SERVICE CENTRAL DE LÉGISLATION
LUXEMBOURG

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MEMORIAL
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Luxemburg

RECUEIL DES SOCIETES ET ASSOCIATIONS

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

C — N° 1366 **10 juin 2013**

SOMMAIRE

Vita (Lux V) S.à r.l., Société à responsabilité limitée.

Capital social: EUR 312.500,00.

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

R.C.S. Luxembourg B 108.614.

Par résolutions prises en date du 26 mars 2013, l'associé unique a pris les décisions suivantes:

- acceptation de la démission de Laurent RICCI, avec adresse professionnelle au 5, Rue Guillaume Kroll, L-1882 Luxembourg, de son mandat de gérant de classe B, avec effet au 27 mars 2013;

- nomination de Sébastien Cognoli, avec adresse professionnelle au 5, Rue Guillaume Kroll, L-1882 Luxembourg, au mandat de gérant de classe B, avec effet au 27 mars 2013 et pour une durée indéterminée.

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

Luxembourg, le 19 avril 2013.

Référence de publication: 2013051683/15.

(130062914) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 avril 2013.

Valartis Russian Market Fund, Société d'Investissement à Capital Variable.

Siège social: L-1118 Luxembourg, 11, rue Aldringen.

R.C.S. Luxembourg B 54.765.

Le bilan au 31 décembre 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.

Pour VALARTIS RUSSIAN MARKET FUND

KREDIETRUST LUXEMBOURG S.A.

Référence de publication: 2013051684/11.

(130062727) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 avril 2013.

Warmerding European Investment S.A., Société Anonyme.

Siège social: L-1148 Luxembourg, 16, rue Jean l'Aveugle.

R.C.S. Luxembourg B 102.283.

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

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

Luxembourg, le 22 avril 2013.

Référence de publication: 2013051694/10.

(130063169) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 avril 2013.

JRS Credit S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 166.085.

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: 2013052746/9.

(130064283) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 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 31/12/2012 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: 2013052752/9.

(130065094) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2013.

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

Siège social: L-5531 Remich, 14, route de l'Europe.

R.C.S. Luxembourg B 139.560.

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

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

Signature.

Référence de publication: 2013052728/10.

(130064461) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2013.

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

Siège social: L-4974 Dippach, 16, rue des Romains.

R.C.S. Luxembourg B 61.100.

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Le bilan au 31 décembre 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.

Mandataire

Référence de publication: 2013052732/10.

(130064288) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2013.

International Business Corporation, Société Anonyme Holding.

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

R.C.S. Luxembourg B 7.292.

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

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

Luxembourg, le 23 avril 2013.

Signature.

Référence de publication: 2013052720/10.

(130064866) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2013.

OCM Luxembourg Spirits Holdings S.à r.l., Société à responsabilité limitée.

Siège social: L-2311 Luxembourg, 53, avenue Pasteur.

R.C.S. Luxembourg B 118.872.

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Statuts coordonnés, suite à l'assemblée générale extraordinaire reçue par Maître Francis KESSELER, notaire de résidence à Esch/Alzette, en date du 5 octobre 2012 déposés au registre de commerce et des sociétés de Luxembourg.

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

Esch/Alzette, le 5 novembre 2012.

Francis KESSELER

Notaire

Référence de publication: 2013052162/13.

(130063658) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

BIP Investment Partners S.A., Société Anonyme.

Siège social: L-1356 Luxembourg, 1, rue des Coquelicots.

R.C.S. Luxembourg B 75.324.

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Les comptes annuels au 31/12/2012 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.

Viviane Greaffé

Directeur Administratif et Financier

Référence de publication: 2013052474/11.

(130064670) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2013.

Atlantico Invest S.A., Société Anonyme.

Siège social: L-2661 Luxembourg, 42, rue de la Vallée.

R.C.S. Luxembourg B 125.378.

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Les comptes annuels au 30.06.2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 18/04/2013.

Pour: ATLANTICO INVEST S.A.
Société anonyme
Experta Luxembourg
Société anonyme
Isabelle Marechal-Gerlaxhe / Mireille Wagner

Référence de publication: 2013052441/15.

(130064762) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2013.

Atto Holding S.àr.l., Société à responsabilité limitée soparfi.

Capital social: EUR 180.000,00.

Siège social: L-1219 Luxembourg, 11, rue Beaumont.

R.C.S. Luxembourg B 102.748.

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Les comptes 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.

ATTO HOLDING S.A.R.L.
Alexis DE BERNARDI
Gérant

Référence de publication: 2013052442/12.

(130064281) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2013.

B.G. Erin, Société à responsabilité limitée.

Siège social: L-1274 Howald, 23, rue des Bruyères.

R.C.S. Luxembourg B 153.133.

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

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

Signature
Mandataire

Référence de publication: 2013052446/11.

(130064218) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2013.

Ryhân Services S.à.r.l., Société à responsabilité limitée.

Siège social: L-9647 Doncols, 1, rue Um Quart.

R.C.S. Luxembourg B 167.645.

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Extrait des résolutions prises lors de l'Assemblée Générale Extraordinaire du 16 avril 2013

- L'Assemblée Générale approuve et décide de céder 76% des parts de la société RYHAN SERVICES S.à.r.l. Détenues par Monsieur Kohaila Tawfiq comme suit:

*130 parts à Madame Nokri Hanane (26% du capital) -250 parts à Monsieur Telemsani Choukri (50% du capital)

* L'Assemblée Générale nomme comme gérant administratif Monsieur Sattay Youssef ayant son domicile à 23, rue Michel Rodange L-2430 Luxembourg et comme gérant technique Monsieur Kohaila Tawfiq ayant son domicile à 111, Avenue de la Reine B-1030 Bruxelles.

Extrait sincère et conforme
Un mandataire

Référence de publication: 2013052213/16.

(130063610) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

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

Siège social: L-2180 Luxembourg, 4, rue Jean Monnet.

R.C.S. Luxembourg B 110.890.

Am 16.04.2013 hat Herr Wilhelm Dieter Freiherr Haller von Hallerstein geb. Trey sein Mandat als Verwaltungsrats-mitglied und als Vorsitzender des Verwaltungsrates niedergelegt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013052215/10.

(130063779) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Rawholding S.A., Société Anonyme.

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

R.C.S. Luxembourg B 83.829.

Statuts coordonnés, suite à une assemblée générale extraordinaire reçue par Maître Francis KESSELER, notaire de résidence à Esch/Alzette en date du 20 décembre 2012, déposes au registre de commerce et des sociétés de Luxembourg.

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

Esch/Alzette, le 21 janvier 2013.

Francis KESSELER
Notaire

Référence de publication: 2013052206/13.

(130063640) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Sceptis Limited, Société à responsabilité limitée.

Siège social: L-2132 Luxembourg, 18, avenue Marie-Thérèse.

R.C.S. Luxembourg B 168.124.

Le bilan et l'annexe au 28 février 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Pour Sceptis Limited

Référence de publication: 2013052218/10.

(130063537) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

B4RP, S.à r.l., Société à responsabilité limitée.

Siège social: L-8522 Beckerich, 6, Jos Seylerstrooss.

R.C.S. Luxembourg B 107.326.

Par jugement rendu en date du 17 avril 2013, le Tribunal d'Arrondissement de et à Diekirch, siégeant en matière commerciale, a ordonné en vertu de l'article 203 de la loi du 10 août 1915 concernant les sociétés commerciales la dissolution et la liquidation de

la société à responsabilité limitée B4RP S. À R.L., établie et ayant son siège social à L-8522 BECKERICH, 6, Jos Sey-lerstrooss, inscrite au registre de commerce et des sociétés de et à Diekirch sous le numéro B 107326.

Le même jugement a nommé juge-commissaire Monsieur Jean-Claude WIRTH, juge au Tribunal d'Arrondissement de et à Diekirch, et liquidateur Maître Nathalie HENGEN, Avocat à la Cour, demeurant à L-9376 HOSCHEID, 10, Braaken.

Le Tribunal d'Arrondissement de et à Diekirch a déclaré applicables les dispositions légales relatives à la liquidation de la faillite et a dit que le présent jugement est exécutoire par provision.

Le Tribunal d'Arrondissement de et à Diekirch a également mis les frais à charge de la société, sinon, en cas d'absence ou d'insuffisance d'actif, à charge du Trésor.

Pour extrait conforme
Me Nathalie HENGEN
Le liquidateur

Référence de publication: 2013052357/21.

(130063604) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Union Bancaire Privée (Europe) S.A., Société Anonyme.

Siège social: L-1150 Luxembourg, 287-289, route d'Arlon.

R.C.S. Luxembourg B 9.471.

La nouvelle liste des signatures autorisées a été déposée au registre de commerce et des sociétés de Luxembourg.

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

Union Bancaire Privée (Europe) S.A.
Vérane Waltregny / Tony Silori
Adjoint à la Direction / Membre de la Direction

Référence de publication: 2013052301/12.

(130063554) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Trufilux, Société Anonyme.

Siège social: L-1840 Luxembourg, 8A, boulevard Joseph II.

R.C.S. Luxembourg B 94.345.

Constituée par acte le 08 juillet 2003, publié au Mémorial du Grand-Duché de Luxembourg, Recueil spécial du 30 juillet 2003, n° 799.

Les statuts ont été modifiés par actes des 08 septembre 2003, 22 décembre 2005 20 décembre 2006 et le 20 juillet 2010 publiés au Mémorial du Grand-Duché de Luxembourg, Recueil spécial du 10 octobre 2003 C-n° 1065, 09 mars 2006 C-n° 503, le 21 mars 2007 C-n°418 et le 18 août 2010 C-1678.

Extrait des résolutions prises par l'assemblée générale tenue en date du 16 avril 2013

L'Assemblée réélit, en qualité de Réviseur d'entreprises, pour un terme d'un an, la société Mazars Luxembourg S.A., réviseur agréé, 10A, rue Henri Schnadt L-2530 Luxembourg.

Référence de publication: 2013052299/15.

(130064031) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

The Swatch Group Re (Luxembourg) S.A., Société Anonyme.

Siège social: L-5835 Alzingen, 10, rue Hondsbreck.

R.C.S. Luxembourg B 108.652.

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.

A Luxembourg, le 23 avril 2013.

Signature
Un mandataire

Référence de publication: 2013052287/12.

(130064074) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Magicbox S.A., Société Anonyme.

Siège social: L-1413 Luxembourg, 3, place Dargent.

R.C.S. Luxembourg B 126.941.

CLÔTURE DE LIQUIDATION

Extrait des résolutions prises lors de l'Assemblée Générale Extraordinaire du 18 avril 2013

1. L'Assemblée prononce la clôture de la liquidation de la société.

2. L'Assemblée décide en outre que les livres et documents sociaux resteront déposés et conservés pendant cinq ans au moins à l'adresse: L-1413 Luxembourg, 3, Place Dargent (auprès de la société «C.T.P, Companies and Trusts Promotion S. à r.l.»).

Roger CAURLA
Liquidateur

Référence de publication: 2013052128/15.

(130063278) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Milort S.A., Société Anonyme.

Siège social: L-2661 Luxembourg, 42, rue de la Vallée.

R.C.S. Luxembourg B 130.452.

Les comptes annuels au 30.06.2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 23.04.2013.

Pour: MILORT S.A.
Société anonyme
Experta Luxembourg
Société anonyme
Cindy Szabo / Lucile Wernert

Référence de publication: 2013052142/15.

(130064081) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Financière de l'Alzette S.A., Société Anonyme.

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

R.C.S. Luxembourg B 54.285.

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

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

Pour FINANCIERE DE L'ALZETTE S.A.
Intertrust (Luxembourg) S.A.

Référence de publication: 2013052008/11.

(130063716) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Neptune Finance Partner II S.à r.l., Société à responsabilité limitée.

Siège social: L-2180 Luxembourg, 2, rue Jean Monnet.

R.C.S. Luxembourg B 143.791.

Les comptes annuels au 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.

Luxembourg, le 23.04.2013.

Bevollmächtigter

Référence de publication: 2013052145/11.

(130063861) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Neptune Lux S.A., Société Anonyme.

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

R.C.S. Luxembourg B 90.210.

I. Extraits des résolutions prises par le conseil d'administation en date du 12 février 2013

3 ème Résolution:

Le Conseil d'Administration décide de nommer Monsieur Philippe RICHELLE, demeurant professionnellement au 163, rue du Kiem L - 8030 Strassen, en tant que Président du Conseil d'Administration jusqu'à la fin de son mandat d'Administrateur au sein de la Société.

II. Changement d'adresse

La Société a été informée du changement d'adresse du Commissaire aux Comptes, H.R.T. Révision S.A. ayant désormais son siège social au 163, rue du Kiem, L-8030 Strassen.

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

NEPTUNE LUX S.A.

Référence de publication: 2013052151/17.

(130063803) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Kinkade Real Estate, Société à responsabilité limitée.

Capital social: CHF 20.000,00.

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

R.C.S. Luxembourg B 118.200.

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

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

Luxembourg, le 22 avril 2013.

Référence de publication: 2013052097/10.

(130064079) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Krontec S.A., Société Anonyme Holding.

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

R.C.S. Luxembourg B 31.405.

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.

Pour KRONTEC S.A.

Référence de publication: 2013052101/10.

(130063802) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

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

Siège social: L-9237 Diekirch, 3, place Guillaume.

R.C.S. Luxembourg B 92.252.

Les comptes annuels au 21 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.

Signature.

Référence de publication: 2013052115/10.

(130063560) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Manuel Machado S.à r.l., Société à responsabilité limitée.

Siège social: L-7349 Heisdorf, 19, rue Henri de Stein.

R.C.S. Luxembourg B 58.524.

Le bilan au 31.12.2012 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.

Luxembourg, le 22 avril 2012.

Pour ordre
EUROPE FIDUCIAIRE (Luxembourg) S.A.
Boîte Postale 1307
L–1013 Luxembourg

Référence de publication: 2013052130/14.

(130063477) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

MCP-CMC III S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 134.354.

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

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

Luxembourg, le 22 avril 2013.

Référence de publication: 2013052134/10.

(130064050) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Mersin S.A., Société Anonyme.

Siège social: L-1610 Luxembourg, 42-44, avenue de la Gare.

R.C.S. Luxembourg B 53.959.

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.

Extrait sincère et conforme
MERSIN S.A.

Référence de publication: 2013052138/11.

(130063932) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Mida S.A., Société Anonyme.

Siège social: L-4974 Dippach, 16, rue des Romains.

R.C.S. Luxembourg B 146.775.

Le bilan au 31 décembre 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.

Mandataire

Référence de publication: 2013052139/10.

(130064114) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Milolux S.A., Société Anonyme.

Siège social: L-8211 Mamer, 53, route d'Arlon.

R.C.S. Luxembourg B 152.221.

Le Bilan au 31 décembre 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.

Luxembourg, le 22 AVRIL 2013.

Stéphanie Paché.

Référence de publication: 2013052140/10.

(130063433) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Pace Invest S.A., Société Anonyme.

Siège social: L-2146 Luxembourg, 63-65, rue de Merl.

R.C.S. Luxembourg B 152.331.

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.

Signature.

Référence de publication: 2013052179/10.

(130063641) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Risanamento Europe S.à r.l., Société à responsabilité limitée.

Siège social: L-1528 Luxembourg, 11-13, boulevard de la Foire.

R.C.S. Luxembourg B 117.946.

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.

SOCIETE EUROPEENNE DE BANQUE
Société Anonyme
Signatures
Agent Administratif

Référence de publication: 2013052204/13.

(130063702) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Five Arrows Credit Solutions, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

Siège social: L-1637 Luxembourg, 3, rue Goethe.

R.C.S. Luxembourg B 176.608.

STATUTES

In the year two thousand thirteen, on the twenty-ninth day of March.

Before Maître Jean SECKLER, civil law notary, residing in Junglinster, Grand Duchy of Luxembourg, undersigned.

There appeared:

(1) Five Arrows Credit Solutions General Partner, a société à responsabilité limitée incorporated under and governed by the laws of Luxembourg, having a share capital of EUR 12,500.-, with its registered office at 3, rue Goethe, Luxembourg L-1637 Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B-175 983, (the "General Partner") represented by Mr Max MAYER, employee, residing professionally in Junglinster, 3, route de Luxembourg, pursuant to a proxy delivered to him

(2) Five Arrows Principal Investments International Feeder S.C.A. SICAR, a société en commandite par actions as Société d'Investissement en Capital à Risque, incorporated under and governed by the laws of Luxembourg with its registered office at 3, rue Goethe, Luxembourg L-1637 Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B-144 538, represented by Mr Max MAYER, employee, residing professionally at Junglinster, 3, route de Luxembourg, pursuant to a proxy delivered to him.

The proxies signed "ne varietur" by all the appearing parties and the undersigned notary, shall remain annexed to this document to be filed with the registration authorities.

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

Definitions

Accrued Interest	has the meaning assigned thereto in Article 12.2.1.
Affiliate	any legal entity or other entity which, in relation to the Person concerned, is its Subsidiary, its Holding Company or that Person's Holding Company.
Affiliated Entity	has the meaning assigned thereto in Article 9.3.2.
Articles	the present articles of incorporation of the Company.
Business Day	a day (not being a Saturday or Sunday) on which banks are open for business in Luxembourg, France and/or United Kingdom.
Central Administration	RBC Investor Services Bank S.A., a Société Anonyme incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 14, Porte de France, L-4360, Esch-sur-Alzette, Luxembourg.
Claims	has the meaning assigned thereto in Article 19.1.
Classes	has the meaning assigned thereto in Article 7.2.
Class A Shares	has the meaning assigned thereto in Article 7.2(b).
Class C Shares	has the meaning assigned thereto in Article 7.2(c).
Class D Shares	has the meaning assigned thereto in Article 12.2.3(b).
Commitment(s)	has the meaning assigned thereto in Article 10.
Company	Five Arrows Credit Solutions, a Société d'Investissement à Capital Variable – Fonds d'Investissement Spécialisé in the form of a Société en Commandite par Actions, governed by the 2007 Law.
Covered Person	has the meaning assigned thereto in Article 19.1.
CSSF	has the meaning assigned thereto in Article 9.2.
Custodian	has the meaning assigned thereto in Article 22.
Damages	has the meaning assigned thereto in Article 19.1.
Default Letter	has the meaning assigned thereto in Article 12.
Defaulting Shareholder	has the meaning assigned thereto in Article 12.
Defaulting Shareholders' Shares	has the meaning assigned thereto in Article 12.2.3(a).
Disabling Conduct	has the meaning assigned thereto in Article 19.1.
FATCA	means Sections 1471 through 1474 of the U.S. Code, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the U.S. Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant

	to any intergovernmental agreement entered into in connection with the implementation of such Sections of the U.S. Code.
FATCA Letter	has the meaning ascribed to in Article 9.3.4.
FATCA Recalcitrant Shareholder	any Shareholder or beneficial owner of Shares that fails to provide the Holder FATCA Information as requested or that fails to provide a waiver of law prohibiting the disclosure of such information to a taxing authority, or any Shareholder of beneficial owner of Shares that is a foreign financial institution as defined in Section 1471(d)(4) of the U.S. Code and, unless exempted from complying or otherwise deemed to be compliant, fails to comply with Section 1471(b) of the U.S. Code.
First Closing Date	has the meaning ascribed to it in the Prospectus.
Further Drawdown	has the meaning ascribed to it in the Prospectus.
General Partner	has the meaning assigned thereto in Article 15.
Holding Company	a Person is the holding company of another Person, which is itself a legal entity, if it holds, directly or indirectly: (a) a majority of the voting rights of such other Person; or (b) an interest in such other Person and has the power to appoint its chairman, the majority of its board of directors or the majority of its supervisory board, as applicable; or (c) an interest in such other Person and controls, alone or pursuant to an agreement entered into with other shareholders (or other holders of securities), the majority of the voting rights of such other Person or has the power to appoint the chairman, the majority of its board of directors or the majority of its supervisory board, as applicable.
Holder FATCA Information	means information requested by the Company or an intermediary (or an agent thereof) in connection with FATCA to enable or help the Company or an intermediary to comply with FATCA.
Indemnified Individual	any officer, director, Shareholder, agent, member, adviser, consultant, partner or employee of the General Partner or of the Sponsor.
Indemnified Person	any of the General Partner or the Sponsor and any Indemnified Individual.
Investment	has the meaning ascribed to it in the Prospectus.
Investors Committee	has the meaning ascribed to it in the Prospectus.
Management Share(s)	has the meaning assigned thereto in Article 7.2(a).
Net Asset Value	has the meaning assigned thereto in Article 13.
New General Partner	has the meaning assigned thereto in Article 15.
Notification Letter	has the meaning assigned thereto in Article 9.3.1(a).
Payment Date	has the meaning assigned thereto in Article 12.1.
Person	any individual or entity, including any body corporate, partnership, limited partnership, limited liability partnership, association, limited company, open-ended investment company, joint-stock company, trust, unit trust, unincorporated association, government or governmental agency or authority.
Portfolio Company	has the meaning ascribed to it in the Prospectus.
Proceeding	has the meaning assigned thereto in Article 19.1.
Proposed Shares	has the meaning assigned thereto in Article 9.3.1.
Proposed Transfer	has the meaning assigned thereto in Article 9.3.1.
Prospectus	has the meaning assigned thereto in Article 3.
Redemption Price	has the meaning assigned thereto in Article 12.2(c).
Register	has the meaning assigned thereto in Article 8.2.
Registrar and Paying Agent	RBC Investor Services Bank S.A., a Société Anonyme incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 14, Porte de France, L-4360, Esch-sur-Alzette, Luxembourg.
Series	has the meaning assigned thereto in Article 7.2.
Shareholders	has the meaning assigned thereto in Article 4.
Shares	has the meaning assigned thereto in Article 7.1.
Sponsor	has the meaning ascribed to it in the Prospectus.
Subordinated Decision	has the meaning assigned thereto in Article 12.2(b).
Subscription Agreements	has the meaning assigned thereto in Article 7.2.
Subsidiary	a Person is a subsidiary of another Person if such other Person is a Holding Company of such Person.
Total Commitments	has the meaning ascribed to it in the Prospectus.

