MEMORIAL

Journal Officiel du Grand-Duché de Luxembourg

MEMORIAL

Amtsblatt des Großherzogtums Luxemburg

RECUEIL DES SOCIETES ET ASSOCIATIONS

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

C — N° 396 **18 février 2013**

SOMMAIRE

BETA Hotel Financing Luxembourg S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-2540 Luxembourg, 15, rue Edward Steichen.

R.C.S. Luxembourg B 122.137.

EXTRAIT

Il convient de noter que l'adresse de BIMIRUM GmbH & Co. KG et LHI Beteiligungsverwaltung GmbH (associés de la société), et de Monsieur Gerd Asam (gérant de la société) est la suivante:

Emil-Riedl-Weg 6

D-82049 Pullach i. Isartal

Pour extrait conforme.

Luxembourg, le 14 janvier 2013.

Référence de publication: 2013007598/15.

(130008358) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 janvier 2013.

Aeris Technology Investment Company S.A., SICAR, Société Anonyme sous la forme d'une Société d'Investissement en Capital à Risque.

Siège social: L-1720 Luxembourg, 2, rue Heinrich Heine.

R.C.S. Luxembourg B 108.375.

Herr David Hartford ist mit Wirkung zum 31. Dezember 2012 von seinem Amt als Verwaltungsratsmitglied der Aeris Technology Investment Company S.A., SICAR zurückgetreten.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Luxemburg, den 15. Januar 2013.

Für Aeris Technology Investment Company S.A., SICAR
Die Zentralverwaltungsstelle:
Hauck & Aufhäuser Alternative Investment Services S.A.

Référence de publication: 2013007534/15.

(130009097) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 janvier 2013.

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aeris Private Investments B S.A., SICAR, Société Anonyme sous la forme d'une Société d'Investissement en Capital à Risque.

Siège social: L-1720 Luxembourg, 2, rue Heinrich Heine.

R.C.S. Luxembourg B 164.491.

Herr David Hartford ist mit Wirkung zum 31. Dezember 2012 von seinem Amt als Verwaltungsratsmitglied der aeris Private Investments B S.A., SICAR zurückgetreten.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Luxemburg, den 15. Januar 2013.

Für aeris Private Investments B S.A., SICAR
Die Zentralverwaltungsstelle:
Hauck & Aufhäuser Alternative Investment Services S.A.

Référence de publication: 2013007524/15.

(130009071) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 janvier 2013.

CEH Clean Energies Holding AG, Société Anonyme.

Siège social: L-1720 Luxembourg, 6, rue Heinrich Heine.

R.C.S. Luxembourg B 157.330.

Die Konten zum 31.10.2011 wurden beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013010047/9.

(130011964) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

CF-Infoconsult S.à r.l., Société à responsabilité limitée.

Siège social: L-4826 Rodange, 19, rue Marcel Knauf.

R.C.S. Luxembourg B 100.620.

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

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

Référence de publication: 2013010050/9.

(130011681) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

Com.Telecom S.A., Société Anonyme.

Siège social: L-5890 Hesperange, 13, rue Roger Wercollier.

R.C.S. Luxembourg B 89.702.

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

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

Référence de publication: 2013010060/9.

(130011698) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

D-Services S.à r.l., Société à responsabilité limitée.

Siège social: L-6437 Echternach, 27, rue Ermesinde.

R.C.S. Luxembourg B 127.244.

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

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

Référence de publication: 2013010070/9.

(130011581) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

Delphi Automotive Systems Luxembourg S.A., Société Anonyme.

Siège social: L-4940 Bascharage, avenue de Luxembourg.

R.C.S. Luxembourg B 16.758.

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: 2013010073/9.

(130011794) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

Dayton European Technologies S.A., Société Anonyme.

Siège social: L-2213 Luxembourg, 16, rue de Nassau.

R.C.S. Luxembourg B 132.523.

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: 2013010077/9.

(130011903) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

EverKie Arts S.à r.l., Société à responsabilité limitée.

Siège social: L-8510 Redange-sur-Attert, 5A, Grand-rue.

R.C.S. Luxembourg B 151.631.

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

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

Référence de publication: 2013010102/9.

(130011487) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

Effects S.A., Société Anonyme.

Siège social: L-7243 Bereldange, 48, rue du Dix Octobre.

R.C.S. Luxembourg B 152.522.

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: 2013010110/9.

(130011270) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

Electricité Générale COP Luxembourg S.à r.l., Société à responsabilité limitée.

Siège social: L-1450 Luxembourg, 28, Côte d'Eich.

R.C.S. Luxembourg B 52.298.

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: 2013010112/9.

(130011397) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

EMSA Luxembourg S.à r.l., Société à responsabilité limitée unipersonnelle.

Siège social: L-4149 Esch-sur-Alzette, 37, rue Romain Fandel.

R.C.S. Luxembourg B 156.233.

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

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

Référence de publication: 2013010114/9.

(130011710) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

GLR Investment S.A., Société Anonyme.

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

R.C.S. Luxembourg B 121.139.

Les comptes annuels au 30 juin 2012 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: 2013010185/9.

(130011531) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

European Investment & Asset Management S.A., Société Anonyme.

Siège social: L-2311 Luxembourg, 55-57, avenue Pasteur.

R.C.S. Luxembourg B 157.940.

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: 2013010132/9.

(130011414) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

F.S. Consulting S.àr.l., Société à responsabilité limitée.

Siège social: L-2213 Luxembourg, 16, rue de Nassau.

R.C.S. Luxembourg B 128.879.

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: 2013010138/9.

(130011183) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

Immoecho S.A., Société Anonyme.

Siège social: L-1466 Luxembourg, 12, rue Jean Engling.

R.C.S. Luxembourg B 160.784.

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

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

Référence de publication: 2013010222/9.

(130011997) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

Inter Metal Resources S.A., Société Anonyme.

Siège social: L-1150 Luxembourg, 82, route d'Arlon.

R.C.S. Luxembourg B 131.292.

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: 2013010227/9.

(130011488) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

International Vehicles Trading S.à r.l., Société à responsabilité limitée.

Siège social: L-2514 Luxembourg, 15, rue Jean-Pierre Sauvage.

R.C.S. Luxembourg B 80.235.

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: 2013010230/9.

(130011685) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

Kalinca S.A., Société Anonyme.

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

R.C.S. Luxembourg B 145.305.

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

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

Référence de publication: 2013010251/9.

(130011935) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

JC Consulting S.àr.l., Société à responsabilité limitée.

Siège social: L-2213 Luxembourg, 16, rue de Nassau.

R.C.S. Luxembourg B 74.212.

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: 2013010239/9.

(130011182) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

Kalinca S.A., Société Anonyme.

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

R.C.S. Luxembourg B 145.305.

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

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

Référence de publication: 2013010252/9.

(130011936) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

L'Arbusier S.A., Société Anonyme.

Siège social: L-2449 Luxembourg, 25A, boulevard Royal.

R.C.S. Luxembourg B 136.169.

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: 2013010267/9.

(130012077) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

Lisa S.A., Société Anonyme.

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

R.C.S. Luxembourg B 103.917.

Les comptes annuels au 31.12.2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2013010294/9.

(130011359) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

Olkyrent S.A., Société Anonyme.

Siège social: L-5842 Hesperange, 1, Am Weichbaendchen.

R.C.S. Luxembourg B 96.646.

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: 2013010357/9.

(130012042) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

Stratégie et Conseil S.à r.l., Société à responsabilité limitée unipersonnelle.

Siège social: L-1318 Luxembourg, 58, rue des Celtes.

R.C.S. Luxembourg B 158.082.

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: 2013010440/9.

(130011180) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

Sagamore S.A., Société Anonyme.

Siège social: L-2213 Luxembourg, 16, rue de Nassau.

R.C.S. Luxembourg B 101.667.

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

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

Référence de publication: 2013010441/9.

(130011906) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

PPDV Holding S.A., Société Anonyme.

Siège social: L-1636 Luxembourg, 10, rue Willy Goergen.

R.C.S. Luxembourg B 146.090.

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: 2013010397/9.

(130011687) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

Red Luxembourg S.A., Société Anonyme.

Siège social: L-2213 Luxembourg, 16, rue de Nassau.

R.C.S. Luxembourg B 120.740.

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: 2013010412/9.

(130011907) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

Relais Bausch S.àr.l., Société à responsabilité limitée.

Siège social: L-7415 Brouch, 59, route d'Arlon.

R.C.S. Luxembourg B 123.138.

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: 2013010414/9.

(130011427) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

Remco S.A., Société Anonyme.

Siège social: L-1411 Luxembourg, 2, rue des Dahlias.

R.C.S. Luxembourg B 58.668.

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: 2013010415/9.

(130011934) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

S.V.M. S.à r.l., Société à responsabilité limitée.

Siège social: L-3817 Schifflange, Chemin de Bergem.

R.C.S. Luxembourg B 42.790.

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: 2013010425/9.

(130011363) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

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

Siège social: L-2213 Luxembourg, 16, rue de Nassau.

R.C.S. Luxembourg B 155.559.

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: 2013010436/9.

(130011905) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

Saint Gérant Investissement Sàrl, Société à responsabilité limitée.

Siège social: L-1636 Luxembourg, 10, rue Willy Goergen.

R.C.S. Luxembourg B 87.458.

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: 2013010442/9.

(130011686) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

Solberg Investments S.A., Société Anonyme.

Siège social: L-2165 Luxembourg, 26-28, Rives de Clausen.

R.C.S. Luxembourg B 115.855.

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

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

Référence de publication: 2013010454/9.

(130012114) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

Terra Venture Partners Management S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 127.912.

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

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

Référence de publication: 2013010477/9.

(130011284) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

Tecsys&IT-Haus A.G., Société Anonyme.

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

R.C.S. Luxembourg B 150.935.

Der Jahresabschluss vom 31.12.2011 wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013010486/9.

(130011751) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

Toiture Ciuca Romain Sàrl, Société à responsabilité limitée.

Siège social: L-4886 Lamadelaine, 8, rue Jean Thill.

R.C.S. Luxembourg B 44.703.

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

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

Référence de publication: 2013010492/9.

(130011692) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

VIP Domotec S.à.r.l., Société à responsabilité limitée.

Siège social: L-3364 Leudelange, 5, rue du Château d'Eau.

R.C.S. Luxembourg B 45.626.

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: 2013010518/9.

(130011354) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

Yellowwoods Holdings S.à r.l., Société à responsabilité limitée.

Siège social: L-2163 Luxembourg, 39, avenue Monterey.

R.C.S. Luxembourg B 152.320.

Le bilan au 30 Juin 2012 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2013010536/9.

(130011930) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 janvier 2013.

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

Siège social: L-3929 Mondercange, 13, An der Kehl.

R.C.S. Luxembourg B 147.102.

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Les comptes annuels au 31.12.2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2013010626/9.

(130012145) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 janvier 2013.

ACR Services S.A., Société Anonyme.

Siège social: L-2175 Luxembourg, 27, rue Alfred de Musset.

R.C.S. Luxembourg B 93.310.

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

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

Référence de publication: 2013010632/9.

(130012593) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 janvier 2013.

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

Siège social: L-6240 Graulinster, 12, rue d'Echternach.

R.C.S. Luxembourg B 151.355.

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Der Jahresabschluss vom 31.12.2011 wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013010635/9.

(130012850) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 janvier 2013.

Agences Commerciales Betty Lorang, Société à responsabilité limitée.

Siège social: L-4989 Sanem, 34, rue Emmanuel Servais.

R.C.S. Luxembourg B 79.222.

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

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

Référence de publication: 2013010636/9.

(130012146) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 janvier 2013.

Allo Tools S.A., Société Anonyme.

Siège social: L-5691 Mondorf-les-Bains, 38, ZAE Le Triangle Vert.

R.C.S. Luxembourg B 145.506.

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

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

Référence de publication: 2013010646/9.

(130012813) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 janvier 2013.

Aston Finance Solutions S.A., Société Anonyme.

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

R.C.S. Luxembourg B 127.188.

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Les comptes annuels au 31 décembre 2012 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: 2013010673/9.

(130012549) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 janvier 2013.

Alacer Gold Corp. S.à r.l., Société à responsabilité limitée.

Capital social: USD 20.000,00.

Siège social: L-2522 Luxembourg, 6, rue Guillaume Schneider.

R.C.S. Luxembourg B 174.377.

STATUTES

In the year two thousand and twelve, the thirteenth day of December.

Before us, Maître Henri Hellinckx, notary residing in Luxembourg, Grand Duchy of Luxembourg,

was taken the written resolutions of the sole shareholder of Anatolia Gold Corp., a company duly organized and existing under and by virtue of the Laws of The Cayman Islands having its registered office at CARD Corporate Services Ltd. of Zephyr House, 122 Mary Street, PO Box 709, Grand Cayman KY1 - 1107, Cayman Islands and registered with the Cayman Islands Registrar of Companies under number 131971 (the Company).

THERE APPEARED:

Anatolia Gold Holdings Corp., a company duly organized and existing under and by virtue of the Laws of The Cayman Islands having its registered office at CARD Corporate Services Ltd. of Zephyr House, 122 Mary Street, PO Box 709, Grand Cayman KY1 - 1107, Cayman Islands and registered with the Cayman Islands Registrar of Companies under number 148782,

hereby represented by Nicolas Marchand, avocat, residing in Luxembourg, by virtue of a power of attorney given under private seal.

Such power of attorney, after having been signed ne varietur by the proxyholder acting on behalf of the appearing party and the undersigned notary, shall remain attached to the present deed to be filed with such deed with the registration authorities.

The appearing party, as represented above, have requested the undersigned notary to record the following:

I. that the appearing party is the sole shareholder (the Sole Shareholder) of the Company;

II. that the twenty thousand (20,000) shares of the Company with a par value of one United States Dollar (USD 1.00) each, representing the entirety of the issued share capital of the Company, are duly represented at this meeting which is consequently validly constituted and may deliberate upon the items on the agenda;

III. that pursuant (i) resolutions of the directors of the Company validly adopted on December 7, 2012 and (ii) resolutions of the sole shareholder of the Company validly adopted on December 7, 2012, copies of which shall remain annexed to the present deed, it has been resolved to transfer by way of continuation to the Grand Duchy of Luxembourg the registered office, principal establishment, central administration and place of effective management of the Company from the Cayman Islands to the Grand Duchy of Luxembourg without the company being dissolved but to the contrary with full corporate and legal continuance and to adopt the corporate form of a Luxembourg private limited liability company (société á responsabilité limitée) upon migration to Luxembourg. All formalities required under the laws of the Cayman Islands to give effect to that resolution have been duly performed;

IV. that it results from a balance sheet of the Company that, as of November 30, 2012, the net assets of the Company correspond at least to the value of the share capital (and share premium, if any) of the Company (the Closing Accounts). It further results from a certificate of the management of the Company dated December 12, 2012, that since the date of the Closing Accounts, no material change in the business of the Company and the Company's affairs has occurred which would imply that the Closing Accounts have become materially incorrect and do not give a true and fair view of the Company's situation as of the date hereof (the Management Certificate). A copy of the Closing Accounts and the Management Certificate, after having been signed ne varietur by the proxyholder acting on behalf of the appearing party and the undersigned notary shall remain attached to the present deed and shall be filed with such deed with the registration authorities; and

V. that the Sole Shareholder has taken the following resolutions:

First resolution

The Sole Shareholder resolves to transfer by way of continuation to the Grand Duchy of Luxembourg the registered office, principal establishment, central administration and effective place of management of the Company from the Cayman Islands to the Grand Duchy of Luxembourg with effect as of the date of the present deed, without the Company being dissolved but, on the contrary, with full corporate and legal continuance.

The Sole Shareholder further declares that all formalities required under the laws of the Cayman Islands to give effect to such transfer have been duly performed, evidence of which have been provided to the undersigned notary.

Second resolution

The Sole Shareholder resolves that the Company adopts the form of a private limited liability company (société á responsabilité limitée) with the name Alacer Gold Corp. S.á r.l., accepts the Luxembourg nationality and shall as from the date of the present deed be subject to the laws of the Grand Duchy of Luxembourg.

Third resolution

The Sole Shareholder resolves to acknowledge and, to the extent necessary, to approve the Closing Accounts.

The valuation of the assets and liabilities of the Company is evidenced to the undersigned notary by, inter alia, (i) the Closing Accounts and (ii) the Management Certificate from which it results that:

- "all assets and liabilities of the Company are shown on the attached certified balance sheet as November 30, 2012;

- based on Luxembourg generally accepted accounting principles, the net worth of the assets and liabilities of the Company per the attached balance sheet is valued at least at ninety-four million five hundred ninety-six thousand two hundred and sixty-seven United States Dollars (USD 94,596,267.-), and since the date of said balance sheet no material changes have occurred no material change in the business of the Company and the Company's affairs has occurred which would imply that the financial statements as per November 30, 2012 have become materially incorrect and do not give a true and fair view of the Company's situation as of the date hereof; and

- there exists no impediments, nor legal nor contractual, to the transfer, with full legal continuance of the Company from the Cayman Islands to the Grand Duchy of Luxembourg".

The Sole Shareholder records that the description, consistency and allocation of all the assets and liabilities of the Company and of the paid-up issued share capital of the Company results from the Closing Accounts.

The Sole Shareholder resolves to approve the Company's opening balance sheet mirroring the Closing Accounts of the Company reflecting the financial situation of the Company before the transfer from the Cayman Islands, to the Grand Duchy of Luxembourg, a copy of it shall remain attached to the present deed.

The Sole Shareholder states that all the assets and liabilities of the Company, without limitation, remain the ownership in the entirety of the Company, which continues to own all its assets and continues to be obliged by all its liabilities and commitments.

Fourth resolution

As a result of the foregoing resolutions, the Sole Shareholder resolves to amend and completely restate the memorandum of association and articles of association of the Company so as to conform them to Luxembourg laws.

The restated memorandum of association and articles of association of the Company shall as from now on read as follows:

I. Name - Registered office - Object - Duration

Art. 1. Name. The name of the company is Alacer Gold Corp. S.à r.l. (the Company). The Company is a private limited liability company (société à responsabilité limitée) governed by the laws of the Grand Duchy of Luxembourg, in particular the law of August 10, 1915 on commercial companies, as amended (the Law), and these articles of incorporation (the Articles).

Art. 2. Registered office.

2.1. The Company's registered office is established in Luxembourg, Grand Duchy of Luxembourg. It may be transferred within that municipality by a resolution of the board of managers. It may be transferred to any other location in the Grand Duchy of Luxembourg by a resolution of the shareholders, acting in accordance with the conditions prescribed for the amendment of the Articles.

2.2. Branches, subsidiaries or other offices may be established in the Grand Duchy of Luxembourg or abroad by a resolution of the board of managers. If the board of managers determines that extraordinary political or military developments or events have occurred or are imminent, and that those developments or events may interfere with the normal activities of the Company at its registered office, or with ease of communication between that office and persons abroad, the registered office may be temporarily transferred abroad until the developments or events in question have completely ceased. Any such temporary measures do not affect the nationality of the Company, which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg incorporated company.

Art. 3. Corporate object.

3.1. The Company's object is the acquisition of participations, in Luxembourg or abroad, in any companies or enterprises in any form whatsoever, and the management of those participations. The Company may in particular acquire, by subscription, purchase and exchange or in any other manner, any stock, shares and other participation securities, bonds, debentures, certificates of deposit and other debt instruments and, more generally, any securities and financial instruments issued by any public or private entity. It may participate in the creation, development, management and control of any company or enterprise. Further, it may invest in the acquisition and management of a portfolio of patents or other intellectual property rights of any nature or origin.

3.2. The Company may borrow in any form, except by way of public offer. It may issue, by way of private placement only, notes, bonds and any kind of debt and equity securities. It may lend funds, including, without limitation, the proceeds of any borrowings, to its subsidiaries, affiliated companies and any other companies. It may also give guarantees and pledge, transfer, encumber or otherwise create and grant security over some or all of its assets to guarantee its own obligations and those of any other company, and, generally, for its own benefit and that of any other company or person. For the avoidance of doubt, the Company may not carry out any regulated financial sector activities without having obtained the requisite authorisation.

3.3. The Company may use any techniques, legal means and instruments to manage its investments efficiently and protect itself against credit risks, currency exchange exposure, interest rate risks and other risks.

3.4. The Company may carry out any commercial, financial or industrial operation and any transaction with respect to real estate or movable property which, directly or indirectly, favours or relates to its corporate object.

Art. 4. Duration.

4.1. The Company is formed for an unlimited period.

4.2. The Company shall not be dissolved by reason of the death, suspension of civil rights, incapacity, insolvency, bankruptcy or any similar event affecting one or more shareholders.

II. Capital - Shares

Art. 5. Capital.

5.1. The share capital is set at twenty thousand United States Dollars (USD 20,000.-), represented by twenty thousand (20,000) shares in registered form, having a nominal value of one United States Dollar (USD 1.-) each.

5.2. The share capital may be increased or reduced once or more by a resolution of the shareholders, acting in accordance with the conditions prescribed for the amendment of the Articles.

