

MEMORIAL

Journal Officiel
du Grand-Duché de
Luxembourg



MEMORIAL

Amtsblatt
des Großherzogtums
Luxemburg

RECUEIL DES SOCIÉTÉS ET ASSOCIATIONS

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

C — N° 2652

27 octobre 2012

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Marny Investissement S.A., Société Anonyme.

Siège social: L-2535 Luxembourg, 16, boulevard Emmanuel Servais.
R.C.S. Luxembourg B 146.767.

Messieurs les actionnaires sont convoqués par le présent avis à

l'ASSEMBLEE GENERALE ORDINAIRE

qui se tiendra le 20 novembre 2012 à 09.00 heures au siège social avec l'ordre du jour suivant:

Ordre du jour:

1. lecture du rapport de gestion du Conseil d'Administration et du rapport du Commissaire aux Comptes portant sur l'exercice se clôturant au 30 juin 2012;
2. approbation des comptes annuels au 30 juin 2012;
3. affectation des résultats au 30 juin 2012;
4. vote spécial conformément à l'article 100, de la loi modifiée du 10 août 1915 sur les sociétés commerciales;
5. décharge aux Administrateurs et au Commissaire aux Comptes;
6. divers.

Le Conseil d'Administration.

Référence de publication: 2012133586/10/18.

Eurodel S.A., Société Anonyme.

Siège social: L-2535 Luxembourg, 16, boulevard Emmanuel Servais.
R.C.S. Luxembourg B 66.203.

Messieurs les actionnaires sont convoqués par le présent avis à

l'ASSEMBLEE GENERALE ORDINAIRE

qui se tiendra le 20 novembre 2012 à 11.00 heures au siège social avec l'ordre du jour suivant:

Ordre du jour:

1. lecture du rapport de gestion du Conseil d'Administration et du rapport du Commissaire aux Comptes portant sur l'exercice se clôturant au 30 juin 2012;
2. approbation des comptes annuels au 30 juin 2012 ;
3. affectation du résultat au 30 juin 2012;
4. vote spécial conformément à l'article 100, de la loi modifiée du 10 août 1915 sur les sociétés commerciales;
5. décharge aux Administrateurs et au Commissaire aux Comptes;
6. divers.

Le Conseil d'Administration.

Référence de publication: 2012133587/10/18.

Aladino S.A., Société Anonyme.

Siège social: L-1526 Luxembourg, 23, Val Fleuri.
R.C.S. Luxembourg B 65.102.

Les actionnaires de la société ALADINO S.A. (la "Société") sont par la présente invités à assister à

l'ASSEMBLEE GENERALE EXTRAORDINAIRE

DES ACTIONNAIRES de la société qui sera tenue le 13 novembre 2012 à 9h30 au 163, rue du Kiem, L-8030 Strassen, afin de se prononcer sur l'ordre du jour suivant:

Ordre du jour:

1. Transfert du siège social de la Société du 23, Val Fleuri, L-1526 Luxembourg, au 163, rue du Kiem, L-8030 Strassen, Grand-Duché de Luxembourg, avec effet immédiat et insertion de la possibilité pour le conseil d'administration de transférer le siège de la Société à tout autre endroit dans les limites de la commune du siège social. Modification subséquente de l'article deux (2), premier alinéa, ainsi que de l'article six (6), premier alinéa des statuts de la Société avec même effet;
2. Mise à jour des statuts afin d'y intégrer les modifications apportées par la loi du 25 août 2006 à la loi du 10 août 1915 concernant les sociétés commerciales et modification subséquente de l'article huit (8), premier alinéa et de l'article treize (13) des statuts de la Société;
3. Octroi du pouvoir au conseil d'administration d'adopter des résolutions circulaires et modification subséquente de l'article neuf (9) des statuts de la Société;

4. Suppression du capital autorisé et modification subséquente de l'article quatre (4) des statuts de la Société;
5. Acceptation de la démission de M. Romain Thillens, décharge et nomination de son remplaçant;
6. Divers.

L'Assemblée Générale Extraordinaire sera suivie par une:

ASSEMBLEE GENERALE ORDINAIRE

de la société qui sera tenue de façon exceptionnelle au même lieu et avec l'ordre du jour suivant:

Ordre du jour:

1. Rapport et approbation du report de la date de l'Assemblée Générale Ordinaire dont l'objet est l'approbation des comptes annuels établis au 31 décembre 2010 et au 31 décembre 2011. Renonciation aux délais de mise à disposition des documents relatifs aux comptes prévus par la loi;
2. Présentation et approbation des rapports de gestion et d'audit du commissaire aux comptes portant sur les exercices clos au 31 décembre 2010 et 31 décembre 2011.
3. Approbation des bilans établis les 31 décembre 2010 et 31 décembre 2011 et des comptes de résultats y afférents; affectation des résultats.
4. Décharge des administrateurs et du commissaire aux comptes pour l'exercice de leur mandat pendant les exercices clos au 31 décembre 2010 et au 31 décembre 2011.
5. Délibération et décision sur la dissolution éventuelle de la société conformément à l'article 100 de la loi coordonnée du 10 août 1915 sur les sociétés commerciales.
6. Divers.

Il est rappelé aux actionnaires que pour des raisons techniques, ils ne peuvent assister à l'assemblée générale par visioconférence. Ils peuvent cependant donner procuration pour se faire représenter à l'assemblée générale.

Le Conseil d'Administration.

Référence de publication: 2012139058/43.

Voguet S.A., Société Anonyme.

Siège social: L-2535 Luxembourg, 16, boulevard Emmanuel Servais.

R.C.S. Luxembourg B 146.766.

Messieurs les actionnaires sont convoqués par le présent avis à

l'ASSEMBLEE GENERALE ORDINAIRE

qui se tiendra le *20 novembre 2012* à 09.30 heures au siège social avec l'ordre du jour suivant:

Ordre du jour:

1. lecture du rapport de gestion du Conseil d'Administration et du rapport du Commissaire aux Comptes portant sur l'exercice se clôturant au 30 juin 2012;
2. approbation des comptes annuels au 30 juin 2012;
3. affectation des résultats au 30 juin 2012;
4. décharge aux Administrateurs et au Commissaire aux Comptes;
5. divers.

Le Conseil d'Administration.

Référence de publication: 2012136312/10/17.

Accenture SCA, Société en Commandite par Actions.

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

R.C.S. Luxembourg B 79.874.

The shareholders of Accenture SCA, a Luxembourg partnership limited by shares (société en commandite par actions) registered with the Luxembourg Trade and Companies Register (Registre de Commerce et des Sociétés) under the number B 79874, with registered and principal executive offices at 46A, avenue J.F. Kennedy L-1855 Luxembourg ("Accenture SCA"), are cordially invited to attend the

ANNUAL GENERAL MEETING

which will be held on *November 15, 2012*, at 12.00 noon, local time, at the offices of Allen & Overy Luxembourg at 33, avenue J.F. Kennedy, L-1855 Luxembourg (the "Annual General Meeting") with the following agenda:

Agenda:

1. Presentation of (i) the report on the annual accounts issued by Accenture plc, the general partner of Accenture SCA, and (ii) the report of the external auditor (réviseur d'entreprises agréé) of Accenture SCA for the year ended August 31, 2012;

2. Approval of (i) the balance sheet, (ii) the profit and loss accounts and (iii) the notes to the accounts of Accenture SCA as of and for the year ended August 31, 2012;
3. Allocation of the results of Accenture SCA as of and for the year ended August 31, 2012, declaration of a cash dividend in a per share amount of USD \$ 0.81 to each holder of a Class I common share of Accenture SCA of record as of October 9, 2012 and authorization to the general partner of Accenture SCA to determine any applicable terms in respect of the payment of the dividend;
4. Authorization and granting of power to the general partner of Accenture SCA to pay up to EUR 600 million taken from the distributable reserves of Accenture SCA as interim dividends between November 15, 2012 and November 14, 2013 in accordance with the last paragraph of article 19 of Accenture SCA's articles of association;
5. Discharge of the duties of the general partner of Accenture SCA in connection with the year ended August 31, 2012;
6. Re-appointment of KPMG S.à r.l. as the external auditor of Accenture SCA on a stand-alone basis for the year ending August 31, 2013, subject to approval by the Audit Committee of the general partner of Accenture SCA of the engagement of KPMG S.à r.l. as the external auditor of Accenture SCA, in satisfaction of the Luxembourg law requirement that Accenture SCA's shareholders appoint a supervisory board or external auditor of Accenture SCA's annual accounts; and
7. Re-appointment of KPMG LLP as the independent auditor of Accenture SCA on a consolidated basis with its subsidiaries for the year ending August 31, 2013, subject to approval by the Audit Committee of the general partner of Accenture SCA of the engagement of KPMG LLP as the independent auditor of Accenture SCA.

Shareholders may obtain, free of charge, copies of (a) the stand-alone (i) balance sheet, (ii) profit and loss accounts and (iii) notes to the accounts of Accenture SCA for the year ended August 31, 2012, (b) the list of securities held by Accenture SCA, (c) the list of shareholders, if any, who have not fully paid up their shares with an indication of the number of shares and their contact details, (d) the report of the general partner of Accenture SCA, (e) the report of the external auditor of Accenture SCA and (f) the consolidated accounts of Accenture SCA by making a written request to Accenture plc c/o Accenture, 161 N. Clark Street, Chicago, IL 60601, United States of America, Attention: Secretary or at Accenture SCA's registered office at 46A, avenue J.F. Kennedy L-1855 in Luxembourg.

The general partner of Accenture SCA has fixed 11.59 p.m., local time in Luxembourg on October 9, 2012 as the record date for the determination of shareholders entitled to notice of, and to vote at, the Annual General Meeting. This means that only those persons who were registered holders in Luxembourg of Accenture SCA Class I common shares at such time on that date will be entitled to receive notice of the Annual General Meeting and to attend and vote at the Annual General Meeting.

Dated: October 27, 2012.
ACCENTURE PLC,
acting as general partner of Accenture SCA

Référence de publication: 2012140517/5499/51.

Gand Real Estate S.A., Société Anonyme.

Siège social: L-1746 Luxembourg, 1, rue Joseph Hackin.

R.C.S. Luxembourg B 141.779.

L'Assemblée Générale Extraordinaire du 25 octobre 2012 n'ayant pas pu délibérer valablement, le quorum prévu par la loi n'ayant pas été atteint

Mesdames et Messieurs les actionnaires sont priés d'assister à

L'ASSEMBLEE GENERALE EXTRAORDINAIRE

qui se tiendra le jeudi 29 novembre 2012 à 11.30 heures au siège social avec pour

Ordre du jour:

1. Mise en liquidation de la société
2. Nomination du liquidateur

Pour assister ou être représentés à cette assemblée, Mesdames et Messieurs les actionnaires sont priés de déposer leurs titres cinq jours francs avant l'Assemblée au siège social.

Le Conseil d'Administration.

Référence de publication: 2012140519/755/17.

Fortilux S.A., Société Anonyme.

Siège social: L-1471 Luxembourg, 412F, route d'Esch.
R.C.S. Luxembourg B 30.833.

Le quorum requis par l'article 67-1 de la loi modifiée du 10 août 1915 sur les sociétés commerciales n'ayant pas été atteint lors de l'Assemblée Générale Statutaire tenue le 3 octobre 2012, l'assemblée n'a pas pu statuer sur l'ordre du jour.

Les actionnaires sont convoqués par le présent avis à

L'ASSEMBLEE GENERALE EXTRAORDINAIRE

qui aura lieu le 29 novembre 2012 à 15.00 heures au siège social, avec l'ordre du jour suivant:

Ordre du jour:

- Délibération et décision sur la dissolution éventuelle de la société conformément à l'article 100 de la loi modifiée du 10 août 1915 sur les sociétés commerciales.

Les décisions sur l'ordre du jour seront prises quelle que soit la portion des actions présentes ou représentées et pour autant qu'au moins les deux tiers des voix des actionnaires présents ou représentés se soient prononcés en faveur de telles décisions.

Le Conseil d'Administration.

Référence de publication: 2012140518/795/19.

Franmar Holding S.A., Société Anonyme.

Siège social: L-2535 Luxembourg, 16, boulevard Emmanuel Servais.
R.C.S. Luxembourg B 28.155.

Messieurs les actionnaires sont convoqués par le présent avis à

L'ASSEMBLEE GENERALE ORDINAIRE

qui se tiendra le 7 novembre 2012 à 10.00 heures au siège social avec l'ordre du jour suivant:

Ordre du jour:

1. lecture du rapport de gestion du Conseil d'Administration et du rapport du Commissaire aux Comptes portant sur l'exercice se clôturant au 30 juin 2012;
2. approbation des comptes annuels au 30 juin 2012;
3. affectation des résultats au 30 juin 2012;
4. vote spécial conformément à l'article 100, de la loi modifiée du 10 août 1915 sur les sociétés commerciales;
5. décharge aux Administrateurs et au Commissaire aux Comptes;
6. divers.

Le Conseil d'Administration.

Référence de publication: 2012131112/10/18.

CNPV Solar Power S.A., Société Anonyme Soparfi.

Siège social: L-8030 Strassen, 163, rue du Kiem.
R.C.S. Luxembourg B 139.925.

The shareholders of CNPV Solar Power SA (the "Company") are hereby kindly invited to attend the

ORDINARY GENERAL MEETING

of shareholders of the Company which will be held on November 5, 2012 at 10.00 a.m. at the registered office of the Company, to act on the agenda set forth hereunder.

Agenda:

1. Consider to approve that CNPV Solar Power Group LTD transfers 50.38% of the shareholding of CNPV Dongying Solar Power Co. Ltd to a state-controlled company, with purchase price being 10 million USD and government support in company future financing guarantee and favourable policy support to CNPV Dongying.
2. Consider to approve that CNPV Solar Power Group LTD signs all the documents related to the 50.38% shareholding of CNPV Dongying Solar Power Co. Ltd being transferred to a state-controlled company, including all the related contracts and agreements.
3. Consider to approve that the board members of CNPV Dongying Solar Power Co Ltd are to be re-elected led by the local government.
4. Miscellaneous.

It is reminded to the shareholders that for technical reasons, they may not attend the general meeting by way of videoconference. They may however appoint a proxy to represent them at the meeting.

The Board of Directors.

Référence de publication: 2012134842/771/23.

Langerheights S.A., Société Anonyme.

Siège social: L-8030 Strassen, 163, rue du Kiem.

R.C.S. Luxembourg B 118.194.

Messieurs les actionnaires sont priés d'assister à

l'ASSEMBLEE GENERALE ORDINAIRE

des actionnaires qui aura lieu de façon exceptionnelle le 5 novembre 2012 à 15.00 heures au siège social de la société avec l'ordre du jour suivant:

Ordre du jour:

1. Constatation et approbation du report de la date de l'Assemblée Générale Ordinaire ayant pour objet d'approuver les comptes annuels de l'exercice clôturé au 31 décembre 2011.
2. Présentation et approbation du rapport de contrôle du Commissaire relatif à l'exercice clôturé au 31 décembre 2011.
3. Approbation du bilan arrêté au 31 décembre 2011 et du compte de profits et pertes y relatif; affectation du résultat.
4. Décharge aux Administrateurs et au Commissaire pour l'exercice de leur mandat durant l'exercice clôturé au 31 décembre 2011.
5. Nominations Statutaires.
6. Divers.

Pour prendre part à cette assemblée, Messieurs les actionnaires sont priés de déposer leurs actions au porteurs cinq jours francs au moins avant la date de la réunion de l'Assemblée Générale Ordinaire au 163, rue du Kiem à Strassen.

Le Conseil d'Administration.

Référence de publication: 2012134844/771/23.

Abelton Invest S.A., Société Anonyme.

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

R.C.S. Luxembourg B 121.731.

The Shareholders are hereby convened to attend the

ANNUAL GENERAL MEETING

which will be held on *November 5, 2012* at 11.00 a.m. at the registered office, with the following agenda:

Agenda:

1. Management report of the Board of Directors and report of the Statutory Auditor
2. Approval of the annual accounts and allocation of the results as at June 30, 2012
3. Ratification of a co-option of a Director
4. Discharge of the Directors and Statutory Auditor
5. Statutory Appointments
6. Miscellaneous.

The Board of Directors.

Référence de publication: 2012135562/795/17.

Eucalyptus, Société Anonyme.

Siège social: L-1526 Luxembourg, 23, Val Fleuri.

R.C.S. Luxembourg B 54.769.

Messieurs les actionnaires sont priés d'assister à

l'ASSEMBLEE GENERALE ORDINAIRE

des actionnaires qui aura lieu exceptionnellement au 163, rue du Kiem, L-8030 Strassen le 5 novembre 2012 à 10.30 heures avec l'ordre du jour suivant:

Ordre du jour:

1. Constatation et approbation du report de la date de l'Assemblée Générale Ordinaire ayant pour objet d'approuver les comptes annuels de l'exercice clôturé au 31 décembre 2011.

2. Présentation et approbation du rapport de contrôle du Commissaire relatif à l'exercice clôturé au 31 décembre 2011.
3. Approbation du bilan arrêté au 31 décembre 2011 et du compte de profits et pertes y relatif; affectation du résultat.
4. Décharge aux Administrateurs et au Commissaire pour l'exercice de leur mandat durant l'exercice clôturé au 31 décembre 2011.
5. Nominations Statutaires.
6. Divers.

Pour prendre part à cette assemblée, Messieurs les actionnaires sont priés de déposer leurs actions au porteur cinq jours francs au moins avant la date de la réunion de l'Assemblée Générale Ordinaire au 163, rue du Kiem à Strassen (Grand-Duché de Luxembourg).

Le Conseil d'Administration.

Référence de publication: 2012134845/771/24.

Braci Holding S.A., Société Anonyme.

Siège social: L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 85.100.

Mesdames et Messieurs les actionnaires sont priés d'assister à une

ASSEMBLEE GENERALE ORDINAIRE

qui se tiendra le 5 novembre 2012 à 13.00 heures au siège social, avec l'ordre du jour suivant:

Ordre du jour:

1. Examen du rapport du commissaire.
2. Approbation des comptes annuels au 31 décembre 2011.
3. Affectation des résultats au 31 décembre 2011.
4. Décharge aux administrateurs et au commissaire quant à l'exercice sous revue.
5. Décision sur la dissolution de la société conformément à l'article 100 de la loi modifiée du 10 août 1915 sur les sociétés commerciales.
6. Divers.

Le Conseil d'Administration.

Référence de publication: 2012135563/29/18.

LBBW Alpha Stable, Société d'Investissement à Capital Variable.

Siège social: L-5365 Munsbach, 1C, rue Gabriel Lippmann.

R.C.S. Luxembourg B 124.454.

Die Aktionäre sind eingeladen, an der

AUSSERORDENTLICHEN GENERALVERSAMMLUNG

der SICAV teilzunehmen, die am 7. November 2012 um 14.30 Uhr in den Geschäftsräumen der LRI INVEST S.A., 1C, rue Gabriel Lippmann, L-5365 Munsbach, mit der folgenden Tagesordnung stattfindet:

Tagesordnung:

1. Beschluss der Auflösung der SICAV
2. Ernennung der LRI Invest S.A., vertreten durch Herrn Markus Gierke und Frau Alexandra Beining, zum Liquidator
3. Ernennung von PricewaterhouseCoopers S.à r.l. zum Abschlussprüfer der Liquidation
4. Sonstiges

Die außerordentliche Gesellschafterversammlung ist beschlussfähig, wenn ein Anwesenheitsquorum von 50 Prozent der ausgegebenen Aktien vertreten ist. Ein Beschluss wird ordnungsgemäß gefasst, sofern eine Mehrheit von zwei Dritteln der Stimmen der anwesenden oder vertretenen Aktionäre für den Beschluss stimmt. Für den Fall, dass anlässlich der außerordentlichen Gesellschafterversammlung das oben genannte Quorum nicht erreicht wird, wird eine zweite außerordentliche Gesellschafterversammlung an der gleichen Adresse einberufen, gemäß den Bestimmungen des luxemburgischen Rechts, um über die auf der o.a. Tagesordnung stehenden Punkte zu beschließen. Anlässlich dieser Versammlung ist kein Anwesenheitsquorum verlangt und die Beschlüsse werden mit einer zwei Drittel (2/3) Mehrheit der Stimmen der anwesenden oder der vertretenen Aktionäre getroffen.

Im Einklang mit Artikel 12 (f) der Satzung der SICAV ist die Ausgabe und die Rücknahme von Aktien ab dem 18. Oktober 2012, d.h. am Tag der Veröffentlichung der ersten Einladung zur außerordentlichen Gesellschafterversammlung eingestellt. Die Nettoinventarwertberechnung wird gemäß Satzung der SICAV ab dem 18. Oktober 2012 (Bewertungstag) vorläufig eingestellt.

Die Aktionäre, die an der Gesellschafterversammlung teilnehmen möchten, werden aus organisatorischen Gründen gebeten, die SICAV mindestens fünf Kalendertage vor dem 7. November 2012 schriftlich (per Brief oder Vollmacht) davon in Kenntnis zu setzen.

Der Verwaltungsrat.

Référence de publication: 2012135566/2501/31.

AltiCrest S.C.A., SICAV-SIF, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

Siège social: L-1528 Luxembourg, 2, boulevard de la Foire.

R.C.S. Luxembourg B 172.116.

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STATUTES

In the year two thousand and twelve, on the twenty-fifth day of September,
Before the undersigned Maître Roger ARRENSDORFF, notary residing in Luxembourg, Grand Duchy of Luxembourg,

There appeared:

Tanguy Lestang, born on 20 April 1970 in Saigon, Vietnam, with professional address at 64 Paul Street, EC2A 4NG, London, United Kingdom, and

AltiCrest S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée), having its registered office at 51, Route de Thionville, L-2611 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg register of commerce and companies under number B166.525 (the "General Partner"), hereby represented by Tanguy Lestang, manager, with professional address in Luxembourg, Grand Duchy of Luxembourg by virtue of a proxy given under private seal on 25 september 2012, which initialled ne varietur by the appearing person and the undersigned notary, will remain annexed to the present deed to be filed at the same time with the registration authorities.

The aforementioned parties are referred to hereafter as the "Shareholders".

The appearing parties, acting in the above stated capacities, have required the undersigned notary to enact the deed of incorporation of a corporate partnership limited by shares (Société en Commandite par Actions (S.C.A.)), qualifying as an investment company with variable share capital (Société d'Investissement à Capital Variable (SICAV)), established as a specialised investment fund (Fonds d'Investissement Spécialise (SIF)), the articles of incorporation of which shall be read as follows:

ARTICLES OF INCORPORATION

Preliminary title- definitions

"1915 Law"

The Luxembourg law dated 10 August 1915 on commercial companies as amended or supplemented from time to time.

