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MEMORIAL

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RECUEIL DES SOCIÉTÉS ET ASSOCIATIONS

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

C — N° 1429

17 juin 2013

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Boucherie Ferreira S.à r.l., Société à responsabilité limitée.

Siège social: L-4176 Esch-sur-Alzette, 30, rue Jos Kieffer.
R.C.S. Luxembourg B 90.815.

Les comptes annuels au 31.12.11 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: 2013050455/10.

(130062349) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 avril 2013.

Bel Canto Sicav, Société d'Investissement à Capital Variable.

Siège social: L-2449 Luxembourg, 16, boulevard Royal.
R.C.S. Luxembourg B 51.614.

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: 2013050439/10.

(130061986) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 avril 2013.

Ateliers Origer S.à r.l., Société à responsabilité limitée.

Siège social: L-6776 Grevenmacher, 11, op der Ahlkerrech.
R.C.S. Luxembourg B 28.145.

Les comptes annuels au 31 décembre 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2013050428/10.

(130061568) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 avril 2013.

Carrelage Moderne S.à r.l., Société à responsabilité limitée.

Siège social: L-5256 Sandweiler, 29, rue Nic Welter.
R.C.S. Luxembourg B 88.122.

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: 2013050495/10.

(130061575) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 avril 2013.

CC Développement S.à r.l., Société à responsabilité limitée.**Capital social: EUR 1.707.000,00.**

Siège social: L-1931 Luxembourg, 13-15, avenue de la Liberté.
R.C.S. Luxembourg B 123.891.

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

1^{er} dépôt le 18 octobre 2012, numéro de dépôt: L120179151

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

Luxembourg, le 19 avril 2013.

Stijn CURFS

Mandataire

Référence de publication: 2013050496/14.

(130061968) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 avril 2013.

Sportissimo, Société à responsabilité limitée.

Siège social: L-1118 Luxembourg, 23, rue Aldringen.
R.C.S. Luxembourg B 18.761.

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: 2013050927/10.

(130062427) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 avril 2013.

Sportsdirect.com Luxembourg, Succursale d'une société de droit étranger.

Adresse de la succursale: L-9964 Huldange, 3, Op d'Schmëtt.
R.C.S. Luxembourg B 132.687.

Les comptes annuels au 30 avril 2011 concernant SPORTSDIRECT.COM BELGIUM S.A., ayant pour succursale SPORTSDIRECT.COM LUXEMBURG, 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.
Windhof, le 19/04/2013.

Référence de publication: 2013050928/11.

(130062299) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 avril 2013.

BlueMountain Monteners Master Fund SCA SICAV-SIF, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé, (anc. BlueMountain Monteners MF SCA).

Siège social: L-2633 Senningerberg, 6D, route de Trèves.
R.C.S. Luxembourg B 176.346.

In the year two thousand and thirteen, on the fifteenth day of April;
before Maître Martine Schaeffer, notary residing in Luxembourg,

was held an extraordinary general meeting of the shareholders (the Meeting) of BlueMountain Monteners MF S.C.A, an investment company with variable capital (société d'investissement à capital variable), in the form of a partnership limited by shares (société en commandite par actions), having its registered office at 6D, route de Trèves L-2633 Senningerberg, registered with the Luxembourg Trade and Companies Register under number B 176.346, incorporated pursuant to a deed of the undersigned notary, on 18 January 2013 (the Company).

The Meeting was opened with Johan Terblanche, Solicitor, residing in Luxembourg, in the chair.

The Chairman appointed as Secretary Gianpiero SADDI, residing in Luxembourg.

The Meeting elected as Scrutineer Jonathan Terblanche, prenamed.

The bureau of the Meeting having thus been constituted, the Chairman declared and requested the notary to state that:

I. The shareholders represented and the number of shares held by them are indicated on an attendance list. This list and the proxies, after having been signed by the appearing parties and the notary, will remain attached to the present deed for registration purposes.

II. This attendance list shows that the sole (1) management share, the forty-eight (48) Carry shares and the sole (1) Ordinary share, representing the entire share capital of the Company, are represented at the present Meeting so that the Meeting can validly decide on all the issues of the agenda which are known to the shareholders.

III. The agenda of the Meeting is the following:

1. waiver of the convening notice;
2. full restatement of the articles of association of the Company and of its corporate object in particular, worded as follows:

Corporate object

The purpose of the Fund is to invest primarily in cash and synthetic credit assets as well as equities, with the aim of spreading the investment risks and affording its Shareholders with the results of the management of its assets, each time in accordance with the Private Placement Memorandum.

The Fund may take any measures and carry out any transaction which it may deem useful for the accomplishment and development of its purpose to the full extent permitted under the 2007 Law

3. miscellaneous.

These facts having been exposed and recognized as true by the Meeting, the Meeting, after deliberation, unanimously took the following resolutions:

First resolution

The Meeting resolves to waive the convening notices, the shareholders of the Company considering themselves as duly convened and having perfect knowledge of the agenda which has been communicated to them in advance.

Second resolution

Further to the receipt of the avis de fin d'examen dated 12 April 2013 from the Luxembourg commission de surveillance du secteur financier, the shareholders of the Company resolve to fully restate the articles of association of the Company (the Articles), to comply the content with the provisions of the law of 13 February 2007 relating to Specialised Investment Funds and to reflect the provisions of the private placement memorandum in relation to the Company.

The appearing parties, represented as stated here-above, have thus requested the undersigned notary to enact the following restatement of the Articles:

Title I - Form and name - Registered office - Duration - Purpose

Art. 1. Form and name, liability.

1.1 There exists among the managing general partner, "associé gérant commandité" (the General Partner), BlueMountain Montenvers Holdings, LLC a company incorporated under the laws of Delaware having its registered office at 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, Delaware 19808, registered with the Delaware Secretary of State (the Carry Shareholder) and the other limited partners, "actionnaires commanditaires" (the Limited Shareholders and together with the General Partner and the Carry Shareholder the Shareholders), a corporate partnership limited by shares in the form of a "société en commandite par actions" organised as a "société d'investissement à capital variable" qualifying as a "fonds d'investissement spécialisé" under the name of BlueMountain Montenvers Master Fund SCA SICAV-SIF (hereafter the Fund), governed by the Luxembourg law of 10 August 1915 relating to commercial companies, as amended (the 1915 Law), the Luxembourg law of 13 February 2007 relating to specialised investment funds, as may be amended (the 2007 Law) and the present articles of association (the Articles).

1.2 The Carry Shareholder and the Limited Shareholders are liable up to the amount of the capital committed by them to the Fund in subscribing for Shares (if any) or the amount invested in the Fund at the relevant time.

Art. 2. Registered office.

2.1 The registered office of the Fund is established in Senningerberg, Grand Duchy of Luxembourg. It may be transferred within the boundaries of the municipality by a resolution of the General Partner. The registered office may further be transferred to any other place in the Grand Duchy of Luxembourg by means of a resolution of the Shareholders adopted in the manner required for the amendment of these Articles.

2.2 Branches, subsidiaries or other offices may be established either in the Grand Duchy of Luxembourg or abroad by a resolution of the General Partner. Where the General Partner determines that extraordinary political or military developments or events have occurred or are imminent and that these developments or events would interfere with the normal activities of the Fund 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 extraordinary circumstances. Such temporary measures shall have no effect on the nationality of the Fund, which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg incorporated company.

Art. 3. Duration.

3.1 The Fund is established for an unlimited duration.

3.2 The Fund shall not be dissolved by reason of the death, suspension of civil rights, incapacity, insolvency, bankruptcy or any similar event affecting one or several of the Shareholders.

3.3 The Fund shall not come to an end in the event of the resignation, removal, dissolution or bankruptcy or insolvency of the General Partner. The meeting of Shareholders may appoint an interim manager, who need not be a Shareholder, subject to the prior approval of the Commission de Surveillance du Secteur Financier.

3.4 The interim manager shall adopt urgent measures and those of ordinary administration until the holding of a general meeting of Shareholders, which has to resolve on the continuation or discontinuation of the Fund and in case of a decision to continue the Fund's activities, the appointment of a replacement general partner. The interim manager shall, within fifteen days of his appointment, convene a general meeting of Shareholders in accordance with the procedures laid down in Art. 22 au-dessous.

3.5 The interim manager shall be liable only for the performance of his mandate.

Art. 4. Corporate object.

4.1 The purpose of the Fund is to invest primarily in cash and synthetic credit assets as well as equities, with the aim of spreading the investment risks and affording its Shareholders with the results of the management of its assets, each time in accordance with the Private Placement Memorandum.

4.2 The Fund may take any measures and carry out any transaction which it may deem useful for the accomplishment and development of its purpose to the full extent permitted under the 2007 Law.

Title II - Share capital

Art. 5. Share Capital.

5.1 The share capital of the Fund shall be represented by shares of no nominal value and shall at any time be equal to the total net assets of the Fund. The initial share capital of the Fund upon incorporation amounted to fifty thousand United States Dollars (USD 50,000) divided into divided into (i) one (1) voting, non-participating, ordinary management share to be issued at a subscription price of USD1,000 (the Management Share), (ii) forty eight (48) participating carry shares to which carried interest distributions will be allocated (the Carry Shares), and (iii) an unlimited number of voting, participating shares, one (1) of which was issued at formation (the Investor Shares) (the Management Share, the Carry Shares, the Investor Shares and any other Class of shares created and issued in accordance with these Articles are hereinafter collectively referred to as the Shares).

5.2 The Management Share is exclusively reserved to the General Partner and does not carry the right to participate in the assets of the Fund on a winding up (other than the return of paid up capital on that Share) or in any dividends of the Fund.

5.3 The Carry Shares are exclusively reserved to the Carry Shareholder and affiliates thereof.

5.4 The Investor Shares are offered to well-informed investors within the meaning of article 2 of the 2007 Law (each a Well-Informed Investor).

5.5 The minimum capital of the Fund shall be the equivalent, in United States Dollars, of one million two hundred and fifty thousand euro (EUR 1,250,000), which must be reached within twelve months after the date on which the Fund has been authorised in accordance with the 2007 Law.

Art. 6. Investor Shares.

6.1 Upon formation of the Fund, one (1) Investor Share in Series 00/2013 (the Initial Investor Shares) was issued to BlueMountain Montenvers Fund SCA SICAV-SIF, forty eight (48) Carry Shares were issued to the Carry Shareholder and one (1) Management Share was issued to the General Partner..

6.2 The General Partner shall issue Investor Shares to Well-Informed Investors in accordance with the provisions of the Private Placement Memorandum.

Art. 7. Classes of Shares.

7.1 In addition to the Management Share and the Investor Shares, the General Partner may, at any time, issue further classes of Shares (collectively the Classes and individually a Class), which may carry different rights and obligations inter alia with regard to eligible investors, income and profit entitlements, redemption features, reporting obligations and/or fee and cost features as described in the private placement memorandum of the Fund (the Private Placement Memorandum).

Art. 8. Form of Shares.

8.1 The Fund shall issue Shares in registered form only.

8.2 All issued Shares of the Fund shall be registered in the share register which shall be kept at the registered office of the Fund and such register shall contain the name of each owner of registered Shares, his residence or elected domicile as indicated to the Fund, the number of registered Shares held by him and the amount paid up on each fractional share.

8.3 The inscription of the Shareholder's name in the share register evidences his right of ownership on such registered Shares. The Fund shall normally not issue certificates for such inscription, but each Shareholder shall receive a written confirmation of his shareholding upon request.

8.4 Shareholders entitled to receive registered Shares shall provide the Fund with an address to which all notices and announcements may be sent. Such address will also be entered in the share register.

