions carried out by the Company and Steria and the completion of Merger No. 2 (as this term is defined in the third resolution);
- consequently approves Merger No. 1 under the terms provided in Merger Agreement No. 1, the complete transfer of the undertaking of Groupe Steria to the Company and the winding up without liquidation of Groupe Steria, completed at the Completion Date;
- consequently decides, subject to the fulfilment of the conditions precedent provided in Article 9.1 of Merger Agreement No. 1:
 - to increase the share capital, at the Completion Date, by a nominal amount of seven hundred eighty-six thousand four hundred eighty-nine euros (€786,489), in order to raise it from nineteen million five hundred seventy-four thousand seven hundred twelve euros

(€19,574,712) to twenty million three hundred sixty-one thousand two hundred one euros (€20,361,201), through the issue of seven hundred eighty-six thousand four hundred eighty-nine (786,489) new shares of the Company, each with a par value of one (1) euro, allocated to the shareholders of Groupe Steria other than the Company in a ratio of one (1) Sopra Steria Group share for every four (4) Groupe Steria shares; it being specified that (i) the definitive number of shares of the Company to be issued as consideration for Merger No. 1 and accordingly the definitive nominal amount of the increase in the Company's share capital will be adjusted depending on the exact number of Groupe Steria shares for which consideration is to be presented in Merger No. 1, and that (ii) the definitive amount of the Company's share capital after the completion of Merger No. 1 may vary due to the potential exercise of share subscription options granted by the Company, up until the Completion Date;

- that there will be no cause to exchange shares of the Company for the Groupe Steria shares held by the Company as provided by Article L. 236-3 of the French Commercial Code;
- that the new shares issued by the Company as consideration for Merger No. 1 will, upon their issue, be fully equivalent to with the existing shares of the Company and carry the same rights and obligations, all of them being tradable as soon as the Company's share capital increase has been definitively completed as provided by Article L. 228-10 of the French Commercial Code, and their admission for trading will be requested on Compartment B of NYSE Euronext Paris under the same identification reference (ISIN code FR0000050809) at the earliest opportunity;
- that the difference between the amount of the portion of the net asset value transferred corresponding to the Groupe Steria shares not held by the Company and the nominal amount of the Company's share capital increase as consideration for Merger No. 1 (fifty-eight million nine hundred forty-one thousand six hundred eleven euros and forty-two cents, €58,941,611.42) will constitute the amount of the merger premium that will be recorded in a special equity account by the Company, consistent with applicable accounting regulations ("Merger Premium No. 1"), to which the rights of all Company shareholders will apply; it being specified that the amount of Merger Premium No. 1 will be adjusted, where applicable, in the event of a change in the number of Company shares to be issued as consideration for Merger No. 1 and the definitive amount of the resulting share capital increase;
- to authorise the Board of Directors of the Company, having the capacity to subdelegate within the conditions provided by applicable law, regulations and the Company's Articles of Association, to (i) offset against Merger Premium No. 1 all costs, duties and fees occasioned by Merger No. 1, as well as all sums necessary for the assumption of Groupe Steria's commitments by the Company, (ii) deduct from Merger Premium No. 1 the sums necessary to reconstitute, within the Company's equity and liabilities, the regulatory reserves and provisions shown in Groupe Steria's balance sheet, (iii) deduct from Merger Premium No. 1 the sum necessary to bring the legal reserve to one-tenth of the Company's new share capital after the completion of Merger No. 1, and (iv) deduct from Merger Premium No. 1 any overlooked or undisclosed liabilities relating to the property transferred;
- that the difference between the amount of the portion of the actual net asset value transferred by Groupe Steria corresponding to the Groupe Steria shares held by the Company and the cost price of the Groupe Steria shares held by the Company (twenty-one million two hundred seventy-four thousand five hundred ninety-two euros and eighty cents (€21,274,592.80) will constitute the amount of the merger deficit ("Merger Deficit No. 1"), which will be recorded in the Company's accounts in accordance with applicable accounting regulations, it being specified that the amount of Merger Deficit No. 1 will be adjusted, where applicable, in the event of a change in the number of Company shares to be issued as consideration for Merger No. 1 and the definitive amount of the resulting share capital increase;
- that the vested Groupe Steria free performance shares still within their holding period at the Completion Date will be exchanged for newly issued shares of the Company in accordance with the exchange ratio for Merger No. 1, it being specified that the new shares issued by the Company as consideration for said Groupe Steria free performance