"2007 Law"

The Luxembourg law dated 13 February 2007 governing specialized investment funds, as amended or supplemented from time to time.

"Administrative Agent"

Any administrative agent appointed by the General Partner from time to time.

"Aggregate Commitments"

Total Commitments of Limited Shareholders in aggregate to a particular Sub-Fund from time to time, excluding the Commitment of any Defaulting Shareholder as set forth in the Placement Memorandum and in the relevant Appendix.

"Appendix"

The relevant appendix of the Placement Memorandum specifying the terms and conditions of a specific Sub-Fund.

"Articles"

The articles of association of the Company, as amended from time to time.

"Board"

The board of managers of the General Partner.

"Business Day"

A day on which commercial banks are generally opened for business in Luxembourg, Grand-Duchy of Luxembourg, unless otherwise stated.

"Capital Call"

The request by the General Partner on behalf of a particular Sub-Fund to each Limited Shareholder, delivered through a Capital Call Notice, requiring the payment of the amount specified therein to be contributed to the Sub-Fund by way of subscription for Investor Shares.

"Capital Call Notice"

A notice issued by the General Partner on behalf of a particular Sub-Fund to each Limited Shareholder, requesting the payment of the amount specified therein to be contributed to the Sub-Fund by way of subscription for Investor Shares.

"Class" or "Classes"

Any class of Shares issued by any of the Sub-Funds and any further classes of Investor Shares issued by any of the Sub-Funds.

"Closing Date"

In respect of a particular Sub-Fund, the date (or dates) determined by the General Partner on or prior to which subscription agreements have to be received and accepted by the General Partner, as further described in the relevant Appendix.

"Commitment"

The total investment which each Limited Shareholder has irrevocably agreed to make in a specific Sub-Fund, which will be called by the General Partner from time to time. A Commitment will become a fully funded Commitment when it has been drawn down and the relevant amounts paid in full.

"Cut-Off Time"

The deadline, as specified for each Sub-Fund in the relevant Appendix, before which applications for subscription, redemption or conversion of Investor Shares of any Class in any Sub-Fund must be received by the Registrar and Transfer Agent in order to be dealt with on the following Valuation Day.

"Defaulted Redeemable Shares"

Fully paid Investor Shares registered in the name of a Defaulting Limited Shareholder that may, in case of default, be subject to a compulsory redemption in accordance with the relevant provisions of these Articles, as described in the Placement Memorandum.

"Defaulting Limited Shareholder"

Limited Shareholder that is in default of payment, as further described in the Placement Memorandum.

"Depositary"

Any depositary bank appointed by the General Partner from time to time.

"Eligible Investor"

Limited Shareholders that are Institutional Investors, Professional Investors and/or Well Informed Investors within the meaning of article 2 of the 2007 Law, who have signed and returned a Subscription Agreement to the Administrative Agent (for the avoidance of doubt, the term includes, where appropriate, the Shareholders).

"Equalization Interest"

An equalization subscription commission which might be applicable in a specific Sub-Fund and which shall correspond to an interest that is applied to the price of Investor Shares subscribed after the Initial Closing Date, as further described in the Placement Memorandum and as disclosed in the relevant Appendix.

"Euro' or "EUR"

The lawful currency of the participating Member States of the European Monetary Union.

"Final Closing Date"

In respect of a particular Sub-Fund, the date on which the Investment Period ends (or if such date is not a Business Day, the next Business Day), as indicated in the relevant Appendix.

"Final Removal"

The date on which the final removal of the General Partner, solely on the grounds mentioned hereinafter, is approved during a extraordinary general meeting of the Shareholders by a majority of two thirds (2/3) of the votes cast of the Limited Shareholders representing at least a quorum of 50% of the share capital, in front of a Luxembourg notary, which decision shall be effective immediately.

"Financial Year"

A financial period of the Company commencing on 1 July and ending on 30 June of each calendar year. The Company's first Financial Year shall begin on the incorporation of the Company and end on 30 June 2013.

"For Cause Removal"

Means the removal of the General Partner in accordance with the causes and procedures set forth in these Articles and in the Placement Memorandum.

"General Partner"

AltiCrest S.á r.l., the unlimited shareholder (associé gérant commandite) of the Company, a company incorporated under the laws of Luxembourg acting as the general partner and responsible for the management of the Company.

"Indemnified Person"

The General Partner, its affiliates, any Associate of the General Partner, the Investment Advisor and its affiliates, each member of the Investment Committee, any Committee Indemnified Person, any persons nominated by the Company,

the General Partner or any Associate of the General Partner to be director (or equivalent) of any portfolio company, and each officer, director, shareholder, partner, agent, member or employee of the General Partner or the Investment Advisor and its affiliates.

"Initial Closing Date"

The last Business Day of the Initial Offering Period, as specified for each class of any Sub-Fund on the relevant Appendix.

"Initial Offering Period"

With respect to each Class of each Sub-Fund as specified in the relevant Appendix, the period during which Shares are offered for subscription at the Initial Issue Price, starting from the first offering and ending on the Closing Date.

"Initial Limited Shareholders"

In respect of a specific Sub-Fund, the Limited Shareholders whose Commitments have been accepted with respect to the Initial Closing Date.

"Institutional Investor"

A Limited Shareholder who qualifies as an institutional investor within the meaning of article 2 of the 2007 Law and the guidelines or recommendations issued by the Luxembourg regulatory authority from time to time.

"Investment Advisor"

Any investment advisor appointed by the General Partner from time to time for a particular Sub-Fund and disclosed in the relevant Appendix.

"Investment"

Any acquisition or investment made in, or to facilitate the acquisition of or investment in, a body corporate or a business (or part thereof) directly or indirectly by a particular Sub-Fund acting on its own or with other investors.

"Investor Shares"

Any Class of Shares issued by the relevant Sub-Fund pursuant to these Articles and to the Placement Memorandum, except the Management Share.

"Issue Price"

The Net Asset Value increased by the Equalization Interest and any other applicable fees.

"Limited Shareholders"

Holders of Investor Shares, provided that upon assignment of the Investor Shares of any Limited Shareholder, an assignee of such Limited Shareholder which has been admitted as a substituted Limited Shareholder shall be a Limited Shareholder in place and stead of its assignor to the extent of the Investor Shares so assigned.

"Management Fee"

The service fee paid to the General Partner or its designee in consideration for the management services performed for the benefit of a particular Sub-Fund, as specified in the relevant Appendix.

"Management Share"

The management share held by the General Partner in a capacity as associé-gérant commandite of the Company.

"Net Asset Value" or "NAV"

The net asset value of each Sub-Fund, each Class and each Share as determined pursuant to Article 16 of these Articles and to the Placement Memorandum.

"Performance Period"

With respect to any particular Sub-Fund, the period during which performance is measured on which performance fees and/or equivalent performance fees are calculated and payable as described in each Appendix of the Placement Memorandum.

"Placement Memorandum"

The placement memorandum of the Company, as amended or supplemented from time to time.

"Professional Investor"

An investor who qualify as professional investor under Annex II of Directive 2004/39/EC on investment services and regulated markets as amended.

"Prohibited Person"

Any person, firm, partnership or corporate body, if in the sole opinion of the Board such holding may be detrimental to the interests of the existing Shareholders or of the Company, if it may result in a breach of any law or regulation, whether Luxembourg or otherwise, or if as a result thereof the Company may become exposed to tax disadvantages, fines or penalties that it would not have otherwise incurred; the term "Prohibited Person" includes any person, firm, partnership or corporate body, which does not meet the definition of Well-Informed Investors as described below

"Redemption Day"

The Business Day on which redemption requests are accepted by the Company following a Valuation Day for each relevant Class of Share of a Sub-Fund as specified in the relevant Appendix to the Placement Memorandum and such

other day or days as the Board may determine in their absolute discretion from time to time on a case by case basis or generally.

"Redemption Notice"

In respect of a particular Sub-Fund, the notice delivered by the General Partner to the Defaulting Limited Shareholder with respect to the redemption of Defaulted Redeemable Shares for the Redemption Price. A minimum notice period for making a redemption request as further detailed for the respective Classes of Shares of a Sub-Fund in the relevant Appendix.

"Redemption Price"

The price at which the Shares in each Sub-Fund specified in the Redemption Notice shall be redeemed.

"Reference Currency"

The currency in which each Sub-Fund or the currency in which each Class is denominated.

"Registrar and Transfer Agent"

Any agent selected from time to time by the General Partner to perform all registrar and transfer agency duties required by Luxembourg law.

"Share" or "Shares"

Shares issued in any Classes or any Sub-Fund, pursuant to these Articles and to the Placement Memorandum.

"Shareholder"

The registered holders of Shares issued by any Sub-Fund from time to time.

"Sub-Fund" or "Sub-Funds"

Any sub-fund of the Company established by the Company in accordance with the Placement Memorandum, the relevant Appendix and these Articles.

"Subscription Agreement"

The agreement among the Shareholders and the Company with respect to the subscription of Shares.

"Subscription Day"

The Business Day on which subscription requests are accepted by the Company following a Valuation Day, and subject to a notice period, for each relevant Class of Share of a Sub-Fund as specified in the relevant Appendix to the Placement Memorandum and such other day or days as the Board may determine in their absolute discretion from time to time on a case by case basis or generally

"Subsequent Closings"

A Closing which occurs after the Initial Closing Date and prior to the Final Closing Date, as specified for each class of any Sub-Fund on the relevant Appendix.

"Subsequent Limited Shareholder's

Initial Capital Contribution"

In respect of a Sub-Fund, the payment by Limited Shareholders for Investor Shares at any Subsequent Closing of the same percentage of the Commitment which has already been drawn down from previously admitted Limited Shareholders.

"US Dollar" or "USD"

The lawful currency of the United States of America.

"Valuation Day"

Each Business Day which is designated by the General Partner as being a day by reference to which the assets of each Sub-Fund shall be valued, as it is stipulated in the relevant Appendix to the Placement Memorandum.

"Well-informed Investors"

Has the meaning ascribed to it in the Law of 2007, and includes:

- i. Institutional investors;
- ii. Professional investors, being those investors who are, in accordance with Luxembourg laws and regulations, deemed to have the experience, knowledge and expertise to make their own investment decisions and properly assess the risk they incur; and
- iii. Any other well-informed investor who fulfils the following conditions:
 - (a) has declared in writing his adhesion to the status of well-informed investor; and (b) (i) invests a minimum of EUR 125,000. in the Company; or (ii) has obtained a an assessment from a credit establishment as defined in the directive 2006/48/CE, from an investment firm as defined in directive 2004/39/CE, or from a management company as defined in directive 2001/107/CE, certifying his expertise, his experience and his knowledge to appraise in an appropriate manner an investment in the Company.

"Without Cause Removal"

Means the removal of the General Partner in accordance with the procedures set forth in these Articles and in the Placement Memorandum.

"Wholly Owned Subsidiary"

Means any company or entity in which the Company has a one hundred per cent (100%) ownership interest.

Chapter I - Form, Name, Term, Object, Registered office

Art. 1. Name and Form.

1.1 There exists among the existing shareholders and those who may become owners of shares in the future, a company in the form of a limited partnership by shares (société en commandite par actions) with variable capital qualifying as a société d'investissement à capital variable - fonds d'investissement spécialisé under the name of "AltiCrest S.C.A., SICAV-SIF" (hereinafter the "Company").

1.2 The Company shall be governed by the 2007 Law and the 1915 Law.

Art. 2. Term. The Company is established for an unlimited period. It may be dissolved upon proposition of the General Partner, by a decision of the general meeting of Shareholders, as further described in article 30 of these Articles. The General Partner may establish Sub-Fund(s) for a limited or unlimited duration, as specified for each Sub-Fund in the Placement Memorandum issued by the Company, as amended from time to time.

Art. 3. Object.

3.1 The purpose of the Company is to invest the funds raised from its investors in a pool of securities and undertakings for collective investment with the aim of spreading the investment risks and providing to its Shareholders the results of management of its portfolio within the widest meaning as permitted under the 2007 Law, while reducing investment risk through diversification.

3.2 The Company is an umbrella fund and as such provides investors with the choice of investment in a range of several separate Sub-Funds each of which relates to a separate portfolio of assets permitted by the 2007 Law with specific investment objectives, as described in the relevant Appendix to the Placement Memorandum.

3.3 A separate portfolio of assets is maintained for each Sub-Fund and is invested in accordance with the investment objective and policy applicable to that Sub-Fund as further described in the relevant Appendix.

3.4 The Company may take all measures and perform all operations which it shall judge to be expedient in terms of achieving or furthering its object in the broadest sense within the framework of the 2007 Law.

Art. 4. Registered office.

4.1 The registered office of the Company shall be in 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.

4.2 The General Partner is authorised to change the address of the Company within the municipality of the statutory registered office.

4.3 The registered office may be transferred to any other place in the Grand Duchy of Luxembourg by means of a resolution of an extraordinary general meeting of its Shareholders deliberating in the manner provided for amendments to the Articles.

4.4 In the event that the General Partner determines that extraordinary political, economic or social 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, however, shall have no effect on the nationality of the Company, which, notwithstanding such temporary transfer, shall remain a company governed by the laws of the Grand Duchy of Luxembourg, in particular the 2007 Law. The decision as to the transfer abroad of the registered office will be taken by the General Partner.

Chapter II - Capital and Shares

Art. 5. Share capital.

5.1 The initial share capital of the Company is set at thirty-one thousand Euros (EUR 31,000.-) represented by (i) one (1) "Management Share" of no nominal value (the holder of such Management Share shall hereinafter be referred to as the "Management Shareholder" or "General Partner" (actionnaire gérant commandite)) and (ii) three hundred and nine (309) "Investor Shares" of no nominal value (together hereinafter referred to as the "Shares"). Upon incorporation, each Share was fully paid up.

5.2 The capital of the Company shall be represented by Shares of no nominal value and shall reach the level provided for by the 2007 Law within twelve (12) months of the date on which the Company has been registered as a specialized investment fund and thereafter may not be less than the level provided for by the 2007 Law. The capital of the Company will, at all time, be equal to the total net assets of the Company pursuant to article 16 hereof.

5.3 For the purpose of determining the share capital of the Company, the net assets attributable to each Class of Shares or / and to each Sub-Fund shall, if not expressed in Euros, be converted into Euros.

5.4 The Shares may, in accordance with article 7 of the present Articles, and as the General Partner shall elect, fall within various Classes comprising the Company's assets.

Art. 6. Capital variation. As the Company is an undertaking for collective investment with variable capital (a «Société d'Investissement à Capital Variable»), the share capital of the Company shall vary, without any amendment of the Articles (as a result of the Company issuing new Shares or redeeming its Shares).

Art. 7. Form of Shares.

7.1 The Shares of the Company shall be issued in registered form. All issued registered Shares of the Company shall be registered in the register of Shareholders (the "Register") which shall be kept by the Company or by one or more persons designated thereto by the General Partner, and such Register shall contain the name of each owner of registered Shares, his/her/its residence or elected domicile as indicated to the Company, the number of registered Shares held by him/her/it and the amount paid up on each Share.

7.2 Each Share (Management Share(s) and Investor Shares) carries one (1) vote at the general meeting of Shareholders of the Company or at a Class meeting.

7.3 The inscription of the Shareholder's name in the Register evidences his/her/its right of ownership on such registered Shares. A holder of registered Investor Shares shall receive upon request a written confirmation of his/her/its shareholding. However, the Company shall normally not issue certificates for such inscription.

7.4 The share certificates, if any, shall be signed by the General Partner. Such signatures shall be either manual, or printed, or in facsimile. The Company may issue temporary share certificates in such form as the General Partner may determine.

7.5 Subject to the provisions of article 12 hereof, any transfer of registered Shares shall be entered into the Register.

7.6 The Company shall consider the person in whose name the Shares are registered as the full owner of the Shares. Towards the Company, the Shares are indivisible, since only one (1) owner is admitted per Share. Joint co-owners have to appoint a sole person as their representative towards the Company. The failure to appoint such attorney implies a suspension of the exercise of all rights attached to such Shares.

7.7 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.

7.8 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 the register of Shareholders 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/her/its 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.

Art. 8. Classes of shares.

8.1 The Investor Shares may, as the General Partner shall determine, be of one or more different Classes, the features and terms and conditions of which shall be established by the General Partner and disclosed in the Placement Memorandum.

8.2 Each Class of Shares may differ from the other Classes with respect to its cost structure, the initial investment required or the currency in which the Net Asset Value is expressed or any other feature.

8.3 Such new Classes of Shares may be issued on terms and conditions that differ from the existing Classes of Shares, including, without limitation, the amount of the Management Fee attributable to those Shares, and other rights relating to liquidity of Shares. In such a case, the issuing documents of the Company shall be updated accordingly.

8.4 Shareholders of the same Class will be treated equally pro-rata to the number of Shares held by them, without taking into account the Equalization Interest payable by any Shareholders, as the case may be.

8.5 Shares may be issued as distribution or accumulation shares following the decision of the General Partner. Distribution shares shall be entitled, each year, to payment of a dividend (all dividends are distributed following a decision of the Shareholders of the Company or of the relevant Sub-Fund). Accumulation shares shall not be entitled to any dividend payments.

Art. 9. Issue of shares.

9.1 Subject to the provisions of the 2007 Law, the General Partner is authorised to issue, at any time, an unlimited number of partly or fully paid-up different Classes of Investor Shares without reserving to the existing Shareholders a preferential right to subscribe for the Investor Shares to be issued, except when such issue in a specific Share Class bearing specific distribution rights (i.e. carried interest rights) would have a material dilution effect for the existing holders of such Shares. In this latter case, no additional Shares in the relevant Class shall be issued without a preferential right to subscribe being granted to existing Shareholders and without the approval of two thirds (2/3) of the votes attached to the relevant shares of such existing Shareholders.

9.2 The proceeds of all Share issues in a specific Class shall be invested in a pool of assets in a Sub-Fund corresponding to such Class of Shares, according to the investment policy determined by the General Partner for the given Sub-Fund, with the aim of spreading the investment risks and taking account of the investment restrictions adopted by the General Partner and provided by law or any applicable regulation.

9.3 The General Partner shall maintain for each Sub-Fund a separate portfolio of assets. As between Shareholders, each portfolio of assets shall be invested for the exclusive benefit of the relevant Sub-Fund.

9.4 Shares are exclusively restricted to Eligible Investors. The Company will refuse to issue Shares to the extent the legal or beneficial ownership thereof would belong to persons or companies which do not qualify as Eligible Investors. This restriction is not applicable to the General Partner, members of the Board or other persons who are involved in the management of the Company which may hold Share(s) without falling into one of these categories. The Management Share has been issued upon incorporation of the Company. No further Management Shares will be issued.

9.5 The Company may decide to issue fractional Shares. Fractional Shares may be issued with up to four (4) decimals of a Share. Such fractional Shares shall be entitled to participation in the net results and in the proceeds of liquidation on a pro rata basis. Such fractions shall be subject to and carry the corresponding fraction of liability (whether with respect to nominal or par value, premium, contribution, calls or otherwise howsoever), limitations, preferences, privileges, qualifications, restrictions, rights and other attributes of a whole Share of that Class. Any subscription monies received representing fractions less than 1/1000th of a whole Share will be retained for the benefit of the General Partner.

9.6 The General Partner is entitled to establish a pool of assets constituting a Sub-Fund within the meaning of article 71 of the 2007 Law for each Class of Investor Shares or for two (2) or more Classes of Investor Shares in the manner described below. The Company constitutes one single legal entity. However, by derogation to the provisions of article 2093 of the Luxembourg Civil Code, each pool of assets shall be invested for the exclusive benefit of the relevant Shareholders of that Sub-Fund and each Sub-Fund shall only be responsible for the liabilities which are attributable to such Sub-Fund. All the rights of investors and creditors in relation to each Sub-Fund are therefore limited to the assets of the Sub-Fund. Each Sub-Fund will be deemed to be a separate entity for the investors and creditors of the relevant Sub-Fund.

9.7 Except as otherwise indicated in the relevant Appendix, a Sub-Fund may subscribe, acquire and/or hold securities issued by one or more other Sub-Fund of the Company, without being subject to the provisions of the 1915 Law regarding the acquisition by a company of its own shares, as long as:

- The target Sub-Fund does not in turn invest in the investing Sub-Fund;
- Voting rights, if any, attached to the relevant securities are suspended as long as they are held by the concerned Sub-Fund and without prejudice to the appropriate processing in the accounts and the periodic reports; and
- The value of the securities will not be taken into account for the calculation of the net assets of the Company for the purpose of verifying the minimum threshold imposed by the 2007 Law, for as long as the said securities are held by the Company.

The specific conditions of such subscription, acquisition and holding, if any, will be detailed in the relevant Appendix of the Placement Memorandum.

9.8 Where a Sub-Fund is created for a limited period of time, the General Partner may, at the expiry of the initial period of time, prorogue the duration of the relevant Sub-Fund once or several times. Details in relation to the different Classes of Investor Shares as well as the rights in relation thereto are set out for each Sub-Fund in the relevant Appendix to the Placement Memorandum.

9.9 Within a Sub-Fund, Classes of Investor Shares may be defined and issued from time to time by the General Partner of the Company and may, inter alia, correspond to (without being limited 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 or advisory fee structure; and/or
- (iv) A specific distribution fee structure; and/or
- (v) A specific currency; and/or
- (vi) The use of different hedging techniques in order to protect in the Reference Currency of the relevant portfolio the assets and returns quoted in the currency of the relevant class of Investor Shares against long-term movements of their currency of quotation; and/or
- (vii) Any other specific features applicable to one Class.

9.10 Investor Shares will participate equally with all the outstanding Shares of the same Class in the Sub-Funds' assets and earnings and will have the redemption rights described in these Articles and further described in the relevant Appendix.

9.11 Investor Shares to be issued by the Company in relation to a specific Sub-Fund may be subscribed for by investors during one or several offering periods, as decided by the General Partner, specified and disclosed for each Sub-Fund in the Placement Memorandum and its Appendix, and as described in article 10 below. Investors wishing to subscribe for Investor Shares must execute a Subscription Agreement.

9.12 Investor Shares may be issued as consideration for a contribution in kind of securities or other assets, in compliance with the conditions set forth by Luxembourg law, in particular the obligation to deliver a valuation report from an independent auditor and provided that such securities or other assets comply with the investment objectives and strategy of the Company

9.13 Each Sub-Fund is described in more details in the relevant Appendix.

Art. 10. Subscription and Payment of Investor Shares. Investor shares in a Sub-Fund may be subscribed by following the process applicable to the relevant Sub-Fund, as disclosed in the Appendix to the Placement Memorandum, chosen among the two following procedures: 10.1 Classical Process.