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

8.6 The Fund recognises only one 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 sole attorney to represent such shareholding in dealings with the Fund. The General Partner has the right to suspend the exercise of all rights attached to such Shares(s) until such attorney has been duly appointed. In the event that a Share is registered in the name of more than one person, the first-named holder in the register shall be deemed to be the representative of all joint holders and shall alone be entitled to be treated as a holder of such Share for all purposes, including without limitation, to receive notices from the Fund.

8.7 The Fund may decide to issue fractional Shares, up to three decimal places. Such fractional Shares shall not be entitled to vote but shall be entitled to participate in the net assets attributable to the relevant Class of Shares on a pro rata basis.

8.8 Payments of dividends, if any, will be made to Shareholders by bank transfer or by cheque sent to their mandated addresses in the share register.

Art. 9. Issue and subscription of Shares.

9.1 Shares may only be subscribed for by investors who comply with the status of Well-Informed Investor. The compliance of each subscriber with the status of Well-Informed Investor will be verified by the General Partner or any agent to which such function has been delegated by the General Partner. This restriction is not applicable to the General Partner.

9.2 Investors wishing to subscribe for Investor Shares in the Fund shall execute a subscription agreement (the Subscription Agreement), which upon acceptance will be signed by the General Partner. Investors thus commit themselves to subscribing and accepting Investor Shares in accordance with these Articles as well as the terms and conditions set forth in the Private Placement Memorandum.

9.3 The General Partner is authorised to issue, at any time, an unlimited number of additional Shares in any Class, without reserving to the existing Shareholders a preferential right to subscribe for the Shares to be issued. Each newly issued Share in one specific Class entitles its holder to the same rights and obligations of the holders of existing Shares in the same Class.

9.4 No additional Management Share may be issued.

9.5 Shares may be designated in series (each a Series), each corresponding to a specific period of issuance and to a specific subscriber, so that each subscriber whose application for the issue of Shares of a particular class that is accepted as of a particular date shall receive Shares of a Series unique to such subscriber and such date. Shares of each Series within a specific Class will have the same characteristics as the Shares of each other Series of that Class, differing only in respect of their issue date and subscriber and thus in respect of any right or obligation based on such issue date.

9.6 Shares shall have no par value.

9.7 The General Partner may impose conditions on the issue of Shares (including without limitation the execution of such subscription documents and the provision of such information as the General Partner may determine to be appropriate) and may fix a minimum subscription level. Any conditions to which the issue of Shares may be submitted shall be detailed in the Private Placement Memorandum. The issue price of Shares is determined by the General Partner on a Class by Class basis as fully described in the Private Placement Memorandum.

9.8 Shares shall be allotted only upon acceptance of the subscription and payment of the entire issue price, which must be received before the issue of Shares. The payment will be made under the conditions and within the time limits as determined by the General Partner and fully described in the Private Placement Memorandum.

9.9 The General Partner may agree to issue Shares as consideration for a contribution in kind, in compliance with the conditions set forth by Luxembourg law.

9.10 If an Investor does not meet the payment requirements as fully described in the Private Placement Memorandum, it will be in default and the relevant Shares will not be issued.

9.11 The General Partner may delegate to any duly authorised director, manager, officer or to any other duly authorised agent the power to accept subscriptions, to receive payment of the issue price of any Shares and to deliver the Shares.

Art. 10. Transfer of Shares.

10.1 Shares may not be transferred or assigned in whole or in part, without the prior written consent of the General Partner, which may be granted or withheld in the sole discretion of the General Partner, which consent shall not be unreasonably withheld in connection with affiliate transfers.

10.2 The Management Share is exclusively and mandatorily transferable to a replacement general partner upon replacement of the General Partner as per Art. 3.3 au-dessus.

Art. 11. Redemption of Shares.

11.1 A Shareholder may elect to redeem all or any portion of its Shares as of the last day of each calendar month or on such other day as agreed by the General Partner in its discretion (each, a Redemption Date), upon written notice to the General Partner given no later than the last day of the month that is three months prior to the proposed Redemption Date. If such redemption occurs other than on the last day of the month immediately preceding the second anniversary of the date of subscription of such Share, and each succeeding biennial anniversary thereof, then such redemption may be subject to a redemption fee, as further set out in the Private Placement Memorandum.

11.2 If a redeeming Shareholder owns Shares of more than one Series of the Class being redeemed, such Shares will be deemed to be redeemed on a "first-in-first-out" basis.

11.3 The General Partner may compulsorily redeem the Shares of any Shareholder in accordance with the Private Placement Memorandum.

11.4 All reasonable costs and expenses associated with any redemption are charged against the Net Asset Value of the redeeming Shareholder's Shares. Redemption proceeds shall generally be paid in cash; provided that the Fund may,

with the consent of the redeeming Shareholder, pay redemption proceeds in securities or partly in cash and partly in securities.

11.5 The General Partner may suspend the right of redemption under certain circumstances as set out in the Private Placement Memorandum.

Title III - Net asset value

Art. 12. Calculation of the net asset value.

12.1 The reference currency of the Fund is the United States Dollar. The Net Asset Value is calculated by the Administrative Agent under the responsibility of the General Partner.

12.2 The NAV per Share is calculated on a Class by Class and Series by Series basis (if applicable) on such frequency as set forth in the Private Placement Memorandum.

12.3 All assets and liabilities of the Fund shall be valued at fair value in compliance with the accounting principles applicable to the Fund. The General Partner, in its discretion and in good faith, may permit some other method of valuation to be used, if it considers that such valuation better reflects the fair value of any asset of the Fund.

12.4 The assets of the Fund shall include:

- (i) all cash in hand, receivable or on deposit, including any interest accrued thereon;
- (ii) all bills and notes payable on demand and any account due (including the proceeds of securities sold but not delivered);
- (iii) all securities, shares, bonds, time notes, debentures, debenture stocks, subscription rights, warrants and other securities, money market instruments and similar assets owned or contracted for by the Fund;
- (iv) all interest accrued on any interest-bearing assets, except to the extent that the same is included or reflected in the principal amount of such assets;
- (v) all stock dividends, cash dividends and cash distributions receivable by the Fund to the extent information thereon is reasonably available to the Fund;
- (vi) the preliminary expenses of the Fund, including the cost of issuing and distributing Shares of the Fund, insofar as the same have not been written off and insofar the Fund shall be reimbursed for the same;
- (vii) the marketing and distribution costs of the Fund, which may be amortised over a period of up to 5 (five) years;
- (viii) the liquidating value of all forward contracts and all call or put options the Fund has an open position in; and
- (ix) all other assets of any kind and nature, including expenses paid in advance.

12.5 The value of such assets shall be determined at fair value with due regard to the following principles:

- (i) the value of any cash at hand or on deposit, bills, demand notes and accounts receivable, prepaid expenses, dividends and interests matured but not yet received shall be valued at the par-value of the assets, except if it appears that such value is unlikely to be received. In such a case, subject to the approval of the General Partner, the value shall be determined by deducting a certain amount to reflect the true value of the assets;
- (ii) the value of transferable securities and money market instruments listed on an official stock exchange or dealt in on a regulated market which operates regularly and is recognised and open to the public, a "Regulated Market" as defined by applicable laws and regulations, is based on the latest available price and if such transferable securities are dealt in on several markets, on the basis of the latest known price on the stock exchange which is normally the principal market for such securities. If the latest known price is not representative, the value shall be determined based on a reasonably foreseeable sales price to be determined prudently and in good faith;
- (iii) in the event that any transferable securities or/and money market instruments are not listed or dealt in on any stock exchange or any other regulated market operating regularly, recognised and open to the public, as defined by the laws and regulations in force, the value of such assets shall be assessed on the basis of their foreseeable sales price estimated prudently and in good faith;
- (iv) the liquidating value of derivative contracts not traded on exchanges or on other regulated markets shall mean their net liquidating value determined by the General Partner in a fair and reasonable manner, on a basis consistently applied for each different variety of contracts. The liquidating value of futures, forward and options contracts traded on exchanges or on other regulated markets shall be based upon the last available settlement prices of these contracts on exchanges and regulated markets on which the particular futures, forward or options contracts are traded by the Fund; provided that if a futures, forward and options contract could not be liquidated on the day with respect to which net assets are being determined, the basis for determining the liquidating value of such contract shall be such value as the General Partner may deem fair and reasonable;
- (v) the value of money market instruments not listed or dealt in on any stock exchange or any other regulated market and with remaining maturity of less than 12 (twelve) months and of more than 90 (ninety) days is deemed to be the nominal value thereof, increased by any interest accrued thereon. Money market instruments with a remaining maturity of 90 (ninety) days or less will be valued by the amortised cost method, which approximates market value;
- (vi) units of UCITS and/or other UCI will be valued at their last determined and available Net Asset Value or, if such price is not representative of the fair market value of such assets, then the price shall be determined by the General

Partner on a fair and equitable basis. Units or shares of a closed-ended UCI will be valued at their last available stock market value;

(vii) interest rate swaps will be valued at their market value established by reference to the applicable interest rate curve; and

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

12.6 Assets expressed in a currency other than the reference currency of the Fund concerned respectively in United States Dollar shall be converted on the basis of the rate of exchange which the General Partner in its absolute discretion deems applicable as at the close of business on the relevant Valuation Day. If such rate of exchange is not available, the rate of exchange will be determined in good faith by or under procedures established by the General Partner.

12.7 The General Partner, at its sole discretion, may permit some other method of valuation to be used if it considers that such valuation better reflects the fair value of any asset of the Fund.

12.8 The liabilities of the Fund shall include:

(i) all loans, bills and accounts payable;

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

(iii) all accrued or payable expenses (including administrative expenses, advisory and management fees, including incentive fees, custodian fees, and corporate agents' fees);

(iv) all known liabilities, present or future, including all matured contractual obligations for payment of money, including the amount of any unpaid distributions declared by the Fund;

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

(vi) all other liabilities of whatsoever kind and nature reflected in accordance with generally accepted accounting principles; and

(vii) the costs and disbursements of any committees incurred in relation to the furtherance of the business of the Fund (if applicable) and shareholder meetings.

12.9 In determining the amount of such liabilities the General Partner shall, with due regard to the expenses borne by the General Partner out of its management fee, take into account all expenses payable by the Fund which shall include formation expenses, fees, expenses, disbursements and out-of-pocket expenses payable to its accountants, custodian and its correspondents, management company as well as any other agent employed by the Fund, the remuneration of the directors and their reasonable out-of-pocket expenses, insurance coverage and reasonable travelling costs in connection with General Partner meetings and investment committee meetings, fees and expenses for legal and auditing services, any fees and expenses involved in registering and maintaining the registration of the Fund with any governmental agencies or stock exchanges in the Grand Duchy of Luxembourg and in any other country, licensing fees for the use of the various indexes, reporting and publishing expenses, including the cost of preparing, translating, printing, advertising and distributing the Private Placement Memorandum, further explanatory sales documents, periodical reports or registration statements, the costs of publishing the Net Asset Value and any information relating to the estimated value of the Fund, the cost of printing certificates, if any, and the costs of any reports to Shareholders, the cost of convening and holding Shareholders', General Partner and committee meetings, all taxes, duties, governmental and similar charges, and all other operating expenses, including the cost of buying and selling assets, transaction fees, the cost of publishing the issue and redemption prices, interests, bank charges and brokerage, postage, insurance, telephone and telex. The Fund may accrue administrative and other expenses of a regular or recurring nature based on an estimated amount for yearly or other periods.