Art. 6. Shares.

6.1. The shares are indivisible and the Company recognises only one (1) owner per share.

6.2. The shares are freely transferable between shareholders.

6.3. When the Company has a sole shareholder, the shares are freely transferable to third parties.

6.4. When the Company has more than one shareholder, the transfer of shares (inter vivos) to third parties is subject to prior approval by shareholders representing at least three-quarters (3/4) of the share capital.

6.5. A share transfer shall only be binding on the Company or third parties following notification to, or acceptance by, the Company in accordance with article 1690 of the Luxembourg Civil Code.

6.6. A register of shareholders shall be kept at the registered office and may be examined by any shareholder on request.

6.7. The Company may redeem its own shares, provided:

(i) it has sufficient distributable reserves for that purpose; or

(ii) the redemption results from a reduction in the Company's share capital.

III. Management - Representation

Art. 7. Appointment and Removal of managers.

7.1. The Company shall be managed by one or more managers appointed by a resolution of the shareholders, which sets the term of their office. The managers need not be shareholders.

7.2. The managers may be removed at any time, with or without cause, by a resolution of the shareholders.

Art. 8. Board of managers. If several managers are appointed, they shall constitute the board of managers (the Board). The shareholders may decide to appoint managers of two different classes, i.e. one or several class A managers and one or several class B managers.

8.1. Powers of the board of managers

(i) All powers not expressly reserved to the shareholders by the Law or the Articles fall within the competence of the Board, which has full power to carry out and approve all acts and operations consistent with the Company's corporate object.

(ii) The Board may delegate special or limited powers to one or more agents for specific matters. 8.2. Procedure

(i) The Board shall meet at the request of any two (2) managers or, where different classes of managers have been appointed, by the joint signatures of any class A manager and any class B manager, at the place indicated in the convening notice, which in principle shall be in Luxembourg.

(ii) Written notice of any Board meeting shall be given to all managers at least twenty-four (24) hours in advance, except in the case of an emergency, in which case the nature and circumstances of such shall be set out in the notice.

(iii) No notice is required if all members of the Board are present or represented and each of them states that they have full knowledge of the agenda for the meeting. A manager may also waive notice of a meeting, either before or after the meeting. Separate written notices are not required for meetings which are held at times and places indicated in a schedule previously adopted by the Board.

(iv) A manager may grant to another manager a power of attorney in order to be represented at any Board meeting.

(v) The Board may only validly deliberate and act if a majority of its members are present or represented. Board resolutions shall be validly adopted by a majority of the votes of the managers present or represented, provided that if the shareholders have appointed one or several class A managers and one or several class B managers, at least one (1) class A manager and one (1) class B manager votes in favour of the resolution. Board resolutions shall be recorded in minutes signed by the chairperson of the meeting or, if no chairperson has been appointed, by all the managers present or represented.

(vi) Any manager may participate in any meeting of the Board by telephone or video conference, or by any other means of communication which allows all those taking part in the meeting to identify, hear and speak to each other. Participation by such means is deemed equivalent to participation in person at a duly convened and held meeting.

(vii) Circular resolutions signed by all the managers (Managers' Circular Resolutions) shall be valid and binding as if passed at a duly convened and held Board meeting, and shall bear the date of the last signature. 8.3. Representation

(i) Where the Company has a sole manager, the Company shall be bound towards third parties by the signature of the latter.

(ii) Where the Company is managed by a board of managers, the Company shall be bound towards third parties in all matters by the joint signatures of any two (2) managers or, where different classes of managers have been appointed, by the joint signatures of any class A manager and any class B manager.

(iii) The Company shall also be bound towards third parties by the signature of any person(s) to whom special powers have been delegated by the Board.

Art. 9. Sole manager. If the Company is managed by a sole manager, all references in the Articles to the Board, the managers or any manager are to be read as references to the sole manager, as appropriate.

Art. 10. Liability of the managers. The managers shall not be held personally liable by reason of their office for any commitment they have validly made in the name of the Company, provided those commitments comply with the Articles and the Law.

IV. Shareholder(s)

Art. 11. General meetings of shareholders and Shareholders' written resolutions.

11.1. Powers and voting rights

(i) Unless resolutions are taken in accordance with article resolutions of the shareholders shall be adopted at a general meeting of shareholders (each a General Meeting).

(ii) If the number of shareholders of the Company does not exceed twenty-five (25), resolutions of the shareholders may be adopted in writing (Written Shareholders' Resolutions).

(iii) Each share entitles the holder to one (1) vote.

11.2. Notices, quorum, majority and voting procedures

(i) The shareholders may be convened to General Meetings by the Board. The Board must convene a General Meeting following a request from shareholders representing more than half of the share capital.

(ii) Written notice of any General Meeting shall be given to all shareholders at least eight (8) days prior to the date of the meeting, except in the case of an emergency, in which case the nature and circumstances of such shall be set out in the notice.

(iii) When resolutions are to be adopted in writing, the Board shall send the text of such resolutions to all the shareholders. The shareholders shall vote in writing and return their vote to the Company within the timeline fixed by the Board. Each manager shall be entitled to count the votes.

(iv) General Meetings shall be held at the time and place specified in the notices.

(v) If all the shareholders are present or represented and consider themselves duly convened and informed of the agenda of the General Meeting, it may be held without prior notice.

(vi) A shareholder may grant written power of attorney to another person (who need not be a shareholder), in order to be represented at any General Meeting.

(vii) Resolutions to be adopted at General Meetings shall be passed by shareholders owning more than one-half (1/2) of the share capital. If this majority is not reached at the first General Meeting, the shareholders shall be convened by registered letter to a second General Meeting and the resolutions shall be adopted at the second General Meeting by a majority of the votes cast, irrespective of the proportion of the share capital represented.

(viii) The Articles may only be amended with the consent of a majority (in number) of shareholders owning at least three-quarters (3/4) of the share capital.

(ix) Any change in the nationality of the Company and any increase in a shareholder's commitment to the Company shall require the unanimous consent of the shareholders.

(x) Written Shareholders' Resolutions are passed with the quorum and majority requirements set forth above and shall bear the date of the last signature received prior to the expiry of the timeline fixed by the Board.

Art. 12. Sole shareholder. When the number of shareholders is reduced to one (1):

(i) the sole shareholder shall exercise all powers granted by the Law to the General Meeting;

(ii) any reference in the Articles to the shareholders, the General Meeting, or the Written Shareholders' Resolutions is to be read as a reference to the sole shareholder or the sole shareholder's resolutions, as appropriate; and

(iii) the resolutions of the sole shareholder shall be recorded in minutes or drawn up in writing.

V. Annual accounts - Allocation of profits - Supervision

Art. 13. Financial year and Approval of annual accounts.

13.1. The financial year begins on the first (1 st) of January and ends on the thirty-first (31 st) of December of each year.

13.2. Each year, the Board must prepare the balance sheet and profit and loss accounts, together with an inventory stating the value of the Company's assets and liabilities, with an annex summarising the Company's commitments and the debts owed by its manager(s) and shareholders to the Company.

13.3. Any shareholder may inspect the inventory and balance sheet at the registered office.

13.4. The balance sheet and profit and loss accounts must be approved in the following manner:

(i) if the number of shareholders of the Company does not exceed twenty-five (25), within six (6) months following the end of the relevant financial year either (a) at the annual General Meeting (if held) or (b) by way of Written Shareholders' Resolutions; or

(ii) if the number of shareholders of the Company exceeds twenty-five (25), at the annual General Meeting.

Art. 14. Auditors.

14.1. When so required by law, the Company's operations shall be supervised by one or more approved external auditors (réviseurs d'entreprises agréés). The shareholders shall appoint the approved external auditors, if any, and determine their number and remuneration and the term of their office.

14.2. If the number of shareholders of the Company exceeds twenty-five (25), the Company's operations shall be supervised by one or more statutory auditors (commissaires), unless the law requires the appointment of one or more approved external auditors (réviseurs d'entreprises agréés). The statutory auditors are subject to re-appointment at the annual General Meeting. They may or may not be shareholders.

Art. 15. Allocation of profits.

15.1. Five per cent (5%) of the Company's annual net profits must be allocated to the reserve required by law (the Legal Reserve). This requirement ceases when the Legal Reserve reaches an amount equal to ten per cent (10%) of the share capital.

15.2. The shareholders shall determine the allocation of the balance of the annual net profits. They may decide on the payment of a dividend, to transfer the balance to a reserve account, or to carry it forward in accordance with the applicable legal provisions.

15.3. Interim dividends may be distributed at any time, subject to the following conditions:

(i) the Board must draw up interim accounts;

(ii) the interim accounts must show that sufficient profits and other reserves (including share premium) are available for distribution; it being understood that the amount to be distributed may not exceed the profits made since the end of the last financial year for which the annual accounts have been approved, if any, increased by profits carried forward and distributable reserves, and reduced by losses carried forward and sums to be allocated to the Legal Reserve;

(iii) within two (2) months of the date of the interim accounts, the Board must resolve to distribute the interim dividends; and

(iv) taking into account the assets of the Company, the rights of the Company's creditors must not be threatened by the distribution of an interim dividend.

If the interim dividends paid exceed the distributable profits at the end of the financial year, the Board has the right to claim the reimbursement of dividends not corresponding to profits actually earned and the shareholders must immediately refund the excess to the Company if so required by the Board.

VI. Dissolution - Liquidation

16.1. The Company may be dissolved at any time by a resolution of the shareholders adopted with the consent of a majority (in number) of shareholders owning at least three-quarters of the share capital. The shareholders shall appoint one or more liquidators, who need not be shareholders, to carry out the liquidation, and shall determine their number, powers and remuneration. Unless otherwise decided by the shareholders, the liquidators shall have full power to realise the Company's assets and pay its liabilities.

16.2. The surplus (if any) after realisation of the assets and payment of the liabilities shall be distributed to the shareholders in proportion to the shares held by each of them.

VII. General provisions

17.1. Notices and communications may be made or waived, Managers' Circular Resolutions and Written Shareholders Resolutions may be evidenced, in writing, by fax, email or any other means of electronic communication.

17.2. Powers of attorney may be granted by any of the means described above. Powers of attorney in connection with Board meetings may also be granted by a manager, in accordance with such conditions as may be accepted by the Board.

17.3. Signatures may be in handwritten or electronic form, provided they fulfil all legal requirements for being deemed equivalent to handwritten signatures. Signatures of the Managers' Circular Resolutions, the resolutions adopted by the Board by telephone or video conference or the Written Shareholders' Resolutions, as the case may be, may appear on one original or several counterparts of the same document, all of which taken together shall constitute one and the same document.

17.4. All matters not expressly governed by these Articles shall be determined in accordance with the applicable law and, subject to any non-waivable provisions of the law, with any agreement entered into by the shareholders from time to time.

Fifth resolution

The Sole Shareholder acknowledges and confirms that the Closing Accounts of the Company shows net profits in an amount of ninety-four million five hundred seventy-six thousand two hundred and sixty-seven United States Dollars (USD 94,576,267.-) (the Profits).

The Sole Shareholder acknowledges the terms of article 197, 4 th indent, of the Luxembourg law of August 10, 1915 on commercial companies, as amended which provides that:

"(...). Each year, at least one-twentieth of the net profits shall be allocated to the creation of a reserve; the allocation shall cease to be compulsory when the reserve has reached an amount equal to one-tenth of the corporate capital, but shall again become compulsory if the reserve falls below such one-tenth" (the Legal Reserve).

The Sole Shareholder resolves to allocate two thousand United States Dollars (USD 2,000.-) of the Profits to the Legal Reserve, which is therefore duly and fully constituted.

Sixth resolution

The Sole Shareholder resolves to acknowledge the resignation, effective as of the date hereof, of the current directors of the Company in duty before the transfer from the Cayman Islands to the Grand Duchy of Luxembourg, from their position as directors of the Company and grant them full discharge for the performance of their duties as from the date of their appointment as directors of the Company until the date of resignation.

The Sole Shareholder further resolves to appoint the following persons, with immediate effect, for an undetermined duration:

- Mr. Geoffrey T. Williams, attorney, born in Fairfax, Virginia, United States of America, on April 12, 1968, residing at 914 Dakota Drive, Castle Rock, Colorado 80108, United States of America, as category A manager of the Company;
- Mr. David Quinlivan, mining engineer, born in Bridgetown, Australia, on August 7, 1955, residing at 1/74A Preston Point Road, East Fremantle, Western Australia 6158, as category A manager of the Company;
- Mr. Benoit Bauduin, company manager, born in Messancy, Belgium, on 31 March 1976, residing at 12, rue Guillaume Schneider, L-2522, Luxembourg, as category B manager of the Company; and
- Mr. Patrick Moinet, company manager, born in Bastogne, Belgium, on 6 June 1975, residing at 12, avenue Victor Hugo, L-1750 Luxembourg, as category B manager of the Company.

Seventh resolution

The Sole Shareholder resolves to establish the registered office, principal establishment, central administration and effective place of management of the Company at 6, rue Guillaume Schneider, L-2522, Luxembourg, Grand Duchy of Luxembourg.

Estimate of costs

The expenses, costs, fees and outgoing of any kind whatsoever borne by the Company, as a result of the presently stated, are evaluated at seven thousand (7,000.- EUR).

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 version, at the request of the same appearing party, in case of discrepancies between the English and the French texts, the English version will be prevailing.

Whereof the present notarial deed is drawn in Luxembourg, on the year and day first above written.

The document having been read to the proxyholder of the appearing party, the proxyholder of the appearing party signed together with us, the notary, the present original deed.

Suit la traduction française du texte qui précède:

L'an deux mille douze, le treize décembre,

Par-devant Maître Henri Hellinckx, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg,

Ont été prises les résolutions écrites de l'associé unique de Anatolia Gold Corp., une société constituée et régie par les lois des Iles Cayman, ayant son siège social au CARD Corporate Services Ltd. of Zephyr House, 122 Mary Street, PO

Box 709, Grand Cayman KY1 - 1107, îles Caïmans, et immatriculée au Cayman Islands Registrar of Companies sous le numéro 131971 (la Société).

A comparu:

Anatolia Gold Holdings Corp., une société constituée et régie par les lois des Iles Cayman, ayant son siège social au CARD Corporate Services Ltd. of Zephyr House, 122 Mary Street, PO Box 709, Grand Cayman KY1 - 1107, îles Caïmans, et immatriculée au Cayman Islands Registrar of Companies sous le numéro 148782,

représentée par Nicolas marchand, avocat, de résidence à Luxembourg, en vertu d'une procuration donnée sous seing privé;

Ladite procuration, après avoir été signée ne varietur par le mandataire agissant pour le compte de la partie comparante et le notaire instrumentant, restera annexée au présent acte pour être soumise avec lui aux formalités de l'enregistrement.

La partie comparante, représentée comme indiqué ci-dessus, a prié le notaire instrumentant d'acter ce qui suit:

I. que la partie comparante est l'associé unique (l'Associé Unique) de la Société

II. que vingt mille (20.000) actions de la Société ayant une valeur nominale de un US Dollar (USD 1.00) chacune, représentant la totalité du capital social de la Société, sont dûment représentées à la présente assemblée qui est par conséquent régulièrement constituée et peut statuer sur les points à l'ordre du jour;

III. Par (i) des résolutions valablement adoptées le 7 décembre 2012 par les administrateurs de la Sociétés et (ii) des résolutions de l'associé unique de la Société valablement adoptées le 7 décembre 2012, dont des copies resteront annexées au présent acte, il a été décidé de transférer le siège social, l'établissement principal, l'administration centrale et le siège de gestion effective de la Société des îles Caïmans à Luxembourg, Grand-Duché de Luxembourg, avec effet à la date des présentes sans dissolution de la Société mais au contraire avec pleine continuation de sa personnalité morale et juridique et d'adopter la forme sociale d'une société à responsabilité limitée de droit luxembourgeois lors de la migration. Toutes les formalités requises selon les lois des Iles Cayman afin de donner effet à cette décision ont été dûment accomplies;

IV. qu'il ressort d'un bilan de la Société, qu'au 30 novembre 2012, les actifs nets de la Société correspondent au moins à la valeur du capital social (et de la prime d'émission, le cas échéant) de la Société (les Comptes de Clôture); qu'il ressort en outre d'un certificat de la gérance de la Société daté du 12 décembre 2012, que depuis la date des Comptes de Clôture et à compter de la date des présentes, aucun changement matériel dans l'activité de la Société et ses affaires n'a eu lieu qui aurait entraîné que les Comptes de Clôture soient devenus matériellement incorrects et ne reflètent plus une vision réelle et juste de la situation de la Société à la date des présentes (le Certificat de Gestion). Une copie des Comptes de Clôture et du Certificat de Gestion, après avoir été signées ne varietur par le mandataire agissant pour le compte de la partie comparante et le notaire instrumentant, resteront annexées au présent acte pour être soumises avec lui aux formalités de l'enregistrement;

V. Sur ce, l'Associé Unique a prié le notaire instrumentant d'acter les résolutions suivantes:

Première résolution

L'Associé Unique décide de transférer le siège social, de l'établissement principal, de l'administration centrale et du siège de gestion effective de la Société des îles Caïmans à Luxembourg, Grand-Duché de Luxembourg, avec effet à la date de l'Assemblée, sans dissolution de la Société mais au contraire avec pleine continuation de sa personnalité morale et juridique.

L'Associé Unique déclare par ailleurs que toutes les formalités requises par les lois des îles Caïmans en vue de donner effet à ce transfert ont été dûment accomplies, dont la preuve a été fournie au notaire instrumentant.

Deuxième résolution

L'Associé Unique décide que la Société adopte la forme d'une société à responsabilité limitée sous la dénomination Alacer Gold Corp. S.à r.l., accepte la nationalité luxembourgeoise et sera à compter de la date du présent acte soumise aux lois du Grand-Duché de Luxembourg.

Troisième résolution

L'Associé Unique décide de prendre acte et, dans la mesure nécessaire, d'approuver les Comptes de Clôture.

L'estimation des actifs et passifs de la Société est prouvée au notaire par, entre autres, (i) les Comptes de Clôture et (ii) le Certificat de Gestion dont il ressort que:

- «tous les actifs et passifs de la Société sont indiqués sur le bilan certifié ci-joint daté du 30 novembre 2012;

- sur base de principes comptables généralement acceptés, la valeur nette des actifs et passifs de la Société d'après le bilan annexé est évaluée au moins à quatre-vingt-quatorze millions cinq cent quatre-vingt-seize mille deux cent soixante-sept dollars américains (USD 94.596.267) et que depuis la date dudit bilan, aucun changement matériel dans l'activité de la Société et ses affaires n'a eu lieu qui aurait entraîné que les états financiers au 30 novembre 2012 soient devenus matériellement incorrects et ne reflètent pas une vision réelle et juste de la situation de la Société à la date des présentes; et

- qu'il n'existe aucun obstacle, juridique ou contractuel, au transfert avec pleine continuation de la personnalité morale des îles Caïmans au Grand-Duché de Luxembourg.»

L'Associé Unique constate que la description, la cohérence et l'affectation de tous les actifs et passifs de la Société et du capital social émis et entièrement libéré résultent des Comptes de Clôture.

L'Associé Unique décide d'approuver un bilan d'ouverture de la Société correspondant aux Comptes de Clôture de la Société qui reflètent la situation financière de la Société avant le transfert des îles Caïmans au Grand-Duché de Luxembourg, dont une copie restera annexée au présent acte.

L'Associé Unique déclare que tous les actifs et passifs de la Société, sans limitation, restent la propriété intégrale de la Société, qui possède toujours tous ses actifs et qui est toujours tenue par toutes ses dettes et engagements.

Quatrième résolution

En conséquence des résolutions précédentes, l'Associé Unique décide de modifier et de reformuler intégralement le mémorandum of association et les statuts de la Société sous la forme présentée à l'Associé Unique afin de les rendre conformes aux lois de Luxembourg suite au transfert de la Société et à sa continuation au Grand-Duché de Luxembourg.

Le memorandum of association et les statuts coordonnées de la Société auront la teneur suivante:

I. Dénomination - Siège social - Objet - Durée

Art. 1 er. Dénomination. Le nom de la société est Alacer Gold Corp. S.à r.l. (la Société). La Société est une société à responsabilité limitée régie par les lois du Grand-Duché de Luxembourg, et en particulier par la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée (la Loi), ainsi que par les présents statuts (les Statuts).

Art. 2. Siège social.

2.1. Le siège social de la Société est établi à Luxembourg, Grand-Duché de Luxembourg. Il peut être transféré dans cette même commune par décision du conseil de gérance. Le siège social peut être transféré en tout autre endroit du Grand-Duché de Luxembourg par une résolution des associés, selon les modalités requises pour la modification des Statuts.