10.1.1 Any Investor subscribing for Shares will be required to execute a Subscription Agreement and make certain representations and warranties to the General Partner. The General Partner, at its sole discretion, may accept or reject any subscription.

10.1.2 For any of the Sub-Funds, Investor Shares of each available relevant Class are (subject to any specific terms as specified in the relevant Appendix) available for subscription (i) during an Initial Offering Period for such Class at the Initial Issue Price specified in the relevant Appendix together with any subscription fee or other initial fee as may be set out in the relevant Appendix and (ii) after the Initial Offering Period as of each Subscription Day at the Issue Price calculated as at the immediately preceding Valuation Day specified in the relevant Appendix together with any subscription fee or other initial fee as may be set out in the relevant Appendix. In case subscription applications are received following the close of the Initial Offering Period but prior to the first Valuation Day in respect of a Class, then at the discretion of the General Partner, Investor Shares may be issued at the Initial Issue Price for the Class, together with any subscription fee or other initial fees as set out in the relevant Appendix. The Issue Price will be determined in the Reference Currency. In all cases any terms for subsequent subscriptions, if any, will be specified in the relevant Appendix. The General Partner may change, extend or shorten the Initial Offering Period for any Class of Shares at their absolute discretion at any time. The General Partner reserves the right to reject applications for Investor Shares of any available Class in its absolute discretion, in whole or in part, without assigning any reason therefore.

10.1.3 The General Partner shall be authorized, without limitation and at any time, to issue additional Investor Shares for all Sub-Funds without granting existing Shareholders a preferential right to subscribe for the Investor Shares. The initial and subsequent subscription amounts in a single Sub-Fund/Class/sub-Class are set out in the relevant Sub-Fund's Appendix. If the amount paid does not correspond to the specific number of Shares required by the applicant, the General Partner will issue such number of Shares as is applicable, and may issue fractions of Shares calculated to four (4) decimal places.

10.1.4 The applicable minimum subscription and minimum additional subscription requirements for the subscription of Investor Shares of each Class will be specified in the relevant Appendix. The General Partner may set and waive at its sole discretion the minimum subscription amount and minimum holding amount per Class in each Sub-Fund, to be specified in the relevant Sub-Fund Appendix.

10.1.5 Applications for Investor Shares of any available Class for such Class must be made using the subscription form relevant to that Appendix which must be received by the Registrar and Transfer Agent by facsimile on such date and by such time as determined by the General Partner and set out in the relevant Appendix (the "Cut-Off Time") and for the first subscription with the original copy thereof sent by post with the mention "faxed on dd/mm/yy; avoid duplicate". The net proceeds received during this Initial Offering Period and subsequently will be managed in accordance with the relevant Sub-Fund's investment policy with a view to achieving the investment objective as described in the relevant Sub-Fund Appendix. The investment portfolio of the Sub-Funds will be maintained in a deposits or prime brokerage account under the name of the General Partner and Sub-Fund, the reference currency of which will be as specified for each Sub-Fund in the relevant Sub-Fund Appendix.

10.1.6 If the General Partner determines that it is in the interest of Shareholders of a Sub-Fund to accept subscriptions after the Initial Offering Period, applications for subscription may be made prior to any day that is a Valuation Day for the Sub-Fund or Class concerned (or on such other days as the General Partner may from time to time determine), subject to any prior notice requirements specified in the relevant Sub-Fund Appendix. The General Partner may discontinue the issue of new Shares in any Sub-Fund or Class at any time in its discretion. Following the Initial Offering Period, further Shares may be issued with effect from any Subscription Day at the relevant subscription price per Class of Share as determined in the relevant Sub-Fund Appendix.

10.1.7 Applications received by the Administrative Agent on behalf of the Company are irrevocable unless and until rejected by the General Partner. All applications to subscribe for Shares shall be dealt with on an unknown Net Asset Value basis before the determination of the Net Asset Value per Share applicable for that relevant Subscription Day. In certain circumstances, subscribers for Shares will, in effect, be required to pay a sum equivalent to any performance fee accrual with respect to any subsequent appreciation in the Net Asset Value per Share of each Class of each Sub-Fund in excess of any applicable hurdle rate (if any) until any applicable high water mark per Share (if any) has been recovered. This payment will be achieved by the Company having the power to redeem a portion of that Shareholder's holding for no consideration and paying the equivalent performance fee to the General Partner, where applicable.

10.1.8 After any Initial Offering Period, the Subscription Price per Share of each Class is the Net Asset Value per Share of such Class, determined as at the relevant Valuation Day increased by any applicable subscription charge as specified in the relevant Sub-Fund Appendix.

10.2 Private Equity Process.

10.2.1 Investors are permitted to commit to subscribe for Investor Shares in a specific Sub-Fund during the Initial Offering Period. The Initial Closing Date shall be the last Business Day of the Initial Offering Period.

10.2.2 Limited Shareholders, whose Commitments are accepted with respect to the Initial Closing Date (the "Initial Limited Shareholders"), shall be required to subscribe for the relevant number of Investor Shares and pay up the relevant portion of their Commitments no later than thirty (30) calendar days upon receipt of the Capital Call Notice pertaining to the Initial Closing Date, following which Investor Shares are to be issued fully paid-up corresponding to the funded Commitment.

10.2.3 Subsequent Closings. After the Initial Closing, new Commitments will be accepted from Initial Limited Shareholders and other investors at such Closings ("Subsequent Closings") as determined by the General Partner during a period terminating on the earlier of (i) an Aggregate Commitments of EUR 15,000,000.- (fifteen millions Euros) is reached or (ii) the Final Closing Date. The Final Closing Date shall occur within 5 (five) months of the Initial Closing Date. Dates of Subsequent Closings will be communicated to the Limited Shareholders upon a prior notice of thirty (30) calendar days.

10.2.4 Limited Shareholders which have committed to subscribe for Investor Shares at any Subsequent Closing will be required to pay with respect to such Subsequent Closing the same percentage of their Commitment as has already been drawn down from previously admitted Limited Shareholders (the "Subsequent Limited Shareholder's Initial Capital Contribution"). In addition, Limited Shareholders at a Subsequent Closing will have to pay the Equalization Interest referred to below.

10.2.5 With respect to the Subsequent Limited Shareholder's Initial Capital Contribution at any Subsequent Closing, Investor Shares subscribed will be issued fully paid-up at an adjusted price of EUR 10,000.- (ten thousand Euros) per Investor Share (the "Issue Price") increased by the amount corresponding to interest to the benefit of the Company (the "Equalization Interest"). The Equalization Interest shall be 4% per annum compounded, calculated from the date of the initial payments received in relation to the Capital Calls issued with respect to the Initial Closing Date and, as the case may be, of each subsequent drawdown to the date of the corresponding payment of the Subsequent Limited Shareholder's Initial Capital Contribution. The Equalization Interest shall be calculated based on the actual number of days elapsed.

10.3 The General Partner may, at any moment, in its sole discretion and for a limited or unlimited duration, decide to cease issuing new Investor Shares and to cease accepting any further subscriptions or conversions for any Investor Shares of any Class or of any relevant Sub-Fund in order inter alia to protect existing Shareholders or the Sub-Fund itself ("Hard Closing"). Alternatively, the General Partner may, at any moment, in its sole discretion and for a limited or unlimited duration, decide to cease accepting any further subscriptions or conversions for any Investor Shares of any Class or of any Sub-Fund from new investors only i.e. from investors who have not invested in the relevant Sub-Fund yet in order inter alia to protect existing Shareholders or the Sub-Fund itself ("Soft Closing"). These measures of Hard Closing or Soft Closing may be implemented with immediate effect by the General Partner in its sole discretion. The Shareholders of the Sub-Fund or of the Classes of Investor Shares subject to a Hard Closing or a Soft Closing will be informed in writing, at the latest, immediately after such Hard Closing or Soft Closing takes place. The General Partner will not have to justify the reasons for implementing such Hard Closing or Soft Closing. A partially or totally closed Sub-Fund or Classes of Investor Shares can be re-opened for subscription or conversion when the circumstances which justified the Hard Closing or Soft Closing no longer prevail.

Art. 11. Redemption.

11.1 Investor Shares in relation to each Sub-Fund are redeemable pursuant to the terms and conditions set forth in the Placement Memorandum and the applicable Appendix. With respect to any particular Sub-Fund, a lock-up period may be provided for in the relevant Appendix during which an investor is not entitled to redeem his shares.

11.2 In case of redeemable Investor Shares, every Shareholder shall have the right on each Redemption Day to require the Company to redeem the Investor Shares at the relevant Net Asset Value of such Investor Shares as of the relevant Redemption Day.

11.3 A redemption request will only be executed after the identity of the Shareholder and / or the beneficial owner has been established to the complete satisfaction of the Company. Payment will only be made to the respective Shareholder.

11.4 Written notice must be received by the Company not less than the number of Business Days indicated in the relevant Appendix prior to the Redemption Day as disclosed in the relevant Appendix. Request for redemption must be for either a number of Investor Shares or an amount denominated in the relevant currency of the Class of the Sub-Fund.

11.5 All redemption requests will be processed strictly in the order in which they are received, and each redemption shall be processed at the Net Asset Value of the said Investor Shares.

11.6 Neither the Company nor the Depositary or the General Partner are responsible for any delays or charges incurred at any receiving bank or settlement system.

11.7 The Company shall not have the right to satisfy payment of the Redemption Price in specie by allocating to the Shareholder investments from the portfolio of assets of the Company equal to the value of the Investor Shares to be redeemed.

11.8 If as a result of any request for redemption, the number or the aggregate Net Asset Value of the Investor Shares held by any Shareholder in any Class of Investor Shares of the relevant Sub-Fund would fall below the minimum investment

set out in the relevant Appendix, then the General Partner may decide that this request be treated as a request for redemption for the full balance of such Shareholder's holding of Investor Shares in the Sub-Fund or in the Company.

11.9 Further, if, with respect to any given Valuation Day, redemption requests pursuant to this section and conversion requests exceed a certain level determined by the General Partner in relation to the number of Investor Shares in issue in a specific Class, the General Partner may decide that part or all of such requests for redemption or conversion will be deferred for a period and in a manner that the General Partner considers to be in the best interest of the Company. Following that period, with respect to the next relevant Valuation Day, these redemption and conversion requests will be met in priority to later requests.

11.10 The Company may redeem Investor Shares whenever the General Partner considers a redemption to be in the best interests of the Company or a Sub-Fund.

11.11 The redemption of Investor Shares of any Class and/or Sub-class of any Sub-Fund shall be suspended when the calculation of the Net Asset Value thereof is suspended.

11.12 The Company may compulsorily redeem all Shares registered in the name of a Defaulting Limited Shareholder that are fully paid (the "Defaulted Redeemable Shares") in accordance with the rules and procedures set forth in the Placement Memorandum. Whilst the General Partner shall retain a general discretion as to which Defaulting Limited Shareholder remedy to apply, the General Partner, acting in the best interests of the Company and in order to preserve the capital in the Company, shall first resort to the promesse unilatérale de vente option referred to in the Placement Memorandum.

11.13 In addition, Shares may be redeemed compulsorily in accordance with article 13 herein.

Art. 12. Transfer of shares.

12.1 Investor Shares may be transferred, pledged or assigned to any person so long as all other requirements to the transfer and substitution of a Limited Shareholder's Investor Shares as set forth in the Placement Memorandum are otherwise satisfied or waived by the General Partner; provided that prior to such transfer, the Limited Shareholder will communicate to the General Partner the name or names of the party or parties (who shall be an Eligible Investor) to whom the Limited Shareholder intends to transfer its Investor Shares and will give due consideration to reasonable and serious concerns regarding the creditworthiness of such transferee.

12.2 Any transfer or assignment of Investor Shares is subject to the purchaser or assignee thereof fully and completely assuming in writing prior to the transfer or assignment, all outstanding obligations of the seller under the Subscription Agreement entered into by the seller or otherwise.

12.3 When a Limited Shareholder wishes to sell all or part of its Investor Shares to a third party, the other Limited Shareholders holding Investor Shares will have a pre-emption right to purchase such Investor Shares on the same terms and conditions as the proposed transferee, to be exercised in accordance with the relevant contractual pre-emption provisions outlined in the Placement Memorandum.

12.4 Notwithstanding the above, the transfer of Investor Shares is subject to the prior approval of the General Partner, which may, at its sole discretion, refuse such transfer where new Investor is unknown to the Company or to the General Partner. Such consent may however not be unreasonably withheld where the Investor Shares are transferred to existing Investors.

Art. 13. Limitations of the ownership of shares.

13.1 The General Partner may restrict or prevent the ownership of Shares in the General Partner by any Prohibited Person or a US Person, as will be determined by the General Partner. Accordingly, the General Partner may require any subscriber to provide it with any information that it may consider necessary for the purpose of deciding whether or not he is, or will be, a Prohibited Person or a US Person. The Company may restrict or prevent the ownership of Investor Shares in the Company by any person, firm or corporate body:

- (i) Who is not an Eligible Investor; or
- (ii) If in the opinion of the General Partner such holding may be detrimental to the Company; or
- (iii) If it may result in a breach of any law or regulation, whether Luxembourg or foreign; or
- (iv) If as a result thereof the Company may become exposed to tax disadvantages or other financial disadvantages that it would not have otherwise incurred.

Such person, firm or corporate body to be determined by the General Partner being herein referred to as "Prohibited Person". These conditions are not applicable to the General Partner and to the Managers of the General Partner.

13.2 For such purposes, the General Partner is entitled to:

(i) Decline to issue any Investor Shares and decline to register any transfer of Shares where it appears that such issue or transfer might or may have as a result the allocation of ownership of the Investor Shares to a Prohibited Person or a US Person; and/or

(ii) At any time, require any person whose name is entered in, or any person seeking to register the transfer of Shares on the register of Shareholders to furnish with any information, supported by affidavit, which the General Partner may consider necessary for the purpose of determining whether or not beneficial ownership of such shareholder's shares

rests in a Prohibited Person or a US Person, or whether such registry will result in beneficial ownership of such Shares by a Prohibited Person or a US Person; and/or

(iii) Decline to accept the vote of any Prohibited Person or a US Person at any meeting of shareholders of the Company; and/or

(iv) Where it appears to the General Partner that any Prohibited Person or a US Person either alone or in conjunction with any other person is a beneficial owner of Shares, direct such shareholder to sell his/her/its 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 of the General Partner, the General Partner may compulsorily redeem or cause to be redeemed from any such shareholder all Shares held by such Shareholder as soon as possible; and/or

(v) Proceed with the compulsory redemption of all the relevant Investor Shares if it appears that a person who is not authorized to hold such Investor Shares, either alone or together with other persons, is the owner of Investor Shares, or proceed with the compulsory redemption of any or a part of the Investor Shares, if it appears to the Company that one or several persons is or are an owner or owners of a proportion of the Investor Shares in such a manner that this may be detrimental to the Company. In such a case, the General Partner shall send a notice (the "Redemption Notice") to the relevant investor possessing the Shares to be redeemed; the Redemption Notice shall specify the Shares to be redeemed, the price to be paid, and the place where this price shall be payable. The Redemption Notice may be sent to the investor by recorded delivery letter to his/her/its last known address. The investor in question shall be obliged without delay to deliver to the Company the certificate or certificates, if there are any, representing the Shares to be redeemed specified in the Redemption Notice. From the closing of the offices on the day specified in the Redemption Notice, the investor shall cease to be the owner of the Shares specified in the Redemption Notice and the certificates representing these Shares shall be rendered null and void in the books of the Company. The price at which the Shares specified in the Redemption Notice shall be redeemed (the "Redemption Price") shall be determined in accordance with the rules fixed by the General Partner and reflected in the issuing documents of the Company. Payment of the Redemption Price will be made to the owner of such Shares in the Reference Currency of the relevant Class, except during periods of exchange restrictions, and will be deposited by the Company with a bank in Luxembourg or elsewhere (as specified in the Redemption Notice) for payment to such owner upon surrender of the share certificate or certificates, if issued, representing the Shares specified in such notice. Upon deposit of such Redemption 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 the Company or its assets in respect thereof, except the right of the Shareholders appearing as the owner thereof to receive the price so deposited (without interest) from such bank upon effective surrender of the share certificate or certificates, if issued, as aforesaid. The exercise by the Company of this power shall not be questioned or invalidated in any case, on the grounds 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. The General Partner retains the right to offer only one Class for subscription in any particular jurisdiction in order to conform to local law, custom, business practice or the General Partner's commercial objectives.

Art. 14. Conversion of shares.

14.1 Unless otherwise determined in the Appendix of the Placement Memorandum and only to the extent granted by the General Partner, any Shareholder is entitled to request the conversion of whole or part of his Investor Shares of one Class into Investor Shares of another Class, within the same Sub-Fund or from one Sub-Fund to another Sub-Fund subject to such restrictions as to the terms, conditions and payment of such charges and commissions as determined by the General Partner from time to time in the relevant Appendix of the Placement Memorandum. The price for the conversion of Investor Shares from one Class into another class shall be computed by reference to the respective Net Asset Value of the two (2) Classes of Investor Shares, calculated on the same Valuation Day not taking into account the conversion fee, if any.

14.2 If as a result of any request for conversion the number or the aggregate Net Asset Value of the Investor Shares held by any Shareholder in any Class of Investor Shares would fall below the minimum investment set out in the relevant Appendix, the General Partner may refuse on a discretionary basis to convert the Investor Shares from one Class to another Class.

14.3 The Investor Shares which have been converted into Investor Shares of another Class or/and of another Sub-Fund shall be cancelled on the relevant Subscription Day.

14.4 A conversion fee, if any, may result from the conversion of Investor Shares from a Class to another and/or from a Sub-Fund to another, as further described in the relevant Appendix of the Placement Memorandum.

Art. 15. Liability of the shareholders.

15.1 The General Partner is jointly and severally liable for all liabilities, which cannot be met out of the assets of the Company.

15.2 The holders of Investor Shares and Participating Shares 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 to the extent of their investment, contribution and commitment in one or more Sub-Funds of the Company.

Art. 16. Net asset value.

16.1 The Net Asset Value per Share of each Class shall be calculated by the Administrative Agent under the ultimate responsibility of the General Partner with respect to each Valuation Day in accordance with Luxembourg law.

16.2 The Net Asset Value of each Sub-Fund will be provided in the Reference Currency. The Net Asset Value of each Class will be provided in the currency in which such Class is denominated.

16.3 The Net Asset Value per Investor Share is the Net Asset Value that can be properly allocated to the relevant Class divided by the number of Investor Shares of the relevant Class outstanding as of the relevant Valuation Day. The Net Asset Value will be rounded to four (4) decimal places.

16.4 The Issue Price and the Redemption Price of the different Classes may differ as a result of the differing fee structure and/or distribution policy applicable to each Class.

16.5 The total net assets of the Company will be equal to the difference between the gross assets and the liabilities of the Company based on consolidated accounts prepared in accordance with the relevant principles-based set of standards which form part of IFRS, provided that the equity or liability interests attributable to Shareholders derived from these financial statements will be adjusted to take into account the fair (i.e. discounted) value of deferred tax liabilities (calculated on an undiscounted basis) as determined by the General Partner in accordance with its internal rules.

16.6 The valuation of the Net Asset Value of the different Classes of Shares shall be made in the manner described in the Placement Memorandum.

Art. 17. Suspension of calculation of the net asset value.

17.1 The General Partner may suspend, with respect to one or several Sub-Fund(s), the determination of the Net Asset Value in the following cases:

- When the stock exchange(s) or market(s) that supplies/supply prices for a significant part of the assets are closed, or in the event that transactions on such a market are suspended, or are subject to restrictions, or are impossible to execute in volumes allowing the determination of fair prices;
- When the information or calculation sources normally used to determine the value of assets are unavailable, or if the value of an investment cannot be determined with the required speed and accuracy for any reason whatsoever;
- When exchange or capital transfer restrictions prevent the execution of transactions or if purchase or sale transactions cannot be executed at normal rates;
- During the existence of any political, economic, military or monetary state of affairs including (without limitation) delays in settlement or registration of securities transactions, which constitutes an emergency in the opinion of the General Partner as a result of which disposal or valuation of assets owned by the Company or any Sub-Fund(s) would be impracticable or would materially prejudice to the interests of the holders of Shares or would, in the opinion of the General Partner, prevent a fair price for the assets of the Company being calculated;
- During any period when the Company is unable to repatriate monies for the purposes of making payments on the redemption of Shares or during which any transfer of monies involved in the realisation or acquisition of investments or payments due on the redemption of such Shares cannot in the opinion of the General Partner be effected at normal prices or normal rates of exchange, or is rendered impracticable;
- During any period when the General Partner in their sole discretion determine that it is undesirable or impracticable for the Company to value some or all of its assets or when the General Partner determine in good faith that such suspension or extension is in the best interests of the Company;
- During any period when the Company is being liquidated or as from the date on which notice is given of a meeting of Shareholders at which a resolution to liquidate the Company (or one of its Sub-Funds) is proposed;
- When, for any other reason, the prices of any significant investment cannot be promptly or accurately ascertained;
- When the Company is in the process of establishing exchange parities in the context of a merger, a contribution of assets, an asset or share split or any other restructuring transaction.

17.2 The suspension of the calculation of the Net Asset Value and/or, where applicable, of the subscription, redemption of shares, shall be notified to the relevant persons through all means reasonably available to the Company, unless the General Partner is of the opinion that a publication is not necessary considering the short period of the suspension.

17.3 Any application for subscription, redemption or conversion of Shares shall be irrevocable except in the event of a suspension of the calculation of the Net Asset Value of the Shares to be subscribed, redeemed or converted in a specific Class and/or Sub-Fund and, in such event, a withdrawal will only be effective if written notification by letter or by fax is received by the Administrative Agent before termination of the period of suspension, failing which subscription, redemption applications not withdrawn will be processed on the first Subscription Day and/or Redemption Day (as applicable) following the end of the suspension period, on the basis of the Net Asset Value per Share applicable to such Subscription Day and/or Redemption Day (as applicable).

17.4 Any such suspension of (i) dealings or (ii) the determination of the Net Asset Value shall be publicised, if appropriate, by the Company and shall take effect at such time as the General Partner shall declare and thereafter, there shall be no issues or redemptions or conversions or, where relevant and as the case may be, determination of Net Asset Value until the General Partner shall declare any such suspension to be at an end. The Company may postpone payment of

redemption proceeds to persons whose Shares have been redeemed prior to such suspension until after the suspension is lifted. Notice of any suspension will be given without delay to any Shareholder tendering his/her/its Shares for redemption or who has tendered Shares for redemption and to whom full payment of the proceeds has yet to be remitted.

Chapter III - Administration and Management of the company

Art. 18. General partner.