12.10 The assets and liabilities of different Classes and Series shall be allocated as follows:

(i) the proceeds to be received from the issue of Shares of a Class and Series, if applicable shall be applied in the books of the Fund to the relevant Class and Series, if applicable;

(ii) where an asset is derived from another asset, such derived asset shall be applied in the books of the Fund to the same Class and Series, if applicable as the assets from which it was derived and on each revaluation of an asset, the increase or diminution in value shall be applied to the relevant Class and Series, if applicable;

(iii) where the Fund incurs a liability which relates to any asset of a particular Class and Series, if applicable or to any action taken in connection with an asset of a particular Class and Series, if applicable, such liability shall be allocated to the relevant Class and Series, if applicable;

(iv) upon the record date for determination of the person entitled to any dividend declared on Shares of any Class and Series, if applicable, the assets of such Class and Series, if applicable shall be reduced by the amount of such dividends; and

(v) in the case where any asset or liability of the Fund cannot be considered as being attributable to a particular Class and Series, if applicable, such asset or liability shall be allocated to all the Classes and Series, if applicable pro rata to the NAV of the relevant Class and Series, if applicable or in such other manner as determined by the General Partner acting in good faith.

12.11 For the purposes of the NAV computation:

(i) Shares to be redeemed in accordance with the terms of the Private Placement Memorandum shall be treated as existing and taken into account until immediately after the time specified by the General Partner on the relevant valuation time and from such time and until paid by the Fund the price therefore shall be deemed to be a liability of the relevant Class and Series, if applicable;

(ii) Shares to be issued shall be treated as being in issue as from the time specified by the General Partner on the valuation time, and from such time and until received by the relevant Class and Series, if applicable, the price therefore shall be deemed to be a debt due to the relevant Class and Series, if applicable;

(iii) all investments, cash balances and other assets expressed in currencies other than the currency in which the NAV for the relevant Class and Series, if applicable, is calculated shall be valued after taking into account the rate of exchange prevailing on the principal market of each such asset on the dealing day preceding the valuation time;

(iv) where on any valuation time the Fund has contracted to:

a. purchase any asset, the value of the consideration to be paid for such asset shall be shown as a liability of the relevant Class and Series, if applicable and the value of the asset to be acquired shall be shown as an asset of the relevant Class and Series, if applicable;

b. sell any asset, the value of the consideration to be received for such asset shall be shown as an asset of the relevant Class and Series, if applicable and the asset to be delivered shall not be included in the assets of the Fund; and

(v) provided however, that if the exact value or nature of such consideration or such asset is not known on such valuation time, then its value shall be estimated by the General Partner in good faith.

12.12 If since the time of determination of the NAV there has been a material change in the quotations in the markets on which a substantial portion of the investments of the Fund are dealt in or quoted, the Fund may, in order to safeguard the interests of the Shareholders and the Fund, cancel the first valuation and carry out a second valuation.

Art. 13. Suspension of the calculation of the net asset value.

13.1 The valuation of the assets of the Fund and the calculation of NAV per Share shall be performed by the General Partner or by the agent appointed for this purpose under the supervision of the General Partner, on such frequency as set forth in the Private Placement Memorandum (each a Valuation Day).

13.2 The Fund is authorised to temporarily suspend the calculation of the NAV and the issue and redemption of Shares in the following cases:

(i) any stock exchange or over-the-counter market on which a substantial part of the investments owned by the Fund are traded is closed or trading on any such exchange or market is restricted or suspended;

(ii) there exists a state of affairs that constitutes a state of emergency as a result of which disposal of the investments owned by the Fund is not reasonably practicable or it is not reasonably practicable to determine fairly the value of the assets; or

(iii) a breakdown occurs in any of the means normally employed in ascertaining the value of a substantial part of the assets of the Fund or when for any other reason the value of such assets cannot reasonably be ascertained.

13.3 In addition to the foregoing, the General Partner, by written notice to any Shareholder, may suspend redemption rights of such Shareholder if the General Partner in good faith deems it necessary to comply with anti-money laundering laws and regulations applicable to the Fund, the investment advisor, the investment manager, or any of the Fund's service providers.

13.4 Shareholders holding Shares which are the subject of a suspension will be notified of any suspension of issue, redemption or determination of NAV or of any reinstatement following a suspension thereof, in each case within 10 (ten) days of the relevant event.

13.5 Where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

Title IV - Administration

Art. 14. Management.

14.1 The Fund shall be managed by the General Partner who shall be the unlimited liable shareholder (associé-gérant-commandité) and who shall be personally, jointly and severally liable with the Fund for all liabilities which cannot be met out of the assets of the Fund. The Limited Shareholders shall refrain from acting in a manner or capacity other than by exercising their rights as Limited Shareholders in general meetings and shall in such case be liable only to the extent of their commitments made (if any) or capital contributed to the Fund as per Art. 9 au-dessus.

14.2 The General Partner is vested with the broadest powers to perform all acts of administration and disposition in the Fund's interest which are not expressly reserved by applicable law or by these Articles to the general meeting of Shareholders, each time in compliance with the investment objectives and strategy of the Fund.

14.3 Subject to the consent of the General Partner, the General Partner may be removed from its capacity as managing General Partner by Shareholders representing a majority of 80% of the votes cast at a general meeting of Shareholders where at least 80% of the voting rights are represented, on the occurrence of the following events:

(a) any action by the General Partner, or any person to whom the General Partner has delegated any part of its duties, which has been determined by an arbitrator or competent court in a final decision to constitute a fraud and which is not remedied within 60 (sixty) days after notification to or the coming to the General Partner's attention; or

(b) the determination by an arbitrator or competent court that the General Partner, or any person to whom the General Partner has delegated any part of its duties, has/have wilfully or through gross negligence committed a breach of one or more provisions of the Fund Documents, and which is not remedied within 60 (sixty) days after notification to or the coming to the General Partner's attention.

14.4 The General Partner may, under its full responsibility, be assisted, while managing the Fund's assets by one or several investment managers and/or investment advisors or may delegate its powers in relation to the management of the Fund to one or several agents.

14.5 In case of liquidation or removal of the General Partner and upon failure to appoint a new managing general partner (associé-gérant-commandité) within one month from the date of such liquidation or removal, the Fund will be dissolved.

Art. 15. Custodian bank.

15.1 Under a custodian agreement the Fund will appoint a custodian in accordance with the 2007 Law.

15.2 The custodian will be a financial institution operating in Luxembourg and licensed to carry out banking activities in accordance with the terms of the Luxembourg law of 5 April 1993 on the financial sector, as amended from time to time.

15.3 Under the custodian agreement, all securities, cash and other assets of the Fund are at all time entrusted to the custodian. The custodian will carry out the usual duties regarding custody of the assets, in accordance with applicable law and the custodian agreement.

15.4 In the event the assets of the Fund are not materially deposited with the custodian or with a third party appointed by the custodian to this end (considering the nature of the assets and the activities of the Fund) the obligations of the custodian shall be limited to the supervision of the assets.

15.5 The General Partner is entitled to change the custodial arrangements described above by agreement with the custodian and/or, in its discretion, to appoint a substitute custodian.

Art. 16. Corporate Signature.

16.1 Vis-à-vis third parties, the Fund is validly bound by the sole signature of the General Partner acting through one or more authorised signatories or by the individual or joint signatures of any other persons to whom authority shall have been delegated by the General Partner as the General Partner shall determine in its discretion.

Art. 17. Delegation of Powers.

17.1 The General Partner may appoint any officers, including a general manager and any assistant general managers as well as any other officers that it deems, in its discretion, necessary for the operation and management of the Fund. Such appointments may be cancelled at any time by the General Partner. The officers need not be Shareholders of the Fund. Unless otherwise provided for by these Articles of Association, the officers shall have the rights and duties conferred upon them by the General Partner. The General Partner may furthermore appoint other agents, who need not to be members of the General Partner and who will have the powers determined by the General Partner.

17.2 The General Partner may create from time to time one or several committees composed of General Partner members and/or external persons and to which it may delegate powers and roles as appropriate.

Art. 18. Investment Policies and Restrictions.

18.1 The General Partner, based upon the principle of risk diversification and in accordance with the Private Placement Memorandum, has the power to determine the investment policies and strategies of the Fund and the course of conduct of the management and business affairs of the Fund, within the restrictions as shall be set forth by the General Partner in compliance with applicable laws and regulations.

18.2 The Fund may employ, as set forth in the Private Placement Memorandum, techniques and instruments relating to transferable securities, currencies or any other financial assets or instruments for the purpose of hedging.

Art. 19. Conflict of Interests.

19.1 No contract or other transaction between the Fund and any other company or firm shall be affected or invalidated by the fact that any one or more of the members of the board of managers or officers of the General Partner is interested in, or is a director, associate, officer or employee of such other company or firm. Any member of the board of managers of the General Partner who serves as a director, officer or employee of any company or firm, with which the Fund shall contract or otherwise engage in business shall not, by reason of such affiliation with such other company or firm be prevented from considering and voting or acting upon any matters with respect to such contract or other business.

19.2 In the event that any member of the board of managers of the General Partner may have in any transaction of the Fund an interest different to the interests of the Fund, such person shall make known to the General Partner such conflict of interests and shall not consider or vote on any such transaction and such transaction, and such person's interest therein shall be reported to the next succeeding meeting of Shareholders.

19.3 The conflict of interests referred to in the preceding paragraph, shall not include any relationship with or interest in any matter, position or transaction involving the sponsor, the investment advisor, investment manager, the custodian, the distributors as well as any other person, company or entity as may from time to time be determined by the General Partner on its discretion.

Art. 20. Indemnification.

20.1 To the fullest extent permitted by law, the General Partner and each of its affiliates, and their respective partners, members, managers, shareholders, officers, directors, agents or employees are fully protected and indemnified by the Fund from and against any loss, expense, damage or injury, including, without limitation, any judgment, award settlement, reasonable attorneys' fees and other costs or expenses permitted by law incurred by them or any of them in connection with any action, suit or proceeding arising from any act or omission taken or suffered by any of them for or on behalf of the Fund or any related management or similar agreement (including amounts paid in respect of judgments or fines or in settlement of litigation and expenses, including attorneys' fees, reasonably incurred by any of them in connection with any pending or threatened litigation or proceeding); provided that this indemnity does not extend to conduct by the General Partner, any of its affiliates or their respective partners, members, managers, shareholders agents or employees if it shall have been determined by a court of competent jurisdiction that any such person engaged in fraud, bad faith, gross negligence (as determined under New York law) or willful misconduct.

20.2 In the event of settlement of any action, suit or proceeding pending or threatened, such indemnification shall extend to all matters covered by the settlement except for matters with respect to which the Fund is advised by counsel regularly retained by the Fund that the person seeking indemnification, in the opinion of such counsel, did not act in good faith. The foregoing right of indemnification is in addition to any rights to which the General Partner and each of its affiliates and their respective partners, members, managers, shareholders, officers, directors, agents or employees may otherwise be entitled and inures to the benefit of the executors, administrators, personal representatives, successors or assigns of each such person.

20.3 The Fund may pay the expenses incurred by the General Partner, each of its affiliates and their respective partners, members, managers, shareholders, officers, directors, agents and employees, in defending a civil or criminal action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such payment if it shall ultimately be determined that such person is not entitled to indemnification. Any right of indemnity or advancement of expenses may be satisfied only out of the assets of the Fund the equity holders of the Fund and the General Partner shall not be personally liable with respect to any such claim for indemnification.

20.4 The Fund shall indemnify, out of the assets of the Fund, any member of the board of managers of the General Partner, the General Partner, the investment advisor(s), the investment manager(s), the custodian, the administrative agent, the registrar and transfer agent and their affiliates as well as any officer and their heirs, executors and administrators against all losses, liabilities, damages, suits, costs, expenses reasonably incurred by them in connection with any action, suit proceeding to which they may be made a party by reason of them being or having been a member of the board of managers of the General Partner, the General Partner, the investment advisor(s), the investment manager(s), the custodian, the administrative agent, the registrar and transfer agent and their affiliates or officer or, at its request, being or having been a member of any other entity of which the Fund is an investor or creditor and from which they are not entitled to be indemnified, except in relation to matters in respect of which they may be finally declared to be liable for wilful default, fraud, or gross negligence (as determined under New York law); in the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Fund is advised by counsel that the person to be indemnified did not commit such a wilful misconduct, bad faith or gross negligence (as determined under New York law).