Transfer	has the meaning assigned thereto in Article 9.1(a).
Undrawn Commitment	has the meaning assigned thereto in Article 9.3.6.
Unrestricted Transfer	has the meaning assigned thereto in Article 9.3.2.
U.S. Code	the U.S. Internal Revenue Code of 1986, as amended.
Warning of Default	has the meaning assigned thereto in Article 12.1.
Well-Informed Investor	has the meaning assigned thereto in Article 8.1.
1915 Law	has the meaning assigned thereto in Article 1.
2007 Law	has the meaning assigned thereto in Article 1.

1. Name and Form. There is hereby established among the subscribers and all those who may become owners of the Shares of the Company hereafter issued, a company in the form of a société en commandite par actions (S.C.A.) qualifying as a Société d'Investissement à Capital Variable - Fonds d'Investissement Spécialisé under the name of "Five Arrows Credit Solutions" (the "Company").

The Company shall be governed by the law dated August 10, 1915 on commercial companies, as amended (the "1915 Law") and the law dated February 13, 2007 applicable to specialised investment funds, as amended (the "2007 Law").

2. Registered office. The registered office of the Company is established in the municipality of Luxembourg, Grand Duchy of Luxembourg. Branches, subsidiaries or other offices may be established either in the Grand Duchy of Luxembourg or in any other location by a decision of the General Partner. Within the same municipality, the registered office may be transferred by a simple resolution of the General Partner. If and to the extent permitted by law, the General Partner may decide to transfer the registered office to any other place in the Grand Duchy of Luxembourg, subject to a resolution of an extraordinary general meeting of Shareholders deliberating in the manner required for amendment of these Articles.

If the General Partner determines that any extraordinary political, economic or social events, which have occurred or are imminent, would interfere with the normal activities of the Company at its registered office or with the ease of communication between such office and persons established in any other location, the registered office may be transferred temporarily to any other location until the complete cessation of such exceptional circumstances; such provisional measures shall have no effect on the nationality of the Company, which, notwithstanding such temporary transfer, shall remain a company governed by the laws of the Grand Duchy of Luxembourg, in particular the 2007 Law.

3. Term of the company. The term of the Company is of eight (8) years from the First Closing Date (as defined in the prospectus of the Company (the "Prospectus")) provided that the term of the Company may be extended for two (2) successive periods of one (1) year each, upon decision of the General Partner.

4. Purpose. The purpose of the Company is to invest (directly or indirectly) the funds available to the Company in securities, in particular in debt instruments of any kind and other permitted assets according to the 2007 Law, as more fully described in the Prospectus with the purpose of spreading investment risks and affording its shareholders (the "Shareholders") the results of the management of its portfolio.

The Company may take any measures and carry out any transaction, including all financial operations, which it may deem useful for the fulfilment and development of its purpose to the fullest extent permitted under the 2007 Law, in particular and without limitation:

(a) make investments whether directly or through direct or indirect participations in subsidiaries of the Company or other intermediary vehicles;

(b) borrow money in any form (including short-term borrowings) or obtain any form of credit facility and raise funds through, including, but not limited to, the issuance of bonds, notes, promissory notes, and other debt or equity instruments;

(c) advance, lend or deposit money or give credit to companies and undertakings;

(d) enter into any guarantee, pledge or any other form of security, whether by personal covenant or by mortgage or charge upon all or part of the assets (present or future) of the Company or by all or any of such methods, for the performance of any contracts or obligations of the Company, or any manager or other agent of the Company, or any entity in which the Company or its parent entities has a direct or indirect interest, or any entity being a direct or indirect shareholder of the Company or any entity belonging to the same group as the Company.

The investment objectives and policy of the Company are more fully described in the Prospectus.

5. Liability. The General Partner is jointly and severally liable with the Company for all of the Company's liabilities which cannot be met out of the Company's assets.

The holders of limited shareholders' shares shall not act on behalf of the Company in any manner or capacity other than by exercising their rights as Shareholders in general meetings and shall only be liable to the extent of their contributions to the Company.

6. Determination of the investment objectives. The General Partner shall determine the investment objectives of the Company as well as the course of conduct of the management and the business affairs of the Company in relation thereto, in accordance with the provisions set forth in these Articles, the Prospectus, and applicable laws and regulations.

7. Share capital.

7.1 The share capital of the Company shall be represented by shares (the "Shares") of no par value and shall at any time be equal to the total net assets of the Company as determined pursuant to Article 13 hereof. The minimum capital of the Company, which must be reached within twelve (12) months as from the date on which the Company has been authorized as a société d'investissement à capital variable- fonds d'investissement spécialisé under Luxembourg law, is one million two hundred fifty thousand Euros (EUR 1,250,000).

7.2 The share capital of the Company shall be represented by the following three categories of Shares (each, a "Class"):

(a) "Management Share(s)": the Share subscribed for at the time of incorporation of the Company by the General Partner as unlimited shareholder (actionnaire gérant commandite") of the Company as well as the Management Share(s) that may be issued subsequently, subscription of which will be reserved for the General Partner as unlimited shareholder of the Company.

(b) "Class A Shares": a Class of Shares subscribed for by limited shareholders (actionnaires commanditaires) in accordance with the provisions of the Prospectus.

(c) "Class C Shares": a Class of Shares subscribed for by limited shareholders in accordance with the provisions of the Prospectus. The subscription of Class C Shares is reserved for any person designated by the General Partner who is a Well-informed Investor.

In addition, pursuant to the provisions of Article 12 below, the Company may issue Class D Shares in order to convert any Defaulting Shareholder's Shares held by one or more Defaulting Shareholder(s) into Class D Shares.

Class A Shares and Class C Shares may, as the General Partner shall determine, be issued in one or more separate series (the "Series"), the characteristics, terms and conditions of which shall be established by the General Partner in its discretion and provided for in the Prospectus, the Articles and the subscription agreements signed by each Shareholder (the "Subscription Agreements"). Any such Series will serve to identify the Shares depending on their issuance date or their Net Asset Value (as defined below) and will confer no special right among or between them. The General Partner may create additional Classes (including Class D Shares as referred to in Article 12 below) as well as Series in accordance with the provisions and subject to the requirements of the 1915 Law.

7.3 The Company is incorporated with an initial subscribed share capital of thirty-one thousand Euro (EUR 31,000) divided into one (1) Management Share, having been fully paid-up at a subscription price of one hundred Euro (EUR 100), and three hundred and nine (309) Class A Shares, each Share having been fully paid-up at a subscription price of one hundred Euro (EUR 100) each.

8. Shares.

8.1 Shareholders

Shares in the Company are exclusively restricted to well-informed investors (investisseurs avertis) within the meaning of article 2 (1) of the 2007 Law (the "Well-Informed Investors"). The requirements set forth in article 2 (1) of the 2007 Law shall not be applicable to the General Partner and other persons who are involved in the management of the Company.

The General Partner or, as the case may be the entities appointed by the General Partner to receive subscription orders for shares of the Company, may request all information and documents required or necessary in order to assess the status as "Well-Informed Investor" of a potential investor.

Each Shareholder is required to sign a Subscription Agreement pursuant to which such Shareholder commits irrevocably to make all subscriptions and payments expected from such Shareholder pursuant to the Prospectus, these Articles and such Subscription Agreement, and whereby such Shareholder declares that it is bound by the terms and conditions of the Prospectus, these Articles and such Subscription Agreement, as each may be amended in accordance with their respective applicable provisions.

Unless otherwise provided for herein or in the Prospectus, no preferential subscription rights shall apply.

8.2 Form of Shares and Register

All Shares shall in principle be issued in registered form only.

The inscription of a Shareholder's name in the register of Shareholders (the "Register") evidences its right of ownership to such registered Shares.

All issued Shares of the Company shall be registered in the Register, which shall be kept at the registered office of the Company. The Register shall contain the name of each Shareholder, its residence, registered office or elected domicile, the number and Series (if any) of Shares it owns, the paid-up amount of each such Share, and banking references. Until notices to the contrary shall have been received by the Company, the Company may treat any information contained in the Register as accurate and up to date and may especially use the addresses and banking references indicated therein for purposes of sending notices and announcements and making any payments, respectively.

The Company only recognizes one (1) owner per Share. If one or more Shares are jointly owned or if the ownership of such Share(s) is disputed, all persons claiming a right to such Share(s) must appoint a single attorney to represent such

Share(s) in respect of the Company. Failure to appoint such attorney will lead to an automatic suspension of all rights attached to such Share(s).

8.3 Voting rights

Each Share grants the right to one (1) vote at every meeting of Shareholders and at separate Class meetings of the holders of Shares of the relevant Class.

Fractional Shares may be issued up to three places after the decimal and shall carry rights in proportion to the fraction of a Share they represent but shall carry no voting rights, unless their number is such that they represent a whole Share, in which case they confer a voting right.

Unless otherwise provided in these Articles, the consent of the General Partner is required in order for a Shareholder's resolution to be validly adopted.

9. Transfer of shares.

9.1 Transferability

(a) Any sale, assignment, transfer (including donation), exchange, contribution, pledge, mortgage, capital gains sharing agreement (convention de croupier), other disposition or encumbrance, or winding-up of a company followed by the transfer of its assets and liabilities to its sole shareholder (transmission universelle de patrimoine) in any form whatsoever, by a Shareholder (including, for the avoidance of doubt Unrestricted Transfers referred in Article 9.3.2) (a "Transfer") of any Shares shall be made in accordance with the provisions of the 1915 Law, the 2007 Law and these Articles and is subject in particular, to the restrictions provided for in these Articles.

(b) Transfers of Shares, whether direct or indirect, voluntary or involuntary (including, but not limited to, Transfers to an Affiliate) will not be valid:

(i) if the transferee is not a Well-Informed Investor; or

(ii) if such Transfer results in a violation of a provision of the Prospectus, these Articles or of applicable laws or any other regulation, including Luxembourg laws on securities and Federal or State laws of the United States of America relative to the mandatory registration of public securities offerings; or

(iii) if as a result of such Transfer, the Company or the General Partner would be required to register as an "Investment Company" under the United States of America Investment Company Act of 1940, as amended; or

(iv) if, as a result of such Transfer, the Assets of the Company are considered "Plan Assets" with respect to ERISA; or

(v) if such Transfer would cause the Company to be classified as an association taxable as a corporation for United States of America Federal income tax purposes or would cause the Company to be treated as a "publicly traded partnership" for United States of America Federal income tax purposes.

(c) Any Share Transfer made in breach of the provisions of this Article 9 shall be null and void and of no force or effect against the Company and the Shareholders. Transfers which are null and void and of no force or effect shall not be recorded in the Register and, until remedied, all the rights and obligations attached to the relevant Shares will be exercised and enforced by the transferor holding such Shares, without prejudice to any liability such transferor may incur with respect to the Company or to the other Shareholders.

(d) The Company may restrict or object to the ownership of Shares in the Company by any person (excluding the General Partner and other persons who are involved in the management of the Company) that does not meet the requirements of a Well-Informed Investor. For this purpose the Company may:

(i) refuse to issue Shares and to register the Transfer of Shares if it appears that such issuance or Transfer would or could have the effect of allotting ownership of the Shares to any Person not meeting the requirements of a Well-Informed Investor; and

(ii) proceed with the compulsory redemption of all or some of all or a portion of Shares if it appears that a person does not meet the requirements of a Well-Informed Investor.

(e) The General Partner shall have the right to prohibit any Transfer which might create an adverse effect on the Company, the General Partner or any of the Shareholders, including but not limited to regulatory and/or tax consequences.

9.2 Transfer of the Management Share(s)

In the event of a Transfer of the Management Share(s) held by the General Partner, its assignee or transferee shall be substituted in its place and admitted to the Company as the general partner of the Company in accordance with the provisions of the 1915 Law and the 2007 Law and with the prior consent of the Commission de Surveillance du Secteur Financier (the "CSSF"). Such a replacement of the General Partner requires an amendment of the Articles to be decided in accordance with the quorum and majority requirements defined in Article 29. Immediately thereafter, such substituted general partner shall be authorized to and shall continue the management of the Company.

9.3 Transfer of Class A or Class C Shares

9.3.1 Notification Letter

In the event of a proposed Transfer of Class A Shares or Class C Shares (a "Proposed Transfer"), the transferor shall make a declaration thereof to the General Partner by registered letter with return receipt requested (the "Notification Letter"), (i) indicating the full name, mailing address and tax domicile of the transferor and of the transferee, the identification number and the number of Shares which the transferor plans to transfer (the "Proposed Shares"), and the price offered for the Proposed Shares, and (ii) including a representation and warranty given by the transferee that such transferee is a Well-Informed Investor.

9.3.2 Unrestricted Transfers

Provided that, in accordance with Article 9.3.1 a Shareholder provides a Notification Letter to the General Partner no later than fifteen (15) Business Days prior to the date contemplated for the completion of the Proposed Transfer, any Transfer of Class A or Class C Shares by a Shareholder (i) to an Affiliate of such Shareholder, or (ii) in the event that such Shareholder is an investment fund, to any investment fund which is managed or advised by its general partner or which is managed or advised by an Affiliate of its general partner (an "Affiliated Entity") shall be unrestricted (an "Unrestricted Transfer").

The General Partner shall nevertheless have the right to prohibit any Transfer which might create an adverse effect on the Company, the General Partner or any of the Shareholders, including but not limited to regulatory and/or tax consequences.

An Unrestricted Transfer shall be valid upon agreement on the Transfer between the transferring transferor and the transferee meeting the requirements under Article 9.3.6.

If there have been two or more successive Transfers of the same Shares to Affiliates or to Affiliated Entities, any Transfer subsequent to the first Transfer will be unrestricted only if the proposed transferee is an Affiliate or an Affiliated Entity of the transferor in the first Transfer.

With respect to any Transfer to an Affiliate or to an Affiliated Entity,

(a) if, at any time whatsoever, the relevant transferee ceases to be an Affiliate or an Affiliated Entity of the transferor, then such transferee shall, if the General Partner so requests, transfer all the Shares which had been transferred to it back to the transferor as soon as possible;

(a) any change of beneficial owner or change of control, as defined pursuant to Luxembourg applicable regulations, with respect to the transferee within a two (2) year period as from the previous Transfer to an Affiliate or an Affiliated Entity, shall be subject to the prior consent of the General Partner described in Article 9.3.3 below.

Before the transferee ceases to be an Affiliate or an Affiliated Entity of the transferor, it shall inform the General Partner, as soon as possible, of its contemplated change of status.

9.3.3 Prior approval

(a) Prior approval of the Class A or Class C Share Transfer - In order to maintain the consistency of the Company's shareholders, it is agreed to that Transfers of any Class A or Class C Shares, for any reason whatsoever, are subject to the prior written approval of the General Partner.

(b) Exceptions - The Class A or Class C Shares may be the subject of a Transfer, without having to be first approved by the General Partner in case of an Unrestricted Transfer referred to in Article 9.3.2 above.

(c) Decision of the General Partner - The General Partner will have twenty (20) Business Days as from the reception of the Notification Letter to decide whether it does or does not approve and to notify such decision to the transferor. If the General Partner does not notify its refusal within the twenty (20) Business Day period aforementioned, it shall be deemed to have approved the contemplated Transfer. The General Partner has full discretion in making this decision, is not subject to any restrictions and is not required to make the reasons for its decision known.

(d) Completion of an approved Transfer - Where approval is given, the completion of the Transfer of Shares shall take place according to the notified conditions within fifteen (15) Business Days following the notification of such approval or the expiration of the period of twenty (20) Business Days provided in the above paragraph. Should the transferor fail to complete the Transfer within the required time frame, it shall then again, prior to any Class A or Class C Share Transfer, comply with the provisions of the Articles with respect to Proposed Transfer.

Should it happen that the transferor is unable to complete, within the required time frame, the Transfer planned and approved under the conditions provided for above, neither the Company nor any of the Shareholders shall be bound to redeem the relevant Shares nor shall they have to indemnify the transferor in any manner whatsoever, and the General Partner shall not be required to approve any other Proposed Transfer notified by the transferor subsequently.

9.3.4 Transfer of Shares belonging to a FATCA Recalcitrant Shareholder If, at any time whatsoever, in the reasonable determination of the General Partner, a Shareholder is or will become a FATCA Recalcitrant Shareholder, the General Partner may compel or effect the Transfer of the Shares held by such FATCA Recalcitrant Shareholder pursuant to the provisions of Article 21. In such case, the General Partner will send a letter (the "FATCA Letter") to such FATCA Recalcitrant Shareholder.

Any proposed Transfer of the Shares held by a FATCA Recalcitrant Shareholder must comply with the provisions of Article 9 including for the avoidance of doubt any requirement regarding the transfer to the transferee of the Undrawn Commitment relating to the FATCA Recalcitrant Shareholder's Shares transferred pursuant to Article 9.3.6(a).

The FATCA Recalcitrant Shareholder may designate a proposed transferee within ten (10) Business Days as from the date on which the FATCA Letter was sent by sending a notice complying with the provisions of Article 9.3.1, provided that such proposed transferee meets the requirements under Article 9.3.6 and, in the reasonable determination of the General Partner, is not or would not be a FATCA Recalcitrant Shareholder.

If the FATCA Recalcitrant Shareholder has not designated any transferee, the General Partner may decide at its discretion that the FATCA Recalcitrant Shareholder's Shares will be transferred by causing a forced sale of the FATCA Recalcitrant Shareholder's Shares to any Person (including one or more Shareholder) who meets the requirements under Articles 9.3.6 and, in the reasonable determination of the General Partner, is not or would not be a FATCA Recalcitrant Shareholder.

The transferee of the FATCA Recalcitrant Shareholder's Shares shall pay a price equal to the transfer price mentioned in Article 21.2 for the FATCA Recalcitrant Shareholder's Shares to the Company. Out of the net proceeds attributable to the Transfer of the FATCA Recalcitrant Shareholder's Shares, the General Partner shall be entitled to first deduct the amounts set forth in Article 21.3. The General Partner shall then be entitled to deduct for its own account, the account of the Company, the other Shareholders, the Custodian (as defined below), the Registrar and the Central Administration (as defined in the Prospectus), an amount equal to all the expenses incurred or damages suffered by them and arising from the fact that the Ordinary Shareholder has become a FATCA Recalcitrant Shareholder any other third-party costs arising out of the fact that the Shareholder has become a FATCA Recalcitrant Shareholder (unless already included in the expenses or damages incurred by the Company). The FATCA Recalcitrant Shareholder will receive the balance, if any.

In the event of a Transfer of the FATCA Recalcitrant Shareholder's Shares, the corresponding registration of the FATCA Recalcitrant Shareholder will be struck off the Register. The purchaser(s) of the FATCA Recalcitrant Shareholder's Shares will only become owner(s) of such Shares once they have complied in full with the conditions referred to in Article 9.

9.3.5 Compensation

Each transferor agrees to pay all expenses, including legal fees, incurred by the Company or the General Partner (and to, reimburse the Company or the General Partner as the case may be,) relating to the Transfer of its Shares, unless the Transferee accepts to bear such expenses. The General Partner may also receive remuneration from the transferor, negotiated by mutual agreement, if such transferor requires its assistance to find a transferee for its Shares.

9.3.6 Miscellaneous

Notwithstanding any provision to the contrary contained in these Articles, the transferee of Class A Shares or Class C Shares (including, for the avoidance of doubt Unrestricted Transfers referred in Article 9.3.2) shall only have the right to become a Shareholder replacing the transferor if:

(b) in the event that the Transfer of Shares takes place before all Commitments have been fully drawn down, the obligations in respect of the transferor's Commitment which the General Partner remains entitled to call pursuant to the Subscription Agreement signed by the transferor corresponding to those Shares (the "Undrawn Commitment") must be transferred by the transferor to the transferee together with the said Shares;

(e) the transferee has executed all documents required by the General Partner in order to acknowledge such transferee's irrevocable commitment to meet any capital calls attributable to the transferor's Undrawn Commitment attached to the Shares to be transferred and transferred by the transferor to the transferee, as well as all other payments expected from such transferee pursuant to the Prospectus, these Articles and such Subscription Agreement;

(f) the General Partner shall have received all other documents, opinions (including in particular an opinion of counsel that may be reasonably requested by the General Partner to the transferee, which counsel and opinion shall be reasonably satisfactory to the General Partner), instruments and certificates reasonably required by the General Partner intended to admit the transferee as a Shareholder of the Company and to establish the transferee's consent to be bound by all the provisions of these Articles, the Prospectus and the relevant Subscription Agreement, including a written commitment to take over all the obligations of the transferor with respect to the Company and a certificate or representation to the effect that the representations set forth in such Subscription Agreement are (except as otherwise disclosed to and consented to by the General Partner) true and correct with respect to such transferee as of the date of such Transfer;

(g) the transferee is a Well-Informed Investor;

(h) the transferor or the transferee paid all the expenses referred to in Article 9.3.5; and

(i) such Transfer would not cause the Company, any Investment, the General Partner or any of their respective Affiliates, as reasonably determined by the General Partner, to be in breach, or otherwise adversely affected as a result of the provisions of, any applicable law, regulation or rule (as in effect on the date of the Transfer or as may be in effect at any time in the future).