18.1 The Company shall be managed by "AltiCrest S.à r.l." in its capacity as general partner of the Company (associé gérant commandite), a company incorporated under the laws of Luxembourg (the "General Partner"), and sole holder of the Management Share of the Company.

18.2 The General Partner is managed by a board of no less than three (3) Managers, whose names appear in the Placement Memorandum (it being understood that the number of Managers and their names as indicated in the Placement Memorandum may vary in accordance with the provisions of the 1915 Law and the conditions set forth in the Placement Memorandum and the articles of incorporation of the General Partner). The Managers shall be appointed by an appointment committee, in accordance with the Placement Memorandum.

18.3 In the event of legal incapacity, liquidation or other permanent situation preventing the General Partner from acting as general partner of the Company, the Company shall not be immediately dissolved and liquidated, provided that an administrator, who needs not be a Shareholder, is appointed to effect urgent or mere administrative acts, until a general meeting of Shareholders is held, which such administrator shall convene within fifteen (15) days of his appointment. At such general meeting, the Shareholders may appoint, in accordance with the quorum and majority requirements for amending the Articles, a successor manager. Failing such appointment, the Company shall be dissolved and liquidated.

18.4 Any such appointment of a successor manager shall not be subject to the approval of the General Partner.

Art. 19. Powers of the general partner.

19.1 The General Partner is vested with the broadest powers to perform all acts of administration and disposition within the object of the Company. 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.

19.2 The General Partner has responsibility for managing the Company in accordance with the Placement Memorandum and these Articles, Luxembourg law and other relevant legal requirements. The General Partner is responsible for implementing the investment policy and strategies of the Company and the course of conduct of the management and business affairs of the Company, subject to the risk diversification rules and investment restrictions set out in the Placement Memorandum, in compliance with applicable laws and regulations. The General Partner is also responsible for selecting the Depositary, the Administrative Agent, the paying agent, the Registrar and Transfer Agent, the Investment Advisor and other such agents as are appropriate. The General Partner may enter into agreements with such persons or companies for the provision of their services, the delegation of powers to them, and the determination of their remuneration to be borne by the Company. The General Partner may, at any time and in its discretion, decide to create additional Sub-Funds whose investment objectives and policies, risk profile, duration (including limited duration), exit strategies, investment conditions or other features may differ from those of the Sub-Funds then existing and, in such cases, the Placement Memorandum will be updated accordingly. Further, the General Partner may authorise new Classes of Shares from time to time to be included in the existing Sub-Funds or any additional Sub-Fund.

19.3 The General Partner shall have namely the specific powers provided for in the articles of incorporation of the General Partner.

Art. 20. Corporate signature.

20.1 Toward third parties, the Company is validly bound by the sole signature of the General Partner represented by its legal representatives or any other person to whom such power has been delegated by the General Partner.

20.2 No Limited Shareholder shall represent the Company.

Art. 21. Removal of the general partner.

21.1 The removal of the General Partner, solely on the grounds mentioned below, will follow a three steps procedure as described below either for a For Cause Removal (as defined in article 21.2 below) or for a Without Cause Removal (as defined in article 21.4 below).

21.2 The General Partner may be removed at anytime from its duties as general partner of the Company (a "For Cause Removal") upon the affirmative vote of a majority in interest of Limited Shareholders within ninety (90) calendar days after the occurrence of any of the following:

(i) The General Partner, the Investment Advisor or any of their directors or portfolio managers shall have been convicted of a crime involving fraud and/or financial dishonesty following a decision rendered by any court and benefiting from the exequatur in the Grand Duchy of Luxembourg;

(ii) The General Partner or the Investment Advisor has become the subject of a final judicial order or proceeding, whether voluntary or involuntary, under any bankruptcy or insolvency law, or is otherwise barred, on a permanent basis, from engaging in fund management business; and/or

(iii) Any material and serious breach of the Articles, material gross negligence, or fraud duly recognized in a valid and final decision rendered by a competent court.

21.3 The General Partner shall have an affirmative obligation to provide the Limited Shareholders with prompt written notice of any events described in items (i) to (iii) above which give rise to the right to remove the General Partner. Such general meeting of the Shareholders may be held at any time and called by the General Partner upon the request of Shareholders representing at least 10% of the share capital of the Company. Decisions shall be validly passed without the concurrence of the General Partner.

21.4 The General Partner may be removed as general partner of the Company without cause (a "Without Cause Removal") upon the affirmative vote of at least ninety percent (90%) of the votes validly cast by the Limited Shareholders present or represented and a quorum of seventy-five percent (75%) of the share capital without the concurrence of the General Partner. Upon the decision by the Limited Shareholders on a Without Cause Removal, the General Partner shall be entitled to an amount equal to EUR 500,000 (five hundred thousand Euros) or, if higher, to the Management Fees which the General Partner would have received in respect of the three (3) years period immediately following the date of its removal.

21.5 Such general meeting of the Shareholders may be held at any time and called by the General Partner upon the request of Shareholders representing at least 10% of the share capital of the Company. Decisions shall be validly passed without the concurrence of the General Partner.

21.6 For a For Cause Removal, the exiting General Partner shall be required to transfer its Management Share at nominal value to any new general partner within ten (10) calendar days of being requested to do so.

21.7 For a Without Cause Removal, the exiting General Partner shall be required to transfer its Management Share at par value to any new general partner within ten (10) calendar days of being requested to do so.

21.8 After this ten (10) calendar days period, the final removal of the General Partner, solely on the grounds mentioned above, shall be approved during an extraordinary general meeting of the Shareholders by a majority of two thirds (2/3) of the votes cast of the Limited Shareholders representing at least a quorum of 50% of the share capital, in front of a Luxembourg notary, which decision shall be effective immediately (the "Final Removal"). Such general meeting of the Shareholders may be held at any time and must be called by the General Partner upon the request of Shareholders representing at least 10% of the share capital of the Company. Decisions shall be validly passed without the concurrence of the General Partner

Art. 22. Conflict of interest.

22.1 The Company is organized and structured to minimize the risk of investors' interests being prejudiced by conflict of interest arising between the Company and, where applicable, any person contributing to its business activity or any person linked directly or indirectly to the Company. However, potential conflicts of interest may exist in the structure and operation of the Company's business. In particular, some of the Board members of the General Partner are also the directors of the Investment Advisor and of their affiliates. In such a case, the Company shall ensure that Investors' interests are safeguarded and will at all times comply with the applicable Luxembourg Law and the terms and conditions of the Placement Memorandum.

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

22.3 Any director, manager or officer of the General Partner 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.

Art. 23. Indemnification.

23.1 The General Partner and each member, manager, partner, shareholder, director, officer, employee, agent or controlling person of the Investment Advisor and its affiliates or of the General Partner or members of committees created by the latter ("Indemnified Persons") may be exculpated and entitled to indemnification to the fullest extent permitted by law and in accordance with the terms of the Placement Memorandum by the Company against any cost, expense (including attorneys' fees), judgment and/or liability, reasonably incurred by, or imposed upon such person in connection with any action, suit or proceeding (including any proceeding before any administrative or legislative body or agency) to which such person may be made a party or otherwise involved or with which such person will be threatened by reason of being or having been an Indemnified Person; provided, however, that any such person will not be so indemnified with respect to any matter as to which such person is determined not to have acted in good faith in the best interests of the Company or with respect to any manner in which such person acted in a grossly negligent manner, with willful misconduct, fraudulently or in material breach of the constitutive documents of the Company or any provisions of related agreements.

23.2 Advances from funds of the Company to a person entitled to indemnification hereunder for legal expenses and other costs incurred as a result of a legal action will be made only if the following three conditions are satisfied: (i) the legal action relates to the performance of duties or services by such person on behalf of the Company; (ii) the legal action

is initiated by a third party to the Company; and (iii) such person undertakes to repay the advanced funds in cases in which it is finally and conclusively determined that it would not be entitled to indemnification hereunder.

23.3 The Company shall not indemnify the Indemnified Persons in the event of claim resulting from legal proceedings between the General Partner and each member, manager, partner, shareholder, director, officer, employee, agent or controlling person of the same.

Chapter IV - General meetings

Art. 24. General meetings of the company.

24.1 Any regularly constituted meeting of Shareholders of the Company shall represent the entire body of Shareholders of the Company. The general meeting of the Shareholders shall deliberate only on the matters which are not reserved to the General Partner by the Articles or by the law. In accordance with article 111 of the 1915 Law, no decision of the general meeting of Shareholders will be validly taken without the prior approval of the General Partner.

24.2 The annual general meeting of the Shareholders will be held at the registered office of the Company in Luxembourg on the last Business Day of November each year at 1.00 p.m. (Luxembourg time). The annual general meeting may be held abroad if the General Partner, acting with sovereign powers, decides that exceptional circumstances so require.

24.3 The General Partner may convene other general meetings of the Shareholders. Such meetings must be convened if Shareholders representing ten percent (10%) of the Company's share capital so require. Such other general meetings will be held at such places and times as may be specified in the respective notices convening the meeting.

24.4 Notices of a general meeting and other notices will be given in accordance with Luxembourg law. Notices will specify the place and time of the meetings, the conditions of admission, the agenda, the quorum and the voting requirements and will be given at least eight (8) calendar days prior to the meetings. If all the Shareholders are present or represented at a general meeting of the Shareholders and if they state that they have been informed of the agenda of the meeting, the Shareholders can waive all convening requirements and formalities.

24.5 Each Share entitles the holder thereof to one (1) vote. Fractions of Shares do not give their holders any voting right. Unless otherwise provided by law or by the Articles, all resolutions of the annual or ordinary general meeting of the Shareholders shall be taken by simple majority of votes of the Shareholders present or represented, regardless of the proportion of the capital represented but it being understood that any resolution shall validly be adopted only with the approval of the General Partner.

24.6 Shareholders may take part in meetings by designating in writing or by facsimile, telegram or telex, other persons to act as their proxy (who need not to be a Shareholder).

24.7 The general meeting of the Shareholders shall be chaired by the General Partner or by a person designated by the General Partner. The chairman of the general meeting of the Shareholders shall appoint a secretary. The general meeting of the Shareholders shall elect a scrutineer to be chosen from the Shareholders present. They together form the office of the general meeting of the Shareholders.

24.8 The use of video-conferencing equipment and conference call initiated from Luxembourg shall be allowed provided that each participating Shareholder is able to hear and to be heard by all other participating Shareholders whether or not using this technology, and each participating Shareholder shall be deemed to be present and shall be authorized to vote by video or by telephone.

24.9 The minutes of the general meeting of the Shareholders shall be signed by the chairman of the meeting, the secretary and the scrutineer. Copies or excerpts of these minutes to be produced in judicial proceedings or otherwise shall be signed by the General Partner.

24.10 Save as otherwise provided in these Articles, the requirements for participation, the quorum and the majority at each general meeting are those outlined in articles 67 and 67-1 of the 1915 Law.

24.11 Save as otherwise provided in these Articles, any resolution of a meeting of Shareholders to the effect of amending these Articles must be passed with (i) a presence quorum of fifty (50) percent of the Shares issued by the Company at the first call and, if not achieved, with no quorum requirement for the second call, (ii) the approval of a majority of at least two-thirds (2/3) of the votes validly cast by the shareholders present or represented at the meeting and (iii) the consent of the General Partner.

24.12 In accordance with article 68 of 1915 Law, any resolution of the general meeting of Shareholders of the Company, affecting the rights of the holders of Shares of any Class vis-à-vis the rights of the holders of Shares of any other Class or Classes, shall be subject to a resolution of the general meeting of Shareholders of such Class or Classes. The resolutions, in order to be valid, must be adopted in compliance with the quorum and majority requirements referred herein, with respect to each Class or Classes concerned.

24.13 Notwithstanding the foregoing, a resolution of the general meeting of the Shareholders may also be passed in writing. Such resolution shall consist of one or several documents containing the resolutions and signed, manually or electronically by means of an electronic signature which is valid under Luxembourg law, by each Shareholder. The date of such resolution shall be the date of the last signature.

Art. 25. General meetings of class(es) of shares.

25.1 The Shareholders of the Class or Classes 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-Funds.

25.2 The Shareholders of any Class in respect of any Class may hold, at any time, general meetings to decide on any matters which relate exclusively to such Class.

25.3 Article 24 applies to such meetings unless the context requires otherwise.

Chapter V - Annual accounts**Art. 26. Financial year.**

26.1 The financial year of the Company begins on the first day of July each year and ends on the last day of June of the following year, except for the first financial year which commences on the date of incorporation of the Company and ends on 30 June 2013.

26.2 The Company shall publish an annual report in accordance with the legislation in force.

Art. 27. Auditor.

27.1 The accounting data set out in the annual report of the Company shall be examined by one (1) authorised independent auditor appointed by the general meeting of Shareholders and remunerated by the Company.

27.2 The authorised independent auditor shall fulfil all duties prescribed by the 2007 Law.

Art. 28. Distributions.

28.1 Except as otherwise provided in the Placement Memorandum or these Articles, all proceeds received by the Company shall be distributed as soon as practical but no less than on a quarterly basis and if the net assets of the Company do not fall below the minimum set forth by law, i.e. EUR 1,250,000, as further detailed in the relevant Appendix to the Placement Memorandum.

28.2 For any Class of Shares entitled to distributions, the General Partner may decide to pay interim dividends in compliance with the conditions set forth by law and these Articles, as well as by the redemption of Shares or the allocation of the Company's liquidation proceeds, as the case may be.

28.3 Payments of distributions to holders of registered Shares shall be made to such Shareholders at their addresses in the register of Shareholders.

28.4 Distributions may be paid in such currency and at such time and place that the General Partner shall determine from time to time.

28.5 Any dividend distribution that has not been claimed within five (5) years of its declaration shall be forfeited and revert to the Class or Classes of Shares issued by the Company.

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

Chapter VI - Depositary**Art. 29. Depositary.**

29.1 To the extent required by the 2007 Law, the Company shall enter into a custodian agreement with a banking or savings institution as defined by the Luxembourg law of 5 April 1993 on the financial sector, as amended from time to time.

29.2 The Depositary shall fulfil the duties and responsibilities as provided for by the 2007 Law.

29.3 If the Depositary desires to retire, the General Partner shall use its best endeavours to find a successor depositary and will appoint it in replacement of the retiring Depositary. The General Partner may terminate the appointment of the Depositary but shall not remove the Depositary unless and until a successor depositary shall have been appointed to act in the place thereof.

Chapter VII - Winding-up - Liquidation**Art. 30. Winding-up - Liquidation.**

30.1 The dissolution of the Company will be decided in compliance with the 2007 Law and the 1915 Law.

30.2 Unless otherwise provided by law and the Articles, the Company may at any time upon proposition of the General Partner be dissolved by a resolution of the general meeting of Shareholders of the Company adopted by the General Partner and by a 80% majority of the votes validly cast by the Shareholders present or represented at such meeting with a 80% quorum requirement. If such quorum requirement is not met at the first meeting called, then, resolutions shall be passed under the same voting requirements with no quorum requirement for the second meeting called.

30.3 In particular, the General Partner shall submit to the general meeting of the Shareholders the dissolution of the Company when all investments of the Company have been disposed of or liquidated.

30.4 Whenever the share capital falls below two-thirds (2/3) of the subscribed capital increased by the share premium, if any, indicated in article 5 of the Articles, the question of the dissolution of the Company shall be referred to the general meeting of Shareholders by the General Partner. The general meeting of Shareholders, for which no quorum shall be

required, shall decide by a simple majority of the validly cast votes, which for the avoidance of doubt shall not include abstention, nil vote and blank ballot paper.

30.5 The question of the dissolution of the Company shall further be referred to the general meeting of Shareholders whenever the subscribed capital increased by the share premium, if any, falls below one-fourth (1/4) of the subscribed capital increased by the share premium, if any, set by article 5 of the Articles; in such an event, the general meeting of Shareholders shall be held without any quorum requirements and the dissolution may be decided by Shareholders holding one-fourth (1/4) of the shares represented and validly cast at the meeting.

30.6 The meeting must be convened so that it is held within a period of forty (40) calendar days from ascertainment that the subscribed capital increased by the share premium, if any, have fallen below two-thirds (2/3) or one-fourth (1/4) of the legal minimum, as the case may be, or they have fallen below the amount as indicated in the 2007 Law.

30.7 Liquidation shall be carried out by one (1) 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.

30.8 Liquidation will take place in accordance with applicable Luxembourg law. The net proceeds of the liquidation will be distributed to Shareholders in proportion to their rights.

30.9 At the end of the liquidation process of the Company, any amounts that have not been claimed by the Shareholders will be paid into the caisse de consignation, which keep them available for the benefit of the relevant Shareholders during the duration provided for by law. After this period, the balance will return to the State of the Grand Duchy of Luxembourg.

Art. 31. Dissolution of Sub-Funds.

31.1 In the event that, for any reason whatsoever the value of the net assets in any Sub-Fund or the value of the net assets of any Class of Shares within a Sub-Fund has decreased below such an amount considered by the General Partner as the minimum level under which the Class and/or the Sub-Fund may no longer operate in an economic efficient way, or in the event that a significant change in the economic or political situation impacting such Class and/or Sub-Fund should have negative consequences on the investment of such Class and/or Sub-Fund, the General Partner may decide to compulsorily redeem all the shares of the relevant Class or Classes issued in such Sub-Fund. Such redemption will be made at the Net Asset Value applicable on the day on which all assets attributable to such Sub-Fund have been realised. The decision of the General Partner will be published (either in newspapers to be determined by the General Partner or by way of a notice sent to the Shareholders at their addresses indicated in the Register) prior to the effective date of the compulsory redemption and the publication will indicate the reasons for, and the procedures of the compulsory redemption operations.

31.2 Notwithstanding the powers conferred to the General Partner by the preceding paragraph, the Shareholders of any one (1) or all Classes of Shares issued in any Sub-Fund may at a general meeting of such Shareholders, upon proposal from the General Partner, redeem all the Shares of the relevant Class or Classes and refund to the Shareholders the Net Asset Value of their Shares (taking into account actual realisation prices of investments and realisation expenses) calculated on 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 validly cast votes.

31.3 Assets which may not be distributed to their beneficiaries upon the implementation of the redemption will be deposited with the Depositary for a period of nine (9) months thereafter; after such period, the assets will be deposited with the "Caisse de Consignations" on behalf of the persons entitled thereto.

31.4 All redeemed Shares shall be cancelled.

31.5 The liquidation procedure will be verified by the auditor of the Company as part of its audit of the annual report. The annual report must refer to the liquidation decision and describe the progress of the liquidation.

Chapter VIII - General provisions

Art. 32. 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 organised group of persons whether incorporated or not.

Art. 33. Severability. The invalidity, illegality or unenforceability of any provisions of the Articles shall not affect the validity of these Articles. However, the invalid, illegal or unenforceable provision(s) will be replaced by valid, legal and enforceable similar provision(s) which best reflect the Shareholders' intention.

Art. 34. Applicable law. All matters not governed by these Articles shall be determined in accordance with the 1915 Law and the 2007 Law as such laws have been or may be amended from time to time.

Art. 35. Amendments to the articles of incorporation.

35.1 The Articles may only be amended by a general meeting of Shareholders if the quorum and majority requirements provided by the 1915 Law are met. For the avoidance of doubt, such quorum and majority requirements shall be as follows: fifty percent (50%) of the Shares issued must be present or represented at the general meeting and a super-majority of two thirds (2/3) of the votes cast is required to adopt a resolution with the consent of the General Partner. In the event that the quorum is not reached, the general meeting must be adjourned and re-convened. There is no quorum requirement for the second meeting but the majority requirement remains unchanged.

35.2 Each amendment to the Articles of the Company entailing a variation of rights of a Class must be approved, in addition, by an additional resolution of the holders of Shares of the relevant Class(es) concerned, subject to the quorum and majority requirements provided for by the 1915 Law.

Subscription and Payment

The share capital of the Company has been subscribed as follows:

Name of Subscriber	Number of subscribed shares
- AltiCrest S.á r.l.	1 Management Share 308 Investor Shares
- Tanguy Lestang	1 Investor Share

Upon incorporation, the Shares were fully paid-up, so that the amount of thirty-one thousand Euros (EUR 31,000.-) is now available to the Company, evidence thereof having been given to the undersigned notary.

Transitional dispositions

The first financial year shall begin on the date of formation of the Company and shall end on the 30 June 2013.

The first annual general meeting of Shareholders shall be held in 2013.

Expenses

The expenses, which shall be borne by the Company as a result of its formation, are estimated at approximately two thousand five hundred and fifty euros (EUR 2.550,-).

First extraordinary general meeting

Immediately after the incorporation of the Company, the above-named persons, representing the entire subscribed capital and considering themselves as duly convened, have immediately proceeded to an extraordinary general meeting. Having first verified that it was regularly constituted, the Shareholders have resolved that:

- 1) The registered office of the Company shall be at 2 boulevard de la Foire, L-1528 Luxembourg, Grand Duchy of Luxembourg.
- 2) The independent auditor for the Company shall be Ernst & Young with its registered office at 7, rue Gabriel Lippmann, L-5365 Munsbach, Grand Duchy of Luxembourg. The term of office of the auditor shall expire at the close of the annual general meeting of Shareholders approving the annual accounts as of 30 June 2013.

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

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

Signé: LESTANG, ARRENSDORFF.

Enregistré à Luxembourg, le 28 septembre 2012. Relation: LAC/2012/45308 Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): Irène THILL.

POUR EXPEDITION CONFORME, délivré aux fins de la publication au Memorial C, Recueil Spécial des Sociétés et Associations.

Luxembourg, le 8 octobre 2012.

Référence de publication: 2012136343/998.

(120180659) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 octobre 2012.

FundSelect, Fonds Commun de Placement.

Mitteilung an die Anteilnehmer des Investmentfonds FundSelect

Die Verwaltungsgesellschaft Feri Trust (Luxembourg) S.A. des Umbrella Investmentfonds (fonds commun de placement) FundSelect ("Fonds") hat mit Zustimmung der Banque LBLux S.A., Luxemburg, als dessen Depotbank beschlossen, den Teilfonds FundSelect GO (im Folgenden als einzubringenden Teilfonds bezeichnet) gemäß Art. 18 des Verwaltungsreglements und im Sinne von Artikel 1 Abs. 20a) des Gesetzes vom 17. Dezember 2010 steuerneutral zum 30. November 2012 (gleich Tag der letzten Preisberechnung der einzubringenden Teilfonds) in den bestehenden Teilfonds FundSelect GS (im Folgenden als aufnehmender Teilfonds bezeichnet) zu fusionieren.

Die Fusion ermöglicht eine Rationalisierung der Verwaltungstätigkeit, insbesondere im Hinblick auf die Verwaltungskosten. Im Sinne eines effizienten und kostenbewussten Fondsmanagements in Bezug auf die Wirtschaftlichkeit und vor dem Hintergrund der bestehenden Teilfondsvolumina, als auch den damit verbundenen Kostenvorteilen ist die Fusion im Interesse der Anleger.