2.2. Il peut être créé des succursales, filiales ou autres bureaux tant au Grand-Duché de Luxembourg qu'à l'étranger par décision du conseil de gérance. Lorsque le conseil de gérance estime que des développements ou événements extraordinaires d'ordre politique ou militaire se sont produits ou sont imminents, et que ces développements ou événements sont de nature à compromettre les activités normales de la Société à son siège social, ou la communication aisée entre le siège social et l'étranger, le siège social peut être transféré provisoirement à l'étranger, jusqu'à cessation complète de ces circonstances. Ces mesures provisoires n'ont aucun effet sur la nationalité de la Société qui, nonobstant le transfert provisoire de son siège social, reste une société luxembourgeoise.

Art. 3. Objet social.

3.1. L'objet de la Société est la prise de participations, tant au Luxembourg qu'à l'étranger, dans toutes sociétés ou entreprises sous quelque forme que ce soit, et la gestion de ces participations. La Société peut notamment acquérir par souscription, achat et échange ou de toute autre manière tous titres, actions et autres valeurs de participation, obligations, créances, certificats de dépôt et autres instruments de dette, et plus généralement, toutes valeurs mobilières et instruments financiers émis par toute entité publique ou privée. Elle peut participer à la création, au développement, à la gestion et au contrôle de toute société ou entreprise. Elle peut en outre investir dans l'acquisition et la gestion d'un portefeuille de brevets ou d'autres droits de propriété intellectuelle de quelque nature ou origine que ce soit.

3.2. La Société peut emprunter sous quelque forme que ce soit, sauf par voie d'offre publique. Elle peut procéder, uniquement par voie de placement privé, à l'émission de billets à ordre, d'obligations et de tous types de titres et instruments de dette ou de capital. La Société peut prêter des fonds, y compris notamment les revenus de tous emprunts, à ses filiales, sociétés affiliées (comprenant société mère et société sœur), ainsi qu'à toutes autres sociétés. La Société peut également consentir des garanties et nantir, céder, grever de charges ou autrement créer et accorder des sûretés sur toute ou partie de ses actifs afin de garantir ses propres obligations et celles de toute autre société et, de manière générale, en sa faveur et en faveur de toute autre société ou personne. En tout état de cause, la Société ne peut effectuer aucune activité réglementée du secteur financier sans avoir obtenu l'autorisation requise.

3.3. La Société peut employer toutes les techniques et instruments nécessaires à une gestion efficace de ses investissements et à sa protection contre les risques de crédit, les fluctuations monétaires, les fluctuations de taux d'intérêt et autres risques.

3.4. La Société peut effectuer toutes les opérations commerciales, financières ou industrielles et toutes les transactions concernant des biens immobiliers ou mobiliers qui, directement ou indirectement, favorisent ou se rapportent à son objet social.

Art. 4. Durée.

4.1. La Société est formée pour une durée indéterminée.

4.2. La Société ne sera pas dissoute en raison de la mort, de la suspension des droits civils, de l'incapacité, de l'insolvabilité, de la faillite ou de tout autre événement similaire affectant un ou plusieurs associés.

II. Capital - Parts sociales

Art. 5. Capital.

5.1. Le capital social est fixé à vingt mille dollars américains (USD 20.000), représenté par vingt mille (20.000) parts sociales sous forme nominative, ayant une valeur nominale de un dollar américain (USD 1) chacune.

5.2. Le capital social peut être augmenté ou réduit à une ou plusieurs reprises par une résolution des associés, adoptée selon les modalités requises pour la modification des Statuts.

Art. 6. Parts sociales.

6.1. Les parts sociales sont indivisibles et la Société ne reconnaît qu'un (1) seul propriétaire par part sociale.

6.2. Les parts sociales sont librement cessibles entre associés.

6.3. Lorsque la Société a un associé unique, les parts sociales sont librement cessibles aux tiers.

6.4. Lorsque la Société a plus d'un associé, la cession des parts sociales (inter vivos) à des tiers est soumise à l'accord préalable des associés représentant au moins les trois-quarts du capital social.

6.5. Une cession de parts sociales ne sera opposable à l'égard de la Société ou des tiers, qu'après avoir été notifiée à la Société ou acceptée par celle-ci conformément à l'article 1690 du Code Civil luxembourgeois.

6.6. Un registre des associés est tenu au siège social et peut être consulté à la demande de chaque associé.

6.7. La Société peut racheter ses propres parts sociales à condition ou:

(i) qu'elle ait des réserves distribuables suffisantes à cet effet; ou

(ii) que le rachat résulte de la réduction du capital social de la Société.

III. Gestion - Représentation

Art. 7. Nomination et Révocation des gérants.

7.1. La Société est gérée par un ou plusieurs gérants nommés par une résolution des associés, qui fixe la durée de leur mandat. Les gérants ne doivent pas nécessairement être associés.

7.2. Les gérants sont révocables à tout moment, avec ou sans raison, par une décision des associés.

Art. 8. Conseil de gérance. Si plusieurs gérants sont nommés, ils constitueront le conseil de gérance (le Conseil). Les associés peuvent décider de nommer des gérants de différentes classes, à savoir un ou plusieurs gérants de classe A et un ou plusieurs gérants de classe B.

8.1. Pouvoirs du conseil de gérance

(i) Tous les pouvoirs non expressément réservés par la Loi ou les Statuts aux associés sont de la compétence du Conseil, qui a tous les pouvoirs pour effectuer et approuver tous les actes et opérations conformes à l'objet social.

(ii) Des pouvoirs spéciaux ou limités peuvent être délégués par le Conseil à un ou plusieurs agents pour des tâches spécifiques.

8.2. Procédure

(i) Le Conseil se réunit sur convocation deux (2) gérants, ou, si les associés ont nommé différentes classes de gérants, par les signatures conjointes d'un gérant de classe A et d'un gérant de classe B, au lieu indiqué dans l'avis de convocation, qui en principe, sera au Luxembourg.

(ii) Il sera donné à tous les gérants une convocation écrite de toute réunion du Conseil au moins vingt-quatre (24) heures à l'avance, sauf en cas d'urgence, auquel cas la nature et les circonstances de cette urgence seront mentionnées dans la convocation à la réunion.

(iii) Aucune convocation n'est requise si tous les membres du Conseil sont présents ou représentés et si chacun d'eux déclare avoir parfaitement connaissance de l'ordre du jour de la réunion. Un gérant peut également renoncer à la convocation à une réunion, que ce soit avant ou après ladite réunion. Des convocations écrites séparées ne sont pas exigées pour des réunions se tenant dans des lieux et à des heures fixés dans un calendrier préalablement adopté par le Conseil.

(iv) Un gérant peut donner une procuration à un autre gérant afin de le représenter à toute réunion du Conseil.

(v) Le Conseil ne peut délibérer et agir valablement que si la majorité de ses membres sont présents ou représentés. Les décisions du Conseil sont valablement adoptées à la majorité des voix des gérants présents ou représentés, à la condition qu'un ou les associés ont nommé un ou plusieurs gérants de classe A et un ou plusieurs gérants de classe B, au moins un gérant de classe A et un gérant de classe B votent en faveur de la décision. Les décisions du Conseil sont consignées dans des procès-verbaux signés par le président de la réunion ou, si aucun président n'a été nommé, par tous les gérants présents ou représentés.

(vi) Tout gérant peut participer à toute réunion du Conseil par téléphone ou visio-conférence ou par tout autre moyen de communication permettant à l'ensemble des personnes participant à la réunion de s'identifier, de s'entendre et de se parler. La participation par un de ces moyens équivaut à une participation en personne à une réunion valablement convoquée et tenue.

(vii) Des résolutions circulaires signées par tous les gérants (des Résolutions Circulaires des Gérants) sont valables et engagent la Société comme si elles avaient été adoptées lors d'une réunion du Conseil valablement convoquée et tenue et portent la date de la dernière signature.

8.3. Représentation

(i) Lorsque la Société a un gérant unique, la Société est engagée vis-à-vis des tiers par la signature de ce dernier.

(ii) Lorsque la Société est gérée par un conseil de gérance, la Société est engagée vis-à-vis des tiers en toutes circonstances par les signatures conjointes de deux (2) gérants ou, si les associés ont nommé différentes classes de gérants, par les signatures conjointes d'un gérant de classe A et d'un gérant de classe B.

(iii) La Société est également engagée vis-à-vis des tiers par la signature de toute(s) personne(s) à qui des pouvoirs spéciaux ont été délégués par le Conseil.

Art. 9. Gérant unique. Si la Société est gérée par un gérant unique, toute référence dans les Statuts au Conseil ou aux gérants doit être considérée, le cas échéant, comme une référence au gérant unique.

Art. 10. Responsabilité des gérants. Les gérants ne contractent, à raison de leur fonction, aucune obligation personnelle concernant les engagements régulièrement pris par eux au nom de la Société, dans la mesure où ces engagements sont conformes aux Statuts et à la Loi.

IV. Associé(s)

Art. 11. Assemblées générales des associés et Résolutions écrites des associés.

11.1. Pouvoirs et droits de vote

(i) Sauf lorsque des résolutions sont adoptées conformément à l'article

11.1. (ii), les résolutions des associés sont adoptées en assemblée générale des associés (chacune une Assemblée Générale).

(ii) Si le nombre des associés de la Société ne dépasse pas vingt-cinq (25), les résolutions des associés peuvent être adoptées par écrit (des Résolutions Ecrites des Associés).

(iii) Chaque part sociale donne droit à un (1) vote.

11.2. Convocations, quorum, majorité et procédure de vote (i) Les associés peuvent être convoqués aux Assemblées Générales à l'initiative du Conseil. Le Conseil doit convoquer une Assemblée Générale à la demande des associés représentant plus de la moitié du capital social.

(ii) Une convocation écrite à toute Assemblée Générale est donnée à tous les associés au moins huit (8) jours avant la date de l'assemblée, sauf en cas d'urgence, auquel cas, la nature et les circonstances de cette urgence doivent être précisées dans la convocation à ladite assemblée.

(iii) Si des résolutions sont adoptées par écrit, le Conseil communique le texte des résolutions à tous les associés. Les associés votent par écrit et envoient leur vote à la Société endéans le délai fixé par le Conseil. Chaque gérant est autorisé à compter les votes.

(iv) Les Assemblées Générales sont tenues au lieu et heure précisés dans les convocations.

(v) Si tous les associés sont présents ou représentés et se considèrent comme ayant été valablement convoqués et informés de l'ordre du jour de l'assemblée, l'Assemblée Générale peut se tenir sans convocation préalable.

(vi) Un associé peut donner une procuration écrite à toute autre personne, associé ou non, afin de le représenter à toute Assemblée Générale.

(vii) Les décisions de l'Assemblée Générale sont adoptées par des associés détenant plus de la moitié (1/2) du capital social. Si cette majorité n'est pas atteinte à la première Assemblée Générale, les associés sont convoqués par lettre recommandée à une seconde Assemblée Générale et les décisions sont adoptées par l'Assemblée Générale à la majorité des voix exprimées, sans tenir compte de la proportion du capital social représenté.

(viii) Les Statuts ne peuvent être modifiés qu'avec le consentement de la majorité (en nombre) des associés détenant au moins les trois-quarts (3/4) du capital social.

(ix) Tout changement de nationalité de la Société ainsi que toute augmentation de l'engagement d'un associé dans la Société exige le consentement unanime des associés.

(x) Des Résolutions Ecrites des Associés sont adoptées avec le quorum de présence et de majorité détaillés ci-avant. Elles porteront la date de la dernière signature reçue endéans le délai fixé par le Conseil.

Art. 12. Associé unique. Dans le cas où le nombre des associés est réduit à un (1):

(i) l'associé unique exerce tous les pouvoirs conférés par la Loi à l'Assemblée Générale;

(ii) toute référence dans les Statuts aux associés, à l'Assemblée Générale ou aux Résolutions Circulaires des Associés doit être considérée, le cas échéant, comme une référence à l'associé unique ou aux résolutions de ce dernier; et

(iii) les résolutions de l'associé unique sont consignées dans des procès-verbaux ou rédigées par écrit.

V. Comptes annuels - Affectation des bénéfices - Contrôle

Art. 13. Exercice social et Approbation des comptes annuels.

13.1. L'exercice social commence le premier (1) janvier et se termine le trente et un (31) décembre de chaque année.

13.2. Chaque année, le Conseil doit dresser le bilan et le compte de profits et pertes, ainsi qu'un inventaire indiquant la valeur des actifs et passifs de la Société, avec une annexe résumant les engagements de la Société ainsi que les dettes du ou de(s) gérant(s) et de(s) associé(s) envers la Société.

13.3. Tout associé peut prendre connaissance de l'inventaire et du bilan au siège social.

13.4. Le bilan et le compte de profits et pertes doivent être approuvés de la façon suivante:

(i) si le nombre des associés de la Société ne dépasse pas vingt-cinq (25), dans les six (6) mois de la clôture de l'exercice social en question, soit (a) par l'Assemblée Générale annuelle (si elle est tenue), soit (b) par voie de Résolutions Ecrites des Associés; ou

(ii) si le nombre des associés de la Société dépasse vingt-cinq (25), par l'Assemblée Générale annuelle.

Art. 14. Commissaires / Réviseurs d'entreprises.

14.1. Les opérations de la Société sont contrôlées par un ou plusieurs réviseurs d'entreprises agréés, dans les cas prévus par la loi. Les associés nomment les réviseurs d'entreprises agréés, s'il y a lieu, et déterminent leur nombre, leur rémunération et la durée de leur mandat.

14.2. Si la Société a plus de vingt-cinq (25) associés, ses opérations sont surveillées par un ou plusieurs commissaires, à moins que la loi ne requière la nomination d'un ou plusieurs réviseurs d'entreprises agréés. Les commissaires sont sujets à la renomination par l'Assemblée Générale annuelle. Ils peuvent être associés ou non.

Art. 15. Affectation des bénéfices.

15.1. Cinq pour cent (5 %) des bénéfices nets annuels de la Société sont affectés à la réserve requise par la Loi (la Réserve Légale). Cette affectation cesse d'être exigée quand la Réserve Légale atteint dix pour cent (10 %) du capital social.

15.2. Les associés décident de l'affectation du solde des bénéfices nets annuels. Ils peuvent allouer ce bénéfice au paiement d'un dividende, l'affecter à un compte de réserve ou le reporter en respectant les dispositions légales applicables.

15.3. Des dividendes intérimaires peuvent être distribués à tout moment, aux conditions suivantes:

(i) des comptes intérimaires sont établis par le Conseil;

(ii) ces comptes intérimaires doivent montrer que suffisamment de bénéfices et autres réserves (y compris la prime d'émission) sont disponibles pour une distributions, étant entendu que le montant à distribuer ne peut excéder le montant des bénéfices réalisés depuis la fin du dernier exercice social dont les comptes annuels ont été approuvés, le cas échéant, augmenté des bénéfices reportés et des réserves distribuables, et réduit par les pertes reportées et les sommes à affecter à la réserve légale;

(iii) la décision de distribuer les dividendes intérimaires doit être adoptée par le Conseil dans les deux (2) mois suivant la date des comptes intérimaires; et

(iv) compte tenu des actifs de la Société, les droits des créanciers de la Société ne doivent pas être menacés.

Si les dividendes intérimaires qui ont été distribués excèdent les bénéfices distribuables à la fin de l'exercice social, le Conseil a le droit de réclamer la répétition des dividendes ne correspondant pas à des bénéfices réellement acquis et les associés doivent immédiatement reverser l'excès à la Société à la demande du Conseil.

VI. Dissolution - Liquidation

16.1. La Société peut être dissoute à tout moment, par une résolution des associés adoptée par la majorité (en nombre) des associés détenant au moins les trois-quarts (3/4) du capital social. Les associés nommeront un ou plusieurs liquidateurs, qui n'ont pas besoin d'être associés, pour réaliser la liquidation et détermineront leur nombre, pouvoirs et rémunération. Sauf décision contraire des associés, les liquidateurs sont investis des pouvoirs les plus étendus pour réaliser les actifs et payer les dettes de la Société.

16.2. Le boni de liquidation après la réalisation des actifs et le paiement des dettes, s'il y en a, est distribué aux associés proportionnellement aux parts sociales détenues par chacun d'entre eux.

VII. Dispositions générales

17.1. Les convocations et communications, ainsi que les renonciations à celles-ci, peuvent être faites, et les Résolutions Circulaires des Gérants ainsi que les Résolutions Ecrites des Associés peuvent être établies par écrit, par téléfax, e¬mail ou tout autre moyen de communication électronique.

17.2. Les procurations peuvent être données par tout moyen mentionné ci-dessus. Les procurations relatives aux réunions du Conseil peuvent également être données par un gérant conformément aux conditions acceptées par le Conseil.

17.3. Les signatures peuvent être sous forme manuscrite ou électronique, à condition de satisfaire aux conditions légales pour être assimilées à des signatures manuscrites. Les signatures des Résolutions Circulaires des Gérants, des résolutions adoptées par le Conseil par téléphone ou visioconférence et des Résolutions Ecrites des Associés, selon le cas, sont apposées sur un original ou sur plusieurs copies du même document, qui ensemble, constituent un seul et unique document.

17.4. Pour tous les points non expressément prévus par les Statuts, il est fait référence à la loi et, sous réserve des dispositions légales d'ordre public, à tout accord présent ou futur conclu entre les associés.

Cinquième résolution

L'Associé Unique prend acte et confirme que les Comptes de Clôture indiquent des bénéfices nets de quatre-vingt-quatorze millions cinq cent quatre-vingt-seize mille deux cent soixante-sept dollars américains (USD 94.596.267) (les Bénéfices).

L'Assemblée prend acte des termes de l'article 197, 4 ème alinéa de la loi luxembourgeoise sur les sociétés commerciales du 10 août 1915, telle que modifiée qui prévoit que:

«(...) chaque année, au moins un vingtième des bénéfices nets sera affecté à la création d'une réserve; cette affectation cesse d'être obligatoire quand la réserve a atteint un montant égal à un dixième du capital social, mais redeviendra obligatoire si la réserve tombe en dessous de ce dixième» (la Réserve Légale).

L'Associé Unique décide d'affecter deux mille dollars américains (USD 2.000) des Bénéfices à la Réserve Légale qui est ainsi dûment et intégralement constituée.

Sixième résolution

L'Associé Unique décide de prendre acte de la démission, avec effet à la date des présentes, du gérant actuel de la Société en fonction avant le transfert des îles Caïmans au Grand-Duché de Luxembourg, de ses fonctions de gérant de la Société et de lui accorder décharge pleine et entière pour l'exécution de ses fonctions depuis la date de sa nomination jusqu'à la date de sa démission.

L'Associé Unique décide de nommer les personnes suivantes avec effet immédiat pour une durée indéterminée:

- Mr. Geoffrey T. Williams, avocat, né à Fairfax, Virginie, Etats-Unis d'Amérique, le 12 avril 1968, domicilié au 914 Dakota Drive, Castle Rock, Colorado 80108, Etats-Unis d'Amérique, en tant gérant de catégorie A de la Société;

- Mr. David Quinlivan, ingénieur minier, né à Bridgetown, Australie, le 7 août 1955, domicilié au 1/74A Preston Point Road, East Fremantle, Western Australia 6158, en tant gérant de catégorie A de la Société; et

- Mr. Benoit Bauduin, gérant de société, né à Messancy, Belgique, le 31 mars 1976, domicilié au 12, rue Guillaume Schneider, L-2522, Luxembourg, en tant gérant de catégorie B de la Société;

- Mr. Patrick Moinet, né à Bastogne, Belgique, le 6 juin 1975, domicilié au 12, avenue Victor Hugo, L-1750 Luxembourg, en tant que gérant de catégorie B.

Septième résolution

L'Associé Unique décide d'établir le siège social, l'établissement principal, l'administration centrale et le siège de gestion de la Société au 6, rue Guillaume Schneider, L-2522, Luxembourg, Grand-Duché de Luxembourg.

Estimation des frais

Les dépenses, frais, honoraires et charges de quelque nature que ce soit qui incombent à la Société en raison du présent acte s'élèvent à sept mille Euros (7.000,- EUR).

Le notaire soussigné, qui comprend et parle l'anglais, déclare par la présente, qu'à la requête de la partie comparante ci-dessus, le présent acte est rédigé en anglais, suivi d'une version française, à la requête de la même partie comparante, en cas de divergences entre le texte anglais et le texte français, la version anglaise fera foi.

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

Lecture du présent acte ayant été faite au mandataire de la partie comparante, le mandataire de la partie comparante a signé avec nous, le notaire, le présent acte original.

Signé: N. NARCHAND et H. HELLINCKX.

Enregistré à Luxembourg A.C., le 20 décembre 2012. Relation: LAC/2012/61305. Reçu soixante-quinze euros (75,- EUR)

Le Receveur (signé): I. THILL.

- POUR EXPEDITION CONFORME - délivrée à la société sur demande.

Luxembourg, le 16 janvier 2013.

Référence de publication: 2013009040/652.

(130011102) Déposé au registre de commerce et des sociétés de Luxembourg, le 17 janvier 2013.

Oberon Credit Investment Fund I S.C.A. SICAV-SIF, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

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

R.C.S. Luxembourg B 174.273.

STATUTES

In the year two thousand twelve, on the tenth day of December

Before us, Maître Francis Kesseler, notary residing in Esch sur Alzette, Grand Duchy of Luxembourg.