The General Partner shall be entitled to refuse to register any transferee as a Shareholder in the Register so long as any of the conditions of the previous paragraphs are not met.

Any Transfer of registered Class A or Class C Shares shall be entered into the Register; such inscription shall be signed by the General Partner or by any other person(s) appointed for this purpose by the General Partner.

10. Issuance of shares. The General Partner is authorised without limitation to issue additional partly or fully paid Shares at any time, in accordance with the procedures and subject to the terms and conditions determined by the General Partner and referred to the Prospectus, without reserving to the existing Shareholders any preferential or pre-emptive rights to subscription for the Shares to be issued. The issuance price shall be determined in accordance with the criteria defined by the General Partner and referred to in the Prospectus. The issuance price may vary depending on the context, e.g. according to the date of subscription etc. The issuance price so defined may notably be a fixed price or a price based on the Net Asset Value of the Shares as determined in accordance with the provisions of Article 13 hereof plus an issuance fee or premium, if any, as the Prospectus may provide. The General Partner may also make such adjustment to the issuance price as it may consider appropriate to ensure fairness between the Shareholders according to the provisions of the Prospectus.

Limited shareholders shall subscribe for Shares, as determined by the General Partner in accordance with the terms and condition of these Articles, the Prospectus and their respective Subscription Agreements which provide for their respective total committed capital (the "Commitment" or "Commitments"), subject to any minimum Commitment amount as may be decided by the General Partner.

The provisions relating to Commitments of the limited shareholder and procedures relating to drawdowns of the Commitments of the limited shareholders shall be set forth in the Prospectus and the Subscription Agreement.

The Company may issue one or more additional Management Share(s) whose subscription will be reserved to the current General Partner as unlimited shareholder of the Company.

11. Redemption of shares - Conversion of shares.

11.1 Redemption of Shares

The Company is a closed-ended fund. Accordingly, Shareholders are not entitled to request redemption of their Shares during the Term of the Company as set forth in Article 3.

The Company can nonetheless redeem Shares in the cases listed and in accordance with the conditions set forth in article 12.1 of the Prospectus.

At the expiration of the Term of the Fund, any Shareholder may request the redemption of its Shares, pursuant to the conditions set forth in article 12.1 of the Prospectus.

Notwithstanding the preceding, requests for redemption will not be admissible after the dissolution of the Company as provided for in Article 30.

The Company may redeem fractions of Shares.

The Shares redeemed by the Company will be cancelled.

11.2 Conversion of Shares

Conversions of Shares from one Class into another are allowed only under the conditions as provided for in Article 12.2 of the Prospectus. In addition, the General Partner may, pursuant to the conditions defined in Article 12, convert Shares held by a Defaulting Shareholder into Class D Shares pursuant to the provision of Article 12.

The Shareholders undertake to agree to the conversion of their Shares pursuant to the conditions defined in Article 12 pursuant to the above paragraph.

12. Late and Default of payment.

12.1 If a Shareholder holding a Class A Shares to which this Article is applicable pursuant to the Prospectus does not make, in full or in part, a payment corresponding to a capital call or any other amount required to be funded pursuant to these Articles, the Prospectus or such Shareholder's Subscription Agreement, in each case on the date on which such payment must be made (the "Payment Date"), the General Partner shall provide such Shareholder with a written notice on such Payment Date of such failure to meet its drawdown obligations (the "Warning of Default").

1. The Shareholder will then have a five (5) Business Day period following the sending of the Warning of Default to meet its drawdown obligation without penalty. If such Shareholder meets its drawdown obligation within this required time¬frame, the General Partner will not consider such Shareholder as a Defaulting Shareholder (as such term is defined in the following paragraph) and the amounts due by the Shareholder will not bear any interest and such Shareholder will be entitled to receive distributions made, if any, between the Payment Date and expiry of such five (5) Business Day period following the date of sending of the Warning of Default.

2. In the event of a default in payment or a failure to cure a default after the five (5) Business Day period following the sending of the Warning of Default, the Shareholder shall be deemed to be a defaulting investor (a "Defaulting Shareholder") with retroactive effect from the Payment Date and will not be entitled to receive any distributions made between the Payment Date and expiry of such five (5) Business Day period following the date on which the Warning of Default was sent.

12.2 In the event that the default is not remedied within the five (5) Business Day period following the date on which the Warning of Default was sent, the General Partner will be entitled to send a default letter to the Defaulting Shareholder (the "Default Letter") to such Defaulting Shareholder and may proceed in the following manner.

12.2.1 In addition, subject to the provisions of Article 12.2.2 below, the General Partner will be entitled to decide that (i) the Defaulting Shareholder will not receive any distribution of any kind whatsoever until the date on which the Company has realised or distributed all its assets and may make a final distribution of all remaining assets to the Shareholders, (ii) the voting rights attached to the Class A Shares held by such Shareholder will be suspended, and (iii) if the Defaulting Shareholder is a member of the Investors Committee, it will automatically be dismissed from its functions in this respect.

Furthermore, any late payment of amounts due with respect to any capital call or any other amount required to be funded pursuant to these Articles, the Prospectus or the Defaulting Shareholder's Subscription Agreement, may entail, upon decision of the General Partner, the payment to the Company of interest (the "Accrued Interest") calculated prorata temporis on the basis of the Euribor 3 months rate (the last rate published on the Payment Date) plus 500 basis points applied to the amount due by the Defaulting Shareholder from the Payment Date and until payment of amounts owed has been received in full by the Company, without prejudice to any action which the Company may bring against the Defaulting Shareholder, and the option for the Company to exercise the rights referred to in Article 12.2.3 below.

12.2.2 If the default is remedied in full within fifteen (15) Business Days of the sending of the Default Letter (including, for the avoidance of doubt, the payment of the defaulted amounts plus Accrued Interest hereon), the Defaulting Investor shall recover (i) its rights to receive distributions made, including any distributions which took place between the Payment Date and the date the default was remedied in full, (ii) its rights to exercise the voting rights attached to its Class A Shares, and (iii) as the case may be, its functions of member of the Investors Committee.

If the default is not remedied within fifteen (15) Business Days of the sending of the Default Letter, the General Partner may enforce collection of the unpaid amounts against the Defaulting Investor.

12.2.3 If the General Partner decides not to enforce collection of the unpaid amounts against the Defaulting Shareholder, the General Partner may exercise, at its sole discretion, one or more of the options set out below:

(a) The Class A Shares held by the Defaulting Shareholder (the "Defaulting Shareholder's Shares") may be transferred in full or in part to one or more other Shareholders and/or to one or more third parties. In such case, the General Partner shall inform the Defaulting Shareholder of its intention to transfer the Defaulting Shareholder's Shares. The Defaulting Shareholder may designate one or more transferee(s) within thirty (30) Business Days from the Payment Date, it being specified that this period may be extended by the General Partner. Any proposed Transfer must comply with the provisions of Article 9, in particular with respect to the prior approval of the General Partner. If the Defaulting Shareholder and the transferee(s) designated agree on a price, the Defaulting Shareholder's Shares will be sold at the agreed price, which may not be lower than the unpaid capital calls and/or any other unpaid amount required to be funded by the Defaulting Shareholder pursuant to these Articles, the prospectus or such Shareholder's Subscription Agreement due by the Defaulting Shareholder increased by any costs incurred, if applicable, by the Company and/or the General Partner, the Defaulting Shareholder's Shares will be transferred at such price.

If (i) the Defaulting Shareholder and the designated transferee(s) do not agree on a price, (ii) the Defaulting Shareholder did not designate any transferee(s) within the required period, (iii) pursuant to Article 9, the General Partner did not approve the Transfer to the transferee(s) designated by the Defaulting Shareholder or (iv) all or part of the Defaulting Shareholder's Shares is not transferred for any other reason, the General Partner may (x) designate one or more purchasers, in which case the General Partner and the so designated purchaser(s) shall agree on the price, which may not be lower than the unpaid capital calls, or (y) auction the Defaulting Shareholder's Shares according to the conditions set forth below. proceed at its discretion as provided in paragraphs (ii) or (iii) below.

Out of the net proceeds of the Transfer of Defaulting Shareholder's Shares, the General Partner will first deduct any amounts which are owed to the Company under funds called and which have not been paid by the Defaulting Shareholder and any Accrued Interest incurred until payment of the transfer price has been received. The General Partner will then deduct for its own account, the account of the Company, the other Shareholders, the Custodian, the Registrar and Paying Agent, an amount equal to all expenses incurred or damages suffered by them due to the Defaulting Shareholder's failure to pay in the capital calls. The Defaulting Shareholder will receive the balance, if any.

In the event of a Transfer, the corresponding registration of the Defaulting Shareholder will automatically be struck off the Register. The designated purchaser(s) will only become the owner(s) of the relevant Shares after having complied with the conditions referred to in Article 9, in particular after having signed a transfer agreement in which the purchaser (s) agrees to pay in the remaining Undrawn Commitment attached the relevant Shares it(they) has(have) acquired.

(b) If the General Partner decides not to proceed pursuant to paragraph (a) above or if all or part of the Defaulting Shareholder's Shares is not sold under the conditions described in paragraph (a) above, the General Partner may, at its sole discretion, decide to treat the Class A Shares corresponding to the Defaulting Shareholder's Shares which are not sold as Shares subordinated to the Class A Shares issued to the other Shareholders pursuant to the conditions set forth in the paragraph below and to convert such Shares into Class D Shares (the "Class D Shares")(the "Subordinated Decision").

These D Shares will be worth EUR one hundred (100) each and shall only be entitled to receive payment of an amount equal to the paid-up amount by the Defaulting Shareholder with respect to the Class A Shares which have been converted, after the Company has (i) fully distributed an amount equal to the paid-up amount of the issued Class A Shares of the other Shareholders and (ii) paid the Preferred Return (as such term is defined in the Prospectus) to the other Shareholders holding Class A Shares pursuant to the provisions of the Prospectus. The General Partner may deduct from this amount the Accrued Interest incurred up to the Subordination Decision as well as, on its own behalf, and on behalf of the Company, the other Shareholders, the Custodian, the Registrar and Paying Agent an amount equal to all expenses incurred or damages suffered by them following non-payment of the called funds by the Defaulting Shareholder. The Defaulting Shareholder shall receive the balance, if any.

The Class D Shares shall not be entitled to a Preferred Return (as such term is defined in the Prospectus) or to any other form of return with respect to their paid-up amount and the Class D Shareholders shall not be entitled to participate in any of the Shareholder's votes and will be, where applicable automatically dismissed from their functions as member of the Investors Committee. The Defaulting Shareholder will be released from any obligation to pay in future calls for capital.

(c) If the General Partner decides not to proceed pursuant to paragraphs (a) and/or (b) above or if all or part of the Defaulting Shareholder's Shares is not sold or concerned by a Subordination Decision pursuant to the conditions set forth respectively in paragraphs (a) and (b) above, the General Partner may, at its sole discretion, decide that the Company will redeem all or part of the Defaulting Shareholder's Shares. The relevant Class A Shares will be redeemed by the Company at a fixed price (the "Redemption Price") equal to fifty per cent (50%) of the lesser of the two following amounts: (i) the paid-up amount attributable to the Defaulting Shareholder's Commitment under the relevant Defaulting Shareholder's Shares, net of any distributions received by the Defaulting Shareholder with respect thereto, and (ii) the latest available Net Asset Value of the relevant Defaulting Shareholder's Shares.

The Redemption Price will be paid after the Company has fully paid an amount equal to the paid-up amount relating to the Shares of the relevant Class issued to the other Shareholders.

The General Partner may deduct any Accrued Interest up to the redemption date from the Redemption Price, as well as, for its own account, the account of the Company, the other Shareholders, the Custodian, the registrar and Paying Agent, an amount equal to all the expenses incurred or damages suffered by them arising from the Defaulting Shareholder's default and any other third-party costs arising out of the default of the defaulting Shareholder (unless already incurred in the expenses or damages incurred by the Company). The Defaulting Shareholder will receive the balance, if any. The Shares redeemed by the Company will be cancelled.

13. Net asset value.

13.1 Assets Valuation

The assets of the Company will be valued by the General Partner in accordance with the methodologies provided for in the International Private Equity and Venture Capital Valuation Guidelines (IPEV) as updated from time to time.

The value of any cash on hand or on deposit, money market instruments, bills, demand notes, accounts receivable, prepaid expenses 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 hereof is arrived at after making such discount as may be considered appropriate in such case to reflect true value hereof.

The value of net assets of the Company (the "Net Assets") is equal to the difference between (i) the value of its gross assets (including an accrued but unpaid interest) plus any amount of cash / readily available or liquid assets and (ii) the aggregate amount of any financial liabilities and any provisions estimated in good faith. The Company's assets are valued on the basis of their fair value.

The General Partner is authorised to change the valuation methods of the assets held by the Company provided, in case of an amendment, that this change is due to an amendment of update of the valuation guidelines set forth in the International Private Equity and Venture Capital (IPEV) Valuation Guidelines.

13.2 Calculation of the Net Asset Value

The accounting and computation of the net asset value of each Class of Share (the "Net Asset Value") will be realised by the Central Administration under the responsibility of the General Partner, on a quarterly basis, and will be reviewed by the Statutory Auditor on a semi-annual basis. The Net Asset Value will be established in EUR as of each relevant valuation date. The General Partner may determine the Net Asset Value more frequently for the purposes of redeeming Shares.

The Company will calculate the Net Asset Value by Class of Share as follows. Each Class of Share participates in the Company according to the portfolio and distribution entitlements attributable to each Class of Share pursuant to the provisions of the Prospectus. The value of the total portfolio and distribution entitlements attributed to a particular Class of Share on a given valuation date, less liabilities relating to that Class of Share on that valuation date, is the total Net Asset Value attributable to that Class of Share on that valuation date. The same principles will apply for calculation of the Net Asset Value of a Series of Shares within a Class of Share.

The Net Asset Value per Share of that Class of Share as at a valuation date equals the total Net Asset Value of that Class of Share as at that valuation date divided by the total number of Shares of that Class of Share in circulation on that valuation date. The Net Asset Value per Share will be given to four places after the decimal.

14. Suspension of calculation of the net asset value. The General Partner may suspend calculation of the Net Asset Value in any of, but not limited to, the following events:

(a) when there is an emergency situation following which it is impracticable for the Company to dispose of or value a substantial part of its assets;

(b) when the means of communication usually used to determine the price or value of investments, stock or other market prices are out of service;

(c) when, for any other reason, the value of any Investment cannot be determined promptly or accurately.

Any Shareholder affected by a suspension will be informed of such a suspension if the General Partner determines that such suspension will exceed eight (8) days.

15. General partner. The general partner, Five Arrows Credit Solutions General Partner (the "General Partner"), manages the Company. The General Partner evaluates and takes all decisions it deems appropriate relating to the Investments and divestments made by the Company. The General Partner is entitled to receive a management fee from the Company. The amount of such management fee will be determined in accordance with the provisions of the Prospectus.

The General Partner is fully liable for the decisions concerning the general administration and policy relating to the Investments and divestments of the Company. The General Partner is invested with the most extensive powers and authority to complete all administrative and disposal actions falling within the purpose of the Company as described in greater detail in Article 4 and in the Prospectus.

In the event of legal incapacity, liquidation or other permanent situation preventing the General Partner from acting as general partner of the Company, the Company will not be dissolved and liquidated automatically, provided that an administrator, who needs not be a Shareholder of the Company, is appointed by the shareholders of the General Partner to effect urgent or mere administrative acts, until a general meeting of Shareholders is held, which such administrator will convene within fifteen (15) days of its appointment. At such general meeting, the Shareholders may appoint, in accordance with the quorum and majority requirements applicable to the amendment of these Articles, a new general partner (the "New General Partner") approved or likely to be approved by the CSSF. Failing such appointment within the aforementioned period, the Company will be dissolved and liquidated.

Any New general partner must adhere to the rules that have been accepted by the General Partner as well as the restrictions imposed on the New General Partner pursuant to the provisions of the Prospectus. The Custodian shall be kept informed and may decide to cease carrying out its duties as custodian of the Company.

The appointment of a New General Partner is not subject to the approval of the General Partner.

16. Powers of the general partner. Except as may be expressly limited by the provisions of applicable laws and these Articles, the General Partner is vested with the broadest powers to perform all administrative and disposal actions falling within the purpose of the Company, including but not limited to:

(a) to direct the formulation of investment policies and strategies for the Company;

(b) to investigate, select, negotiate, structure, purchase, invest in, hold, pledge, exchange, transfer and sell or otherwise dispose of an Investment;

(c) to monitor the performance of any Investment, to designate, if applicable, members of the board of directors or creditor committee (as the case may be) of Portfolio Companies in which the Company would have directly or indirectly invested or to obtain equivalent representation, to exercise all rights, powers, privileges and other incidents of ownership or possession with respect to Investments and to take whatever action, including any decisive steps relating to interests issued by such Investments, as may be necessary or advisable as determined by the General Partner in its sole and absolute discretion;

(d) to form subsidiaries and or other holding or investment entities in connection with the Company's business;

(e) to enter into any kind of activity and to enter into, perform and carry out contracts of any kind necessary to, in connection with, or incidental to the accomplishment of the purposes of the Company, including but not limited to any Subscription Agreements or side letters entered into with Shareholders;

(f) except as may be expressly limited by the provisions herein, to act alone to execute, sign, seal and deliver in the name and on behalf of the Company any and all agreements, certificates, instruments or other documents necessary to carry out the intentions and purposes of the Company;

(g) to open, maintain and close bank accounts and draw checks or other orders for the payment of money and open, maintain and close brokerage, money market fund and similar accounts;

(h) to employ, engage and dismiss (with or without cause), on behalf of the Company, any person, including an Affiliate of any Shareholder, to perform services for, or furnish goods to, the Company;

(i) to hire, for usual and customary payments and expenses, consultants, brokers, attorneys, accountants and such other agents for the Company as it may deem necessary or advisable, and authorize, any such agent to act for and on behalf of the Company;

(j) to purchase insurance policies on behalf of the Company, including for director and officer liability and other liabilities; and

(k) to pay all fees and expenses of the Company and the General Partner in accordance with the Prospectus.

Notwithstanding the foregoing, the General Partner may delegate the daily management of the Company and/or of the management of the assets of the Company (including but not limited to investment and divestment decisions, and any or all the foregoing) of the Company and the representation of the Company within such daily management and/or management of the assets to one or more persons or committees of its choice (including but not limited to the Sponsor) or delegate special powers or proxies, or entrust specific permanent or temporary functions to persons or committees chosen by it.

17. Actions by the general partner.

17.1 Except as may be expressly limited by the provisions of these Articles, the General Partner shall be specifically authorized to act alone to execute, sign, seal and deliver in the name and on behalf of the Company any and all agreements, certificates, undertakings, instruments or other documents necessary to carry out the intentions and purposes of these Articles and of the Company.

17.2 The General Partner, in its discretion, may enter into, terminate or approve any modifications or amendments of, any service, advisory, management or other agreement entered into in the name and on behalf of the Company.

17.3 Any documentation, analysis, data or other information gathered or produced by the General Partner in connection with the management of the Company shall become the property of the General Partner.

18. Representation of the company. Vis-à-vis third parties, the Company is validly bound by the sole signature of the General Partner, acting through one or more duly authorised signatories, as designated by the General Partner in its sole discretion or by the signature(s) of any other person(s) to whom signatory power has been delegated by the General Partner, within the limits of such power.

Any resolution of a general meeting of Shareholders creating rights or obligations of the Company vis-à-vis third parties must be approved by the General Partner. Any resolution of a general meeting of Shareholders to the effect of amending the articles of incorporation must be passed with the special quorum and voting requirements disclosed under Article 29 below and the consent of the General Partner. Each amendment to the Articles entailing a variation of rights of a Class must be approved by a resolution of the general meeting of Shareholders of the Company and of separate meeting(s) of the holders of Shares of the relevant Class or Classes concerned and with the consent of the General Partner.

19. Indemnification.

19.1 The Company shall, to the fullest extent permitted by applicable law, indemnify and hold harmless each Covered Person (as defined hereafter) (i) out of any Company distributions to which Shareholders are entitled, or (ii) by calling a Further Drawdown from the Shareholders, from and against any and all claims, demands, liabilities, costs, expenses, damages, losses, suits, proceedings and actions, whether judicial, administrative, investigative or otherwise, of whatever nature, liquidated or unliquidated ("Claims"), that may accrue to or be incurred by any Covered Person, or in which any Covered Person may become involved, as a party or otherwise, or with which any Covered Person may be threatened, relating to or arising out of the investment or other activities of the Company, activities undertaken in connection with the Company, or otherwise relating to or arising out of these Articles or the Prospectus, including amounts paid in satisfaction of judgements, in compromise or as fines or penalties, and counsel fees and expenses incurred in connection with the preparation for or defence or disposition of any investigation, action, suit, arbitration or other proceeding (a "Proceeding"), whether civil or criminal (all of such Claims, amounts and expenses referred to in this Article 19.1 are referred to collectively as "Damages"), except to the extent that it shall have been determined by a non-appealable final decision of a court of competent Luxembourg jurisdiction that such Damages were directly caused by Disabling Conduct (as defined hereafter) of such Covered Person.