Die Anlagepolitik des aufnehmenden Teilfonds entspricht nahezu vollständig der Anlagepolitik des einzubringenden Teilfonds, einzig beim einzubringenden Teilfonds wurde die Möglichkeit des Erwerbs von Fonds, welche ihren Anlageschwerpunkt auf Themen, Branchen und Spezialitäten legen ausdrücklich in der Anlagepolitik erwähnt.

Die Gebühren des aufnehmenden Teilfonds entsprechen vollumfänglich denen des einzubringenden Teilfonds.

Anleger, die in den einzubringenden Teilfonds investiert sind, erhalten am 3. Dezember von ihrem investierten Geldbetrag per 30 November 2012 (letzte Nettoinventarwertberechnung des einzubringenden Teilfonds) entsprechend dem ermittelten Umtauschverhältnis Anteile des aufnehmenden Teilfonds. Die Durchführung der Fusion vollzieht sich wie eine Auflösung des einzubringenden Teilfonds und eine gleichzeitige Übernahme sämtlicher Vermögensgegenstände und Verpflichtungen durch den aufnehmenden Teilfonds. Der einzubringende Teilfonds erlischt mit der Fusion in den aufnehmenden Teilfonds am 30. November 2012. Dementsprechend werden die Aktiva und Passiva des einzubringenden Teilfonds am Fusionsdatum in den aufnehmenden Teilfonds übertragen.

Der Nettoinventarwert pro Anteil des einzubringenden Teilfonds wird letztmalig für den 30 November 2012 veröffentlicht werden. Die Ausgabe von Anteilen des einzubringenden Teilfonds wird am 27. November 2012 eingestellt. Die Rücknahme von Anteilen der einzubringenden Teilfonds wird am 27. November 2012 eingestellt, d.h. Rücknahmen von Anteilen des einzubringenden Teilfonds sind dementsprechend bis einschließlich 27. November 2012 um 12:00 Uhr kostenfrei möglich. Nach Ablauf der Rückgabefrist, d.h. am 27. November 2012 nach 12:00 Uhr, können Rückgaben nicht mehr angenommen werden.

Die Übertragung des zu fusionierenden Teilfonds erfolgt ohne zusätzliche Gebühren für die Anleger. Die Kosten des Abschlussprüfers sowie die Publikationskosten werden hälftig von dem aufnehmenden und dem einzubringenden Teilfonds getragen. Sonstige mit der Fusion verbundene Rechts-, Beratungs- und Verwaltungskosten gehen weder zu Lasten des einzubringenden noch des aufnehmenden Teilfonds noch zu Lasten der Anteilinhaber. Die Anteile des einzubringenden Teilfonds werden wertmäßig gegen Anteile des aufnehmenden Teilfonds ausgetauscht. Die Anteile der Anteilinhaber, welche die Rücknahme oder den Umtausch ihrer Anteile nicht verlangt haben, werden auf der Grundlage des gültigen Nettoinventarwertes am Fusionsdatum 30. November 2012 durch Anteile des aufnehmenden Fonds ersetzt. Gegebenenfalls erhalten die Anteilinhaber einen Spitzenausgleich.

Der Abschlussprüfer des Fonds, BDO Audit S.A., Luxemburg, wird die Fusion prüfen und einen entsprechenden Bericht erstellen, den die Anteilinhaber auf Anfrage kostenlos in Kopie bei der Verwaltungsgesellschaft des Fonds erhalten können.

Für den Fonds werden sich ferner mit Wirkung zum 1. Dezember 2012 folgende Punkte ändern:

Art. 14 (Ausschüttungen) des Verwaltungsreglements und die entsprechende Textpassage im Verkaufsprospekt des Fonds werden dahingehend ergänzt, dass die Verwaltungsgesellschaft beschließen kann, neben den ordentlichen Erträgen und Kapitalgewinnen auch Ausschüttungen aus dem sonstigen Vermögen vorzunehmen.

Art. 5 des Verwaltungsreglements wird hinsichtlich der direkten und indirekten Anlage in Edelmetalle und Rohstoffe dahingehend ergänzt, dass folgenden Präzisierungen/Änderungen aufgenommen werden:

Hinzufügung Art. 5.2.1 e) Die Anlage in Fonds mit Anlageschwerpunkt Rohstoffe und Edelmetalle ist auf Zielfonds begrenzt, welche zum überwiegenden Teil über börsennotierte Wertpapiere (wie zum Beispiel Aktien, Anleihen oder als Wertpapier qualifizierende Zertifikate), Geldmarktinstrumente, Derivate und/ oder Beteiligungen an nicht börsennotierten Unternehmen, deren Verkehrswert ermittelt werden kann, in die Assetklasse Rohstoffe oder Edelmetalle investieren.

Streichung der Textpassage in Art. 5.2.2.8 a), dass direkte Anlagen in Edelmetalle nicht statthaft sind.

Hinzufügung des nachstehenden Art. 5.2.2.8 b) zur Präzisierung der Anlagemöglichkeiten in Edelmetalle: "Die direkte Anlage in Edelmetalle ist unter der Voraussetzung zulässig, dass der Anteil der seitens des jeweiligen Teilfonds gehaltenen Edelmetalle und Derivate zusammen maximal 30 % des Wertes des jeweiligen Teilfonds beträgt, wobei bei der Berechnung der Quote Derivate, deren Basiswerte, Wertpapiere, Geldmarktinstrumente, richtlinienkonformen EG-Investmentanteile im Sinne der EG-Direktive 2009/65 EG über Organismen für gemeinsame Anlagen in Wertpapieren oder Finanzindizes im Sinne des Artikels 9 Abs. 1 der Richtlinie 2007/16EG, Zinssätze, Wechselkurse, oder Währungen, in die der jeweilige Teilfonds nach den Bestimmungen dieses Verkaufsprospekts investieren, unberücksichtigt bleiben."

Hinzufügung des nachstehenden Art. 5.2.2.9. zur Präzisierung der Anlagemöglichkeit in sonstige Vermögensgegenstände: "Die Anlage in sonstige, nicht in Art. 5 genannte Vermögensgegenstände, ist auf 10% des Wertes des jeweiligen Teilfondsvermögens begrenzt, wobei noch solche Vermögensgegenstände zulässig sind, bei denen eine zuverlässige und nachvollziehbare Bewertung sichergestellt ist."

Die vorgenannten Änderungen des Verwaltungsreglements wurden entsprechend in der Definition der Anlageziele aller Teilfonds mit Ausnahme der Anlageziele des Teilfonds FundSelect Stiftungsvermögen, aufgenommen.

Art. 12 (Kosten) des Verwaltungsreglements wird dahingehend ergänzt, dass auch die Kosten des Risikomanagements vom Fonds getragen werden.

Die Vergütungsregelung für den Teilfonds FundSelect Triton wird zudem dahingehend ergänzt, dass die Verwaltungsgesellschaft für die Verwaltung des Teilfondsvermögens neben dem allgemeinen Verwaltungsentgelt aus dem Teilfondsvermögen eine jährliche erfolgsbezogene Vergütung ("Performance Fee") in Höhe von 10% des gesamten Mehrertrags erhält, der die jährliche Wertentwicklung der für den Teilfonds festgelegten Vergleichsbasis (annualisierter deutscher Verbraucherpreisindex (German Consumer Price Index; Quelle: Statistisches Bundesamt) zuzüglich 1,5 Prozentpunkte

p.a.) übersteigt. Diese Performance Fee ist begrenzt auf jährlich maximal 0,3 % des Netto-Teilfondsvermögens zum Ende der jeweiligen Abrechnungsperiode.

Diese erfolgsbezogene Vergütung setzt voraus, dass der um Ausschüttungen bereinigte Anteilswert zum Ende der jeweiligen Abrechnungsperiode einen neuen Höchststand (High Watermark) im Verhältnis zu den Rücknahmepreisen an den vorherigen Abrechnungszeitpunkten erreicht. Die erfolgsbezogene Vergütung wird durch den Vergleich der Entwicklung der Vergleichsbasis mit der Entwicklung des Nettoinventarwertes vor Abgrenzung der erfolgsbezogenen Vergütung des Teilfonds ermittelt.

Entsprechend dem Ergebnis des wöchentlichen Vergleichs wird eine etwa anfallende erfolgsbezogene Vergütung im Teilfondsvermögen zurückgestellt. Die zurückgestellte Vergütung kann jeweils zum Geschäftsjahresende (30.9.) von der Verwaltungsgesellschaft entnommen werden.

Sollte der Anleger mit diesen Änderungen nicht einverstanden sein, so hat er innerhalb des Zeitraums vom 27. Oktober 2012 bis zum 27. November 2012 hinsichtlich des Teilfonds FundSelect GO sowie vom 30. Oktober 2012 bis zum 30. November 2012 hinsichtlich aller übrigen nicht in Liquidation befindlichen Teilfonds das Recht, seine Anteile kostenlos bei der Verwaltungsgesellschaft, der Depotbank/ Register- und Transferstelle sowie der Zahlstelle zurückzugeben.

Zum 1. Dezember 2012 erscheint ein aktualisierter Verkaufsprospekt. Dem Anleger wird empfohlen, sich den dann gültigen Verkaufsprospekt Ausgabe Dezember 2012, der kostenlos bei einer der nachfolgend aufgeführten Stellen erhältlich ist, anzufordern und sich bei Zweifelsfragen an ihren Anlageberater oder die Feri Trust (Luxembourg) S.A. zu wenden:

Verwaltungsgesellschaft: Feri Trust(Luxembourg), 18 boulevard de la Foire, L-1528 Luxembourg

Zentralverwaltungsstelle: LRI Invest S.A., 1C, rue Gabriel Lippmann, L-5365 Munsbach

Depotbank , Transfer-, Register- und Zahlstelle: Banque LBLux S.A., 3, rue Jean Monnet, L-2180 Luxembourg

Luxembourg, im Oktober 2012.

Die Verwaltungsgesellschaft

Feri Trust (Luxembourg)

Référence de publication: 2012140520/2501/97.

Fairchild Participations S.A., Société Anonyme.

Siège social: L-1882 Luxembourg, 12F, rue Guillaume Kroll.

R.C.S. Luxembourg B 96.317.

Les actionnaires sont convoqués par le présent avis à

l'ASSEMBLEE GENERALE STATUTAIRE

qui se tiendra exceptionnellement le 5 novembre 2012 à 9:00 heures au siège social, avec l'ordre du jour suivant:

Ordre du jour:

1. Rapport de gestion du Conseil d'Administration et rapport du Commissaire aux Comptes
2. Approbation des comptes annuels et affectation des résultats au 31 décembre 2011
3. Décharge aux Administrateurs et au Commissaire aux Comptes
4. Délibération et décision sur la dissolution éventuelle de la société conformément à l'article 100 de la loi modifiée du 10 août 1915 sur les sociétés commerciales
5. Divers.

Le Conseil d'Administration.

Référence de publication: 2012135564/795/17.

Finance et Management des Investissements S.A., SPF, Société Anonyme - Société de Gestion de Patrimoine Familial.

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

R.C.S. Luxembourg B 158.755.

Les actionnaires sont convoqués par le présent avis à

l'ASSEMBLEE GENERALE STATUTAIRE REPORTEE

qui se tiendra le 5 novembre 2012 à 17:30 heures au siège social, avec l'ordre du jour suivant:

Ordre du jour:

1. Rapport de gestion du Conseil d'Administration et rapport du Commissaire aux comptes
2. Approbation des comptes annuels et affectation des résultats au 31 décembre 2011
3. Ratification de la cooptation d'un administrateur
4. Décharge aux Administrateurs et au Commissaire aux comptes

5. Décharge spéciale à l'Administrateur démissionnaire pour l'exercice de son mandat durant la période du 1^{er} janvier 2011 au 1^{er} juillet 2011
6. Divers

Le Conseil d'Administration.

Référence de publication: 2012135565/795/19.

Borgo Immobilière S.A., Société Anonyme.

Siège social: L-2311 Luxembourg, 3, avenue Pasteur.
R.C.S. Luxembourg B 113.952.

Le Conseil d'Administration a l'honneur de convoquer Messieurs les actionnaires par le présent avis, à
l'ASSEMBLEE GENERALE ANNUELLE
qui aura lieu le 6 novembre 2012 à 10.00 heures au siège social, avec l'ordre du jour suivant:

Ordre du jour:

1. Approbation des rapports du Conseil d'Administration et du Commissaire aux Comptes.
2. Approbation du bilan et du compte de profits et pertes au 30 juin 2012, et affectation du résultat.
3. Décharge à donner aux Administrateurs et au Commissaire aux Comptes pour l'exercice de leur mandat au 30 juin 2012.
4. Décision de la continuation de la société en relation avec l'article 100 de la législation des sociétés.
5. Divers.

Le Conseil d'Administration.

Référence de publication: 2012136308/1023/17.

Aesha S.A., Société Anonyme Holding.

Siège social: L-1116 Luxembourg, 6, rue Adolphe.
R.C.S. Luxembourg B 21.828.

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: 2012130618/10.

(120172342) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 octobre 2012.

Aesha S.A., Société Anonyme Holding.

Siège social: L-1116 Luxembourg, 6, rue Adolphe.
R.C.S. Luxembourg B 21.828.

EXTRAIT

L'assemblée générale du 3 octobre 2012 a pris note du non-renouvellement de candidature de Madame Michelle DELFOSSÉ aux fonctions d'administrateur de la société et a nommé en remplacement:

- Madame Stéphanie GRISIUS, Administrateur, M. Phil. Finance B. Sc. Economics, 6, rue Adolphe, L-1116 Luxembourg, Luxembourg.

Son mandat prendra fin lors de l'assemblée générale ordinaire statuant sur les comptes au 31 décembre 2012.

L'assemblée générale du 3 octobre 2012 a renouvelé les mandats des administrateurs.

- Madame Nathalie GAUTIER, Administrateur, employée privée, 6, rue Adolphe, L-1116 Luxembourg, Luxembourg;

- Monsieur Jelle van LEEUWAARDEN, Administrateur-Président, Kennedylaan 6, 6865 BH Doorwerth, Pays-Bas.

Leurs mandats prendront fin lors de l'assemblée générale ordinaire statuant sur les comptes au 31 décembre 2012.

L'assemblée générale du 3 octobre 2012 a renouvelé le mandat du Commissaire aux comptes.

- AUDIT.LU, réviseur d'entreprises, 42, rue des Cerises, L-6113 Junglinster, R.C.S. Luxembourg B 113.620.

Son mandat prendra fin lors de l'assemblée générale ordinaire statuant sur les comptes au 31 décembre 2012.

Luxembourg, le 3 octobre 2012.

Pour AESHA S.A.

Société anonyme

Référence de publication: 2012130617/23.

(120172341) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 octobre 2012.

KPI Retail Property 21 S.à r.l., Société à responsabilité limitée.

Siège social: L-1116 Luxembourg, 6, rue Adolphe.
R.C.S. Luxembourg B 114.058.

In the year two thousand and twelve, on the thirteenth September.

Before Maître Jean Joseph WAGNER, notary, residing at Sanem, Grand Duchy of Luxembourg, undersigned.

There appeared:

ORC Heidi Holdings S.à r.l., a Luxembourg société à responsabilité limitée with registered office at 6, rue Adolphe, L-1116 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 124.976, having a share capital of sixty-nine thousand five hundred and fifty euro (EUR 69,550.-) and

BGP Investment S.à r.l., a Luxembourg société à responsabilité limitée with registered office at 6, rue Jean Monnet, L-2180 Luxembourg, Grand Duchy of Luxembourg registered with the Luxembourg Register of Commerce and Companies under number B 97.795, having a share capital of forty-five thousand euro (EUR 45,000.-),

both duly represented by Mrs. Nathalie GAUTIER, master en gestion des entreprises et administrations, with professional address in Luxembourg,

by virtue of two (2) proxies given under private seal, on 5 July 2012 and 7 September 2012.

Said proxies, initialled "ne varietur" by the proxy holder of the appearing parties and the undersigned notary, will remain annexed to the present deed to be filed at the same time with the registration authorities.

Such appearing parties are the two sole shareholders (the "Shareholders") of the company "KPI RETAIL PROPERTY 21 S.à r.l.", a société à responsabilité limitée having its registered office at 6, rue Adolphe, L-1116 Luxembourg, registered with the Luxembourg Trade and Companies Register under the number B 114.058, incorporated pursuant to a notarial deed on December 30, 2005, published in the Mémorial C Recueil des Sociétés et Associations, number 856 of April 29, 2006. The Articles of incorporation have been amended for the last time on December 24, 2009, pursuant to a notarial deed, published in the Mémorial C Recueil des Sociétés et Associations, number 613 of March 23, 2010 (the "Company")

The appearing parties, represented as stated here above, representing the whole corporate capital require the notary to act the following resolutions:

First resolution

The Shareholders resolve to increase the subscribed corporate capital of the Company by an amount of sixty-five thousand eight hundred twentytwo euro (EUR 65,822.-) so as to bring the Company's issued corporate capital from its current amount of twenty five thousand euro (EUR 25,000.-) to ninety thousand eight hundred twenty-two euro (EUR 90,822.-) by the issue of six thousand nine hundred eleven (6,911) new Class A shares, twenty-six thousand (26,000) new Class B shares, six thousand nine hundred eleven (6,911) new Class C shares and twenty six thousand (26,000) new Class D shares with a nominal value of one euro (EUR 1.-) each, by contribution in cash.

Subscription and Payment

The new six thousand nine hundred eleven (6,911) new Class A shares have been subscribed and entirely paid up by "BGP Investment S.à r.l.", previously named, and has been paid up together with the share premium amounting to seven thousand eighty nine euro (EUR 7,089.-), at the subscription price of six thousand nine hundred eleven euro (EUR 6,911.-), paid up by a contribution in cash;

The new twenty thousand six (26,000) new class B shares have been subscribed and entirely paid up by "ORC Heidi Holdings S.à r.l.", previously named, at the subscription price of twenty six thousand euro (EUR 26,000.-), paid up by a contribution in cash;

The new six thousand nine hundred eleven (6,911) new Class C shares have been subscribed and entirely paid up by "BGP Investment S.à r.l.", previously named, and has been paid up together with the share premium amounting to seven thousand eighty nine euro (EUR 7,089.-), at the subscription price of six thousand nine hundred eleven euro (EUR 6,911.-), paid up by a contribution in cash, and,

The new twenty thousand six (26,000) new class D ordinary shares have been subscribed and entirely paid up by "ORC Heidi Holdings S.à r.l.", previously named, at the subscription price of twenty six thousand euro (EUR 26,000.-), also paid up by a contribution in cash.

The proof of the existence and of the value of the contributions in cash, in a aggregate amount of EIGHTY THOUSAND EURO (EUR 80,000.-), has been produced to the undersigned notary.

Second resolution

The Shareholders decide to amend article 5.1 of the Articles of Association of the Company as follows:

" **5.1.** The corporate capital is fixed at ninety thousand eight hundred twenty-two euro (EUR 90,822.-), represented by nine thousand five hundred thirty-six (9,536) shares of class A (the "Class A Shares") of one euro (EUR 1.-) each, thirty-

five thousand eight hundred seventy-five (35,875) shares of class B (the "Class B Shares") of one euro (EUR 1.-) each, nine thousand five hundred thirty-six (9,536) shares of class C (the "Class C Shares") of one euro (EUR 1.-) each and thirty-five thousand eight hundred seventy-five (35,875) shares of class D (the "Class D Shares" hereafter together with the Class A Shares, the Class B Shares and the Class C Shares referred to as the "Shares") of one Euro (EUR 1.-) each. The holder(s) of the Class A Shares are together referred to as the "A Shareholders", the holder(s) of the Class B Shares are together referred to as the "B Shareholders", the holder(s) of the Class C Shares are together referred to as the "C Shareholders" and the holder(s) of the Class D Shares are together referred to as the "D Shareholders" hereafter together with the A Shareholders, the B Shareholders and the C Shareholders referred to as the "Shareholders".

Third resolution

The Shareholders resolve to amend the register of shareholders of the Company in order to reflect the above changes and empowers and authorises any manager of the Company, each individually, to proceed on behalf of the Company with the registration of the newly issued shares in the register of shareholders of the Company.

Costs

The expenses, costs, remunerations or charges in any form whatsoever which shall be borne by the Company as a result of the present deed are estimated at approximately two thousand euro.

The undersigned notary who understands and speaks English, states herewith that at the request of the appearing persons, the present deed is worked in English, followed by a French version, at the request of the same appearing persons, and in case of divergences between the English and the French texts, the English version will prevail.

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

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

Suit la traduction française du texte qui précède:

L'an deux mille douze, le treize septembre.

Par-devant Maître Jean-Joseph WAGNER, notaire de résidence à Sanem, Grand-Duché de Luxembourg, soussigné.

Ont comparu:

ORC Heidi Holdings S.à r.l., une société à responsabilité limitée de droit luxembourgeois, ayant son siège social au 6 rue Adolphe, L-1116 Luxembourg, Grand-Duché de Luxembourg, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 124.976 ayant un capital social de soixante-neuf mille cinq cent cinquante euros (EUR 69,550,-) et,

BGP Investment S.à r.l., une société à responsabilité limitée de droit luxembourgeois, ayant son siège social au 6, rue Jean Monnet, L-2180 Luxembourg, Grand-Duché de Luxembourg, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 97.795 ayant un capital social de quarante-cinq mille euros (EUR 45,000.-),

les deux dûment représentées par Madame Nathalie GAUTIER, master en gestion des entreprises et administrations, demeurant à Luxembourg,

en vertu de deux (2) procurations données sous seing privé le 5 juillet 2012 et le 7 septembre 2012.

Ces procurations, signées «ne varietur» par la mandataire des parties comparantes et le notaire instrumentaire, resteront annexées au présent acte aux fins de formalisation.

Lesquelles parties comparantes sont les deux seuls associés (les «Associés») de la société «KPI RETAIL PROPERTY 21 S.à r.l.», une société à responsabilité limitée, ayant son siège social au 6, rue Adolphe, L1116 Luxembourg, enregistrée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 114.058, constituée selon un acte notarié en date du 30 décembre 2005, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 856 du 29 avril 2006. Les statuts de la Société ont été modifiés pour la dernière fois en date du 24 décembre 2009, par acte notarié, publié au Mémorial C, Recueil des Sociétés et Associations numéro 613 du 23 mars 2010 (la «Société»).