20.5 The General Partner may decide that expenses effectively incurred by any officer of the General Partner or any member of the management board of the General Partner in accordance with this Article may be advanced to the indemnified officer, provided that this officer will repay the advanced amounts if it is ultimately determined that he has not met the standard of care for which indemnification is available.

20.6 The foregoing right of indemnification shall not exclude other rights to which any officer may be entitled.

Title V - General Meetings of shareholders

Art. 21. Powers and voting rights.

21.1 Any regularly constituted meeting of Shareholders (a General Meeting) shall represent the entire body of Shareholders of the Fund. Any resolution shall require the consent of the General Partner.

21.2 Each whole Share entitles its holder to one (1) vote at any General Meeting. Fractional Shares do not entitle the holder to a vote at a General Meeting.

Art. 22. Convening and participation.

22.1 The annual General Meeting is held every year at the Fund's registered office or at any other address in Luxembourg indicated in the convening notice. The annual General Meeting shall be held on the second Wednesday of the month of May at 3 p.m. (Luxembourg time) unless this day is not a business day, in which case the meeting shall be held on the next following business day. The first annual General Meeting will be held in 2014.

22.2 The provisions of the 1915 Law relating to the notice periods, convening procedure as well as to the conduct of general meetings shall apply to the General Meetings of the Fund, unless otherwise provided herein.

22.3 A General Meeting of Shareholders shall be convened by the General Partner pursuant to a notice setting forth the agenda and sent to the Shareholders by registered letter at least eight calendar days prior to the meeting. The General Partner may determine any conditions which must be fulfilled by the Shareholders in order to participate in such General Meeting.

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

22.5 Shareholders representing one tenth of the share capital of the Fund may impose on the General Partner to call a General Meeting.

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

22.7 Each Shareholder may participate in any General Meeting by telephone or video conference or by any other similar means of communication allowing all the persons taking part in the meeting to identify, hear and speak to each other. The participation in a meeting by these means is deemed equivalent to a participation in person at such meeting.

22.8 Each Shareholder may vote by way of voting forms provided by the Fund. Voting forms contain the date, place and agenda of the meeting, the text of the proposed resolutions as well as for each resolution, three boxes allowing to (a) vote in favour, (b) vote against, or (c) abstain from voting. Voting forms must be sent back by the Shareholders to the registered office of the Fund. Only voting forms received prior to the General Meeting are taken into account for the calculation of the quorum. Voting forms which show neither a vote (in favour or against the proposed resolutions) nor an abstention are void.

Art. 23. Quorum and majority rules.

23.1 Unless otherwise required by applicable law or by these Articles, resolutions of the General Meeting are passed by a simple majority of the votes cast, regardless of the proportion of the share capital represented, it being understood that, unless otherwise provided in these Articles, any resolution shall validly be adopted only with the approval of the General Partner.

23.2 The General Meeting may amend these Articles only if at least one half of the share capital is represented and the agenda indicates the proposed amendments to the Articles as well as the text of any proposed amendments to the object or form of the Fund. If this quorum is not reached, a second General Meeting may be convened by means of notices published twice, at fifteen (15) days interval at least and fifteen (15) days before the meeting in the Mémorial and in two Luxembourg newspapers. Such notices reproduce the agenda of the General Meeting and indicate the date and results of the previous General Meeting. The second General Meeting deliberates validly regardless of the proportion of the capital represented. At both General Meetings, resolutions must be adopted by at least two thirds of the votes cast, provided each time that the General Partner holds a veto right.

23.3 The nationality of the Fund and the commitment of each Shareholder may only be changed with the unanimous consent of the Shareholders.

Art. 24. Bureau and minutes.

24.1 All General Meetings shall be chaired by the General Partner or by any duly authorised person designated for such purpose by the General Partner.

24.2 The minutes of the General Meeting shall be signed by the chairman of the meeting, the secretary appointed by the chairman and the scrutineer, elected by the General Meeting.

Title VII - Accounts - Distributions

Art. 25. Accounting year and accounts.

25.1 The accounting year of the Fund shall commence each year on the first of January and shall end on the thirty-first of December of the same year.

25.2 Each year, the General Partner prepares the annual report in compliance with the 2007 Law. Such annual report must include a balance sheet or a statement of income and a statement of changes in equity and a cash flow statement, a report on the activities of the past financial year as well as any significant information enabling Shareholders to make an informed judgement on the development of the activities and of the results of the Fund.

25.3 The annual accounts shall be approved by the annual General Meeting.

Art. 26. Reference currency.

26.1 The Fund shall prepare its accounts in United States Dollars. For the purpose of determining the capital of the Fund, the net assets attributable to the Fund shall, if not denominated in United States Dollars, be converted into United States Dollars and the capital shall be the aggregate of the net assets of the Fund.

Art. 27. Auditor.

27.1 The accounting data related in the annual report of the Fund shall be examined by an auditor («réviseur d'entreprises agréé») appointed by the General Partner and remunerated by the Fund.

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

Art. 28. Distributions.

28.1 The General Partner does not generally make distributions of profits to the Shareholders other than those related to voluntary or mandatory withdrawals.

28.2 Notwithstanding the foregoing and unless otherwise provided in the Private Placement Memorandum the General Partner may, in its discretion, decide to pay dividends, whether at the end of a financial year or on an interim basis.

28.3 Distributions, if any, may be made in cash or in kind. If distributions are paid in cash, they shall be paid in United States Dollar.

28.4 No distribution may be made which would result in the NAV of the Fund to fall below the minimum capital required by the 2007 Law, as set out in Art. 5.5 au-dessus.

Title VIII - Dissolution - Liquidation**Art. 29. Dissolution and liquidation of the Fund.**

29.1 The Fund may at any time be dissolved by a resolution of the General Meeting resolving in the conditions prescribed for the amendment of these Articles, but only with the consent of the General Partner.

29.2 Whenever the share capital falls below two thirds of the minimum capital indicated in Art. 5.5, the question of the dissolution of the Fund shall be referred to the General Meeting by the General Partner. In such an event, the General Meeting shall be held without any quorum requirements and the dissolution may be decided by the votes of Shareholders holding 50% of the Shares represented at such General Meeting.

29.3 Whenever the share capital falls below one quarter of the minimum capital indicated in Art. 5.5 au-dessus, the question of the dissolution of the Fund shall be referred to the General Meeting by the General Partner. In such an event, the General Meeting shall be held without any quorum requirements and the dissolution may be decided by the votes of Shareholders holding 25% of the Shares represented at such General Meeting.

29.4 Where the holding of a General Meeting is required in accordance with Art. 29.2 au-dessus or 29.3 au-dessus, such General Meeting must be convened so that it is held within a period of forty days from the assessment that the net assets of the Fund have fallen below two third or one quarter of the legal minimum, as the case may be.

29.5 In the event of dissolution of the Fund, liquidation shall be carried out by one or several liquidators (who may be physical persons or legal entities) appointed by the General Meeting deciding on such dissolution and subject to the approval of the CSSF. The operations of liquidation will be carried out pursuant to applicable law in Luxembourg.

Art. 30. Liquidation proceeds.

30.1 The net proceeds of liquidation shall be distributed by the liquidator(s) to the Shareholders of the Fund in accordance with the rules applicable to the allocation of profits in such Sub-Fund as referred to under Art. 29 above.

30.2 Any liquidation proceeds that cannot be distributed to their beneficiaries upon the implementation of the liquidation will be deposited with the Luxembourg "Caisse de Consignation".

Art. 31. Consolidation/Splitting of Shares.

31.1 The General Partner may consolidate Shares of different Classes or split the Shares into two or more different Classes. A consolidation or split may also be resolved by a General Meeting of the Fund concerned deciding, without any quorum requirements, at the simple majority of the Shares present or represented.

Title IX - General**Art. 32. Amendments to these Articles.**

32.1 These Articles may be amended by a General Meeting subject to the quorum requirements provided by the 1915 Law.

32.2 The nationality of the Fund may be changed and commitments of Shareholders (if any) increased only with the unanimous consent of all Shareholders.

Art. 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 have been or may be amended from time to time.

Expenses

The expenses, costs, remunerations or charges in any form whatsoever which shall be borne by the Company as a result of its formation are estimated at approximately EUR 2,000.

Declaration

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

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

The document having been read to the persons appearing, they, as represented here above, signed together with the notary the present original deed.

Suit la version française du texte qui précède:

L'an deux mille treize, le quinzisième jour d'avril.

Par-devant nous, Maître Martine Schaeffer, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg,

S'est tenue une assemblée générale extraordinaire des associés (l'Assemblée) de BlueMountain Montenvers MF S.C.A, une société d'investissement à capital variable ayant la forme d'une société en commandite par actions, dont le siège social se situe au 6D, route de Trèves L-2633 Senningerberg, Grand-Duché du Luxembourg et immatriculée au Registre du Commerce et des Sociétés de Luxembourg sous le numéro B 176346 et constituée suivant un acte reçu par Maître Martine Schaeffer, notaire de résidence à Luxembourg en date du 18 janvier 2013, (la Société).

L'Assemblée est présidée par Johan Terblanche, Solicitor, dont l'adresse professionnelle se situe à Luxembourg.

Le Président nomme comme secrétaire Ginapiero SADDI, dont l'adresse professionnelle se situe à Luxembourg.

L'Assemblée élit comme scrutateur Johan Terblanche, précité.

Le bureau de l'Assemblée ayant ainsi été constitué, le Président déclare et demande au notaire d'acter que:

Après que l'ordre du jour susmentionné ait été dûment examiné et après délibération, l'Assemblée décide comme suit:

I. Les associés de la Société, présents ou représentés à cette Assemblée et le nombre de leurs parts sociales est indiqué sur une liste de présence, signée ne varietur par le Président, le secrétaire, le scrutateur et le notaire instrumentant. Cette liste de présence restera annexée au présent acte pour être soumises aux formalités de l'enregistrement.

II. Il ressort de la liste de présence d'une (1) action de gestion, quarante-huit (48) actions de performance et une (1) action ordinaire, représentant l'intégralité du capital social de la Société, sont représentés à la présente Assemblée de telle sorte que l'Assemblée peut valablement délibérer sur toutes les questions à l'ordre du jour.

III. L'ordre du jour de l'Assemblée est le suivant:

1. Renonciation aux formalités de convocation;
2. Refonte intégrale des statuts de la Société; et
3. Divers.

Après que l'ordre du jour susmentionné ait été dûment examiné et après délibération, l'Assemblée décide comme suit:

Première résolution

L'Assemblée décide de renoncer aux formalités de convocation, les actionnaires de la Société se considérant eux-même valablement convoqués et ayant une parfaite connaissance de l'ordre du jour qui leur a été communiqué à l'avance.

Seconde résolution

Suite à la réception de l'avis de fin d'examen en date du 12 avril 2013 envoyé par la commission de surveillance du secteur financier, les actionnaires de la société décident de refondre intégralement les statuts de la Société (les Statuts) afin de mettre leur contenu en conformité aux dispositions de la loi du 13 février 2007 relative aux fonds d'investissement spécialisés et aux dispositions du memorandum de placement privé.

Les parties, telles que représentées ci-dessus, ont demandé au notaire soussigné d'acter la refonte intégrale des Statuts en langue anglaise uniquement conformément aux dispositions légales comme suit:

Title I - Form and name - Registered office - Duration - Purpose

Art. 1. Form and name, liability.