shares will be subject, as provided by Article L. 225-197-1 III of the French Commercial Code, to the remainder of the holding period for each of the plans involved, as indicated in Annex 11 to Merger Agreement No. 1;

- that the rights of the beneficiaries of Groupe Steria free performance shares not yet vested will be transferred to shares of the Company according to the exchange ratio for Merger No. 1, as provided by Article L. 225-197-1 III of the French Commercial Code.
- Consequently, the number of Company shares to which each Groupe Steria free performance share grantee will be entitled under Groupe Steria's free performance share allotment plans will correspond to the number of Groupe Steria shares which he or she could have claimed under those plans, multiplied by the exchange ratio, it being specified that (i) the number of shares thus obtained will be rounded up to the nearest whole number, and (ii) the other terms of the free performance share allotment plans will remain unchanged, with the exception of the performance conditions governing the definitive allotment of said shares, which will be adjusted if necessary;
- as provided by Articles L. 228-6-1 and R. 228-13 of the French Commercial Code, a general sale of the unallocated new Company shares corresponding to fractional rights will be held at the end of a period of thirty (30) days starting from the latest of the dates on which the whole number of allocated Company shares is registered in the account of the rightholders; the sale of the Company shares corresponding to fractional rights will be held on the NYSE Euronext Paris market via a centralising bank; this bank, designated to facilitate the transfer and settlement of the net proceeds of the sale of the unallocated Company shares corresponding to fractional rights, will (i) sell the new unallocated Company shares issued in connection with Merger No. 1 and corresponding to fractional rights, and (ii) distribute the net proceeds of the sale among the fractional rightholders in proportion to their rights;
- takes note that, as provided by Article L. 225-124 of the French Commercial Code, the new Company shares issued as consideration for Merger No. 1 and held in registered form will carry double voting rights if the Groupe Steria shareholder had such rights in respect of the Groupe Steria shares tendered in exchange in connection with Merger No. 1; otherwise, the time period for which the Groupe Steria shares tendered in exchange in connection will be used to determine qualification for the two (2) year period required for double voting rights to attach to new shares of the Company issued as consideration for Merger No. 1;
- takes note that Merger No. 1, the associated share capital increase by the Company and the winding up without liquidation of Groupe Steria will be completed subject to, and by sole virtue of, the fulfilment of the conditions precedent mentioned in Article 9.1 of Merger Agreement No. 1, at the Completion Date;
- grants all powers to the Board of Directors of the Company, including the capacity to subdelegate within the conditions provided by applicable law, regulations and the Articles of Association, in order to:
 - record the definitive fulfilment of all conditions precedent mentioned in Article 9.1 of Merger Agreement No. 1, and thus the definitive completion of Merger No. 1;
 - record the definitive number of shares of the Company to be issued as consideration for Merger No. 1, and accordingly the definitive amount of the resulting share capital increase by the Company, as well as the definitive amounts of Merger Premium No. 1 and Merger Deficit No. 1;
 - amend the Company's Articles of Association accordingly;
 - proceed with any formalities required with a view to the admission of the new shares of the Company to trading on Compartment B of NYSE Euronext Paris;
 - proceed, where applicable, with the sale of the unallocated new shares of the Company corresponding to fractional rights; and
 - more generally, establish any records, make any disclosures and proceed with any formalities that may prove necessary in order to complete Merger No. 1.