Lesquelles parties comparantes, représentant l'intégralité du capital social, ont requis le notaire instrumentant d'acter les résolutions suivantes:

Première résolution

Les Associés décident d'augmenter le capital social de la Société d'un montant de soixante-cinq mille huit cent vingt-deux euros (EUR 65.822,-) afin de porter le capital social de la Société de son montant actuel de vingt-cinq mille euros (EUR 25.000,-) à quatre-vingt-dix mille huit cent vingt-deux euros (EUR 90.822,-) par l'émission de six mille neuf cent onze (6.911) nouvelles parts sociales de Catégorie A, vingt-six mille (26.000) nouvelles parts sociales de Catégorie B, six mille neuf cent onze (6.911) nouvelles parts sociales de Catégorie C et vingt-six mille (26.000) nouvelles parts sociales de Catégorie D, ayant une valeur nominale d'un euro (EUR 1,-) chacune, par un apport en numéraire.

Souscription - Libération

Les six mille neuf cent onze (6.911) nouvelles parts sociales de Catégorie A ont été souscrites par «BGP Investment S.à r.l.», prénommée, et payées ensemble avec la prime d'émission de sept mille quatre-vingt neuf euros (EUR 7.089,-), au prix de souscription de six mille neuf cent onze euros (EUR 6.911,-), payé par un apport en numéraire,

Les vingt-six mille (26.000) parts sociales de catégorie B ont été souscrites et libérées intégralement par «ORC Heidi Holdings S.à r.l.», prénommée, au prix de souscription de vingt-six mille euros (EUR 26.000,-), payé par un apport en numéraire,

Les six mille neuf cent onze (6.911) nouvelles parts sociales de Catégorie C ont été souscrites par «BGP Investment S.à r.l.», prénommée, et payées ensemble avec la prime d'émission de sept mille quatre-vingt neuf euros (EUR 7.089,-), au prix de souscription de six mille neuf cent onze euros (EUR 6.911,-), payé par un apport en numéraire, et,

Les vingt-six mille (26.000) parts sociales de catégorie D ont été souscrites et libérées intégralement par «ORC Heidi Holdings S.à r.l.», prénommée, au prix de souscription de vingt-six mille euros (EUR 26.000,-), également payé par un apport en numéraire,

Les documents justificatifs de la souscription et du montant de l'apport de quatre-vingt mille euros (EUR 80.000.-) ont été présentés au notaire soussigné.

Deuxième résolution

Les Associés décident de modifier l'article 5.1 des statuts qui aura désormais la teneur suivante:

" **5.1.** Le capital social souscrit est fixé à quatre-vingt-dix mille huit cent vingt-deux euros (EUR 90.822,-) représenté par neuf mille cinq cent trente-six (9.536) parts sociales de classe A (les "Parts Sociales de Classe A") ayant une valeur nominale de un euro (EUR 1,-) chacune, trente-cinq mille huit cent soixante-quinze (35.875) parts sociales de classe B (les "Parts Sociales de Classe B") ayant une valeur nominale de un euro (EUR 1,-) chacune, neuf mille cinq cent trente-six (9.536) parts sociales de classe C (les Parts Sociales de Classe C) ayant une valeur nominale de un euro (EUR 1,-) chacune et trente cinq mille huit cent soixante-quinze (35.875) parts sociales de classe D (les Parts Sociales de Classe D et ensemble avec les Parts Sociales de Classe A, les Parts Sociales de Classe B et les Parts Sociales de Classe C les Parts Sociales). Les détenteurs des Parts Sociales de Classe A sont définis ci-après les Associés A, les détenteurs des Parts Sociales de Classe B sont définis ci-après les Associés B, les détenteurs des Parts Sociales de Classe C sont définis ci-après les Associés C et les détenteurs des Parts Sociales de Classe D sont définis ci-après les Associés D et ensemble avec les Associés A, les Associés B et les Associés C les Associés."

Troisième résolution

Les Associés décident de modifier le registre des associés de la Société afin d'y faire figurer les changements ci-dessus et donnent pouvoir et autorisent tout gérant de la Société, chacun individuellement, pour procéder pour le compte de la Société à l'inscription des parts sociales nouvellement émises dans le registre des associés de la Société.

Frais

Les frais, dépenses, honoraires et charges de toute nature incombant à la Société en raison du présent acte sont évalués à deux mille euros.

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

Le notaire instrumentant qui connaît la langue anglaise, déclare par la présente qu'à la demande de la comparante ci-dessus, le présent acte est rédigé en langue anglaise, suivi d'une version française, et qu'à la demande de la même comparante, en cas de divergences entre le texte anglais et le texte français, la version anglaise primera.

Le document a été lu à la mandataire de la comparante, connue du notaire par son nom, prénom, état civil et domicile, laquelle comparante a signé avec le notaire le présent acte.

Signé: N. GAUTIER, J.-J. WAGNER.

Enregistré à Esch-sur-Alzette A.C., le 17 septembre 2012. Relation: EAC/2012/12057. Reçu soixante-quinze Euros (75,- EUR).

Le Receveur (signé): SANTIONI.

Référence de publication: 2012130861/156.

(120172685) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 octobre 2012.

HeliGuard S.A., Société Anonyme.

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

R.C.S. Luxembourg B 115.162.

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

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

Référence de publication: 2012130801/9.

(120172309) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 octobre 2012.

Al Green (Luxembourg) II S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 171.793.

STATUTES

In the year two thousand and twelve, on the twenty-eighth of September.

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

THERE APPEARED:

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

here represented by Mrs Linda HARROCH, lawyer, with professional address in Howald, by virtue of a proxy, given in Luxembourg, on 28 September 2012.

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

Such appearing party, acting in his hereabove stated capacities, has required the officiating notary to enact the deed of incorporation of a private limited company (société à responsabilité limitée) which he declares organized and the articles of incorporation of which shall be as follows:

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

2. Registered office.

2.1 The registered office of the Company (the "Registered Office") is established in the city of Luxembourg, Grand Duchy of Luxembourg.

2.2 The Registered Office may be transferred:

2.2.1 to any other place within the same municipality in the Grand Duchy of Luxembourg by:

(a) the Sole Manager (as defined in Article 8.2) if the Company has at the time a Sole Manager; or

(b) the Board of Managers (as defined in Article 8.3) if the Company has at the time a Board of Managers; or

2.2.2 to any other place in the Grand Duchy of Luxembourg (whether or not in the same municipality) by a resolution of the shareholders of the Company (a "Shareholders' Resolution") passed in accordance with these Articles -including Article 13.4 -and the laws from time to time of the Grand Duchy of Luxembourg including the 1915 Law ("Luxembourg Law").

2.3 Should a situation arise or be deemed imminent, whether military, political, economic, social or otherwise, which would prevent normal activity at the Registered Office, the Registered Office may be temporarily transferred abroad until such time as the situation becomes normalised; such temporary measures will not have any effect on the Company's nationality and the Company will, notwithstanding this temporary transfer of the Registered Office, remain a Luxembourg company. The decision as to the transfer abroad of the Registered Office will be made by the Sole Manager or the Board of Managers as appropriate.

2.4 The Company may have offices and branches, both in the Grand Duchy of Luxembourg and abroad.

3. Objects. The objects of the Company are:

3.1 to act as an investment holding company and to co-ordinate the business of any corporate bodies in which the Company is for the time being directly or indirectly interested, and to acquire (whether by original subscription, tender, purchase, exchange or otherwise) the whole of or any part of the stock, shares, debentures, debenture stocks, bonds and other securities issued or guaranteed by any person and any other asset of any kind and to hold the same as investments, and to sell, exchange and dispose of the same;

3.2 to hold any shares, debentures and other securities so acquired; to improve, manage, develop, sell, exchange, lease, mortgage, dispose of, grant options over, turn to account and otherwise deal with all or any part of the property and rights of the Company;

3.3 to carry on any trade or business whatsoever and to acquire, undertake and carry on the whole or any part of the business, property and/or liabilities of any person carrying on any business;

3.4 to invest and deal with the Company's money and funds in any way the Sole Manager or the Board of Managers (as appropriate) think fit and to lend money and give credit in each case to any person with or without security;

3.5 to borrow, raise and secure the payment of money in any way the Sole Manager or the Board of Managers (as appropriate) think fit, including by the issue (to the extent permitted by Luxembourg Law) of debentures and other securities or instruments, perpetual or otherwise, convertible or not, whether or not charged on all or any of the Company's property (present and future) or its uncalled capital, and to purchase, redeem, convert and pay off those securities;

3.6 to acquire an interest in, amalgamate, merge, consolidate with and enter into partnership or any arrangement for the sharing of profits, union of interests, co-operation, joint venture, reciprocal concession or otherwise with any person, including any employees of the Company;

3.7 to enter into any guarantee or contract of indemnity or suretyship, and to provide security, including the guarantee and provision of security for the performance of the obligations of and the payment of any money (including capital, principal, premiums, dividends, interest, commissions, charges, discount and any related costs or expenses whether on shares or other securities) by any person including any body corporate in which the Company has a direct or indirect interest or any person which is for the time being a member or otherwise has a direct or indirect interest in the Company or is associated with the Company in any business or venture, with or without the Company receiving any consideration or advantage (whether direct or indirect), and whether by personal covenant or mortgage, charge or lien over all or part of the Company's undertaking, property, assets or uncalled capital (present and future) or by other means; for the purposes of this Article 3.7 "guarantee" includes any obligation, however described, to pay, satisfy, provide funds for the payment or satisfaction of (including by advance of money, purchase of or subscription for shares or other securities and purchase of assets or services), indemnify and keep indemnified against the consequences of default in the payment of, or otherwise be responsible for, any indebtedness of any other person;

3.8 to do all or any of the things provided in any paragraph of this Article 3 (a) in any part of the world; (b) as principal, agent, contractor, trustee or otherwise; (c) by or through trustees, agents, sub-contractors or otherwise; and (d) alone or with another person or persons;

3.9 to do all things (including entering into, performing and delivering contracts, deeds, agreements and arrangements with or in favor of any person) that are in the opinion of the Sole Manager or the Board of Managers (as appropriate) incidental or conducive to the attainment of all or any of the Company's objects, or the exercise of all or any of its powers;

PROVIDED ALWAYS that the Company will not enter into any transaction which would constitute a regulated activity of the financial sector or require a business license under Luxembourg Law without due authorisation under Luxembourg Law.

4. Duration. The Company is established for an unlimited duration.

5. Share capital.

5.1 The Company's share capital is set at thirty thousand US Dollars (USD 30,000.-) represented by thirty thousand (30,000) shares of one US Dollar (USD 1.-) each and having such rights and obligations as set out in these Articles. In these Articles, "Shareholders" means the holders at the relevant time of the Shares and "Shareholder" shall be construed accordingly.

5.2 The Company may establish a share premium account (the "Share Premium Account") into which any premium paid on any Share is to be transferred. Decisions as to the use of the Share Premium Account are to be taken by the Shareholder(s) subject to the 1915 Law and these Articles.

5.3 The Company may, without limitation, accept equity or other contributions without issuing Shares or other securities in consideration for the contribution and may credit the contributions to one or more accounts. Decisions as to the use of any such accounts are to be taken by the Shareholder(s) subject to the 1915 Law and these Articles. For the avoidance of doubt, any such decision need not allocate any amount contributed to the contributor.

5.4 The share capital of the Company may be increased or reduced by a resolution of the Shareholders adopted in the manner required for the amendment of the Articles.

5.5 The share capital of the Company may be reduced through the cancellation of Shares.

5.6 The company may redeem its own Shares subject to the conditions of the applicable law.

6. Indivisibility of shares.

6.1 Each Share is indivisible.

6.2 A Share may be registered in the name of more than one person provided that all holders of a Share notify the Company in writing as to which of them is to be regarded as their representative; the Company will deal with that representative as if it were the sole Shareholder in respect of that Share including for the purposes of voting, dividend and other payment rights.

7. Transfer of shares.

7.1 During such time as the Company has only one Shareholder, the Shares will be freely transferable.

7.2 During such time as the Company has more than one Shareholder:

7.2.1 Shares may not be transferred other than by reason of death to persons other than Shareholders unless Shareholders holding at least three quarters of the Shares have agreed to the transfer in general meeting;

7.2.2 Shares may not be transmitted by reason of death to persons other than Shareholders unless Shareholders holding at least three quarters of the Shares held by the survivors have agreed to the transfer or in the circumstances envisaged by article 189 of the 1915 Law;

7.2.3 The transfer of Shares is subject to the provisions of articles 189 and 190 of the 1915 Law.

8. Management.

8.1 The Company will be managed by one or more managers ("Managers") who shall be appointed by a Shareholders' Resolution passed in accordance with Luxembourg Law and these Articles.

8.2 If the Company has at the relevant time only one Manager, he is referred to in these Articles as a "Sole Manager".

8.3 If the Company has from time to time more than one Manager, they will constitute a board of managers or conseil de gérance (the "Board of Managers").

8.4 A Manager may be removed at any time for any legitimate reason by a Shareholders' Resolution passed in accordance with Luxembourg Law and these Articles.

9. Powers of the managers. The Sole Manager, when the Company has only one Manager, and at all other times the Board of Managers, may take all or any action, which is necessary or useful to realise any of the objects of the Company, with the exception of those reserved by Luxembourg Law or these Articles to be decided upon by the Shareholders.

10. Representation. Subject as provided by Luxembourg Law and these Articles, the following are authorised to represent and/or bind the Company:

10.1 if the Company has a Sole Manager, the Sole Manager;

10.2 if the Company has more than one Manager, any two Managers;

10.3 any person to whom such power has been delegated in accordance with Article 11.

11. Agent of the managers. The Sole Manager or, if the Company has more than one Manager, any manager may delegate any of their powers for specific tasks to one or more ad hoc agents and will determine any such agent's powers and responsibilities and remuneration (if any), the duration of the period of representation and any other relevant conditions of its agency.

12. Board meetings.

12.1 Meetings of the Board of Managers ("Board Meetings") may be convened by any Manager. The Board of Managers shall appoint a chairman.

12.2 The Board of Managers may validly debate and take decisions at a Board Meeting without complying with all or any of the convening requirements and formalities if all the Managers have waived the relevant convening requirements and formalities either in writing or, at the relevant Board Meeting, in person or by an authorized representative.

12.3 A Manager may appoint any other Manager (but not any other person) to act as his representative (a "Manager's Representative") at a Board Meeting to attend, deliberate, vote and perform all his functions on his behalf at that Board Meeting. A Manager can act as representative for more than one other Manager at a Board Meeting provided that (without prejudice to any quorum requirements) at least two Managers are physically present at a Board Meeting held in person or participate in person in a Board Meeting held under Article 12.5.

12.4 The Board of Managers can only validly debate and take decisions if a majority of the Managers are present or represented. Decisions of the Board of Managers shall be adopted by a simple majority.

12.5 A Manager or his Manager's Representative may validly participate in a Board Meeting through the medium of conference telephone, video conference or similar form of communications equipment (initiated from Luxembourg) provided that all persons participating in the meeting are able to hear and speak to each other throughout the meeting. A person participating in this way is deemed to be present in person at the meeting and shall be counted in the quorum and entitled to vote. Subject to Luxembourg Law, all business transacted in this way by the Managers shall, for the purposes of these Articles, be deemed to be validly and effectively transacted at a Board Meeting, notwithstanding that fewer than the number of directors (or their representatives) required to constitute a quorum are physically present in the same place.

12.6 A resolution in writing signed by all the Managers (or in relation to any Manager, his Manager's Representative) shall be as valid and effective if it had been passed at a Board Meeting duly convened and held and may consist of one or several documents in the like form each signed by or on behalf of one or more of the Managers concerned. For the avoidance of doubt, written resolution shall be avoided in case the Company has to decide any important or strategic decisions.

12.7 The minutes of a Board Meeting shall be signed by and extracts of the minutes of a Board Meeting may be certified by any Manager present at the Meeting.

13. Shareholders' resolutions.

13.1 Each Shareholder shall have one vote for every Share of which he is the holder.

13.2 Subject as provided in Articles 13.3, 13.4 and 13.5, Shareholders' Resolutions are only valid if they are passed by Shareholders holding more than half of the Shares, provided that if that figure is not reached at the first meeting or first written consultations, the Shareholders shall be convened or consulted a second time, by registered letter and the resolution may be passed by a majority of the votes cast, irrespective of the number of Shares represented.

13.3 Shareholders may not change the nationality of the Company or oblige any of the Shareholders to increase their participation in the Company otherwise than by unanimous vote of the Shareholders.

13.4 Subject as provided in Article 13.3, any resolution to change these Articles (including a change to the Registered Office), subject to any provision of the contrary, needs to be passed by a majority in number of the Shareholders representing three quarters of the Shares.

13.5 A resolution to determine the method of liquidating the Company and/or to appoint the liquidators needs to be passed by at least half of the Shareholders representing three quarters of the Shares.

13.6 A meeting of shareholders may validly debate and take decisions without complying with all or any of the convening requirements and formalities if all the Shareholders have waived the relevant convening requirements and formalities either in writing or, at the relevant Shareholders' Meeting, in person or by an authorised representative.

13.7 A Shareholder may be represented at a Shareholders' meeting by appointing in writing (or by fax or e-mail or any similar means) a proxy or attorney who need not be a Shareholder.

13.8 If at the time the Company has no more than twenty-five Shareholders, Shareholders' Resolutions may be passed by written vote of Shareholders rather than at a meeting of Shareholders provided that each Shareholder receives the precise wording of the text of the resolutions or decisions to be adopted and gives his vote in writing.

14. Business year.

14.1 The Company's financial year starts on 1st January and ends on the 31st December of each year.

15. Distributions on shares.

15.1 From the net profits of the Company determined in accordance with Luxembourg Law, five per cent shall be deducted and allocated to a legal reserve fund. That deduction will cease to be mandatory when the amount of the legal reserve fund reaches one tenth of the Company's nominal capital.

15.2 Subject to the provisions of Luxembourg Law and the Articles, the Company may by resolution of the Shareholders declare dividends in accordance with the respective rights of the Shareholders.

15.3 The Sole Manager or the Board of Managers as appropriate may decide to pay interim dividends to the Shareholder(s) before the end of the financial year on the basis of a statement of accounts showing that sufficient funds are available for distribution, it being understood that (i) the amount to be distributed may not exceed, where applicable, realised profits since the end of the last financial year, increased by carried forward profits and distributable reserves, but decreased by carried forward losses and sums to be allocated to a reserve to be established according to the 1915 Law or these Articles and that (ii) any such distributed sums which do not correspond to profits actually earned may be recovered from the relevant Shareholder(s).

15.4 In the event of a dividend declaration, such dividend shall be allocated and paid on a prorata basis.

16. Dissolution and liquidation.

16.1 The liquidation of the Company shall be decided by the Shareholders' meeting in accordance with Luxembourg Law and Article 13. If at the time the Company has only one Shareholder, that Shareholder may, at its option, resolve to liquidate the Company by assuming personally all the assets and liabilities, known or unknown, of the Company.

16.2 After payment of all debts and any charges against the Company and of the expenses of the liquidation, the net liquidation proceeds shall be distributed to the shareholders on a prorata basis.

17. Interpretation and Luxembourg law.

17.1 In these Articles:

17.1.1 a reference to:

- (a) one gender shall include each gender;
- (b) (unless the context otherwise requires) the singular shall include the plural and vice versa;
- (c) a "person" includes a reference to any individual, firm, company, corporation or other body corporate, government, state or agency of a state or any joint venture, association or partnership, works council or employee representative body (whether or not having a separate legal personality);
- (d) a statutory provision or statute includes all modifications thereto and all re-enactments (with or without modifications) thereof.

17.1.2 the headings to these Articles do not affect their interpretation or construction.

17.2 In addition to these Articles, the Company is also governed by all applicable provisions of Luxembourg Law.

Subscription and payment

The thirty thousand (30,000) shares have been subscribed by "AI Global Investments S.à r.l.", prenamed.

All the shares so subscribed are fully paid up in cash so that the amount of thirty thousand US Dollars (USD 30,000.-), is as of now available to the Company, as it has been justified to the undersigned notary.

Transitional dispositions

The first financial year shall begin on the date of the formation of the Company and shall terminate on December 31, 2013.

Expenses

The expenses, costs, remunerations or charges in any form whatsoever which shall be borne by the Company as a result of its incorporation are estimated at approximately one thousand five hundred Euros.

Resolutions of the sole partner

The above named person, representing the entire subscribed capital and considering himself as fully convened, has immediately proceeded to hold an extraordinary general meeting and has passed the following resolutions:

1. The registered office of the Company shall be at 2-4, rue Beck, L-1222 Luxembourg, Grand Duchy of Luxembourg.
2. The following persons are appointed managers of the Company for an indefinite period:
 - Mr. Michael J. RISTAINO, company vice president, born on October 8, 1961 in Massachusetts, United States of America; residing at 75, State Street, 29th Floor, Boston, MA 02109, United States of America;
 - Mrs. Myriam DELTENRE, accountant, born on February 16, 1963 in Arlon, Belgium, residing at 48, Le Pas de Loup, B-6791 Guerlange, Belgium;
 - Mr. Fergal O'HANNRACHAIN, accountant, born on 27 November 1964 in Dublin, residing at 7 rue Tubis, L-2629 Luxembourg, Grand Duchy of Luxembourg; and
 - Mrs. Linda HARROCH, lawyer, born in Casablanca, Marocco on May 10, 1973, residing at 2, rue de Peternelchen, L-2370 Howald, Luxembourg.

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

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

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

Suit la traduction en français du texte qui précède:

L'an deux mille douze, le vingt-huit septembre.

Par-devant Maître Jean-Joseph WAGNER, notaire de résidence à Sanem, Grand-Duché de Luxembourg.

A COMPARU:

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

ici représentée par Madame Linda HARROCH, avocat, demeurant à Howald, en vertu d'une procuration sous seing privé donnée à Luxembourg le 28 septembre 2012.

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

Lequel comparant, représenté comme dit ci-avant, a requis le notaire instrumentant de dresser acte d'une société à responsabilité limitée qu'il déclare constituer et dont il a arrêté les statuts comme suit:

1. Forme et Nom. Ce document constitue les statuts (les «Statuts») de «Al Green (Luxembourg) II S.à r.l.» (la «Société»), une société à responsabilité limitée constituée selon les lois du Grand-Duché de Luxembourg notamment la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée (la «Loi de 1915»).

2. Siège social.

2.1 Le siège social de la Société (le «Siège Social») est établi dans la ville de Luxembourg, Grand-Duché de Luxembourg.

2.2 Le Siège Social peut être transféré:

2.2.1 en tout autre endroit au sein de la même commune du Grand-Duché de Luxembourg par:

(a) L'associé Unique (tel que défini à l'Article 8.2) si la Société est administrée par un Associé Unique; ou

(b) Le Conseil de Gérance (tel que défini à l'Article 8.3) si la Société administrée par un Conseil de Gérance; ou

2.2.2 en tout autre endroit du Grand-Duché de Luxembourg (au sein de la même commune ou non) par résolution des associés de la Société (une «Résolution des Associés») prise en conformité avec ces Statuts notamment l'article 13.4 - et les lois en vigueur au Grand-Duché de Luxembourg notamment la Loi de 1915 (la «Loi Luxembourgeoise»).