1.1 There exists among the managing general partner, "associé gérant commandité" (the General Partner), BlueMountain Montenvers Holdings, LLC a company incorporated under the laws of Delaware having its registered office at 2711 Centerville Road, Suite 400, Wilmington, County of New Castle, Delaware 19808, registered with the Delaware Secretary of State (the Carry Shareholder) and the other limited partners, "actionnaires commanditaires" (the Limited Shareholders and together with the General Partner and the Carry Shareholder the Shareholders), a corporate partnership limited by shares in the form of a "société en commandite par actions" organised as a "société d'investissement à capital variable" qualifying as a "fonds d'investissement spécialisé" under the name of BlueMountain Montenvers Master Fund SCA SICAV-SIF (hereafter the Fund), governed by the Luxembourg law of 10 August 1915 relating to commercial companies, as

amended (the 1915 Law), the Luxembourg law of 13 February 2007 relating to specialised investment funds, as may be amended (the 2007 Law) and the present articles of association (the Articles).

1.2 The Carry Shareholder and the Limited Shareholders are liable up to the amount of the capital committed by them to the Fund in subscribing for Shares (if any) or the amount invested in the Fund at the relevant time.

Art. 2. Registered office.

2.1 The registered office of the Fund is established in Senningerberg, Grand Duchy of Luxembourg. It may be transferred within the boundaries of the municipality by a resolution of the General Partner. The registered office may further be transferred to any other place in the Grand Duchy of Luxembourg by means of a resolution of the Shareholders adopted in the manner required for the amendment of these Articles.

2.2 Branches, subsidiaries or other offices may be established either in the Grand Duchy of Luxembourg or abroad by a resolution of the General Partner. Where the General Partner determines that extraordinary political or military developments or events have occurred or are imminent and that these developments or events would interfere with the normal activities of the Fund 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 extraordinary circumstances. Such temporary measures shall have no effect on the nationality of the Fund, which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg incorporated company.

Art. 3. Duration.

3.1 The Fund is established for an unlimited duration.

3.2 The Fund shall not be dissolved by reason of the death, suspension of civil rights, incapacity, insolvency, bankruptcy or any similar event affecting one or several of the Shareholders.

3.3 The Fund shall not come to an end in the event of the resignation, removal, dissolution or bankruptcy or insolvency of the General Partner. The meeting of Shareholders may appoint an interim manager, who need not be a Shareholder, subject to the prior approval of the Commission de Surveillance du Secteur Financier.

3.4 The interim manager shall adopt urgent measures and those of ordinary administration until the holding of a general meeting of Shareholders, which has to resolve on the continuation or discontinuation of the Fund and in case of a decision to continue the Fund's activities, the appointment of a replacement general partner. The interim manager shall, within fifteen days of his appointment, convene a general meeting of Shareholders in accordance with the procedures laid down in Art. 22 au-dessus.

3.5 The interim manager shall be liable only for the performance of his mandate.

Art. 4. Corporate object.

4.1 The purpose of the Fund is to invest primarily in cash and synthetic credit assets as well as equities, with the aim of spreading the investment risks and affording its Shareholders with the results of the management of its assets, each time in accordance with the Private Placement Memorandum.

4.2 The Fund may take any measures and carry out any transaction which it may deem useful for the accomplishment and development of its purpose to the full extent permitted under the 2007 Law.

Title II - Share capital

Art. 5. Share Capital.

5.1 The share capital of the Fund shall be represented by shares of no nominal value and shall at any time be equal to the total net assets of the Fund. The initial share capital of the Fund upon incorporation amounted to fifty thousand United States Dollars (USD 50,000) divided into divided into (i) one (1) voting, non-participating, ordinary management share to be issued at a subscription price of USD1,000 (the Management Share), (ii) forty eight (48) participating carry shares to which carried interest distributions will be allocated (the Carry Shares), and (iii) an unlimited number of voting, participating shares, one (1) of which was issued at formation (the Investor Shares) (the Management Share, the Carry Shares, the Investor Shares and any other Class of shares created and issued in accordance with these Articles are hereinafter collectively referred to as the Shares).

5.2 The Management Share is exclusively reserved to the General Partner and does not carry the right to participate in the assets of the Fund on a winding up (other than the return of paid up capital on that Share) or in any dividends of the Fund.

5.3 The Carry Shares are exclusively reserved to the Carry Shareholder and affiliates thereof.

5.4 The Investor Shares are offered to well-informed investors within the meaning of article 2 of the 2007 Law (each a Well-Informed Investor).

5.5 The minimum capital of the Fund shall be the equivalent, in United States Dollars, of one million two hundred and fifty thousand euro (EUR 1,250,000), which must be reached within twelve months after the date on which the Fund has been authorised in accordance with the 2007 Law.

Art. 6. Investor Shares.

6.1 Upon formation of the Fund, one (1) Investor Share in Series 00/2013 (the Initial Investor Shares) was issued to BlueMountain Montenvers Fund SCA SICAV-SIF, forty eight (48) Carry Shares were issued to the Carry Shareholder and one (1) Management Share was issued to the General Partner..

6.2 The General Partner shall issue Investor Shares to Well-Informed Investors in accordance with the provisions of the Private Placement Memorandum.

Art. 7. Classes of Shares.

7.1 In addition to the Management Share and the Investor Shares, the General Partner may, at any time, issue further classes of Shares (collectively the Classes and individually a Class), which may carry different rights and obligations inter alia with regard to eligible investors, income and profit entitlements, redemption features, reporting obligations and/or fee and cost features as described in the private placement memorandum of the Fund (the Private Placement Memorandum).

Art. 8. Form of Shares.

8.1 The Fund shall issue Shares in registered form only.

8.2 All issued Shares of the Fund shall be registered in the share register which shall be kept at the registered office of the Fund and such register shall contain the name of each owner of registered Shares, his residence or elected domicile as indicated to the Fund, the number of registered Shares held by him and the amount paid up on each fractional share.

8.3 The inscription of the Shareholder's name in the share register evidences his right of ownership on such registered Shares. The Fund shall normally not issue certificates for such inscription, but each Shareholder shall receive a written confirmation of his shareholding upon request.

8.4 Shareholders entitled to receive registered Shares shall provide the Fund with an address to which all notices and announcements may be sent. Such address will also be entered in the share register.

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

8.6 The Fund recognises only one 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 sole attorney to represent such shareholding in dealings with the Fund. The General Partner has the right to suspend the exercise of all rights attached to such Shares(s) until such attorney has been duly appointed. In the event that a Share is registered in the name of more than one person, the first-named holder in the register shall be deemed to be the representative of all joint holders and shall alone be entitled to be treated as a holder of such Share for all purposes, including without limitation, to receive notices from the Fund.

8.7 The Fund may decide to issue fractional Shares, up to three decimal places. Such fractional Shares shall not be entitled to vote but shall be entitled to participate in the net assets attributable to the relevant Class of Shares on a pro rata basis.

8.8 Payments of dividends, if any, will be made to Shareholders by bank transfer or by cheque sent to their mandated addresses in the share register.

Art. 9. Issue and subscription of Shares.

9.1 Shares may only be subscribed for by investors who comply with the status of Well-Informed Investor. The compliance of each subscriber with the status of Well-informed Investor will be verified by the General Partner or any agent to which such function has been delegated by the General Partner. This restriction is not applicable to the General Partner.

9.2 Investors wishing to subscribe for Investor Shares in the Fund shall execute a subscription agreement (the Subscription Agreement), which upon acceptance will be signed by the General Partner. Investors thus commit themselves to subscribing and accepting Investor Shares in accordance with these Articles as well as the terms and conditions set forth in the Private Placement Memorandum.

9.3 The General Partner is authorised to issue, at any time, an unlimited number of additional Shares in any Class, without reserving to the existing Shareholders a preferential right to subscribe for the Shares to be issued. Each newly issued Share in one specific Class entitles its holder to the same rights and obligations of the holders of existing Shares in the same Class.

9.4 No additional Management Share may be issued.

9.5 Shares may be designated in series (each a Series), each corresponding to a specific period of issuance and to a specific subscriber, so that each subscriber whose application for the issue of Shares of a particular class that is accepted as of a particular date shall receive Shares of a Series unique to such subscriber and such date. Shares of each Series within a specific Class will have the same characteristics as the Shares of each other Series of that Class, differing only in respect of their issue date and subscriber and thus in respect of any right or obligation based on such issue date.

9.6 Shares shall have no par value.

9.7 The General Partner may impose conditions on the issue of Shares (including without limitation the execution of such subscription documents and the provision of such information as the General Partner may determine to be appropriate) and may fix a minimum subscription level. Any conditions to which the issue of Shares may be submitted shall be detailed in the Private Placement Memorandum. The issue price of Shares is determined by the General Partner on a Class by Class basis as fully described in the Private Placement Memorandum.

9.8 Shares shall be allotted only upon acceptance of the subscription and payment of the entire issue price, which must be received before the issue of Shares. The payment will be made under the conditions and within the time limits as determined by the General Partner and fully described in the Private Placement Memorandum.

9.9 The General Partner may agree to issue Shares as consideration for a contribution in kind, in compliance with the conditions set forth by Luxembourg law.

9.10 If an Investor does not meet the payment requirements as fully described in the Private Placement Memorandum, it will be in default and the relevant Shares will not be issued.

9.11 The General Partner may delegate to any duly authorised director, manager, officer or to any other duly authorised agent the power to accept subscriptions, to receive payment of the issue price of any Shares and to deliver the Shares.

Art. 10. Transfer of Shares.

10.1 Shares may not be transferred or assigned in whole or in part, without the prior written consent of the General Partner, which may be granted or withheld in the sole discretion of the General Partner, which consent shall not be unreasonably withheld in connection with affiliate transfers.

10.2 The Management Share is exclusively and mandatorily transferable to a replacement general partner upon replacement of the General Partner as per Art. 3.3 au-dessus.

Art. 11. Redemption of Shares.

11.1 A Shareholder may elect to redeem all or any portion of its Shares as of the last day of each calendar month or on such other day as agreed by the General Partner in its discretion (each, a Redemption Date), upon written notice to the General Partner given no later than the last day of the month that is three months prior to the proposed Redemption Date. If such redemption occurs other than on the last day of the month immediately preceding the second anniversary of the date of subscription of such Share, and each succeeding biennial anniversary thereof, then such redemption may be subject to a redemption fee, as further set out in the Private Placement Memorandum.

11.2 If a redeeming Shareholder owns Shares of more than one Series of the Class being redeemed, such Shares will be deemed to be redeemed on a "first-in-first-out" basis.

11.3 The General Partner may compulsorily redeem the Shares of any Shareholder in accordance with the Private Placement Memorandum.

11.4 All reasonable costs and expenses associated with any redemption are charged against the Net Asset Value of the redeeming Shareholder's Shares. Redemption proceeds shall generally be paid in cash; provided that the Fund may, with the consent of the redeeming Shareholder, pay redemption proceeds in securities or partly in cash and partly in securities.

11.5 The General Partner may suspend the right of redemption under certain circumstances as set out in the Private Placement Memorandum.

Title III - Net asset value

Art. 12. Calculation of the net asset value.

33.1 The reference currency of the Fund is the United States Dollar. The Net Asset Value is calculated by the Administrative Agent under the responsibility of the General Partner.

33.2 The NAV per Share is calculated on a Class by Class and Series by Series basis (if applicable) on such frequency as set forth in the Private Placement Memorandum.

12.1 All assets and liabilities of the Fund shall be valued at fair value in compliance with the accounting principles applicable to the Fund. The General Partner, in its discretion and in good faith, may permit some other method of valuation to be used, if it considers that such valuation better reflects the fair value of any asset of the Fund.

