MEMORIAL

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Luxembourg

MEMORIAL

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Luxemburg

RECUEIL DES SOCIETES ET ASSOCIATIONS

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

C — N° 2121 **27 août 2012**

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DMS Platform, Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-2180 Luxembourg, 5, rue Jean Monnet.

R.C.S. Luxembourg B 170.995.

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STATUTES

In the year two thousand and twelve, on the fourteenth day of the month of August.

Before the undersigned Maître Carlo Wersandt, notary residing in Luxembourg, Grand Duchy of Luxembourg, in replacement of Maître Henri Hellinckx, notary residing in Luxembourg, Grand Duchy of Luxembourg, who will be the depository of the present deed.

There appeared:

DMS OFFSHORE INVESTMENT SERVICES (EUROPE) SARL, a private limited company (société à responsabilité limitée), incorporated and organised under the laws of the Grand Duchy of Luxembourg, having its registered office at 5, rue Jean Monnet, L-2180 Luxembourg, registered with the Registre de Commerce et des Sociétés in Luxembourg under number B 167.905 represented by Me Philippe Coulon, maître en droit, residing in Luxembourg, pursuant to a proxy dated 24 July 2012.

The proxy given, signed "ne varietur" by the appearing person and the undersigned notary, shall remain annexed to this document to be registered together therewith.

Such appearing party, represented as here-above stated, has requested the notary to draw up the articles of incorporation of a private limited liability company (société à responsabilité limitée) which is hereby established as follows:

Art. 1. There is hereby established among the subscriber and all those who may become owners of shares hereafter issued a company (the "Company") in the form of a société à responsabilité limitée (private limited liability company), which will be governed by the laws pertaining to such an entity, and in particular by the law of 10 th August, 1915 concerning commercial companies, as amended (hereafter the "Law"), as well as by these articles of incorporation (hereafter the "Articles").

Art. 2. The object of the Company is the rendering of advisory, management, accounting, marketing, distribution and administrative services, as the case may be in its capacity as general partner (associé commandite), of DMS Platform SICAV-SIF or one or more Luxembourg regulated investment funds to be created in the future and which would be initiated by DMS Management Limited or by one of its affiliates.

The Company may in addition provide secretarial, accounting and other administrative services authorised by applicable laws and regulations to companies it manages and take any measures, as well as carry out any operation which it may deem useful in the accomplishment and development of its purposes.

Art. 3. The Company is formed for an unlimited period of time.

Art. 4. The Company is named "DMS Platform".

Art. 5. The registered office of the Company is established in Luxembourg-City, Grand Duchy of Luxembourg.

The registered office of the Company may be transferred within the boundaries of the municipality by a resolution of the board of managers (as used in these Articles, "board of managers" means the sole manager if the said board consists of a single manager only) of the Company. The registered office may further be transferred to any other place within the Grand Duchy of Luxembourg by means of a resolution of the general meeting of shareholders (as used in these Articles, "general meeting of shareholders" means the sole shareholder if there is no more than one shareholder) adopted in the manner required for the amendment of these Articles.

To the extent permitted by Luxembourg laws and regulations, the registered office of the Company may be transferred inside the Grand Duchy of Luxembourg by a resolution of the board of managers. The Company may have offices and branches, both in Luxembourg and abroad.

In the event that the managers determine that extraordinary political, economical, social or military events have occurred or are imminent which would interfere with the normal activities of the Company at its registered office or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these abnormal circumstances; such provisional measures shall have no effect on the nationality of the Company, which, notwithstanding such temporary transfer, shall remain a Luxembourg company.

Art. 6. The capital is set at twelve thousand five hundred Euro (EUR 12,500.-) represented by twelve thousand five hundred (12,500.-) shares (the "Shares") with a par value of one Euro (EUR 1.-) each. All shares have been subscribed and are fully paid-up.

Art. 7. The capital may be changed at any time by a decision of the general meeting of shareholders, in accordance with article 14 of the Articles.

Art. 8. Each Share entitles to a fraction of the Company's assets and profits in direct proportion to the number of Shares in existence.

Art. 9. Towards the Company, the Shares are indivisible, only one owner being admitted per Share. Joint co-owners have to appoint a sole person as their representative towards the Company.

Art. 10. The Company's Shares are freely transferable among shareholders.

The Company's Shares may not be transferred inter vivos to non-shareholders unless shareholders representing at least three-quarters of the share capital shall have agreed thereto in a general meeting.

Shares may not be transmitted by reason of death to non-shareholders except with the approval of owners of Shares representing three-quarters of the rights owned by the survivors.

In the case referred to in the foregoing paragraph, no consent shall be required where the Shares are transferred either to heirs compulsorily entitled to a portion of the estate or to the surviving spouse or to other legal heirs.

Heirs or beneficiaries of last will provisions or contractual instruments affecting the estate who have not been approved and who have not found a transferee fulfilling the requisite conditions may cause the Company to be prematurely dissolved, three months after giving formal notice, served on the managers by process-server and notified to the shareholders by registered mail.

However, during the said period of three months, the Shares of the deceased may be acquired either by the shareholders, subject to the requirements of the last sentence of Article 199 of the Law according to which the majority may in no case oblige any of the shareholders to increase his/her/its participation in the Company, or by a third party approved by them, or by the Company itself if it fulfils the conditions required for the acquisition by a Company of its own Shares.

The repurchase price of the Shares shall be calculated on the basis of the average balance sheet for the last three years and, if the Company has not been operating for three financial years, on the basis of the balance sheet of the last year or of the last two years.

If no profit has been distributed, or if no agreement is reached as to the application of the basis for repurchase referred to in the foregoing paragraph, the price shall, in the event of disagreement, be determined by the courts.

The exercise of the rights attached to the Shares of the deceased shall be suspended until the transfer of such rights is valid vis-à-vis the Company.

Transfers of Shares must be recorded by a notarial instrument or by a private document.

Transfers shall not be valid vis-à-vis the Company or third parties until they shall have been notified to the Company or accepted by it in accordance with the provisions of article 1690 of the Luxembourg Civil Code.

Art. 11. The Company shall not be dissolved by reason of the death, insolvency or bankruptcy of the single shareholder or of one of the shareholders.

Art. 12. The Company is administered by at least one manager, who is designated by the shareholders. If several managers have been appointed, they will constitute a board of managers. The powers of each manager and the duration of his/her/its mandate are determined by the shareholders. Managers may be revoked at any time by decision of the shareholders.

All powers not expressly reserved by the Law or the Articles to the general meeting of shareholders fall within the competence of the board of managers, which shall have all powers to carry out and approve all acts and operations consistent with the Company's object.

The board of managers may choose from among its members a chairman. The board of managers shall meet upon call by the chairman, or two managers, at the place indicated in the notice of meeting.

The chairman shall preside at all meetings of shareholders and the board of managers, but in his absence, the shareholders or managers may appoint another manager as chairman pro tempore by vote of the majority present at any such meeting.

The board of managers from time to time may appoint officers considered necessary for the operation and management of the Company. Any such appointment may be revoked at any time by the board of managers. Officers need not to be managers or shareholders of the Company. The officers appointed, unless otherwise stipulated in these Articles, shall have the powers and duties given to them by the board of managers.

Convening notice of any meeting of the board of managers shall be given to all managers, in writing or by e-mail or facsimile transmission or such other electronic means capable of evidencing such notice, at least twenty-four hours in advance of the hour set forth for such meeting, except in circumstances of emergency, in which case the nature of such circumstances shall be set forth in the notice of meeting. This notice may be waived by the consent in writing or by telegram, e-mail or by facsimile transmission or such other electronic means capable of evidencing such consent of each manager. The meeting shall be duly held without prior notice if all the managers are present or duly represented and decide to waive this notice. Separate notice shall not be required for individual meetings held at time and place prescribed in a schedule previously adopted by resolution of the board of managers.

Any manager may act at any meeting of the board of managers by appointing another manager as his proxy in writing or by telegram, e-mail or facsimile transmission or such other electronic means capable of evidencing such appointment.

The quorum of the board shall be the presence or the representation of a majority of the managers holding office. Decisions will be taken by majority of the votes cast of the managers at such meeting. In the event that in any meeting the number of votes for and against a resolution shall be equal, the chairman, as the case may be pro tempore, shall have a casting vote.

The minutes of the board meetings are signed by the chairman of the meeting.

Duly convened board meetings may be held by telephone or by video conference link and will be subject to the quorum and majority conditions set forth hereabove.

The board of managers may also, unanimously, pass resolutions on one or several similar documents by circular means when expressing its approval in writing, by cable or facsimile or any other similar means of communication. The entirety will form the circular documents duly executed giving evidence of the resolution. Managers' resolutions, including circular resolutions, may be conclusively certified or an extract thereof may be issued under the individual signature of any manager.

The Company will be bound by the signature of the sole manager in the case of a sole manager, and in the case of a board of managers by the joint signature of any two of the managers.

In any event the Company will be validly bound by the sole signature of any person or persons to whom such signatory powers shall have been delegated, by the sole manager if there is only one manager, by the board of managers or any two of the managers.

Art. 13. No contract or other transaction between the Company and any other company or firm shall be affected or invalidated by the fact that any one or more of the managers or officers of the Company is interested in, or is a director, manager or associate, officer or employee of such other company or firm.

Any manager or officer of the Company who serves as a director, manager, officer or employee of any company or firm with which the Company shall contract or otherwise engage in business shall not, by reason of such affiliation with such other company or firm, be prevented from considering and voting or acting upon any matters with respect to such contract or other business.

In the event that any manager or officer of the Company may have any personal interest in any transaction submitted for approval to the board of managers conflicting with that of the Company, such manager or officer shall make known to the board of managers such personal interest and shall not consider or vote upon any such transaction, and such transaction shall be reported to the next succeeding meeting of shareholders. The term "personal interest" as used in the preceding sentence, shall not include any relationship with or interest in any matter, position or transaction involving such other company or entity as may from time to time be determined by the board of managers in its discretion.

The manager or the managers (as the case may be) do not assume, by reason of his/her/its/their position, any personal liability in relation to any commitment validly made by him/her/it/them in the name of the Company.

The Company shall indemnify any manager or officer, and his/her/its heirs, executors and administrators, against expenses reasonably incurred by him/her/it in connection with any action, suit or proceeding to which he/she/it may be made a party by reason of his/her/its being or having been a manager or officer of the Company, or, at its request, of any other company of which the Company is a shareholder or creditor and from which he/she/it is not entitled to be indemnified, except in relation to matters as to which he/she/it shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or misconduct; in the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Company is advised by counsel that the person to be indemnified did not commit such breach of duty. The foregoing right of indemnification shall not exclude other rights to which he/she/it may be entitled.

Art. 14. Each shareholder may take part in collective decisions or general meetings of shareholders irrespective of the number of Shares held by him/her/it. Each shareholder has voting rights commensurate with his/her/its shareholding. Collective decisions of shareholders or resolutions of shareholders' meetings are validly taken only insofar as they are adopted by shareholders owning more than half of the share capital, unless otherwise provided for by law or these Articles.

If the Company has only one shareholder, this sole shareholder exercises all the powers of the general meeting. The decisions of the sole shareholder are recorded in minutes or drawn-up in writing.

Resolutions to alter the Articles or to dissolve or liquidate the Company may only be adopted by the majority of the shareholders owning at least three quarters of the share capital, subject further to the provisions of the Law.

The Company shall limit the number of its shareholders to a maximum of twenty-five so that any decision of the shareholders may be taken by circular resolution, the text of which shall be sent to all the shareholders in writing, whether in original or by telegram, telex, facsimile or e-mail. The shareholders shall cast their vote by signing the circular resolution. The signatures of the shareholders may appear on a single document or on multiple copies of an identical resolution and may be evidenced by letter or facsimile.

Art. 15. The financial year starts on 1 st January of each year and ends on 31 st December of the same year.

Art. 16. At the end of each financial year, the accounts of the Company are established by the board of managers.

Each shareholder may inspect such accounts at the registered office.

Art. 17. The gross profits of the Company stated in the annual accounts, after deduction of general expenses, amortization and other expenses represent the net profit. An amount equal to five per cent (5%) of the net profit is allocated to the legal reserve, until this reserve amounts to ten per cent (10%) of the shares capital.

The balance of the net profit may be distributed to the shareholders in proportion to their shareholding in the Company.

Art. 18. Interim dividends may be distributed in accordance with and in the form and under the conditions set forth by the Law.

Art. 19. At the time of winding up the Company, the liquidation will be carried out by one or several liquidators, shareholders or not, appointed by the shareholders who shall determine their powers and remuneration.

Art. 20. Reference is made to provisions of the Law for all matters for which no specific provision is made in these Articles.

Subscription and Payment

The articles of incorporation of the Company having thus been drawn up by the appearing party, the appearing party has subscribed and entirely paid up the entire twelve thousand five hundred (12,500.-) Shares issued by the Company.

Proof of the payment of EUR 12,500.- (twelve thousand five hundred Euro) has been given to the undersigned notary.

Expenses

The expenses, costs, remunerations or charges in any form whatsoever which shall be borne by the Company as a result of its formation are estimated at approximately EUR 1,800.-.

Extraordinary general meeting

The shareholders have forthwith taken immediately the following resolutions:

1. The following persons are appointed managers of the Company for an unlimited duration:

- Allen Foley, residing professionally at 5, rue Jean Monnet, L-2180 Luxembourg, Grand Duchy of Luxembourg;
- Derek Delaney, residing professionally at Fitzwilliam Hall, Fitzwilliam Place, Dublin 2, Ireland;
- Jeremy O'Sullivan, residing professionally at Fitzwilliam Hall, Fitzwilliam Place, Dublin 2, Ireland;

2. The registered office of the Company is fixed at 5, rue Jean Monnet, L-2180 Luxembourg, Grand Duchy of Luxembourg.

3. The first financial year starts on the date of incorporation and ends on 31 December 2013.

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

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

The document having been read to the person appearing, he signed together with the notary the present deed.

Suit la traduction française du texte qui précède:

L'an deux mille douze le quatorzième jour du mois de août.

Par devant nous, Maître Carlo Wersandt, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg, agissant en remplacement de Maître Henri Hellinckx, notaire résidant à Luxembourg, Grand Duché du Luxembourg, qui sera le dépositaire du présent acte.

A comparu:

DMS OFFSHORE INVESTMENT SERVICES (EUROPE) SARL, une société à responsabilité limitée de droit luxembourgeois, ayant son siège social au 5, rue Jean Monnet, L-2180 Luxembourg, Grand-Duché de Luxembourg, enregistrée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 167.905, représentée par Me Philippe Coulon, maître en droit, demeurant à Luxembourg, en vertu d'une procuration datée du 24 juillet 2012.

La procuration prémentionnée, signée "ne varietur" par le mandataire et le notaire instrumentaire, restera annexée à ce document pour être soumise avec lui aux formalités de l'enregistrement.

Laquelle comparante, ainsi que représentée, a requis le notaire instrumentaire d'arrêter les statuts d'une société à responsabilité limitée qu'il déclare constituée comme suit:

Art. 1 er . Il est établi par la présente entre le souscripteur et tous ceux qui pourront détenir des actions émises en vertu des présentes une société, (la "Société") sous la forme d'une société à responsabilité limitée qui sera régie par les lois y relatives, en particulier par la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée (ci-après la "Loi"), ainsi que par les présents statuts (ci-après les "Statuts").

Art. 2. L'objet social de la Société est de rendre de services de conseil, de gestion, de comptabilité, de commercialisation, de distribution et d'administration, le cas échéant en sa qualité d'associé commandité de DMS Platform SICAV-

SIF ou d'un ou plusieurs fonds d'investissements luxembourgeois réglementés créés dans le futur et qui seront initiés par DMS Management Limited ou par une de ses filiales.

Par ailleurs, la Société pourra fournir des services de secrétariat, de comptabilité ou tout autre service administratif autorisé par les lois et réglementations applicables, à des sociétés qu'elle gère et prendre toute mesure ainsi que réaliser toute opération qui lui semble utile à l'accomplissement et au développement de son objet social.

Art. 3. La Société est constituée pour une période illimitée.

Art. 4. La Société a la dénomination «DMS Platform».

Art. 5. Le siège social de la Société est établi à Luxembourg, Grand-Duché de Luxembourg.

L'adresse du siège social peut être transférée à l'intérieur de la commune par résolution du conseil de gérance (tel qu'utilisé dans les présents Statuts, le terme «conseil de gérance» signifie le gérant unique si ledit conseil n'est composé que d'un seul gérant) de la Société. Le siège social peut en outre être transféré en tout autre endroit du Grand-Duché de Luxembourg par délibération de l'assemblée générale des associés (tel qu'utilisé dans les présents Statuts, le terme «assemblée générale des associés» signifie l'associé unique s'il n'y a qu'un seul associé) délibérant comme en matière de modification des Statuts.

Si les lois et règlements applicables le permettent, le siège social pourra être transféré à l'intérieur du Grand-Duché de Luxembourg par une décision du conseil de gérance. La Société peut avoir des bureaux et des succursales tant au Luxembourg qu'à l'étranger.

Lorsque les gérants estiment que des événements extraordinaires d'ordre politique, économique, social ou militaire se sont produits ou sont imminents, et qu'ils sont de nature à compromettre les activités normales de la Société à son siège social, ou la communication entre le siège social et l'étranger, le siège social peut être transféré provisoirement à l'étranger, jusqu'à cessation complète de ces circonstances extraordinaires; ces mesures provisoires n'ont aucun effet sur la nationalité de la Société qui, nonobstant le transfert provisoire de son siège social, restera une société luxembourgeoise.

Art. 6. Le capital social s'élève à douze mille cinq cents euros (EUR 12.500.-) divisé en douze mille cinq cents (12.500.-) parts sociales (les "parts sociales") de un euro (EUR 1.-) chacune. Toutes les parts sociales ont été souscrites et sont entièrement payées.

Art. 7. Le capital peut être modifié à tout moment par une décision de l'assemblée générale des associés, en conformité avec l'article 14 des présents Statuts.

Art. 8. Chaque part sociale donne droit à une fraction des actifs et bénéfices de la Société, en proportion directe avec le nombre de parts sociales existantes.

Art. 9. Envers la Société, les parts sociales sont indivisibles, de sorte qu'un seul propriétaire est admis par part sociale. Les copropriétaires indivis doivent désigner une seule personne qui les représente auprès de la Société.

Art. 10. Les parts sociales sont librement transmissibles entre les associés.

Les transferts de parts sociales de la Société inter vivos à des non-associés seront soumis à l'accord des associés représentant au moins trois quarts du capital social de la Société.

Tout transfert de parts sociales à des tiers en raison du décès d'un associé est soumis à l'agrément des associés restants représentant au moins trois quarts du capital social de la Société.

Dans le cas évoqué dans le paragraphe précédent, aucun agrément n'est requis en cas de transfert de parts sociales aux héritiers réservataires ou au conjoint survivant ou aux autres héritiers légaux.

Les héritiers ou bénéficiaires d'institutions testamentaires ou contractuelles affectant la succession qui n'ont pas été approuvés et qui n'ont pas trouvé de cessionnaire remplissant les conditions requises peuvent provoquer la dissolution anticipée de la Société trois mois après mise en demeure, signifiée aux gérants par exploit d'huissier et notifiée aux associés par pli recommandé à la poste.

Cependant, pendant ladite période de trois mois, les parts sociales des défunts peuvent être acquises soit par les associés, en respectant les dispositions de la dernière phrase de l'article 199 de la Loi selon laquelle la majorité des associés ne peut en aucun cas obliger l'un d'entre eux à augmenter sa participation dans la Société, soit par un tiers approuvé par eux, soit par la Société elle-même si elle remplit les conditions requises pour l'acquisition par une société de ses propres parts.

Le prix de rachat des parts sociales sera calculé sur la base du bilan moyen des trois derniers exercices ou, si cela n'est pas possible, sur la base des bilans des deux derniers ou du dernier exercice.

Si aucun bénéfice n'a été distribué, ou si aucun accord n'est conclu quant à l'application des règles sur le rachat visées au paragraphe précédent, le prix, en cas de désaccord, sera déterminé par les tribunaux.

L'exercice des droits sociaux attachés aux parts sociales du défunt sera suspendu jusqu'à ce que le transfert de ces droits soit opposable vis-à-vis de la Société.

La cession de parts sociales doit être formalisée par acte notarié ou par acte sous seing privé.

Les cessions de parts ne sont opposables à la Société et aux tiers qu'après qu'elles ont été notifiées à la Société ou acceptées par elle conformément à l'article 1690 du Code Civil luxembourgeois.

Art. 11. La Société ne sera pas dissoute par suite du décès, de l'insolvabilité ou de la faillite de l'associé unique ou d'un des associés.

Art. 12. La Société est gérée par au moins un gérant, qui est désigné par les associés. Si plusieurs gérants sont nommés, ils constituent un conseil de gérance. Les pouvoirs de chaque gérant et la durée de leur mandat sont déterminés par les associés. Les gérants peuvent être révoqués à tout moment par décision des associés.

Tous les pouvoirs non expressément réservés à l'assemblée générale des associés par la Loi ou les présents Statuts seront de la compétence du conseil de gérance qui aura tous pouvoirs pour effectuer et approuver tous actes et opérations conformes à l'objet social.

Le conseil de gérance peut choisir parmi ses membres un président. Le conseil de gérance se réunira sur convocation du président, ou de deux gérants, au lieu spécifié dans l'avis de convocation de la réunion.

Le président présidera toutes les assemblées des associés et toutes les réunions du conseil de gérance mais, en son absence, les associés ou les gérants pourront nommer un autre gérant en tant que président pro tempore par vote à la majorité des présents à cette assemblée ou à cette réunion.