THERE APPEARED:

- Oberon GP S.à r.l. a company with its registered office at 51 Avenue J.F. Kennedy, L-1855 Luxembourg; Luxembourg, pending registration with the Luxembourg trades and company register;

- Rothschild Bank International Limited with its registered office at St. Julian's court, St Peter Port, Guernsey GY1 3BP, registered in Guernsey with company number 1088;

- and N M Rothschild & Sons Ltd with registered office, New Court, St. Swithin's Lane, London, United Kingdom, EC4N 8AL, registered in England and Wales with registered number 00925279;

here represented by M e Luc Courtois attorney at law, with professional address in Luxembourg, by virtue of a power of attorney given on December the 7 th , 2012.

Such power of attorney, after having been signed ne varietur by the representative of the appearing party and the undersigned notary, will remain annexed to this deed for the purpose of registration.

The appearing party, represented as above, has requested the undersigned notary to state as follows the articles of incorporation of a corporate partnership limited by shares (société en commandite par actions), which is hereby incorporated:

1. Name - Registered office - Object - Duration.

1.1 Formation and Name

(a) There exists among the General Partner and the persons who become owners of the shares issued in accordance with the following and all those who may become Shareholders in the future an investment company with variable capital - specialised investment fund (société d'investissement à capital variable - fonds d'investissement specialise - SICAV-SIF) in the form of a corporate partnership limited by shares (société en commandite par actions) (the "Company") governed by the laws of the Grand Duchy of Luxembourg and, in particular, the law of August 10, 1915, on commercial companies, as amended (the "1915 Law"), the SIF Law and these articles of association (the "Articles").

(b) The name of the Company shall be Oberon Credit Investment Fund I S.C.A. SICAV-SIF.

2. Registered office.

2.1 The registered office of the Company shall be established in Luxembourg, Grand Duchy of Luxembourg. It may be transferred within the municipality of the City of Luxemburg by a decision of the General Partner.

2.2 The registered office may not be transferred to any place outside the Grand Duchy of Luxembourg except as otherwise provided herein.

2.3 Branches, subsidiaries or other offices may be established in the Grand Duchy of Luxembourg or abroad by a decision of the General Partner.

3. Corporate object.

3.1 The object of the Company is to place the funds available in debt and debt related securities and instruments and equity and equity related securities and instruments, within the widest meaning permitted by the SIF Law, in accordance with the investment policy set out in the Prospectus and subject to the restrictions in these Articles, with the purpose of diversifying investment risk and affording its shareholders the benefit of the management of the Company.

3.2 Subject to Art. 3.3, the Company may use any techniques and instruments to efficiently manage its Investments and to protect itself against credit risks, currency exchange exposure, interest rate risks and other risks.

3.3 The Company may carry out any measures and carry out any operation or transaction, which it may deem useful in the development and accomplishment of its purpose to the full extent permitted by the SIF Law but subject, at all times, to the limitations and investment restrictions set out in these Articles and the Prospectus.

4. Duration.

4.1 The Company is incorporated for a period of six years and three months commencing from the date of incorporation, it being understood that such term may be extended for a period or consecutive periods each not exceeding six months at any time prior to the expiry of the term of the Company in accordance with Articles 23.3 and 23.4. Promptly following approval of an extension, notice of the revised termination date shall be given to the Shareholders.

4.2 Subject to Articles 23.3 and 23.4, the Company shall not be dissolved by reason of the death, suspension of civil rights, incapacity, insolvency, bankruptcy or any similar event affecting one or several Investors.

5. Capital - Shares.

5.1 Capital

(a) The share capital of the Company (the "Share Capital") shall be represented by fully paid-up shares of no par value, the total value of which at any time shall be equal to the total net assets of the Company as described in 27.1 below.

(b) The Share Capital shall be represented by the following two types of Shares:

(i) "Management Shares": shares which shall be subscribed by the General Partner, as unlimited shareholder (actionnaire-gérant commandite);

(ii) "Ordinary Shares": shares which shall be subscribed by limited shareholders (actionnaires commanditaires).

5.2 The initial subscribed share capital of the Company amounts to EUR 35,501 (thirty five thousand five hundred and one euros) divided into:

(a) one (1) Management Share in respect of which EUR 1 is paid up;

(b) three (3) Class A Ordinary Shares in respect of which EUR 10,000 is paid up on each (the "Class A Ordinary Shares"); and

(c) fifty five (55) Class B Ordinary Shares in respect of which EUR 100 is paid up on each (the "Class B Ordinary Shares"), the holders of which shall be entitled to the Incentive Return;

the Management Share, the Class A Ordinary Shares, the Class B Ordinary Shares and any further Class of Ordinary Shares created and issued in accordance with these Articles are hereinafter collectively referred to as the "Shares".

5.3 The minimum capital of the Company shall be EUR 1,250,000, which must be reached within twelve months after the date on which the Company has been authorised in accordance with the SIF Law.

5.4 The General Partner may, at any time, issue to limited shareholders "Class A Ordinary Shares" carrying the rights and obligations set out in these Articles and such further classes of Ordinary Shares (collectively the "Classes" and individually a "Class") which shall rank pari passu with the Class A Ordinary Shares, except to the extent that such Class carries different rights and obligations with regard to eligible investors as may be determined by the General Partner.

5.5 The base currency of the Company shall be Euro (EUR).

6. Capital commitments.

6.1 The General Partner has subscribed upon incorporation and paid up in full:

(a) one Management Share; and

(b) fifty five Class B Ordinary Shares.

6.2 Each prospective Investor wishing to subscribe for Class A Ordinary Shares in accordance with these Articles shall execute a subscription agreement in a form approved by the General Partner (the "Subscription Agreement"), which may be accepted by the General Partner at a Closing.

6.3 Each Investor whose Subscription Agreement has been accepted by the General Partner shall be issued Class A Ordinary Shares upon a Capital Call pursuant to the terms of its Subscription Agreement and these Articles.

6.4 The commitments of the Investors to subscribe for Class A Ordinary Shares made pursuant to their Subscription Agreements are hereinafter collectively referred to as "Commitments".

6.5 An Investor's Undrawn Commitment shall be subscribed by that Investor to the Company in such amounts and at such times on or after the First Closing as the General Partner may require by the issue of a drawdown notice ("Drawdown Notice") to that Investor (a "Capital Call") for any purpose of the Company including without limit for the purpose of funding:

(i) the Acquisition Cost of Investments;

(ii) the Management Fee;

(iii) Organisational Expenses;

(iv) the other expenses and liabilities of the Company including, but without limitation, liabilities of the Company under Art. 24.1(c);

(v) the obligations of that Investor under Art. 11.2(a).

Each Drawdown Notice shall give not less than ten Business Days written notice requesting payment of the Capital Call, save in respect of the first Drawdown Notice issued on or following the First Closing, in respect of which the first Capital Call may be due on such shorter period as specified by the General Partner. Following the expiry of the Investment Period, no Drawdown Notice shall be served for the purpose of funding the Acquisition Cost of Investments except as permitted under Article 13.2(e)(i).

6.6 Upon payment of a Capital Call by an Investor in respect of Class A Ordinary Shares the General Partner shall issue to that Investor one Class A Ordinary Share for each EUR 10,000 of Capital Call, in accordance with Articles 7 and 8.

6.7 Capital Calls from Investors shall (subject to Article 9) be made pro rata to Commitments.

6.8 The General Partner may delegate to any director, manager, officer, or other duly authorised agent the power to accept subscriptions, to receive payment of the subscription monies of the Ordinary Shares to be issued and to deliver them.

7. Shares.

7.1 Shares are indivisible and the Company recognises only one owner per Share. Joint holders of a Share shall appoint a joint representative who shall represent them towards the Company provided that the General Partner has the right to suspend the exercise of all rights attached to such Share until a joint representative has been appointed. Fractions of Shares may be issued up to three decimal places and shall carry rights in proportion to the fraction of a Share they represent but shall carry no voting rights.

7.2 Shares will be issued pursuant to Articles 8.1 to in registered form and fully paid-up. The inscription of the respective Shareholder's name in the register of registered Shares (the "Register") evidences its right of ownership of such registered Shares. The Register which shall be kept by the General Partner or by an entity designated therefore by the Company (the "Registrar and Transfer Agent") and shall contain the name of each Shareholder, its residence, registered office or elected domicile, the number of Shares (and their Class) held by it, the amount paid in for each Share, banking references, and, if applicable, their date of transfer.

7.3 Each Shareholder may change the data contained in the Register by notice to the General Partner.

7.4 Share certificates in registered form may be issued at the discretion of the General Partner and shall be signed by the General Partner. The costs relating to the issue of such certificates shall be borne by the Shareholder having requested such certificate.

8. Issuance of shares.

8.1 Shares of the Company will be issued by the General Partner or its appointed agent on behalf of the Company, provided however, in relation to Ordinary Shares, that the General Partner has drawn down Commitments pursuant to Art. 6 and payment for those Shares has been received by the General Partner or the Registrar and Transfer Agent.

8.2 Ordinary Shares may only be subscribed by Well-Informed Investors.

8.3 Whenever the Company offers Class A Ordinary Shares for subscription, the subscription price per Share shall be as determined, with respect to Class A Ordinary Shares, in accordance with Article 6.6. The issue price per Class A Ordinary Share shall be payable within the period as set out in the Capital Call relating thereto.

8.4 The General Partner is authorised to issue that number of Class A Ordinary Shares carrying an aggregate subscription price equal to aggregate Commitments from time to time (including, without limitation, Commitments from Subsequent Investors), without reserving to the existing Shareholders a preferential right to subscribe for such Class A Ordinary Shares to be issued.

8.5 Each newly issued Ordinary Share in a particular Class shall entitle its holder to the same rights and obligations as the holders of existing Ordinary Shares of the same Class.

9. Default.

9.1 If any Shareholder that has made a Commitment to the Company fails at any time to pay the drawn down amounts due on the relevant payment date, the General Partner may decide to apply an interest charge on such amounts (the "Default Interest"), without further notice, at a rate equal to EURIBOR plus 6% per annum, until the date of full payment. The Default Interest shall be calculated on the basis of the actual number of days elapsed between the relevant payment date (inclusive) and the actual date the relevant payment is received by the Company (exclusive).

9.2 If within 10 Business Days following a formal notice served by the General Partner by registered or electronic mail or courier, the relevant Shareholder has not paid the full amounts due (including the Default Interest due), this Shareholder shall become a defaulting Shareholder (the "Defaulting Shareholder") and the General Partner may bring legal action in order to compel the Defaulting Shareholder to pay its portion of the Commitment called.

9.3 In the meantime, and notwithstanding the preceding sentence, all the Shares registered in the Defaulting Investor's name shall become defaulted Shares (the "Defaulted Shares"). Defaulted Shares shall have their voting rights suspended and shall not carry any right to distributions, as long as the outstanding payment set out above has not been effected.

9.4 All Shares registered in the name of such Defaulting Shareholder shall be subject at the discretion of the General Partner to the one of the two following alternative procedures:

(a) The Defaulting Shareholder's Shares may be subject to a compulsory redemption (the "Defaulted Redeemable Shares") in accordance with the following rules and procedures:

(i) the General Partner shall send a notice (hereinafter the "Redemption Notice") to the relevant Defaulting Shareholder; the Redemption Notice shall specify, inter alia, the Defaulted Redeemable Shares to be redeemed and the price to be paid. The Redemption Notice may be sent to the Defaulting Shareholder by registered or electronic mail or courier to its last known address. From the closing of the offices on the day specified in the Redemption Notice, the Defaulting Shareholder shall cease to be the owner of the Defaulted Redeemable Shares specified in the Redemption Notice and the Register of the Company will be amended accordingly;

(ii) in such compulsory redemption, the redemption price will be equal to:

(A) the subscription price paid by the redeeming Defaulting Shareholder in respect of its Defaulted Redeemable Shares; or

(B) if the General Partner so elects, the Net Asset Value of such Defaulted Redeemable Shares on the relevant redemption date;

less in each case Default Interest accrued on the unpaid part of the Commitment as well as administration and miscellaneous costs and expenses borne by the Company in respect of such default (the "Default Redemption Price"). The Default Redemption Price will be payable only at the close of the liquidation of the Company, unless the General Partner elects to pay it at an earlier date and provided that if, in the determination of the General Partner, the Default Redemption Price payable at the close of the liquidation of the Company exceeds the amount the Defaulting Shareholder would have received in respect of its Defaulted Redeemable Shares by the close of the liquidation of the Company had it not become a Defaulting Shareholder, the Default Redemption Price shall be reduced to that amount.

(b) Alternatively, the General Partner may decide:

(i) to procure the sale of the Shares of the Defaulting Shareholder to a purchaser determined by the General Partner in its sole discretion (the "Purchaser", but provided that if the Purchaser is a member of the Sponsor Group then the Purchaser must have the prior approval of the Investor Committee), at the Default Redemption Price (or such higher price as the General Partner may in its discretion determine). The Default Redemption Price shall be payable immediately to the Company by the Purchaser and (after the deduction of all fees and expenses incurred in relation to such default as determined at the discretion of the General Partner) to the Defaulting Shareholder only upon liquidation of the Company (unless the General Partner elects to pay it at an earlier date) and after satisfaction of all other holders of Shares and shall not bear interest until such due date. The General Partner shall constitute the agent for the sale of the Defaulting Shareholder's Shares (as well as the transfer of the Undrawn Commitment of such Defaulting Shareholder) and each Shareholder agrees to appoint or procure the appointment of the General Partner as its true and lawful attorney to execute any documents required in connection with such transfer if it shall become a Defaulting Shareholder and shall ratify whatever the General Partner shall lawfully do pursuant to such power of attorney and to keep the General Partner indemnified against any claims, costs and expenses which the General Partner may suffer as a result thereof;

(ii) in the event of such sale, the Purchaser shall, on completion of the transfer, be admitted to the Company as a new Shareholder and shall assume all rights and obligations of the Defaulting Shareholder (including, for the avoidance of doubt, the Undrawn Commitment of the Defaulting Shareholder).

9.5 The General Partner may bring any legal actions it may deem appropriate against the Defaulting Shareholder based on breach of its Subscription Agreement with the Company.

9.6 In order to make up a shortfall in available funds for investments or any expenses (but excluding the Management Fee calculated by reference to the Defaulting Shareholder) and other liabilities arising as a result of the default by a Defaulting Shareholder in respect of its Capital Call, the General Partner:

(a) may issue further Drawdown Notices to the other Investors up to the amount of the shortfall (but not in respect of any Investor, for the avoidance of doubt, beyond that Investor's Undrawn Commitment); or

(b) may cause the Company to borrow up to the amount of the shortfall pursuant to a Bridge Facility; or

(c) may procure co-investment alongside the Company.

9.7 The sanctions applied against Defaulting Shareholders described above are not exclusive of any recourse that the General Partner may adopt in order to recover the unpaid amounts.

9.8 The provisions of Article 9.4 may also be applied by the General Partner to a Shareholder (who shall be treated as a Defaulting Shareholder for the purposes of Article 9.4) in the circumstances expressly stated in that Shareholder's Subscription Agreement.

10. Redemption of shares.

10.1 The Company is a closed-ended company and thus unilateral redemption requests by the Shareholders will not be accepted by the Company.

10.2 The Company may redeem Ordinary Shares in order to distribute to the Shareholders upon the disposal of an Investment by the Company the net proceeds of such Investment and any such redemption will be considered a distribution in the context of the determination of the rights of the Shareholders pursuant to the distribution policy as more particularly described at Article 25. Ordinary Shares in a particular Class shall be redeemed on a pro rata basis from all existing Ordinary Shareholders holding that Class.

10.3 Ordinary Shares may also be redeemed compulsorily if the relevant shareholder ceases to be or is found not to be a Well-informed Investor and for this purpose the provisions of Article 9.4 shall apply save that the price of the Ordinary Shares to be redeemed shall (unless the relevant shareholder is also determined to be a Defaulting Shareholder under the provisions of Article 9.2 in which case Article 9.4 shall apply without the following modification) be determined by the General Partner based on the Net Asset Value of the relevant Ordinary Shares on the relevant redemption date and Article 9.4 shall be read accordingly.

10.4 The Company shall have the right, if the General Partner so determines, to satisfy in kind the payment of the redemption price to any Ordinary Shareholder by allocating to the Ordinary Shareholder investments from the portfolio of assets of the Company equal to the value of the Ordinary Shares to be redeemed. The nature and type of assets to be transferred in such case shall be determined on a fair and reasonable basis and without prejudicing the interests of the other Shareholders of the Company and the valuation used shall be confirmed by a special report of a Luxembourg independent auditor. The costs of any such transfers shall be borne by the transferee. Such satisfaction in kind shall, during the life of the Company, require the consent of the relevant Ordinary Shareholder but may be effected by the General Partner without such consent within the period of six months of the end of the life of the Company in order to complete the liquidation of the Company if the General Partner is of the view that a sale of such assets is not practicable or in the interests of Shareholders.

10.5 Subject to the provisions of this Article 10, the General Partner shall determine the terms and timing of any redemption in its sole and absolute discretion.

11. Admission of additional investors.

11.1 Admission of Subsequent Investors

(a) The General Partner may at one or more future Closings after the date of incorporation up to the date falling twelve months after the First Closing admit Subsequent Investors to the Company or permit existing Investors to increase their Commitments to the Company.

(b) Each such Subsequent Investor shall be required to execute a Subscription Agreement. Any existing Investor increasing its Commitment may, with the agreement of the General Partner, do so by way of amending the terms of its existing Subscription Agreement (but on the basis that all representations, warranties, confirmations and acknowledgements contained therein as at the Closing at which it was admitted are repeated on the date its Commitment is increased).

11.2 Adjustments on Subsequent Closings

(a) At each Subsequent Closing an amount will be drawn down from the Commitment of each Subsequent Investor equal to the aggregate of all amounts that would have been drawn down from that Subsequent Investor had all Investors (including Subsequent Investors) been admitted to the Company at the First Closing. For the avoidance of doubt such amounts shall also include amounts that would have been drawn down to fund the Organisational Expenses, the Acquisition Cost of Investments and the Management Fee but shall exclude amounts drawn down to fund the Acquisition Cost of any Distributed Investments.

(b) At a Subsequent Closing each Subsequent Investor will pay a premium (the "Reallocation Premium") which is in addition to and not part of that Subsequent Investor's Commitment and which is equal to the sum of:

(i) that Subsequent Investor's Reallocation Proportion of the amount of the accrued interest in cash and in kind arising in respect of Investments since their acquisition and held by the Company (or an investing vehicle owned by the Company); plus

(ii) an amount equal to interest calculated at an annual rate of 7 (seven) per cent. as at the date of such Subsequent Closing on the amount of Commitment that would have been drawn down from that Subsequent Investor on the basis referred to in paragraph (a) above in respect of Organisational Expenses and other expenses of the Company and the Management Fee from the dates such drawings would have taken place up to the date of such Subsequent Closing; less

(iii) that Subsequent Investor's Reallocation Proportion of the amount of any distributions (other than in respect of any Distributed Investment) made to Investors prior to the Subsequent Closing.

(c) The amount of a Subsequent Investor's Commitment drawn down at its Subsequent Closing, and the Reallocation Premium calculated thereon will be paid to the existing Investors in proportion to the Commitments drawn down from them prior to that Subsequent Closing (other than Commitments drawn down to fund any Distributed Investment) or may, at the discretion of the General Partner, be retained within the Company for a period of up to 90 days to be offset against future draw downs from such Investors. Amounts repaid to existing Investors (other than Reallocation Premium), or retained within the Company pursuant to the foregoing, shall be added to and form part of their Undrawn Commitment.

(d) For the avoidance of doubt, the provisions of this Article 11.2 will also be applied to an Investor which increases its Commitment at a Subsequent Closing, such provisions applying to the amount by which such Commitment is increased, as though it were the Commitment of a Subsequent Investor.

12. Transfer of shares.

12.1 Transfers of Ordinary Shares are subject to the prior written consent of the General Partner, not to be unreasonably withheld or delayed. Without limitation to the generality of the foregoing, the General Partner will be entitled to withhold its consent to a proposed transfer (i) if the General Partner considers that the transfer would violate any applicable law, regulation or any term of the Articles; or (ii) if the General Partner considers the transferee is not a Well-Informed Investor.

12.2 No transfer of Ordinary Shares will become effective unless and until the transferee agrees in writing to fully and completely assume any outstanding obligations of the transferor in relation to the transferred Ordinary Shares (and the related Undrawn Commitment) under the relevant Subscription Agreement of the transferor (by the transferee entering into a new Subscription Agreement) and agrees in writing to be bound by the terms of the Articles, whereupon the transferor shall be released from (and shall bear no further liability for) such liabilities and obligations.

12.3 Once the transferor has transferred its Ordinary Shares, such transferor shall have no further liability of any nature in respect of the Company in relation to the Ordinary Shares and Undrawn Commitments it has transferred.