33.3 The assets of the Fund shall include:

- (i) all cash in hand, receivable or on deposit, including any interest accrued thereon;
- (ii) all bills and notes payable on demand and any account due (including the proceeds of securities sold but not delivered);
- (iii) all securities, shares, bonds, time notes, debentures, debenture stocks, subscription rights, warrants and other securities, money market instruments and similar assets owned or contracted for by the Fund;
- (iv) all interest accrued on any interest-bearing assets, except to the extent that the same is included or reflected in the principal amount of such assets;

(v) all stock dividends, cash dividends and cash distributions receivable by the Fund to the extent information thereon is reasonably available to the Fund;

(vi) the preliminary expenses of the Fund, including the cost of issuing and distributing Shares of the Fund, insofar as the same have not been written off and insofar the Fund shall be reimbursed for the same;

(vii) the marketing and distribution costs of the Fund, which may be amortised over a period of up to 5 (five) years;

(viii) the liquidating value of all forward contracts and all call or put options the Fund has an open position in; and

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

33.4 The value of such assets shall be determined at fair value with due regard to the following principles:

(i) the value of any cash at hand or on deposit, bills, demand notes and accounts receivable, prepaid expenses, dividends and interests matured but not yet received shall be valued at the par-value of the assets, except if it appears that such value is unlikely to be received. In such a case, subject to the approval of the General Partner, the value shall be determined by deducting a certain amount to reflect the true value of the assets;

(ii) the value of transferable securities and money market instruments listed on an official stock exchange or dealt in on a regulated market which operates regularly and is recognised and open to the public, a "Regulated Market" as defined by applicable laws and regulations, is based on the latest available price and if such transferable securities are dealt in on several markets, on the basis of the latest known price on the stock exchange which is normally the principal market for such securities. If the latest known price is not representative, the value shall be determined based on a reasonably foreseeable sales price to be determined prudently and in good faith;

(iii) in the event that any transferable securities or/and money market instruments are not listed or dealt in on any stock exchange or any other regulated market operating regularly, recognised and open to the public, as defined by the laws and regulations in force, the value of such assets shall be assessed on the basis of their foreseeable sales price estimated prudently and in good faith;

(iv) the liquidating value of derivative contracts not traded on exchanges or on other regulated markets shall mean their net liquidating value determined by the General Partner in a fair and reasonable manner, on a basis consistently applied for each different variety of contracts. The liquidating value of futures, forward and options contracts traded on exchanges or on other regulated markets shall be based upon the last available settlement prices of these contracts on exchanges and regulated markets on which the particular futures, forward or options contracts are traded by the Fund; provided that if a futures, forward and options contract could not be liquidated on the day with respect to which net assets are being determined, the basis for determining the liquidating value of such contract shall be such value as the General Partner may deem fair and reasonable;

(v) the value of money market instruments not listed or dealt in on any stock exchange or any other regulated market and with remaining maturity of less than 12 (twelve) months and of more than 90 (ninety) days is deemed to be the nominal value thereof, increased by any interest accrued thereon. Money market instruments with a remaining maturity of 90 (ninety) days or less will be valued by the amortised cost method, which approximates market value;

(vi) units of UCITS and/or other UCI will be valued at their last determined and available Net Asset Value or, if such price is not representative of the fair market value of such assets, then the price shall be determined by the General Partner on a fair and equitable basis. Units or shares of a closed-ended UCI will be valued at their last available stock market value;

(vii) interest rate swaps will be valued at their market value established by reference to the applicable interest rate curve; and

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

33.5 Assets expressed in a currency other than the reference currency of the Fund concerned respectively in United States Dollar shall be converted on the basis of the rate of exchange which the General Partner in its absolute discretion deems applicable as at the close of business on the relevant Valuation Day. If such rate of exchange is not available, the rate of exchange will be determined in good faith by or under procedures established by the General Partner.

33.6 The General Partner, at its sole discretion, may permit some other method of valuation to be used if it considers that such valuation better reflects the fair value of any asset of the Fund.

33.7 The liabilities of the Fund shall include:

(i) all loans, bills and accounts payable;

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

(iii) all accrued or payable expenses (including administrative expenses, advisory and management fees, including incentive fees, custodian fees, and corporate agents' fees);

(iv) all known liabilities, present or future, including all matured contractual obligations for payment of money, including the amount of any unpaid distributions declared by the Fund;

(v) an appropriate provision for future taxes based on capital and income up to the Valuation Day, as determined from time to time by the Fund, and other reserves (if any) authorised and approved by the General Partner, as well as such

amount (if any) as the General Partner may consider to be an appropriate allowance in respect of any contingent liabilities of the Fund;

(vi) all other liabilities of whatsoever kind and nature reflected in accordance with generally accepted accounting principles; and

(vii) the costs and disbursements of any committees incurred in relation to the furtherance of the business of the Fund (if applicable) and shareholder meetings.

33.8 In determining the amount of such liabilities the General Partner shall, with due regard to the expenses borne by the General Partner out of its management fee, take into account all expenses payable by the Fund which shall include formation expenses, fees, expenses, disbursements and out-of-pocket expenses payable to its accountants, custodian and its correspondents, management company as well as any other agent employed by the Fund, the remuneration of the directors and their reasonable out-of-pocket expenses, insurance coverage and reasonable travelling costs in connection with General Partner meetings and investment committee meetings, fees and expenses for legal and auditing services, any fees and expenses involved in registering and maintaining the registration of the Fund with any governmental agencies or stock exchanges in the Grand Duchy of Luxembourg and in any other country, licensing fees for the use of the various indexes, reporting and publishing expenses, including the cost of preparing, translating, printing, advertising and distributing the Private Placement Memorandum, further explanatory sales documents, periodical reports or registration statements, the costs of publishing the Net Asset Value and any information relating to the estimated value of the Fund, the cost of printing certificates, if any, and the costs of any reports to Shareholders, the cost of convening and holding Shareholders', General Partner and committee meetings, all taxes, duties, governmental and similar charges, and all other operating expenses, including the cost of buying and selling assets, transaction fees, the cost of publishing the issue and redemption prices, interests, bank charges and brokerage, postage, insurance, telephone and telex. The Fund may accrue administrative and other expenses of a regular or recurring nature based on an estimated amount for yearly or other periods.

33.9 The assets and liabilities of different Classes and Series shall be allocated as follows:

(i) the proceeds to be received from the issue of Shares of a Class and Series, if applicable shall be applied in the books of the Fund to the relevant Class and Series, if applicable;

(ii) where an asset is derived from another asset, such derived asset shall be applied in the books of the Fund to the same Class and Series, if applicable as the assets from which it was derived and on each revaluation of an asset, the increase or diminution in value shall be applied to the relevant Class and Series, if applicable;

(iii) where the Fund incurs a liability which relates to any asset of a particular Class and Series, if applicable or to any action taken in connection with an asset of a particular Class and Series, if applicable, such liability shall be allocated to the relevant Class and Series, if applicable;

(iv) upon the record date for determination of the person entitled to any dividend declared on Shares of any Class and Series, if applicable, the assets of such Class and Series, if applicable shall be reduced by the amount of such dividends; and

(v) in the case where any asset or liability of the Fund cannot be considered as being attributable to a particular Class and Series, if applicable, such asset or liability shall be allocated to all the Classes and Series, if applicable pro rata to the NAV of the relevant Class and Series, if applicable or in such other manner as determined by the General Partner acting in good faith.

33.10 For the purposes of the NAV computation:

(i) Shares to be redeemed in accordance with the terms of the Private Placement Memorandum shall be treated as existing and taken into account until immediately after the time specified by the General Partner on the relevant valuation time and from such time and until paid by the Fund the price therefore shall be deemed to be a liability of the relevant Class and Series, if applicable;

(ii) Shares to be issued shall be treated as being in issue as from the time specified by the General Partner on the valuation time, and from such time and until received by the relevant Class and Series, if applicable, the price therefore shall be deemed to be a debt due to the relevant Class and Series, if applicable;

(iii) all investments, cash balances and other assets expressed in currencies other than the currency in which the NAV for the relevant Class and Series, if applicable, is calculated shall be valued after taking into account the rate of exchange prevailing on the principal market of each such asset on the dealing day preceding the valuation time;

(iv) where on any valuation time the Fund has contracted to:

a. purchase any asset, the value of the consideration to be paid for such asset shall be shown as a liability of the relevant Class and Series, if applicable and the value of the asset to be acquired shall be shown as an asset of the relevant Class and Series, if applicable;

b. sell any asset, the value of the consideration to be received for such asset shall be shown as an asset of the relevant Class and Series, if applicable and the asset to be delivered shall not be included in the assets of the Fund; and

(v) provided however, that if the exact value or nature of such consideration or such asset is not known on such valuation time, then its value shall be estimated by the General Partner in good faith.

33.11 If since the time of determination of the NAV there has been a material change in the quotations in the markets on which a substantial portion of the investments of the Fund are dealt in or quoted, the Fund may, in order to safeguard the interests of the Shareholders and the Fund, cancel the first valuation and carry out a second valuation.

Art. 13. Suspension of the calculation of the net asset value.

13.1 The valuation of the assets of the Fund and the calculation of NAV per Share shall be performed by the General Partner or by the agent appointed for this purpose under the supervision of the General Partner, on such frequency as set forth in the Private Placement Memorandum (each a Valuation Day).

13.2 The Fund is authorised to temporarily suspend the calculation of the NAV and the issue and redemption of Shares in the following cases:

(i) any stock exchange or over-the-counter market on which a substantial part of the investments owned by the Fund are traded is closed or trading on any such exchange or market is restricted or suspended;

(ii) there exists a state of affairs that constitutes a state of emergency as a result of which disposal of the investments owned by the Fund is not reasonably practicable or it is not reasonably practicable to determine fairly the value of the assets; or

(iii) a breakdown occurs in any of the means normally employed in ascertaining the value of a substantial part of the assets of the Fund or when for any other reason the value of such assets cannot reasonably be ascertained.

13.3 In addition to the foregoing, the General Partner, by written notice to any Shareholder, may suspend redemption rights of such Shareholder if the General Partner in good faith deems it necessary to comply with anti-money laundering laws and regulations applicable to the Fund, the investment advisor, the investment manager, or any of the Fund's service providers.

13.4 Shareholders holding Shares which are the subject of a suspension will be notified of any suspension of issue, redemption or determination of NAV or of any reinstatement following a suspension thereof, in each case within 10 (ten) days of the relevant event.

13.5 Where possible, all reasonable steps will be taken to bring any period of suspension to an end as soon as possible.

Title IV - Administration

Art. 14. Management.

14.1 The Fund shall be managed by the General Partner who shall be the unlimited liable shareholder (associé-gérant-commandité) and who shall be personally, jointly and severally liable with the Fund for all liabilities which cannot be met out of the assets of the Fund. The Limited Shareholders shall refrain from acting in a manner or capacity other than by exercising their rights as Limited Shareholders in general meetings and shall in such case be liable only to the extent of their commitments made (if any) or capital contributed to the Fund as per Art. 9 au-dessus.

14.2 The General Partner is vested with the broadest powers to perform all acts of administration and disposition in the Fund's interest which are not expressly reserved by applicable law or by these Articles to the general meeting of Shareholders, each time in compliance with the investment objectives and strategy of the Fund.

14.3 Subject to the consent of the General Partner, the General Partner may be removed from its capacity as managing General Partner by Shareholders representing a majority of 80% of the votes cast at a general meeting of Shareholders where at least 80% of the voting rights are represented, on the occurrence of the following events:

(a) any action by the General Partner, or any person to whom the General Partner has delegated any part of its duties, which has been determined by an arbitrator or competent court in a final decision to constitute a fraud and which is not remedied within 60 (sixty) days after notification to or the coming to the General Partner's attention; or

(b) the determination by an arbitrator or competent court that the General Partner, or any person to whom the General Partner has delegated any part of its duties, has/have wilfully or through gross negligence committed a breach of one or more provisions of the Fund Documents, and which is not remedied within 60 (sixty) days after notification to or the coming to the General Partner's attention.

14.4 The General Partner may, under its full responsibility, be assisted, while managing the Fund's assets by one or several investment managers and/or investment advisors or may delegate its powers in relation to the management of the Fund to one or several agents.