Le conseil de gérance pourra nommer des fondés de pouvoirs qu'il considère nécessaires au fonctionnement et à la gestion de la Société. Cette nomination peut être révoquée à tout moment par le conseil de gérance. Les fondés de pouvoirs ne doivent pas nécessairement être des gérants ou des associés de la Société. Les fondés de pouvoirs nommés, à moins que les présents Statuts n'en disposent autrement, auront les pouvoirs et les obligations qui leur seront accordés par le conseil de gérance.

L'avis de convocation aux réunions du conseil de gérance devra être transmis à tous les gérants, par écrit ou par courrier électronique ou par fax ou tout autre moyen électronique pouvant prouver l'existence de cet avis, au moins vingt-quatre heures avant l'heure fixée pour la réunion, sauf cas urgent, dont la nature devra être spécifiée dans l'avis de convocation de la réunion. Les gérants pourront renoncer à recevoir un avis de convocation en donnant leur consentement par écrit ou par télégramme, courrier électronique ou fax ou tout autre moyen électronique pouvant prouver le consentement de chaque gérant. Le conseil de gérance se réunit valablement sans convocation préalable au cas où tous les gérants sont présents ou valablement représentés et décident de renoncer à cette convocation. Un avis de convocation séparé n'est pas requis pour chaque réunion tenue aux heure et lieu spécifiés dans un programme adopté antérieurement par résolution du conseil de gérance.

Tout gérant pourra se faire représenter à toute réunion du conseil de gérance en désignant un autre gérant par écrit ou télégramme, courrier électronique ou fax ou tout autre moyen électronique pouvant prouver la nomination de ce mandataire.

Le conseil de gérance ne pourra délibérer valablement que si la majorité des membres sont présents ou représentés. Les décisions seront prises à la majorité des voix exprimées des gérants à la réunion. Dans l'hypothèse où lors d'une réunion, le nombre des votes pour et contre une résolution est égal, le président, le cas échéant pro tempore, aura un vote prépondérant.

Les procès-verbaux des réunions du conseil de gérance sont signés par le président de la réunion.

Les réunions du conseil de gérance dûment convoquées pourront également être tenues par téléphone ou par vidéo conférence et seront sujettes aux conditions de quorum et de majorité définies ci-dessus.

Le conseil de gérance pourra également, à l'unanimité, adopter des résolutions dans un ou plusieurs documents similaires par voie de circulaires exprimant son approbation par lettre, par câble ou par fax ou tout autre moyen de communication similaire. L'ensemble formera les documents circulaires prouvant une fois dûment exécutés, l'existence de la résolution. Les résolutions des gérants, y inclus les résolutions circulaires, pourront être certifiées ou un extrait pourra être émis sous la signature individuelle de tout gérant.

La Société sera engagée par la signature du gérant unique en cas de gérant unique, et dans le cas d'un conseil de gérance, par la signature conjointe de deux gérants.

Dans tous les cas, la Société sera valablement engagée par la seule signature de toute(s) personne(s) à qui ces pouvoirs de signature ont été délégués, par le gérant unique, ou par le conseil de gérance ou deux de ses gérants.

Art. 13. Aucun contrat conclu ou aucune transaction conclue entre la Société et toute autre société ou entreprise ne pourront être viciés ou invalidés par le fait qu'un ou plusieurs gérants ou fondés de pouvoirs de la Société auraient un intérêt quelconque dans telle autre société ou entreprise ou seraient un administrateur, gérant, associé, fondé de pouvoirs ou employé de telle autre société ou entreprise.

Le gérant ou le fondé de pouvoirs de la Société qui est administrateur, gérant, fondé de pouvoirs ou employé d'une société ou entreprise avec laquelle la Société passe des contrats ou est autrement en relation d'affaires ne sera pas, pour cette raison, privé du droit de délibérer, de voter ou d'agir en ce qui concerne les matières en relation avec ce contrat ou ces affaires.

Au cas où un gérant ou fondé de pouvoirs a un intérêt personnel dans toute transaction, soumise à l'approbation du conseil de gérance opposé à celui de la Société, ce gérant ou fondé de pouvoirs devra en informer le conseil de gérance et ne délibérera ni ne prendra part au vote concernant cette transaction; rapport devra être fait au sujet de cette transaction à la prochaine assemblée des associés. Le terme "intérêt personnel" utilisé dans la phrase précédente ne s'appliquera

pas aux relations ou intérêts qui pourront exister de quelque manière, en quelque qualité ou à quelque titre que ce soit, en rapport avec toute autre société ou entité déterminée par le conseil de gérance à sa discrétion.

Le gérant ou les gérants (le cas échéant) n'assume(nt), en raison de sa/leur position, aucune responsabilité personnelle en relation avec un engagement qu'il(s) a/ont valablement pris au nom de la Société.

La Société indemnisera tout gérant ou fondé de pouvoirs, ses héritiers, exécuteurs testamentaires et administrateurs, des dépenses raisonnablement occasionnées par toute action, poursuite ou procès auquel il aurait été partie en sa qualité de gérant ou de fondé de pouvoirs de la Société ou pour avoir été, à la demande de la Société, gérant ou fondé de pouvoirs de toute autre société dont la Société est actionnaire ou créancière et pour lequel il n'aurait pas droit à une indemnisation, à moins qu'il ne soit condamné, dans ce cadre de transaction pour négligence ou faute grave; en cas de transaction, une telle indemnité ne sera accordée que si la Société est informée par son conseiller juridique que le gérant ou le fondé de pouvoirs n'a pas commis un tel manquement à ses devoirs. Le droit à l'indemnisation n'exclura pas d'autres droits dans le chef du gérant ou fondé de pouvoirs.

Art. 14. Chaque associé peut prendre part aux décisions collectives ou aux assemblées générales des associés, quel que soit le nombre de parts sociales qu'il détient. Chaque associé a les droits de vote qui correspondent au nombre de parts sociales qu'il détient. Les décisions collectives ou résolutions des associés ne sont valablement prises que si elles sont adoptées par des associés détenant plus de la moitié du capital social, sauf disposition contraire de la loi ou des présents Statuts.

Si la Société compte un seul associé, l'associé unique exercera tous les pouvoirs de l'assemblée générale. Les décisions de l'associé unique sont inscrites dans des procès-verbaux ou rédigées par écrit.

Les décisions concernant la modification des Statuts ou pour dissoudre ou liquider la Société ne pourront être adoptées qu'à la majorité des associés détenant au moins trois quarts du capital social, sous réserve des dispositions de la Loi.

La Société devra limiter le nombre de ses associés à un maximum de vingt-cinq de sorte que toute décision des associés pourra être prise par résolution circulaire, dont le texte devra être envoyé par écrit, soit en original, soit par télégramme, télex, fax ou courrier électronique à tous les associés. Les associés exprimeront leur vote en signant les résolutions circulaires. Les signatures des associés pourront apparaître sur un seul document ou sur plusieurs copies d'une résolution identique et peuvent être prouvées par courrier ou par fax.

Art. 15. Chaque exercice social commence le 1 er janvier de chaque année et se termine le 31 décembre de la même année.

Art. 16. A la fin de chaque exercice social, les comptes de la Société sont établis par le conseil de gérance.

Tout associé peut prendre connaissance des comptes au siège social.

Art. 17. Le bénéfice brut de la Société repris dans les comptes annuels, après déduction des frais généraux, amortissements et autres dépenses, constitue le bénéfice net. Sur le bénéfice net, il est prélevé cinq pour cent (5%) pour la constitution de la réserve légale, jusqu'à ce que celle-ci atteigne dix pour cent (10%) du capital social.

Le solde des bénéfices nets peut être distribué aux associés en proportion de leur participation dans le capital de la Société.

Art. 18. Des acomptes sur dividendes pourront être distribués en conformité avec et dans la forme et les conditions prescrites par la Loi.

Art. 19. Lors de la dissolution de la Société, la liquidation sera assurée par un ou plusieurs liquidateurs, associés ou non, nommés par les associés qui détermineront leurs pouvoirs ainsi que leur rémunération.

Art. 20. Pour tout ce qui ne fait pas l'objet d'une disposition spécifique dans les Statuts, il est fait référence à la Loi.

Souscription et paiement

Les Statuts de la Société ayant été arrêtés par la comparante, la comparante a souscrit et a libéré entièrement l'intégralité des douze mille cinq cents (12.500.-) parts sociales émises par la Société.

La preuve du paiement de EUR 12.500.- (douze mille cinq cents euros) a été donnée au notaire soussigné.

Frais

Les dépenses, coûts, rémunérations ou frais de quelque forme que ce soit qui résultent de la constitution de la Société seront supportés par la Société et sont estimés à environ EUR 1.800.-.

Assemblée générale extraordinaire

Aussitôt, les associés ont adopté immédiatement les résolutions suivantes:

1. Les personnes suivantes ont été nommées gérants de la Société pour une durée illimitée:

- Allen Foley, de résidence professionnelle à 5, rue Jean Monnet, L-2180 Luxembourg;
- Derek Delaney, de résidence professionnelle à Fitzwilliam Hall, Fitzwilliam Place, Dublin 2, Irlande;
- Jeremy O'Sullivan, de résidence professionnelle à Fitzwilliam Hall, Fitzwilliam Place, Dublin 2, Irlande.

2. Le siège social de la Société est fixé au 5, rue Jean Monnet, L-2180 Luxembourg, Grand-Duché de Luxembourg.

3. Le premier exercice social commence à la date de constitution et se terminera le 31 décembre 2013.

DONT ACTE, fait et passé à Luxembourg, date qu'en tête des présentes. Le notaire soussigné qui comprend et parle l'anglais, constate par les présentes qu'à la requête de la personne comparante les présents statuts sont rédigés en anglais suivis d'une traduction française; à la requête de la même personne et en cas de divergence entre le texte anglais et français, la version anglaise fera foi.

Et après lecture faite au comparant, celui-ci a signé le présent acte avec le notaire.

Signé: P. COULON et C. WERSANDT.

Enregistré à Luxembourg A.C., le 16 août 2012. Relation: LAC/2012/38981. Reçu soixante-quinze euros (75.- EUR).

Le Receveur ff. (signé): C. FRISING.

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

Luxembourg, le 21 août 2012.

Référence de publication: 2012107317/403.

(120146759) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 août 2012.

Reliance Alternative Sicav, Société d'Investissement à Capital Variable.

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

R.C.S. Luxembourg B 170.968.

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STATUTES

In the year two thousand and twelve, on the eighth day of August.

Before us Maître Gérard LECUIT, notary residing in Luxembourg.

There Appeared:

Andbank Luxembourg S.A., having its registered office at 7A, Rue Robert Stümper, L-2557 Luxembourg and being registered with the Luxembourg Trade and Companies Register under number B -150.131,

here represented by Mr Phu-Van LUC, Executive Adviser, residing professionally in Luxembourg,

by virtue of proxy given on 7 August 2012, which, after having been signed ne varietur by the proxyholder of the appearing party and the notary, will remain attached to the present deed in order to be registered with it.

Such appearing party, acting in the hereabove stated capacity, has requested the notary to inscribe as follows the Articles of Incorporation of a société anonyme:

Title I - Name - Registered office - Duration - Purpose

Art. 1. Name. There exists among the subscriber and all those who may become owners of shares hereafter issued, a public limited company (société anonyme) qualifying as an investment company with variable share capital (société d'investissement à capital variable) under the name of "RELIANCE ALTERNATIVE SICAV" (hereinafter the "Company").

Art. 2. Registered Office. The registered office of the Company is established in Luxembourg City, Grand Duchy of Luxembourg. Branches, subsidiaries or other offices may be established either in the Grand Duchy of Luxembourg or abroad by a decision of the board of directors.

The registered office may be transferred within the town of Luxembourg by a decision of the board of directors.

In the event that the board of directors determines that extraordinary political, social or military events have occurred or are imminent which would interfere with the normal activities of the Company at its registered office or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these abnormal circumstances; such provisional measures shall have no effect on the nationality of the Company which, notwithstanding such temporary transfer, shall remain a Luxembourg corporation.

Art. 3. Duration. The Company is established for an unlimited period of time.

Art. 4. Purpose. The exclusive purpose of the Company is to invest the funds available to it in transferable securities and/or in other permitted assets eligible for an undertaking for collective investment under Part I of the law of 17 December 2010 relating to undertakings for collective investment, as it may be amended from time to time (hereinafter the "Law of 2010"), with the purpose of spreading investment risks and affording its shareholders the results of the management of its assets.

The Company may take any measures and carry out any transaction which it may deem useful for the fulfilment and development of its purpose to the largest extent permitted under Part I of the Law of 2010.

Title II - Share capital - Shares - Net asset value

Art. 5. Share Capital - Classes/Categories of Shares. The capital of the Company shall be represented by fully paid up shares of no par value and shall at any time be equal to the total net assets of the Company pursuant to Article 11 hereof. The minimum capital shall be as provided by law, i.e. one million two hundred and fifty thousand Euro (EUR 1,250,000.-) or the equivalent. Such minimum capital must be reached within a period of six months after the date on which the Company has been authorised as an undertaking for collective investment under Luxembourg law.

The initial capital is thirty one thousand Euro (EUR 31,000.-) represented by three hundred and ten (310) fully paid up shares without par value.

The shares to be issued pursuant to Article 7 hereof may, as the board of directors shall determine, be of different classes or categories of shares. The proceeds of the issue of each class or category of shares shall be invested in transferable securities and/or other permitted assets pursuant to the investment policy determined by the board of directors for the Sub-Fund (as defined hereinafter) established in respect of the relevant class/category or classes/categories of shares, subject to the investment restrictions provided by law or determined by the board of directors.

The board of directors shall establish a portfolio of assets constituting a sub-fund (individually a "Sub-Fund", collectively the "Sub-Funds") within the meaning of Article 181 of the Law of 2010 corresponding to one or several classes and/or categories of shares in the manner described in Article 11 hereof. The Company constitutes one single legal entity. However, each portfolio of assets shall be invested for the exclusive benefit of the relevant Sub-Fund. In addition, each Sub-Fund shall only be responsible for the liabilities which are attributable to such Sub-Fund.

The consolidated accounts of the Company, all Sub-Funds combined, shall be expressed in the reference currency of the share capital of the Company, i.e. the Euro ("EUR").

For the purpose of determining the capital of the Company, the net assets attributable to each class/category of shares shall, if not expressed in EUR, be converted into EUR and the capital shall be the total of the net assets of all the classes/ categories of shares. When the context so requires references in these Articles to Sub-Funds shall mean references to class(es)/category(ies) of shares and vice-versa.

Art. 6. Form of Shares.

(1) The board of directors shall determine whether the Company shall issue shares in bearer and/or in registered form. This decision will be reflected in the sales documents for the shares of the Company.

All issued registered shares of the Company shall be registered into the register of shareholders which shall be kept by the Company or by one or more persons designated thereto by the Company, and such register shall contain the name of each owner of registered shares, his residence or elected domicile as indicated to the Company and the number and class/category of registered shares held by him.

The inscription of the shareholder's name into the register of shareholders evidences his right of ownership on such registered shares. The Company shall decide whether a certificate for such inscription shall be delivered to the shareholder or whether the shareholder shall receive a written confirmation of his shareholding.

If bearer shares are issued, they will be issued on a dematerialised basis and deposited in a securities account maintained in the name of the holder of such shares with a recognized account holder or a provider of settlement services (hereinafter the "dematerialised shares"). Share certificates may alternatively be issued for bearer shares at the expense of their holder.

If dematerialised shares are issued, registered shares may be converted into dematerialised shares and dematerialised shares may be converted into registered shares at the request of the holder of such shares. A conversion of registered shares into dematerialised shares will be effected by cancellation of the registered share certificate, if any, and by an entry in a securities account maintained in the name of the holder of such shares or by the issue of bearer share certificates in lieu thereof, and an entry shall be made into the register of shareholders to evidence such cancellation. A conversion of dematerialised shares into registered shares will be effected by cancellation of the dematerialised shares position in the securities account maintained in the name of the holder of such shares or by cancellation of the bearer share certificates, and, if applicable, by issuance of a registered share certificate in lieu thereof, and an entry shall be made into the register of shareholders to evidence such issuance. At the option of the board of directors, the costs of any such conversion may be charged to the shareholder requesting it.

(2) If dematerialised shares are issued, transfer of dematerialised shares shall be effected by booking the appropriate movements on the securities accounts maintained in the name of the successive holders of such shares. If bearer share certificates are issued, transfer shall be effected upon delivering the certificate or certificates representing such shares to the transferee. Transfer of registered shares shall be effected (i) if share certificates have been issued, upon delivering the certificate or certificates representing such shares to the Company along with other instruments of transfer satisfactory to the Company and (ii) if no share certificates have been issued, by a written declaration of transfer in the register of shareholders, dated and signed by the transferor and the transferee, or by persons holding suitable powers of attorney. Any transfer of registered shares shall be entered into the register of shareholders; such inscription shall be signed by one or more directors or officers of the Company or by one or more other persons duly authorized thereto by the board of directors.

(3) Shareholders entitled to receive registered shares shall provide the Company with an address to which all notices and announcements may be sent. Such address will also be entered into the register of shareholders.

In the event that a shareholder does not provide an address, the Company may permit a notice to this effect to be entered into the register of shareholders and the shareholder's address will be deemed to be at the registered office of the Company, or at such other address as may be so entered into by the Company from time to time, until another address shall be provided to the Company by such shareholder. A shareholder may, at any time, change his address as entered into the register of shareholders by means of a written notification to the Company at its registered office, or at such other address as may be set by the Company from time to time.

(4) If any shareholder can prove to the satisfaction of the Company that his share certificate has been mislaid, mutilated or destroyed, then, at his request, a duplicate share certificate may be issued under such conditions and guarantees, including but not restricted to a bond issued by an insurance company, as the Company may determine. At the issuance of the new share certificate, on which it shall be recorded that it is a duplicate, the original share certificate in replacement of which the new one has been issued shall become void.

Mutilated share certificates may be cancelled by the Company and replaced by new certificates.

The Company may, at its election, charge to the shareholder the costs of a duplicate or of a new share certificate and all reasonable expenses incurred by the Company in connection with the issue and registration thereof or in connection with the annulment of the original share certificate.

(5) The Company recognizes only one single owner per share. If one or more shares are jointly owned or if the ownership of such share(s) is disputed, all persons claiming a right to such share(s) have to appoint one single attorney to represent such share(s) towards the Company. The failure to appoint such attorney implies a suspension of all rights attached to such share(s).

(6) The Company may decide to issue fractional shares up to three decimals. Such fractional shares shall not be entitled to vote but shall be entitled to participate in the distributions and/or net assets attributable to the relevant class/category of shares on a pro rata basis.

Art. 7. Issue of Shares. The board of directors is authorized without limitation to issue an unlimited number of fully paid up shares at any time without reserving the existing shareholders a preferential right to subscribe for the shares to be issued.

The board of directors may impose restrictions on the frequency at which shares shall be issued in any class/category of shares or Sub-Fund. The board of directors may further impose minimum amounts of subscriptions as provided for in the sales documents for the shares of the Company, as the case may be.

Whenever the Company offers shares for subscription, the price per share at which such shares are offered shall be based on the net asset value per share of the relevant class/category of shares within the relevant Sub-Fund, as determined in compliance with the provisions of Article 11 hereof as of such Valuation Day (as defined in Article 12 hereof) as is determined in accordance with such policy as the board of directors may from time to time determine. Such price may be increased by the applicable sales commissions, as approved from time to time by the board of directors. The price so determined shall be payable within a maximum period as provided for in the sales documents for the shares and which shall not exceed seven Luxembourg bank business days after the relevant Valuation Day.

The board of directors may delegate to any director, manager, officer or other duly authorized agent the power to accept subscriptions, to receive payment of the price of the new shares to be issued and to deliver them.

If subscribed shares are not paid for, the Company may cancel their issue whilst retaining the right to claim its issue fees and commissions.

The Company may agree to issue shares as consideration for a contribution in kind of transferable securities and/or other permitted assets, in compliance with the conditions set forth by Luxembourg law, in particular the obligation for the independent auditor of the Company to deliver a valuation report and provided that such assets comply with the investment policy and restrictions of the relevant Sub-Fund as described in the sales documents for the shares of the Company. Any costs incurred in connection with a contribution in kind of assets shall be borne by the relevant shareholders.

Subscription requests may be suspended under the terms and in accordance with the provisions of Article 12 hereof.

Art. 8. Redemption of Shares. Any shareholder may request the redemption of all or part of his shares by the Company, under the terms and procedures set forth by the board of directors in the sales documents for the shares of the Company and within the limits provided by law and these Articles.

The redemption price per share shall be paid within a maximum period as provided for in the sales documents for the shares of the Company and which shall not exceed seven Luxembourg bank business days after the relevant Valuation Day, provided that the share certificates, if any, and the transfer documents have been received by the Company.

If as a result of any request for redemption, the aggregate net asset value of the shares held by any shareholder in any class/category of shares or in any Sub-Fund would fall below the minimum amount determined by the board of directors, then the Company may decide that this request be treated as a request for redemption for the full balance of such shareholder's holding of shares in such class/category of shares or Sub-Fund.

Further, if on any given Valuation Day redemption requests pursuant to this Article and conversion requests pursuant to Article 9 hereof exceed a certain level determined by the board of directors in relation to the net asset value of a

specific class/category of shares or Sub-Fund, the board of directors may decide that all or part, on a pro rata basis for each shareholder asking for the redemption or conversion of his shares, of such requests for redemption or conversion will be deferred for a period and in a manner that the board of directors considers to be in the best interests of the Company.