12.4 Any transfer of registered Ordinary Shares shall be made by a written declaration of transfer to be inscribed in the Register, dated and signed by the transferor and transferee, or by persons holding suitable powers of attorney to act on their behalf, and in accordance with the rules on the assignment of claims laid down in Article 1690 of the Civil Code. The Company may accept and enter in the register of Shareholders a transfer on the basis of correspondence or other documents recording the agreement between the transferor and the transferee.

12.5 The Management Share is exclusively and mandatorily transferable to the New General Partner upon removal of the existing General Partner as Article 19.

13. Management - Representation.

13.1 Management

(a) The Company shall be managed by the General Partner in accordance with these Articles, the Prospectus and any requirements of mandatory law. Unless otherwise provided by mandatory law or by these Articles, the General Partner shall have the broadest powers to perform all acts of administration and disposition of the Company provided that the authority of the General Partner shall be limited to the Company's assets.

(b) The Ordinary Shareholders may not participate or interfere in the management of the Company.

(c) The General Partner shall be entitled to receive the Management Fee out of the assets of the Company (and to issue Drawdown Notices in respect thereof), payable within 10 Business Days of the close of each Quarter. The Management Fee in respect of a Quarter shall be reduced by the amount (if any) of fees received by the Investment Adviser and Sub-Manager from any subsidiary of the Company to which the Investment Adviser and Sub-Manager provides services pursuant to the Investment Advisory and Sub-Management Agreement.

(d) If the Sponsor Group (or any of its directors or employees) shall receive fees from an Investee Company by reference to the Company's Investment in that Investee Company, the General Partner shall procure that the amount of any such fees (net of tax suffered or to be suffered thereon) shall be either (i) paid to the Company by the end of the Quarter in which such fees are received or (ii) deducted from the Management Fee payable in respect of the Quarter in which such fees were received. For the avoidance of doubt this shall not include fees received by the Investment Adviser and Sub-Manager from any subsidiary of the Company as referred to in the last sentence of Article 13.1(c).

(e) All powers not expressly reserved by mandatory law or by these Articles to the general meeting of the Shareholders shall be exercised by the General Partner.

(f) The General Partner shall have the power to cause the Company to enter into a Bridge Facility, but shall not otherwise cause the Company to borrow.

(g) Subject always to the restrictions contained in these Articles and mandatory law, the General Partner shall have, in particular, the broadest powers to implement the investment strategy, as well as the course of conduct of the management and business affairs of the Company and to manage the Investments for the account of the Company with a view to achieving the investment strategy contained in the Prospectus provided always that the investments of the Company shall be restricted as described in these Articles. For the avoidance of doubt during the Investment Period the proceeds from realisations of Investments may be reinvested in new Investments and, following the Investment Period, Article 13.2 (e) shall apply.

(h) The authority of the General Partner shall terminate automatically (in favour of the New General Partner) upon its removal from the Company pursuant to Article 19.

(i) Any change in the management or replacement of the General Partner is subject to the agreement of the CSSF.

13.2 Restrictions

The Company shall not (directly or through an investing vehicle):

(a) make any Investment in an Investee Company where the aggregate Commitments invested by the Company in that Investee Company (and unrealised) shall, as a result, exceed 5 per cent. of Commitments;

(b) make any Investment in an Investee Company in a sector where the aggregate Commitments invested by the Fund in that sector (and unrealised) shall, as a result, exceed 15 per cent. of Commitments (and the General Partner shall determine what constitutes a sector for this purpose);

(c) invest more than 10% of Commitments in second secured debt (including mezzanine and second lien loans);

(d) invest in any pooled investment funds requiring the payment of a "carried interest", management fee or comparable priority profit share; and

(e) following the end of the Investment Period, invest in new Investments other than:

(i) Investments to which the Company (or an investing vehicle of the Company) was contractually committed (whether conditionally or otherwise) or which were in the course of negotiation or for which exclusivity had been granted during the Investment Period; or

(ii) Investments that are funded out of the proceeds from the realisation of an Investment, up to an amount equal to the Acquisition Cost of that realised Investment, if the realisation was as a result of (in the General Partner's reasonable opinion) a credit deterioration of that Investment and the effect of the new Investment enhances the credit quality of the portfolio of Investments and does not increase (as reasonably determined by the General Partner) the weighted average maturity of the portfolio of Investments.

14. Representation.

14.1 The General Partner shall have complete discretion and full power, authority and right to represent and bind the Company.

14.2 The Company shall be bound towards third parties by the signature of the General Partner or by the individual or joint signatures of any other persons to whom authority shall have been delegated by the General Partner as the General Partner shall determine in its discretion.

15. Delegation.

15.1 The General Partner may, from time to time and provided that it remains ultimately responsible (but subject to Article 26), appoint such officers or agents of the Company which it reasonably considers necessary for the operation and management of the Company, provided however that the Ordinary Shareholders may not act on behalf of the Company without risking their limited liability status.

15.2 The General Partner may, from time to time and always subject that it remains ultimately responsible (but subject to Article 26), delegate its power to perform specific tasks to one or more ad hoc agent(s). In particular, the General Partner may, from time to time, appoint one or more committees and delegate certain of its functions to such committees.

16. Investor committee.

16.1 The Company shall establish an "Investor Committee". Appointments to the Investor Committee shall be made by the General Partner. The General Partner shall convene meetings of the Investor Committee as it considers appropriate (or such meetings of the Investor Committee may be convened by any three members of the Investor Committee) to carry out the following tasks:

(i) to review any actual or potential conflicts of interest between members of the Sponsor Group and the Fund (as provided for by Articles 18.2 and 18.3(d)) that are referred to the Investor Committee by the General Partner;

(ii) to review with the General Partner the progress of the Company generally in achieving its investment objectives,

provided always that the function of the Investor Committee shall be to consult with the General Partner in relation to the above matters and the General Partner shall not be required to follow any advice or recommendation of the Investor Committee but shall exercise its powers as set out herein at its own discretion unless the approval or consent of the Investor Committee is required under these Articles, in which event the General Partner shall be without any authority to proceed in connection with such matter until such approval or consent has been obtained. For the avoidance of doubt no member of the Investor Committee shall have any authority to take part in the control or management of the business of the Company.

(b) The Investor Committee shall regulate its proceedings and meetings, as it considers fit including holding its meetings by telephone and permitting attendance at meetings by alternates or proxies, provided that:

(i) representatives of the General Partner and the Investment Adviser and Sub-Manager shall be entitled to attend and to address any meetings of the Investor Committee but any person representing the General Partner or the Investment Adviser and Sub-Manager shall not be entitled to vote on any resolution proposed at such meeting and may be excluded during discussions on any matter (including with the Auditors) or the taking of any vote; and

(ii) the quorum for meetings of the Investor Committee shall be a majority of its members.

(c) Decisions of the Investor Committee may either be in writing in the form of a written resolution (or counterparts thereof) signed by a majority of the members of the Investor Committee, or by way of a majority resolution of a majority of the members of the Investor Committee (or their alternates or proxies) present in person or by way of telephone at a duly convened meeting.

(d) No fees shall be paid by the Company to members of the Investor Committee.

17. Investment adviser and Sub-manager. The General Partner shall appoint the Investment Adviser and Sub-Manager on or before the First Closing to provide advisory services on and subject to the terms of an Investment Advisory and Sub-Management Agreement. The General Partner shall be entitled, from time to time, to appoint a member of the Sponsor Group to act as a replacement Investment Adviser and Sub-Manager and enter into an investment advisory and sub¬management agreement with such entity in substantially similar terms to the Investment Advisory and Sub-Management Agreement entered into on or before the First Closing. The removal of the General Partner as general partner pursuant to Article 19 shall also cause the termination of then current Investment Advisory and Sub-Management Agreement.

18. Investment allocations and Conflict of interest.

18.1 During the Investment Period, the General Partner shall procure that the Company shall have the opportunity to participate in investment opportunities available to the Investment Adviser and Sub-Manager or the General Partner which meet the Company's investment purpose in a proportion determined in accordance with the policy referred to in the Prospectus. For the avoidance of doubt:

(a) the decision whether or not to proceed with an investment opportunity available to the Fund shall be made by the General Partner in its discretion; and

(b) other funds managed or advised by the Sponsor Group and or the Sponsor Group itself may, in accordance with the aforementioned policy, invest alongside the Company in Investee Companies whether in the same class of investment or in different classes of investment (subject to Article 18.2).

18.2 The Sponsor Group has conflict management procedures to manage conflicts of interest between the Sponsor Group (including other clients of the Sponsor Group) and the Company and where any conflict cannot be resolved in accordance with such procedures, the General Partner shall not proceed in connection with the matter giving rise to the conflict without the approval of the Investor Committee.

18.3 No member of the Sponsor Group, or any funds or entities managed or advised by any of them, may engage in other transactions with the Company except for:

(a) transactions which are expressly contemplated or approved by these Articles or the Prospectus; or

(b) transfers to the Company of Investments made by the Sponsor Group during the period to the final Closing, such transfers being effected at a price no greater than the acquisition cost to the Sponsor Group of the relevant Investment together with any expenses associated with such acquisition paid by the Sponsor Group; or

(c) transfers to the Company of Investments made by funds or entities managed or advised by the Sponsor Group and transfers of Investments from the Company to funds or entities managed or advised by the Sponsor Group, provided in each case such transfers are effected on terms no less favourable than arm's length terms; or

(d) otherwise as may be approved by the Investor Committee.

18.4 Each Investor waives any claim that they might otherwise have against any member of the Sponsor Group in relation to any conflicts resolved or otherwise managed in accordance with the foregoing provisions.

18.5 Any Investor who has nominated a member of the Investor Committee but which has an interest which may conflict with that of the Company in respect of any matter required to be dealt with by the Investor Committee shall declare the nature of that interest to the Investor Committee and abstain from voting on the matter. Subject to that such Investors shall be entitled to take into account their own interests when exercising their votes on the Investor Committee.

18.6 Subject always to the restrictions contained herein no transaction or other business between the Company and any other company or entity shall be affected or invalidated by the fact that any member of the Sponsor Group (or any shareholder, affiliate, employee or officer of a member of the Sponsor Group) or any of the Shareholders is interested in, or is a partner, shareholder, member, director, officer or employee of such other company or entity.

19. Removal of the general partner.

19.1 By a resolution passed at a general meeting of Class A Ordinary Shareholders (other than those who are members of the Sponsor Group) holding either:

(a) a majority of the Commitments (disregarding Commitments held by the Sponsor Group) if a Cause Event has occurred; or

(b) if a Cause Event has not occurred and the resolution is passed on a date falling on or later than the second anniversary of the First Closing, at least 75% of the Commitments (disregarding Commitments held by the Sponsor Group),

may remove the existing General Partner ("Original General Partner") and substitute (subject to the approval of the CSSF) a person specified in the aforementioned resolution (the "New General Partner") as successor general partner of the Company in place of the Original General Partner such substitution to take effect on the date specified in the resolution (the "Removal Date") (which shall, in the case of (b), be a date not earlier than 90 days after the date the resolution is passed).

19.2 Following its removal pursuant to Article 19.1, the Original General Partner shall:

(a) retain the right to receive all amounts accrued to it hereunder as at the Removal Date including for the avoidance of doubt any accrued drawings on account of its Management Fee and the right to receive or have reimbursed to it any expenses in accordance with the terms of these Articles (such amounts to be paid to the Original General Partner within 30 days of the Removal Date);

(b) be entitled, if no Cause Event had occurred, to receive an additional fee equal to 18 (eighteen) months Management Fee calculated at the rate applying as at the date of the resolution to remove the Original General Partner;

(c) continue to be entitled, along with other Indemnified Parties, to the benefit of the provisions regarding the exclusion of liability and indemnification set out in Article 26 and the New General Partner shall exercise to the fullest extent its rights as general partner in order to fulfil the Original General Partner's, and other Indemnified Parties', rights thereunder;

(d) retain its Class B Ordinary Shares, provided that if the removal was in the circumstances of Article 19.1(a) the entitlements of such Class B Ordinary Shares in respect of future allocations and distributions pursuant to Article 25.1 shall be reduced by 50% and Article 25.1 and 25.4 shall be read accordingly and, further, if the removal pursuant to Article 19.1(a) was at a time when the Investment Period had not expired, Article 19.3 shall apply; and

(e) procure that all Management Shares held by it at the time it is removed from office are forthwith transferred to the New General Partner, and shall effect all acts and sign all contracts and deeds and in general do all things that may be reasonably necessary to implement such transfer.

19.3 If the removal of the Original General Partner has been effected pursuant to Article 19.1(a) at a time when the Investment Period had not expired, the rights of the Class B Ordinary Shares held by the Original General Partner (or its transferee) shall (in addition to the variation referred to at Article 19.2(d)) be varied so that for the purposes of Article 25.1 the entitlements of such Class B Ordinary Shares shall be determined based on calculations that (for the purposes only of calculating the entitlements of the Class B Ordinary Shares) exclude the effect of any new Investments made and funded out of Capital Calls after the Removal Date and during the remainder of the Investment Period (or as permitted pursuant to Article 13.2(e)(i)) except there shall not be so excluded Investments to which the Company (or an investing vehicle) was contractually committed (whether conditionally or otherwise) or which were in the course of negotiation or for which exclusivity had been granted prior to the Removal Date.

19.4 Following and with effect from the Removal Date, the New General Partner shall assume all of the Original General Partner's obligations to the Company and the Ordinary Shareholders and the New General Partner shall procure that the Company shall:

(i) cease to use the name "Oberon";

(ii) cease to use any printed materials referring to "Oberon" or any member of the Sponsor Group; and

(iii) cease to do anything which would suggest a continuing association with the Sponsor Group.

(b) Following a Removal Date, for the avoidance of doubt and without prejudice to Article 21.8, no amendment to the terms of these Articles that adversely affects the Original General Partner's rights or interests (or the rights and interests of the Sponsor Group or any person connected with the Sponsor Group under Article 26) may be made on or after the Removal Date without the written consent of the Original General Partner.

19.5 Following and with effect from the Removal Date, any holder of Class A Ordinary Shares who is a member of the Sponsor Group shall be deemed to have reduced its Undrawn Commitment to zero except if, at its election in its discretion, it gives written notice to the Company that its Undrawn Commitment shall not be reduced pursuant to this Article 19.5.

19.6 For the purposes of this Article 19, "Cause Event" shall mean one of the following:

(a) an event occurring in relation to the General Partner as referred to at Article 28.1(b);

(b) the General Partner having breached the terms of these Articles or the Investment Adviser and Sub-Manager having breached the terms of the Investment Advisory and Sub-Management Agreement, if (i) such breach materially and adversely affects the Company and (ii) such breach is not remedied within 30 days after such breach has come to the attention of the General Partner or the Investment Adviser and Sub-Manager;

(c) the gross negligence, wilful illegal act or wilful default of the General Partner in connection with the operation of the Company or the Investment Adviser and Sub-Manager in connection with its services under the Investment Advisory and Sub¬Management Agreement, the effect of which is a material and adverse effect on the Company;

(d) the fraud of the General Partner in connection with the operation of the Company or the Investment Adviser and Sub-Manager in connection with its services under the Investment Advisory and Sub-Management Agreement; or

(e) an injunction, or determination by a relevant securities authority against the General Partner or the Investment Adviser and Sub-Manager which materially and adversely affects either the General Partner's ability to carry out its duties under these Articles or the Investment Adviser and Sub-Manager's ability to carry out its duties under the Investment Advisory and Sub-Management Agreement (provided that a preliminary injunction or determination that is lifted within 60 days shall not be deemed a Cause Event).

provided that:

(A) written notice shall have been given by Investors representing a majority of Commitments (excluding those Commitments of the Sponsor Group) to the General Partner and/or the Investment Adviser and Sub-Manager specifying that a Cause Event has occurred; and

(B) if the General Partner or the Investment Adviser and Sub-Manager disputes that a Cause Event has occurred, such dispute being notified to Investors within 20 Business Days of receiving notice under (A) above, an Expert shall be appointed to determine whether a Cause Event has occurred. In making such determination the Expert shall act as an expert and not as an arbitrator and his decision shall be final and binding.

The costs and expenses of the Expert shall be borne by the Company unless he directs otherwise and, if the Expert determines no Cause Event has occurred, the General Partner and the Investment Adviser and Sub-Manager shall also be entitled to be indemnified out of the assets of the Company for all costs and expenses incurred by them in countering the notice and making representations to the Expert that a Cause Event had not occurred.

20. Shareholders.

20.1 Liability of the Shareholders

(a) The Ordinary Shareholders shall only be liable up to the amount of their respective Commitments or, if they have not made a Commitment, up to the amount contributed by them to the Company.

(b) The General Partner shall have unlimited and joint liability for the debts, liabilities and obligations of the Company.

21. General meetings of the shareholders.

21.1 The general meeting of Shareholders shall represent all the Shareholders of the Company. Subject to express provisions in these Articles, it shall have the broadest powers to order, carry out or ratify acts relating to the operations of the Company, provided that any resolution of the general meeting of Shareholders amending the Articles or creating rights or obligations vis-à-vis third parties must be approved by the General Partner.

21.2 The annual general meeting of Shareholders shall be held in Luxembourg, either at the Company's registered office or at any other location in Luxembourg, to be specified in the notice of the meeting, at 9 a.m. (Luxembourg time) on the third Thursday of September of each year. If this day is not a Business Day, the annual general meeting shall be held on the next Business Day.

21.3 Other general meetings of Shareholders may be held at the place and on the date specified in the notice of meeting.

21.4 General meetings of Shareholders shall be convened by the General Partner pursuant to a notice setting forth the agenda and sent by registered letter at least 10 Business Days prior to the meeting to each registered shareholder at the Shareholder's address recorded in the register of Shareholders. The giving of such notice to registered Shareholders need not be justified to the meeting. The General Partner shall be obliged to convene a general meeting so that it is held within a period of one month if Shareholders representing 10% of the capital of the Company require so in writing with an indication of the agenda.

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

21.6 Each Ordinary Share, whatever its value, shall provide entitlement to one vote. Fractions of Shares do not give their holders any voting right.

21.7 Unless otherwise provided for 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.

21.8 In accordance with article 68 of the 1915 Law of any resolution of the general meeting of Shareholders of the Company affecting the rights of the holders of shares of any Class or type vis-à-vis the rights of the holders of shares of any other Class or Classes, type or types shall be subject to a resolution of the general meeting of Shareholders of such Class or Classes, type or types. 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, type or types concerned.

22. Representation at general meetings of the shareholders.

22.1 Any Shareholder may be represented at a meeting of the Shareholders by another person (who does not need to be a Shareholder) appointed as its proxy in writing (provided that facsimile or e-mail shall be sufficient).

22.2 The General Partner may permit any Shareholder to participate in any meeting of Shareholders via telephone or video conference or by any other similar means of communication allowing all the persons taking part in the meeting to identify, hear and speak to each other. The participation in a meeting as set out in the previous sentence shall be deemed a participation in person at such meeting.

23. Voting and Quorum.

23.1 Except as otherwise required by the 1915 Law or provided for in these Articles, resolutions at a meeting of the Shareholders duly convened shall be adopted by a simple majority (i.e. more than 50%) of the votes present or represented and cast, regardless of the proportion of the Share Capital represented at such meeting.

23.2 Each Shareholder may also vote by way of voting forms provided by the Company. These voting forms shall contain the date and place of the meeting, the agenda of the meeting, the text of the proposed resolutions as well as for each proposed resolution, three boxes allowing the respective Shareholder to vote in favour, against or abstain from voting on the proposed resolution. The voting forms shall be sent by the Shareholders by either mail, facsimile, courier or e-mail to the registered office of the Company. The Company shall only accept the voting forms which are received prior to the time of the meeting specified in the convening notice. Voting forms which show neither a vote (in favour or against the proposed resolutions) nor an abstention shall be void.

23.3 A general meeting of the Shareholders convened to:

(a) amend any provisions of these Articles;

(b) extend the term of the Company; or

(c) voluntary dissolve the Company;

shall not be quorate unless at least 75% of the Ordinary Shares are represented and the agenda indicates the proposed amendments. If this quorum is not reached, a second meeting shall be convened with the same agenda, in the manner prescribed by the Articles. The second meeting shall be quorate regardless of the proportion of the Ordinary Shares represented at such meeting, if so stated in the notice for such subsequent meeting.

23.4 Decisions:

(a) to amend any provisions of these Articles;

(b) to extend the term of the Company; or

(c) to voluntary dissolve the Company;

shall require (i) a majority of 75% of the votes cast and (ii) the consent of the General Partner (except in the case of Article 23.4(c) if a Cause Event has occurred) and provided that no amendment to these Articles may change the Company's jurisdiction, without the unanimous consent of all Shareholders and the General Partner or increase any Shareholder's Commitment without the consent of that Shareholder and the General Partner.