For purposes of this Article 19.1:

(i) "Covered Person" shall mean the General Partner, the Sponsor or any of its Affiliates acting as investment adviser and/or investment manager of the Company and/or the General Partner in connection with the management of the Company, and each of their respective Affiliates; each of the current and former shareholders, officers, directors, employees, partners, members, managers, advisers, representatives and agents of any of the General Partner, the Sponsor and each of their respective Affiliates; and any other person designated by the General Partner as a Covered Person who serves at the request of the General Partner on behalf of the Company as an officer, director, employee, partner, member, agent of any other person that is an Affiliate of the General Partner or the Company, including in particular any person nominated by the General Partner and/or the Company to be a director, an advisor or member of the supervisory board, member of the advisory committee or member of the investors committee (or any equivalent position) of a Portfolio Company and any duly appointed member of the Investors Committee.

(ii) "Disabling Conduct" shall mean an act or omission by such person constituting gross negligence ("faute lourde"), its wilful misconduct (" dol"),, or a fraud (" fraude") causing a material adverse effect on the assets of the Company.

19.2 Reasonable expenses (including legal fees) incurred by a Covered Person in defence or settlement of any Claim that may be subject to a right of indemnification pursuant to this Article 19 may be advanced by the Company prior to the final disposition thereof upon receipt of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be determined by a final non-appealable decision of a court of competent Luxembourg jurisdiction that the Covered Person was not entitled to be indemnified hereunder.

19.3 The provisions of this Article 19 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Article 19 and regardless of any subsequent amendment to these Articles or the Prospectus, and no amendment to these Articles or the Prospectus shall reduce or restrict the extent to which these indemnification provisions apply to actions taken or omissions made prior to the date of such amendment.

19.4 The right of any Covered Person to the indemnification provided in this Article 19 shall be cumulative with, and in addition to, any and all rights to which such Covered Person may otherwise be entitled by contract or as a matter of law and shall extend to such Covered Person's successors, assigns, heirs and legal representatives.

20. Conflicts of interest. No contract or other transaction between the Company and any other entity shall be affected or invalidated by the fact that the General Partner or any other director or officer of the General Partner is interested in, or is a director, associate, officer, shareholder, partner, member or employee of, such other entity.

Any director or officer of the General Partner who serves as a director, associate, officer, shareholder, partner member or employee of any entity with which the Company shall contracts or otherwise engages in business shall not, by reason of such affiliation with such other entity, be prevented from considering and voting or acting upon any matters with respect to such contract or other business.

By acquiring a Share in the Company, each Shareholder will be deemed to have acknowledged the existence of any actual and potential conflicts of interest referred to in this Article and the Prospectus, including in its sections entitled "Risk Factors" and "Potential Conflicts of Interest", and to have waived any claims with respect to the existence of any such conflicts of interest.

21. FATCA Provisions.

21.1 Each Shareholder agrees to provide the Company or any intermediary through which it directly or indirectly owns its interest with the Holder FATCA Information and to permit the Company and the General Partner (on behalf of the Company) to share such information with the applicable taxing authorities.

21.2 The Company is authorized, in accordance with Article 9, to compel a FATCA Recalcitrant Shareholder to sell its interest in its Shares, or may sell such FATCA Recalcitrant Shareholder's interest on behalf of such FATCA Recalcitrant Shareholder at a fixed price equal to the lower of the following two amounts: (i) the paid-up amount attributable to the Shares held by a FATCA Recalcitrant Shareholder, net of any distributions received by such FATCA Recalcitrant Shareholder with respect thereto and (ii) the latest available Net Asset Value of the relevant FATCA Recalcitrant Shareholder's Shares. In accordance with Article 9.3.4, the proceeds available to a FATCA Recalcitrant Shareholder will be subject to deductions for expenses, fees, damages, and taxes, also for any deduction for withholding taxes pursuant to FATCA as set forth in Article 21.3.

21.3 The Company is authorized to withhold 30 per cent. on all payments made to a FATCA Recalcitrant Shareholder pursuant to FATCA and no additional amounts will be paid in respect of any such amounts withheld.

21.4 The Company is authorized to enter into an agreement with the United States Internal Revenue Service described in Section 1471(b)(1) of the U.S. Code and to make any amendments to the Articles reasonably necessary to enable the Company to comply with FATCA and to cause its Shareholders to provide the Holder FATCA Information.

22. Custodian. The Company will enter into a custody agreement with a Luxembourg bank (the "Custodian") which meets the requirements of the Luxembourg laws and 2007 Law.

In the performance of its duties, the Custodian must act independently and exclusively in the interest of the Shareholders.

If the Custodian desires to retire, the General Partner shall use its best endeavours to find a successor custodian bank and will appoint it in replacement of the retiring Custodian. The General Partner may terminate the appointment of the Custodian but shall not remove the Custodian unless and until a successor custodian bank shall have been appointed to act in the place thereof. The functions and responsibilities of the Custodian in accordance with the 2007 Law shall be transferred to the successor Custodian within three (3) months time, with the prior approval of the CSSF.

23. Independent Auditor. The business of the Company and its financial situation, including more in particular its books and accounts, shall be reviewed by an independent auditor (""réviseur d'entreprise agréé"), who need not be a Shareholder and who shall carry out duties prescribed by the 2007 Law. The independent auditor will be elected by the general meeting of Shareholders for a period not exceeding six (6) years, and will hold office until its successor is elected. The independent auditor is re-eligible and may be removed at any time, with or without cause, by a resolution adopted by the general meeting of Shareholders.

The independent auditor will perform the verifications and audits provided for by law. It will, in particular, certify the accuracy and regularity of the accounts and any information of an accounting nature contained in the management reports, and inform the General Partner's shareholders and the CSSF of any irregularities or inaccuracies noted in the performance of its mission.

24. General Meeting of shareholders. The general meeting of Shareholders represents all the Shareholders of the Company. Unless otherwise provided for by law or herein under Articles 18 and 29, the resolutions of the general meeting of Shareholders must be approved by the General Partner and a majority of at least fifty per cent (50%) of the votes cast during the meeting. The general meeting of Shareholders has the powers expressly reserved to it by law and these Articles provided that no resolution shall be adopted unless it is approved by the General Partner.

The general meeting of Shareholders shall represent the entire body of Shareholders of the Company. Its resolutions shall be binding upon all the Shareholders of the Company.

All general meetings of Shareholders shall be chaired by the General Partner.

Any resolution of a general meeting of Shareholders convened for purposes of deciding upon a proposed amendment to these Articles must be passed with the special quorum and requirements referred to in Article 29 below.

The general meeting of Shareholders of the Company shall meet when convened by the General Partner.

If all the Shareholders are present or represented at the general meeting of the Shareholders, the meeting may be held without prior notice to the extent that the Shareholders expressly acknowledge that they have been informed of the agenda of the meeting or waive prior notice of such meeting.

The annual general meeting of the Company shall be held in the City of Luxembourg, at the registered office of the Company or at such other place as may be specified in the convening notice sent by the General Partner, at 3.00 p.m. on 30 May. If such day is not a Business Day, the meeting will be held on the following Business Day.

Other general meetings of Shareholders may be held at such places and times specified in their respective convening notices. Each Share is entitled to one (1) vote in compliance with Luxembourg law and these Articles. Shareholders may act either in person or by giving a written proxy to another person who need not be a Shareholder of the Company.

Any Shareholder may participate in a general meeting of the Shareholders by conference call, video conference, or similar means of communications equipment whereby (i) the Shareholders attending the meeting can be identified, (ii) all persons participating in the meeting can hear and speak to each other, (iii) the transmission of the meeting is performed on an on-going basis, and (iv) the Shareholders can properly deliberate. Participation in a meeting by such means shall constitute presence of such person at such meeting. The General Partner may determine all other conditions that must be fulfilled by the Shareholders for them to take part in any meeting of Shareholders.

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

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

The last fiscal year may exceptionally end on the final liquidation date of the Company.

27. Annual report. The Company shall prepare and publish an audited annual report within a period of six (6) months as of the end of each financial year as well as interim reports under the conditions set forth in the Prospectus.

28. Distributions. The right to distributions under any form (including any distribution of dividends, proceeds, reimbursement or redemption of Shares) is determined by the General Partner in accordance with the provisions of the Prospectus. No distribution of any proceeds can take place if, subsequent to such distribution, the share capital of the Company would fall below the minimum capital provided for by law.

No distribution shall result in the issued capital of the Company falling below one million two hundred fifty thousand Euros (EUR 1,250,000).

29. Amendments to the articles of incorporation. The quorum for any general meeting of Shareholders convened for purposes of deciding upon a proposed amendment to these Articles is equal to 50 % of the capital of the Company. If the quorum is not met, a second meeting may be convened, which shall validly deliberate regardless of the proportion of the capital represented at the meeting. At both meetings, resolutions must be approved by the General Partner and a majority of at least two thirds of the votes cast during the meeting. As an exception to the foregoing, the approval of the General Partner shall not be required for an amendment of these Articles pursuant to a Shareholder decision to transfer the management of the Company as a result of a "Divorce for Fault" procedure set forth in the Prospectus.

30. Dissolution of the company. The General Partner may decide to dissolve the Company at any time with the prior consent of the Shareholders obtained pursuant to the quorum and majority conditions required for purposes of amending these Articles. The General Partner shall inform the Custodian of any such proposal prior to the meeting of the Shareholders.

In addition, the Company might be dissolved if the General Partner is dissolved or subject to insolvency or liquidation proceedings, or if the General Partner ceases to be in business for any reason. In such a situation, the Company will not be dissolved if the Shareholders decide to continue the Company and transfer its management to a New General Partner, pursuant to the provisions of Article 15. Any New general partner must adhere to the rules that have been accepted by the General Partner as well as the restrictions imposed on the New General Partner pursuant to the provisions of the Prospectus. The Custodian shall be kept informed and may decide to cease carrying out its duties as custodian of the Company.

If the share capital of the Company, increased by any share premiums, falls below two thirds (2/3) of one million two hundred fifty thousand euro (EUR 1,250,000), the General Partner must submit the question of the dissolution of the Company to a general meeting of Shareholders for which no quorum shall be prescribed and which shall decide by a simple majority of the votes cast at the meeting.

If the share capital of the Company, increased by any share premiums, falls below a quarter (1/4) of one million two hundred fifty thousand euro (EUR 1,250,000), the General Partner must submit the question of the dissolution of the

Company to a general meeting of Shareholders for which no quorum shall be prescribed and which shall be approved by Shareholders holding one fourth (1/4) of the Shares present or represented at the meeting.

The meeting must be convened so that it is held within a period of forty (40) days from the ascertainment that the capital has fallen below two thirds (2/3) or a quarter (1/4) of the minimum capital.

31. Liquidation. Upon the liquidation of the Company, the general meeting of Shareholders shall appoint one or more liquidators in charge of the liquidation procedure in accordance with the provisions of the 1915 Law and the 2007 Law. The liquidator(s) must be approved by the CSSF. The General Partner may be appointed as liquidator.

The liquidator appointed in accordance with the preceding paragraph will be vested with the broadest powers to sell the Company's assets, pay any creditors and distribute the remaining balance amongst the Shareholders. The liquidation period will end once the Company has been able to sell or distribute all the Investments.

The Company may be liquidated upon a decision of the General Partner or the general meeting of Shareholders in accordance with the provisions of the 1915 Law and the 2007 Law. The General Partner shall cause the Company to pay all costs of liquidation and all the debts, obligations and liabilities of the Fund, and shall make adequate provisions for any present or future or foreseeable obligations, in each case to the extent of the Company's assets. Any remaining proceeds and assets shall be distributed to the Shareholders and shall also be used to reimburse the paid-up capital to the holder of the Management Share(s).

The General Partner will verify, on the final liquidation date, that any and all amounts due to Shareholders in accordance with paragraphs 1. to 3. of article 13.3 of the Prospectus have been paid. If not, the General Partner shall proceed as described in article 17.2 of the Prospectus.

The amounts unclaimed by the Shareholders upon expiry of the liquidation procedure will be deposited with the Caisse de Consignation of Luxembourg in favour of whom it may concern. If such amounts are not claimed before the time bar, they will be deemed lost.

32. Merger - Spin-off.

32.1 A general meeting of shareholders of any Class may, upon proposal from the General Partner and with its approval, redeem all the Shares of such Class and refund to the Shareholders the Net Asset Value of their Shares (taking into account actual realisation prices of investments and realisation expenses) determined as at the valuation date at which such decision shall take effect. There shall be no quorum requirements for such a general meeting of Shareholders at which resolutions shall be adopted by simple majority of the votes cast.

Assets which may not be distributed to their beneficiaries upon the implementation of the redemption will be deposited with the Caisse de Consignation on behalf of the persons entitled thereto.

32.2 Subject to the provisions of Article 291 (4) and (5) of the 1915 Law, the General Partner may either merge, in whole or in part, the Company with another fund that it manages, or split the Company into 2 (two) or more specialized investment funds (fonds d'investissement specialises) that it manages, in accordance with the provisions prescribed by applicable law and regulations. Such merger or spin off transactions may only be carried out less than 1 (one) month after consulting the Shareholders, with the prior approval of the CSSF.

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

Transitory provisions

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

The first annual general meeting of Shareholders shall be held in 2014.

Subscription and Payment

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

Subscriber	Management Share	Class A Shares	Subscribed Capital (EUR)
Five Arrows Credit Solutions General Partner	1	9	1,000
Five Arrows Principal Investments International Feeder S.C.A. SICAR	0	300	30,000
Total	1	309	31,000

Proof of the payment in cash of the amount of 31,000.- EUR has been given to the undersigned notary.

Expenses

The expenses, costs, remunerations or charges in any form whatsoever which shall be borne by the Company as a result of its formation are estimated at approximately 2.800,- EUR.

Statements

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

General Meeting of shareholders

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

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

First resolution

The following entity is elected auditor until the next annual general meeting of Shareholders is held:

Mazars Luxembourg, a société anonyme incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 10A, rue Henri M. Schnadt, L-2530 Luxembourg (R.C.S. Luxembourg, section B number 159 962).

Second resolution

The registered office of the Company is fixed at 3, rue Goethe, L-1637 Luxembourg.

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

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

Signé: Max MAYER, Jean SECKLER.

Enregistré à Grevenmacher, le 11 avril 2013. Relation GRE/2013/1489. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): G. SCHLINK.

Référence de publication: 2013049174/876.

(130060030) Déposé au registre de commerce et des sociétés de Luxembourg, le 17 avril 2013.

Steam LuxCo S.à r.l., Société à responsabilité limitée.

Siège social: L-2540 Luxembourg, 26-28, rue Edward Steichen.

R.C.S. Luxembourg B 176.676.

STATUTES

In the year two thousand and thirteen, on the fifteenth day of April.

Before Maître Marc Loesch, notary, residing in Mondorf-les-Bains, Grand Duchy of Luxembourg.

There appeared the following:

TRITON MASTERLUXCO 3 S.à r.l., a société à responsabilité limitée governed by the laws of the Grand Duchy of Luxembourg, having a share capital of twelve thousand five hundred euro and nineteen cents (EUR 12,500.19), with registered office at 26-28, rue Edward Steichen, L-2540 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B 143.926,

represented by Me Marc Frantz, lawyer, residing in Luxembourg,

by virtue of a proxy under private seal given on 15 April 2013; such proxy, signed by the proxyholder and the undersigned notary, will remain annexed to the present deed for the purpose of registration.

The following articles of incorporation of a company have then been drawn-up:

Chapter I. - Form, Name, Registered office, Object, Duration

Art. 1. Form, Name. There is hereby established a société à responsabilité limitée (the "Company") governed by the laws of the Grand Duchy of Luxembourg (the "Laws") and by the present articles of incorporation (the "Articles of Incorporation").

The Company may be composed of one single shareholder, owner of all the shares, or several shareholders, but not exceeding forty (40) shareholders.

The Company will exist under the name of "Steam LuxCo S.a r.l.".

Art. 2. Registered Office. The Company will have its registered office in the City of Luxembourg.

The registered office may be transferred to any other place within the City of Luxembourg by a resolution of the Manager(s).

Branches or other offices may be established either in the Grand Duchy of Luxembourg or abroad by resolution of the Manager(s).

In the event that, in the view of the Manager(s), extraordinary political, economic or social developments occur or are imminent that would interfere with the normal activities of the Company at its registered office or with the ease of communications with such office or between such office and persons abroad, the Company may temporarily transfer the registered office abroad, until the complete cessation of these abnormal circumstances. Such temporary measures will have no effect on the nationality of the Company, which, notwithstanding the temporary transfer of the registered office, will remain a company governed by the Laws. Such temporary measures will be taken and notified to any interested parties by the Manager(s).

Art. 3. Object. The object of the Company is the acquisition, holding and disposal of interests in Luxembourg and/or in foreign companies and undertakings, as well as the administration, development and management of such interests.

The Company may provide loans and financing in any other kind or form or grant guarantees or security in any other kind or form, in favour of the companies and undertakings forming part of the group of which the Company is a member.

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

The Company may borrow in any kind or form and privately issue bonds, notes or any other debt instruments as well as warrants or other share subscription rights.

In a general fashion, the Company may carry out any commercial, industrial or financial operation, which it may deem useful in the accomplishment and development of its purposes.

Art. 4. Duration. The Company is formed for an unlimited duration.

It may be dissolved at any time by a resolution of the shareholder(s), voting with the quorum and majority rules set by the Laws or by the Articles of Incorporation, as the case may be pursuant to article 29 of the Articles of Incorporation.

Chapter II. Capital, Shares

Art. 5. Issued Capital. The issued capital of the Company is set at twelve thousand five hundred euro (EUR 12,500.-) divided into one million two hundred fifty thousand (1,250,000) shares with a nominal value of one euro cent (EUR 0.01) each, all of which are fully paid up.

The rights and obligations attached to the shares shall be identical except to the extent otherwise provided by the Articles of Incorporation or by the Laws.

In addition to the issued capital, there may be set up a premium account to which any premium paid on any share in addition to its nominal value is transferred. The amount of the premium account may be used to provide for the payment of any shares which the Company may repurchase from its shareholder(s), to offset any net realised losses, to make distributions to the shareholder(s) in the form of a dividend or to allocate funds to the legal reserve.

Art. 6. Shares. Each share entitles to one vote.

Each share is indivisible as far as the Company is concerned.

Co-owners of shares must be represented towards the Company by a common representative, whether appointed amongst them or not.

When the Company is composed of a single shareholder, the single shareholder may freely transfer its shares.

When the Company is composed of several shareholders, the shares may be transferred freely amongst shareholders but the shares may be transferred to non-shareholders only with the authorisation of shareholders representing at least three quarters (3/4) of the capital.

The transfer of shares must be evidenced by a notarial deed or by a private contract. Any such transfer is not binding upon the Company or upon third parties unless duly notified to the Company or accepted by the Company, pursuant to article 1690 of the Luxembourg Civil Code.

The Company may acquire its own shares with a view to their immediate cancellation.

Ownership of a share carries implicit acceptance of the Articles of Incorporation and of the resolutions validly adopted by the shareholder(s).

Art. 7. Increase and Reduction of Capital. The issued capital of the Company may be increased or reduced one or several times by a resolution of the shareholder(s) adopted in compliance with the quorum and majority rules set by the Articles of Incorporation or, as the case may be, by the Laws for any amendment of the Articles of Incorporation.

Art. 8. Incapacity, Death, Suspension of civil rights, Bankruptcy or Insolvency of a Shareholder. The incapacity, death, suspension of civil rights, bankruptcy, insolvency or any other similar event affecting the shareholder(s) does not put the Company into liquidation.

Chapter III. Managers, Auditors

Art. 9. Managers. The Company shall be managed by one or several managers who need not be shareholders themselves (the "Manager(s)").

If two (2) Managers are appointed, they shall jointly manage the Company.

If more than two (2) Managers are appointed, they shall form a board of managers (the "Board of Managers").

The Managers will be appointed by the shareholder(s), who will determine their number and the duration of their mandate. The Managers are eligible for re-appointment and may be removed at any time, with or without cause, by a resolution of the shareholder(s).

The shareholder(s) may decide to qualify the appointed Managers as class A Managers (the "Class A Managers") or class B Managers (the "Class B Managers").

The shareholder(s) shall neither participate in nor interfere with the management of the Company.

Art. 10. Powers of the Managers. The Managers are vested with the broadest powers to perform all acts necessary or useful for accomplishing the Company's object.

All powers not expressly reserved by the Articles of Incorporation or by the Laws to the general meeting of shareholder (s) or to the auditor(s) shall be within the competence of the Managers.

Art. 11. Delegation of Powers - Representation of the Company. The Manager(s) may delegate special powers or proxies, or entrust determined permanent or temporary functions to persons or committees chosen by them.

The Company will be bound towards third parties by the individual signature of the sole Manager or by the joint signatures of any two Manager(s) if more than one Manager has been appointed.

However, if the shareholder(s) have qualified the Managers as Class A Managers or Class B Managers, the Company will only be bound towards third parties by the joint signatures of one Class A Manager and one Class B Manager.

The Company will further be bound towards third parties by the joint signatures or sole signature of any person to whom special power has been delegated by the Manager(s), but only within the limits of such special power.

Art. 12. Meetings of the Board of Managers. In case a Board of Managers is formed, the following rules shall apply:

The Board of Managers may appoint from among its members a chairman (the "Chairman"). It may also appoint a secretary, who need not be a Manager himself and who will be responsible for keeping the minutes of the meetings of the Board of Managers (the "Secretary").