Under special circumstances including, but not limited to, default or delay in payments due to the relevant Sub-Fund from banks or other entities, the Company may, in turn, delay all or part of the payment to shareholders requesting redemption of shares in the Sub-Fund concerned. The right to obtain redemption is contingent upon the Sub-Fund having sufficient liquid assets to honour redemptions.

The redemption price shall be based on the net asset value per share of the relevant class/category of shares within the relevant Sub-Fund, as determined in compliance with the provisions of Article 11 hereof, less such charges and commissions (if any) at the rate provided for in the sales documents for the shares of the Company. The relevant redemption price may be rounded up or down to the nearest cent of the relevant currency as the board of directors shall determine.

The Company may agree to deliver transferable securities and/or other permitted assets against a request for redemption in kind, provided that the relevant shareholder formally agrees to such delivery, and that all provisions of the Luxembourg law have been respected, and in particular the obligation for the independent auditor of the Company to deliver a valuation report. The value of such assets shall be determined according to the principles applied for the calculation of the net asset value per share. The board of directors must make sure that the redemption of such assets shall not be detrimental to the other shareholders. Any costs incurred in connection with a delivery in kind of assets shall be borne by the relevant shareholders.

Further, redemption of shares may be carried out in accordance with the terms of Article 24 hereof.

Redemption requests may be suspended under the terms and in accordance with the provisions of Article 12 hereof.

All redeemed shares shall be cancelled.

Art. 9. Conversion of Shares. Any shareholder may request the conversion of all or part of his shares of one class/category of shares into shares of another class/category of shares, within the same Sub-Fund or from one Sub-Fund to another Sub-Fund.

The price for the conversion of shares from one class/category of shares into another class/category of shares shall be computed by reference to the respective net asset value of the two classes/categories of shares, calculated as of the Valuation Day following receipt of the documents as expected in case of redemptions.

The board of directors may set restrictions as to the frequency, terms and conditions of conversions and subject them to the payment of such charges and commissions as it shall determine.

If as a result of any request for conversion, the aggregate net asset value of the shares held by any shareholder in any class/category of shares or in any Sub-Fund would fall below the minimum amount determined by the board of directors, then the Company may decide that this request be treated as a request for conversion for the full balance of such shareholder's holding of shares in such class/category of shares or Sub-Fund.

The shares which have been converted into shares of another class/category of shares shall be cancelled.

Conversion requests may be suspended under the terms and in accordance with the provisions of Article 12 hereof.

Art. 10. Restrictions on Ownership of Shares. The Company may restrict or prevent the ownership of shares in the Company by any person, firm or corporate body, if in the opinion of the Company such holding may be detrimental to the Company, if it may result in a breach of any law or regulation, whether Luxembourg or foreign, or if as a result thereof the Company may become subject to laws other than those of the Grand Duchy of Luxembourg (including but without limitation tax laws).

Specifically, but without limitation, the Company may restrict the ownership of shares in the Company by any U.S. person, as defined in this Article, and for such purposes the Company may:

A.- decline to issue any shares and decline to register any transfer of a share, where it appears to it that such registry or transfer would or might result in legal or beneficial ownership of such shares by a U.S. person; and

B.- at any time require any person whose name is entered into, or any person seeking to register the transfer of shares into the register of shareholders, to furnish it with any information, supported by affidavit, which it may consider necessary for the purpose of determining whether or not beneficial ownership of such shareholder's shares rests in a U.S. person, or whether such registry will result in beneficial ownership of such shares by a U.S. person; and

C.- decline to accept the vote of any U.S. person at any meeting of shareholders of the Company; and

D.- where it appears to the Company that any U.S. person either alone or in conjunction with any other person is a beneficial owner of shares, direct such shareholder to sell his shares and to provide to the Company evidence of the sale within thirty (30) days of the notice. If such shareholder fails to comply with the direction, the Company may compulsorily redeem or cause to be redeemed from any such shareholder all shares held by such shareholder in the following manner:

(1) The Company shall serve a second notice (the "purchase notice") upon the shareholder holding such shares or appearing in the register of shareholders as the owner of the shares to be purchased, specifying the shares to be purchased as aforesaid, the manner in which the purchase price will be calculated and the name of the purchaser.

Any such notice may be served upon such shareholder by posting the same in a prepaid registered envelope addressed to such shareholder at his last address known to or appearing in the books of the Company. The said shareholder shall thereupon forthwith be obliged to deliver to the Company the share certificate or certificates representing the shares specified in the purchase notice.

Immediately after the close of business on the date specified in the purchase notice, such shareholder shall cease to be the owner of the shares specified in such notice and, (i) in the case of registered shares, his name shall be removed from the register of shareholders and the registered share certificate(s) representing such share(s), if any, will be cancelled, (ii) in the case of bearer shares, the share certificate(s) representing such shares shall be cancelled, and (iii) in the case of dematerialised shares, his position in the relevant securities account shall be cancelled.

(2) The price at which each such share is to be purchased (the "purchase price") shall be an amount equal to the net asset value per share of the relevant class/category of shares as at the Valuation Day specified by the board of directors for the redemption of shares in the Company immediately preceding the date of the purchase notice or next succeeding the surrender of the share certificate or certificates representing the shares specified in such notice, whichever is lower, all as determined in accordance with Article 8 hereof, less any service charge provided therein.

(3) Payment of the purchase price will be made available to the former owner of such shares normally in the currency fixed by the board of directors for the payment of the redemption price of the shares of the relevant class/category of shares and will be deposited for payment to such owner by the Company with a bank in Luxembourg or elsewhere (as specified in the purchase notice) upon final determination of the purchase price following surrender of the share certificate or certificates specified in such notice. Upon service of the purchase notice as aforesaid such former owner shall have no further interest in such shares or any of them, nor any claim against the Company or its assets in respect thereof, except the right to receive the purchase price (without interest) from such bank following effective surrender of the share certificate or certificates as aforesaid. Any funds receivable by a shareholder under this paragraph, but not collected within a period of five years from the date specified in the purchase notice, may not thereafter be claimed and shall revert to the Sub-Fund relating to the relevant class/category or classes/categories of shares. The board of directors shall have power from time to time to take all steps necessary to perfect such reversion and to authorize such action on behalf of the Company.

(4) The exercise by the Company of the power conferred by this Article shall not be questioned or invalidated in any case, on the ground that there was insufficient evidence of ownership of shares by any person or that the true ownership of any shares was otherwise than appeared to the Company at the date of any purchase notice, provided in such case the said powers were exercised by the Company in good faith.

Whenever used in these Articles, the term "U.S. person" means a citizen or resident of, or a company or partnership organized under the laws of or existing in any state, commonwealth, territory or possession of the United States of America, or an estate or trust other than an estate or trust the income of which from sources outside the United States of America is not includible in gross income for purpose of computing United States income tax payable by it.

Art. 11. Calculation of Net Asset Value per Share. The net asset value per share of each class/category of shares in respect of each Sub-Fund or of each Sub-Fund shall be expressed in the reference currency (as defined in the sales documents for the shares of the Company) of the relevant class/category of shares or Sub-Fund and shall be determined as of any Valuation Day by dividing the net assets of the Company attributable to each class/category of shares in that Sub-Fund or to each Sub-Fund (being the value of the portion of assets less the portion of liabilities attributable to such class/category of shares or to such Sub-Fund on any such Valuation Day), as determined in accordance with applicable generally accepted Luxembourg accounting principles and with the valuation rules set forth below, by the total number of shares in the relevant class/category of shares in a Sub-Fund or in the relevant Sub-Fund then outstanding. The net asset value per share may be rounded up or down to the nearest unit of the relevant reference currency as the board of directors shall determine.

If, since the time of determination of the net asset value per share on the relevant Valuation Day, there has been a material change in the quotations in the markets on which a substantial portion of the investments attributable to the relevant class/category of shares in respect of a Sub-Fund or to the relevant Sub-Fund are dealt in or quoted, the Company may, in order to safeguard the interests of the shareholders and the Company, cancel the first valuation and carry out a second valuation. All subscription, redemption and conversion requests shall be treated on the basis of this second valuation.

The valuation of the net asset value of the different classes/categories of shares in respect of any Sub-Fund shall be made in the following manner:

I. The assets of the Company shall include:

1) all cash on hand or instructed to be placed on deposit, including any interest accrued or to be accrued thereon;

2) all bills and demand notes payable and accounts receivable (including proceeds of securities sold but not delivered);

3) all bonds, time notes, certificates of deposit, shares, stocks, debentures, debenture stocks, subscription rights, warrants, options and other securities, financial instruments and similar assets owned or contracted for by the Company (provided that the Company may make adjustments in a manner not inconsistent with paragraph (a) below with regards to fluctuations in the market value of securities caused by trading ex-dividends, ex-rights, or by similar practices);

4) all permitted units or shares of other undertakings for collective investment;

5) all stock dividends, cash dividends and cash distributions receivable by the Company to the extent information thereon is reasonably available to the Company;

6) all interest accrued on any interest-bearing assets owned by the Company except to the extent that the same is included or reflected in the principal amount of such assets;

7) the preliminary expenses of the Company, including the cost of issuing and distributing shares of the Company, insofar as the same have not been written off;

8) all other permitted assets of any kind and nature including expenses paid in advance.

The value of such assets shall be determined as follows:

(a) The value of any cash on hand or on deposit, bills and demand notes payable and accounts receivable, prepaid expenses, cash dividends and interest declared or accrued as aforesaid and not yet received is deemed to be the full amount thereof, unless in any case the same is unlikely to be paid or received in full, in which case the value thereof is arrived at after making such discount as may be considered appropriate in such case to reflect the true value thereof.

(b) The value of any security or other asset which is quoted or dealt in on a stock exchange will be based on its last available price in Luxembourg on the stock exchange which is normally the principal market for such security.

(c) The value of any security or other asset dealt in on any other regulated market that operates regularly, is recognized and is open to the public (a "Regulated Market") will be based on its last available price in Luxembourg.

(d) In the event that any assets are not listed nor dealt in on any stock exchange or on any other Regulated Market, or if, with respect to assets listed or dealt in on any stock exchange or on any other Regulated Market as aforesaid, the price as determined pursuant to sub-paragraph (b) or (c) is not, in the opinion of the board of directors, representative of the fair market value of the relevant assets, the value of such assets will be based on the reasonably foreseeable sales price determined prudently and in good faith.

(e) Units or shares of undertakings for collective investment will be valued at their last determined and available net asset value or, if such price is not, in the opinion of the board of directors, representative of the fair market value of such assets, then the price shall be determined by the board of directors on a fair and equitable basis.

(f) The liquidating value of futures, spot, forward or options contracts not traded on stock exchanges nor on other Regulated Markets shall mean their net liquidating value determined, pursuant to the policies established by the board of directors, on a basis consistently applied for each different variety of contracts. The liquidating value of futures, spot, forward or options contracts traded on stock exchanges or on other Regulated Markets shall be based upon the last available settlement prices of these contracts on stock exchanges and Regulated Markets on which the particular futures, spot, forward or options contracts are traded by the Company; provided that if a futures, spot, forward or options contract could not be liquidated on the day with respect to which net assets are being determined, the basis for determining the liquidating value of such contract shall be such value as the board of directors may deem fair and reasonable. Swaps will be valued at their market value.

(g) The value of money market instruments not traded on any stock exchanges nor on other Regulated Markets and with a remaining maturity of less than 12 months and of more than 90 days is deemed to be the nominal value thereof, increased by any interest accrued thereon. Money market instruments with a remaining maturity of 90 days or less will be valued by the amortized cost method, which approximates market value.

(h) Interest rate swaps will be valued at their market value established by reference to the applicable interest rates' curve.

(i) All other securities and other assets will be valued at fair market value as determined in good faith pursuant to procedures established by the board of directors.

The value of all assets and liabilities not expressed in the reference currency of a class/category of shares or Sub-Fund will be converted into the reference currency of such class/category of shares or Sub-Fund at the rate of exchange ruling in Luxembourg on the relevant Valuation Day. If such quotations are not available, the rate of exchange will be determined in good faith by or under procedures established by the board of directors.

The board of directors, in its discretion but in accordance with the applicable generally accepted Luxembourg accounting principles, may permit some other methods of valuation to be used if it considers that such valuation better reflects the fair value of any asset of the Company.

II. The liabilities of the Company shall include:

1) all loans, bills and accounts payable;

2) all accrued interest on loans of the Company (including accrued fees for commitment for such loans);

3) all accrued or payable expenses (including administrative expenses, management fees (including advisory and performance fees), custodian fees, and central administration fees);

4) all known liabilities, present and future, including all matured contractual obligations for payments of money or property, including the amount of any unpaid dividends declared by the Company;

5) an appropriate provision for future taxes based on capital and income to the Valuation Day, as determined from time to time by the Company, and other reserves (if any) authorized and approved by the board of directors, as well as

such amount (if any) as the board of directors may consider to be an appropriate allowance in respect of any contingent liabilities of the Company;

6) all other liabilities of the Company of whatsoever kind and nature reflected in accordance with applicable generally accepted Luxembourg accounting principles. In determining the amount of such liabilities the Company shall take into account all expenses payable by the Company which shall include but not be limited to formation expenses, fees payable to the relevant supervisory authorities, fees payable to its management company, investment managers and advisers, including performance fees, if any, fees and expenses payable to its custodian and correspondents, domiciliary and corporate agent, administrative agent, registrar and transfer agent, listing agent, any paying agent, any permanent representatives in places of registration, as well as any other agent employed by the Company, the remuneration (if any) of the directors and officers of the Company and their reasonable out-of-pocket expenses, insurance coverage, and reasonable travelling costs in connection with board meetings, fees and expenses for legal and auditing services, any expenses incurred in connection with obtaining legal, tax and accounting advice and the advice of other experts and consultants, any expenses incurred in connection with legal proceedings involving the Company, any fees and expenses involved in registering and maintaining the registration of the Company with any governmental agencies or stock exchanges in the Grand Duchy of Luxembourg and in any other country, reporting and publishing expenses, including the costs of preparing, printing, translating, advertising and distributing prospectuses, explanatory memoranda, periodical reports or registration statements, share certificates, and the costs of any reports to shareholders, all taxes, duties, governmental and similar charges, expenses in relation of the marketing, promotion and development of the Company i.e. "marketing costs", setting up costs, all other operating expenses, including the cost of buying and selling assets, interest, bank and brokerage charges, postage and telephone charges and winding-up costs. The Company may accrue administrative and other expenses of a regular or recurring nature based on an estimated amount rateable for yearly or other periods.

III. The assets shall be allocated as follows:

The board of directors shall establish a Sub-Fund in respect of each class/category of shares and may establish a Sub-Fund in respect of two or more classes/categories of shares in the following manner:

a) If two or more classes/categories of shares relate to one Sub-Fund, the assets attributable to such classes/categories of shares shall be commonly invested pursuant to the specific investment policy of the Sub-Fund concerned. Within a Sub-Fund, classes/categories of shares may be defined from time to time by the board of directors so as to correspond to (i) a specific distribution policy, such as entitling to distributions or not entitling to distributions and/or (ii) a specific sales and redemption charge structure and/or (iii) a specific management, hedging or advisory fee structure, and/or (iv) a specific distribution fee structure, and/or (v) specific types of investors entitled to subscribe the relevant classes/categories of shares, and/or (vi) a specific currency, and/or (vii) such other features as may be determined by the board of directors from time to time in compliance with the applicable law;

b) The proceeds to be received from the issue of shares of a class/category of shares shall be applied in the books of the Company to the relevant class/category of shares in such Sub-Fund, and the relevant amount shall increase the proportion of the net assets of such class/category of shares to be issued, and the assets and liabilities, income and expenditure attributable to such class/category of shares or classes/categories of shares shall be applied to the corresponding class/category of shares or classes/categories of shares subject to the provisions of this Article;

c) Where any asset is derived from another asset, such derivative asset shall be applied in the books of the Company to the same class(es)/category(ies) of shares as the asset from which it was derived and on each revaluation of an asset, the increase or decrease in value shall be applied to the relevant class(es)/category(ies) of shares;

d) Where the Company incurs a liability which relates to any asset of a particular Sub-Fund or to any action taken in connection with an asset of a particular Sub-Fund, such liability shall be allocated to the relevant Sub-Fund;

e) In the case where any asset or liability of the Company cannot be considered as being attributable to a particular class/category of shares, such asset or liability shall be allocated to all the classes/categories of shares pro rata to their respective net asset values or in such other manner as determined by the board of directors acting in good faith. Each Sub-Fund shall only be responsible for the liabilities which are attributable to such Sub-Fund;

f) Upon the payment of distributions to the holders of any class/category of shares, the net asset value of such class/category of shares shall be reduced by the amount of such distributions.

All valuation regulations and determinations shall be interpreted and made in accordance with applicable generally accepted Luxembourg accounting principles.

In the absence of bad faith, gross negligence or manifest error, every decision in calculating the net asset value taken by the board of directors or by any bank, company or other organization which the board of directors may appoint for the purpose of calculating the net asset value, shall be final and binding on the Company and present, past or future shareholders.

IV. For the purpose of this Article:

1) shares of the Company to be redeemed shall be treated as existing and taken into account until immediately after the time specified by the board of directors on the Valuation Day on which such redemption is made and from such time and until paid by the Company the price therefore shall be deemed to be a liability of the Company;

2) shares to be issued by the Company shall be treated as being in issue as from the time specified by the board of directors on the Valuation Day on which such issue is made and from such time and until received by the Company the price therefore shall be deemed to be a debt due to the Company;

3) all investments, cash balances and other assets expressed in currencies other than the reference currency of the relevant class/category of shares or Sub-Fund shall be valued after taking into account the rate of exchange ruling in Luxembourg on the relevant Valuation Day; and

4) where on any Valuation Day the Company has contracted to:

- purchase any asset, the value of the consideration to be paid for such asset shall be shown as a liability of the Company and the value of the asset to be acquired shall be shown as an asset of the Company;

- sell any asset, the value of the consideration to be received for such asset shall be shown as an asset of the Company and the asset to be delivered shall not be included in the assets of the Company;

provided however, that if the exact value or nature of such consideration or such asset is not known on such Valuation Day, then its value shall be estimated by the Company.

Art. 12. Frequency and Temporary Suspension of Calculation of Net Asset Value per Share, of Issue, Redemption and Conversion of Shares. With respect to each class/category of shares in respect of a Sub-Fund, the net asset value per share and the subscription, redemption and conversion price of shares shall be calculated from time to time by the Company or any agent appointed thereto by the Company, at least twice a month at a frequency determined by the board of directors (as defined in the sales documents for the shares of the Company), such date or time of calculation being referred to herein as the "Valuation Day".

The Company may temporarily suspend the determination of the net asset value per share of any particular Sub-Fund and the issue, conversion and redemption of the relevant shares:

a) during any period when any of the principal stock exchanges or other markets on which a substantial portion of the investments of the Company attributable to the relevant Sub-Fund from time to time are quoted or dealt in, is closed otherwise than for ordinary holidays, or during which dealings therein are restricted or suspended; or

b) during the existence of any state of affairs which constitutes an emergency in the opinion of the board of directors as a result of which disposal or valuation of assets owned by the Company attributable to the relevant Sub-Fund would be impracticable; or

c) during any breakdown in the means of communication or computation normally employed in determining the price or value of any of the investments of the relevant Sub-Fund or the current price or value on any stock exchange or other market in respect of the assets attributable to such Sub-Fund; or

d) during any period when the Company is unable to repatriate funds for the purpose of making payments on the redemption of shares of such Sub-Fund or during which any transfer of funds involved in the realisation or acquisition of investments or payments due on redemption of shares cannot, in the opinion of the board of directors, be effected at normal rates of exchange; or

e) when for any other reason beyond the control and responsibility of the board of directors the prices of any investments owned by the Company attributable to such Sub-Fund cannot promptly or accurately be ascertained; or

f) upon the notification or publication of a notice convening a general meeting of shareholders for the purpose of resolving the winding-up of the Company; or

g) during any period when the market of a currency in which a substantial portion of the assets of the Sub-Fund is denominated is closed otherwise than for ordinary holidays, or during which dealings therein are suspended or restricted; or

h) during any period when political, economic, military, monetary or fiscal circumstances which are beyond the control and responsibility of the Company prevent the Company from disposing of the assets, or determining the net asset value of the Sub-Fund in a normal and reasonable manner; or

i) during any period when the calculation of the net asset value per unit or share of a substantial part of undertakings for collective investment in which the Sub-Fund is investing in, is suspended and this suspension has a material impact on the net asset value in the Sub-Fund.

Any such suspension shall be notified by the Company to all the shareholders, if appropriate, and may be notified to shareholders having made an application for subscription, redemption or conversion of shares for which the calculation of the net asset value has been suspended.

Such suspension as to any Sub-Fund shall have no effect on the calculation of the net asset value, the issue, redemption and conversion of shares of any other Sub-Fund not affected by the same circumstances.

Any application for subscription, redemption or conversion of shares is irrevocable except in case of a suspension of the calculation of the net asset value in the relevant Sub-Fund, in which case shareholders may give notice that they wish to withdraw their application. If no such notice is received by the Company, such application will be dealt with on the first Valuation Day following the end of the period of suspension.

Title III - Administration and Supervision

Art. 13. Directors. The Company shall be managed by a board of directors composed of not less than three members, who need not be shareholders of the Company. They shall be elected for a term not exceeding six years. They may be re-elected. The directors shall be elected by the shareholders at a general meeting of shareholders; the latter shall further determine the number of directors, their remuneration and the term of their office.

Directors shall be elected by the majority of the votes of the shares present or represented.