14.5 In case of liquidation or removal of the General Partner and upon failure to appoint a new managing general partner (associé-gérant-commandité) within one month from the date of such liquidation or removal, the Fund will be dissolved.

Art. 15. Custodian bank.

15.1 Under a custodian agreement the Fund will appoint a custodian in accordance with the 2007 Law.

15.2 The custodian will be a financial institution operating in Luxembourg and licensed to carry out banking activities in accordance with the terms of the Luxembourg law of 5 April 1993 on the financial sector, as amended from time to time.

15.3 Under the custodian agreement, all securities, cash and other assets of the Fund are at all time entrusted to the custodian. The custodian will carry out the usual duties regarding custody of the assets, in accordance with applicable law and the custodian agreement.

15.4 In the event the assets of the Fund are not materially deposited with the custodian or with a third party appointed by the custodian to this end (considering the nature of the assets and the activities of the Fund) the obligations of the custodian shall be limited to the supervision of the assets.

15.5 The General Partner is entitled to change the custodial arrangements described above by agreement with the custodian and/or, in its discretion, to appoint a substitute custodian.

Art. 16. Corporate Signature.

16.1 Vis-à-vis third parties, the Fund is validly bound by the sole signature of the General Partner acting through one or more authorised signatories or by the individual or joint signatures of any other persons to whom authority shall have been delegated by the General Partner as the General Partner shall determine in its discretion.

Art. 17. Delegation of Powers.

17.1 The General Partner may appoint any officers, including a general manager and any assistant general managers as well as any other officers that it deems, in its discretion, necessary for the operation and management of the Fund. Such appointments may be cancelled at any time by the General Partner. The officers need not be Shareholders of the Fund. Unless otherwise provided for by these Articles of Association, the officers shall have the rights and duties conferred upon them by the General Partner. The General Partner may furthermore appoint other agents, who need not to be members of the General Partner and who will have the powers determined by the General Partner.

17.2 The General Partner may create from time to time one or several committees composed of General Partner members and/or external persons and to which it may delegate powers and roles as appropriate.

Art. 18. Investment Policies and Restrictions.

18.1 The General Partner, based upon the principle of risk diversification and in accordance with the Private Placement Memorandum, has the power to determine the investment policies and strategies of the Fund and the course of conduct of the management and business affairs of the Fund, within the restrictions as shall be set forth by the General Partner in compliance with applicable laws and regulations.

18.2 The Fund may employ, as set forth in the Private Placement Memorandum, techniques and instruments relating to transferable securities, currencies or any other financial assets or instruments for the purpose of hedging.

Art. 19. Conflict of Interests.

19.1 No contract or other transaction between the Fund and any other company or firm shall be affected or invalidated by the fact that any one or more of the members of the board of managers or officers of the General Partner is interested in, or is a director, associate, officer or employee of such other company or firm. Any member of the board of managers of the General Partner who serves as a director, officer or employee of any company or firm, with which the Fund shall contract or otherwise engage in business shall not, by reason of such affiliation with such other company or firm be prevented from considering and voting or acting upon any matters with respect to such contract or other business.

19.2 In the event that any member of the board of managers of the General Partner may have in any transaction of the Fund an interest different to the interests of the Fund, such person shall make known to the General Partner such conflict of interests and shall not consider or vote on any such transaction and such transaction, and such person's interest therein shall be reported to the next succeeding meeting of Shareholders.

19.3 The conflict of interests referred to in the preceding paragraph, shall not include any relationship with or interest in any matter, position or transaction involving the sponsor, the investment advisor, investment manager, the custodian, the distributors as well as any other person, company or entity as may from time to time be determined by the General Partner on its discretion.

Art. 20. Indemnification.

20.1 To the fullest extent permitted by law, the General Partner and each of its affiliates, and their respective partners, members, managers, shareholders, officers, directors, agents or employees are fully protected and indemnified by the Fund from and against any loss, expense, damage or injury, including, without limitation, any judgment, award settlement, reasonable attorneys' fees and other costs or expenses permitted by law incurred by them or any of them in connection with any action, suit or proceeding arising from any act or omission taken or suffered by any of them for or on behalf of the Fund or any related management or similar agreement (including amounts paid in respect of judgments or fines or in settlement of litigation and expenses, including attorneys' fees, reasonably incurred by any of them in connection with any pending or threatened litigation or proceeding); provided that this indemnity does not extend to conduct by the General Partner, any of its affiliates or their respective partners, members, managers, shareholders agents or employees if it shall have been determined by a court of competent jurisdiction that any such person engaged in fraud, bad faith, gross negligence (as determined under New York law) or willful misconduct.

20.2 In the event of settlement of any action, suit or proceeding pending or threatened, such indemnification shall extend to all matters covered by the settlement except for matters with respect to which the Fund is advised by counsel

regularly retained by the Fund that the person seeking indemnification, in the opinion of such counsel, did not act in good faith. The foregoing right of indemnification is in addition to any rights to which the General Partner and each of its affiliates and their respective partners, members, managers, shareholders, officers, directors, agents or employees may otherwise be entitled and inures to the benefit of the executors, administrators, personal representatives, successors or assigns of each such person.

20.3 The Fund may pay the expenses incurred by the General Partner, each of its affiliates and their respective partners, members, managers, shareholders, officers, directors, agents and employees, in defending a civil or criminal action, suit or proceeding, upon receipt of an undertaking by or on behalf of such person to repay such payment if it shall ultimately be determined that such person is not entitled to indemnification. Any right of indemnity or advancement of expenses may be satisfied only out of the assets of the Fund the equity holders of the Fund and the General Partner shall not be personally liable with respect to any such claim for indemnification.

20.4 The Fund shall indemnify, out of the assets of the Fund, any member of the board of managers of the General Partner, the General Partner, the investment advisor(s), the investment manager(s), the custodian, the administrative agent, the registrar and transfer agent and their affiliates as well as any officer and their heirs, executors and administrators against all losses, liabilities, damages, suits, costs, expenses reasonably incurred by them in connection with any action, suit proceeding to which they may be made a party by reason of them being or having been a member of the board of managers of the General Partner, the General Partner, the investment advisor(s), the investment manager(s), the custodian, the administrative agent, the registrar and transfer agent and their affiliates or officer or, at its request, being or having been a member of any other entity of which the Fund is an investor or creditor and from which they are not entitled to be indemnified, except in relation to matters in respect of which they may be finally declared to be liable for wilful default, fraud, or gross negligence (as determined under New York law); in the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Fund is advised by counsel that the person to be indemnified did not commit such a wilful misconduct, bad faith or gross negligence (as determined under New York law).

20.5 The General Partner may decide that expenses effectively incurred by any officer of the General Partner or any member of the management board of the General Partner in accordance with this Article may be advanced to the indemnified officer, provided that this officer will repay the advanced amounts if it is ultimately determined that he has not met the standard of care for which indemnification is available.

20.6 The foregoing right of indemnification shall not exclude other rights to which any officer may be entitled.

Title V - General Meetings of shareholders

Art. 21. Powers and voting rights.

21.1 Any regularly constituted meeting of Shareholders (a General Meeting) shall represent the entire body of Shareholders of the Fund. Any resolution shall require the consent of the General Partner.

21.2 Each whole Share entitles its holder to one (1) vote at any General Meeting. Fractional Shares do not entitle the holder to a vote at a General Meeting.

Art. 22. Convening and participation.

22.1 The annual General Meeting is held every year at the Fund's registered office or at any other address in Luxembourg indicated in the convening notice. The annual General Meeting shall be held on the second Wednesday of the month of May at 3 p.m. (Luxembourg time) unless this day is not a business day, in which case the meeting shall be held on the next following business day. The first annual General Meeting will be held in 2014.

22.2 The provisions of the 1915 Law relating to the notice periods, convening procedure as well as to the conduct of general meetings shall apply to the General Meetings of the Fund, unless otherwise provided herein.

22.3 A General Meeting of Shareholders shall be convened by the General Partner pursuant to a notice setting forth the agenda and sent to the Shareholders by registered letter at least eight calendar days prior to the meeting. The General Partner may determine any conditions which must be fulfilled by the Shareholders in order to participate in such General Meeting.

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

22.5 Shareholders representing one tenth of the share capital of the Fund may impose on the General Partner to call a General Meeting.

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

22.7 Each Shareholder may participate in any General Meeting by telephone or video conference or by any other similar means of communication allowing all the persons taking part in the meeting to identify, hear and speak to each other. The participation in a meeting by these means is deemed equivalent to a participation in person at such meeting.

22.8 Each Shareholder may vote by way of voting forms provided by the Fund. Voting forms contain the date, place and agenda of the meeting, the text of the proposed resolutions as well as for each resolution, three boxes allowing to (a) vote in favour, (b) vote against, or (c) abstain from voting. Voting forms must be sent back by the Shareholders to the

registered office of the Fund. Only voting forms received prior to the General Meeting are taken into account for the calculation of the quorum. Voting forms which show neither a vote (in favour or against the proposed resolutions) nor an abstention are void.

Art. 23. Quorum and majority rules.

23.1 Unless otherwise required by applicable law or by these Articles, resolutions of the General Meeting are passed by a simple majority of the votes cast, regardless of the proportion of the share capital represented, it being understood that, unless otherwise provided in these Articles, any resolution shall validly be adopted only with the approval of the General Partner.

23.2 The General Meeting may amend these Articles only if at least one half of the share capital is represented and the agenda indicates the proposed amendments to the Articles as well as the text of any proposed amendments to the object or form of the Fund. If this quorum is not reached, a second General Meeting may be convened by means of notices published twice, at fifteen (15) days interval at least and fifteen (15) days before the meeting in the Memorial and in two Luxembourg newspapers. Such notices reproduce the agenda of the General Meeting and indicate the date and results of the previous General Meeting. The second General Meeting deliberates validly regardless of the proportion of the capital represented. At both General Meetings, resolutions must be adopted by at least two thirds of the votes cast, provided each time that the General Partner holds a veto right.

23.3 The nationality of the Fund and the commitment of each Shareholder may only be changed with the unanimous consent of the Shareholders.

Art. 24. Bureau and minutes.

24.1 All General Meetings shall be chaired by the General Partner or by any duly authorised person designated for such purpose by the General Partner.

24.2 The minutes of the General Meeting shall be signed by the chairman of the meeting, the secretary appointed by the chairman and the scrutineer, elected by the General Meeting.

Title VII - Accounts - Distributions

Art. 25. Accounting year and accounts.

25.1 The accounting year of the Fund shall commence each year on the first of January and shall end on the thirty-first of December of the same year.

25.2 Each year, the General Partner prepares the annual report in compliance with the 2007 Law. Such annual report must include a balance sheet or a statement of income and a statement of changes in equity and a cash flow statement, a report on the activities of the past financial year as well as any significant information enabling Shareholders to make an informed judgement on the development of the activities and of the results of the Fund.

25.3 The annual accounts shall be approved by the annual General Meeting.

Art. 26. Reference currency.

26.1 The Fund shall prepare its accounts in United States Dollars. For the purpose of determining the capital of the Fund, the net assets attributable to the Fund shall, if not denominated in United States Dollars, be converted into United States Dollars and the capital shall be the aggregate of the net assets of the Fund.

Art. 27. Auditor.

27.1 The accounting data related in the annual report of the Fund shall be examined by an auditor («réviseur d'entreprises agréé») appointed by the General Partner and remunerated by the Fund.

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

Art. 28. Distributions.

28.1 The General Partner does not generally make distributions of profits to the Shareholders other than those related to voluntary or mandatory withdrawals.

28.2 Notwithstanding the foregoing and unless otherwise provided in the Private Placement Memorandum the General Partner may, in its discretion, decide to pay dividends, whether at the end of a financial year or on an interim basis.

28.3 Distributions, if any, may be made in cash or in kind. If distributions are paid in cash, they shall be paid in United States Dollar.