The Board of Managers will meet upon call by the Chairman. A meeting of the Board of Managers must be convened if any two (2) of its members so require.

The Chairman will preside over all meetings of the Board of Managers, except that in his absence the Board of Managers may appoint another member of the Board of Managers as chairman pro tempore by majority vote of the Managers present or represented at such meeting.

Except in cases of urgency or with the prior consent of all those entitled to attend, at least three (3) calendar days' written notice of meetings of the Board of Managers shall be given in writing and transmitted by any means of communication allowing for the transmission of a written text. Any such notice shall specify the time and the place of the meeting as well as the agenda and the nature of the business to be transacted. The notice may be waived by properly documented consent of each member of the Board of Managers. No separate notice is required for meetings held at times and places specified in a time schedule previously adopted by resolution of the Board of Managers.

The meetings of the Board of Managers shall be held in Luxembourg or at such other place as the Board of Managers may from time to time determine.

Any Manager may act at any meeting of the Board of Managers by appointing in writing, transmitted by any means of communication allowing for the transmission of a written text, another Manager as his proxy. Any Manager may represent one or several members of the Board of Managers.

A quorum of the Board of Managers shall be the presence or representation of at least half (1/2) of the Managers holding office, provided that in the event that the Managers have been qualified as Class A Managers or Class B Managers, such quorum shall only be met if at least one (1) Class A Manager and one (1) Class B Manager are present or represented.

Decisions will be taken by a majority of the votes of the Managers present or represented at such meeting.

One or more Managers may participate in a meeting by conference call, videoconference or any other similar means of communication enabling thus several persons participating therein to simultaneously communicate with each other. Such participation shall be deemed equivalent to a physical presence at the meeting.

A written decision, signed by all the Managers, is proper and valid as though it had been adopted at a meeting of the Board of Managers which was duly convened and held. Such a decision may be documented in a single document or in several separate documents having the same content and each of them signed by one or several Managers.

Art. 13. Resolutions of the Managers. The resolutions of the Manager(s) shall be recorded in writing.

The minutes of any meeting of the Board of Managers will be signed by the Chairman of the meeting and by the secretary (if any). Any proxies will remain attached thereto.

Copies or extracts of written resolutions or minutes, to be produced in judicial proceedings or otherwise, may be signed by the sole Manager or by any two (2) Managers acting jointly if more than one Manager has been appointed.

Art. 14. Management Fees and Expenses. Subject to approval by the shareholder(s), the Manager(s) may receive a management fee in respect of the carrying out of their management of the Company and may, in addition, be reimbursed for all other expenses whatsoever incurred by the Manager(s) in relation to such management of the Company or the pursuit of the Company's corporate object.

Art. 15. Conflicts of Interest. If any of the Managers of the Company has or may have any personal interest in any transaction of the Company, such Manager shall disclose such personal interest to the other Manager(s) and shall not consider or vote on any such transaction.

In case of a sole Manager it suffices that the transactions between the Company and its Manager, who has such an opposing interest, be recorded in writing.

The foregoing paragraphs of this Article do not apply if (i) the relevant transaction is entered into under fair market conditions and (ii) falls within the ordinary course of business of the Company.

No contract or other transaction between the Company and any other company or firm shall be affected or invalidated by the mere fact that any one or more of the Managers or any officer of the Company has a personal interest in, or is a manager, associate, member, shareholder, officer or employee of such other company or firm. Any person related as described above to any company or firm with which the Company shall contract or otherwise engage in business shall not, by reason of such affiliation with such other company or firm, be automatically prevented from considering, voting or acting upon any matters with respect to such contract or other business.

Art. 16. Managers' Liability - Indemnification. No Manager commits himself, by reason of his functions, to any personal obligation in relation to the commitments taken on behalf of the Company.

Manager(s) are only liable for the performance of their duties.

The Company shall indemnify any Manager, officer or employee of the Company and, if applicable, their successors, heirs, executors and administrators, against damages and expenses reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been Manager(s), officer or employee of the Company, or, at the request of the Company, any other company of which the Company is a shareholder or creditor and by which he is not entitled to be indemnified, except in relation to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Company is advised by its legal counsel that the person to be indemnified is not guilty of gross negligence or misconduct. The foregoing right of indemnification shall not exclude other rights to which the persons to be indemnified pursuant to the Articles of Incorporation may be entitled.

Art. 17. Auditors. Except where according to the Laws, the Company's annual statutory and/or consolidated accounts must be audited by an approved statutory auditor (réviseur d'entreprises agréé), the business of the Company and its financial situation, including in particular its books and accounts, may, and shall in the cases provided by law, be reviewed by one or more statutory auditors who need not be shareholders themselves.

The statutory or approved statutory auditor(s) (réviseur(s) d'entreprises agréé(s)), if any, will be appointed by the shareholder(s), which will determine the number of such auditors and the duration of their mandate. They are eligible for re-appointment. They may be removed at any time, with or without cause, by a resolution of the shareholder(s), save in such cases where the approved statutory auditor (réviseur d'entreprises agréé) may, as a matter of the Laws, only be removed for serious cause or by mutual agreement.

Chapter IV. Shareholders

Art. 18. Powers of the Shareholders. The shareholder(s) shall have such powers as are vested in them pursuant to the Articles of Incorporation and the Laws. The single shareholder carries out the powers bestowed on the general meeting of shareholders.

Any properly constituted general meeting of shareholders of the Company represents the entire body of shareholders.

Art. 19. Annual General Meeting. The annual general meeting of shareholders, of which one must be held where the Company has more than twenty-five (25) shareholders, will be held on the third Friday of May at 3:00 p.m..

If such day is a day on which banks are not generally open for business in Luxembourg, the meeting will be held on the next following business day.

Art. 20. Other General Meetings. If the Company is composed of several shareholders, but no more than twenty-five (25) shareholders, resolutions of the shareholders may be passed in writing. Written resolutions may be documented in a single document or in several separate documents having the same content and each of them signed by one or several shareholders. Should such written resolutions be sent by the Manager(s) to the shareholders for adoption, the shareholders are under the obligation to, within a time period of fifteen (15) calendar days from the dispatch of the text of the proposed resolutions, cast their written vote by returning it to the Company through any means of communication allowing for the transmission of a written text. The quorum and majority requirements applicable to the adoption of resolutions by the general meeting of shareholders shall mutatis mutandis apply to the adoption of written resolutions.

General meetings of shareholders, including the annual general meeting of shareholders will be held at the registered office of the Company or at such other place in the Grand Duchy of Luxembourg, and may be held abroad if, in the judgement of the Manager(s), which is final, circumstances of force majeure so require.

Art. 21. Notice of General Meetings. Unless there is only one single shareholder, the shareholders may also meet in a general meeting of shareholders upon issuance of a convening notice in compliance with the Articles of Incorporation or the Laws, by the Manager(s), subsidiarily, by the statutory auditor(s) (if any) or, more subsidiarily, by shareholders representing more than half (1/2) of the capital.

The convening notice sent to the shareholders will specify the time and the place of the meeting as well as the agenda and the nature of the business to be transacted at the relevant general meeting of shareholders. The agenda for a general meeting of shareholders shall also, where appropriate, describe any proposed changes to the Articles of Incorporation and, if applicable, set out the text of those changes affecting the object or form of the Company.

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

Art. 22. Attendance - Representation. All shareholders are entitled to attend and speak at any general meeting of shareholders.

A shareholder may act at any general meeting of shareholders by appointing in writing, transmitted by any means of communication allowing for the transmission of a written text, another person who need not be a shareholder himself, as a proxy holder.

Art. 23. Proceedings. Any general meeting of shareholders shall be presided over by the Chairman or by a person designated by the Manager(s) or, in the absence of such designation, by the general meeting of shareholders.

The Chairman of the general meeting of shareholders shall appoint a secretary.

The general meeting of shareholders shall elect one (1) scrutineer to be chosen from the persons attending the general meeting of shareholders.

The Chairman, the secretary and the scrutineer so appointed together form the board of the general meeting.

Art. 24. Vote. At any general meeting of shareholders other than a general meeting convened for the purpose of amending the Articles of Incorporation of the Company or voting on resolutions whose adoption is subject to the quorum and majority requirements of an amendment to the Articles of Incorporation, as the case may be, to the quorum and majority rules set for the amendment of the Articles of Incorporation, resolutions shall be adopted by shareholders representing more than half (1/2) of the capital. If such majority is not reached at the first meeting (or consultation in writing), the shareholders shall be convened (or consulted) a second time and resolutions shall be adopted, irrespective of the number of shares represented, by a simple majority of votes cast.

At any general meeting of shareholders, convened in accordance with the Articles of Incorporation or the Laws, for the purpose of amending the Articles of Incorporation of the Company or voting on resolutions whose adoption is subject to the quorum and majority requirements of an amendment to the Articles of Incorporation, the majority requirements shall be a majority of shareholders in number representing at least three quarters (3/4) of the capital.

Art. 25. Minutes. The minutes of the general meeting of shareholders shall be signed by the shareholders present and may be signed by any shareholders or proxies of shareholders, who so request.

The resolutions adopted by the single shareholder shall be documented in writing and signed by the single shareholder.

Copies or extracts of the written resolutions adopted by the shareholder(s) as well as of the minutes of the general meeting of shareholders to be produced in judicial proceedings or otherwise may be signed by the sole Manager or by any two (2) Managers acting jointly if more than one Manager has been appointed.

Chapter V. Financial year, Financial statements, Distribution of profits

Art. 26. Financial Year. The Company's financial year begins on the first day of January and ends on the last day of December of each year.

Art. 27. Adoption of Financial Statements. At the end of each financial year, the accounts are closed and the Manager (s) draw up an inventory of assets and liabilities, the balance sheet and the profit and loss account, in accordance with the Laws.

The annual statutory and/or consolidated accounts are submitted to the shareholder(s) for approval.

Each shareholder or its representative may peruse these financial documents at the registered office of the Company. If the Company is composed of more than twenty-five (25) shareholders, such right may only be exercised within a time period of fifteen (15) calendar days preceding the date set for the annual general meeting of shareholders.

Art. 28. Distribution of Profits. From the annual net profits of the Company, at least five per cent (5%) shall each year be allocated to the reserve required by law (the "Legal Reserve"). That allocation to the Legal Reserve will cease to be required as soon and as long as the Legal Reserve amounts to ten per cent (10%) of the issued capital of the Company.

After allocation to the Legal Reserve, the shareholder(s) shall determine how the remainder of the annual net profits will be disposed of by allocating the whole or part of the remainder to a reserve or to a provision, by carrying it forward to the next following financial year or by distributing it, together with carried forward profits, distributable reserves or share premium to the shareholder(s), each share entitling to the same proportion in such distributions.

Subject to the conditions (if any) fixed by the Laws and in compliance with the foregoing provisions, the Manager(s) may pay out an advance payment on dividends to the shareholders. The Manager(s) fix the amount and the date of payment of any such advance payment.

Chapter VI. Dissolution, Liquidation

Art. 29. Dissolution, Liquidation. The Company may be dissolved by a resolution of the shareholder(s) adopted by half of the shareholders holding three quarters (3/4) of the capital.

Should the Company be dissolved, the liquidation will be carried out by the Manager(s) or such other persons (who may be physical persons or legal entities) appointed by the shareholder(s), who will determine their powers and their compensation.

After payment of all the debts of and charges against the Company, including the expenses of liquidation, the net liquidation proceeds shall be distributed to the shareholder(s) so as to achieve on an aggregate basis the same economic result as the distribution rules set out for dividend distributions.

Chapter VII. Applicable law

Art. 30. Applicable Law. All matters not governed by the Articles of Incorporation shall be determined in accordance with the Laws, in particular the law of 10 August 1915 on commercial companies, as amended.

Subscription and Payment

The Articles of Incorporation of the Company having thus been recorded by the notary, the Company's shares have been subscribed and the nominal value of these shares has been one hundred per cent (100%) paid in cash as follows:

Shareholder	subscribed capital	number of shares	amount paid-in
Triton Masterluxco 3 S.à r.l.	EUR 12,500.-	1,250,000	EUR 12,500.-
Total:	EUR 12,500.-	1,250,000	EUR 12,500.-

The amount of twelve thousand five hundred euro (EUR 12,500.-) was thus as from that moment at the disposal of the Company, evidence thereof having been submitted to the undersigned notary who states that the conditions provided for in article 183 of the law of 10 August 1915 on commercial companies, as amended, have been observed.

Expenses

The amount of the costs, expenses, fees and charges, of any kind whatsoever, which are due from the Company or charged to it as a result of its incorporation are estimated at approximately one thousand two hundred euro (EUR 1,200.-).

Transitory Provision

The first financial year of the Company will begin on the date of formation of the Company and will end on the last day of December of 2013.

Shareholders' resolutions
First resolution

The sole shareholder resolved to establish the registered office at 26-28, rue Edward Steichen, L-2540 Luxembourg, Grand Duchy of Luxembourg.

Second Resolution

The sole shareholder resolved to set at three (3) the number of Managers and further resolved to appoint the following for an unlimited duration:

- Mr Michiel Kramer, company director, born on 25 January 1961 in Hilversum (The Netherlands), with professional address at 26-28, rue Edward Steichen, L-2540 Luxembourg (Grand-Duchy of Luxembourg), as Class B Manager;

- Mr Heiko Dimmerling, company director, born on 13 January 1970 in Fulda (Germany), with professional address at 26-28, rue Edward Steichen, L-2540 Luxembourg (Grand-Duchy of Luxembourg), as Class B Manager;

- Mr Lars Frankfelt, company director, born on 20 July 1956 in Brännkyrka (Sweden), with professional address at Charter Place 23/27 Seaton Place, St. Helier, Jersey, Channel Islands, JE2 3QL, as Class A Manager.

The undersigned notary who knows and speaks English, stated that on request of the proxyholder of the appearing party, the present deed has been worded in English followed by a French version; on request of the same proxyholder and in case of divergences between the English and the French texts, the English text will prevail.

Whereupon the present deed was drawn up in Luxembourg by the undersigned notary, on the day referred to at the beginning of this document.

The document having been read to the proxyholder of the appearing party, who is known to the undersigned notary by his surname, first name, civil status and residence, such proxyholder signed together with the undersigned notary, this original deed.

Suit la traduction française du texte qui précède:

L'an deux mille treize, le quinzième jour du mois d'avril.

Par devant Maître Marc Loesch, notaire de résidence à Mondorf-les-Bains, Grand-Duché de Luxembourg.

A comparu:

TRITON MASTERLUXCO 3 S.à r.l., une société à responsabilité limitée régie par les lois du Grand-Duché de Luxembourg, ayant un capital social de douze mille cinq cents euros et dix-neuf centimes (EUR 12.500,19), avec siège social au 26-28, rue Edward Steichen, L-2540 Luxembourg, Grand-Duché de Luxembourg et immatriculée au Registre du Commerce et des Sociétés de Luxembourg sous le numéro B 143.926,

représentée par Maître Marc Frantz, avocat, demeurant à Luxembourg,

en vertu d'une procuration sous seing privé donnée le 15 avril 2013; laquelle procuration, signée par le mandataire et le notaire soussigné, restera annexée au présent acte aux fins d'enregistrement.

Chapitre I er . Forme, Dénomination, Siège, Objet, Durée

Art. 1 er . Forme, Dénomination. Il est formé par les présentes une société à responsabilité limitée (la «Société») régie par les lois du Grand-Duché de Luxembourg, (les «Lois»), et par les présents statuts (les «Statuts»).

La Société peut comporter un associé unique, propriétaire de la totalité des parts sociales ou plusieurs associés, dans la limite de quarante (40) associés.

La Société adopte la dénomination «Steam LuxCo S.à r.l.».

Art. 2. Siège Social. Le siège social de la Société est établi dans la ville de Luxembourg.

Le siège social peut être transféré à tout autre endroit de la ville de Luxembourg par une décision des Gérants.

Des succursales ou d'autres bureaux peuvent être établis soit au Grand-Duché de Luxembourg ou à l'étranger par décision des Gérants.

Dans l'hypothèse où les Gérants estiment que des événements extraordinaires d'ordre politique, économique ou social sont de nature à compromettre l'activité normale de la Société à son siège social ou la communication aisée avec ce siège ou entre ce siège et l'étranger ou que de tels événements se sont produits ou sont imminents, la Société pourra transférer provisoirement le siège social à l'étranger jusqu'à cessation complète de ces circonstances anormales. Ces mesures provisoires n'auront aucun effet sur la nationalité de la Société, laquelle, nonobstant ce transfert provisoire du siège, demeurera régie par les Lois. Ces mesures provisoires seront prises et portées à la connaissance de tout intéressé par les Gérants.

Art. 3. Objet. La Société a pour objet l'acquisition, la détention et la cession de participations dans toute société et entreprise luxembourgeoise et/ou étrangère, ainsi que l'administration, la gestion et la mise en valeur de ces participations.

La Société peut fournir des prêts et financements sous quelque forme que ce soit ou consentir des garanties ou sûretés sous quelque forme que ce soit, au profit de sociétés et d'entreprises faisant partie du groupe de sociétés dont la Société fait partie.

La Société peut également investir dans l'immobilier, les droits de propriété intellectuelle ou tout autre actif mobilier ou immobilier sous quelque forme que ce soit.

La Société peut emprunter sous quelque forme que ce soit et procéder à l'émission privée d'obligations, de billets à ordre ou tout autre instrument de dettes ainsi que des bons de souscription ou tout autre droit de souscription d'actions.

D'une façon générale, la Société peut effectuer toute opération commerciale, industrielle ou financière qu'elle estime utile à l'accomplissement et au développement de son objet.

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

Elle peut être dissoute, à tout moment, par une résolution des associés, statuant aux conditions de quorum et de majorité requises par les Lois ou par les Statuts, selon le cas, conformément à l'article 29 des Statuts.

Chapitre II. Capital, Parts sociales

Art. 5. Capital Émis. Le capital émis de la Société est fixé à douze mille cinq cents euros (EUR 12.500,-) divisé en un million deux cent cinquante mille (1.250.000) parts sociales ayant une valeur nominale d'un centime d'euro (EUR 0,01) chacune, celles-ci étant entièrement libérées.

Les droits et obligations inhérents aux parts sociales sont identiques sauf stipulation contraire des Statuts ou des Lois.

En plus du capital émis, un compte prime d'émission peut être établi sur lequel seront transférées toutes les primes d'émission payées sur les parts sociales en plus de la valeur nominale. Le solde de ce compte prime d'émission peut être utilisé pour régler le prix des parts sociales que la Société a rachetées à ses associés, pour compenser toute perte nette réalisée, pour distribuer des dividendes aux associés ou pour affecter des fonds à la réserve légale.

Art. 6. Parts Sociales. Chaque part sociale donne droit à une voix.

Chaque part sociale est indivisible à l'égard de la Société.

Les propriétaires indivis sont tenus de se faire représenter auprès de la Société par un représentant commun désigné ou non parmi eux.

Lorsque la Société ne compte qu'un seul associé, celui-ci peut librement céder ses parts sociales.

Lorsque la Société compte plusieurs associés, les parts sociales sont librement cessibles entre eux et les parts sociales ne peuvent être cédées à des non-associés qu'avec l'autorisation des associés représentant au moins trois quart du capital social.

La cession de parts sociales doit être constatée par acte notarié ou par acte sous seing privé. Une telle cession n'est opposable à la Société ou aux tiers qu'après avoir été dûment notifiée à la Société ou acceptée par elle conformément à l'article 1690 du code civil luxembourgeois.

La Société peut acquérir ses propres parts sociales en vue de leur annulation immédiate.

La propriété d'une part sociale emporte de plein droit acceptation des Statuts de la Société et des décisions valablement adoptées par les associés.

Art. 7. Augmentation et Réduction du Capital. Le capital émis de la Société peut être augmenté ou réduit, en une ou plusieurs fois, par une résolution des associés adoptée aux conditions de quorum et de majorité requises par les Statuts ou, le cas échéant, par les Lois pour toute modification des Statuts.

Art. 8. Incapacité, Décès, Suspension des droits civils, Faillite ou Insolvabilité d'un Associé. L'incapacité, le décès, la suspension des droits civils, la faillite, l'insolvabilité ou tout autre événement similaire affectant un associé n'entraîne pas la mise en liquidation de la Société.

Chapitre III. Gérants, Commissaires

Art. 9. Gérants. La Société est gérée et administrée par un ou plusieurs gérants qui n'ont pas besoin d'être associés (les «Gérants»).

Si deux (2) Gérants sont nommés, ils géreront conjointement la Société.

Si plus de deux (2) Gérants sont nommés, ils formeront un conseil de gérance (le «Conseil de Gérance»).

Les Gérants seront nommés par les associés, qui détermineront leur nombre et la durée de leur mandat. Les Gérants peuvent être renommés et peuvent être révoqués à tout moment, avec ou sans motif, par une résolution des associés.

Les associés pourront qualifier les gérants nommés de Gérants de catégorie A (les «Gérants de Catégorie A») ou Gérants de catégorie B (les «Gérants de Catégorie B»).

Les associés ne participeront ni ne s'immisceront dans la gestion de la Société.

Art. 10. Pouvoirs des Gérants. Les Gérants sont investis des pouvoirs les plus étendus pour accomplir tous les actes nécessaires ou utiles à la réalisation de l'objet social de la Société.

Tous les pouvoirs qui ne sont pas expressément réservés par les Statuts ou par les Lois aux associés relèvent de la compétence des Gérants.