Any director may be removed with or without cause or be replaced at any time by resolution adopted by the general meeting.

In the event of a vacancy in the office of director, the remaining directors may temporarily fill such vacancy; the shareholders shall take a final decision regarding such nomination at their next general meeting.

Art. 14. Board Meetings. The board of directors may choose from among its members a chairman, and may choose from among its members one or more vice-chairmen. It may also choose a secretary, who needs not be a director, who shall write and keep the minutes of the meetings of the board of directors and of the shareholders. The board of directors shall meet upon call by the chairman, if any, or any two directors, at the place indicated in the notice of meeting.

The chairman shall preside at the meetings of the directors and of the shareholders. In his absence, the shareholders or the board members may decide that another director, or in case of a shareholders' meeting, that any other person shall be in the chair of such meetings.

The board of directors may appoint any officers, including a general manager and any assistant general managers as well as any other officers that the Company deems necessary for the operation and management of the Company. Such appointments may be cancelled at any time by the board of directors. The officers need not be directors or shareholders of the Company. Unless otherwise stipulated by these Articles, the officers shall have the rights and duties conferred upon them by the board of directors.

Written notice of any meeting of the board of directors shall be given to all directors at least twenty-four hours prior to the date set for such meeting, except in circumstances of emergency, in which case the nature of such circumstances shall be set forth in the notice of meeting. This notice may be waived by consent in writing, by telegram, telex, telefax or any other similar means of communication. Separate notice shall not be required for meetings held at times and places fixed in a previous resolution adopted by the board of directors.

Any director may act at any meeting by appointing in writing, by telegram, telex or telefax or any other similar means of communication another director as his proxy. A director may represent several of his colleagues.

Any director may participate in a meeting of the board of directors by conference call or similar means of communications equipment whereby all persons participating in the meeting can hear each other, and participating in a meeting by such means shall constitute presence in person at such meeting.

The directors may only act at duly convened meetings of the board of directors. The directors may not bind the Company by their individual signature, except if specifically authorized thereto by a resolution of the board of directors.

The board of directors can deliberate or act validly only if at least a simple majority of the directors is present or represented.

Resolutions of the board of directors will be recorded in minutes signed by the person who will chair the meeting. Copies or extracts of such minutes to be produced in judicial proceedings or elsewhere will be validly signed by the chairman of the meeting or any two directors or by the secretary or any other authorized person.

Resolutions are taken by a simple majority vote of the directors present or represented. In the event that at any meeting the number of votes for or against a resolution are equal, the chairman of the meeting shall have a casting vote.

Resolutions in writing approved and signed by all directors shall have the same effect as resolutions voted at the directors' meetings; each director shall approve such resolution in writing, by telegram, telex, telefax or any other similar means of communication. Such approval shall be confirmed in writing and all documents shall form the record that proves that such decision has been taken.

Art. 15. Powers of the Board of Directors. The board of directors is vested with the broadest powers to perform all acts of disposition and administration within the Company's purpose, in compliance with the investment policy as determined in Article 18 hereof.

All powers not expressly reserved by law or by these Articles to the general meeting of shareholders are in the competence of the board of directors.

Art. 16. Corporate Signature. Vis-à-vis third parties, the Company is validly bound by the joint signatures of any two directors or by the joint or single signature of any person(s) to whom authority has been delegated by the board of directors.

Art. 17. Delegation of Power. The board of directors will delegate its duties of investment management, administration and marketing of the Company to a management company governed by the provisions of chapter 15 of the Law of 2010 (hereinafter the "Management Company").

The Management Company may delegate to third parties for the purpose of a more efficient conduct of its business the power to carry out on its behalf and under its responsibility one or more of its functions as hereabove mentioned.

The board of directors may also confer special powers of attorney by notarial deed or private proxy.

Art. 18. Investment Policies and Restrictions. The board of directors, based upon the principle of risk spreading, has the power to determine the investment policies and strategies to be applied in respect of each Sub-Fund and the course of conduct of the management and business affairs of the Company, within the restrictions as shall be set forth by the board of directors in compliance with applicable laws and regulations and disclosed in the sales documents for the shares of the Company.

The investments of each Sub-Fund shall consist solely of:

(a) transferable securities and money market instruments listed or dealt in on a regulated market.

(b) transferable securities and money market instruments dealt in on another market in a Member State of the European Union.

(c) transferable securities and money market instruments admitted to official listing on a stock exchange or dealt in on another regulated market in any State of Europe which is not a Member State of the European Union, and any State of America, Africa, Asia, Australia and Oceania.

(d) recently issued transferable securities and money market instruments, provided that (i) the terms and conditions of the issue include an undertaking that application will be made for admission to official listing on a stock exchange or on another regulated market, and that (ii) such admission is secured within one year of the issue at the latest.

(e) money market instruments other than those dealt in on a regulated market.

(f) units of eligible undertakings for collective investment provided that no more than 10% of the assets of such undertakings for collective investment whose acquisition is contemplated, can, according to their constitutional documents, in aggregate be invested in units of other undertakings for collective investment.

(g) deposits with credit institutions which are repayable on demand or have the right to be withdrawn, and maturing in no more than 12 months, provided that the credit institution has its registered office in a Member State of the European Union or, if the registered office of the credit institution is situated in a non-Member State of the European Union, provided that it is subject to prudential rules considered by the Luxembourg supervisory authority as equivalent to those laid down by community law.

(h) financial derivative instruments, including equivalent cash-settled instruments, dealt in on a regulated market, and/or financial derivative instruments dealt in over-thecounter, meeting the conditions set forth by Article 41 of the Law of 2010.

A Sub-Fund may invest in accordance with the principle of risks spreading up to 100% of its net assets in transferable securities and money market instruments issued or guaranteed by a Member State of the European Union, its local authorities, a State which is a member of the OECD or by public international bodies of which one or more Member States of the European Union are members, provided that the Sub-Fund holds securities or money market instruments from at least six different issues and securities or money market instruments from one issue do not account for more than 30% of its total net assets.

A Sub-Fund may subscribe, acquire and/or hold shares issued or to be issued by one or more Sub-Funds of the Company under the conditions however that:

- The target Sub-Fund does not, in turn, invest in the Sub-Fund invested in this target Sub-Fund; and

- No more than 10% of the net assets of the target Sub-Funds may be invested in units of other undertakings for collective investment; and

- Voting rights attached to the relevant shares are suspended for as long as they are held by the relevant Sub-Fund; and

- In any event, for as long as these shares are held by the Company, their value will not be taken into consideration for the calculation of the net assets of the Company for the purpose of verifying the minimum capital imposed by the law of 2010; and

- There is no duplication of management/subscription or redemption fees between those at the level of the Sub-Fund having invested in the target Sub-Fund, and this target Sub-Fund.

The Company is authorised (i) to employ techniques and instruments relating to transferable securities provided that such techniques and instruments are used for the purpose of efficient portfolio management and (ii) to employ techniques and instruments intended to provide protection against exchange risks in the context of the management of its assets and liabilities.

Art. 19. Conflict of Interest. No contract or other transaction between the Company and any other company or firm shall be affected or invalidated by the fact that any one or more of the directors or officers of the Company is interested in, or is a director, associate, officer or employee of, such other company or firm. Any director or officer of the Company who serves as a director, associate, officer or employee of any company or firm with which the Company shall contract or otherwise engage in business shall not, by reason of such affiliation with such other company or firm, be prevented from considering and voting or acting upon any matters with respect to such contract or other business.

In the event that any director or officer of the Company may have in any transaction of the Company an interest opposite to the interests of the Company, such director or officer shall make known to the board of directors such opposite interest and shall not consider or vote on any such transaction, and such transaction and such director's or officer's interest therein shall be reported to the next succeeding general meeting of shareholders.

The term "opposite interest", as used in the preceding sentence, shall not include any relationship with or without interest in any matter, position or transaction involving the sponsor, the management company, the investment manager, the custodian, the administrative agent, the registrar and transfer agent or such other person, any direct or indirect subsidiary thereof or such other company or entity as may from time to time be determined by the board of directors in its discretion.

Art. 20. Indemnification of Directors. The Company may indemnify any director or officer and his heirs, executors and administrators, against expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Company or, at its request, of any other company of which the Company is a shareholder or a creditor and from which he is not entitled to be indemnified, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or misconduct; in the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Company is advised by counsel that the person to be indemnified did not commit such a breach of duty. The foregoing right of indemnification shall not exclude other rights to which he may be entitled.

Art. 21. Independent Auditor. The accounting data related in the annual report of the Company shall be examined by an independent auditor (réviseur d'entreprises agréé) appointed by the general meeting of shareholders and remunerated by the Company.

The independent auditor shall satisfy the requirements of the Law of 2010 as to honourableness and professional experience and shall fulfil all duties prescribed by the Law of 2010.

Title IV - General meetings - Accounting year - Distributions

Art. 22. General Meetings of Shareholders of the Company. The general meeting of shareholders of the Company shall represent the entire body of shareholders of the Company. Its resolutions shall be binding upon all the shareholders regardless of the class/category of shares held by them. It shall have the broadest powers to order, carry out or ratify acts relating to the operations of the Company. The quorum and delays required by law shall govern the notice for and conduct of shareholders meetings, unless otherwise provided herein.

The general meeting of shareholders shall meet upon call by the board of directors.

It may also be called upon the request of shareholders representing at least one tenth of the share capital.

The annual general meeting shall be held in accordance with Luxembourg law in Luxembourg City at a place specified in the notice of meeting, on the third Wednesday in the month of April at 3.00 p.m..

If such day is a legal or a bank holiday in Luxembourg, the annual general meeting shall be held on the next following bank business day in Luxembourg.

Other meetings of shareholders may be held at such places and times as may be specified in the respective notices of meeting.

Shareholders shall meet upon call by the board of directors pursuant to a notice setting forth the agenda sent at least eight days prior to the meeting to each registered shareholder at the shareholder's address into the register of shareholders. The giving of such notice to registered shareholders needs not be justified to the meeting. The agenda shall be prepared by the board of directors except in the instance where the meeting is called on the written demand of the shareholders in which instance the board of directors may prepare a supplementary agenda.

If bearer and/or dematerialised shares are issued, the notice of meeting shall in addition be published as provided by law in the Mémorial C, Recueil des Sociétés et Associations, in one or more Luxembourg newspapers, and in such other newspapers as the board of directors may decide.

If all shares are in registered form and if no publications are made, notices to shareholders may be mailed by registered mail only.

If all shareholders are present or represented and consider themselves as being duly convened and informed of the agenda, the general meeting may take place without notice of meeting.

The holders of bearer and dematerialised shares are obliged, in order to be admitted to the general meetings, to provide a certificate issued by the institution with which their securities account is maintained or their share certificate (s) are deposited at least five business days prior to the date of the meeting.

The board of directors may determine all other conditions that must be fulfilled by shareholders in order to attend any meeting of shareholders.

In accordance with the conditions laid down in the Luxembourg laws and regulations, the convening notice to any general meeting of shareholders of the Company may provide that the quorum and the majority requirements applicable to the general meeting shall be determined according to the shares issued and outstanding at a certain date and a certain

time prior to the date set for the general meeting (hereinafter the "Record Date"). The right of a shareholder to attend a meeting and to exercise the voting rights attaching to its shares is determined in accordance with the shares held by this shareholder at the Record Date.

The business transacted at any meeting of the shareholders shall be limited to the matters contained in the agenda (which shall include all matters required by law) and business incidental to such matters.

Each share of whatever class/category of shares is entitled to one vote in compliance with Luxembourg law and these Articles. Shareholders may act either in person or by giving a proxy in writing, by telegram, telex or telefax to another person who needs not be a shareholder and may be a director of the Company.

Unless otherwise provided for by law or herein, resolutions of the general meeting of shareholders of the Company are passed by a simple majority vote of the shareholders present or represented and voting.

Art. 23. General Meetings of Shareholders of a Class/Category or of Classes/Categories of Shares. The shareholders of the class/category or of the classes/categories of shares issued in respect of any Sub-Fund may hold, at any time, general meetings to decide on any matters which relate exclusively to such Sub-Fund.

In addition, the shareholders of any class/category of shares may hold, at any time, general meetings to decide on any matters which relate exclusively to such class/category of shares.

The provisions of Article 22, paragraphs 2, 3, 7, 8, 9, 10 and 11 shall apply to such general meetings.

Each share is entitled to one vote in compliance with Luxembourg law and these Articles. Shareholders may act either in person or by giving a proxy in writing, by telegram, telex or telefax to another person who needs not be a shareholder and may be a director of the Company.

Unless otherwise provided for by law or herein, resolutions of the general meeting of shareholders of a Sub-Fund or of a class/category of shares are passed by a simple majority vote of the shareholders present or represented and voting.

Any resolution of the general meeting of shareholders of the Company, affecting the rights of the holders of shares of any class/category of shares vis-à-vis the rights of the holders of shares of any other class/category or classes/categories of shares, shall be subject to a resolution of the general meeting of shareholders of such class/category or classes/categories of shares in compliance with Article 68 of the law of 10 August 1915 on commercial companies, as amended (hereinafter the "Law of 1915").

Art. 24. Liquidation, Merger and Split of Sub-Funds, Classes or Categories of Shares. In the event that for any reason the value of the net assets in any class/category of shares in a Sub-Fund or in any Sub-Fund has decreased to, or has not reached, an amount determined by the board of directors to be the minimum level for such class/category of shares or for such Sub-Fund to be operated in an economically efficient manner, or if a change in the economic or political situation relating to the class/category of shares or the Sub-Fund concerned would have material adverse consequences on the investments of that class/category of shares or that Sub-Fund or in order to proceed to an economic rationalization, the board of directors may decide to liquidate such Sub-Fund or such class/category of shares in a Sub-Fund by carrying out a compulsory redemption of all the shares of the relevant class/category or classes/categories of shares issued in such Sub-Fund or of the relevant Sub-Fund at the net asset value per share (taking into account actual realization prices of investments, realization expenses and the costs of liquidation) applicable on the Valuation Day at which such decision shall take effect. The Company shall publish and notify the holders of the relevant class/category or classes/categories of shares or of the relevant Sub-Fund prior to the effective date for the compulsory redemption. The notice shall indicate the reasons for, and the procedure of the redemption operations. Owners of registered shares shall be notified in writing and the Company shall inform holders of bearer and dematerialised shares by publication of a notice in newspapers to be determined by the board of directors. Unless the board of directors decides otherwise in the interest of, or to ensure an equitable treatment between the shareholders, the shareholders of the Sub-Fund or of the class/category concerned may continue to request redemption or conversion of their shares, free of charge (but taking into account an estimation of the costs of liquidation), prior to the effective date for the compulsory redemption.

The Company shall reimburse each shareholder proportionally to the number of shares that he or she owns in the Sub-Fund or in the class/category of shares of that Sub-Fund.

Liquidation proceeds which may not be distributed to their beneficiaries upon the implementation of the compulsory redemption will be deposited with the Custodian for a period of nine months as from the date of the compulsory redemption; after such period, the assets shall be deposited with the Caisse de Consignation in Luxembourg on behalf of the persons entitled thereto.

All redeemed shares shall be cancelled.

Under the same circumstances as provided in the first paragraph of this Article, the board of directors may decide to close a Sub-Fund or a class/category of shares by merging it with another Sub-Fund or class/category of shares of a Sub-Fund within the Company (the "new Sub-Fund" or the "new class/category"). Such decision shall be published and notified in the same manner as described in the first paragraph of this Article. The notice shall besides indicate the information relating to that new Sub-Fund or new class/category. The relevant notice shall be published and notified at least one month before the date on which the merger becomes effective in order to enable the shareholders to request the redemption or conversion of their shares, free of charge, during such period. At the end of that period, the remaining shareholders shall be bound by the decision.

Under the same circumstances as provided in the first paragraph of this Article, the board of directors may decide to close a Sub-Fund or a class/category of shares by merging it with another Luxembourg undertaking for collective investment organized under the provisions of Part I of the Law of 2010 or with another sub-fund or class/category of shares of such other Luxembourg undertaking for collective investment (the "new Sub-Fund" or the "new class/category"). Such decision shall be published and notified in the same manner as that described in the first paragraph of this Article. In addition, the notice shall contain information in relation to that new Sub-Fund or new class/category. The relevant notice shall be published and notified at least one month before the date on which the merger becomes effective in order to enable the shareholders to request the redemption or conversion of their shares, free of charge, during such period. At the end of that period, the remaining shareholders shall be bound by the decision.

In the case of a merger with another Luxembourg undertaking for collective investment established in the form of a contractual type ("fonds commun de placement") or with a foreign based undertaking for collective investment, the decision shall be binding only on those shareholders who have voted in favour of such merger; the other shareholders will be considered to have asked for the redemption of their shares.

Under the same circumstances as provided in the first paragraph of this Article, the board of directors may reorganise a Sub-Fund or a class/category of shares by splitting it into two or more new Sub-Funds or classes/categories of shares. Such decision shall be published and notified in the same manner as that described in the first paragraph of this Article. In addition, the notice shall contain information relating to that split. The relevant notice shall be published and notified at least one month before the date on which the split becomes effective in order to enable the shareholders to request the redemption or conversion of their shares, free of charge, during such period. At the end of that period, the remaining shareholders shall be bound by the decision.

Art. 25. Accounting Year. The accounting year of the Company shall commence on the first of January and shall terminate on the thirty first of December of each year.

Art. 26. Distributions. The general meeting of shareholders of the Company shall, upon proposal from the board of directors and within the limits provided by law, determine how the results of the Company shall be disposed of, and may from time to time declare, or authorize the board of directors to declare distributions.

For any class/category of shares entitled to distributions, the board of directors may decide to pay interim dividends in compliance with the conditions set forth by law.

Distributions may be paid in such currency and at such time and place that the Distributions may be paid in such currency and at such time and place that the board of directors shall determine from time to time.

The board of directors may decide to distribute stock dividends in lieu of cash dividends upon such terms and conditions as may be set forth by the board of directors.

Any distribution that has not been claimed within five years of its declaration shall be forfeited and revert to the Sub-Fund relating to the relevant class/category or classes/categories of shares.

No interest shall be paid on a dividend declared by the Company and kept by it at the disposal of its beneficiaries.

Title V - Final provisions

Art. 27. Custodian. To the extent required by law, the Company shall enter into a custody agreement with a banking or saving institution as defined by the law of 5 April 1993 on the financial sector, as amended (hereinafter the "custodian").

The custodian shall fulfil the duties and responsibilities as provided for by the Law of 2010.

If the custodian desires to retire, the board of directors shall use its best endeavours to find a successor custodian within two months of the effectiveness of such retirement. The board of directors may terminate the appointment of the custodian, but shall not remove the custodian unless and until a successor custodian shall have been appointed to act in the place thereof.

Art. 28. Dissolution of the Company. The Company may at any time be dissolved by a resolution of the general meeting of shareholders subject to the quorum and majority requirements referred to in Article 30 hereof.

Whenever the share capital falls below two-thirds of the minimum capital indicated in Article 5 hereof, the question of the dissolution of the Company shall be referred to a general meeting of shareholders by the board of directors. The general meeting, for which no quorum shall be required, shall decide by the simple majority of the votes of the shares present or represented at the meeting.

The question of the dissolution of the Company shall also be referred to a general meeting of shareholders whenever the share capital falls below one-fourth of the minimum capital indicated in Article 5 hereof; in such event, the general meeting shall be held without any quorum requirement and the dissolution may be decided by shareholders holding one-fourth of the votes of the shares present or represented at the meeting.

The meeting must be convened so that it is held within a period of forty days as from ascertainment that the net assets of the Company have fallen below two-thirds or one-fourth of the legal minimum, as the case may be.

Art. 29. Liquidation. Liquidation shall be carried out by one or several liquidators who may be physical persons or legal entities appointed by the general meeting of shareholders which shall determine their powers and their compensation.

The net proceeds of liquidation corresponding to each class/category of shares in a Sub-Fund shall be distributed by the liquidator(s) to the holders of shares of the relevant class/category of shares in proportion of their holding of shares in such class/category of shares. Any funds to which shareholders are entitled upon the liquidation of the Company and which are not claimed by those entitled thereto prior to the close of the liquidation process shall be deposited with the Caisse de Consignation in Luxembourg in accordance with the Luxembourg law.

Art. 30. Amendments to the Articles of Incorporation. These Articles may be amended by a general meeting of shareholders subject to the quorum and majority requirements provided by the Law of 1915.

Art. 31. Statement. Words importing a masculine gender also include the feminine gender and words importing persons or shareholders also include corporations, partnerships, associations and any other organized group of persons whether incorporated or not.

Art. 32. Applicable Law. All matters not governed by these Articles shall be determined in accordance with the Law of 1915 and the Law of 2010, as such laws have been or may be amended from time to time.

Transitory Dispositions

1) The first accounting year will begin on the date of the incorporation of the Company and will end on 31 December 2012.

2) The fist annual general meeting of shareholders will be held in 2013.

Subscription and Payment

The Articles of Incorporation of the Company having thus been drawn up by the appearing party, the said appearing party, here represented as stated here above, declares to subscribe to the shares as follows:

Shareholder	Capital subscribed	Number of shares
Andbank Luxembourg S.A.	EUR 31.000,-	310
Total:	EUR 31.000,-	310

Evidence of the above payment, i.e. thirty-one thousand euros (EUR 31,000.-) was given to the undersigned notary.

Declaration

The undersigned notary herewith declares having verified the existence of the conditions enumerated in Article 26 of the Law of 1915 and expressly states that they have been fulfilled.

Expenses

The expenses which shall be borne by the Company as a result of its organisation are estimated at approximately two thousand five hundred euros (EUR 2,500.-).