2.3 Au cas où des événements d'ordre militaire, politique, économique ou social de nature à compromettre l'activité normale au Siège Social de la Société se seraient produits ou seraient imminents, le Siège Social pourra être transféré provisoirement à l'étranger jusqu'à cessation complète de ces circonstances anormales; cette mesure provisoire n'aura toutefois aucun effet sur la nationalité de la Société, laquelle, nonobstant ce transfert provisoire de siège social, restera de nationalité luxembourgeoise. La décision de transférer le Siège Social à l'étranger sera prise par l'Associé Unique ou le Conseil de gérance, le cas échéant.

2.4 La Société peut ouvrir des bureaux ou des succursales au sein du Grand-Duché de Luxembourg et à l'étranger.

3. Objet. L'objet de la Société est:

3.1 d'agir en tant que société holding d'investissement et de coordonner l'activité de toutes entités dans lesquelles la Société a un intérêt direct ou indirect, et d'acquérir (soit par souscription originale, offre publique, achat, échange ou autre) la totalité ou une partie du capital, des actions, des obligations, des bons ou autres titres émis ou garantis par toute personne et tout autre actif et de les détenir en tant qu'investissements, de les vendre, de les échanger et d'en disposer;

3.2 de détenir toutes actions, obligations et autres titres ainsi acquis; d'améliorer, gérer, développer, vendre, échanger, louer, hypothéquer, disposer de, octroyer des options sur, ou négocier la totalité ou une partie des biens et droits de la Société;

3.3 de réaliser tout commerce ou affaires de toutes sortes et d'acquérir, entreprendre ou poursuivre tout ou une partie des affaires, des biens et/ou passifs de toute personne réalisant des affaires;

3.4 d'investir et de négocier de l'argent et les fonds de la Société de quelque manière que le Gérant Unique ou le Conseil de Gérance (tel qu'approprié) estime adéquate et de prêter de l'argent et d'octroyer crédit à toute personne avec ou sans garantie;

3.5 d'emprunter, lever ou garantir le paiement de sommes d'argent de quelque manière que l'Administrateur Unique ou le Conseil de Gérance estime adéquate, incluant l'émission (dans le cadre permis par la Loi Luxembourgeoise) d'obligations et autres titres ou instruments financiers, perpétuels ou autre, convertibles ou non, à payer ou non sur la totalité ou une partie des biens de la Société (présents et futurs) ou sur son capital non encore libéré, et d'acheter, racheter, convertir et rembourser ces titres;

3.6 d'acquérir tout intérêt dans, fusionner avec, ou entrer dans tout partenariat ou accord relatif au partage de profits, l'union d'intérêts, la coopération, la participation en société, la concession mutuelle ou autre, avec toute personne, incluant tout employé de la Société;

3.7 de conclure toute garantie ou tout engagement d'indemniser, et de fournir toute sûreté incluant les garanties et octroi de sûretés pour la réalisation d'obligations et le paiement de toute somme d'argent (incluant le capital, le principal, les primes, dividendes, intérêts, commissions, charges, escomptes ou tous coûts relatifs ou dépenses sur actions ou autre titres) par toute personne incluant toute entité sociale dans laquelle la Société a un intérêt direct ou indirect ou toute personne étant membre ou ayant un intérêt direct ou indirect dans la Société ou étant associée avec la Société dans toute activité ou entreprise, que la Société en reçoive ou non une contrepartie ou un avantage (direct ou indirect), soit par engagement personnel ou hypothèque, sûreté ou privilège sur tout ou une partie du fonds de commerce, des biens, des actifs ou du capital non encore libéré de la Société (présent et futur) ou par tout autre moyen; pour les besoins du présent Article 3.9 "garantie" inclut toute obligation, quel qu'en soit le libellé, de payer, satisfaire, fournir des fonds pour le paiement ou la satisfaction de (incluant l'avance d'argent, l'achat ou la souscription d'actions ou autres titres et l'achat d'actifs ou de services), d'indemniser et maintenir indemnisé contre les conséquences d'un défaut de paiement, ou d'être responsable, de toute autre manière, des dettes de toute autre personne;

3.8 de faire toute chose prévue aux paragraphes du présent Article 3 (a) dans toute partie du monde; (b) en tant que commettant, agent, le contractant, fiduciaire ou autre; (c) par l'intermédiaire de fiduciaires, agents, sous-contractants ou autres; (d) seul ou avec d'autre(s) personne(s);

3.9 de faire toutes choses (incluant conclure, réaliser ou délivrer des contrats, actes, accords et arrangements avec ou en faveur de toute personne) que le Gérant Unique ou le Conseil de Gérance (tel qu'approprié) considère comme incitant ou propice à l'accomplissement de tout ou partie de l'objet social de la Société, ou l'exercice de tout ou partie des pouvoirs de celle-ci;

SOUS RESERVE que la Société n'entrera jamais dans aucune opération qui constituerait une activité réglementée du secteur financier ou qui exigerait une licence professionnelle conformément à la Loi Luxembourgeoise, sans l'autorisation requise par celle-ci.

4. Durée. La Société est constituée pour une durée illimitée.

5. Capital social.

5.1 Le capital social de la Société est de trente mille Dollars US (USD 30.000,-), représenté par trente mille (30.000) parts sociales, d'une valeur d'un Dollar US (USD 1,-) chacune ayant les droits et obligations tel que prévus par les Statuts. Dans les présents Statuts, «Associés» signifie les détenteurs au moment opportun de Parts Sociales et «Associé» devra être interprété conformément.

5.2 La Société peut établir un compte de prime d'émission (le «Compte de Prime d'Emission») sur lequel toute prime d'émission payée pour toute Part Sociale sera versée. Les décisions visant à utiliser le Compte de Prime d'Emission doivent être prises par les Associé(s) conformément à la Loi de 1915 et aux présents Statuts.

5.3 La Société peut, sans restriction, accepter de l'equity ou d'autres contributions sans émettre de Parts Sociales ou d'autres titres en contrepartie de celles-ci et peut inscrire ces contributions sur un ou plusieurs comptes. Les décisions relatives à l'utilisation de l'un de ces comptes doivent être prises par les Associé(s) conformément à la Loi de 1915 et aux présents Statuts. Pour éviter tout doute une telle décision ne doit allouer aucune des contributions au contributeur.

5.4 Le capital social de la Société pourra être augmenté ou réduit par une résolution des associés adoptée de la manière requise pour la modification des présents Statuts.

5.5 Le capital social de la Société pourra être réduit par l'annulation de Parts Sociales.

5.6 La Société pourra racheter ses propres Parts Sociales dans les conditions requises par la loi.

6. Indivisibilité des parts sociales.

6.1 Chaque Part Sociale est indivisible.

6.2 Une Part Sociale peut être enregistrée au nom de plusieurs personnes sous réserve que tous les détenteurs d'une Part Sociale notifient par écrit à la Société lequel d'entre eux devra être considéré comme leur représentant; la Société s'adressera à ce représentant comme s'il était l'unique associé au regard de cette Part Sociale notamment eu égard à l'exercice du droit de vote, aux dividendes ainsi qu'à tous autres droits à paiement.

7. Transfert des parts.

7.1 Dans l'hypothèse où la Société ne comprend qu'un seul Associé, les Parts Sociales seront librement transmissibles.

7.2 Dans l'hypothèse où la Société comprend plusieurs Associés:

7.2.1 Les Parts Sociales ne sont pas transmissibles autrement qu'à cause de mort à d'autres personnes que les Associés à moins que les Associés détenant au moins les trois quarts des Parts Sociales aient accepté le transfert en assemblée générale;

7.2.2 Les Parts Sociales ne peuvent être transmises à cause de mort à d'autres personnes que les Associés à moins que les Associés détenant au moins les trois quarts des Parts Sociales détenues par les ayants droit aient accepté le transfert ou dans les circonstances prévues par l'article 189 de la Loi de 1915;

7.2.3 Le transfert de Parts Sociales est soumis aux dispositions des articles 189 et 190 de la Loi de 1915.

8. Gérance.

8.1 La Société est administrée par un ou plusieurs gérants ("Gérants") nommés par une Résolution des Associés prise en conformité avec la Loi Luxembourgeoise et les présents Statuts.

8.2 Dans le cas où la Société est administrée par un seul gérant, il est défini ci-après comme le «Gérant Unique».

8.3 En cas de pluralité de gérants, ils constitueront un conseil de gérance (le «Conseil de Gérance»).

8.4 Un gérant pourra être révoqué à tout moment, pour toute cause légitime, par Résolution des Associés prise en conformité avec la Loi Luxembourgeoise et les présents Statuts.

9. Pouvoirs des gérants. Le Gérant Unique, lorsque la Société n'a qu'un seul gérant, ou dans tous les autres cas, le Conseil de Gérance, peut prendre toutes les actions nécessaires ou utiles à la réalisation de l'objet social de la Société, à l'exception de celles requérant une décision des Associés conformément à la Loi Luxembourgeoise ou aux présents Statuts.

10. Représentation de la société. Sous réserve des dispositions prévues par la Loi Luxembourgeoise et les présents Statuts, les personnes suivantes son autorisées à représenter et/ou engager la Société:

10.1 Dans le cas où la Société n'a qu'un Gérant Unique, le Gérant Unique;

10.2 En cas de pluralité de gérants, deux des Gérants;

10.3 Toute personne à qui le pouvoir aura été délégué en conformité avec l'Article 11.

11. Agent des gérants. Le Gérant Unique, ou en cas de pluralité de Gérants, tout gérant, peut déléguer ses pouvoirs à un ou plusieurs mandataires ad hoc pour des tâches déterminées et détermine les pouvoirs, responsabilités et la rémunération (le cas échéant) de tout mandataire, la durée de représentation de la Société ainsi que toutes autres conditions de leur mandat.

12. Réunion du Conseil de Gérance.

12.1 Les réunions du Conseil de Gérance (les «Réunions du Conseil de Gérance») sont convoquées par tout Gérant. Le Conseil de Gérance nommera un président.

12.2 Le Conseil de Gérance peut valablement débattre et prendre des décisions lors d'une Réunion du Conseil de Gérance sans convocation préalable si tous les gérants ont renoncé aux formalités de convocation, soit par écrit ou lors de la dite Réunion du Conseil de Gérance en personne ou par un représentant autorisé.

12.3 Tout Gérant est autorisé à se faire représenter lors d'une Réunion du Conseil de Gérance par un autre Gérant (à l'exclusion de toute autre personne), pour assister, délibérer, voter et exécuter ses fonctions en son nom lors de cette

Réunion du Conseil de Gérance. Un Gérant peut agir en tant que représentant de plusieurs autres Gérants lors d'une Réunion du Conseil de Gérance sous réserve que (et tant que les conditions de quorum sont satisfaites) au moins deux Gérants soient physiquement présents à la Réunion du Conseil de Gérance tenue en personne ou participent à la Réunion du Conseil de Gérance tenue conformément à l'Article 12.5.

12.4 Le Conseil de Gérance ne peut valablement débattre et prendre des décisions que si une majorité de ses membres est présente ou représentée. Les décisions du Conseil de Gérance seront adoptées à une majorité simple.

12.5 Tout Gérant ou son représentant peut valablement participer à une Réunion du Conseil de Gérance par conférence téléphonique, vidéo conférence ou tout autre moyen de communication similaire (initiée depuis le Luxembourg) sous réserve que chaque participant est en mesure d'entendre et d'être entendu par tous les autres participants tout au long de la réunion. Ledit participant sera réputé présent à la réunion, sera comptabilisé dans le quorum et habilité à prendre part au vote. Conformément à la Loi Luxembourgeoise, toute affaire conclue de telle manière par les Gérants sera, pour les besoins de ces Statuts, réputée valablement et effectivement conclue par le Conseil de Gérance, nonobstant le fait que le nombre de Gérants (ou leur représentant) physiquement présents au même endroit est inférieur au nombre requis.

12.6 Une résolution écrite, signée par tous les Gérants (ou pour tout Gérant, son représentant), est valide et effective comme si elle avait été adoptée lors d'une Réunion du Conseil de Gérance dûment convoquée et tenue et peut être documentée dans un document unique ou dans plusieurs documents ayant le même contenu, signés par ou au nom d'un ou plusieurs des Gérants. Les résolutions écrites devront être évitées en cas de prise de décisions importantes et stratégiques.

12.7 Les procès-verbaux des Réunions du Conseil de Gérance sont signés et les extraits de ces procès-verbaux certifiés par tous les Gérants présents aux réunions.

13. Résolutions des associés.

13.1 Tout Associé dispose d'un vote pour chaque action qu'il détient.

13.2 Comme prévu aux Articles 13.3, 13.4 et 13.5, les Résolutions des Associés sont valablement prises seulement si les Associés détenant plus de la moitié du capital social les adoptent, toutefois si le quorum n'est pas atteint lors de la première réunion ou première consultation écrite, les Associés peuvent être convoqués ou consultés une seconde fois, par lettre recommandée avec accusé de réception et la résolution pourra être prise à la majorité des votes enregistrés, sans tenir compte du nombre de Parts Sociales représentées.

13.3 Le changement de nationalité de la Société ainsi que l'accroissement des participations des Associés dans la Société requièrent l'unanimité.

13.4 Tel qu'il est prévu à l'Article 13.3, toute résolution modifiant les Statuts (y compris un changement de Siège Social) ne peut être adoptée que par une majorité en nombre des Associés détenant au moins les trois quarts des Parts Sociales.

13.5 Une résolution visant à déterminer la méthode de liquidation de la Société et/ou à nommer les liquidateurs ne peut être adoptée que par une majorité en nombre des Associés détenant au moins les trois quarts des Parts Sociales.

13.6 Une assemblée des Associés peut valablement débattre et prendre des décisions sans convocation préalable si tous les Associés ont renoncé aux formalités de convocation, soit par écrit ou lors de la dite assemblée en personne ou par représentant autorisé.

13.7 Un Associé pourra être représenté à une assemblée des Associés en nommant par écrit (par fax ou par e-mail ou par tout autre moyen similaire) un mandataire qui ne doit pas être nécessairement un Associé.

13.8 S'il y a moins de vingt-cinq Associés, les Résolutions des Associés pourront être prises par écrit et non en assemblée, sous réserve que chaque Associé reçoive le texte exact des résolutions et des décisions à adopter et donne son vote part écrit.

14. Exercice social.

14.1 L'année sociale de la Société commence le 1^{er} janvier et se termine le 31 décembre de chaque année.

15. Distribution des parts.

15.1 Du bénéfice net, déterminé en conformité avec la Loi Luxembourgeoise, cinq pour cent seront prélevés et alloués à la constitution de la réserve légale. Ce prélèvement cessera d'être obligatoire lorsque le montant de celle-ci aura atteint dix pour cent du capital nominal de la Société.

15.2 Dans le respect de la Loi luxembourgeoise et des présents Statuts, la Société peut distribuer des dividendes conformément aux droits respectifs des Associés.

15.3 Le Gérant unique ou le Conseil de Gérance, le cas échéant, peut décider de payer des dividendes intérimaires au (x) associé(s) avant la fin de l'exercice social sur la base d'une situation de comptes montrant que des fonds suffisants sont disponibles pour la distribution, étant entendu que (i) le montant à distribuer ne peut pas excéder, si applicable, les bénéfices réalisés depuis la fin du dernier exercice social, augmentés des bénéfices reportés et des réserves distribuables, mais diminués des pertes reportées et des sommes allouées à la réserve établie selon la Loi ou selon les présents Statuts et que (ii) de telles sommes distribuées qui ne correspondent pas aux bénéfices effectivement réalisés seront remboursées par l'associé(s).

15.4 En cas de déclaration de dividende, un tel dividende devra être alloué et payé au prorata.

16. Dissolution et liquidation.

16.1 La dissolution de la Société sera décidée par l'assemblée des Associés en conformité avec la Loi Luxembourgeoise et l'Article 13. Si à tout moment il n'y a qu'un seul Associé, celui-ci peut à sa propre discrétion, décider de liquider la Société en prenant personnellement à sa charge tous les actifs et dettes, connus ou inconnus, de la Société.

16.2 Après paiement de toutes les dettes et de toutes les charges de la Société et des dépenses de liquidation, les produits nets de la liquidation seront distribués aux associés au prorata de leur détention dans la Société.

17. Interprétation et loi luxembourgeoise.

17.1 Dans les présents Statuts:

17.1.1 Une référence à:

- (a) un genre inclut tous les genres;
- (b) (à moins que le contexte ne requiert autrement) l'utilisation du singulier inclut le pluriel et inversement;
- (c) une "personne" inclut la référence à tout particulier, entreprise, corporation et autre entité sociétaire, gouvernement, état ou organisme d'état ou toute société commune, association ou partenariat, ou tout corps syndical (qu'il ait ou non une personnalité juridique propre);
- (d) une disposition légale ou loi inclut toutes modifications et toutes refontes de celle-ci (avec ou sans modification).

17.1.2 Les titres contenus dans les présents Statuts n'affectent pas leur interprétation.

17.2 En sus des présents Statuts, la Société est aussi soumise à toutes dispositions applicables de la Loi Luxembourgeoise.

Souscription et libération

«Al Global Investments S.à r.l.», prénommée, a souscrit l'ensemble des trente mille (30.000) parts sociales.

Toutes les parts souscrites ont été entièrement payées en numéraire de sorte que la somme de trente mille Dollars US (USD 30.000,-) est dès maintenant à la disposition de la Société, ce dont il a été justifié au notaire soussigné.

Dispositions transitoires

Le premier exercice social commence à la date de la constitution de la Société et finira le 31 décembre 2013.

Frais

Le montant des frais et dépenses, rémunérations et charges, sous quelque forme que ce soit, qui incombe à la Société ou qui est mis à charge à raison de sa constitution est évalué environ à mille cinq cents Euros.

Résolutions de l'associé unique

Et aussitôt l'associé, représentant l'intégralité du capital social et se considérant comme dûment convoqué, a tenu une assemblée générale extraordinaire et a pris les résolutions suivantes:

1. Le siège social de la Société est établi au 2-4 rue Beck, L-1222 Luxembourg.
2. Les personnes suivantes sont nommées gérants de la Société pour une durée indéterminée:
 - Monsieur Michael J. RISTAINO, vice-président de société, né le 8 octobre 1961 à Massachusetts, Etats-Unis d'Amérique, demeurant au 75 State Street, 29th Floor, Boston, MA 02109, Etats-Unis d'Amérique;
 - Madame Myriam DELTENRE, comptable, née le 16 février 1963 à Arlon, Belgique, demeurant au 48, Le Pas de Loup, B-6791 Guerlange, Belgique;
 - Monsieur Fergal O'HANNRACHAIN, comptable, né le 27 novembre 1964 à Dublin et demeurant au 7 rue Tubis, L-2629 Luxembourg, Grand-Duché de Luxembourg; et
 - Madame Linda HARROCH, née le 10 mai 1973 à Casablanca, Maroc, demeurant au 2, rue de Peternelchen, L-2370 Howald, Luxembourg.

Dont acte, passé à Luxembourg, les jour, mois et an figurant en tête des présentes.

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

Et après lecture faite et interprétation donnée à la mandataire du comparant, connue du notaire instrumentaire par son nom, prénom usuel, état et demeure, elle a signé le présent acte avec le notaire.

Signé: L. HARROCH, J.-J. WAGNER.

Enregistré à Esch-sur-Alzette A.C., le 4 octobre 2012. Relation: EAC/2012/12951. Reçu soixante-quinze Euros (75.- EUR).

Le Receveur (signé): SANTIONI.

Référence de publication: 2012130621/493.

(120172580) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 octobre 2012.

Bayside International S.A., Société Anonyme Holding.

Siège social: L-2311 Luxembourg, 3, avenue Pasteur.

R.C.S. Luxembourg B 66.780.

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Extrait des résolutions prises lors de l'assemblée générale ordinaire du 8 mai 2012

Ratification de la décision prise par le Conseil d'Administration du 15 mars 2012 de coopter Monsieur Jean-Marie LEGENDRE, né le 1^{er} février 1946 à Paris (France), domicilié au 56, Boulevard Napoléon I^{er}, L-2210 Luxembourg, au titre d'administrateur en remplacement de Monsieur Norbert SCHMITZ, administrateur démissionnaire.

Son mandat viendra à échéance lors de l'assemblée générale de 2016.

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

Pour la société

BAYSIDE INTERNATIONAL S.A.

Référence de publication: 2012130657/15.

(120172315) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 octobre 2012.

Benneman S.A., Société Anonyme.

Siège social: L-1116 Luxembourg, 6, rue Adolphe.

R.C.S. Luxembourg B 65.881.

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EXTRAIT

L'assemblée générale du 4 octobre 2012 a pris note du non-renouvellement de candidature de Madame Michelle DELFOSSE aux fonctions d'administrateur de la société et a nommé en remplacement:

- Madame Stéphanie GRISIUS, Administrateur, M. Phil. Finance B. Sc. Economics, 6, rue Adolphe, L-1116 Luxembourg, Luxembourg.

Son mandat prendra fin lors de l'assemblée générale ordinaire statuant sur les comptes au 31 décembre 2012.

L'assemblée générale du 4 octobre 2012 a renouvelé les mandats des administrateurs.

- Madame Nathalie GAUTIER, Administrateur, employée privée, 6, rue Adolphe, L-1116 Luxembourg, Luxembourg;

- Monsieur Jelle van LEEUWAARDEN, Administrateur-Président, Kennedylaan 6, 6865 BH Doorwerth, Pays-Bas.

Leurs mandats prendront fin lors de l'assemblée générale ordinaire statuant sur les comptes au 31 décembre 2012.

L'assemblée générale du 4 octobre 2012 a renouvelé le mandat du Commissaire aux comptes.

- AUDIT.LU, réviseur d'entreprises, 42, rue des Cerises, L-6113 Junglinster, R.C.S. Luxembourg B 113.620.

Son mandat prendra fin lors de l'assemblée générale ordinaire statuant sur les comptes au 31 décembre 2012.

Luxembourg, le 4 octobre 2012.

Pour BENNEMAN S.A.

Société anonyme

Référence de publication: 2012130658/23.

(120172358) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 octobre 2012.

Benneman S.A., Société Anonyme.

Siège social: L-1116 Luxembourg, 6, rue Adolphe.

R.C.S. Luxembourg B 65.881.

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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: 2012130659/10.

(120172359) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 octobre 2012.

Blu International S.A., Société Anonyme.

R.C.S. Luxembourg B 79.025.