Art. 11. Délégation de Pouvoirs - Représentation de la Société. Les Gérants peuvent déléguer des pouvoirs ou des mandats spéciaux, ou confier des fonctions permanentes ou temporaires à des personnes ou des comités de leur choix.

La Société sera engagée vis-à-vis des tiers par la signature individuelle du Gérant unique ou par la signature conjointe de deux Gérants si plus d'un Gérant a été nommé.

Toutefois, si les associés ont qualifié les Gérants de Gérants de Catégorie A et Gérants de Catégorie B, la Société ne sera engagée vis-à-vis des tiers que par la signature conjointe d'un Gérant de Catégorie A et d'un Gérant de Catégorie B.

La Société sera également engagée vis-à-vis des tiers par la signature conjointe ou par la signature individuelle de toute personne à qui ce pouvoir de signature aura été délégué par les Gérants, mais seulement dans les limites de ce pouvoir.

Art. 12. Réunions du Conseil de Gérance. Dans l'hypothèse où un Conseil de Gérance est formé, les règles suivantes s'appliqueront:

Le Conseil de Gérance peut nommer parmi ses membres un président (le «Président»). Il peut également nommer un secrétaire qui n'a pas besoin d'être lui-même Gérant et qui sera responsable de la tenue des procès-verbaux du Conseil de Gérance (le «Secrétaire»).

Le Conseil de Gérance se réunira sur convocation du Président. Une réunion du Conseil de Gérance doit être convoquée si deux (2) de ses membres le demandent.

Le Président présidera toutes les réunions du Conseil de Gérance, mais en son absence le Conseil de Gérance désignera un autre membre du Conseil de Gérance comme président pro tempore par un vote à la majorité des Gérants présents ou représentés à cette réunion.

Sauf en cas d'urgence ou avec l'accord préalable de tous ceux qui ont le droit d'y assister, une convocation écrite devra être transmise, trois (3) jours calendaires au moins avant la date prévue pour la réunion du Conseil de Gérance, par tout moyen de communication permettant la transmission d'un texte écrit. La convocation indiquera la date, l'heure et le lieu de la réunion ainsi que l'ordre du jour et la nature des affaires à traiter. Il pourra être renoncé à cette convocation par un accord correctement consigné de chaque membre du Conseil de Gérance. Aucune convocation spéciale ne sera requise pour les réunions se tenant à des dates et des lieux déterminés préalablement par une résolution adoptée par le Conseil de Gérance.

Les réunions du Conseil de Gérance se tiendront à Luxembourg ou à tout autre endroit que le Conseil de Gérance pourra déterminer de temps à autre.

Tout Gérant peut se faire représenter aux réunions du Conseil de Gérance en désignant par un écrit, transmis par tout moyen de communication permettant la transmission d'un texte écrit, un autre Gérant comme son mandataire. Tout Gérant peut représenter un ou plusieurs membres du Conseil de Gérance.

Le Conseil de Gérance ne pourra valablement délibérer que si au moins la moitié (1/2) des Gérants en fonction est présente ou représentée, sous réserve que dans l'hypothèse où des Gérants de Catégorie A ou des Gérants de Catégorie B ont été désignés, ce quorum ne sera atteint que si au moins un Gérant de Catégorie A et un Gérant de Catégorie B sont présents ou représentés.

Les décisions seront prises à la majorité des voix des Gérants présents ou représentés à cette réunion.

Un ou plusieurs Gérants peuvent prendre part à une réunion par conférence téléphonique, visioconférence ou tout autre moyen de communication similaire permettant ainsi à plusieurs personnes y participant de communiquer simultanément les unes avec les autres. Une telle participation sera considérée équivalente à une présence physique à la réunion.

Une décision écrite, signée par tous les Gérants, est régulière et valable de la même manière que si elle avait été adoptée à une réunion du Conseil de Gérance dûment convoquée et tenue. Une telle décision pourra être consignée dans un seul ou plusieurs écrits séparés ayant le même contenu et signé par un ou plusieurs Gérants.

Art. 13. Résolutions des Gérants. Les résolutions des Gérants doivent être consignées par écrit.

Les procès-verbaux des réunions du Conseil de Gérance seront signés par le Président de la réunion et par le Secrétaire (s'il y en a). Les procurations y resteront annexées.

Les copies ou les extraits des résolutions écrites ou les procès-verbaux, destinés à être produits en justice ou ailleurs, pourront être signés par le Gérant unique ou par deux Gérants agissant conjointement si plus d'un Gérant a été nommé.

Art. 14. Rémunération et Dépenses. Sous réserve de l'approbation des associés, les Gérants peuvent recevoir une rémunération pour leur gestion de la Société et peuvent, de plus, être remboursés de toutes les dépenses qu'ils auront exposées en relation avec la gestion de la Société ou la poursuite de l'objet social de la Société.

Art. 15. Conflits d'Intérêt. Si un ou plusieurs Gérants a ou pourrait avoir un intérêt personnel dans une transaction de la Société, ce Gérant devra en aviser les autres Gérants et il ne pourra ni prendre part aux délibérations ni émettre un vote sur une telle transaction.

Dans l'hypothèse d'un Gérant unique, il est seulement fait mention dans un procès-verbal des opérations intervenues entre la Société et son Gérant ayant un intérêt opposé à celui de la Société.

Les dispositions des alinéas qui précèdent ne sont pas applicables lorsque (i) l'opération en question est conclue à des conditions normales et (ii) si elle tombe dans le cadre des opérations courantes de la Société.

Aucun contrat ni autre transaction entre la Société et d'autres sociétés ou entreprises ne sera affecté ou invalidé par le simple fait qu'un ou plusieurs Gérants ou tout fondé de pouvoir de la Société y a un intérêt personnel, ou est gérant, collaborateur, membre, associé, fondé de pouvoir ou employé d'une telle société ou entreprise. Toute personne liée de la manière décrite ci-dessus, à une société ou entreprise, avec laquelle la Société contractera ou entrera autrement en relations d'affaires, ne devra pas en raison de cette affiliation à cette société ou entreprise, être automatiquement empêchée de délibérer, de voter ou d'agir autrement sur une opération relative à de tels contrats ou transactions.

Art. 16. Responsabilité des Gérants-Indemnisation. Les Gérants n'engagent pas leur responsabilité personnelle lorsque, dans l'exercice de leurs fonctions, ils prennent des engagements pour le compte de la Société.

Les Gérants sont uniquement responsables de l'accomplissement de leurs devoirs.

La Société indemnisera tout Gérant, fondé de pouvoir ou employé de la Société et, le cas échéant, leurs successeurs, leurs héritiers, exécuteurs testamentaires et administrateurs de biens pour tous dommages qu'ils ont à payer et tous frais raisonnables qu'ils auront encourus par suite de leur comparution en tant que défendeurs dans des actions en justice, des procès ou des poursuites judiciaires qui leur auront été intentés de par leurs fonctions actuelles ou anciennes de Gérant (s), de fondé de pouvoir ou d'employé de la Société, ou à la demande de la Société, de toute autre société dans laquelle la Société est actionnaire ou créancier et dans laquelle ils n'ont pas droit à indemnisation, exception faite des cas où leur responsabilité est engagée pour négligence grave ou mauvaise gestion. En cas d'arrangement transactionnel, l'indemnisation ne portera que sur les questions couvertes par l'arrangement transactionnel et dans ce cas seulement si la Société reçoit confirmation par son conseiller juridique que la personne à indemniser n'est pas coupable de négligence grave ou mauvaise gestion. Ce droit à indemnisation n'est pas exclusif d'autres droits auxquels les personnes susnommées pourraient prétendre en vertu des Statuts.

Art. 17. Commissaires. Sauf lorsque, conformément aux Lois, les comptes annuels et/ou les comptes consolidés de la Société doivent être vérifiés par un réviseur d'entreprises agréé, les affaires de la Société et sa situation financière, en particulier ses documents comptables, peuvent et devront, dans les cas prévus par la loi, être contrôlés par un ou plusieurs commissaires qui n'ont pas besoin d'être eux-mêmes associés.

Le(s) commissaire(s) ou réviseur(s) d'entreprises agréé(s) seront, le cas échéant, nommés par les associés qui détermineront leur nombre et la durée de leur mandat. Leur mandat peut être renouvelé. Ils peuvent être révoqués à tout moment, avec ou sans motif, par une résolution des associés sauf dans les cas où le réviseur d'entreprises agréé peut seulement, par dispositions des Lois, être révoqué pour motifs graves ou d'un commun accord.

Chapitre IV. Des associés

Art. 18. Pouvoirs des Associés. Les associés exercent les pouvoirs qui leur sont dévolus par les Statuts et les Lois. Si la Société ne compte qu'un seul associé, celui-ci exerce les pouvoirs conférés par les Lois à l'assemblée générale des associés.

Toute assemblée générale des associés régulièrement constituée représente l'ensemble des associés.

Art. 19. Assemblée Générale Annuelle des Associés. L'assemblée générale annuelle des associés, qui doit se tenir au cas où la Société a plus de vingt-cinq (25) associés, aura lieu le troisième vendredi de mai à 15:00 heures.

Si ce jour n'est pas généralement un jour bancaire ouvrable à Luxembourg, l'assemblée se tiendra le premier jour ouvrable suivant.

Art. 20. Autres Assemblées Générales. Si la Société compte plusieurs associés, dans la limite de vingt-cinq (25) associés, les résolutions des associés peuvent être prises par écrit. Les résolutions écrites peuvent être constatées dans un seul ou plusieurs documents ayant le même contenu, signés par un ou plusieurs associés. Dès lors que les résolutions à adopter ont été envoyées par les Gérants aux associés pour approbation, les associés sont tenus, dans un dans un délai de quinze (15) jours calendaires suivant la réception du texte de la résolution proposée, d'exprimer leur vote par écrit en le retournant à la Société par tout moyen de communication permettant la transmission d'un texte écrit. Les exigences de quorum et de majorité imposées pour l'adoption de résolutions par l'assemblée générale s'applique mutatis mutandis à l'adoption de résolution écrites.

Les assemblées générales des associés, y compris l'assemblée générale annuelle des associés, se tiendra au siège social de la Société ou à tout autre endroit au Grand-Duché de Luxembourg, et pourra se tenir à l'étranger, chaque fois que des circonstances de force majeure, appréciées souverainement par les Gérants, le requièrent.

Art. 21. Convocation des Assemblées Générales. A moins qu'il n'y ait qu'un associé unique, les associés peuvent aussi se réunir en assemblées générales, conformément aux conditions fixées par les Statuts ou les Lois, sur convocation des Gérants, subsidiairement, du commissaire (s'il y en existe), ou plus subsidiairement, des associés représentant plus de la moitié (1/2) du capital social émis.

La convocation envoyée aux associés indiquera la date, l'heure et le lieu de l'assemblée générale ainsi que l'ordre du jour et la nature des affaires à traiter lors de l'assemblée générale des associés. L'ordre du jour d'une assemblée générale d'associés doit également, si nécessaire, indiquer toutes les modifications proposées des Statuts et, le cas échéant, le texte des modifications relatives à l'objet social ou à la forme de la Société.

Si tous les associés sont présents ou représentés à une assemblée générale des associés et s'ils déclarent avoir été dûment informés de l'ordre du jour de l'assemblée, celle-ci peut se tenir sans convocation préalable.

Art. 22. Présence - Représentation. Tous les associés sont en droit de participer et de prendre la parole à toute assemblée générale des associés.

Un associé peut désigner par écrit, transmis par tout moyen de communication permettant la transmission d'un texte écrit, un mandataire qui n'a pas besoin d'être lui-même associé.

Art. 23. Procédure. Toute assemblée générale des associés est présidée par le Président ou par une personne désignée par les Gérants, ou, faute d'une telle désignation par les Gérants, par une personne désignée par l'assemblée générale des associés.

Le Président de l'assemblée générale des associés désigne un secrétaire.

L'assemblée générale des associés élit un (1) scrutateur parmi les personnes participant à l'assemblée générale des associés.

Le Président, le secrétaire et le scrutateur ainsi désignés forment ensemble le bureau de l'assemblée générale.

Art. 24. Vote. Lors de toute assemblée générale des associés autre qu'une assemblée générale convoquée en vue de la modification des Statuts de la Société ou du vote de résolutions dont l'adoption est soumise aux conditions de quorum et de majorité exigées pour toute modification des Statuts, les résolutions seront adoptées par les associés représentant plus de la moitié (1/2) du capital social. Si cette majorité n'est pas atteinte sur première convocation (ou consultation par écrit), les associés seront de nouveau convoqués (ou consultés) et les résolutions seront adoptées à la majorité simple, indépendamment du nombre de parts sociales représentées.

Lors de toute assemblée générale des associés, convoquée conformément aux Statuts ou aux Lois, en vue de la modification des Statuts de la Société ou du vote de résolutions dont l'adoption est soumise aux conditions de quorum et de majorité exigées pour toute modification des Statuts, la majorité exigée sera d'au moins la majorité en nombre des associés représentant au moins les trois quarts (3/4) du capital.

Art. 25. Procès-Verbaux. Les procès-verbaux des assemblées générales doivent être signés par les associés présents et peuvent être signés par tous les associés ou mandataires d'associés qui en font la demande.

Les résolutions adoptées par l'associé unique seront établies par écrit et signées par l'associé unique.

Les copies ou extraits des résolutions écrites adoptées par les associés, ainsi que les procès-verbaux des assemblées générales à produire en justice ou ailleurs sont signés par le Gérant unique ou par deux Gérants au moins agissant conjointement dès lors que plus d'un Gérant aura été nommé.

Chapitre V. Exercice social, Comptes annuels, Distribution des bénéfices

Art. 26. Exercice Social. L'exercice social de la Société commence le 1 er janvier et s'achève le dernier jour de décembre de chaque année.

Art. 27. Approbation des Comptes Annuels. A la clôture de chaque exercice social, les comptes sont arrêtés et les Gérants dressent l'inventaire des divers éléments de l'actif et du passif ainsi que le compte de résultat conformément aux Lois.

Les comptes annuels et/ou les comptes consolidés sont soumis aux associés pour approbation.

Tout associé ou son mandataire peut prendre connaissance des documents comptables au siège social de la Société. Si la Société compte plus de vingt-cinq (25) associés, ce droit ne pourra être exercé que dans les quinze (15) jours calendaires qui précèdent l'assemblée générale annuelle des associés.

Art. 28. Distribution des Bénéfices. Sur les bénéfices nets de la Société, il sera prélevé au moins cinq pour cent (5 %) qui seront affectés, chaque année, à la réserve légale (la «Réserve Légale»), conformément à la loi. Cette affectation à la Réserve Légale cessera d'être obligatoire lorsque et aussi longtemps que la Réserve Légale atteindra dix pour cent (10%) du capital émis de la Société.

Après affectation à la Réserve Légale, les associés décident de l'affectation du solde des bénéfices annuels nets. Ils peuvent décider de verser la totalité ou une partie du solde à un compte de réserve ou de provision, en le reportant à nouveau ou en le distribuant avec les bénéfices reportés, les réserves distribuables ou les primes d'émission, aux associés, chaque part sociale donnant droit à une même proportion dans ces distributions.

Sous réserve des conditions (s'il y en a) fixées par les Lois et conformément aux dispositions qui précèdent, les Gérants peuvent procéder au versement d'un acompte sur dividendes aux associés. Les Gérants détermineront le montant ainsi que la date de paiement de tels acomptes.

Chapitre VI. Dissolution, Liquidation

Art. 29. Dissolution, Liquidation. La Société peut être dissoute par une décision prise par la moitié des associés possédant les trois quarts (3/4) du capital social.

En cas de dissolution de la Société, la liquidation sera réalisée par les Gérants ou toute autre personne (qui peut être une personne physique ou une personne morale) nommée par les associés qui détermineront leurs pouvoirs et leurs émoluments.

Après paiement de toutes les dettes et charges de la Société, et de tous les frais de liquidation, le boni net de liquidation sera réparti équitablement entre le(s) associé(s) de manière à atteindre le même résultat économique que celui fixé par les règles relatives à la distribution de dividendes.

Chapitre VII. Loi applicable

Art. 30. Loi Applicable. Toutes les matières qui ne sont pas régies par les Statuts seront réglées conformément aux Lois, en particulier à la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée.

Souscription et Paiement

Les Statuts de la Société ont donc été enregistrés par le notaire, les parts sociales de la Société ont été souscrites et la valeur nominale de ces parts sociales a été payée à cent pour cent (100%) en espèces ainsi qu'il suit:

Associés	Capital souscrit	nombre de parts sociales	montant libéré
Triton Masterluxco 3 S.à r.l.	EUR 12.500,-	1.250.000	EUR 12.500,-
Total:	EUR 12.500,-	1.250.000	EUR 12.500,-

Le montant de douze mille cinq cents euros (EUR 12.500,-) est donc à ce moment à la disposition de la Société, preuve en a été faite au notaire soussigné qui constate que les conditions prévues par l'article 183 de la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée, ont été observées.

Frais

Les frais, dépenses, rémunérations et charges de toutes espèces qui incombent à la Société en raison de sa constitution sont estimés à environ mille deux cents euros (EUR 1.200,-).

Disposition transitoire

Le premier exercice social commencera à la date de constitution de la Société et s'achèvera le dernier jour de décembre de 2013.

Assemblée générale extraordinaire
Première Résolution

L'associé unique a décidé d'établir le siège social à 26-28, rue Edward Steichen, L-2540 Luxembourg, Grand-Duché du Luxembourg.

Deuxième Résolution

L'associé unique a décidé de fixer à trois (3) le nombre de Gérants et a décidé de plus de nommer les personnes suivantes pour une période illimitée:

- Monsieur Michiel Kramer, dirigeant de société, né le 25 janvier 1961 à Hilversum (Pays-Bas), ayant sa résidence professionnelle au 26-28, rue Edward Steichen, L-2540 Luxembourg (Grand-Duché de Luxembourg), en tant que Gérant de Catégorie B;

- Monsieur Heiko Dimmerling, dirigeant de société, né le 13 janvier 1970 à Fulda (Allemagne), ayant sa résidence professionnelle au 26-28, rue Edward Steichen, L-2540 Luxembourg (Grand-Duché de Luxembourg), en tant que Gérant de Catégorie B;

- Monsieur Lars Frankfelt, dirigeant de société, né le 20 juillet 1956 à Brànnkyrka (Suède), ayant son adresse professionnelle au Charter Place 23/27 Seaton Place, St. Helier, Jersey, Iles Anglo-Normandes, JE2 3QL, en tant que Gérant de Catégorie A.

Le notaire soussigné qui connaît et parle la langue anglaise, a déclaré par la présente qu'à la demande du mandataire de la comparante, le présent acte a été rédigé en langue anglaise, suivi d'une version française; à la demande du même mandataire et en cas de divergences entre les textes anglais et français, le texte anglais primera.

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

Lecture du présent acte faite et interprétation donnée au mandataire de la comparante, connu du notaire soussigné par ses nom, prénom usuel, état et demeure, il a signé avec le notaire soussigné, le présent acte.

Signé: M. Frantz, M. Loesch.

Enregistré à Remich, le 17 avril 2013. REM/2013/639. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): P. MOLLING.

Pour expédition conforme.

Mondorf-les-Bains, le 19 avril 2013.

Référence de publication: 2013050888/609.

(130062127) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 avril 2013.

Wire Holding S.à r.l., Société à responsabilité limitée,
(anc. Seeker Holding S.à r.l.).

Capital social: EUR 12.500,00.

Siège social: L-2731 Luxembourg, 2, rue Jean-Georges Willmar.

R.C.S. Luxembourg B 167.427.

In the year two thousand and thirteen, on the tenth of April.

Before Us, Maître Martine SCHAEFFER, notary residing in Luxembourg.

THERE APPEARED:

Mr Karl Heinz HORRER, a private person, born on August 19 th , 1966 in Munich (Germany) and residing at 2, rue Jean-Georges Willmar, L-2731 Luxembourg.

The Sole Shareholder has requested the undersigned notary to record that:

I. He is the shareholders of Seeker Holding S.à r.l., a société à responsabilité limitée having its registered office at 2, rue Jean-Georges Willmar, L-2731 Luxembourg, registered with the Luxembourg trade and companies' register under number B 167.427 incorporated pursuant to a deed of the undersigned notary, on March 6 th , 2012, published in the Mémorial C, Recueil des Sociétés et Associations on April 24 th , 2012, number 1040 (the "Company"). The articles of association have not yet been amended since.

II. The agenda of the Meeting is worded as follows:

1. Amendment to the name of the Company from "Seeker Holding S.à r.l." to "Wire Holding S.à r.l.";

2. Amendment to article 2 of the Articles; and

3. Miscellaneous.

Now, therefore, the appearing party has requested the undersigned notary to record the following resolutions:

First resolution

The Sole Shareholder resolves to change the name of the Company into "Wire Holding S.a r.l.", with immediate effect.

Second resolution

As a consequence of the above resolution, the Sole Shareholder resolves to amend article 2 of the articles of association, which will henceforth have the following wording:

" **Art. 2.** The name of the Company is "Wire Holding S.a r.l."."

Estimate of costs

The aggregate amount of the costs, expenditures, remunerations or expenses, in any form whatsoever, which the Company incurs or for which it is liable by reason of the present, is approximately one thousand two hundred euro (EUR 1,200).

The undersigned notary, who knows and understands English, states that on request of the appearing parties, the present deed is worded in English, followed by a German version and in case of discrepancies between the English and the German 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, he signed together with the notary the present original deed.