Extraordinary General Meeting of Shareholders

The above named person representing the entire subscribed capital and considering itself as validly convened, has immediately proceeded to hold an extraordinary general meeting of shareholders which resolved as follows:

I. The following are elected as directors, their term of office expiring at the annual general meeting of shareholders which will deliberate on the annual accounts as at 31 December 2012:

Mr Alain LEONARD, Managing Director, Andbank Luxembourg., born on 18 March 1968 in Ixelles (B), residing professionally in 7A, rue Robert Stümper, L-2557 Luxembourg.

Mr Donald VILLENEUVE, Managing Director, Andbank Asset Management Luxembourg , born on 23 April 1963 in Québec, residing professionally in 7A, rue Robert Stümper, L-2557 Luxembourg.

Mr Morten Henrik KIELLAND, Executive Chairman, Scandinavian Investment Holdings, born on 2 June 1952 in Oslo, Norway, residing in Chalet Clé, Neue Matteweg, 5 CH-3780, Gstaad.

II. The following is elected as independent auditor (réviseur d'entreprises agréé), its term of office expiring at the annual general meeting of shareholders which will deliberate on the annual accounts as at 31 December 2012:

Mazars Luxembourg, a public limited liability company ("société anonyme"), having its registered office at L-2530 Luxembourg, 10A, rue Henri M. Schnadt and being registered with the Luxembourg Trade and Companies Register under number B 159.962.

III. The address of the registered office of the Company is set at 7A, rue Robert Stümper, L-2557 Luxembourg.

The undersigned notary who understands and speaks English, states herewith that on request of the above appearing person, the present deed is worded in English with no need of further translation in accordance with Article 26(2) of the 2010 Law.

Whereof this notarial deed was drawn up in Luxembourg on the date at the beginning of this deed.

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

Signé: P.-V. LUC, G. LECUIT.

Enregistré à Luxembourg Actes Civils, le 13 août 2012. Relation: LAC/2012/38618. Reçu soixante-quinze euros (EUR 75,-).

Le Receveur (signé): I. THILL.

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

Luxembourg, le 4 septembre 2012.

Référence de publication: 2012107650/791.

(120146104) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 août 2012.

DMS Platform SICAV-SIF, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

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

R.C.S. Luxembourg B 170.999.

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STATUTES

In the year two thousand and twelve,

On the fourteenth day of the month of August.

Before Maître Carlo Wersandt, notary residing in Luxembourg, Grand Duchy of Luxembourg, acting in replacement of Maître Henri Hellinckx, notary residing in Luxembourg, Grand Duchy of Luxembourg, who will be the depository of the present deed.

There appeared:

1) DMS Platform, a private limited liability company (société à responsabilité limitée) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 5, rue Jean Monnet, L-2180 Luxembourg, Grand Duchy of Luxembourg, currently in the process of registration with the Registre de Commerce et des Sociétés, Luxembourg, incorporated by a notarial deed of the undersigned notary, acting in replacement of Maître Henri Hellinck prenamed on 14 August 2012, not yet published in the Mémorial C, Recueil des Sociétés et Associations,

here represented by Me Philippe Coulon, maître en droit residing in Luxembourg, pursuant to a proxy given on 9 August 2012 and

2) DMS OFFSHORE INVESTMENT SERVICES (EUROPE) SARL, a private limited liability company (société à responsabilité limitée) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 5, rue Jean Monnet, L-2180 Luxembourg, Grand Duchy of Luxembourg registered with the Registre de Commerce et des Sociétés, Luxembourg, under number B 167.905, incorporated by a notarial deed of Maître Henri Hellinckx notary residing in Luxembourg on 14 March 2012, published in the Mémorial C, Recueil des Sociétés et Associations number 1194 of 11 May 2012,

here represented by Me Philippe Coulon, maître en droit, residing in Luxembourg, by virtue of a proxy given on 9 August 2012 and

The proxies signed "ne varietur" by all the appearing parties and the undersigned notary, shall remain annexed to this document to be registered together therewith.

Such appearing parties, in the capacity in which they act, have requested the undersigned notary to state as follows the articles of incorporation of a company which they form between themselves.

Title I. Denomination, Registered office, Duration, Object

Art. 1. There is hereby established among the subscribers and all those who may become owners of shares of the Company hereafter issued, a company in the form of a société en commandite par actions (partnership limited by shares) qualifying as a société d'investissement á capital variable - fonds d'investissement spécialisé (investment company with variable capital specialised investment fund) under the name of "DMS Platform SICAV-SIF" (the "Company").

Art. 2. The registered office of the Company is established in the City of Luxembourg, Grand Duchy of Luxembourg.

Branches, subsidiaries or other offices may be established either in the Grand Duchy of Luxembourg or abroad by a decision of the General Partner (as defined in article 17 hereof). If permitted by and under the conditions set forth in Luxembourg laws and regulations, the General Partner may transfer the registered office of the Company to any other municipality in the Grand Duchy of Luxembourg.

In the event that the General Partner determines that extraordinary political, economical, social or military events have occurred or are imminent which would interfere with the normal activities of the Company at its registered office or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these abnormal circumstances; such provisional measures shall have

no effect on the nationality of the Company, which, notwithstanding such temporary transfer, shall remain a Luxembourg company.

Art. 3. The Company is established for an unlimited period. The Company may be dissolved by a resolution of the shareholders adopted in the manner required for amendment of these articles of incorporation (the "Articles"), but only with the consent of the General Partner.

The Company shall not be dissolved in case the General Partner resigns, is liquidated, is declared bankrupt or is unable to continue its business. In such circumstances article 19 shall apply.

Art. 4. The exclusive object of the Company is to place the funds available to it in transferable securities of any kind and other permitted assets with the purpose of spreading investment risks and affording its shareholders the results of the management of its portfolio.

The Company is subject to the provisions of the law of 13 February 2007 relating to specialised investment funds, as amended (the "Law") and may take any measures and carry out any operation which it may deem useful in the accomplishment and development of its purpose to the full extent permitted by the Law.

Title II. Share capital - Shares

Art. 5. The capital of the Company shall be represented by shares of no par value and shall at any time be equal to the net assets of the Company as defined in article 12 hereof.

The capital of the Company shall be represented by two categories of shares (each, a "Category") namely management shares held by the General Partner as unlimited shareholder (actionnaire commandité) ("Management Shares") and ordinary shares held by the limited shareholders (actionnaires commanditaires) ("Ordinary Shares") of the Company.

Each Ordinary Share and Management Share shall be referred herein to as a "share" and collectively as the "shares", whenever the reference to a specific Category of shares is not justified.

The initial capital is forty thousand United States Dollars (USD 40,000) divided into one (1) Management Share(s) and thirty-nine (39) Ordinary Shares fully paid-up and of no par value.

The minimum capital of the Company shall be the minimum capital required by Luxembourg law and must be reached within twelve months after the date on which the Company has been authorised as a specialised investment fund under the Law.

The General Partner may, at any time, as it deems appropriate, decide to create one or more compartments or sub-funds within the meaning of article 71 of the Law, (each such compartment or sub-fund, a "Sub-Fund").

The Company constitutes a single legal entity, but the assets of each Sub-Fund shall be invested for the exclusive benefit of the shareholders of the corresponding Sub-Fund and the assets of a specific Sub-Fund are solely accountable for the liabilities, commitments and obligations of that Sub-Fund.

The General Partner may create each Sub-Fund for an unlimited or a limited period of time.

The shares to be issued in a Sub-Fund may, as the General Partner shall determine, be of one or more different classes (each such class, a "Class"), the features, terms and conditions of which shall be established by the General Partner.

For the purposes of these Articles, any reference hereinafter to a "Class" of shares shall also mean a reference to a "Category" of shares, unless the context otherwise requires.

The General Partner may decide to consolidate or split the shares of any Class.

Besides, the general meeting of holders of shares of a Sub-Fund or Class, deciding with simple majority, may consolidate or split the shares of such Sub-Fund or Class.

The proceeds from the issuance of shares of any Class within a Sub-Fund shall be invested pursuant to article 4 hereof in securities of any kind or other permitted assets corresponding to such geographical areas, industrial sectors or monetary zones, or to such specific types of equity or debt securities or assets or with such other specific features, as the General Partner shall from time to time determine in respect of the relevant Sub-Fund.

For the purpose of determining the capital of the Company, the net assets attributable to each Class of shares shall, if not expressed in USD, be converted into USD and the capital shall be the total of the net assets of all the Classes.

Art. 6. The General Partner is authorised without limitation to issue further partly or fully paid shares at any time, in accordance with the procedures and subject to the terms and conditions determined by the General Partner and disclosed in the sales documents, without reserving to existing shareholders preferential or pre-emptive rights to subscription of the shares to be issued.

Investors shall have either to commit to subscribe to shares or may directly subscribe to shares, as determined by the General Partner and disclosed in the sales documents. In case the General Partner decides that investors have to commit to subscribe shares, investors will be required to execute a subscription agreement and indicate therein their total committed capital (the "Commitment" or "Commitments"), subject to any minimum Commitment as may be decided by the General Partner. The procedures relating to subscription Commitments and drawdown of the Commitments will be disclosed in the sales documents and the subscription agreement.

Unless otherwise decided by the General Partner and disclosed in the sales documents, the issue price shall be equal to the Net Asset Value for the relevant Class of shares as determined in accordance with the provisions of article 12 hereof plus a sales charge, if any, as the sales documents may provide.

If at any time an investor or shareholder fails to honour its Commitment through the full payment of the subscription price within the timeframe decided by the General Partner (a "Defaulting Investor" and/or (as the case may be), "Defaulting Shareholder") and referred to in the sales documents, the General Partner has the right, at its discretion, to apply default provisions to such Defaulting Investor/Shareholder, as the General Partner shall determine in its reasonable discretion in accordance with Luxembourg law and as detailed in the sales documents.

Ordinary Shares may only be subscribed by well-informed investors (investisseurs avertis) within the meaning of the Law ("Eligible Investors").

The General Partner may delegate to any of its managers or to any duly authorised person, the duty of accepting subscriptions for delivering and receiving payment for such new Ordinary Shares.

The General Partner is further authorised and instructed to determine the conditions of any such issue and to make any such issue subject to payment at the time of issue of the shares.

The issue of shares shall be suspended if the determination of the Net Asset Value is suspended pursuant to article 14 hereof.

The General Partner may decide to issue Ordinary Shares against contribution in kind in accordance with Luxembourg law. In particular, in such case, the assets contributed must be valued in a report issued by the approved statutory auditor of the Company, to the extent required by Luxembourg law. Any costs incurred in connection with a contribution in kind shall be borne by the relevant shareholder, unless the General Partner considers that the contribution in kind is in the interest of the Company or made to protect the interests of the Company.

The General Partner may, at its discretion, delay the acceptance of any subscription application for shares until such time as the Company has received sufficient evidence that the applicant qualifies as an Eligible Investor.

In addition to any liability under applicable law, each shareholder who does not qualify as an Eligible Investor, and who holds shares in the Company, shall hold harmless and indemnify the Company, the General Partner, the other shareholders and the Company's agents for any damages, losses and expenses resulting from or connected to such holding in circumstances where the relevant shareholder had furnished misleading or untrue documentation or had made misleading or untrue representations to wrongfully establish his/her/its status as an Eligible Investor or has failed to notify the Company of his/her/its loss of such status.

Art. 7. The Company will in principle issue shares in registered form only. Yet, the Company reserves the right to issue bearer shares to the extent that it is in a position to check at all times the status of Eligible Investor of the holders of bearer shares.

All issued registered shares of the Company shall be inscribed in the register of shareholders (the "Register"), which shall be kept by the Company or by one or more persons designated therefore by the Company. The Register shall contain the name of each holder of registered shares, his/her/its residence or elected domicile so far as notified to the Company and the number and Class(es) of shares held by him/her/it.

Every registered shareholder must provide the Company with an address to which all notices and announcements from the Company may be sent. Such address will be entered in the Register. In the event of joint holders of shares, only one address will be inserted and any notices will be sent to that address only.

In the event that a shareholder does not provide such address, or such notices and announcements are returned as undeliverable to such address, the Company may permit a notice to this effect to be entered in the Register and the shareholder's address will be deemed to be at the registered office of the Company, or such other address as may be so entered by the Company from time to time, until another address shall be provided to the Company by such shareholder. The shareholder may, at any time, change his/her/its address as entered in the Register by means of a written notification to the Company at its registered office, or at such other address as may be set by the Company from time to time.

The Company shall consider the person in whose name the shares are registered in the Register as full owner of the shares. The Company shall be entitled to consider any right, interest or claim of any other person in or upon such shares to be non-existing, provided that the foregoing shall deprive no person of any right which he/she/it might properly have to request a change in the registration of his/her/its shares.

The Company will recognise only one holder in respect of a share in the Company. In the event of joint ownership the Company may suspend the exercise of any right deriving from the relevant share or shares until one person shall have been designated to represent the joint owners vis-à-vis the Company.

In the case of joint shareholders, the Company reserves the right to pay any redemption proceeds, distributions or other payments to the first registered holder only, whom the Company may consider to be the representative of all joint holders, or to all joint shareholders together, at its absolute discretion.

Fractions of shares up to four decimal places will be issued if so decided by the General Partner and disclosed in the sales documents. Such fractional shares shall not be entitled to vote but shall be entitled to participate in the net assets and any distributions attributable to the relevant Class of shares on a pro rata basis.

The Company will refuse to give effect to any transfer of shares and refuse any transfer of shares to be entered in the Register in circumstances where such transfer would result in shares being held by any person not qualifying as an Eligible Investor.

Art. 9. Restriction on ownership. The General Partner shall have power to impose such restrictions as it may think necessary for the purpose of ensuring that no shares in the Company are acquired or held by (a) any person not qualifying as an Eligible Investor, (b) any person in breach of the law or requirement of any country or governmental authority or (c) any person in circumstances which in the opinion of the General Partner might result in the Company incurring any liability or taxation or suffering any pecuniary disadvantage which the Company might not otherwise have incurred or suffered. More specifically, the Company may restrict or prevent the ownership of shares in the Company by any person, firm or corporate body, and without limitation, by any "U.S. Person", as defined hereafter.

For such purposes the Company may:

a) decline to issue any share or to register any transfer of any share where it appears to it that such registry would or might result in such share being directly or beneficially owned by a person, who is precluded from holding shares in the Company;

b) at any time require any person whose name is entered in the Register to furnish it with any information, supported by affidavit, which it may consider necessary for the purpose of determining whether or not beneficial ownership of such shareholder's share rests or will rest in a person who is precluded from holding shares in the Company;

c) decline to accept the vote of any person who is precluded from holding shares in the Company at any meeting of shareholders of the Company; and

d) where it appears to the Company that any person, who is precluded from holding shares or a certain proportion of the shares in the Company or whom the Company reasonably believes to be precluded from holding shares in the Company, either alone or in conjunction with any other person is beneficial owner of shares, (i) direct such shareholder to (a) transfer his/her/its shares to a person qualified to own such shares, or (b) request the Company to redeem his/her/its shares, or (ii) compulsorily redeem from any such shareholder all shares he/she/it holds in the following manner:

1) The Company shall serve a notice (hereinafter called the "Redemption Notice") upon the shareholder holding such shares or appearing in the Register as the owner of the shares to be redeemed, specifying the shares to be redeemed as aforesaid, the price to be paid for such shares, and the place at which the redemption price in respect of such share is payable. Any such notice may be served upon such shareholder by posting the same in a prepaid registered envelope addressed to such shareholder at his/her/its last address known to or appearing in the books of the Company. Immediately after the close of business on the date specified in the Redemption Notice, such shareholder shall cease to be a shareholder and the shares previously held or owned by him/her/it shall be cancelled;

2) The price at which the shares specified in any Redemption Notice shall be redeemed (herein called the "Redemption Price") shall be an amount equal to the Net Asset Value per share in the Company of the relevant Class, determined in accordance with article 12 hereof less any service charge (if any); where it appears that, due to the situation of the shareholder, payment of the Redemption Price by the Company, any of its agents and/or any other intermediary may result in either the Company, any of its agents and/or any other intermediary to be liable to a foreign authority for the payment of taxes or other administrative charges, the Company may further withhold or retain, or allow any of its agents and/or other intermediary to withhold or retain, from the Redemption Price an amount sufficient to cover such potential liability until such time that the shareholder provide the Company, any of its agents and/or any other intermediary with sufficient comfort that their liability shall not be engaged, it being understood (i) that in some cases the amount so withheld or retained may have to be paid to the relevant foreign authority, in which case such amount may no longer be claimed by the shareholder, and (ii) that potential liability to be covered may extend to any damage that the Company, any of its agents and/or any other intermediary may suffer as a result of their obligation to abide by confidentiality rules;

3) Payment of the Redemption Price will be made to the shareholder appearing as the owner thereof in the currency of denomination for the relevant Class of shares and will be deposited by the Company with a bank in Luxembourg or elsewhere (as specified in the redemption notice) for payment to such person but only. Upon deposit of such price as aforesaid no person interested in the shares specified in such Redemption Notice shall have any further interest in such shares or any of them, or any claim against in the Company or its assets in respect thereof, except the right of the shareholder appearing as the thereof owner to receive the price so deposited (without interest) from such bank as aforesaid.

4) The exercise by the Company of the powers conferred by this article shall not be questioned or invalidated in any case, on the ground that there was insufficient evidence of ownership of shares by any person or that the true ownership of any shares was otherwise than appeared to the Company at the date of any Redemption Notice, provided that in such case the said powers were exercised by the Company in good faith.

Whenever used in these Articles, the term "U.S. person" shall have the same meaning as in Regulation S, as amended from time to time, of the United States Securities Act of 1933, as amended (the "1933 Act") or as in any other regulation or act which shall come into force within the United States of America and which shall in the future replace Regulation S of the 1933 Act or which may further defines the term "U.S. person".

The General Partner may, from time to time, amend or clarify the aforesaid meaning.

Art. 10. Redemption and Conversion of Shares

As is more specifically prescribed herein below, the Company has the power to redeem its own shares at any time within the sole limitations set forth by law.

Any shareholder may at any time request the redemption of all or part of his/her/its shares by the Company under the terms, conditions and limits set forth by the General Partner in the sales documents. Any redemption request must be filed by such shareholder in written form, subject to the conditions set out in the sales documents of the Company, at the registered office of the Company or with any other person or entity appointed by the Company as its agent for redemption of shares.

Unless otherwise decided by the General Partner and disclosed in the sales documents, the redemption price shall be equal to the Net Asset Value for the relevant Class of shares as determined in accordance with the provisions of article 12 hereof as at the applicable Valuation Day following the filing of the redemption request or, in the case the redemption is deferred or suspended in accordance with these Articles, as at the Valuation Day as at which the redemption is actually dealt with, less a redemption charge, if any, as the sales documents may provide. This price may be rounded up or down to the nearest decimal, as the General Partner may determine, and such rounding will accrue to the benefit of the Company, as the case may be. From the redemption price there may further be deducted any deferred sales charge if such shares form part of a Class in respect of which a deferred sales charge has been contemplated in the sales documents. The redemption price per share shall be paid within a period as determined by the General Partner in the sales documents provided that any requested documents have been received by the Company, subject to article 14 hereof.

The General Partner may determine the notice period, if any, required for lodging any redemption request of any specific Class. The specific period for payment of the redemption proceeds of any Class of shares of the Company and any applicable notice period as well as the circumstances of its application will be publicised in the sales documents relating to the sale of such shares.

The General Partner may delegate to any of its duly authorised manager or officer or to any other duly authorised person, the duty of accepting requests for redemption and effecting payment in relation thereto.

The General Partner may (subject to the principle of equitable treatment of shareholders and the consent of the shareholder(s) concerned) satisfy redemption requests in whole or in part in kind by allocating to the redeeming shareholders investments from the portfolio in value equal to the Net Asset Value attributable to the shares to be redeemed as described in the sales documents.

To the extent required by law or so as to ensure the fair treatment of all investors, such redemption will be subject to a special audit report by the approved statutory auditor of the Company.

The specific costs for such redemptions in kind, in particular the costs of the special audit report, will have to be borne by the shareholder requesting the redemption in kind or by a third party, but will not be borne by the Company, unless the General Partner considers that the redemption in kind is in the interest of the Company or made to protect the interests of the Company.

Any request for redemption shall be irrevocable except in the event of suspension of redemption pursuant to article 14 hereof. In the absence of revocation, redemption will occur as of the first applicable Valuation Day after the end of the suspension period.

Shareholders are not entitled to request the conversion of the Shares they hold in one Sub-Fund into shares of another Sub-Fund.

Unless otherwise decided by the General Partner and disclosed in the sales documents, any shareholder may request conversion of whole or part of his/her/its shares of one Class of a Sub-Fund into shares of another Class of that Sub-Fund at the respective Net Asset Values of the shares of the relevant Classes, provided that the General Partner may impose such restrictions between Classes of shares as disclosed in the sales documents as to, inter alia, frequency of conversion, and may make conversions subject to payment of a charge as specified in the sales documents.

The conversion request may not be accepted unless any previous transaction involving the shares to be converted has been fully settled by such shareholder.

If, on any Valuation Day, redemption requests and conversion requests exceed a certain level, as determined by the General Partner and disclosed in the sales documentation, in relation to the number of shares in issue in a specific Sub-Fund, the General Partner may decide that part or all of such requests will be deferred (pro rata) for such period and in a manner that the General Partner considers to be in the best interest of the Sub-Fund. On the next Valuation Day following such deferral period, the balance of the requests that have been deferred will be met in priority to later requests, subject to the same limitations as above.