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CLÔTURE DE LIQUIDATION

Par jugement du 04 octobre 2012, le tribunal d'arrondissement de et à Luxembourg, VI^e section, siégeant en matière commerciale a déclaré closes pour absence d'actif les opérations de la liquidation de la société BLU INTERNATIONAL SA ayant eu son siège social à L-1145 Luxembourg, 180 Rue des Aubépines.

Les frais ont été mis à charge du Trésor

Pour extrait conforme
Me Pierre FELTGEN
Liquidateur

Référence de publication: 2012130663/14.

(120172356) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 octobre 2012.

Bergam S.A., Société Anonyme.

R.C.S. Luxembourg B 40.952.

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LIQUIDATION JUDICIAIRE

Par jugement en date du 4 octobre 2012, le Tribunal d'Arrondissement de et à Luxembourg, siégeant en matière commerciale, a ordonné en vertu de l'article 203 de la loi du 10 août 1915 concernant les sociétés commerciales, la dissolution et la liquidation de la société suivante:

- BERGAM SA, avec siège social à L-1461 Luxembourg, 31 rue d'Eich, siège dénoncé en date du 30/10/2009.

Le même jugement a nommé juge commissaire Madame Carole BESCH, juge, et liquidateur Me Marie-Christine GAUTIER, avocat, demeurant à Luxembourg.

Il ordonne aux créanciers de faire la déclaration de leurs créances avant le 26/10/2012 au greffe de la 6^{ème} chambre de ce Tribunal.

Pour extrait conforme
Maître Marie-Christine GAUTIER
22, rue Marie-Adélaïde
L-2128 Luxembourg

Référence de publication: 2012130661/19.

(120172345) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 octobre 2012.

BlueBay Structured Funds, Société d'Investissement à Capital Variable.

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

R.C.S. Luxembourg B 108.083.

Suite à l'assemblée générale ordinaire du 25 octobre 2011, les actionnaires de la société d'investissement à capital variable 'BlueBay Structured Funds' ont pris les résolutions suivantes:

- réélection des membres du conseil d'administration de la société 'BlueBay Structured Funds'. Désormais, le conseil d'administration de la société est composé comme suit, jusqu'à la date de la prochaine assemblée générale qui se tiendra en 2012:

- * Claude Niedner
- * Robert Raymond
- * Nicholas Williams
- * Henry Kelly
- * Jordan Kitson

- Election de Deloitte Audit, enregistrée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 67.895 et domicilié au 560, Rue de Neudorf, L-2220 Luxembourg, en tant que réviseur d'entreprise pour une durée d'une année, jusqu'à l'assemblée générale ordinaire qui se tiendra en 2012.

L'adresse de Nicholas Williams est désormais Tamariu, Maplefield Lane, Chalfont St Giles HP8 4TY, Royaume Uni.

Luxembourg, le 8 Octobre 2012.

Brown Brothers Harriman (Luxembourg) S.C.A.

Référence de publication: 2012130668/23.

(120172313) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 octobre 2012.

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

R.C.S. Luxembourg B 104.750.

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LIQUIDATION JUDICIAIRE

Par jugement en date du 4 octobre 2012, le Tribunal d'Arrondissement de et à Luxembourg, siégeant en matière commerciale, a ordonné en vertu de l'article 203 de la loi du 10 août 1915 concernant les sociétés commerciales, la dissolution et la liquidation de la société suivante:

- GERICO sàrl, avec siège social à L-2210 LUXEMBOURG, 54 bd Napoléon 1^{er}, siège dénoncé le 22/03/2007

Le même jugement a nommé juge commissaire Madame Carole BESCH, juge, et liquidateur Me Marie-Christine GAUTIER, avocat, demeurant à Luxembourg.

Il ordonne aux créanciers de faire la déclaration de leurs créances avant le 26/10/2012 au greffe de la 6^{ème} chambre de ce Tribunal.

Pour extrait conforme
Maître Marie-Christine GAUTIER
22, rue Marie-Adelaïde
L-2128 Luxembourg

Référence de publication: 2012130784/19.

(120172334) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 octobre 2012.

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

Siège social: L-7373 Lorentzweiler, 101, route de Luxembourg.

R.C.S. Luxembourg B 92.375.

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.

Luxembourg, le 8 octobre 2012.

Paul DECKER
Le Notaire

Référence de publication: 2012130693/12.

(120172332) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 octobre 2012.

De Kéisplateau S.à r.l., Société à responsabilité limitée.

Siège social: L-1865 Luxembourg, 8, rue J.P. Koenig.

R.C.S. Luxembourg B 170.756.

Es resultiert aus einer ausserordentlicher Gesellschafterversammlung der Gesellschaft, „De Kéisplateau S.à r.l.“ gehalten am 27. September 2012, dass

- Den Gesellschaftssitz nach 8, rue J.P. Koenig, L-1865 Luxembourg verlegt wird.

Luxembourg, le 1^{er} octobre 2012.

Pour extrait conforme
Martine SCHAEFFER
Notaire

Référence de publication: 2012130708/14.

(120172311) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 octobre 2012.

Diamond Water STEX Corporation S.A., Société Anonyme.

R.C.S. Luxembourg B 118.585.

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LIQUIDATION JUDICIAIRE

Par jugement en date du 4 octobre 2012, le Tribunal d'Arrondissement de et à Luxembourg, siégeant en matière commerciale, a ordonné en vertu de l'article 203 de la loi du 10 août 1915 concernant les sociétés commerciales, la dissolution et la liquidation de la société suivante:

- DIAMOND WATER STEX CORPORATION SA, avec siège social à L-1855 LUXEMBOURG, 46A avenue J F Kennedy, siège dénoncé en date du 26 janvier 2010.

Le même jugement a nommé juge commissaire Madame Carole BESCH, juge, et liquidateur Me Marie-Christine GAUTIER, avocat, demeurant à Luxembourg.

Il ordonne aux créanciers de faire la déclaration de leurs créances avant le 26/10/2012 au greffe de la 6^{ème} chambre de ce Tribunal.

Pour extrait conforme
Maître Marie-Christine GAUTIER
22, rue Marie-Adelaïde
L-2128 Luxembourg

Référence de publication: 2012130710/20.

(120172338) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 octobre 2012.

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

R.C.S. Luxembourg B 102.049.

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LIQUIDATION JUDICIAIRE

Par jugement en date du 4 octobre 2012, le Tribunal d'Arrondissement de et à Luxembourg, siégeant en matière commerciale, a ordonné en vertu de l'article 203 de la loi du 10 août 1915 concernant les sociétés commerciales, la dissolution et la liquidation de la société suivante:

- KaTES sarl, avec siège social à L-2210 LUXEMBOURG, 38 bd Napoléon 1^{er}, siège dénoncé le 26/01/2007

Le même jugement a nommé juge commissaire Madame Carole BESCH, juge, et liquidateur Me Marie-Christine GAUTIER, avocat, demeurant à Luxembourg.

Il ordonne aux créanciers de faire la déclaration de leurs créances avant le 26/10/2012 au greffe de la 6^{ème} chambre de ce Tribunal.

Pour extrait conforme
Maître Marie-Christine GAUTIER
22, rue Marie-Adelaïde
L-2128 Luxembourg

Référence de publication: 2012130853/19.

(120172337) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 octobre 2012.

Eupromedia S.A., Société Anonyme.

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

R.C.S. Luxembourg B 136.760.

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.

Luxembourg, le 5/10/2012.

G.T. Experts Comptables S.à r.l.
Luxembourg

Référence de publication: 2012130726/12.

(120172308) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 octobre 2012.

FRISING Décoration S.à r.l., Société à responsabilité limitée.

Siège social: L-1333 Luxembourg, 10, rue Chimay.
R.C.S. Luxembourg B 58.965.

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.

Luxembourg, le 08/10/2012.

G.T. Experts Comptables Sàrl
Luxembourg

Référence de publication: 2012130770/12.

(120172318) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 octobre 2012.

Stratton III S.à r.l., Société à responsabilité limitée.

Capital social: GBP 169.640,00.

Siège social: L-2453 Luxembourg, 19, rue Eugène Ruppert.
R.C.S. Luxembourg B 107.841.

In the year two thousand and twelve, on the twenty-fifth of September.

Before Us, Maître BECK, notary, residing in Echternach, the Grand Duchy of Luxembourg.

There appeared:

The company Corum UK Holdings 1 Limited, having its registered office in Sarnia House, Le Truchot, St Peter Port, GY1 4NA Guernsey, registered with the British Virgin Islands Financial Services Commission under the number 1533200, here represented by:

- Mrs Catherine Peuteman, private employee, residing professionally at 19, rue Eugène Ruppert, L-2453 Luxembourg, and

- Mr Patrice Yande, private employee, residing professionally at 19 rue Eugène Ruppert, L-2453 Luxembourg, by virtue of a proxy established on September 19, 2012.

The said proxy signed "ne varietur" by the proxyholders of the company appearing and the undersigned notary will remain annexed to the present deed to be filed with the registration authorities.

Such appearing party, through its proxyholder, has requested the undersigned notary to state that:

I. The appearing party is the shareholder of the private limited liability company ("Société à responsabilité limitée") established in Luxembourg under the name of "STRATTON III S.à r.l.", having its registered office at L-2453 Luxembourg, 19, rue Eugène Ruppert, registered with the Luxembourg Trade and Companies' Register under the number B 107.841,

incorporated by deed of the notary Henri HELLINCKX, the residing in Mersch, on the 27th of April 2005, published in the Mémorial C Recueil des Sociétés et Associations number 944 of September 26, 2005, and which articles of incorporation have been amended for the last time pursuant to a deed of the undersigned notary on the 30th of September 2010, published in the Mémorial C Recueil des Sociétés et Associations number 2426 of November 11, 2010.

II. The Company's share capital is set at FIVE HUNDRED AND THIRTY-TWO THOUSAND THREE HUNDRED POUNDS (GBP 532,300.-) divided into TWENTY-SIX THOUSAND SIX HUNDRED AND FIFTEEN (26,615) shares with a nominal value of TWENTY POUNDS (GBP 20.-) each, owned as follows:

501 shares of Class A
4,672 shares of Class B
4,126 shares of Class C
3,125 shares of Class D
2,933 shares of Class E
7,403 shares of Class F
1,180 shares of Class H
<u>2,675 shares of Class I</u>

TOTAL: 26,615 shares

Accordingly, TWENTY-SIX THOUSAND SIX HUNDRED AND FIFTEEN (26,615) shares with a nominal value of TWENTY POUNDS (GBP 20.-) each, are represented at the present general meeting. The shares represented constitute together one hundred percent (100%) of the voting share capital of the Company, so that the meeting can validly decide on all the following.

III. The voting shareholder resolved to decrease the share capital of the Company by THREE HUNDRED AND SIXTY-TWO THOUSAND SIX HUNDRED AND SIXTY POUNDS (GBP 362,660.-), in order to decrease it from its present

amount of FIVE HUNDRED AND THIRTY-TWO THOUSAND THREE HUNDRED POUNDS (GBP 532,300.-) to ONE HUNDRED AND SIXTY-NINE THOUSAND SIX HUNDRED AND FORTY POUNDS (GBP 169,640.-), through the cancellation of:

- 4,672 shares of Class B with a nominal value of TWENTY POUNDS (GBP 20.-) each,
- 3,125 shares of Class D with a nominal value of TWENTY POUNDS (GBP 20.-) each,
- 2,933 shares of Class E with a nominal value of TWENTY POUNDS (GBP 20.-) each,
- 7,403 shares of Class F with a nominal value of TWENTY POUNDS (GBP 20.-) each.

IV. Pursuant to the above decrease of capital, the voting shareholder resolved to amend Article 6 of the articles of association of the Company, to give it henceforth the following wording:

" **Art. 6. Subscribed Capital.** The share capital is set at ONE HUNDRED AND SIXTY-NINE THOUSAND SIX HUNDRED AND FORTY POUNDS (GBP 169,640.-) represented by EIGHT THOUSAND FOUR HUNDRED AND EIGHTY-TWO (8,482) shares with a nominal value of TWENTY POUNDS (GBP 20.-) each, which are divided into:

- FIVE HUNDRED AND ONE (501) shares of Class A with a nominal value of TWENTY POUNDS (GBP 20.-) each, all subscribed and fully paid up. The shares of Class A do not have any exclusive right to obtain all or part of the net proceeds from the disposal of a property;

- FOUR THOUSAND ONE HUNDRED AND TWENTY-SIX (4,126) shares of Class C with a nominal value of TWENTY POUNDS (GBP 20.-) each, all subscribed and fully paid up. The shares of Class C have the exclusive right to obtain all or part of the net proceeds from the disposal of the property located at 150/152 Bath Road, Maidenhead, Berkshire, in accordance with the provisions of Article 7 of the Articles of Incorporation;

- ONE THOUSAND ONE HUNDRED AND EIGHTY (1,180) shares of Class H with a nominal value of TWENTY POUNDS (GBP 20.-) each, all subscribed and fully paid up. The shares of Class H have the exclusive right to obtain all or part of the net proceeds from the disposal of the property located at l'Ecole des Petits, 2 Hazelbury Road, Fulham SW6 2NB, in accordance with the provisions of Article 7 of the Articles of Incorporation;

- TWO THOUSAND SIX HUNDRED AND SEVENTY-FIVE (2,675) shares of Class I with a nominal value of TWENTY POUNDS (GBP 20.-) each, all subscribed and fully paid up. The shares of Class I have the exclusive right to obtain all or part of the net proceeds from the disposal of the property located at l'Ecole des Petits, Trott Street, Battersea, SW11 3 DS, in accordance with the provisions of Article 7 of the Articles of Incorporation."

There being no further business before the meeting, the same was thereupon adjourned.

The undersigned notary who understands and speaks English states herewith that on request of the above appearing party, the present deed is worded in English followed by a French translation.

On request of the same appearing party and in case of divergence between the English and the French text, the English version will prevail.

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 proxyholders of the party appearing, who are known to the notary by their Surnames, Christian names, civil status and residences, they signed together with Us, the notary, the present original deed.

Suit la traduction en langue française du texte qui précède:

L'an deux mille douze, le vingt-cinq septembre.

Par-devant Maître Henri BECK, notaire de résidence à Echternach, Grand-Duché de Luxembourg.

A comparu:

La société Corum UK Holdings 1 Limited, ayant son siège social à Sarnia House, Le Truchot, St Peter Port, GY1 4NA Guernesey, enregistrée auprès de la «British Virgin Islands Financial Services Commission» sous le numéro 1533200 ici représentée par:

- Mme Catherine Peuteman, employée privée, résidant professionnellement au 19, rue Eugène Ruppert, L-2453 Luxembourg, et

- M. Patrice Yande, employé privé, résidant professionnellement au 19, rue Eugène Ruppert, L-2453 Luxembourg, en vertu d'une procuration sous seing privé donnée le 19 septembre 2012.

Laquelle procuration, après avoir été signée "ne varietur" par les mandataires de la comparante et le notaire instrumentant, demeurera annexée aux présentes pour être enregistrée en même temps.

Laquelle comparante, par ses mandataires, a requis le notaire instrumentaire d'acter que:

I. La comparante est l'associée de la société à responsabilité limitée établie à Luxembourg sous la dénomination de «STRATTON III S.à r.l.», ayant son siège social à L-2453 Luxembourg, 19, rue Eugène Ruppert, inscrite au registre de commerce et des sociétés à Luxembourg sous le numéro B 107.841,

constituée suivant acte reçu par le notaire Henri HELLINCKX, alors de résidence à Mersch, en date du 27 avril 2007, publié au Mémorial C Recueil des Sociétés et Associations numéro 944 du 26 septembre 2005, et dont les statuts ont

été modifiés pour la dernière fois suivant acte reçu par le notaire instrumentant en date du 30 septembre 2010, publié au Mémorial C Recueil des Sociétés et Associations numéro 2426 du 11 novembre 2010.

II. Le capital social est fixé à CINQ CENT TRENTE-DEUX MILLE TROIS CENTS LIVRES STERLING (GBP 532.300,-) représenté par VINGT-SIX MILLE SIX CENT QUINZE (26.615) parts sociales d'une valeur nominale de VINGT LIVRES STERLING (GBP 20,-) chacune, détenues comme suit:

	501 parts sociales de Catégorie A
	4.672 parts sociales de Catégorie B
	4.126 parts sociales de Catégorie C
	3.125 parts sociales de Catégorie D
	2.933 parts sociales de Catégorie E
	7.403 parts sociales de Catégorie F
	1.180 parts sociales de Catégorie H
	<u>2.675 parts sociales de Catégorie I</u>
TOTAL:	26.615 parts sociales

Par conséquent, VINGT-SIX MILLE SIX CENT QUINZE (26.615) parts sociales d'une valeur nominale de VINGT LIVRES STERLING (GBP 20,-) chacune, sont représentées de façon valable à la présente assemblée générale. Les parts sociales représentées constituent cent pour cent (100%) du capital votant de la Société, de sorte que la réunion peut valablement décider de tous les points suivants.

III. L'associée votant a décidé de diminuer le capital social à concurrence de TROIS CENT SOIXANTE-DEUX MILLE SIX CENT SOIXANTE LIVRES STERLING (362.660,-), afin de le porter de son montant actuel de CINQ CENT TRENTE-DEUX MILLE TROIS CENTS LIVRES STERLING (GBP 532.300,-) à CENT SOIXANTE-NEUF MILLE SIX CENT QUARANTE LIVRES STERLING (GBP 169.640,-), par annulation de:

- 4.672 parts sociales de Catégorie B d'une valeur nominale de VINGT LIVRES STERLING (GBP 20,-) chacune,
- 3.125 parts sociales de Catégorie D d'une valeur nominale de VINGT LIVRES STERLING (GBP 20,-) chacune,
- 2.933 parts sociales de Catégorie E d'une valeur nominale de VINGT LIVRES STERLING (GBP 20,-) chacune,
- 7.403 parts sociales de Catégorie F d'une valeur nominale de VINGT LIVRES STERLING (GBP 20,-) chacune.

IV. Suite à la diminution de capital ci-dessus, l'associée a décidé de modifier l'Article 6 des statuts de la Société, afin de lui conférer la teneur suivante:

« **Art. 6. Capital souscrit.** Le capital social est fixé à CENT SOIXANTE-NEUF MILLE SIX CENT QUARANTE LIVRES STERLING (GBP 169.640,-) représenté par HUIT MILLE QUATRE CENT QUATRE-VINGT-DEUX (8.482) parts sociales d'une valeur nominale de VINGT LIVRES STERLING (GBP 20,-) chacune, divisées comme suit:

- CINQ CENT UNE (501) parts sociales de Catégorie A d'une valeur nominale de VINGT LIVRES STERLING (GBP 20,-) chacune, entièrement souscrites et libérées. Les parts sociales de Catégorie A n'ont aucun droit exclusif d'obtenir tout ou partie du produit net de cession d'une propriété;
- QUATRE MILLE CENT VINGT-SIX (4.126) parts sociales de Catégorie C d'une valeur nominale de VINGT LIVRES STERLING (GBP 20,-) chacune, entièrement souscrites et libérées. Les parts sociales de Catégorie C ont le droit exclusif d'obtenir tout ou partie du produit net de cession de la propriété située à 150/152 Bath Road, Maidenhead, Berkshire, conformément aux dispositions de l'Article 7 des Statuts;
- MILLE CENT QUATRE-VINGT (1.180) parts sociales de Catégorie H d'une valeur nominale de VINGT LIVRES STERLING (GBP 20,-) chacune, entièrement souscrites et libérées. Les parts sociales de Catégorie H ont le droit exclusif d'obtenir tout ou partie du produit net de cession de la propriété située à l'Ecole des Petits, 2 Hazelbury Road, Fulham SW6 2NB, conformément aux dispositions de l'Article 7 des Statuts;
- DEUX MILLE SIX CENT SOIXANTE-QUINZE (2.675) parts sociales de Catégorie I d'une valeur nominale de VINGT LIVRES STERLING (GBP 20,-) chacune, entièrement souscrites et libérées. Les parts sociales de Catégorie I ont le droit exclusif d'obtenir tout ou partie du produit net de cession de la propriété située à l'Ecole des Petits, Trott Street, Battersea, SW11 3 DS, conformément aux dispositions de l'Article 7 des Statuts.»

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

Le notaire soussigné qui comprend et parle l'anglais, constate par les présentes qu'à la requête de la comparante, le présent acte est rédigé en anglais suivi d'une version française.

A la requête de la même comparante et en cas de divergences entre le texte anglais et le texte français, la version anglaise fera foi.

Dont Procès-verbal, fait et passé à Luxembourg, les jour, mois et an qu'en tête des présentes.

Lecture faite et interprétation donnée aux mandataires de la comparante, connus du notaire par leurs noms et prénoms, états et demeures, ils ont signé ensemble avec nous notaire, le présent acte.

Signé: C. PEUTEMANN, P. YANDE, Henri BECK.

Enregistré à Echternach, le 2 octobre 2012. Relation: ECH/2012/1616. Reçu soixante-quinze euros (75,- €).

Le Receveur (signé): J.-M. MINY.

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

Echternach, le 8 octobre 2012.

Référence de publication: 2012131056/161.

(120172303) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 octobre 2012.

Hyperinvest S.A., Société Anonyme.

R.C.S. Luxembourg B 152.441.

Le siège social de la société HYPERINVEST S.A., Société Anonyme

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

R.C.S. Luxembourg B 152.441

a été dénoncé avec effet au 5 octobre 2012

La société SV SERVICES SARL a résilié avec effet au 5 octobre 2012 la convention de domiciliation datée du 31 mars 2010.

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

Clémency, le 8 octobre 2012.

Référence de publication: 2012130816/14.

(120172331) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 octobre 2012.

Navigo S.A., Société Anonyme.

R.C.S. Luxembourg B 59.573.

CLÔTURE DE LIQUIDATION

Par jugement du 4 octobre 2012, le tribunal d'arrondissement de Luxembourg, sixième chambre, a déclaré closes pour absence d'actif les opérations de liquidation de la société NAVIGO SA (B 59 573) dont le siège social à L-2763 LUXEMBOURG - 12, rue Sainte Zithe, a été dénoncé en date du 6 avril 2005.

Le prédit jugement a mis les frais à charge du trésor.

Luxembourg, le 4/10/2012.

Pour extrait conforme

Me Alexandre DILLMANN

9a, boulevard du Prince Henri

BP 8461-2018 Luxembourg

Le liquidateur / Avocat à la Cour

Référence de publication: 2012130934/17.

(120172377) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 octobre 2012.

K + L Aktiengesellschaft, Société Anonyme.

Siège social: L-1338 Luxembourg, 43, rue du Cimetière.

R.C.S. Luxembourg B 125.229.

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

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