24. Expenses.

24.1 Costs and Expenses

The Company shall be responsible for:

(a) all placement agents' fees incurred in the formation of the Company provided that the Management Fee shall be reduced by such fees;

(b) all costs and expenses incurred by members of the Sponsor Group or any placement agent (other than fees as referred to in (a) above) in connection with or related to the formation of the Company and its subsidiaries (including, but not limited to, travel, accommodation and printing expenses, and legal, statutory, regulatory and accounting fees) plus any value added tax where applicable (collectively "Organisational Expenses");

(c) all costs and expenses, direct or indirect, in relation to the business and operation of the Company (other than the overhead expenses of the General Partner, and the fees of the Investment Adviser and Sub-Manager pursuant to the Investment Advisory and Sub-Management Agreement). Expenses of the Company shall, without limitation, include the following:

(i) all costs and expenses incurred in relation to the calculation of Net Asset Value and the production and distribution of the reports and accounts and other information referred to in Article 27 including the fees of the Auditors in connection therewith;

(ii) all fees and expenses charged by any administrator appointed by the General Partner in respect of the Company, custodians, the Registrar and Transfer Agent, lawyers, accountants and other professional advisers appointed by the General Partner (or on its behalf) in relation to the operation and administration of the Company generally and its termination and winding-up and in relation to the formation, maintenance and winding up of any investment vehicles of the Company;

(iii) all legal, accounting, consultancy and other fees and expenses:

(A) relating to Investments, whether in respect of the selection, acquisition, holding or disposition thereof, to the extent that such fees and expenses are not borne by a third party, irrespective of whether or not such proposed Investments proceed; and

(B) relating to any Bridge Facility;

(iv) all stamp and other taxes and all fees or other charges levied by any governmental agency against the Company in connection with its Investments or otherwise (subject to Article 24.1(e));

(v) the reasonable costs and expenses of general meetings of the Company or in obtaining Investor consents as may be required pursuant to these Articles;

(vi) the costs of any appropriate liability insurance (including without limitation warranty and indemnity insurance) taken out in respect of the Company, and any directors and officers' liability insurance taken out in respect of any directors or officers of the General Partner or any directors or officers of any Investee Company nominated by or on behalf of the Company;

(vii) the costs and expenses incurred in connection with any litigation, arbitration, investigation and other proceedings in connection with the Company or its Investments;

(viii) all operational, statutory and regulatory costs and expenses directly related to the Company.

(d) To the extent that the any of the fees, costs and expenses that are the responsibility of the Company have been borne by the General Partner or any member of the Sponsor Group or any other person, they shall be entitled to be reimbursed by the Company.

(e) All externally imposed costs, fees or charges (including stamp duty and stamp duty reserve tax) associated with the distribution of Investments in specie to a Shareholder shall be borne by such Shareholder.

25. Allocations and Distributions.

25.1 After deducting or providing for such liabilities of the Company as the General Partner may determine, including the Management Fee, distributions shall be made as follows:

(a) to each holder of a Class A Ordinary Share until it has received an amount equal to the aggregate paid Capital Call in respect of such Share (and as between holders of Class A Ordinary Shares, pro rata to the number of such Shares held by them);

(b) to each holder of a Class A Ordinary Share until it has received an amount equal to the Hurdle Rate on that Class A Ordinary Share (and as between holders of Class A Ordinary Shares, pro rata to the number of such Shares held by them);

(c) thereafter as to:

(i) 85 per cent to the holders of Class A Ordinary Shares (and as between holders of Class A Ordinary Shares, pro rata to the number of such Shares held by them); and

(ii) 15 per cent to the holders of Class B Ordinary Shares (and as between holders of Class B Ordinary Shares, pro rata to the number of such Shares held by them).

25.2 The General Partner shall be authorised to make interim distributions subject to the applicable law.

25.3 No distributions will be made unless there is sufficient cash available, or if the Net Asset Value of the Company would as a consequence of the distribution fall below the legal minimum of €1,250,000 (as required by the SIF Law) or if the General Partner believes, in good faith, that the distribution would put the Company in a position where it is unable to meet any future obligations or contingencies.

25.4 If, immediately prior to the liquidation of the Company, distributions in respect of Class A Ordinary Shares shall not be sufficient (other than by reason of this Article 25.4) to deliver the amounts referred to at Articles 25.1(a) and 25.1 (b), the holders of Class B Ordinary Shares shall be required to recontribute to the Company in aggregate the lower of:

(a) such amount as would, if distributed to the holders of Class A Ordinary Shares, result in distributions in respect of Class A Ordinary Shares being sufficient to deliver the amounts referred to at Articles 25.1(a) and 25.1(b); and

(b) aggregate distributions paid to those holders in respect of their Class B Ordinary Shares, net of taxation suffered (or to be suffered) by such holders in respect of such distributions (or any person having an economic interest in such distributions);

and such recontribution shall be distributed to holders of Class A Ordinary Shares (and as between holders of Class A Ordinary Shares, pro rata to the number of such Shares held by them) until they have distributions in respect of their Class A Ordinary Shares sufficient to deliver the amounts referred to at Articles 25.1(a) and 25.1(b) or until the recontribution amount has been fully distributed. The recontribution obligation by holders of Class B Ordinary Shares as required pursuant to this Article 25.4 shall be shared as between such holders in the same proportion as the aggregate distributions received by those holders in respect of their Class B Ordinary Shares after taking account of taxation suffered (or to be suffered) by such holders in respect of such distributions (or any person having an economic interest in such distributions).

25.5 For the purposes of these Articles and in particular for the purpose of determining the amount of distributions received by a Shareholder, each Shareholder shall be treated as having received an amount equal to:

(a) any tax deducted or withheld or required to be deducted or withheld from income and gains allocated to that relevant Shareholder; and

(b) all costs and expenses in relation to distributions together with any taxation payable by that Shareholder to the extent such costs, expenses or taxation are paid or payable by the Company or the General Partner on behalf of that Shareholder (without prejudice to any right of the Company or the General Partner to reclaim such amounts from the relevant Shareholder).

26. Limitation of liability and Indemnification.

26.1 Limitation on Liability

(a) None of the General Partner or any person who acts as a director or manager of the Company or a member of the Sponsor Group or their respective agents, officers, shareholders, directors, consultants and employees or any member of the Investor Committee (each an "Indemnified Party"), shall to the maximum extent permitted by law be liable to the Company (or to any Shareholder) for any act or omission of the Indemnified Parties in connection with the conduct of the affairs of the Company or otherwise in connection with these Articles or the Subscription Agreements or the Investment Advisory and Sub-Management Agreement or the matters contemplated herein or in the Prospectus, unless it is determined by any court or governmental body of competent jurisdiction in a final judgment not subject to appeal that in the case of an Indemnified Party other than a member of the Investor Committee such act or omission resulted directly from the Indemnified Party's (i) fraud; (ii) illegal acts, unless there was no reasonable cause for the Indemnified Party to believe that its conduct was illegal; (iii) bad faith or wilful misconduct towards the Company; (iv) gross negligence except in the case of gross negligence towards a third party who is claiming against the Indemnified Person, if the Indemnified party was acting in good faith and in a manner reasonably believed to be in or not opposed to the best interests of the Company, or (v) material breach of these Articles or the Subscription Agreements or the Investment Advisory and Sub-Management Agreement and, in the case of an Indemnified Party who is or was a member of the Investor Committee, such act or omission resulted directly from the Indemnified Party's (i) fraud; (ii) illegal acts, unless there was no reasonable cause for the Indemnified Party to believe that its conduct was illegal; or (iii) wilful misconduct towards the Company. In addition, no Indemnified Party shall be liable to the Company (or to any Shareholder) for any mistake, negligence, dishonesty or bad faith of any broker, advisor or agent of the Company selected with reasonable care by the General Partner or that Indemnified Party.

(b) To the extent that, at law or in equity or otherwise, the General Partner has duties (including fiduciary duties) and liabilities relating to the Company, it shall not be liable to the Fund for its good faith reliance on the provisions of these Articles or the Subscription Agreements. Accordingly the provisions of these Articles or the Subscription Agreements, to the extent that they restrict the duties and liabilities of the General Partner that would otherwise exist at law or in equity, are agreed by to be so modified (so far as permitted by law).

26.2 Indemnification

(a) To the fullest extent permitted by law, the Company shall indemnify and hold harmless each of the Indemnified Parties from and against any and all claims, liabilities, damages, losses, costs and expenses (including amounts paid in satisfaction of judgments, in compromises and settlements, as fines and penalties and legal or other costs and expenses of investigating or defending against any claim or alleged claim) of any nature whatsoever, known or unknown, liquidated or unliquidated (collectively "Losses"), that are incurred by any Indemnified Party and arise out of or are related to the affairs or activities of the Company including acting as a director of the Investee Company, or a special purpose vehicle of the Company, or the performance by such Indemnified Party of any of their responsibilities hereunder or under the Investment Advisory and Sub-Management Agreement or otherwise in connection with the matters contemplated herein or therein; provided that:

(i) an Indemnified Party (other than a member of the Investor Committee) shall not be entitled to indemnification hereunder to the extent it is determined by any court or governmental body of competent jurisdiction in a final judgment not subject to appeal that such Losses resulted directly from the Indemnified Party's (i) fraud; (ii) illegal acts, unless there was no reasonable cause for the Indemnified Party to believe that its conduct was illegal; (iii) bad faith or wilful misconduct towards the Company; (iv) gross negligence except in the case of gross negligence towards a third party who is claiming against the Indemnified Person, if the Indemnified party was acting in good faith and in a manner reasonable believed to be in or not opposed to the best interests of the Company, or (v) material breach of these Articles or the Subscription Agreements or the Investment Advisory and Sub-Management Agreement;

(ii) an Indemnified Party who is or was a member of the Investor Committee shall not be entitled to indemnification hereunder to the extent it is determined by any court or governmental body of competent jurisdiction in a final judgment not subject to appeal that such Losses resulted directly from the Indemnified Party's (i) fraud; (ii) illegal acts, unless there was no reasonable cause for the Indemnified Party to believe that its conduct was illegal; (iii) wilful misconduct towards the Company.

(b) In addition to the foregoing each of the Indemnified Parties shall be indemnified against any tax liability (including interest and penalties thereon) in respect of tax on any profits allocated to any Investor, such indemnity to be satisfied in the first instance by the Investor concerned but if not so satisfied then where the relevant Indemnified Party is entitled to be indemnified by an Investor (other than the holder of Class B Ordinary Shares) pursuant to this clause 26.2(b), it shall be entitled to be indemnified by the Company in which event the Company shall be subrogated to the rights of the Indemnified Party against such Investor.

(c) Expenses reasonably incurred by an Indemnified Party in defence or settlement of any claim that may be subject to a right of indemnification hereunder shall be advanced by the Company prior to the final disposition thereof upon receipt of an undertaking by or on behalf of the Indemnified Party to repay such amount to the extent that it shall be determined ultimately that such Indemnified Party is not entitled to be indemnified hereunder.

(d) The right of any Indemnified Party to the indemnification provided herein shall be cumulative of, and in addition to, any and all rights to which such Indemnified Party may otherwise be entitled by contract or as a matter of law or equity and shall extend to such Indemnified Party's successors, assigns and legal representatives.

(e) Any Indemnified Party shall first seek to recover under any other indemnity or any insurance policies by which such Indemnified Party is indemnified or covered, as the case may be, but only to the extent that the indemnitor with respect to such indemnity or the insurer with respect to such insurance policy provides (or acknowledges its obligation to provide) such indemnity or coverage, as the case may be, on a timely basis. To the extent an Indemnified Party is indemnified pursuant to this clause 26.2 and subsequently recovers an amount in relation to the same matter from such indemnitor or insurer then such Indemnified Party shall account to the Company for the amount so recovered after deduction of all costs and expenses incurred in procuring recovery and all taxes thereon or, if less, the amount paid to the Indemnified Party by the Company pursuant to this clause 26.2.

(f) For the purposes of clause 26.1 and this clause 26.2, the Indemnified Parties may consult with legal counsel and accountants selected by them and any act or omission suffered or taken by the Indemnified Parties on behalf of the Company or in furtherance of the interest of the Company in good faith and in reasonable reliance upon and in accordance with the advice of such counsel or accountants shall be full justification for any such act or omission, and the Indemnified Parties shall be fully protected in so acting or omitting to act, provided such counsel or accountants were selected with reasonable care.

(g) The General Partner may enter into any agreement or instrument as it may determine for the purpose of conferring the benefit of the exclusions of liability and the indemnities set out in this clause 26.2 on any Indemnified Party.

(h) Notwithstanding anything to the contrary in this clause 26.2, no Indemnified Party shall be entitled to be indemnified hereunder in respect of any dispute arising solely between Indemnified Parties where none of the Company nor any Investor nor any member of the Investment Advisory Committee is involved in such dispute.

27. Valuation - Accounting.

27.1 Valuation

(a) The net asset value of the shares in each Class shall be determined at least on a quarterly basis and expressed in Euro. The General Partner shall decide the valuation days on which the assets of the Company shall be valued (each a

"Valuation Day") and the appropriate manner to communicate the net asset value per share, in accordance with the legislation in force. All valuations shall be made on the basis of the fair value. Such value shall be determined as follows:

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

(ii) the value of assets, which are listed or dealt in on any stock exchange or on any other regulated market (including units or shares of listed closed-ended undertakings for collective investments), is based on the last available price on the stock exchange or other regulated market which is normally the principal market for such assets;

(iii) if any assets are not listed or dealt in on any stock exchange or on any other regulated market, or if, with respect to assets listed or dealt in on any stock exchange or other regulated market as aforesaid, the price as determined pursuant to sub-paragraph (ii) is not representative of the fair market value of the relevant assets, the value of such assets will be based on the reasonably foreseeable sales price determined prudently and in good faith pursuant to the procedures established by the Board of Directors (with advice from the Investment Adviser and Sub-Manager);

(iv) the value of assets denominated in a currency other than Euro shall be determined by taking into account the rate of exchange prevailing at the time of the determination of the Net Asset Value; and

(v) liquid assets comprising cash, treasury bonds and regularly traded money market instruments will be valued at their market value with interest accrued.

The General Partner may apply other fair valuation principles for the assets of the Company to the extent that, in its reasonable discretion, this is justified by circumstances or market conditions subject to such other fair valuation principles being applied on a consistent basis.

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

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

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

(iii) all shares, stock, debentures, debenture stocks, subscription rights, warrants, options and other securities, financial instruments and similar assets owned or contracted for by the Company (provided that the Company may make adjustments with regards to fluctuations in the market value of securities caused by trading ex-dividends, ex-rights, or by similar practices);

(iv) all stock dividends, cash dividends and cash distributions received by the Company to the extent information thereon is reasonably available to the Company;

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

(vi) the liquidation value of all contracts and options the Company has an open position in;

(vii) the preliminary expenses of the Company insofar as the same have not been written off; and

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

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

(i) all loans, bills and accounts payable;

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

(iii) all accrued or payable expenses (including administrative expenses, custodian fees and any other agents' fees);

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

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

(vi) all other liabilities of the Company of whatsoever kind and nature assessed in accordance with Luxembourg generally accepted accounting principles. In determining the amount of such liabilities the Company shall take into account all expenses payable by the Company pursuant to these Articles.

The Company may accrue administrative and other expenses of a regular or recurring nature based on an estimated amount rateably for annual or other periods.

(d) The General Partner may suspend calculation of the Net Asset Value for:

(i) any period when, in the reasonable opinion of the General Partner, a fair valuation of the assets of the Company is not practicable for reasons beyond the control of the Company; or

(ii) any period when any of the principal stock exchanges on which investments of the Company are quoted are closed (otherwise than for ordinary holidays), or during which dealings thereon are restricted or suspended; or

(iii) the existence of any state of affairs which constitutes an emergency as a result of which valuation of assets owned by the Company would be impractical; or

(iv) any breakdown in, or restriction in the use of, the means of communication normally employed in determining the price or value of any of the Investments or the currency price or values on any such stock exchange.

The General Partner shall promptly notify all Shareholders of any suspension of the calculation of the Net Asset Value.

(e) All valuation regulations and determinations shall be interpreted and applied in accordance with Lux GAAP.

(f) Adequate provisions will be made for expenses incurred and due account will be taken of any off-balance sheet liabilities in accordance with fair and prudent criteria.

(g) For each Class, the net asset value per share shall be calculated in the relevant reference currency by attributing the net assets (which shall be equal to the assets minus the liabilities) to that Class in accordance with the entitlements under Article 25 and dividing by the number of shares issued and in circulation in such Class; assets and liabilities expressed in foreign currencies shall be converted into the relevant reference currency, based on the relevant exchange rates.

(h) In the absence of bad faith, gross negligence or manifest error, every decision in calculating the Net Asset Value taken by the General Partner or by any other entity which the General Partner may appoint for the purpose of calculating the Net Asset Value, shall be final and binding on the Company and on its present, past or future Shareholders, subject to the year-end audit by the auditor of the Company being a réviseur d'entreprises agréé.

27.2 Financial Year and Accounting

(a) The financial year begins on the first (1) of April and ends on the thirty-first (31) of March of each year provided that the first fiscal year of the Company commenced on the date of incorporation of the Company and shall terminate on 31 March 2013.

(b) Within the time periods required by law, the financial statements of the Company shall be prepared and audited in accordance with the provisions of Lux GAAP, the 1915 Law and the SIF Law.

(c) Each Investor shall receive:

(i) within 60 days of the end of each Quarter (other than the Quarter ending on the financial year end in which (ii) below shall apply) an unaudited report comprising a statement of the Investments and other Company assets including descriptive details of the Investments purchased, sold and otherwise disposed of during the relevant period and the cost of each Investment forming part of the Company's assets and the valuation thereof as at the end of such period and an unaudited balance sheet, profit and loss account and cash flow statement for the Company;

(ii) within 90 days (subject to such period being extended as a result of events outside the control of the General Partner) of end of the financial year, the audited financial statements of the Company.

27.3 Réviseurs d'entreprises

(a) The operations of the Company shall be supervised by one approved statutory auditor (réviseur d'entreprise agréé) who shall satisfy the requirements of Luxembourg law as to professional experience and who shall carry out the duties prescribed by the SIF Law.

(b) The auditor (the "Auditor") shall be appointed by resolution of the general meeting of Shareholders and continue to carry out its duties until its successor is appointed.

28. Term - Dissolution - Liquidation.

28.1 Term of the Company

(a) The Company may be dissolved at any time, upon proposition by the General Partner, by a resolution of the general meeting of the Shareholders pursuant to Art. 23.3 and 23.4.

(b) Notwithstanding any other provisions of these Articles, and subject to the 90 days waiting period referred to below, the Company shall dissolve upon the occurrence of the insolvency, dissolution or liquidation of the General Partner, provided that the Company shall not so terminate if, within 90 days after such an event, Shareholders elect to continue the business of the Company by appointing a successor general partner in accordance with Article 19.1(a).

28.2 Liquidation

(a) The liquidation of the Company shall be carried out by the General Partner (subject to the approval of the CSSF), except in the circumstances referred to at Article 28.1(b) where a successor general partner has not been appointed, in which case the liquidation shall be carried out by one or several liquidators, who may be physical persons or legal entities, approved by the CSSF and appointed by the general meeting of shareholders which shall determine their powers and their compensation.

(b) The 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.

(c) 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 Luxembourg.

29. Miscellaneous.

29.1 Governing Law

In respect of all matters not governed by these Articles the parties shall refer to the provisions of the 1915 Law and the relevant law and regulations applicable to Luxembourg undertakings for collective investment, notably the SIF Law.