In exceptional circumstances relating to a lack of liquidity of certain investments made by certain Sub-Funds and the related difficulties in determining the Net Asset Value of the shares of certain Sub-Funds, the treatment of redemption requests may be postponed and/or the issue, redemptions and conversion of shares suspended by the General Partner. In addition, the General Partner may, in such exceptional circumstances, extend the period for payment of redemption proceeds to such period as shall be necessary to realise the assets and/or repatriate proceeds of the sale of investments in the event of impediments due to exchange control regulations or similar constraints in the markets in which a substantial part of the assets of the Company are invested.

If a redemption or conversion would reduce the value of the holdings of a single shareholder of shares of one Sub-Fund or Class below the minimum holding amount as the General Partner shall determine from time to time, then the General Partner may decide that this request be treated as if such shareholder had requested the redemption or conversion, as the case may be, of all his/her/its shares of such Sub-Fund or Class.

The General Partner may in its absolute discretion compulsory redeem any holding with a value of less than the minimum holding amount to be determined from time to time by the General Partner and to be published in the sales documents of the Company.

Title III. Valuation - Determination of net asset value

Art. 11. Valuation Day/Frequency of calculation of net asset value per share

The net asset value of shares shall, for the purposes of the redemption, conversion and issue of shares, be determined by the Company, under the responsibility of the General Partner, from time to time, but in no instance less than once per year, as the General Partner may decide (every such day or time for determination of net asset value being referred to herein as a "Valuation Day").

Art. 12. Determination of net asset value per share

The net asset value of share of each Class within each Sub-Fund (the "Net Asset Value") shall be expressed in the reference currency of the relevant Class (and/or in such other currencies as the General Partner shall from time to time determine) as a per share figure and shall be determined as at any Valuation Day by dividing the net assets of the Company attributable to the relevant Class, being the value of the assets of the Company attributable to such Class less the liabilities attributable to such Class, as at any such Valuation Day, by the number of shares of the relevant Class then outstanding, in accordance with the rules set forth below.

The Net Asset Value per share shall be calculated up to six decimal places.

The Net Asset Value may be adjusted as the General Partner or its delegate may deem appropriate to reflect, among other considerations, any dealing charges including any dealing spreads, fiscal charges and potential market impact resulting from shareholders' transactions.

If, since the time of determination of the Net Asset Value as at the relevant Valuation Day, there has been a material change in the valuations of the investments attributable to the relevant Sub-Fund, the Company may, in order to safeguard the interests of the shareholders and of the Company, cancel the first valuation and carry out a second valuation.

I. The assets of the Company shall include (without limitation):

1) all cash on hand or on deposit, including any interest accrued thereon;

2) all bills and demand notes payable and accounts receivable (including proceeds of securities sold but not delivered);

3) all bonds, time notes, certificates of deposit, shares, stock, debentures, debenture stocks, subscription rights, warrants, options and other securities, financial instruments and similar assets owned or contracted for by the Company;

4) all stock dividends, cash dividends and cash distributions receivable by the Company to the extent information thereon is reasonably available to the Company;

5) all interest accrued on any interest-bearing assets owned by the Company except to the extent that the same is included or reflected in the principal amount of such asset;

6) the preliminary expenses of the Company, including the cost of issuing and distributing shares of the Company, insofar as the same have not been written off;

7) the liquidating value of all futures and forward contracts and all call and put options the Company has an open position in;

8) all other assets of any kind and nature including expenses paid in advance.

For the purpose of the determination of the Net Asset Value, the value of the assets shall be determined as follows:

(a) The value of any cash on hand or on deposit, bills and demand notes and accounts receivable, prepaid expenses, cash dividends declared and interest accrued, and not yet received shall be deemed to be the full amount thereof, unless, however, the same is unlikely to be paid or received in full, in which case the value thereof shall be determined after making such discount as the General Partner may consider appropriate to reflect the true value thereof.

(b) The value of securities (including shares or units of closed-ended undertakings for collective investment) which are quoted, traded or dealt in on any stock exchange shall be based on the latest available price or, if appropriate, on the average price on the stock exchange which is normally the principal market of such securities, and each security traded on any other regulated market shall be valued in a manner as similar as possible to that provided for quoted securities.

(c) For non-quoted securities or securities not traded or dealt in on any stock exchange or other regulated market as well as quoted or non-quoted securities on such other market for which no valuation price is available, or securities for which the quoted prices are, in the opinion of the General Partner, not representative of the fair market value, the value thereof shall be determined prudently and in good faith by the General Partner on the basis of foreseeable sale prices.

(d) Liquid assets and money market instruments may be valued at nominal value plus any accrued interest or on an amortised cost basis.

(e) Investments in open-ended undertakings for collective investment will be taken at their latest official net assets values or at their latest unofficial net asset values (i.e. which are not generally used for the purposes of subscription and redemption of shares of the underlying undertakings for collective investment) as provided by the relevant administrators or investment managers if more recent than their official net asset values.

If events have occurred which may have resulted in a material change of the net asset value of such shares or units in other undertakings for collective investment since the day on which the latest official net asset value was calculated, the value of such shares or units may be adjusted in order to reflect, in the reasonable opinion of the General Partner, such change of value.

(f) Futures and options are valued by reference to the previous day's closing price on the relevant market; the market prices used are the futures exchanges settlement prices.

(g) Swaps are valued at fair value based on the last available closing price of the underlying security.

(h) All other securities and assets will be valued at fair market value as determined in good faith pursuant to procedures established by the General Partner.

The General Partner may, at its discretion, permit some other method of valuation to be used, if it considers that such method of valuation better reflects the true value of any asset of the Company and is in accordance with good accounting practice.

The value of all assets denominated in a currency other than the reference currency of a Sub-Fund shall be determined by taking into account the rate of exchange prevailing at the time of determination of the Net Asset Value. If such quotations are not available, the rate of exchange will be determined in good faith by or under procedures established by the General Partner.

The General Partner has delegated to the administrative agent the determination of the Net Asset Value and the Net Asset Value per Share.

For the purpose of determining the value of the Fund's assets, the administrative agent may rely upon such automatic pricing services as it shall determine or, if so instructed by the General Partner, it may use information received from various professional pricing sources (including fund administrators and brokers).

In circumstances where one or more pricing sources fails to provide valuations for an important part of the assets to the administrative agent, preventing the latter to determine the subscription and redemption prices, the administrative agent shall inform the General Partner who may decide to suspend the Net Asset Value calculation.

Finally, in the cases no prices are found or when the valuation may not correctly be assessed, the administrative agent may rely upon the valuation of the General Partner.

For the avoidance of doubt, the provisions of this article 12 are rules for determining Net Asset Value per Share are not intended to affect the treatment for accounting or legal purposes of the assets and liabilities of the Company or any securities issued by the Company.

II. The liabilities of the Company shall include (without limitation):

1) all loans, bills and accounts payable;

2) all accrued interest on loans of the Company (including accrued fees for commitment for such loans);

3) all accrued or payable fees and expenses (including administrative expenses, management fees, including incentive fees, custodian fees, central administrative agent's and registrar and transfer agent's fees);

4) all known liabilities, present and future, including all matured contractual obligations for payments of money or property, including the amount of any unpaid dividends declared by the Company;

5) an appropriate provision for future taxes based on capital and income as at the Valuation Day, as determined from time to time by the Company, and other reserves (if any) authorized and approved by the General Partner, as well as such amount (if any) as the General Partner may consider to be an appropriate allowance in respect of any contingent liabilities of the Company;

6) all other liabilities of the Company of whatsoever kind and nature reflected in accordance with generally accepted accounting principles. In determining the amount of such liabilities the Company shall take into account all expenses payable by the Company which shall comprise but not be limited to fees payable to its General Partner, investment managers/advisers, including performance fees, if any, fees and expenses payable to its custodian and its correspondents, domiciliary and corporate agent, administrative agent, the registrar and transfer agent, listing agent, any paying agent, any distributor, any permanent representatives in places of registration, as well as any other agent employed by the Company, fees and expenses for legal, accounting and auditing services, any fees and expenses involved in registering and maintaining the registration of the Company with any government agencies or stock exchanges in the Grand Duchy of Luxembourg and in any other country, reporting and publishing expenses, including the cost of preparing, printing, advertising and distributing prospectuses, explanatory memoranda, periodical reports or registration statements and the costs of any reports to the shareholders, expenses incurred in determining the Company's net asset value, the costs of convening and holding shareholders' meetings, all taxes, duties, governmental and similar charges, and all other operating expenses, including the costs of buying and selling assets, reasonable traveling costs in connection with the selection of local or regional investment structures and of investments in such investment structures, the costs of publishing the issue and redemption prices, if applicable, interest, bank charges, currency conversion costs and brokerage, postage, telephone and

telex. The Company may calculate administrative and other expenses of a regular or recurring nature based on an estimated amount ratably for yearly or other periods, and may accrue the same in equal proportions over any such period.

There shall be established one pool of assets for each Sub-Fund in the following manner:

(1) Proceeds resulting from the issue of shares in different Sub-Funds shall be allocated in the Company's books to the pool of assets of that Sub-Fund and the assets, liabilities, commitments, revenues and expenses relating to that Sub-Fund shall be allocated to the corresponding pool in compliance with the provisions below.

(2) When an asset derives from another asset, such asset will be recorded in the Company's books under the Sub-Fund holding the asset from which it derived, and, on each new valuation of the asset, the increase or decrease in value shall be allocated to the corresponding Sub-Fund.

(3) When the Company carries a liability attributable to a specific asset in a given pool of assets or to a transaction performed in relation to the assets of a given Sub-Fund, this liability shall be allocated to that Sub-Fund.

(4) If an asset or a liability cannot be allocated to a given Sub-Fund, this asset or liability shall be allocated to all Sub-Funds in equal parts or, if the amounts involved so justify, in proportion to the Net Asset Values of the relevant Sub-Funds or in any other manner the General Partner shall decide in good faith.

(5) Following a dividend distribution to shareholders of a Sub-Fund, the Net Asset Value of that Sub-Fund shall be reduced by the amount of the distribution.

If there have been created within a Sub-Fund two or more Classes, the allocation rules set above shall apply, mutatis mutandis, to such Classes.

All valuation regulations and determinations shall be interpreted and made in accordance with generally accepted accounting principles.

In the absence of bad faith, gross negligence or manifest error, every decision in calculating the Net Asset Value taken by the General Partner or by any agent which the General Partner may appoint for the purpose of calculating the Net Asset Value, shall be final and binding on the Company and present, past or future shareholders.

III. For the purpose of this Article:

1) shares of the Company to be redeemed under article 10 shall be treated as existing and taken into account until immediately after the time specified by the General Partner on the Valuation Day as at which such valuation is made and from such time and until paid by the Company the price therefor shall be deemed to be a liability of the Company;

2) shares to be issued by the Company shall be treated as being in issuance as from the time specified by the General Partner on the Valuation Day on which such valuation is made and from such time and until received by the Company the price therefor shall be deemed to be a debt due to the Company;

3) all investments, cash balances and other assets expressed in currencies other than the reference currency of the relevant Sub-Fund shall be valued after taking into account the market rate or rates of exchange in force at the date and time for determination of the net asset value of shares and

4) where on any Valuation Day the Company has contracted to:

- purchase any asset, the value of the consideration to be paid for such asset shall be shown as a liability of the Company and the value of the asset to be acquired shall be shown as an asset of the Company;

- sell any asset, the value of the consideration to be received for such asset shall be shown as an asset of the Company and the asset to be delivered shall not be included in the assets of the Company;

provided however, that if the exact value or nature of such consideration or such asset is not known on such Valuation Day, then its value shall be estimated by the Company.

Art. 13. Co-Management and Pooling

The General Partner may authorise investment and management of all or any part of the portfolio of assets established for two or more Sub-Funds on a pooled basis, or of all or any part of the portfolio of assets of the Company on a co-managed or cloned basis with assets belonging to other Luxembourg collective investment schemes, all subject to appropriate disclosure and compliance with applicable regulations, and as more fully described in the sales documents for the shares.

Art. 14. Temporary suspension of calculation of Net Asset Value per Share and of issue, redemption and conversion of shares

The General Partner may suspend the determination of the Net Asset Value of one or more Sub-Fund(s) and in consequence the issue, redemption and conversion of shares of such Sub-Fund(s) in any of the following events:

(a) during any period when any one of the stock exchanges or other principal markets on which a substantial portion of the assets of the Fund attributable to such Sub-Fund(s), from time to time, is quoted or dealt in is closed (otherwise than for ordinary holidays) or during which dealings therein are restricted or suspended provided that such restriction or suspension affects the valuation of the investments of the Company attributable to such Sub-Fund(s) quoted thereon; or

(b) during any period when, as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility and power of the General Partner, or the existence of any state of affairs which constitutes an

emergency in the opinion of the General Partner, disposal or valuation of the assets held by the Fund attributable to such Sub-Fund(s) is not reasonably practicable without this being seriously detrimental to the interests of shareholders, or if in the opinion of the General Partner the issue and, if applicable, redemption prices cannot fairly be calculated; or

(c) during any breakdown in the means of communication or computation normally employed in determining the price or value of any of the investments of the Fund attributable to such Sub-Fund(s) or the current prices or values on any stock exchanges or other markets in respect of the assets attributable to such Sub-Fund(s); or

(d) during any period when the Fund is unable to repatriate funds for the purpose of making payments on the redemption of Shares of such Sub-Fund(s) or during which any transfer of funds involved in the realisation or acquisition of investments or payments due on redemption of Shares of the Company cannot, in the opinion of the General Partner, be effected at normal rates of exchange; or

(e) from the time of publication of a notice convening an extraordinary general meeting of shareholders for the purpose of winding up the Fund or any Sub-Fund(s), or merging the Fund or any Sub-Fund(s), or informing the shareholders of the decision of the General Partner to terminate or merge any Sub-Fund(s); or

(f) when for any other reason, the prices of any investments owned by the Fund attributable to such Sub-Fund cannot be promptly or accurately ascertained.

Notice of the beginning and of the end of any period of suspension shall be given by the General Partner to all the investors affected, i.e. having made an application for subscription, redemption or conversion of shares for which the calculation of the Net Asset Value has been suspended.

Any application for subscription, redemption or conversion of shares is irrevocable except in case of suspension of the calculation of the Net Asset Value of the relevant Sub-Fund, in which case investors may give notice that they wish to withdraw their application. If no such notice is received by the Company, such application will be dealt with on the first applicable Valuation Day following the end of the period of suspension.

If relevant, the above provisions will apply mutatis mutandis in relation to the suspension of the Net Asset Value of one or more Class(es) within a SubFund.

Title IV. Liability of holders of shares

Art. 15. The holders of Management Shares ("unlimited shareholders", "associés commandités") are jointly and indefinitely and severally liable for all liabilities of the Company which cannot be met out of the assets of the Company.

The holders of Ordinary Shares (the "limited shareholders", "actionnaires commanditaires") shall refrain from acting on behalf of the Company in any manner or capacity other than by exercising their rights as shareholders in general meetings and shall only be liable for payment to the Company of the full subscription price of each Ordinary Share for which they subscribed and have been issued and outstanding commitments, if any, and other liabilities towards the Company. In particular the owners of Ordinary Shares shall not be liable for the debt, liabilities and obligations of the Company beyond the amounts of such payments.

Art. 16. The Management Shares held by the General Partner are exclusively transferable to a successor or additional general partner with unlimited liability.

Title V. Management and supervision

Art. 17. The Company shall be managed by DMS Platform, société á responsabilité limitée (the "General Partner"), in its capacity as unlimited shareholder of the Company.

Art. 18. The General Partner is vested with the broadest power to perform all acts of administration and disposition in compliance with the Company's corporate object. All powers not expressly reserved by law or the present Articles to the general meeting of shareholders fall within the competence of the General Partner.

The General Partner shall, based upon the principle of spreading of risks, determine the corporate and investment policy and the course of conduct of the management and business affairs of the Company.

The General Partner shall also determine any restrictions which shall from time to time be applicable to the investments of the Company.

It shall have the power on behalf and in the name of the Company to carry out any and all of the purposes of the Company and to perform all acts and enter into and perform all contracts and other undertakings that it may deem necessary, advisable or useful or incidental thereto. Except as otherwise expressly provided, the General Partner has, and shall have, full authority in its discretion to exercise, on behalf of and in the name of the Company, all rights and powers necessary or convenient to carry out the purposes of the Company.

The General Partner may, from time to time, appoint officers or agents of the Company considered necessary for the operation and management of the Company, provided however that the holders of Ordinary Shares may not act on behalf of the Company without jeopardising their limited liability.

The officers and/or agents appointed, unless otherwise stipulated in the Articles, shall have the powers and duties given to them by the General Partner.

The General Partner may appoint special committees, such as investment committees and advisory committees, as described more fully in the sales documents, in order to conclude certain tasks and functions expressly delegated to such committee(s).

For the performance of its management and supervision duties, the General Partner is entitled to a fee of maximum 35 basis points per annum calculated on the net assets of each Sub-Fund. The effective rate of the fee payable to the General Partner in relation to a specific Sub-Fund, and the frequency of calculation and payment of such fee will be disclosed in the sales documents.

Art. 19. The Company will be bound towards third parties by the sole signature of the General Partner, acting through one or more of its duly authorised signatories such as designated by the General Partner at its sole discretion, or such person(s) to which such power has been delegated.

Any litigation involving the Company either as plaintiff or as defendant will be handled in the name of the Company by the above mentioned General Partner.

In the event of legal incapacity, liquidation or other permanent situation preventing the General Partner from acting as manager of the Company, the Company shall not be dissolved and liquidated, provided the persons that were manager (s) of the General Partner at the time of such event appoint an administrator, who need not to be a shareholder, to effect urgent or mere administrative acts, until a general meeting of shareholders is held, which such administrator shall convene within fifteen days of his/her/its appointment. At such general meeting, the shareholders may appoint, in accordance with the quorum and majority requirements for amendment of the Articles, a successor General Partner. Failing such appointment, the Company shall be dissolved and liquidated.

Art. 20. No contract or other transaction between the Company and any other company or entity shall be affected or invalidated by the mere fact that the General Partner or any one more of shareholder, managers or officers of the General Partner is interested in, or is a shareholder, director, officer or employee of such other company or entity with which the Company shall contract or otherwise engage in business. The General Partner or such officers shall not by reasons of such affiliation with such other company or entity be prevented from considering and voting or acting upon any matters with respect to such contract or other business.

In the event that any manager or officer of the General Partner may have any personal interest in any transaction submitted for approval to the General Partner conflicting with that of the Company, that manager or officer shall make such a conflict known to the General Partner and shall not consider or vote on any such transaction, and any such transaction shall be reported to the next meeting of shareholders.

The preceding paragraph does not apply where the decision of the General Partner or by the single manager relates to current operations entered into under normal conditions.

The term "personal interest", as used in the preceding sentence, shall not include any relationship with or interest in any matter, position or transaction involving any entity promoting the Company or any subsidiary thereof, or any other company or entity as may from time to time be determined by the General Partner at its discretion, provided that this personal interest is not considered as a conflicting interest according to applicable laws and regulations.

Art. 21. Approved Statutory Auditor

The operations of the Company and its financial situation including in particular its books shall be supervised by an approved statutory auditor ("réviseur d'entreprises agréé") who shall satisfy the requirements of Luxembourg law as to honourability and professional experience and who shall carry out the duties prescribed by the Law. The approved statutory auditor shall be elected by the annual general meeting of shareholders until the next annual general meeting of shareholders and until its successor is elected.

The approved statutory auditor in office may only be removed by the shareholders on serious grounds.

Title VI. General meeting of shareholders

Art. 22. The general meeting of shareholders shall represent all the shareholders of the Company. Without prejudice of the provisions of article 18 of these Articles and to any other powers reserved to the General Partner by these Articles, it shall have the powers to order, carry out or ratify acts relating to the operations of the Company provided that, unless otherwise provided herein, no resolution affecting the interest of the Company vis-à-vis third parties or amending the Articles shall be validly passed unless approved by the General Partner.

General meetings of shareholders shall be convened by the General Partner or upon the written request of shareholders representing at least one tenth of the share capital of the Company. General meetings of shareholders shall be convened pursuant to a notice given by the General Partner setting forth the agenda and sent by registered letter at least eight (8) days prior to the meeting to each shareholder at the shareholder's address recorded in the Register.

If permitted by and under the conditions set forth in Luxembourg laws and regulations, the notice of any general meeting of shareholders may specify that the quorum and the majority applicable for this general meeting will be determined by reference to the shares issued and in circulation at a certain date and time preceding the general meeting (the "Record Date"), whereas the right of a shareholder to participate at a general meeting of shareholders and to exercise the voting right attached to his/its/her shares will be determined by reference to the shares held by this shareholder as at the Record Date.

To the extent required by law, the convening notice shall be published in the Mémorial, Recueil des Sociétés et Associations, and in any other newspaper as determined by the General Partner.

Art. 23. The annual meeting of shareholders will be held in Luxembourg at the registered office of the Company on the second Friday of the month of June of each year at 11:00 a.m. (Luxembourg time). If such a day is not a business day in Luxembourg, the meeting will be held on the next following business day. The annual general meeting may be held abroad if, in the absolute and final judgment of the General Partner, exceptional circumstances so require.

If permitted by and under the conditions set forth in Luxembourg laws and regulations, the annual general meeting of shareholders may be held at a date, time or place other than those set forth in the preceding paragraph, that date, time or place to be decided by the General Partner.

Other meetings of shareholders may be held at such places and times as may be specified in the respective notices of meeting.