Folgt die Deutsche Übersetzung:

Im Jahre zweitausenddreizehn, am zehnten April.

Vor dem unterzeichneten MaTtre Martine SCHAEFFER, Notar mit Amtssitz in Luxembourg.

IST ERSCHIENEN:

Herr Karl Heinz HORRER, Privatperson, geboren am 19. August 1966 in München (Deutschland), wohnhaft in 2, rue Jean-Georges Willmar, L-2731 Luxemburg.

Der alleinige Gesellschafter hat den unterzeichneten Notar ersucht, folgendes festzuhalten:

I. Er ist der alleinige Gesellschafter von Seeker Holding S.à r.l., einer société à responsabilité limitée (Gesellschaft mit beschränkter Haftung) unter luxemburgischem Recht, mit Sitz in 2, rue Jean-Georges Willmar, L-2731 Luxemburg, eingetragen im Handels- und Gesellschaftsregister von Luxemburg unter Nummer B 167.427, gegründet am 6. März 2012 gemäß einer Urkunde des unterzeichneten

Notars, veröffentlicht am 24. April 2012 im Mémorial C Recueil des Sociétés et Associations, unter Nummer 1040 (die „Gesellschaft"). Die Satzung der Gesellschaft wurde seither noch nicht abgeändert.

II. Die Tagesordnung der Versammlung ist wie folgt:

1. Änderung des Namens der Gesellschaft von „Seeker Holding S.à r.l." in „Wire Holding S.à r.l.";

2. Änderung von Artikel 2 der Satzung; und

3. Verschiedenes.

Sodann hat die Erschienene Partei den unterzeichneten Notar ersucht folgende Beschlüsse zu beurkunden:

Erster Beschluss

Der alleinige Gesellschafter beschließt den Firmennamen der Gesellschaft in "Wire Holding S.à r.l." zu ändern, mit sofortiger Wirkung.

Zweiter Beschluss

Als Resultat des obigen Beschlusses, beschließt der alleinige Gesellschafter Artikel 2 der Satzung wie folgt zu ändern:

" **Art. 2.** Die Gesellschaft führt die Firma „Wire Holding S.à r.l."."

Kosten

Die Kosten, Ausgaben und Gebühren jeglicher Art, die der Gesellschaft entstehen oder ihr in Zusammenhang mit der vorliegenden Urkunde in Rechnung gestellt werden, belaufen sich auf ungefähr eintausendzweihundert Euro (1.200.- EUR).

Da es keine weiteren Tagesordnungspunkte zu besprechen gibt, wird die Versammlung geschlossen.

Der unterzeichnende Notar, der die englische Sprache versteht, bestätigt, dass auf Verlangen der erscheinenden Partei, die Urkunde auf englisch verfasst wird, gefolgt von einer deutschen Übersetzung, und dass im Falle von Diskrepanzen die englische Version bindend sein soll.

Worüber Urkunde, Aufgenommen in Luxemburg, am Datum wie eingangs erwähnt.

Und nach Vorlesung und Erklärung alles Vorstehenden an die Erschienenen, alle dem Notar nach Namen, gebräuchlichen Vornamen, sowie Stand und Wohnort bekannten, haben dieselben mit dem Notar gegenwärtige Urkunde unterschrieben.

Signé: K. H. Horrer et M. Schaeffer.

Enregistré à Luxembourg A.C., le 12 avril 2013. LAC/2013/16979. Reçu soixante-quinze euros (75,- €).

Le Receveur (signée): Irène Thill.

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

Luxembourg, le 16 avril 2013.

Référence de publication: 2013049444/81.

(130059965) Déposé au registre de commerce et des sociétés de Luxembourg, le 17 avril 2013.

Plaza Atrium S.à r.l., Société à responsabilité limitée.

Siège social: L-1931 Luxembourg, 41, avenue de la Liberté.

R.C.S. Luxembourg B 176.659.

STATUTES

In the year two thousand and thirteen, on the sixteenth day of April.

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

there appeared:

"Plaza Investment (Europe) S.à r.l." a société à responsabilité limitée incorporated under the laws of Luxembourg, not yet registered with the Trade and Companies Register in Luxembourg, having its registered office at 41, avenue de la Liberté, L-1931 Luxembourg,

here represented by Mrs Laetitia Georgel, Legal Assistant, residing in Luxembourg,

by virtue of a proxy, given in Luxembourg, on 12 April 2013 Said proxy, initialled "ne varietur" by the proxyholder of the appearing party and the notary, will remain annexed to the present deed to be filed at the same time with the registration authorities.

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

A. Purpose - Duration - Name - Registered office

Art. 1. There is hereby established a private limited liability company (société à responsabilité limitée) under the name Plaza Atrium S.à r.l. (hereinafter the "Company") which shall be governed by the law of 10 August 1915 concerning commercial companies, as amended, as well as by the present articles of incorporation.

Art. 2. The purpose of the Company is the holding of participations, in any form whatsoever, in Luxembourg and foreign companies and any other form of investment, the acquisition by purchase, subscription or in any other manner as well as the transfer by sale, exchange or otherwise of securities of any kind and the administration, control and development of its portfolio, including the direct or indirect holding of participation in Luxembourg or foreign companies, the principal object of those companies is the acquisition of real estate properties for investment, leasing, management, promotion, development, and eventual sale, and the holding of debt and equity interests in real estate related investments.

The Company may further guarantee, grant security in favour of third parties to secure its obligations or the obligations of companies in which it holds a direct or indirect participation or which form part of the same group of companies as the Company, grant loans (including, without limiting the generality of the foregoing, by way of sub-participation in any loan) or otherwise assist the companies in which it holds a direct or indirect participation or which form part of the same group of companies as the Company as well as any other companies or third parties.

The Company may borrow in any form and may issue any kind of notes, bonds and debentures and generally issue any debt, equity and/or hybrid securities in accordance with Luxembourg law.

The Company may carry out any commercial, industrial, financial or intellectual property activities which it may deem useful in accomplishment of these purposes.

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

Art. 4. The registered office of the Company is established in Luxembourg, Grand-Duchy of Luxembourg. The registered office may be transferred within the same municipality by decision of the manager or, in case of several managers, of the board of managers.

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

B. Share capital - Shares

Art. 5. The Company's share capital is set at twelve thousand five hundred euro (EUR 12,500) represented by twelve thousand five hundred (12,500) shares with a par value of one euro (EUR 1) each.

Each share is entitled to one vote at ordinary and extraordinary general meetings.

Art. 6. The share capital may be modified at any time by approval of a majority of partners representing three quarters of the share capital at least.

Art. 7. The Company will recognize only one holder per share. The joint co-owners shall appoint a single representative who shall represent them towards the Company.

Art. 8. The Company's shares are freely transferable among partners. Any inter vivos transfer to a new partner is subject to the approval of such transfer given by the other partners, at a majority of three quarters of the share capital.

In the event of death, the shares of the deceased partner may only be transferred to new partners subject to the approval of such transfer given by the other partners in a general meeting, at a majority of three quarters of the share capital. Such approval is, however, not required in case the shares are transferred either to parents, descendants or the surviving spouse.

Art. 9. The death, suspension of civil rights, bankruptcy or insolvency of one of the partners will not cause the dissolution of the Company.

C. Management

Art. 10. The Company is managed by one or several managers, who need not be partners.

In dealing with third parties, the manager, or in case of several managers, the board of managers has extensive powers to act in the name of the Company in all circumstances and to authorise all acts and operations consistent with the Company's purpose. The managers are appointed by the sole partner, or as the case may be, the partners, who fix(es) the term of their office. They may be dismissed freely at any time by the sole partner, or as the case may be, the partners.

The Company will be bound in all circumstances by the signature of the sole manager or, if there is more than one, by individual signature of any manager.

Art. 11. In case of several managers, the Company is managed by a board of managers which may choose from among its members a chairman, and may choose from among its members a vice-chairman. It may also choose a secretary, who need not be a manager, who shall be responsible for keeping the minutes of the meetings of the board of managers.

The board of managers shall meet upon call by the chairman, or two managers, at the place indicated in the notice of meeting. The meetings of the board of managers shall be held at the registered office of the Company unless otherwise indicated in the notice of meeting. The chairman shall preside all meetings of the board of managers, but in his absence, the board of managers may appoint another manager as chairman pro tempore by vote of the majority present at any such meeting.

Written notice of any meeting of the board of managers must be given to the managers at least twenty-four (24) hours in advance of the date foreseen for the meeting, except in case of emergency, in which case the nature and the motives of the emergency shall be mentioned in the notice. This notice may be waived by consent in writing, by cable, telegram, telex, facsimile, e-mail or any other similar means of communication. A separate notice will not be required for a board meeting to be held at a time and location determined in a prior resolution adopted by the board of managers.

No notice shall be required in case all the members of the board of managers are present or represented at a meeting of such board of managers or in the case of resolutions in writing approved and signed by all the members of the board of managers.

Any manager may act at any meeting of the board of managers by appointing in writing, by cable, telegram, telex, facsimile, e-mail or any other similar means of communication another manager as his proxy. A manager may represent more than one of his colleagues.

Any manager may participate in any meeting of the board of managers by conference-call, videoconference or by other similar means of communication allowing all the persons taking part in the meeting to hear one another. The participation in a meeting by these means is equivalent to a participation in person at such meeting.

The board of managers can deliberate or act validly only if at least a majority of the managers is present or represented at a meeting of the board of managers. Decisions shall be taken by a majority of votes of the managers present or represented at such meeting.

The board of managers may, unanimously, pass resolutions by circular means when expressing its approval in writing, by cable, telegram, telex, facsimile, e-mail or any other similar means of communication. The entirety will form the minutes giving evidence of the resolution.

Art. 12. The minutes of any meeting of the board of managers shall be signed by the chairman or, in his absence, by the vice-chairman, or by two managers. Copies or extracts of such minutes which may be produced in judicial proceedings or otherwise shall be signed by the chairman or by two managers or by any person duly appointed to that effect by the board of managers.

Art. 13. The death or resignation of a manager, for any reason whatsoever, shall not cause the dissolution of the Company.

Art. 14. The managers do not assume, by reason of their position, any personal liability in relation to commitments regularly made by them in the name of the Company. They are authorised agents only and are therefore merely responsible for the execution of their mandate.

Art. 15. The manager or the board of managers may decide to pay interim dividends on the basis of a statement of accounts prepared by the manager or the board of managers showing that sufficient funds are available for distribution, it being understood that the amount to be distributed may not exceed realized profits since the end of the last fiscal year, increased by carried forward profits and distributable reserves, but decreased by carried forward losses and sums to be allocated to a reserve to be established by law or by these articles of incorporation.

D. Decisions of the sole partner - Collective decisions of the partners

Art. 16. Each partner may participate in collective decisions irrespective of the number of shares which he owns. Each partner is entitled to as many votes as he holds or represents shares.

Art. 17. Save a higher majority as provided herein, collective decisions are only validly taken in so far as they are adopted by partners owning more than half of the share capital.

The partners may not change the nationality of the Company otherwise than by unanimous consent. Any other amendment of the articles of incorporation requires the approval of a majority of partners representing three quarters of the share capital at least.

Art. 18. In the case of a sole partner, such partner exercises the powers granted to the general meeting of partners under the provisions of section XII of the law of 10 August 1915 concerning commercial companies, as amended.

E. Financial year - Annual accounts - Distribution of profits

Art. 19. The Company's year commences on 1 January, and ends on 31 December of the same year.

Art. 20. Each year on 31 December, the accounts are closed and the manager(s) prepare(s) an inventory including an indication of the value of the Company's assets and liabilities. Each partner may inspect the above inventory and balance sheet at the Company's registered office.

Art. 21. Five per cent (5%) of the net profit is set aside for the establishment of a statutory reserve, until such reserve amounts to ten per cent (10%) of the share capital. The balance may be freely used by the partners.

F. Dissolution - Liquidation

Art. 22. In the event of a dissolution of the Company, the Company shall be liquidated by one or more liquidators, who need not be partners, and which are appointed by the general meeting of partners which will determine their powers and fees. Unless otherwise provided, the liquidators shall have the most extensive powers for the realisation of the assets and payment of the liabilities of the Company.

The surplus resulting from the realisation of the assets and the payment of the liabilities shall be distributed among the partners in proportion to the shares of the Company held by them.

Art. 23. All matters not governed by these articles of incorporation shall be determined in accordance with the law of 10 August 1915 concerning commercial companies, as amended.

Subscription and Payment

The twelve thousand five hundred (12,500) shares have been subscribed by Plaza Investment (Europe) S.à r.l. prenamed.

All the shares so subscribed are fully paid up in cash so that the amount of twelve thousand five hundred euro (EUR 12,500) is as of now available to the Company, as it has been justified to the undersigned notary.

Transitional dispositions

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

Expenses

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

General meeting of partners

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

1. The registered office of the Company shall be at 41, avenue de la Liberté, L-1931 Luxembourg.

2. The following persons are appointed as managers of the Company for an indefinite period:

- Mrs Virginie VELY, Associate Director, born on 7 November 1976 in Woippy, France, residing at 41, avenue de la Liberté, L-1931 Luxembourg;

- Mr Simon SHELLEY, Director, born on 11 June 1976 in London, United Kingdom, residing at Grafenauweg 6, 6300 Zug, Switzerland.

- Mr. Martin ECKEL, Associate Director, born on 18 August 1979 in Bad Homburg, Germany, residing at 41, avenue de la Liberté, L-1931 Luxembourg.

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

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

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

Suit la traduction en français du texte qui précède:

L'an deux mille treize, le seize avril.

Par-devant Nous Maître Jean-Joseph WAGNER, notaire de résidence à SANEM, Grand-Duché du Luxembourg,

a comparu:

«Plaza Investment (Europe) S.à r.l.» une société à responsabilité limitée régie selon les lois du Luxembourg, en cours d'immatriculation au Registre du Commerce et des Sociétés de Luxembourg, ayant son siège social au 41, avenue de la Liberté, L-1931 Luxembourg,

représentée par Madame Laetitia Georgel, assistante juridique, demeurant à Luxembourg,

en vertu d'une procuration sous seing privé donnée à Luxembourg le 12 avril 2013.

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

Laquelle partie comparante, représentée comme dit ci-avant, a requis le notaire instrumentant de dresser acte d'une société à responsabilité limitée qu'elle déclare constituer et dont elle a arrêté les statuts comme suit:

A. Objet - Durée - Dénomination - Siège

Art. 1er. Il est formé par les présentes une société à responsabilité limitée sous la dénomination Plaza Atrium S.à r.l. (ci-après "la Société") qui sera régie par la loi du 10 août 1915 sur les sociétés commerciales telle que modifiée, ainsi que par les présents statuts.

Art. 2. La Société a pour objet la prise de participations, sous quelque forme que ce soit, dans des sociétés luxembourgeoises ou étrangères et toutes autres formes de placements, l'acquisition par achat, souscription ou de toute autre manière ainsi que l'aliénation par la vente, l'échange ou de toute autre manière de valeurs mobilières de toutes espèces et la gestion, le contrôle et la mise en valeur de ces participations, pouvant prendre la forme de prises de participations directes ou indirectes dans des sociétés luxembourgeoises ou étrangères, l'objet principal desquelles étant l'acquisition de propriétés immobilières dans un but d'investissement, de leasing, de gestion, de promotion, de développement et finalement de vente, ainsi que la détention de dettes ou participations en relation avec des investissements immobiliers.

La Société peut également garantir, accorder des sûretés à des tiers en vue de garantir ses obligations ou celles de sociétés dans lesquelles elle détient une participation directe ou indirecte ou qui font partie du même groupe de sociétés que la Société, accorder des prêts (y inclus, sans limitation, par participation à un prêt (sub-participation agreement)) ou assister autrement des sociétés dans lesquelles elle détient une participation directe ou indirecte ou des sociétés qui font partie du même groupe de sociétés que la Société ainsi qu'à d'autres sociétés ou à des tiers.

La Société peut emprunter sous toute forme et émettre des titres obligataires, des obligations garanties, des lettres de change ainsi que généralement toute sorte de titres de participation, d'obligations et/ou d'obligations hybrides conformément au droit luxembourgeois.

La Société pourra exercer toutes activités de nature commerciale, industrielle, financière ou de propriété intellectuelle estimées utiles pour l'accomplissement de son objet.

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

Art. 4. Le siège social est établi à Luxembourg-Ville, Grand-Duché de Luxembourg. Le siège pourra être transféré dans la même commune par décision du gérant ou, s'il y a plusieurs gérants, par décision du conseil de gérance.

Au cas où le gérant ou le conseil de gérance estimerait que des événements extraordinaires d'ordre politique, économique ou social, de nature à compromettre l'activité normale au siège social ou la communication aisée avec ce siège ou de ce siège avec l'étranger, se présentent ou paraissent imminents, il pourra transférer provisoirement le siège social à l'étranger jusqu'à cessation complète de ces circonstances anormales; cette mesure provisoire n'aura toutefois aucun effet sur la nationalité de la Société, laquelle, nonobstant ce transfert provisoire, restera une société luxembourgeoise.

B. Capital social - Parts sociales

Art. 5. Le capital social est fixé à la somme de douze mille cinq cents euros (12.500,- EUR) représentée par douze mille cinq cents (12.500) parts sociales d'une valeur d'un euro (1,- EUR) chacune.

Chaque part sociale donne droit à une voix dans les délibérations des assemblées générales ordinaires et extraordinaires.

Art. 6. Le capital social pourra, à tout moment, être modifié moyennant accord de la majorité des associés représentant au moins les trois quarts du capital social.

Art. 7. La Société ne reconnaît qu'un seul propriétaire par part sociale. Les copropriétaires indivis de parts sociales sont tenus de se faire représenter auprès de la Société par une seule et même personne.

Art. 8. Les parts sociales sont librement cessibles entre associés. Tout transfert entre vifs à un nouvel associé n'est possible qu'avec l'agrément donné par les autres associés avec une majorité de trois-quarts du capital social au moins.

En cas de décès d'un associé, les parts sociales de ce dernier ne peuvent être transmises à des non-associés que moyennant l'agrément donné en assemblée générale des associés représentant les trois quarts des parts appartenant aux associés survivants. Dans ce dernier cas cependant, le consentement n'est pas requis lorsque les parts sont transmises soit à des ascendants ou descendants, soit au conjoint survivant.

Art. 9. Le décès, l'interdiction, la faillite ou la déconfiture de l'un des associés ne met pas fin à la Société.

C. Gérance

Art. 10. a Société est gérée par un ou plusieurs gérants, qui n'ont pas besoin d'être des associés.

Vis-à-vis des tiers, le gérant, ou s'il y a plusieurs gérants, le conseil de gérance a les pouvoirs les plus étendus pour agir au nom de la société en toute circonstance et pour faire autoriser tous actes et opérations relatifs à son objet. Les gérants sont nommés par l'associé unique, ou, le cas échéant, par l'assemblée générale des associés, laquelle déterminera la durée de leur mandat. Ils peuvent être révoqués librement à tout moment par l'associé unique, ou, le cas échéant, par l'assemblée générale des associés.

La Société est engagée en toutes circonstances par la signature de son gérant unique, ou, s'il y en a plusieurs, par la signature individuelle d'un gérant.

Art. 11. S'il y a plusieurs gérants, la Société est gérée par un conseil de gérance, lequel peut choisir parmi ses membres un président et un vice-président. Il peut également choisir un secrétaire, qui ne doit pas être gérant et qui sera en charge de la tenue des procès-verbaux des réunions du conseil de gérance.

Le conseil de gérance se réunira sur convocation du président ou de deux gérants au lieu indiqué dans l'avis de convocation. Les réunions du conseil de gérance auront lieu au siège social de la Société, à moins que l'avis de convocation n'en dispose autrement. Le président présidera toutes les réunions du conseil de gérance; en son absence, le conseil de gérance pourra désigner à la majorité des personnes présentes à cette réunion un autre gérant pour assumer la présidence pro tempore de ces réunions.

Avis écrit de toute réunion du conseil de gérance sera donné à tous les gérants au moins vingt-quatre (24) heures avant la date prévue pour la réunion, sauf s'il y a urgence, auquel cas la nature et les motifs de cette urgence seront mentionnés dans l'avis de convocation. Il pourra être passé outre à cette convocation à la suite de l'assentiment de chaque gérant par écrit ou par câble, télégramme, télex, télécopieur, courriel ou tout autre moyen de communication similaire. Une convocation spéciale ne sera pas requise pour une réunion du conseil de gérance se tenant à une heure et un endroit déterminés dans une résolution préalablement adoptée par le conseil de gérance.

Une convocation ne sera pas requise si tous les membres du conseil de gérance sont présents ou représentés dans une réunion d'un conseil de gérance ou lorsque des résolutions écrites sont approuvées et signées par tous les membres du conseil de gérance.

Tout gérant pourra se faire représenter à toute réunion du conseil de gérance en désignant par écrit, par câble, télégramme, télex, télécopie, courriel ou tout autre moyen de communication similaire un autre gérant comme son mandataire. Un gérant peut représenter plusieurs de ses collègues.

Tout gérant peut participer à une réunion du conseil de gérance par conférence téléphonique, par visioconférence ou par d'autres moyens de communication similaires où toutes les personnes prenant part à cette réunion peuvent s'entendre mutuellement. La participation à une réunion par ces moyens équivaut à une présence en personne à une telle réunion.

Le conseil de gérance ne pourra délibérer ou agir valablement que si la majorité au moins des gérants est présente ou représentée à la réunion du conseil de gérance. Les décisions sont prises à la majorité des voix des gérants présents ou représentés à cette réunion.