30. Definitions. In these Articles, the following terms shall have the following meaning unless the context requires otherwise:

"1915 Law"	has the meaning given in Art. 1.1;
"Acquisition Cost"	means the acquisition cost of an Investment together with any expenses associated with such acquisition paid by the Company (or by an investing vehicle of the Company);
"Affiliate"	in relation to any undertaking ("U"), a parent undertaking of U, a subsidiary undertaking of U, a subsidiary undertaking of a parent undertaking of U or a parent undertaking of a subsidiary undertaking of U OR in relation to any body corporate ("C"), a holding company of C, a subsidiary of C, a subsidiary of a holding company of C or a holding company of a subsidiary of C, provided however that an Investee Company shall not be deemed to be an Affiliate of the General Partner by reason only of an investment by the Company in such Investee Company;
"Articles"	has the meaning given in Art. 1.1;
"Auditor"	means the auditor to the Company from time to time as described at Art. 27.3;
"Bridge Facility"	means any short term bridging facility of not more than 90 days entered into in order to: (a) provide funds prior to a Capital Call; (b) fund any shortfall occasioned by the default of an Investor to meet a Capital Call; (c) investing or otherwise utilising an amount equal to the proceeds of a realised Investment for the period pending settlement of those proceeds;
"Business Day"	a day (not being a Saturday or Sunday or a public holiday) on which banks are generally open for non-automated business in Luxembourg;
"Capital Call"	has the meaning given in Art. 6.5;
"Cause Event"	has the meaning given in Art. 19.6;
"Class(es)"	has the meaning given in Art. 5.4;
"Class A Ordinary Shares"	has the meaning given in Art. 5.2(b);
"Class B Ordinary Shares"	has the meaning given in Art. 5.2(c);
"Closing"	means an occasion when the General Partner accepts a Commitment pursuant to a Subscription Agreement pursuant to which, upon the first Capital Call thereunder, a new holder of Class A Ordinary Shares will be admitted and/or an existing holder of Class A Ordinary Shares increases its Commitment;
"Commitments"	has the meaning given in Art. 6.4;
"Company"	has the meaning given in Art. 1.1;
"CSSF"	shall mean the Luxembourg financial supervisory authority (commission de surveillance du secteur financier);
"Default Interest"	has the meaning given in Art. 9.1;
"Defaulted Redeemable Shares"	has the meaning given in Art. 9.4;
"Default Redemption Price"	has the meaning given in Art. 9.4;
"Defaulting Shareholder"	has the meaning given in Art. 9.2;
"Defaulted Shares"	has the meaning given in Art. 9.3;
"Distributed Investments"	means, in relation to a Subsequent Closing, any Investment (or part thereof) realised and distributed prior to that Subsequent Closing provided that, for the avoidance of doubt, an Investment shall not be treated as having been realised in part as a result of the receipt of any dividend or interest (whether in cash, payment in kind or otherwise) nor any amounts received arising out of any recapitalisation or refinancing or other similar event if that event is not considered to be a realisation as determined by the General Partner acting reasonably;
"Drawdown Notice"	has the meaning given in Art. 6.5;
"Expert"	means an independent expert approved by the General Partner and an Investor Consent or, failing such approval within 7 days of the service of a notice pursuant to Article 19.6(e)(A), an independent expert appointed for the time being by the President of the Luxembourg District Court on the application of the General Partner;
"First Closing"	shall mean the first Closing after incorporation;
"General Partner"	shall mean Oberon GP S.àr.l., or any replacement as the managing general partner (associé gérant commandité) of the Company from time to time;

"Hurdle Rate"	means, in relation to an Investor, that amount which in addition to repayment of that Investor's Capital Calls, is required to deliver to that Investor an IRR of seven (7) per cent on the following cashflows: (a) all Capital Calls made by that Investor; and (b) all distributions previously and concurrently made to that Investor pursuant to Arts 25.1(a), 25.1(b) and 25.1(c)(i), including amounts deemed to be included in such distributions pursuant to Art. 25.5, provided that: (i) there shall be excluded from (a) above any Capital Calls which are repaid or retained pursuant to Art. 11.2(c) such that such repayment or retention forms part of the Investor's Undrawn Commitment in accordance with that Article; (ii) where the Investor is a Subsequent Investor, that Investor shall be deemed to have made such Capital Calls and received such distributions (other than in respect of any Distributed Investment at the time of its Subsequent Closing) at such times as it would have if it and all other Investors had been admitted to the Company at the first Closing.
"Incentive Return"	shall mean the entitlement of holders of Class B Ordinary Shares under Art. 25.1(c)(ii);
"Indemnified Party"	has the meaning given in Art. 26.1;
"Investee Company"	means the bodies corporate or other entities in which Investments have been (or, if the context requires, are proposed to be) made by the Company or any investing vehicle established by the Company (and bodies corporate or other entities which are Affiliates of each other shall be treated as a single Investee Company);
"Investment"	means each investment acquired or proposed to be acquired, directly or indirectly, by the Company including but not limited to senior loans, mezzanine loans, high yield securities and other investments with a risk profile similar to that of loan capital together with warrants, equity or other forms of equity participation in any body corporate or other entity and any undertaking or contractual commitment by the Company to make the same;
"Investment Adviser and Sub-Manager"	shall mean such investment adviser appointed by the General Partner from time to time in accordance with Article 17, the first such investment adviser to be appointed on or before the First Closing being N M Rothschild & Sons Limited;
"Investment Advisory and Sub-Management Agreement"	shall mean such investment advisory and sub¬management agreement as may be agreed between the General Partner and the Investment Adviser and Sub-Manager appointed at First Closing and, thereafter, such further investment advisory and sub-management agreement as may be entered into from time to time in accordance with Article 17;
"Investment Period"	shall mean the period commencing on the date of the First Closing and terminating on the earliest of the following events: (a) the second anniversary of the First Closing; (b) the good faith determination of the General Partner that changes in applicable laws or regulations or business conditions makes termination of the Investment Period necessary or advisable in the interests of the Investors; and (c) the termination of the Investment Period by a decision of the General Partner with the approval of an Investor Consent;
"Investor"	means a holder of Class A Ordinary Shares or, prior to its first issue of Class A Ordinary Shares, a person whose Subscription Agreement has been accepted by the General Partner;
"Investor Committee"	has the meaning given in Art. 16.1;
"Investor Consent"	means the consent in writing of holders of at least a majority of Commitments;
"Lux GAAP"	shall mean Luxembourg Generally Accepted Accounting Principles;
"Management Fee"	shall mean an amount payable in arrears calculated at the close of each Quarter at an annual rate of 0.5 per cent. of: (a) aggregate Capital Calls on Class A Ordinary Shares as at the close of that Quarter; minus (b) an amount equal to the Acquisition Cost of Investments (or part thereof) which have either been realised and the proceeds thereof distributed back to Investors pursuant to Article 25.1 or have been fully and permanently written off as at the close of that Quarter; minus any amount to be deducted pursuant to Article 13.1(c).

"Management Share"	has the meaning given in Art. 5.1(b);
"Net Asset Value"	shall mean the value of the assets less the value of the liabilities applicable to a particular class or type or Class of shares which shall be determined according to the provisions in Articles 27.1(a) to 27.1(h);
"New General Partner"	has the meaning given at Art. 19.1;
"Ordinary Shares"	has the meaning given in Art. 5.1(b);
"Ordinary Shareholders"	shall mean the limited shareholders who hold Ordinary Shares;
"Organisational Expenses"	has the meaning given in Art. 24.1(b);
"Prospectus"	shall mean the prospectus of the Company as approved by the CSSF as same may be amended from time to time;
"Purchaser"	has the meaning given in Art. 9.4;
"Quarter"	shall mean each three month period ending 31 March; 30 June, 30 September and 31 December save in respect of the first Quarter which shall be the period from the date of the First Closing to 31 December 2012 and the last Quarter which shall expire on the date of termination of the Company;
"Reallocation Premium"	has the meaning given at 11.2(b);
"Reallocation Proportion"	means, in respect of each Investor immediately following a Subsequent Closing, that Investor's share of the assets and liabilities of the Company as it would have been had all Investors (including Subsequent Investors) been admitted to the Company at the First Closing;
"Redemption Notice"	has the meaning given in Art. 9.4;
"Register"	has the meaning given in Art. 7.2;
"Registrar and Transfer Agent"	has the meaning given in Art. 7.2;
"Removal Date"	has the meaning given at Art. 19.1;
"Shares"	the meaning given in Art. 5.2;
"Share Capital"	the meaning given in Art. 5.1(a);
"Shareholders"	shall mean the General Partner and the Ordinary Shareholders;
"SIF Law"	shall mean the Luxembourg Law of 13 February 2007 on Specialised Investment Funds, as amended;
"Sponsor Group"	means Oberon GP Sàrl, N M Rothschild & Sons Limited and their Affiliates;
"Subscription Agreement"	has the meaning given in Art. 6.2;
"Subsequent Closing"	shall mean any Closing after the First Closing;
"Subsequent Investor"	shall mean an Investor admitted as an Investor at a Subsequent Closing;
"Undrawn Commitment"	means, in respect of any Investor, the amount of its Commitment which at the relevant time has not yet been drawn down by way of Capital Call but is available to be drawn down pursuant to that Investor's Subscription Agreement;
"Well-Informed Investor"	has the meaning ascribed to it by the SIF Law, and includes: a) institutional investors; b) professional investors; and c) any other well-informed investor who fulfils the following conditions: (i) declares in writing that he adheres to the status of well-informed investor and invests a minimum of one hundred and twenty five thousand Euro (EUR 125,000.-) in the Company; or (ii) declares in writing that he adheres to the status of well-informed investor and provides an assessment made by a credit institution within the meaning of the Directive 2006/48/CE, by an investment firm within the meaning of the Directive 2004/39/CE or by a management company within the meaning of the Directive 2001/107/CE, certifying his expertise, his experience and his knowledge in adequately appraising an investment in the Company; and
"Valuation Day"	has the meaning given in Art. 27.1(a).

Varia

The parties refer to the existing regulations for all matters not mentioned in the present Articles.

Transitional provision

The first financial year shall begin on the date of the formation of the Company and shall end on the 31 st of March 2013.

Subscription

The Articles having thus been established, the appearing party declares to subscribe to the entire capital as follows:

Oberon GP S.á.R.L. prenamed	1 Management Share
Rothschild bank International Limited prenamed	3 Class A Ordinary Shares
N M Rothschild & Sons Ltd prenamed	55 Class B Ordinary Shares

The parts have been fully paid up by a contribution in cash of thirty five thousand five hundred and one euro (35,501.- EUR).

As a result, the amount of thirty five thousand five hundred and one euro (35,501.- EUR) is as of now at the disposal of the Company as has been certified to the notary executing this deed.

Expenses

The expenses, costs, remunerations or charges in any form whatsoever, which shall be borne by the Company as a result of its organisation, are estimated at approximately three thousand euro (EUR 3,000.-).

Extraordinary general meeting

After the Articles have thus been drawn up, the above named participant has immediately proceeded to hold an extraordinary general meeting. Having first verified that it was regularly constituted, it passed the following resolutions:

1) The registered office of the Company is fixed at 51 Avenue J.F. Kennedy, L-1855 Luxembourg, Luxembourg.

2) Has been appointed independent auditor Deloitte Audit, with registered office at 560 Rue de Neudorf, L-2220 Luxembourg. The auditor's term of office will expire at the annual general meeting of Shareholders to be held in 2013, unless they previously resign or are revoked.

WHEREOF the present deed was drawn up in Luxembourg, on the date mentioned at the beginning of this document.

The document having been read to the person appearing, represented as above, known to the undersigned notary by name, Christian name, civil status and residence, the said person appearing signed together with the notary, the present deed

Signé: Courtois, Kesseler.

Enregistré à Esch/Alzette Actes Civils, le 20 décembre 2012. Relation: EAC/2012/17193. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): Santioni A.

POUR EXPEDITION CONFORME.

Référence de publication: 2013008772/1055.

(130009388) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 janvier 2013.

UGD Corporation S.A., Société Anonyme.

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

R.C.S. Luxembourg B 174.269.

STATUTES

In the year two thousand twelve, on the twenty eight day of December.

Before us Maître Gérard LECUIT, notary residing in Luxembourg.

There appeared the following:

SHRM Financial Services (Luxembourg) S.A., a company having its registered office at 64, rue Principale, L-5367 Schuttrange,

here represented by Mrs. Marleen Lacroix, employee, residing professionally in Schuttrange,

acting by virtue of a proxy given under private seal on the 20 th day of December 2012,

which proxy after having been signed "ne varietur" by the undersigned notary and the proxyholder, will remain attached to the present deed in order to be registered with it.

Such appearing party, represented as stated hereabove, has requested the notary to inscribe as follows the articles of association of a société anonyme which they form between themselves:

Title I. - Denomination, Registered office, Object, Duration

Art. 1. There is established hereby a société anonyme under the name of "UGD Corporation S.A."

Art. 2. The registered office of the corporation is established in Schuttrange.

The registered office may be transferred to any other place in the municipality by a decision of the board of directors.

If extraordinary political or economic events occur or are imminent, which might interfere with the normal activities of the registered office, or with easy communication between the registered office and abroad, the registered office shall be declared to have been transferred abroad provisionally, until the complete cessation of such extraordinary events. Such provisional transfer shall have no effect on the nationality of the company. Such declaration of the transfer of the registered office shall be made and brought to the attention of third parties by the organ of the corporation which is best situated for this purpose under such circumstances.

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

Art. 4. The purpose of the Company is the acquisition of participations, in Luxembourg or abroad, in any companies or enterprises in any form whatsoever and the management of such participations. The Company may in particular acquire by subscription, purchase and exchange or in any other manner any stock, shares and other participation securities, bonds, debentures, certificates of deposit and other debt instruments and more generally, any securities and financial instruments issued by any public or private entity. It may participate in the creation, development, management and control of any company or enterprise. It may further invest in the acquisition and management of a portfolio of patents or other intellectual property rights of any nature or origin.

The Company may borrow in any form, except by way of public offer. It may issue, by way of private placement only, notes, bonds and any kind of debt and equity securities. The Company may lend funds including, without limitation, the proceeds of any borrowings, to its subsidiaries, affiliated companies and any other companies of the group. The Company may also give guarantees and pledge, transfer, encumber or otherwise create and grant security over all or some of its assets to guarantee its own obligations and those of any other company, and, generally, for its own benefit and that of any other company or person. For the avoidance of doubt, the Company may not carry out any regulated activities of the financial sector without having obtained the required authorisation.

The Company may use any techniques and instruments to efficiently manage its investments and to protect itself against credit risks, currency exchange exposure, interest rate risks and other risks.

The Company may carry out any commercial, financial or industrial operations and any transactions with respect to real estate or movable property which, directly or indirectly, favour or relate to its corporate object.

Title II. - Capital, Shares

Art. 5. The subscribed capital of the corporation is fixed at THIRTY ONE THOUSAND EURO (31,000.- EUR) represented by THREE HUNDRED TEN THOUSAND SHARES (310,000) with a par value of TEN EURO CENTS (0,10.- EUR).

The capital of the corporation may be increased or reduced by a decision of the general meeting of shareholders, voting with the same quorum as for an amendment of the articles of incorporation.

After each increase in the subscribed capital performed in the legally required form by the board of directors, the present article will be adapted to this modification.

Shares may be evidenced at the owners option, in certificates representing single shares or in certificates representing two or more shares.

Shares may be issued in registered or bearer form, at the shareholder's option.

The corporation may, to the extent and under the terms permitted by law, purchase its own shares.

Title III. - Management

Art. 6. In case of plurality of shareholders, the Company must be managed by a Board of Directors consisting of at least three members, who need not be shareholders and who may be subdivided into different classes.

In the case where the Company is incorporated by a sole shareholder or if at the occasion of a general meeting of shareholders, it is established that the Company has only one shareholder left, the composition of the Board of Directors may be limited to one member (the "Sole Director") until the next ordinary general meeting of the shareholders noticing the existence of more than one shareholder. A legal entity may be a member of the Board of Directors or may be the Sole Director of the Company. In such a case, its permanent representative shall be appointed or confirmed in compliance with the Law.

The Directors or the Sole Director are appointed by the general meeting of shareholders for a period not exceeding six years and are re-eligible. They may be removed at any time by a resolution of the general meeting of shareholders. They will remain in function until their successors have been appointed. In case a Director is elected without mention of the term of his mandate, he is deemed to be elected for six years from the date of his election.

In the event of vacancy of a member of the Board of Directors because of death, retirement or otherwise, the remaining Directors thus appointed may meet and elect, by majority vote, a Director to fill such vacancy until the next general meeting of shareholders which will be asked to ratify such election.

Art. 7. The board of directors will elect from among its members a chairman.

The board of directors convenes upon call by the chairman, as often as the interest of the corporation so requires. It must be convened each time two directors so request.

Art. 8. The board of directors is invested with the broadest powers to perform all acts of administration and disposition in compliance with the corporate object.

All powers not expressly reserved by law or by the present articles of association to the general meeting of shareholders fall within the competence of the board of directors. The board of directors may pay interim dividends, in compliance with the legal requirements.

Any director having an interest in a transaction submitted for approval to the Board of Directors conflicting with that of the company, shall advise the board thereof and cause a record of his statement to be included in the minutes of the meeting. He may not take part in these deliberations. At the next following general meeting, before any other resolution is put to vote, a special report shall be made on any transactions in which any of the directors may have had an interest conflicting with that of the company. If there is only one shareholder, the minutes shall only mention the operations intervened between the Company and its Sole Director having an interest conflicting with the one of the Company.

Art. 9. Towards third parties, in all circumstances, the Company shall be, in case of a Sole Director, bound by the sole signature of the Sole Director or, in case of plurality of directors, by the signatures of one class (A) director and one class (B) director or by the single signature of any person to whom such signatory power shall be delegated by the board of directors or the Sole Director of the Company, but only within the limits of such power.

Towards third parties, in all circumstances, the Company shall also be, in case if a managing director has been appointed in order to conduct the daily management and affairs of the Company and the representation of the Company for such daily management and affairs, bound by the sole signature of the managing director, but only within the limits of such power.

Art. 10. The board of directors may delegate its powers to conduct the daily management of the corporation to one or more directors, who will be called managing directors.

However, the first managing director may be appointed by the general meeting of shareholders.

It may also commit the management of all the affairs of the corporation or of a special branch to one or more managers, and give special powers for determined matters to one or more proxyholders, selected from its own members or not, either shareholders or not.

Art. 11. Any litigations involving the corporation either as plaintiff or as defendant, will be handled in the name of the corporation by the board of directors, represented by its chairman or by the director delegated for its purpose.

Title IV. - Supervision

Art. 12. The corporation shall be supervised by one or more statutory auditors, appointed by a general meeting of shareholders which shall fix their number, remuneration, and their term of office, such office not to exceed six years.

They may be re-elected and removed at any time.

Title V. - General meeting

Art. 13. The annual general meeting of shareholders will be held in the commune of the registered office at the place specified in the convening notices on the fourth Friday of May at 12 a.m. and the first time in the year 2013. If such day is a legal holiday, the annual general meeting will be held on the next following business day.

If all the shareholders are present or represented and if they declare that they have had knowledge of the agenda, the general meeting may take place without previous convening notices. Each share gives the right to one vote.

Title VI. - Accounting year, Allocation of profits

Art. 14. The accounting year of the corporation shall begin on the 1 st of January and shall terminate on the 31 st of December of each year, with the exception of the first accounting year, which shall begin on the date of the formation of the corporation and shall terminate on the 31 st of December 2013.

Art. 15. After deduction of any and all expenses and amortizations of the corporation, the credit balance represents the net profits of the corporation. Of such net profit, five percent (5%) shall be compulsorily appropriated for the legal reserve; such appropriation shall cease when the legal reserve amounts to ten percent (10%) of the capital of the corporation, but shall be resumed until the reserve is entirely reconstituted if, at any time and for whatever reason, the legal reserve has fallen below the required ten percent of the capital of the corporation (10%).

The balance of the net profit is at the disposal of the general meeting.

Interim dividends may be distributed, at any time, under the following conditions:

1. Interim accounts are established by the sole director or the board of directors,

2. These accounts show a profit including profits carried forward or transferred to an extraordinary reserve,

3. The decision to pay interim dividends is taken by the sole member or, as the case may be, by an extraordinary general meeting of the members.

4. The payment is made once the Company has obtained the assurance that the rights of the creditors of the Company are not threatened.

Title VII. - Dissolution, Liquidation

Art. 16. The corporation may be dissolved by a resolution of the general meeting of shareholders. The liquidation will be carried out by one or more liquidators, appointed by the general meeting of shareholders which will specify their powers and fix their remuneration.

Title VIII. - General provisions

Art. 17. All matters not governed by these articles of association are to be construed in accordance with the law of August 10 th 1915 on commercial companies and the amendments thereto.

Subscription and Payment

The articles of association having thus been established, the appearing party, represented as stated hereabove, declares to subscribe all the three hundred ten thousand (310,000) shares with a par value of ten euro cents (0,10.-EUR).

All the shares have been paid up to the extent of one hundred percent (100%) by payment in cash, so that the amount of THIRTY-ONE THOUSAND EURO (31.000.- EUR) is now available to the company, evidence thereof having been given to the notary.

Statement

The undersigned notary states that the conditions provided for in article 26 as amended of the law of August 10 th 1915 on commercial companies have been observed.

Estimation - Costs

The aggregate amount of the costs, expenditures, remunerations or expenses, in any form whatsoever, which the corporation incurs or for which it is liable by reason of its organization, is approximately one thousand three hundred euros (1,300.- EUR).

Extraordinary general meeting

The above named person, representing the entire subscribed capital and acting as sole shareholder of the Company, has immediately taken the following resolutions:

1.- The number of directors is fixed at three and the number of auditors at one.

2.- The following have been elected as directors, their term of office expiring at the General Meeting of the year 2017:

Directors of Class A

Mrs Michelle Marie Carvill, private employee, born in Down (Ireland) on November 26, 1966, residing professionally at 64 rue Principale, L-5367 Schuttrange.

Directors of Class B:

- Mr Nicolaas Johannes Alexander van Zeeland, private employee, born in 's-Gravenhage (The Netherlands) on October 16, 1970, residing professionally at 64, rue Principale, L-5367 Schuttrange.

- SHRM Corporate Services S.à r.l. a private limited liability company (société à responsabillité limitée) established and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 64, rue Principale, L-5367 Schuttrange, Grand Duchy of Luxembourg and registered with the Luxembourg and Trade and Companies register under number B78100

The Company shall be bound towards third parties in all matters by the joint signature of one (1) class A director and one (1) class B director.

3.- The following has been appointed as statutory auditor, its term of office expiring at the General Meeting of the year 2017:

Guardian Financial Services SA, a company having its registered office at 64, rue Principale, L-5367 Schuttrange,

and registered with the Luxembourg and Trade and Companies register under number B123.561.