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

All shareholders are invited to attend and speak at all general meetings of shareholders. A shareholder may act at any general meeting of shareholders by appointing another person, who need not be a shareholder, as his/her/its proxy, in writing or by cable, telegram, telex, telefax message, facsimile or any other electronic means of transmission approved by the General Partner capable of evidencing such proxy. Such proxy shall be deemed valid, provided that it is not revoked, for any reconvened shareholders' meeting. The general meetings of the shareholders shall be presided by the General Partner or by a person designated by the General Partner. The chairman of the general meeting of shareholders may appoint a secretary. The general meeting of shareholders may elect a scrutineer. At the General Partner's discretion, a shareholder may also act at any meeting of shareholders by videoconference or any other means of telecommunication allowing to identify such shareholder. Such means must allow the shareholder to effectively act at such meeting of shareholders, the proceedings of which must be retransmitted continuously to such shareholder.

Except as otherwise required by law or as otherwise provided herein, resolutions at the meeting of shareholders duly convened will be passed by an absolute majority of the votes cast. Except as otherwise provided herein or required by law, no resolution affecting the interest of the Company vis-à-vis third parties or amending the Articles shall be validly passed unless approved by the General Partner.

Art. 24. At any general meeting of shareholders convened in order to amend the Articles, including its corporate object or to resolve on issues for which the law refers to the conditions required for the amendment of the Articles, the quorum shall be at least one half of the capital of the Company. If the quorum requirement is not fulfilled a second meeting may be convened in accordance with the law. Any reconvening notice shall reproduce the agenda and indicate the date and the result of the preceding meeting. The second meeting may validly deliberate irrespective of the portion of the shares represented.

In both meetings resolutions must be passed by at least two thirds of the votes cast, provided that no resolution shall be validly passed unless approved by the General Partner.

Art. 25. The minutes of the general meeting of shareholders shall be signed by the board of the meeting. Copies or extracts of these minutes to be produced in judicial proceedings or otherwise shall be signed by the General Partner.

Title VII. Accounting year, Allocation of profits

Art. 26. The accounting year of the Company shall begin on 1 st January and shall terminate on 31 st December of the same year.

Art. 27. Appropriation of profits

The general meeting of shareholders, upon recommendation of the General Partner, shall determine how the remainder of the annual net profits shall be disposed of and may, without ever exceeding the amounts proposed by the General Partner, declare dividends from time to time.

Interim dividends may be distributed upon decision of the General Partner.

No distribution of dividends may be made if, as a result thereof, the capital of the Company falls below the minimum prescribed by law.

A dividend declared but not paid on a share during five years cannot thereafter be claimed by the holder of such share, shall be forfeited by the holder of such share, and shall revert to the Company.

No interest will be paid on dividends declared and unclaimed which are held by the Company on behalf of holders of shares.

Art. 28. Custodian Agreement

The Company shall enter into a custodian agreement with a credit institution, which shall satisfy the requirements of the Luxembourg laws, and in particular the Law (the "Custodian"). All assets of the Company are to be held by or to the order of the Custodian who shall assume towards the Company and its shareholders the responsibilities provided by the Law.

In case of withdrawal, whether voluntarily or not, of the Custodian, the Custodian will remain in function until the appointment, which must happen within two months, of another eligible credit institution.

Title VIII. Dissolution, Liquidation

Art. 29. In the event of a dissolution of the Company, liquidation shall be carried out by one or more liquidators named by the general meeting of shareholders deciding such dissolution upon proposal by the General Partner. Such meeting shall determine the powers and the remuneration of the liquidator(s). The net proceeds may be distributed in kind to the shareholders.

Art. 30. Merger of sub-funds or classes of shares. In the event that for any reason the value of the net assets in any Sub-Fund or Class of shares has decreased to or has not reached an amount determined by the General Partner to be the minimum level for such Sub-Fund or Class of shares to be operated in an economically efficient manner, or if a change in the economic or political situation relating to the Sub-Fund or Class of shares concerned would justify it, the General Partner has the discretionary power to liquidate such Sub-Fund or Class of shares by compulsory redemption of the shares of such Sub-Fund or Class of shares at their Net Asset Value (taking into account actual realisation prices of investments and realization expenses), determined as at the Valuation Day at which such decision becomes effective. The Company shall publish a notice to the shareholders concerned by the compulsory redemption prior to the effective date for such redemption, which will indicate the reasons for, and the procedure of, the redemption operations. Unless the General Partner otherwise decides in the interests of, or to keep equal treatment between, the shareholders, the shareholders of the Sub-Fund or Class of shares concerned may continue to request redemption or conversion of their shares free of charge (but taking into account actual realisation prices of investments and realization expenses).

Notwithstanding the powers conferred to the General Partner by the preceding paragraph, the general meeting of shareholders of any Sub-Fund or Class of shares may, upon proposal from the General Partner and with its approval, decide the redemption of all the shares of such Sub-Fund or Class of Shares and refund to the shareholders the Net Asset Value of their shares (taking into account actual realization prices of investments and realisation expenses) determined as at the Valuation Day at which such decision shall take effect. There shall be no quorum requirements for such general meeting of shareholders which shall decide by resolution taken by simple majority of the votes cast.

Assets which could not be distributed to their beneficiaries upon the implementation of the redemption will be deposited with the Caisse de Consignation for the benefit of the persons entitled thereto.

The General Partner may decide to allocate the assets of any Sub-Fund to those of another existing Sub-Fund within the Company or to another undertaking for collective investment or to another Sub-Fund within such other undertaking for collective investment (the "new Sub-Fund") and to re-designate the shares of the Sub-Fund concerned as shares of the new Sub-Fund (following a split or consolidation, if necessary, and the payment of the amount corresponding to any fractional entitlement to shareholders). Such decision will be published in the same manner as described in the first paragraph of this section (and, in addition, the publication will contain information in relation to the new Sub-Fund), one month before the date on which the amalgamation becomes effective in order to enable shareholders to request redemption of their shares, free of charge, during such period. After such period, the decision commits the entirety of shareholders who have not used this possibility, provided however that, if the amalgamation is to be implemented with a Luxembourg undertaking for collective investment of the contractual type (fonds commun de placement) or a foreign based undertaking for collective investment, such decision shall be binding only on the shareholders who are in favor of such amalgamation.

Notwithstanding the powers conferred to the General Partner by the preceding paragraph, a contribution of the assets and of the liabilities attributable to any Sub-Fund to another Sub-Fund of the Company or to another undertaking for collective investment or to another sub-fund within such other undertaking for collective investment shall be decided upon proposal from the General Partner and with its approval by a general meeting of the shareholders and shall require a resolution of the shareholders of the contributing Sub-Fund where no quorum is required and adopted by a simple majority of the votes cast at such meeting, except when such amalgamation is to be implemented with a Luxembourg undertaking for collective investment of the contractual type or with a foreign based undertaking for collective investment, in which case resolutions shall be binding only on the shareholders of the contributing Sub-Fund who have voted in favour of such amalgamation.

Title IX. General provisions

Art. 31. All matters not governed by these Articles are to be determined in accordance with the law of 10 August 1915 on commercial companies as amended and the Law.

Title X. Transitory provisions

(1) The first accounting year will begin on the date of the incorporation of the Company and will end on 31 st December 2013.

(2) The first annual general meeting will be held in 2014.

The first annual meeting of shareholders will be held on the second Friday of the month of June at 11:00 a.m.. If such a day is not a business day in Luxembourg, the meeting will be held on the next following business day.

Subscription and payment

The subscribers have subscribed for the number of shares and have paid in cash the amounts as mentioned hereafter:

Subscriber	Management Shares	Ordinary Shares	Subscribed Capital
1) DMS Platform	1	1	2,000 USD
2) DMS OFFSHORE INVESTMENT SERVICES (EUROPE) SARL		38	38,000 USD
	1	39	40,000 USD

Proof of all such payments has been given to the undersigned notary.

Expenses

The expenses, costs, remunerations or charges in any form whatsoever which shall be borne by the Company as a result of its formation are estimated at approximately EUR 4,000.-.

Statements

The undersigned notary states that the conditions provided for in Articles 26, 26-3 and 26-5 of the law of 10 August 1915 on commercial companies, as amended, have been observed.

General meeting of shareholders

The above named persons, representing the entire subscribed capital and considering themselves as fully convened, have immediately proceeded to an extraordinary general meeting.

Having first verified that it was regularly constituted, they have passed the following resolutions by unanimous vote.

First resolution

The following is elected approved statutory auditor until the next general meeting of shareholders:

PricewaterhouseCoopers, société cooperative, having its registered office at 400, route d'Esch, L-1471 Luxembourg, Grand Duchy of Luxembourg.

Second resolution

The registered office of the Company is fixed at 2, rue Albert Borschette, L-1246 Luxembourg, Grand Duchy of Luxembourg.

The undersigned notary who understands and speaks English, states herewith that on request of the above appearing persons, the present deed is worded in English on request of the same appearing persons.

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

The document having been read to the appearing persons, known to the notary by their name, surname, civil status and residence, the said persons appearing signed together with us, the notary, the present original deed.

Signé: P. COULON et C. WERSANDT.

Enregistré à Luxembourg A.C., le 16 août 2012. Relation: LAC/2012/38983. Reçu soixante-quinze euros (75,- EUR).

Le Receveur ff. (signé): C. FRISING.

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

Luxembourg, le 21 août 2012.

Référence de publication: 2012108542/714.

(120146831) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 août 2012.

QS PEP, Société à responsabilité limitée.

Siège social: L-1660 Luxembourg, 84, Grand-rue.

R.C.S. Luxembourg B 170.988.

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STATUTES

In the year two thousand and twelve, on the fourteenth day of August.

Before, Maître Carlo Wersandt, notary residing in Luxembourg, acting in replacement of Maître Henri Hellinckx, notary residing in Luxembourg, who will be the depository of the present deed.

There appeared:

Quilvest & Partners, a company, incorporated and existing under the laws of the Grand Duchy of Luxembourg and having its registered office at 84 Grand-Rue, L-1660 Luxembourg, with the registry of trade and companies (Registre de Commerce et des Sociétés du Luxembourg) under number B 156529, represented by Me Alexandre Hübscher, Avocat,

residing in Luxembourg pursuant to a proxy dated 10 August 2012 (such proxy to be registered ne varietur together with the present deed).

The appearing party has requested the undersigned notary to draw up the articles of association of a limited liability company QS PEP ("société à responsabilité limitée") which is hereby established as follows:

Art. 1. A private limited liability company (société à responsabilité limitée) with the name "QS PEP" (the "Company") is hereby formed by the appearing party and all persons who will become members thereafter. The Company will be governed by these articles of association and the relevant legislation.

Art. 2. The object of the Company is to render advisory, management, accounting and administrative services, as the case may be in its capacity as general partner of "QS PEP S.C.A., SICAR", a société d'investissement en capital à risque, subject to the provisions of the law of 15 June 2004 on investment companies in risk capital, as amended, and take any measures, as well as carry out any operation which it may deem useful in the accomplishment and development of its purposes.

Art. 3. The Company is established for an unlimited period.

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

The address of the registered office may be transferred within the municipality by decision of the manager or as the case may be the board of managers. If and to the extent permitted by law, the manager or as the case may be the board of managers may decide to transfer the registered office to any other place in the Grand Duchy of Luxembourg.

The Company may have offices and branches, both in Luxembourg and abroad.

In the event that the manager, or as the case may be the board of managers, should determine that extraordinary political, military, economic or social developments have occurred or are imminent that would interfere with the normal activities of the Company at its registered office, or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these abnormal circumstances; such temporary measures shall have no effect on the nationality of the Company which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg company. Such temporary measures will be taken and notified to any interested parties by the manager or as the case may be the board of managers.

Art. 5. The issued share capital of the Company is set at twenty thousand United States dollars ($ 20,000) divided into four hundred (400) shares with a nominal value of fifty United States Dollars ($ 50) each. The capital of the Company may be increased or reduced by a resolution of the members adopted in the manner required for amendment of these articles of association.

Art. 6. Shares are freely transferable among members. Except if otherwise provided by law, the share transfer to non-members is subject to the consent of members representing at least seventy five percent of the Company's capital.

Art. 7. The Company is managed by one or several managers who need not be members.

They are appointed and removed from office by a simple majority decision of the general meeting of members, which determines their powers and the term of their mandates. If no term is indicated the managers are appointed for an undetermined period. The managers may be re-elected but also their appointment may be revoked with or without cause (ad nutum) at any time.

In the case of more than one manager, the managers constitute a board of managers. Any manager may participate in any meeting of the board of managers by conference call or by other similar means of communication allowing all the persons taking part in the meeting to hear one another and to communicate with one another. A meeting may also be held by conference call only. The participation in, or the holding of, a meeting by these means is equivalent to a participation in person at such meeting or the holding of a meeting in person. Managers may be represented at meetings of the board by another manager without limitation as to the number of proxies which a manager may accept and vote.

The board of managers may, unanimously, pass resolutions on one or several similar documents by circular means when expressing its approval in writing, by cable or facsimile or any other similar means of communication. The entirety will form the circular documents duly executed giving evidence of the resolution. Managers' resolutions, including circular resolutions, shall be conclusively certified or an extract thereof shall be issued under the individual signature of any manager.

Vis-à-vis third parties the manager or each manager (in the case of a board of managers) has the most extensive powers to act on behalf of the Company in all circumstances and to do, authorise and approve all acts and operations relative to the Company. The Company will be bound by the individual signature of anyone of the manager(s) or by the sole signature of any person or persons to whom such signatory powers shall have been delegated by anyone of the managers.

Art. 8. The manager(s) are not held personally liable for the indebtedness of the Company. As agents of the Company, they are responsible for the performance of their duties.

Art. 9. Each member may take part in collective decisions. Each member has a number of votes equal to the number of shares he owns and may validly act at any meeting of members through a special proxy.

Art. 10. Decisions by members are passed in such form and at such majority(ies) as prescribed by Luxembourg law in writing (to the extent permitted by law) or at meetings held including meetings held by way of conference call, video conference or other means of communication allowing members taking part in the meeting to hear one another and to communicate with one another. The participation in a meeting by these means being equivalent to a participation in person at such meeting. Any regularly constituted meeting of members of the Company or any valid written resolution (as the case may be) shall represent the entire body of members of the Company.

Meetings shall be called by any manager by convening notice addressed by registered mail to members to their address appearing in the register of members held by the Company at least eight (8) calendar days prior to the date of the meeting. If the entire share capital of the Company is represented at a meeting, the meeting may be held without prior notice.

In the case of written resolutions, the text of such resolutions shall be sent to the members at their addresses inscribed in the register of members held by the Company at least 8 calendar days before the proposed effective date of the resolutions, except in case of urgency. In such case, the nature of the urgency shall be communicated to the members. The resolutions shall become effective upon the approval of the majority as provided for by Luxembourg law in relation to collective decisions (or subject to the satisfaction of the majority requirements, on the date set out therein). Unanimous written resolution may be passed at any time without prior notice.

Collective decisions are only valid if they are adopted by the votes representing more than half of the capital. However, decisions concerning the amendment of the articles of association are taken by (i) a majority of the members (ii) representing at least three quarters of the issued share capital.

In case and for as long as the Company has more than twenty-five (25) members, an annual general meeting shall be held at the registered office of the Company on the first Monday of the month of June at 3.00 pm of each year. If such day is not a business day, the meeting shall be held on the following business day.

Art. 11. The accounting year begins on 1 January of each year and ends on 31 December of the same year. The accounts of the Company shall be expressed in U.S. Dollars.

Art. 12. Every year as of the accounting year's end, the annual accounts are drawn up by the manager or, as the case may be, the board of managers.

Art. 13. The financial statements are at the disposal of the members at the registered office of the Company.

Art. 14. Out of the net profit five percent (5%) shall be placed into a legal reserve account. This deduction ceases to be compulsory when such reserve amounts to ten percent (10%) of the issued share capital of the Company.

The members may decide to pay interim dividends on the basis of statements of accounts prepared by the manager, or as the case may be the board of managers, showing that sufficient funds are available for distribution, it being understood that the amount to be distributed may not exceed profits realised since the end of the last accounting year increased by profits carried forward and distributable reserves but decreased by losses carried forward and sums to be allocated to a reserve to be established by law.

The balance may be distributed to the members upon decision of a general meeting of members.

The share premium account may be distributed to the members upon decision of a general meeting of members. The general meeting of members may decide to allocate any amount out of the share premium account to the legal reserve account.

Art. 15. In case the Company is dissolved, the liquidation will be carried out by one or several liquidators who may be but do not need to be members and who are appointed by the general meeting of members who will specify their powers and remunerations.

Art. 16. If, and as long as one member holds all the shares of the Company, the Company shall exist as a single member company, pursuant to article 179 (2) of the law of 10 August 1915 regarding commercial companies, as amended; in this case, articles 200-1 and 200-2, among others, of the same law are applicable.

Art. 17. For anything not dealt with in the present articles of association, the members refer to the relevant legislation.

Subscription and payment

The articles of association of the Company having thus been drawn up by the appearing party, the appearing party has subscribed and entirely paid-up the following shares:

Subscriber	Number of shares subscribed	Payment
Quilvest & Partners	400	$ 20,000.-
Total:	400	$ 20,000.-

Evidence of the payment of the subscription price has been given to the undersigned notary.

Expenses, Valuation

The expenses, costs, fees and charges of any kind whatsoever which will have to be borne by the Company as a result of its formation are estimated at approximately Euro 1,200.-.

Resolutions of the sole member

The sole member of the Company has forthwith taken immediately the following resolutions:

1. The registered office of the Company is fixed at 84, Grand-Rue, L-1660 Luxembourg.

2. The following persons are appointed managers of the Company for an undetermined period of time subject to the articles of association of the Company:

- Michel Abouchalache, born in Beyrouth (Lebanon) on 31 October 1964, Group General Manager and Chief Executive Officer, Quilvest Private Equity, with professional address at 243 boulevard Saint Germain, Paris, France;

- Axelle Strain, born on 12 June 1965 in Lausanne (Switzerland), Managing Partner, Quilvest S.A., with professional address at 46 Albemarle Street, London W1S 4JN, United Kingdom;

- Daniel Dine, born on 12 May 1971 in Thionville (France), Accounting and Administrative Manager, Quilvest Luxembourg Services S.A., with professional address at 84 Grand-Rue, L-1660 Luxembourg, Grand Duchy of Luxembourg;

- Jean-Benoît Lachaise, born on 16 April 1965 in Villers-Semeuse (France), Secretary General and Group Controller, Quilvest S.A, with professional address at 84 Grand-Rue, L-1660 Luxembourg, Grand Duchy of Luxembourg; and

- Eric Triestini, born 3 February 1973 in Longeville lès Metz (France), Manager, Quilvest Luxembourg Services S.A., professionally residing at 84, Grand-Rue, L-1660 Luxembourg, Grand Duchy of Luxembourg.

Special disposition

The first accounting year shall begin on the date of incorporation and shall terminate on 31 December 2012.

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

The document having been read to the person appearing, who requested that the deed should be documented in the English language, the said person appearing signed the present original deed together with us, the Notary, having personal knowledge of the English language.

The present deed, worded in English, is followed by a translation into French. In case of divergences between the English and the French text, the English version will prevail.

Suit la traduction française du texte qui précède:

L'an deux mille douze, le quatorzième jour du mois d'août.

Par-devant Nous, Maître Carlo Wersandt, notaire de résidence à Luxembourg, agissant en remplacement de Maître Henri Hellinckx, notaire de résidence à Luxembourg, ce dernier restant dépositaire du présent acte.

A comparu:

Quilvest & Partners, une Société anonyme ayant son siège social situé au 84 Grand-Rue, L-1660 Luxembourg et inscrite auprès du registre du commerce et des sociétés de Luxembourg sous le numéro B 156529, représentée par Me Alexandre Hübscher, avocat, résidant à Luxembourg, en vertu d'une procuration datée du 10 août 2012 (cette procuration étant enregistrée ne varietur avec le présent acte).

La partie comparante a demandé au notaire soussigné d'arrêter les statuts d'une société à responsabilité limitée QS PEP qui est constituée par les présentes:

Art. 1 er . Il est formé par la partie comparante et toutes personnes qui deviendront par la suite associés, une société à responsabilité limitée sous la dénomination de "QS PEP" (la "Société"). La Société sera régie par les présents statuts et les dispositions légales afférentes.

Art. 2. L'objet social de la Société est de fournir des services ayant trait au conseil, à la gestion, à la comptabilité ou à l'administration selon les cas en qualité d'associé commandité de "QS PEP S.C.A., SICAR", une société d'investissement en capital à risque, soumise aux dispositions de la loi du 15 juin 2004 sur les sociétés d'investissement en capital à risque, telle que modifiée, mais également de réaliser toute opération qui lui semble utile à la réalisation et au développement de son objet social.

Art. 3. La Société est constituée pour une durée illimitée.

Art. 4. Le siège social de la Société est établi dans la ville de Luxembourg, Grand-Duché de Luxembourg. Le siège social peut être transféré à l'intérieur de la municipalité par décision du gérant ou, le cas échéant, du conseil de gérance. Dans la mesure où la loi le permet, le gérant ou, le cas échéant, le conseil de gérance peut(peuvent) décider de transférer en toute autre localité du Grand-Duché de Luxembourg le siège social de la Société.

La Société peut avoir des bureaux et des succursales situés au Luxembourg et à l'étranger.