Le conseil de gérance pourra, à l'unanimité, prendre des résolutions par voie de circulaire en exprimant son approbation au moyen d'un ou de plusieurs écrits ou par câble, télégramme, télex, télécopieur, courriel ou tout autre moyen de communication similaire, à confirmer par écrit, le tout ensemble constituant le procès-verbal faisant preuve de la décision intervenue.

Art. 12. Les procès-verbaux de toutes les réunions du conseil de gérance seront signés par le président ou, en son absence, par le vice-président, ou par deux gérants. Les copies ou extraits des procès-verbaux destinés à servir en justice ou ailleurs seront signés par le président ou par deux gérants, ou par toute autre personne dûment mandatée par le conseil de gérance à cette fin.

Art. 13. Le décès d'un gérant ou sa démission, pour quelque motif que ce soit, n'entraîne pas la dissolution de la Société.

Art. 14. Les gérants ne contractent, à raison de leur fonction, aucune obligation personnelle relativement aux engagements régulièrement pris par eux au nom de la Société. Simples mandataires, ils ne sont responsables que de l'exécution de leur mandat.

Art. 15. Le gérant ou le conseil de gérance peut décider de payer des acomptes sur dividendes sur la base d'un état comptable préparé par le gérant ou par le conseil de gérance duquel il ressort que des fonds suffisants sont disponibles pour distribution, étant entendu que les fonds à distribuer ne peuvent pas excéder le montant des bénéfices réalisés depuis le dernier exercice fiscal augmenté des bénéfices reportés et des réserves distribuables mais diminué des pertes reportées et des sommes à porter en réserve en vertu d'une obligation légale ou statutaire.

D. Décisions de l'associé unique - Décisions collectives des associés

Art. 16. Chaque associé peut participer aux décisions collectives quel que soit le nombre de parts qui lui appartiennent. Chaque associé a un nombre de voix égal au nombre de parts qu'il possède ou représente.

Art. 17. Sous réserve d'une majorité plus importante prévue dans les statuts, les décisions collectives ne sont valablement prises que pour autant qu'elles ont été adoptées par des associés représentant plus de la moitié du capital social.

Les associés ne peuvent changer la nationalité de la Société que moyennant une décision unanime. Pour toute autre modification statutaire, l'approbation d'une majorité des associés représentant au moins les trois quart du capital social est requise.

Art. 18. L'associé unique exerce les pouvoirs dévolus à l'assemblée des associés par les dispositions de la section XII de la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée.

E. Année sociale - Bilan - Répartition

Art. 19. L'année sociale commence le premier janvier et se termine le trente et un décembre de chaque année.

Art. 20. Chaque année, au 31 décembre, les comptes sont arrêtés et le ou les gérant(s) dressent un inventaire comprenant l'indication des valeurs actives et passives de la Société. Tout associé peut prendre communication au siège social de l'inventaire et du bilan.

Art. 21. Sur le bénéfice net, il est prélevé 5% (cinq pour cent) pour la constitution d'un fonds de réserve jusqu'à ce que celui-ci atteigne 10% (dix pour cent) du capital social. Le solde est à la libre disposition de l'assemblée générale.

F. Dissolution - Liquidation

Art. 22. En cas de dissolution de la Société, la liquidation sera faite par un ou plusieurs liquidateur(s), associé(s) ou non, nommé(s) par l'assemblée des associés qui fixera leurs pouvoirs et leurs émoluments. Sauf décision contraire, le ou les liquidateur(s) auront les pouvoirs les plus étendus pour la réalisation de l'actif et le paiement du passif de la Société.

L'actif, après déduction du passif, sera partagé entre les associés en proportion des parts sociales détenues dans la Société.

Art. 23. Pour tout ce qui n'est pas réglé par les présents statuts, les associés s'en réfèrent aux dispositions de la loi du 10 août 1915, telle qu'elle a été modifiée.

Souscription et Libération

Les douze mille cinq cents (12.500) parts sociales ont été souscrites par Plaza Investment (Europe) S.à r.l. prénommée.

Toutes les parts sociales ainsi souscrites ont été intégralement libérées en numéraire de sorte que la somme de douze mille cinq cents euros (EUR 12.500.-) est dès maintenant à la disposition de la Société, ce dont il a été justifié au notaire soussigné.

Dispositions transitoires

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

Frais

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

Assemblée générale des associés

La personne mentionnée ci-dessus, représentant l'intégralité du capital souscrit et se considérant comme dûment convoquée, a aussitôt pris les résolutions suivantes:

1. Le siège social de la société est établi au 41, avenue de la Liberté, L-1931 Luxembourg.

2. Les personnes suivantes sont nommées comme gérants de la Société pour une durée indéterminée:

- Madame Virginie VELY, directrice associée, née le 7 novembre 1976 à Woippy, France, demeurant 41, avenue de la Liberté, L-1931 Luxembourg;

- Monsieur Simon SHELLEY, directeur, né le 11 juin 1976 à Londres, Angleterre, demeurant Grafenauweg 6, 6300 Zug, Suisse.

- Monsieur Martin ECKEL, directeur associé, né le 18 août 1979 à Bad Homburg, Allemagne, demeurant 41, avenue de la Liberté, L-1931 Luxembourg.

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

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

Après lecture faire et interprétation donnée à la mandataire de la partie comparante, connue du notaire instrumentaire par nom, prénom usuel, état et demeure, ladite mandataire a signé le présent acte avec Nous le notaire

Signé: L. GEORGEL, J.J. WAGNER.

Enregistré à Esch-sur-Alzette A.C., le 17 avril 2013. Relation: EAC/2013/5116. Reçu soixante-quinze Euros (75.- EUR).

Le Receveur ff. (signé): Monique HALSDORF.

Référence de publication: 2013050815/334.

(130061665) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 avril 2013.

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

Capital social: EUR 17.006,00.

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

R.C.S. Luxembourg B 175.925.

In the year two thousand and thirteen, on the ninth of April.

Before Us Maître Martine SCHAEFFER, notary residing in Luxembourg (Grand Duchy of Luxembourg).

THERE APPEARED:

PICTET & Cie., a société en commandite, governed by the laws of the State of Geneva (Switzerland), having its registered office at 60, route des Accacias, Carouge (GE), Switzerland, and registered with the Geneva Trade Register under number CH-660.0.021.909-1 (the "Sole Shareholder"),

here represented by Mrs Corinne PETIT, employee, residing professionally at 74, avenue Victor Hugo, L-1750 Luxembourg, Grand Duchy of Luxembourg, by virtue of a proxy given under private seal in Geneva (Switzerland) on April 8 th , 2013.

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

The appearing party is acting in its capacity as Sole Shareholder of Moerdijk S.à r.l., a société à responsabilité limitée, having its registered office at 412F, Route d'Esch, L-2086 Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 175.925 (the "Company") and incorporated pursuant to a deed of the undersigned notary, dated February 26 th , 2013, whose articles of incorporation have not been published in the Mémorial C, Recueil des Sociétés et Associations yet (the "Articles").

The Sole Shareholder, acting in its capacity as sole shareholder of the Company and represented as stated here above, hereby passes the following written resolutions in accordance with the provisions of article 200-2 of the Luxembourg law of August 10 th , 1915 on commercial companies, as amended from time to time:

First resolution

The Sole Shareholder resolves to increase the share capital of the Company by an amount of six euro (EUR 6) so as to raise it from its present amount of seventeen thousand euro (EUR 17,000) to seventeen thousand and six euro (EUR 17,006) by the issue of:

- one (1) new class A shares,
- one (1) new class B shares,
- one (1) new class C shares,
- one (1) new class D shares,
- one (1) new class E shares,
- one (1) new class F shares,

with a nominal value of one euro (EUR 1) each and having the rights and obligations set out in the Articles (the "New Shares"), each of such New Shares being paid up by way of contribution in cash, together with a share premium in a total amount of eleven million six hundred ninety-eight thousand two hundred forty-nine euro and ninety-seven cents (EUR 11,698,249.97).

Subscription and Payment

The Sole Shareholder declares to subscribe to the New Shares, fully paid up by a contribution in cash of an aggregate amount of eleven million six hundred ninety-eight thousand two hundred fifty-five euro and ninety-seven cents (EUR 11,698,255.97) of which the amount of six euro (EUR 6) is allocated to the share capital and the amount of eleven million six hundred ninety-eight thousand two hundred forty-nine euro and ninety-seven cents (EUR 11,698,249.97) is allocated to the share premium account of the Company (the "Contribution in Cash").

The funds corresponding to the Contribution in Cash are now at the disposal of the Company, proof of which had been produced to the undersigned notary.

Second resolution

Further to the above resolution, the Sole Shareholder resolves to amend the first paragraph of article 5 of the Articles which shall now read as follows:

" **5. Share capital.**

5.1 The corporate capital is fixed at seventeen thousand and six euro (EUR 17,006), represented by seventeen thousand six (17,006) shares having each a nominal value of one euro (EUR 1) and divided into:

- twelve thousand five hundred and one (12,501) class A shares,
- nine hundred and one (901) class B shares,
- nine hundred and one (901) class C shares,
- nine hundred and one (901) class D shares,
- nine hundred and one (901) class E shares,
- nine hundred and one (901) class F shares,

together referred to as the "Class of Shares" or the "Shares" and having such rights and features as set out in the Articles."

Statement

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

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

After reading the present deed to the mandatory of the appearing party, acting as said before, known to the notary by name, first name, civil status and residence, the said mandatory has signed with Us, the notary, the present deed.

Suit la traduction en français du texte qui précède:

L'an deux mille treize, le neuf avril.

Par-devant Nous, Maître Martine SCHAEFFER, notaire résidant à Luxembourg (Grand-Duché de Luxembourg).

A COMPARU:

PICTET & Cie., une société en commandite, régie par les lois de l'Etat de Genève (Suisse), ayant son siège social au 60, route des Accacias, Carouge (GE), Suisse, et immatriculée auprès du registre de commerce de Genève sous le numéro CH-660.0.021.909-1 (l "Associé Unique"),

ici représenté par Madame Corinne PETIT, prénommée, en vertu d'une procuration donnée sous seing privé à Genève (Suisse) en date du 8 avril 2013.

Laquelle procuration signée «ne varietur» par le mandataire des comparantes et par le notaire restera annexée au présent acte pour être soumise avec lui aux formalités d'enregistrement.

La partie comparante agissant en tant qu'Associé Unique de Moerdijk S.à r.l., une société à responsabilité limitée, ayant son siège social au 412F, route d'Esch, L-2086 Luxembourg, immatriculée au Registre du Commerce et des Sociétés de Luxembourg sous le numéro B 175.925 (la "Société") et constituée suivant acte reçu par le notaire soussigné en date du 26 février 2013, dont les statuts n'ont pas encore été publiés au Mémorial C, Recueil des Sociétés et Associations (les "Statuts").

L'Associé Unique agissant en tant qu'associé unique de la Société et représenté comme indiqué ci-dessus, prend les résolutions suivantes conformément aux dispositions de l'article 200-2 de la loi luxembourgeoise sur les sociétés commerciales du 10 août 1915, telle que modifiée le cas échéant:

Première résolution

L'Associé Unique décide d'augmenter le capital social de la Société d'un montant de six euros (EUR 6.-) afin de porter son montant actuel de dix-sept mille euros (EUR 17.000.-) à dix-sept mille six euros (EUR 17.006.-) par l'émission de:

- une (1) nouvelle part sociale de classe A,
- une (1) nouvelle part sociale de classe B,
- une (1) nouvelle part sociale de classe C,
- une (1) nouvelle part sociale de classe D,
- une (1) nouvelle part sociale de classe E,
- une (1) nouvelle part sociale de classe F,

d'une valeur nominale d'un euro (EUR 1.-) chacune ayant les droits et obligations définis dans les Statuts (les "Nouvelles Parts Sociales"), chacune de ces Nouvelles Parts Sociales étant libérée au moyen d'un apport en numéraire, ensemble avec une prime d'émission d'un montant total de onze millions six cent quatre-vingt-dix-huit mille deux cent quarante-neuf euros et quatre-vingt-dix-sept centimes (EUR 11.698.249,97).

Souscription et paiement

L'Associé Unique déclare souscrire aux Nouvelles Parts Sociales entièrement libérées par un apport en numéraire d'un montant total de onze millions six cent quatre-vingt-dix-huit mille deux cent cinquante¬cinq euros et quatre-vingt-dix-sept centimes (EUR 11.698.255,97) dont le montant de six euros (EUR 6.-) est alloué au capital social de la Société et le montant de onze millions six cent quatre-vingt-dix-huit mille deux cent quarante-neuf euros et quatre-vingt-dix-sept centimes (EUR 11.698.249,97) est alloué au compte de prime d'émission de la Société (l' "Apport en Numéraire").

Les fonds correspondant à cet Apport en Numéraire sont maintenant à la disposition de la Société, ce qui a été prouvé au notaire soussigné.

Deuxième résolution

Suite à la résolution ci-dessus, l'Associé Unique décide de modifier le premier paragraphe de l'article 5 des Statuts de la Société, qui se lira désormais comme suit:

" **5. Capital social.**

5.1 Le capital souscrit est fixé à dix-sept mille six euros (EUR 17.006.-), représenté par dix-sept mille six (17.006) parts sociales, ayant une valeur nominale d'un euro (EUR 1.-) chacune, réparties comme suit:

- douze mille cinq cent une (12.501) parts sociales de catégorie A,
- neuf cent une (901) parts sociales de catégorie B,
- neuf cent une (901) parts sociales de catégorie C,
- neuf cent une (901) parts sociales de catégorie D,
- neuf cent une (901) parts sociales de catégorie E,
- neuf cent une (901) parts sociales de catégorie F,

ensemble dénommées les "Catégories de Parts Sociales" ou les "Parts Sociales" et ayant les même droits et obligations tels que définis dans les Statuts."

Déclaration

Le notaire soussigné, qui comprend et parle l'anglais et le français, déclare par les présentes, qu'à la requête de la partie comparante le présent acte est rédigé en anglais suivi d'une version française; à la requête de la même partie comparante, et en cas de divergences entre le texte anglais et français, la version anglaise prévaudra.

DONT ACTE, le présent acte a été passé à Luxembourg, à la date indiquée en tête des présentes.

Après lecture du présent acte à la mandataire de la partie comparante, agissant comme dit ci-avant, connue du notaire par nom, prénom, état civil et domicile, ladite mandataire a signé avec Nous, le notaire, le présent acte.

Signé: C. Petit et M. Schaeffer.

Enregistré à Luxembourg Actes Civils, le 11 avril 2013. LAC/2013/16763. Reçu soixante-quinze euros (EUR 75,-).

Le Receveur (signée): Irène THILL.

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

Luxembourg, le 16 avril 2013.

Référence de publication: 2013049333/137.

(130060052) Déposé au registre de commerce et des sociétés de Luxembourg, le 17 avril 2013.

Arte Divani S.àr.l., Société à responsabilité limitée.

Siège social: L-3432 Dudelange, 22, rue Dr. Orphée Bernard.

R.C.S. Luxembourg B 96.719.

DISSOLUTION

L'an deux mille treize, le vingt-neuf mars.

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

A COMPARU:

Monsieur Laurent MARTINOT, gérant de sociétés, né à Denain (France), le 15 novembre 1971, demeurant à L-3432 Dudelange, 22, rue Dr. Orphée Bernard,

ici dûment représenté par Madame Eliane RODRIGUES, employée, demeurant professionnellement à Luxembourg, en vertu d'une procuration lui délivrée, laquelle après avoir été signé «ne varietur» par la mandataire du comparant et le notaire instrumentant restera annexée aux présentes.

Lequel comparant, ès-qualités qu'il agit, déclare et requiert le notaire instrumentant d'acter:

1.- Que la société à responsabilité limitée "ARTE DIVANI S.à r.l.", avec siège social à L-3432 Dudelange, 22, rue Dr. Orphée Bernard, inscrite au Registre de Commerce et des Sociétés de Luxembourg, section B, sous le numéro 96.719, (ci-après dénommée la "Société"), a été constituée suivant acte reçu par Maître Aloyse BIEL, alors notaire de résidence à Esch-sur-Alzette, en date du 13 octobre 2003, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 1286 du 3 décembre 2003, dont les statuts ont été modifiés suivant actes reçus par Maître Aloyse BIEL, alors notaire de résidence à Esch-sur-Alzette, en date du:

- 25 mai 2004, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 923 du 16 septembre 2004, et
- 21 novembre 2007, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 92 du 14 janvier 2008.

2.- Que le capital social est fixé à douze mille cinq cents euros (EUR 12.500,-), représenté par cent (100) parts sociales de cent vingt-cinq euros (EUR 125,-) chacune.

3.- Que le comparant, représenté comme dit ci-avant, est devenu seul propriétaire de toutes les parts sociales de la Société.

4.- Que le comparant, représenté comme dit ci-avant, agissant comme associé unique, prononce la dissolution anticipée de la Société avec effet immédiat.

5.- Que le comparant, représenté comme dit ci-avant, se désigne comme liquidateur de la Société et aura pleins pouvoirs d'établir, signer, exécuter et délivrer tous actes et documents, de faire toute déclaration et de faire tout ce qui est nécessaire ou utile pour mettre en exécution les dispositions du présent acte.

6.- Que le comparant, représenté comme dit ci-avant, déclare de manière irrévocable reprendre tout le passif présent et futur de la société dissoute.

7.- Que le comparant, représenté comme dit ci-avant, déclare qu'il reprend tout l'actif de la Société et qu'il s'engagera à régler tout le passif de la Société indiqué à la section 6.

8.- Que le comparant, représenté comme dit ci-avant, déclare que la liquidation de la Société est clôturée et que tous les registres de la Société relatifs à l'émission de parts sociales ou de tous autres titres seront annulés.

9.- Que décharge est donnée au gérant de la Société.

10.- Que les livres et documents de la Société seront conservés pendant cinq ans au moins à Luxembourg à L-3432 Dudelange, 22, rue Dr. Orphée Bernard.

Frais

Le montant des frais, dépenses, rémunérations et charges, sous quelque forme que ce soit, qui incombent à la Société à raison de cet acte, est dès lors évalué à 850,- EUR.

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

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

Signé: Eliane RODRIGUES, Jean SECKLER.

Enregistré à Grevenmacher, le 11 avril 2013. Relation GRE/2013/1470. Reçu soixante-quinze euros (75,- €).

Le Receveur (signé): G. SCHLINK.

Référence de publication: 2013049075/52.

(130059947) Déposé au registre de commerce et des sociétés de Luxembourg, le 17 avril 2013.

Fabinvest S.A., Société Anonyme.

Siège social: L-1526 Luxembourg, 50, Val Fleuri.

R.C.S. Luxembourg B 141.007.

I. Extrait des résolutions prises par l'Assemblée Générale Ordinaire du 18 avril 2013

7 ème Résolution:

Le mandat de deux Administrateurs et du Commissaire devant arriver à échéance à l'issue de l'Assemblée Générale Statutaire de l'an 2013, l'Assemblée Générale décide de renouveler avec effet immédiat et jusqu'à l'issue de l'Assemblée Générale Annuelle de l'an 2014, le mandat des Administrateurs, Monsieur Christophe BLONDEAU, employé privé, né le 28 février 1954 à Anvers, résidant professionnellement au 163 Rue du Kiem, L-8030 Strassen et Madame Cornelia METTLEN, employée privée, née le 29 janvier 1963 à Sankt Vith, résidant professionnellement au 163 Rue du Kiem, L-8030 Strassen.

L'Assemblée Générale décide de renouveler, avec effet immédiat, le mandat du Commissaire, H.R.T. REVISION S.A., avec siège social au 163 Rue du Kiem, L-8030 Strassen, jusqu'à l'issue de l'Assemblée Générale Annuelle de l'an 2014.

II. Résolution unique prise par le Conseil d'Administration le 18 avril 2013

Le Conseil d'Administration décide d'élire Monsieur Philippe RICHELLE, Administrateur, né le 17 octobre 1962 à Verviers (Belgique), résidant professionnellement au 163 Rue du Kiem, L-8030 Strassen comme nouveau Président du Conseil d'Administration.

Il occupera cette fonction pendant toute la durée de son mandat d'Administrateur dans la société, à savoir jusqu'à l'issue de l'Assemblée Générale Statutaire de l'an 2014.

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

Pour FABINVEST S.A.

Référence de publication: 2013052001/25.

(130063965) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

EFV Acquisitions S.à r.l., Société à responsabilité limitée.

Capital social: USD 20.000,00.

Siège social: L-5365 Munsbach, 6C, rue Gabriel Lippmann.

R.C.S. Luxembourg B 176.277.

Extrait des résolutions prises par l'associé unique de la Société en date du 17 avril 2013

Conseil de gérance:

Il résulte des résolutions prises par l'associé unique de la Société en date du 17 avril 2013 que:

- Monsieur Jakub Jasica a démissionné de sa fonction de gérant de la Société avec effet au 17 avril 2013.

L'associé unique a décidé de nommer à la fonction de gérant avec effet au 17 avril 2013 et ce, pour une durée indéterminée:

- Monsieur Rodney Rayburn, né le 1 er février 1970 à Dawson, Géorgie, Etats-Unis, demeurant au 8500 Normandale Lake Blvd, Suite 1500, Minneapolis, MN 55437-USA, gérant.

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

EFV Acquisitions S.à r.l.
Signature
Un Mandataire

Référence de publication: 2013051958/20.

(130063813) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

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