4.- The registered office of the company is established in L-5367 Schuttrange, 64, rue Principale.

The undersigned notary, who knows English, states that on request of the appearing parties, the present deed is worded in English, followed by a French version and in case of discrepancies between the English and the French text, the English version will be binding.

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

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

Suit la traduction française du texte qui précède:

L'an deux mil douze, le vingt-huit décembre.

Pardevant Maître Gérard LECUIT, notaire de résidence à Luxembourg.

A COMPARU:

SHRM Financial Services (Luxembourg) S.A., une société ayant son siège social à 64, rue Principale, L-53 6 7 Schuttrange,

ici représentée par Madame Marleen Lacroix, employée privée, demeurant professionnellement à Schuttrange,

agissant en vertu d'une procuration sous seing privée signée en date du 20 décembre 2012,

laquelle procuration, après avoir été signée «ne varietur», par le notaire instrumentant et le mandataire de la comparante, restera annexée aux présentes pour être formalisée avec elles.

Laquelle comparante, ès-qualités qu'elle agit a requis le notaire instrumentant de dresser acte constitutif d'une société anonyme qu'elle déclare constituer et dont elle a arrêté les statuts comme suit:

Titre I er . Dénomination, Siège social, Objet, Durée

Art. 1 er . Il est formé une société anonyme sous la dénomination de "UGD Corporation S.A.".

Art. 2. Le siège de la société est établi à Schuttrange.

Il pourra être transféré dans tout autre lieu de la commune par simple décision du conseil d'administration.

Au cas où des événements extraordinaires d'ordre politique ou économique, de nature à compromettre l'activité normale au siège social ou la communication aisée de ce siège avec l'étranger se produiront ou seront imminents, le siège social pourra être déclaré transféré provisoirement à l'étranger, jusqu'à cessation complète de ces circonstances anormales.

Une telle décision n'aura d'effet sur la nationalité de la société. La déclaration de transfert du siège sera faite et portée à la connaissance des tiers par l'organe de la société qui se trouvera le mieux placé à cet effet dans les circonstances données.

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

Art. 4. L'objet de la Société est la prise de participations, tant au Luxembourg qu'à l'étranger, dans toutes sociétés ou entreprises sous quelque forme que ce soit, et la gestion de ces participations. La Société peut notamment acquérir par souscription, achat et échange ou de toute autre manière tous titres, actions et autres valeurs de participation, obligations, créances, certificats de dépôt et autres instruments de dette, et plus généralement, toutes valeurs et instruments financiers émis par toute entité publique ou privée. Elle peut participer à la création, au développement, à la gestion et au contrôle de toute société ou entreprise. Elle peut en outre investir dans l'acquisition et la gestion d'un portefeuille de brevets ou d'autres droits de propriété intellectuelle de quelque nature ou origine que ce soit.

La Société peut emprunter sous quelque forme que ce soit, sauf par voie d'offre publique. Elle peut procéder, uniquement par voie de placement privé, à l'émission de billets à ordre, d'obligations et de titres et instruments de toute autre nature. La Société peut prêter des fonds, y compris notamment, les revenus de tous emprunts, à ses filiales, sociétés affiliées ainsi qu'à toutes autres sociétés du groupe. La Société peut également consentir des garanties et nantir, céder, grever de charges ou autrement créer et accorder des sûretés sur toute ou partie de ses actifs afin de garantir ses propres obligations et celles de toute autre société et, de manière générale, en sa faveur et en faveur de toute autre société ou personne. En tout état de cause, la Société ne peut effectuer aucune activité réglementée du secteur financier sans avoir obtenu l'autorisation requise.

La Société peut employer toutes les techniques et instruments nécessaires à une gestion efficace de ses investissements et à sa protection contre les risques de crédit, les fluctuations monétaires, les fluctuations de taux d'intérêt et autres risques.

La Société peut effectuer toutes les opérations commerciales, financières ou industrielles et toutes les transactions concernant des biens immobiliers ou mobiliers qui, directement ou indirectement, favorisent ou se rapportent à son objet social.

Titre II. Capital, Actions

Art. 5. Le capital social est fixé à TRENTE ET UN MILLE EUROS (31.000,- EUR) représenté par TROIS CENT DIX MILLE (310.000) d'actions avec une valeur nominale de DIX CENT (0,10 EUR).

Le capital souscrit de la société peut être augmenté ou réduit par décision de l'assemblée générale des actionnaires statuant comme en matière de modification des statuts.

Chaque fois que le conseil d'administration aura fait constater authentiquement une augmentation du capital souscrit, il fera adapter le présent article.

Les actions de la société peuvent être créées au choix du propriétaire en titres unitaires ou en certificats représentatifs de plusieurs actions.

Les titres peuvent aussi être nominatifs ou au porteur, au gré de l'actionnaire.

La société peut procéder au rachat de ses propres actions, sous les conditions prévues par la loi.

Titre III. Administration

Art. 6. En cas de pluralité d'actionnaires, la Société doit être administrée par un Conseil d'Administration composé de trois membres au moins, actionnaires ou non qui peuvent être subdivisés en différentes catégories. Si la Société est établie par un actionnaire unique ou si à l'occasion d'une assemblée générale des actionnaires, il est constaté que la Société a seulement un actionnaire restant, le Conseil d'Administration peut être réduit à un Administrateur (L'"Administrateur Unique") jusqu'à la prochaine assemblée générale des actionnaires constatant l'existence de plus d'un actionnaire. Une personne morale peut être membre du Conseil d'Administration ou peut être l'Administrateur Unique de la Société. Dans un tel cas, son représentant permanent sera nommé ou confirmé en conformité avec la Loi.

Les Administrateurs ou l'Administrateur Unique sont nommés par l'assemblée générale des actionnaires pour une période n'excédant pas six ans et sont rééligibles. Ils peuvent être révoqués à tout moment par l'assemblée générale des actionnaires. Ils restent en fonction jusqu'à ce que leurs successeurs soient nommés. Les Administrateurs élus sans indication de la durée de leur mandat, seront réputés avoir été élus pour un terme de six ans.

En cas de vacance du poste d'un administrateur pour cause de décès, de démission ou autre raison, les administrateurs restants nommés de la sorte peuvent se réunir et pourvoir à son remplacement, à la majorité des votes, jusqu'à la prochaine assemblée générale des actionnaires portant ratification du remplacement effectué.

Art. 7. Le conseil d'administration choisit parmi ses membres un président.

Le conseil d'administration se réunit sur la convocation du président, aussi souvent que l'intérêt de la société l'exige. Il doit être convoqué chaque fois que deux administrateurs le demandent.

Art. 8. Le Conseil d'Administration est investi des pouvoirs les plus larges de passer tous actes d'administration et de disposition dans l'intérêt de la Société. Tous pouvoirs que la Loi ne réserve pas expressément à l'assemblée générale des Actionnaires sont de la compétence du Conseil d'Administration.

Tout Administrateur qui a un intérêt opposé à celui de la Société, dans une opération soumise à l'approbation du Conseil d'Administration, est tenu d'en prévenir le conseil et de faire mentionner cette déclaration dans le procès-verbal de la séance. Il ne peut prendre part à cette délibération. Lors de la prochaine assemblée générale, avant tout vote sur d'autres résolutions, il es spécialement rendu compte des opérations dans lesquelles un des Administrateurs aurait eu un intérêt opposé à celui de la Société.

En cas d'un Actionnaire Unique, il est seulement fait mention dans un procès-verbal des opérations intervenues entre la Société et son Administrateur ayant un intérêt opposé à celui de la Société.

Art. 9. Envers les tiers, en toutes circonstances, la Société sera engagée, en cas d'Administrateur Unique, par la signature unique de son Administrateur Unique ou, en cas de pluralité d'administrateurs, par la signature conjointe d'un administrateur de classe A et d'un administrateur de classe B ou par la signature unique de toute personne à qui le pouvoir de signature aura été délégué par le Conseil d'Administration ou par l'Administrateur Unique de la Société, mais seulement dans les limites de ce pouvoir.

Envers les tiers, en toutes circonstances, la Société sera engagée, en cas d'Administrateur-délégué nommé pour la gestion et les opérations courantes de la Société et pour la représentation de la Société dans la gestion et les opérations courantes, par la seule signature de l'Administrateur-délégué, mais seulement dans les limites de ce pouvoir.

Art. 10. Le conseil d'administration peut déléguer la gestion journalière de la société à un ou plusieurs administrateurs qui prendront la dénomination d'administrateurs-délégués.

Toutefois, le premier administrateur-délégué peut être nommé par l'assemblée générale.

Il peut aussi confier la direction de l'ensemble ou de telle partie ou branche spéciale des affaires sociales à un ou plusieurs directeurs, et donner des pouvoirs spéciaux pour des affaires déterminées à un ou plusieurs fondés de pouvoirs, choisis dans ou hors son sein, associés ou non.

Art. 11. Les actions judiciaires, tant en demandant qu'en défendant, sont suivies au nom de la société par le conseil d'administration, poursuites et diligences de son président ou d'un administrateur délégué à ces fins.

Titre IV. Surveillance

Art. 12. La société est surveillée par un ou plusieurs commissaires nommés par l'assemblée générale, qui fixe leur nombre et leur rémunération, ainsi que la durée de leur mandat, qui ne peut excéder six années.

Ils peuvent être réélus ou révoqués à tout moment.

Titre V. Assemblée générale

Art. 13. L'assemblée générale annuelle se réunit dans la commune du siège social, à l'endroit indiqué dans les convocations, le quatrième vendredi du mois de mai à 12 heures et pour la première fois en 2013.

Si ce jour est un jour férié légal, l'assemblée générale a lieu le premier jour ouvrable suivant.

Si tous les actionnaires sont présents ou représentés et s'ils déclarent qu'ils ont eu connaissance de l'ordre du jour, l'assemblée générale peut avoir lieu sans convocation préalable.

Chaque action donne droit à une voix.

Titre VI. Année sociale, Répartition des bénéfices

Art. 14. L'année sociale commence le 1 er janvier et finit le 31 décembre de chaque année.

Exceptionnellement, le premier exercice social comprendra tout le temps à courir de la constitution de la société jusqu'au 31 décembre 2013.

Art. 15. L'excédent favorable du bilan, défalcation faite des charges sociales et des amortissements, forme le bénéfice net de la société. Sur ce bénéfice, il est prélevé cinq pour cent (5%) pour la formation du fonds de réserve légale; ce prélèvement cesse d'être obligatoire lorsque la réserve aura atteint le dixième du capital social, mais devrait toutefois être repris jusqu'à entière reconstitution, si à un moment donné et pour quelque cause que ce soit, le fonds de réserve avait été entamé.

Le solde est à la disposition de l'assemblée générale.

Des acomptes sur dividendes peuvent être distribués à tout moment, sous réserve du respect des conditions suivantes:

1. Des comptes intérimaires doivent être établis par l'administrateur unique ou par le conseil d'administration.

2. Ces comptes intérimaires, les bénéfices reportés ou affectés à une réserve extraordinaire y inclus, font apparaître un bénéfice.

3. L'associé unique ou l'assemblée générale extraordinaire des associés est seul(e) compétent(e) pour décider de la distribution d'acomptes sur dividendes.

4. Le paiement n'est effectué par la Société qu'après avoir obtenu l'assurance que les droits des créanciers ne sont pas menacés.

Titre VII. Dissolution, Liquidation

Art. 16. La société peut être dissoute par décision de l'assemblée générale.

Lors de la dissolution de la société, la liquidation s'effectuera par les soins d'un ou de plusieurs liquidateurs, nommés par l'assemblée générale qui détermine leurs pouvoirs et leurs émoluments.

Titre VIII. Dispositions générales

Art. 17. Pour tous les points non spécifiés dans les présents statuts, les parties se réfèrent et se soumettent aux dispositions de la loi luxembourgeoise du 10 août 1915 sur les sociétés commerciales et de ses lois modificatives.

Souscription - Libération

Les statuts de la société ayant été ainsi arrêtés, le comparant, représenté comme mentionné ci-avant, déclare souscrire les trois cent dix mille (310.000) actions ayant une valeur nominale de dix (0,10.-EUR) cent.

Toutes les actions ont été libérées par des versements en espèces à concurrence de 100%, de sorte que la somme de TRENTE ET UN MILLE EUROS (31.000.-EUR) se trouve dès à présent à la libre disposition de la société, ainsi qu'il en a été justifié au notaire instrumentant qui le constate expressément.

Constatation

Le notaire instrumentant a constaté que les conditions exigées par l'article 26 nouveau de la loi du 10 août 1915 sur les sociétés commerciales ont été accomplies.

Estimation - Evaluation des frais

Le montant des frais, dépenses, rémunérations et charges, sous quelque forme que ce soit, qui incombent à la société ou qui sont mis à sa charge à raison de sa constitution, est évalué à environ mille trois cents euros (1.300,- EUR).

Assemblée générale extraordinaire

Le comparant préqualifié, représentant la totalité du capital souscrit et agissant en tant qu'actionnaire unique de la société a pris les résolutions suivantes:

1. Le nombre des administrateurs est fixé à trois et celui des commissaires à un.

2.- Sont appelés aux fonctions d'administrateurs, leur mandat expirant lors de l'assemblée générale de l'année 2017:

Administrateurs de Classe A:

Madame Michelle Marie Carvill, employée privée, née à Down (Irlande) le 26 novembre 1966, demeurant professionnellement à 64 rue Principale, L-5367 Schuttrange.

Administrateurs de Classe B:

- Monsieur Nicolaas Johannes Alexander van Zeeland, employé privé, né à La Haye (Pays-Bas) le 16 octobre 1970, demeurant professionnellement à 64, rue Principale, L-5367 Schuttrange;

- SHRM Corporate Services S.à r.l., une société de droit luxembourgeois, ayant son siège social à L-5367 Schuttrange, 64, rue Principale.

3.- Est appelée à la fonction de commissaire aux comptes, son mandat expirant lors de l'assemblée générale de l'année 2017:

Guardian Financial Services S.A., une société ayant son siège social à 64, rue Principale, L-5367 Schuttrange, enregistrée au Registre de Commerce et des Sociétés sous le numéro B 123.561.

4. Le siège social de la société est fixé à L-5367 Schuttrange, 64, rue Principale.

Le notaire soussigné, qui a personnellement la connaissance de la langue anglaise, déclare que le comparant l'a requis de documenter le présent acte en langue anglaise, suivi d'une version française, et en cas de divergence entre le texte anglais et le texte français, le texte anglais fera foi.

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

Et après lecture faite et interprétation donnée à la mandataire des comparants, connue du notaire instrumentant par ses nom, prénom usuel, état et demeure, elle a signé le présent acte avec le notaire,

Signé: M. Lacroix, G. Lecuit.

Enregistré à Luxembourg Actes Civils, le 3 janvier 2013. Relation: LAC/2013/377. Reçu soixante-quinze euros (EUR 75,-)

Le Receveur (signé): I. THILL.

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

Luxembourg, le 15 janvier 2013.

Référence de publication: 2013008965/358.

(130009278) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 janvier 2013.

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

Siège social: L-4940 Bascharage, 96A, avenue de Luxemboug.

R.C.S. Luxembourg B 18.405.

DISSOLUTION

Extrait

Il résulte d'un acte de dissolution de société, reçu par Maître Alex WEBER, notaire de résidence à Bascharage, en date du 27 décembre 2012, numéro 2012/2852 de son répertoire, enregistré à Capellen, le 4 janvier 2013, relation: CAP/2013/19 de la société à responsabilité limitée "DECLOLUX S.à r.l.", avec siège social à L-4940 Bascharage, 96A, avenue de Luxembourg, inscrite au RCS à Luxembourg sous le numéro B 18 405, constituée suivant acte reçu par Maître Norbert MULLER, alors notaire de résidence à Esch-sur-Alzette, en date du 21 mai 1981, publié au Mémorial C numéro 166 du 18 août 1981, ce qui suit:

- Monsieur Jacques LEMMER, seul associé, a déclaré procéder à la dissolution et à la liquidation de la société prédite, avec effet au 27 décembre 2012,

- la société dissoute n'a plus d'activités.

- l'associé a déclaré en outre que la liquidation de la prédite société a été achevée et qu'il assume tous les éléments actifs et passifs éventuels de la société dissoute.

- que les livres et documents de la société dissoute resteront déposés pendant la durée de cinq années à l'adresse suivante: L-4951 Bascharage, 6, Cité Charles de Gaulle.

Bascharage, le 8 janvier 2013.

Pour extrait conforme
Alex WEBER
Le notaire

Référence de publication: 2013005272/26.

(130005610) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 janvier 2013.

Belval Plaza II Apartments S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-4361 Esch-sur-Alzette, 7, avenue du Rock'n Roll.

R.C.S. Luxembourg B 120.933.

Extrait des résolutions prises par l'associé unique le 20 décembre 2012

L'associé unique a pris acte de la démission de Monsieur Léo Spruijt de ses mandats de gérant et de délégué à la gestion journalière de la Société, avec effet à partir du 18 décembre 2012.

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

Luxembourg, le 15 janvier 2013.

Pour Belval Plaza II Apartments S.à r.l.

Signature

Référence de publication: 2013007578/15.

(130008818) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 janvier 2013.

PRISROD (Luxembourg) S.A., Société Anonyme.

Siège social: L-1840 Luxembourg, 38, boulevard Joseph II.

R.C.S. Luxembourg B 39.496.

DISSOLUTION

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

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

A comparu:

«QUOTE-INVEST CORP. INC.», société de droit panaméen, avec siège social à Calle Aquilino de la Guardia, 8, Panama, République de Panama,

(ci-après désignée: «le mandant»).

Lequel mandant est ici valablement représenté par la signature individuelle de son directeur, à savoir Monsieur Enzo LIOTINO, directeur, avec adresse professionnelle à Luxembourg.

Laquelle personne comparante, agissant en sa susdite qualité, a requis le notaire instrumentant de documenter ainsi qu'il suit ses déclarations et constatations.

I.- Que la société «PRISROD (Luxembourg) S.A.», une société anonyme, régie par le droit luxembourgeois, établie et ayant son siège social au 38, boulevard Joseph II, L-1840 Luxembourg, inscrite au Registre de Commerce et des Sociétés à Luxembourg, section B 39496, constituée suivant acte notarié du 28 janvier 1992, publié au Mémorial, Recueil des sociétés et Associations, C numéro 317 du 24 juillet 1992. Les statuts ont été modifiés suivant acte sous seing privé en date du 10 mai 2000, publié au Mémorial, Recueil des sociétés et Associations, C numéro 1033 du 20 novembre 2001

II.- Que le capital social de société anonyme «PRISROD (Luxembourg) S.A..», prédésignée, s'élève actuellement à cent quatre-vingt-dix-huit mille trois cent quatorze euros quatre-vingt-deux cents (EUR 198.314,82) divisé en huit cents (800) actions sans désignation de valeur nominale, intégralement libérées.

III.- Que le mandant déclare avoir parfaite connaissance des statuts et de la situation financière de la Société.

IV.- Que le mandant est devenu propriétaire de toutes les huit cents (800) actions de la susdite Société et qu'en tant qu'actionnaire unique il déclare expressément procéder à la dissolution de la susdite Société avec effet à ce jour.

V.- Que le mandant, prénommé, agissant tant en sa qualité de liquidateur de la Société, qu'en qualité d'actionnaire unique de cette même Société, déclare en outre que l'activité de la Société a cessé, qu'il est investi de tout l'actif, que le passif connu de ladite Société a été réglé ou provisionné et qu'il s'engage expressément à prendre à sa charge tout passif pouvant éventuellement encore exister à charge de la Société et impayé ou inconnu à ce jour avant tout paiement à sa personne; partant la liquidation de la Société est à considérer comme faite et clôturée.

VI.- Que décharge pleine et entière est accordée aux administrateurs et au commissaire aux comptes de la Société dissoute, pour l'accomplissement de leurs mandats respectifs jusqu'à ce jour.

VII.- Que les livres et documents de la Société dissoute seront conservés pendant cinq (5) ans à l'ancien siège social de la Société dissoute, c'est-à-dire, au 38, boulevard Joseph II, L-1840 Luxembourg.

VIII.- Qu'il a été procédé immédiatement à l'annulation par lacération de toutes les actions de la Société, le cas échéant à l'annulation du livre des actionnaires nominatifs de la Société, en présence du notaire instrumentant.

DONT ACTE, fait et passé à Luxembourg, au siège social de la Société, date qu'en tête des présentes.

Et après lecture faite à la personne comparante, connue du notaire par son nom, prénom usuel, état et demeure, ladite personne comparante a signé avec le notaire instrumentant la présente minute.

Signé: E. LIOTINO, J.-J. WAGNER.

Enregistré à Esch-sur-Alzette A.C., le 31 décembre 2012. Relation: EAC/2012/17860. Reçu soixante-quinze Euros (75.- EUR).

Le Receveur (signé): SANTIONI.

Référence de publication: 2013005629/47.

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