Au cas où le gérant, ou le cas échéant, le conseil de gérance, estimerait que des événements extraordinaires d'ordre politique, militaire, économique ou social, de nature à compromettre l'activité normale au siège social ou la communication

aisée de ce siège avec l'étranger, ont eu lieu ou sont sur le point d'avoir lieu, le siège social pourra être transféré provisoirement à l'étranger, jusqu'à cessation complète de ces circonstances anormales; ces mesures temporaires n'auront aucun effet sur la nationalité de la Société qui, en dépit du transfert de son siège social, demeurera une société luxembourgeoise. Ces mesures temporaires seront prises et portées à la connaissance des tiers par le gérant ou le cas échéant le conseil de gérance.

Art. 5. Le capital social émis de la Société est fixé à vingt mille dollars U.S., ($ 20.000) divisé en quatre cents (400) parts sociales d'une valeur nominale de cinquante dollars U.S. ($ 50) chacune. Le capital de la Société peut être augmenté ou réduit par une résolution des associés adoptée de la manière requise pour la modification des présents Statuts.

Art. 6. Les parts sociales sont librement transférables entre associés. Sauf dispositions contraires de la loi, les parts sociales ne peuvent être cédées entre vifs à des non associés que moyennant l'agrément des associés représentant au moins soixante-quinze pourcent du capital social de la Société.

Art. 7. La Société est administrée par un ou plusieurs gérants, associés ou non.

Ils sont nommés et révoqués par l'assemblée générale des associés, qui détermine leurs pouvoirs et la durée de leurs fonctions, et qui statue à la majorité simple de l'assemblée générale des associés. Si aucun terme n'est indiqué, les gérants sont nommés pour une période indéterminée. Les gérants sont rééligibles mais leur nomination est également révocable avec ou sans cause (ad nutum) et à tout moment.

Au cas où il y aurait plus d'un gérant, les gérants constituent un conseil de gérance. Tout gérant peut participer à une réunion du conseil de gérance par conférence téléphonique ou d'autres moyens de communication similaires permettant à toutes les personnes prenant part à cette réunion de s'entendre les unes les autres et de communiquer les unes avec les autres. Une réunion peut également être tenue uniquement sous forme de conférence téléphonique. La participation à une réunion ou la tenue d'une réunion par ces moyens équivaut à une présence en personne à une telle réunion ou à une réunion tenue en personne. Les gérants peuvent être représentés aux réunions du conseil de gérance par un autre gérant, sans limitation quant au nombre de procurations qu'un gérant peut accepter et voter.

Le conseil de gérance peut, à l'unanimité, prendre des résolutions sur un ou plusieurs documents similaires par voie circulaire en exprimant son approbation par écrit, par câble, télécopieur ou tout autre moyen de communication similaire. L'ensemble constituera les documents circulaires dûment exécutés faisant foi de la résolution intervenue. Les résolutions des gérants, y compris celles prises par voie circulaire, seront certifiées comme faisant foi et des extraits seront émis sous la signature individuelle de chaque gérant.

Le gérant ou chacun des gérants (dans le cas d'un conseil de gérance) a, vis-à-vis des tiers, les pouvoirs les plus étendus pour agir au nom de la Société dans toutes les circonstances et pour faire, autoriser et approuver tous les actes et opérations relatifs à la Société. La Société sera engagée par la signature individuelle de chacun des gérants ou par la seule signature de toute personne à qui de tels pouvoirs de signature auront été délégués par le ou un des gérants.

Art. 8. Le ou les gérants ne contractent aucune obligation personnelle du fait des dettes de la Société. Comme mandataires, ils sont responsables de l'exécution de leur mandat.

Art. 9. Chaque associé peut participer aux décisions collectives. Chaque membre a un nombre de voix égal au nombre de parts sociales qu'il possède et peut se faire valablement représenter aux assemblées par un porteur de procuration spéciale.

Art. 10. Les décisions des associés sont prises dans les formes et à la (aux) majorité(s) prévue(s) par la loi luxembourgeoise, par écrit (dans la mesure où cela est permis par la loi) ou lors d'assemblées y compris des assemblées tenues par voie de conférence téléphonique, vidéo conférence, ou tous autres moyens de communication permettant à tous les associés prenant part à l'assemblée de s'entendre les uns les autres et de communiquer ensemble. La participation à une assemblée par ces moyens étant équivalant à une présence en personne à une telle assemblée. Toute assemblée des associés de la Société ou toute résolution circulaire valable (le cas échéant) représente l'entièreté des associés de la Société.

Les assemblées peuvent être convoquées par tout gérant par une convocation adressée par lettre recommandée aux associés à l'adresse contenue dans le registre des associés tenu par la Société au moins huit (8) jours calendaires avant la date d'une telle assemblée. Si l'entièreté du capital social de la Société est représentée à une assemblée, l'assemblée peut être tenue sans convocation préalable.

Dans le cas de résolutions circulaires, le texte de ces résolutions sera envoyé aux associés à leur adresse inscrite dans le registre des associés tenu par la Société au moins 8 jours calendaires avant la date effective des résolutions sauf en cas d'urgence. Dans un tel cas, la nature de l'urgence sera communiquée aux associés. Les résolutions prennent effet à partir de l'approbation par la majorité comme prévu par la loi luxembourgeoise concernant les décisions collectives (sous réserve que les exigences de majorité soient remplies, à la date y précisée). Des résolutions unanimes peuvent être passées à tout moment sans convocation préalable.

Les décisions collectives ne sont valablement prises que pour autant qu'elles soient adoptées par les associés représentant plus de la moitié du capital social. Toutefois, les décisions ayant pour objet une modification des statuts ne pourront être prises (i) qu'à la majorité des associés (ii) représentant au moins les trois quarts du capital social.

A partir du moment où la Société compte plus de 25 associés, une assemblée générale annuelle des associés sera tenue chaque année au siège social de la Société le premier lundi du mois de juin à 15:00 heures. Si ce jour n'est pas un jour ouvrable, l'assemblée sera tenue le premier jour ouvrable suivant.

Art. 11. L'année sociale commence le 1 er janvier de chaque année et se termine le 31 décembre de la même année. Les comptes de la Société seront exprimés en dollars américains.

Art. 12. Chaque année, à la fin de l'année sociale, le gérant, ou le cas échéant, le conseil de gérance, établit les comptes annuels.

Art. 13. Les comptes annuels sont disponibles au siège social pour tout associé de la Société.

Art. 14. Sur le bénéfice net, il est prélevé cinq pour cent (5%) pour la constitution d'une réserve légale. Ce prélèvement cesse d'être obligatoire si cette réserve atteint dix pour cent (10%) du capital social de la Société.

Les associés peuvent décider de payer des acomptes sur dividendes sur base d'un état comptable préparé par le gérant, ou le cas échéant, le conseil de gérance, duquel il ressort que des fonds suffisants sont disponibles pour distribution, étant entendu que les fonds à distribuer ne peuvent pas excéder le montant des bénéfices réalisés depuis le dernier exercice comptable augmenté des bénéfices reportés et des réserves distribuables mais diminué des pertes reportées et des sommes à allouer à une réserve constituée en vertu de la loi.

Le solde peut être distribué aux associés par décision prise en assemblée générale des associés.

Le compte de prime d'émission peut être distribué aux associés par décision prise en assemblée générale des associés. L'assemblée générale des associés peut décider d'allouer tout montant de la prime d'émission à la réserve légale.

Art. 15. En cas de dissolution de la Société, la liquidation sera faite par un ou plusieurs liquidateurs, associés ou non, nommés par l'assemblée générale des associés qui fixera leurs pouvoirs et leurs rémunérations.

Art. 16. Si, et aussi longtemps qu'un associé réunit toutes les parts sociales de la Société, la Société sera une société unipersonnelle au sens de l'article 179 (2) de la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée; dans ce cas, les articles 200-1 et 200-2, entre autres, de la même loi sont applicables.

Art. 17. Pour tout ce qui n'est pas réglé par les présents statuts, les associés se réfèrent aux dispositions légales en vigueur.

Souscription et paiement

Les statuts de la Société ayant été ainsi établis par la partie comparante, celle-ci a souscrit et intégralement libéré les parts sociales comme suit:

Souscripteur	Nombre de parts sociales	Paiement
Quilvest & Partners	400	$ 20.000
Total:	400	$ 20.000

Preuve du paiement du prix de souscription a été donnée au notaire instrumentant.

Dépenses, Evaluation

Les frais, dépenses, rémunérations, charges sous quelque forme que ce soit, incombant à la Société du fait du présent acte sont évaluées à environ EUR 1.200,-.

Résolutions de l'associé unique

Et aussitôt, l'associé unique de la Société a pris les résolutions suivantes:

1. Le siège social de la Société est fixé au 84, Grand-Rue, L-1660 Luxembourg

2. Les personnes suivantes sont nommées gérants de la Société pour une durée indéterminée sous réserve des statuts de la Société:

- Michel Abouchalache, né le 31 octobre 1964 à Beyrouth (Liban), Group General Manager and Chief Executive Officer, Quilvest Private Equity, avec adresse professionnelle au 243 boulevard Saint Germain, Paris, France;

- Axelle Strain, née le 12 juin 1965 à Lausanne (Suisse), Managing Partner, Quilvest S.A., avec adresse professionnelle au 46 Albemarle Street, London W1S 4JN, United Kingdom;

- Daniel Dine, né le 12 mai 1971 à Thionville (France), Accounting and Administrative Manager, Quilvest Luxembourg Services S.A., avec adresse professionnelle au 84, Grand-Rue, L-1660 Luxembourg, Grand-Duché de Luxembourg;

- Jean-Benoît Lachaise, né le 16 avril 1965 à Villers-Semeuse (France), Secretary General and Group Controller, Quilvest S.A., avec adresse professionnelle au 84, Grand-Rue, L-1660 Luxembourg, Grand-Duché de Luxembourg; et

- Eric Triestini, né le 3 février 1973 à Longeville lès Metz, Manager, Quilvest Luxembourg Services S.A. avec adresse professionnelle au 84 Grand-Rue, L-1660 Luxembourg, Grand-Duché de Luxembourg.

Disposition transitoire

Le premier exercice social commence en date de la constitution et se terminera le 31 décembre 2012.

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

Le document ayant été lu au comparant, qui a requis que le présent acte soit rédigé en langue anglaise, ledit comparant a signé le présent acte avec Nous, notaire, qui avons une connaissance personnelle de la langue anglaise.

Le présent acte, rédigé en anglais, est suivi d'une traduction française. En cas de divergences entre la version anglaise et la version française, la version anglaise fera foi.

Signé: A. HÜBSCHER et C. WERSANDT.

Enregistré à Luxembourg A.C., le 16 août 2012. Relation: LAC/2012/38985. Reçu soixante-quinze euros (75,- EUR).

Le Receveur ff. (signé): C. FRISING.

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

Luxembourg, le 21 août 2012.

Référence de publication: 2012107640/302.

(120146540) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 août 2012.

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

Siège social: L-5367 Schuttrange, 64, rue Principale.

R.C.S. Luxembourg B 134.984.

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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.

Schuttrange, le 30 juillet 2012.

Référence de publication: 2012096389/10.

(120133077) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

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

Siège social: L-5367 Schuttrange, 64, rue Principale.

R.C.S. Luxembourg B 134.983.

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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.

Schuttrange, le 30 juillet 2012.

Référence de publication: 2012096391/10.

(120133078) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

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121 Bloor Street (Luxembourg) Holding S.A., Société Anonyme.

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

R.C.S. Luxembourg B 105.920.

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

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

Luxembourg, le 24 juillet 2012.

Référence de publication: 2012096392/10.

(120132384) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

3D-Temptation, Société à responsabilité limitée.

Siège social: L-6420 Echternach, 38, rue du Charly.

R.C.S. Luxembourg B 150.683.

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

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

Signature.

Référence de publication: 2012096394/10.

(120132090) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

7digital Europe, Société à responsabilité limitée.

Siège social: L-1212 Luxembourg, 15, rue des Bains.

R.C.S. Luxembourg B 162.321.

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

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

Signature.

Référence de publication: 2012096395/10.

(120132392) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

World Motors White S.C.A., Société en Commandite par Actions.

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

R.C.S. Luxembourg B 115.621.

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

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

Luxembourg, le 27 juillet 2012.

World Motors White S.C.A.

Virginie Boussard / Neil Smith

Administrateur A / Administrateur B

Référence de publication: 2012096383/13.

(120132035) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

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

Siège social: L-5367 Schuttrange, 64, rue Principale.

R.C.S. Luxembourg B 134.970.

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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.

Schuttrange, le 30 juillet 2012.

Référence de publication: 2012096384/10.

(120133075) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

Xansa S.A., Société Anonyme.

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

R.C.S. Luxembourg B 31.770.

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

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

Luxembourg, le 26 juillet 2012.

Référence de publication: 2012096385/10.

(120132537) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

York Global Finance II S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 120.097.

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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.

Signature.

Référence de publication: 2012096386/10.

(120132698) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

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

Siège social: L-5367 Schuttrange, 64, rue Principale.

R.C.S. Luxembourg B 134.971.

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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.

Schuttrange, le 30 juillet 2012.

Référence de publication: 2012096387/10.

(120133076) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

Alpha Wealth Management Luxembourg, Société Anonyme.

Siège social: L-7305 Steinsel, 7, In der Duerrwies.

R.C.S. Luxembourg B 140.354.

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Les comptes annuels au 31/12/2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2012096420/9.

(120133315) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

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g + p muller architectes S.àr.l., Société à responsabilité limitée.

Siège social: L-1343 Luxembourg, 1, Montée de Clausen.

R.C.S. Luxembourg B 52.294.

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Les comptes annuels au 31.12.2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2012096398/10.

(120132256) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

Wood Trader Exchange S.à r.l., Société à responsabilité limitée unipersonnelle.

Siège social: L-9980 Wilwerdange, 62, Géidgerweeg.

R.C.S. Luxembourg B 153.411.

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Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.

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

Diekirch, le 5 juillet 2012.

Référence de publication: 2012096380/10.

(120133183) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

Ymas International S.A., Société Anonyme.

Siège social: L-2449 Luxembourg, 5, boulevard Royal.

R.C.S. Luxembourg B 89.651.

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Le Bilan au 31.12.2011 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 23/7/2012. Signature.

Référence de publication: 2012096388/10.

(120132234) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

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

Siège social: L-2555 Luxembourg, 62, rue de Strassen.

R.C.S. Luxembourg B 21.580.

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

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

Pour WEEKEND S. à r.l.

Référence de publication: 2012096373/10.

(120132329) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

Alymere Investments S.à r.l., Société à responsabilité limitée.

Capital social: GBP 1.203.600,00.

Siège social: L-2520 Luxembourg, 9, allée Scheffer.

R.C.S. Luxembourg B 125.462.

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

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

Fait à Luxembourg, le 24 juillet 2012.

Certifié conforme et sincère

Pour la Société

Manfred Zisselsberger

Gérant

Référence de publication: 2012096422/14.

(120133270) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

AmTrust Captive Solutions Limited, Société Anonyme.

Siège social: L-2220 Luxembourg, 534, rue de Neudorf.

R.C.S. Luxembourg B 31.679.

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Les statuts coordonnés ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 20 juillet 2012.

Référence de publication: 2012096423/10.

(120132945) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

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

Siège social: L-5367 Schuttrange, 64, rue Principale.

R.C.S. Luxembourg B 134.968.

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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.

Schuttrange, le 30 juillet 2012.

Référence de publication: 2012096366/10.

(120133341) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

Votre Jardin S.à r.l., Société à responsabilité limitée.

Siège social: L-2414 Luxembourg, 33, rue Raspert.

R.C.S. Luxembourg B 84.896.

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

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

Signature.

Référence de publication: 2012096362/10.

(120132501) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

Vetina International S.A., Société Anonyme.

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

R.C.S. Luxembourg B 103.603.

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Les statuts coordonnés de la société 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 30 juillet 2012.

Référence de publication: 2012096354/10.

(120133110) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

Anticipy S.A., Société Anonyme.

Siège social: L-1330 Luxembourg, 44, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 160.862.

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Le bilan, le compte de profits et pertes et l'annexe au 31 décembre 2011, ainsi que les autres documents et informations qui s'y rapportent, enregistrés à Luxembourg, 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.

Pour ANTICIPY S.A.

Monsieur Adréas TARTORAS

Administrateur

Référence de publication: 2012096424/14.

(120132694) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

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

Siège social: L-1945 Luxembourg, 3, rue de la Loge.

R.C.S. Luxembourg B 144.728.

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

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

Signature.

Référence de publication: 2012096371/10.

(120132391) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

Wis Telecom S.à r.l., Société à responsabilité limitée.

Siège social: L-2220 Luxembourg, 560A, rue de Neudorf.

R.C.S. Luxembourg B 114.408.

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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: 2012096367/10.

(120132232) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

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

Siège social: L-1511 Luxembourg, 144, avenue de la Faïencerie.

R.C.S. Luxembourg B 139.345.

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

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

Pour VELOSOPHIE SARL

Référence de publication: 2012096351/10.

(120132328) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

Von Sanders A.G., Société Anonyme.

Siège social: L-5470 Wellenstein, 33, route de Mondorf.

R.C.S. Luxembourg B 98.277.

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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: 2012096347/10.

(120132350) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

Arcturus S.A., Société Anonyme.

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

R.C.S. Luxembourg B 62.978.

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EXTRAIT

En date du 27 juillet 2012, l'assemblée générale des actionnaires a pris les résolutions suivantes:

- La démission d'Elisabeth Maas, en tant qu'administrateur de la société, est acceptée avec effet immédiat.

- Freddy de Petter, avec adresse professionnelle au 15, rue Edward Steichen, L-2540 Luxembourg, est nommé administrateur de la société avec effet immédiat et ce jusqu'à l'assemblée générale des actionnaires qui se tiendra en 2015.

Pour extrait conforme.

Luxembourg, le 27 juillet 2012.

Référence de publication: 2012096491/14.

(120132027) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

Alelec, Société à responsabilité limitée.

Siège social: L-2542 Luxembourg, 92, rue des Sources.

R.C.S. Luxembourg B 152.056.

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

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

Signature.

Référence de publication: 2012096458/10.

(120132097) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

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

Siège social: L-6225 Altrier, 6, Beim Tumulus.

R.C.S. Luxembourg B 104.281.

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Les comptes annuels au 31/12/2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

MORBIN Nathalie.

Référence de publication: 2012096459/10.

(120132558) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

Alimede Luxembourg S.à.r.l., Société à responsabilité limitée.

Capital social: EUR 12.955,00.

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

R.C.S. Luxembourg B 128.645.

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

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

Luxembourg, le 17 juillet 2012.

Référence de publication: 2012096462/10.

(120133293) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

Almack S.A., Société Anonyme.

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

R.C.S. Luxembourg B 111.756.

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

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

Luxembourg, le 30 juillet 2012.
SANNE GROUP (Luxembourg) S.A.

Référence de publication: 2012096463/11.

(120132844) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

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

Siège social: L-7333 Steinsel, 50, rue des Prés.

R.C.S. Luxembourg B 48.944.

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Les comptes annuels au 31.12.2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

AREND & PARTNERS S.à r.l.
12, rue de la Gare
L-7535 MERSCH
Signature

Référence de publication: 2012096437/13.

(120132251) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

T.F. Investissements S.A., Société Anonyme.

Siège social: L-3225 Bettembourg, Z.I. Schéleck I.

R.C.S. Luxembourg B 124.064.

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Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Diekirch, le 5 juillet 2012.

Référence de publication: 2012096287/10.

(120133179) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

Spotify Technology S.A., Société Anonyme.

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

R.C.S. Luxembourg B 123.052.

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Le bilan et l'annexe au 31 décembre 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Pour la société

Référence de publication: 2012096268/10.

(120133045) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

Solaia Re S.à r.l., Société à responsabilité limitée.

Capital social: EUR 13.000,00.

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

R.C.S. Luxembourg B 134.805.

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Lors de l'assemblée générale annuelle tenue en date du 2 juillet 2012, les associés ont pris les décisions suivantes:

- acceptation de la démission d'Alan DUNDON, avec adresse professionnelle au 5, rue Guillaume Kroll L-1882 Luxembourg, de son mandat de Gérant, avec effet au 2 juillet 2012

- nomination de Diana KON KAM KING, avec adresse professionnelle au 5, rue Guillaume Kroll, L-1882 Luxembourg, au mandat de Gérant, avec effet au 2 juillet 2012 et pour une durée indéterminée

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 9 juillet 2012.

Référence de publication: 2012096260/15.

(120131944) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

Symas S.A., Société Anonyme.

Siège social: L-5540 Remich, 28, rue de la Gare.

R.C.S. Luxembourg B 65.375.

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

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

Pour SYMAS S.A.

Référence de publication: 2012096284/10.

(120132325) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

T&F Luxembourg S.A., Société Anonyme.

Siège social: L-1330 Luxembourg, 48, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 152.573.

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

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 27 juillet 2012.

Référence de publication: 2012096288/10.

(120132277) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

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

Siège social: L-5367 Schuttrange, 64, rue Principale.

R.C.S. Luxembourg B 134.981.

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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.
Schuttrange, le 30 juillet 2012.

Référence de publication: 2012096291/10.

(120133072) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

Tinsel Group S.A., Société Anonyme.

Siège social: L-1746 Luxembourg, 2, rue Joseph Hackin.

R.C.S. Luxembourg B 121.180.

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Les statuts coordonnés ont été déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 20 juillet 2012.

Référence de publication: 2012096305/10.

(120132908) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

Tredief S.A., Société Anonyme.

Siège social: L-2330 Luxembourg, 128, boulevard de la Pétrusse.

R.C.S. Luxembourg B 46.185.

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Les comptes annuels, les comptes de Profits et Pertes ainsi que les Annexes de l'exercice cloturant en 31/12/2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

L'Organe de Gestion

Référence de publication: 2012096316/11.

(120132886) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2012.

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