This resolution was adopted by 20,143,106 votes FOR, 33,885 votes AGAINST and 2,669 ABSTENTIONS.

Second resolution (Partial transfer of assets by the Company to Sopra HR Software corresponding to its complete and standalone branch of activity focusing on the development and distribution of Human Resources software solutions, known under the name "Pléiades", covering the entire lifecycle of client projects from consulting to operations, including integration, application management and other managed services; approval of the transfer and consideration offered in exchange for it.)

The General Meeting, having reviewed:

- the report of the Board of Directors;
- the reports of the spinoff auditors appointed by order of the Presiding Judge of the Annecy Commercial Court dated 26 September 2014 in response to a joint application by the Company and Sopra HR Software;
- the statement of accounts of the Branch of Activity (as defined hereinafter) at 30 September 2014 and the interim statement of accounts of Sopra HR Software at 30 September 2014;
- the proposed agreement and annexes for a partial transfer of assets signed on 5 November 2014 by the Company and Sopra HR Software, a French simplified joint stock company (Société par Actions Simplifiée) with share capital of €10,000,000, having its registered office at PAE Les Glasins, 74940 Annecy le Vieux, France, registered in the Annecy Trade and Companies Registry under number 519 319 651 (the "Transfer Agreement");

under which the Company transfers to Sopra HR Software, in the form of a partial transfer of assets qualifying as a spinoff for legal purposes, its complete and stand alone branch of activity focusing on the publishing of Human Resources software solutions, known by the name "Pléiades", covering the entire lifecycle of client projects, from consulting to operations, including integration, application management and other managed services (the "**Branch of Activity**"), provisionally valued at two million four hundred twelve thousand eight hundred sixty-nine euros and six cents ($\in 2,412,869.06$) on the basis of a statement of accounts of the Branch of Activity at 30 September 2014;

and having taken note that:

- the employee representative bodies of the Company and Sopra HR Software have been duly informed and consulted on the proposed transfer and have expressed their opinion;
- as the Company owns 100% of the share capital and voting rights of Sopra HR Software, assets and liabilities will be recognised by the Company at their carrying amount at the Effective Date (as defined hereinafter), as provided by CRC Regulation No. 2004-01 as amended;
- the Transfer Agreement, the transfer itself and the consideration offered in exchange for it were all approved by the Extraordinary General Meeting of Sopra HR Software shareholders held on 18 December 2014;
- accepts and approves, in all its clauses, the Transfer Agreement and thereby, subject to the conditions stipulated therein, the partial transfer of assets made by the Company to Sopra HR Software, its valuation and the consideration offered in exchange for it, and in particular:
 - the assumption by Sopra HR Software, in lieu and in place of the Company, as from the Effective Date (as defined hereinafter), of all the latter's liabilities relating to the Branch of Activity, without entailing joint and several liability on the part of the Company;
 - the allotment to the Company of three hundred ten thousand nine hundred eighty-two (310,982) new ordinary shares of Sopra HR Software with a par value of five euros (€5) each (given the prior reduction in the par value of Sopra HR Software shares from ten euros (€10) to five euros (€5)), fully paid-up, at par and carrying immediate dividend rights, to be issued by Sopra HR Software in connection with a share capital increase;
 - the establishment of a transfer premium equal to the difference between, on the one hand, the net assets of the transferred Branch of Activity (two million four hundred twelve thousand eight hundred sixty-nine euros and six cents, €2,412,869.06) and on the

other hand the nominal value of the shares actually issued in connection with the share capital increase by Sopra HR Software (one million five hundred fifty-four thousand nine hundred ten euros, \in 1,554,910), thus an amount of eight hundred fifty-seven thousand nine hundred fifty-nine euros and six cents (\in 857,959.06), to which the rights of former and existing partners (associés) of Sopra HR Software apply;

takes note that:

- the partial transfer of assets will be definitively completed and take effect, from a legal, accounting and tax standpoint, at 31 December 2014, the closing balance sheet date of the current financial year (the "Effective Date"), immediately before the completion of Merger No. 2 (as defined hereinafter);
- from a tax standpoint, the partial transfer of assets is subject to (i) the special regime defined in Articles 210 A and 210 B of the French General Tax Code in relation to corporate income tax and (ii) in relation to registration fees, the regime provided in Article 816 of the French General Tax Code, with reference to Articles 817 and 817 A of said Code and 301 E of Annex II to said Code, with a fixed fee to be paid of five hundred euros (€500);

also takes note that:

- given the Effective Date of the aforementioned partial transfer of assets and since the net assets thus to be transferred have been valued on the basis of the statement of accounts of the Branch of Activity at 30 September 2014, it will be proposed that the sole partner (associé unique) of Sopra HR Software decide, subsequent to the Effective Date:
 - either, if the definitive value of the net assets of the Branch of Activity at the Effective Date is less than the value of the net assets provisionally estimated at 30 September 2014, to obtain the payment of additional cash by the Company;
 - or, if the definitive value of the net assets of the Branch of Activity at the Effective Date is greater than the value of the net assets provisionally estimated at 30 September 2014, to increase the transfer premium, with the understanding that the Company will not then have any additional rights to the share capital of Sopra HR Software;
 - to deduct, where applicable, from this premium, the amount necessary to bring the legal reserve to one tenth of the new share capital post transfer;
 - to authorise the Chairman of Sopra HR Software to offset against this premium, or the balance thereof after any offsetting or allocation provided above, all the costs, duties and fees occasioned by the transfer; and
 - to allocate the transfer premium or the balance thereof after the offsetting items above, in any manner that does not involve absorbing it into the share capital;

it being understood that François Enaud, acting in his legal capacity, has already expressly committed the Company to providing the aforementioned potential additional cash payment.

- grants all powers to François Enaud, Chief Executive Officer, and to Vincent Paris, Deputy Chief Executive Officer, including the capacity to substitute for themselves any person of their choice, for the purpose, alone or jointly, in the name and on behalf of the Company, of continuing the definitive completion of the transfer operations, and consequently:
 - (i) to reiterate, if needed and in any form, the transfer of the Branch of Activity by the Company to Sopra HR Software, (ii) to draw up all deeds of confirmation, addition or correction that might be necessary, (iii) complete all appropriate formalities to facilitate the transfers by the Company to Sopra HR Software;
 - fulfil any formalities, make all filings with the administrative authorities involved, as well as any service of documents or process to any persons whatsoever and, in the event of difficulties, enter into and pursue any legal proceedings;

 with regard to all of the above, sign all deeds, registers and any other documents, elect the Company's domicile, assume responsibility and delegate authority within the limits of these powers and generally take all necessary action.

This resolution was adopted by 20,171,585 votes FOR, 4,850 votes AGAINST and 3,225 ABSTENTIONS.

Third resolution (Merger absorption of Steria by Sopra Steria Group)

The General Meeting, having fulfilled the quorum and majority requirements for extraordinary general meetings, and having reviewed:

- the report of the Board of Directors to the General Meeting;
- the reports on the terms of the merger and on the value of the assets to be transferred, in accordance with Article L. 236-10 of the French Commercial Code, by Messrs Olivier Pérronet and Olivier Grivillers, merger auditors appointed by order of the Presiding Judge of the Annecy Commercial Court dated 26 September 2014;
- the opinion of the local works council dated 17 October 2014;
- the opinion of the central works council dated 20 October 2014;
- the proposed agreement for the merger by absorption of Steria into the Company, drawn up by private writing dated 5 November 2014 ("Merger Agreement No. 2") between the Company and Steria, a French public limited company (Société Anonyme) with share capital of €14,876,895, having its registered office at 12, rue Paul Dautier, 78140 Vélizy-Villacoublay, registered in the Versailles Trade and Companies Registry under number 309 256 105 ("Steria");
- approves Merger Agreement No. 2, in all its provisions, under which Steria transfers to the Company, by way of merger absorption, the whole of its undertaking, including all assets, property, rights and securities held by Steria as well as all liabilities and obligations of Steria, with the exception of assets and liabilities relating to the complete branches of activity focusing on the management of IT infrastructure and IT services relating to bank payments, being transferred in partial transfers of assets by the Company prior to the completion of the merger absorption of Steria by the Company ("Merger No. 2"), providing in particular for:
 - the valuation of the assets transferred and liabilities assumed as well as the resulting net asset value transferred, estimated on the basis of their carrying amount at 31 December 2013 as shown in Steria's balance sheet, the net asset value transferred amounting to one hundred eighteen million two hundred fifty-three thousand four hundred sixty-six euros (€118,253,466);
 - an effective date for Merger No. 2 set retroactively for accounting and tax purposes at 1 January 2014;
 - a completion date for Merger No. 2 of 31 December 2014, the closing balance sheet date for the current financial year (the "Completion Date"), immediately following the completion of Merger No. 1 and the partial asset transfer transactions carried out by the Company and Steria;
- consequently approves Merger No. 2 under the terms provided in Merger Agreement No. 2, the complete transfer of the undertaking of Steria to the Company and the winding up without liquidation of Steria at the Completion Date;
- consequently decides, subject to the fulfilment of the conditions precedent provided in Article 9.1 of Merger Agreement No. 2:
 - pursuant to the provisions of Article L. 236-3 of the French Commercial Code, that there
 will not be any issue of new Company shares as consideration for Merger No. 2 since the
 Company will already own, at the Completion Date, the entirety of the shares making
 up the share capital of Steria;
 - that, accordingly, no exchange ratio will be established in connection with Merger No.
 2;
 - that the difference between the net asset value transferred by Steria and the cost price of the Steria shares held by the Company following the completion of Merger No. 1 (four hundred eighty-four million three hundred forty-six thousand seven hundred ninety-six euros, €484,346,796) will constitute the amount of the merger deficit ("Merger Deficit No.2"), which will be included among the Company's balance sheet assets in

accordance with applicable accounting regulations;

- **takes** note that Merger No. 2 and the winding up without liquidation of Steria will be completed subject to, and by sole virtue of, the fulfilment of the conditions precedent mentioned in Article 9.1 of Merger Agreement No. 2, at the Completion Date;
- grants all powers to the Board of Directors of the Company, including the capacity to subdelegate within the conditions provided by applicable law, regulations and the Articles of Association, in order to:
 - record the definitive fulfilment of all conditions precedent mentioned in Article 9.1 of Merger Agreement No. 2, and thus the definitive completion of Merger No. 2; and
 - more generally, establish any records, make any disclosures and proceed with any formalities that may prove necessary in order to complete Merger No. 2.

This resolution was adopted by 20,144,309 votes FOR, 33,889 votes AGAINST and 1,462 ABSTENTIONS.

Fourth resolution (Powers required to carry out formalities)

The General Meeting grants full powers to the bearer of an original, a copy or an extract of these minutes in order to complete all filings, notifications and other formalities required and/or that may become necessary given the resolutions adopted by this General Meeting.

This resolution was adopted by 20,174,586 votes FOR, 3,671 votes AGAINST and 1,403 ABSTENTIONS.

* *

As we have reached the bottom of the agenda and there are no further requests to speak, the Chairman hereby declares this meeting closed.

These minutes were drawn up and, after they had been read, were signed by the Chairman, the scrutineers and the secretary.

Pierre Pasquier, Chairman

Scrutineers

P / Sopra GMT François Odin P / FCPE GROUPE STERIACTIONS Pierre Desprez

Secretary

Christophe Bastelica