28.4 No distribution may be made which would result in the NAV of the Fund to fall below the minimum capital required by the 2007 Law, as set out in Art. 5.5 au-dessus.

Title VIII - Dissolution - Liquidation

Art. 29. Dissolution and liquidation of the Fund.

29.1 The Fund may at any time be dissolved by a resolution of the General Meeting resolving in the conditions prescribed for the amendment of these Articles, but only with the consent of the General Partner.

29.2 Whenever the share capital falls below two thirds of the minimum capital indicated in Art. 5.5, the question of the dissolution of the Fund shall be referred to the General Meeting by the General Partner. In such an event, the General Meeting shall be held without any quorum requirements and the dissolution may be decided by the votes of Shareholders holding 50% of the Shares represented at such General Meeting.

29.3 Whenever the share capital falls below one quarter of the minimum capital indicated in Art. 5.5 au-dessus, the question of the dissolution of the Fund shall be referred to the General Meeting by the General Partner. In such an event, the General Meeting shall be held without any quorum requirements and the dissolution may be decided by the votes of Shareholders holding 25% of the Shares represented at such General Meeting.

29.4 Where the holding of a General Meeting is required in accordance with Art. 29.2 au-dessus or 29.3 au-dessus, such General Meeting must be convened so that it is held within a period of forty days from the assessment that the net assets of the Fund have fallen below two third or one quarter of the legal minimum, as the case may be.

29.5 In the event of dissolution of the Fund, liquidation shall be carried out by one or several liquidators (who may be physical persons or legal entities) appointed by the General Meeting deciding on such dissolution and subject to the approval of the CSSF. The operations of liquidation will be carried out pursuant to applicable law in Luxembourg.

Art. 30. Liquidation proceeds.

30.1 The net proceeds of liquidation shall be distributed by the liquidator(s) to the Shareholders of the Fund in accordance with the rules applicable to the allocation of profits in such Sub-Fund as referred to under Art. 29 above.

30.2 Any liquidation proceeds that cannot be distributed to their beneficiaries upon the implementation of the liquidation will be deposited with the Luxembourg "Caisse de Consignation".

Art. 31. Consolidation/Splitting of Shares.

31.1 The General Partner may consolidate Shares of different Classes or split the Shares into two or more different Classes. A consolidation or split may also be resolved by a General Meeting of the Fund concerned deciding, without any quorum requirements, at the simple majority of the Shares present or represented.

Title IX - General

Art. 32. Amendments to these Articles.

32.1 These Articles may be amended by a General Meeting subject to the quorum requirements provided by the 1915 Law.

32.2 The nationality of the Fund may be changed and commitments of Shareholders (if any) increased only with the unanimous consent of all Shareholders.

Art. 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 have been or may be amended from time to time.

Estimation

Le montant des frais, dépenses, rémunérations et charges, sous quelque forme que ce soit, qui incombent à la Société en raison des présentes est évalué à environ EUR 2.000.

Déclaration

Le notaire soussigné, qui comprend et parle l'anglais, déclare qu'à la demande des parties comparantes, le présent acte est établi en langue anglaise, suivi d'une version française, et en cas de divergence entre le texte anglais et le texte français, le texte anglais fait foi.

Fait et passé à Luxembourg, à la date qu'en tête des présentes.

Après avoir lu le présent acte à voix haute, le notaire le signe avec les mandataires des parties comparantes.

Signé: G. Saddi, J. Terblanche et M. Schaeffer.

Enregistré à Luxembourg Actes Civils, le 17 avril 2013. Relation: LAC/2013/17744. Reçu soixante-quinze euros (EUR 75,-).

Le Receveur (signé): 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 23 avril 2013.

Référence de publication: 2013053211/1202.

(130065281) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

Insight Finance S.A., Société Anonyme.

Siège social: L-1855 Luxembourg, 44, avenue J.F. Kennedy.
R.C.S. Luxembourg B 106.026.

—
Extrait du procès-verbal de l'assemblée générale ordinaire qui s'est tenue le 25 avril 2013 à 10.00 heures à Luxembourg

- Les mandats des Administrateurs et du Commissaire aux Comptes viennent à échéance à la présente assemblée.

L'Assemblée Générale décide à l'unanimité de renouveler les mandats d'administrateurs de M. Koen LOZIE, M. Joseph WINANDY et nommer la société JALYNE SA, 1, rue Joseph Hackin, L-1746 Luxembourg, représentée par M. Jacques BONNIER, 1, me Joseph Hackin, L-1746 Luxembourg, au poste d'Administrateur.

L'Assemblée Générale décide à l'unanimité de renouveler au poste de Commissaire aux Comptes la société THE CLOVER, Société Anonyme, ayant son siège social au L-8399 Windhof, 6, rue d'Arlon.

Les mandats des Administrateurs et du Commissaire aux Comptes viendront à échéance à l'issue de l'Assemblée Générale qui statuera sur les comptes annuels arrêtés au 31.12.2013.

Pour copie certifiée conforme

Signatures

Administrateur / Administrateur

Référence de publication: 2013054769/19.

(130067273) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 avril 2013.

Invest One S.à r.l., Société à responsabilité limitée.

Siège social: L-2121 Luxembourg, 231, Val des Bons Malades.
R.C.S. Luxembourg B 79.994.

—
Les comptes annuels au 31 décembre 2010 ont été déposés au registre de commerce et des sociétés de Luxembourg. Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 18 avril 2013.

SG AUDIT SARL

Référence de publication: 2013054784/11.

(130067210) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 avril 2013.

IPSE Dixit Holding S.A., Société Anonyme.

Siège social: L-1724 Luxembourg, 19-21, boulevard du Prince Henri.
R.C.S. Luxembourg B 72.346.

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Extrait du procès-verbal de l'assemblée générale ordinaire tenue de manière extraordinaire le 24 avril 2013

Les mandats des administrateurs et du commissaire aux comptes venant à échéance, l'assemblée décide d'élire pour la période expirant à l'assemblée générale statuant sur l'exercice 2014 comme suit:

Conseil d'administration:

MM. Riccardo Incani, employé privé, demeurant professionnellement au 19-21 Boulevard du Prince Henri L-1724 Luxembourg, administrateur et président;

Giovanni Spasiano, employé privé, demeurant professionnellement au 19-21 Boulevard du Prince Henri L-1724 Luxembourg, administrateur;

Mme Marina Padalino, employée privée, demeurant professionnellement au 19-21 Boulevard du Prince Henri L-1724 Luxembourg, administrateur;

Commissaire aux comptes:

ComCo S.A., 68, Rue de Koerich, L - 8437 Steinfort

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

Pour extrait conforme

Société Européenne de Banque

Société Anonyme

Banque Domiciliataire

Signatures

Référence de publication: 2013054788/25.

(130066960) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 avril 2013.

Iolkos Investments SPF S.à r.l., Société à responsabilité limitée.

Siège social: L-2530 Luxembourg, 10A, rue Henri M. Schnadt.

R.C.S. Luxembourg B 164.597.

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Extrait de la résolution de l'associé unique en date du 16 avril 2013

L'associé unique constate et accepte la démission de Monsieur Philippe PONSARD, gérant unique.

L'associé unique décide de nommer comme gérant, pour une durée indéterminée, les personnes suivantes:

- Madame Anne WALTER, demeurant professionnellement au 10A, rue Henri M. Schnadt, L-2530 Luxembourg;
- Madame Céline STEIN, demeurant professionnellement au 10A, rue Henri M. Schnadt, L-2530 Luxembourg;
- Monsieur Mikhael SENOT, demeurant professionnellement au 10A, rue Henri M. Schnadt, L-2530 Luxembourg.

Conformément aux statuts, ces gérants peuvent engager la société par leur signature individuelle.

L'associé unique décide de transférer, avec effet immédiat, le siège social de la société du 2, avenue Charles de Gaulle, L-1653 Luxembourg au 10A, rue Henri M. Schnadt, L-2530 Luxembourg.

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

FIDUO

Référence de publication: 2013052737/18.

(130064901) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2013.

Signalhorn Sales S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 130.191.

—
Extrait d'une résolution de l'associé unique de la société adoptée le 23 avril 2013

Il résulte de ladite résolution que l'associé unique de la Société a décidé de révoquer la nomination de Monsieur Bernhard Glasow en tant que gérant de la Société avec effet immédiat.

Luxembourg, le 24 avril 2013.

Pour extrait conforme

Alex SCHMITT

Mandataire

Référence de publication: 2013052973/15.

(130064903) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2013.

EHI International Finance S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 166.407.

—
Les comptes annuels au 31 juillet 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 26/04/2013.

Pour extrait conforme

Référence de publication: 2013054638/11.

(130066976) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 avril 2013.

Elbey S.A., Société Anonyme.

Siège social: L-1258 Luxembourg, 6, rue Jean-Pierre Brasseur.

R.C.S. Luxembourg B 15.597.

—
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
Un mandataire

Référence de publication: 2013054641/11.

(130067264) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 avril 2013.

ECR Luxembourg S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 118.580.

Par résolution circulaire prise en date du 18 avril 2013, l'associé unique a pris les décisions suivantes:

- acceptation de la démission de Matthew MEEHAN, avec adresse au 230, Poverty Hollow, CT 06896 Redding, Etats-Unis, de son mandat de Gérant A, avec effet immédiat;

- acceptation de la démission de René BELTJENS, avec adresse professionnelle au 5, Rue Guillaume Kroll, L-1025 Luxembourg, de son mandat de Gérant de catégorie B, avec effet immédiat;

- nomination de Laurence Goblet, avec adresse professionnelle au 5, Rue Guillaume Kroll, L-1882 Luxembourg, au mandat de Gérant de catégorie B, avec effet immédiat et pour une durée indéterminée.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 26 avril 2013.

Référence de publication: 2013054635/17.

(130067090) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 avril 2013.

Egon Finance S.A., Société Anonyme.

Siège social: L-2453 Luxembourg, 20, rue Eugène Ruppert.

R.C.S. Luxembourg B 55.468.

Extract of the resolutions taken by the Board of Directors by circular vote

1. The resignation of Mr Alain RENARD from his mandate as Director of category A be enacted with effect on April 11th, 2013.

2. Mr Harald CHARBON, private employee, born on July 11th, 1969 in Verviers, Belgium, professionally residing at 412F, route d'Esch, L-2086 Luxembourg, be coopted as new Director of category A of the company, in replacement of Mr Alain Renard, resigning Director. His mandate will lapse at the Annual General Meeting of the year 2013.

Certified true copy

Suit la traduction en français de ce qui précède:

Extrait des résolutions prises par le Conseil d'Administration par voie circulaire

1. La démission de Monsieur Alain RENARD de son poste d'Administrateur de catégorie A est actée avec effet au 11 avril 2013.

2. Monsieur Harald CHARBON, employé privé, né le 11 juillet 1969 à Verviers, Belgique» demeurant professionnellement au 412F, route d'Esch, L-2086 Luxembourg, est coopté en tant que nouvel Administrateur de catégorie A de la société, en remplacement de Monsieur Alain Renard, Administrateur démissionnaire. Son mandat viendra à échéance lors de l'Assemblée Générale Statutaire de l'an 2013.

Fait à Luxembourg, le 12 avril 2013.

Certifié sincère et conforme

EGON FINANCE S.A.

Signatures

Administrateur de catégorie A / Administrateur de catégorie B

Référence de publication: 2013054636/27.

(130067219) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 avril 2013.

Equifax Luxembourg (No.3) S.à r.l., Société à responsabilité limitée.**Capital social: USD 944.100,00.**

Siège social: L-2124 Luxembourg, 102, rue des Maraîchers.

R.C.S. Luxembourg B 151.548.

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Extrait de la résolution de l'associé unique de la Société en date du 20 avril 2013

En date du 20 avril 2013, l'associé unique de la Société a pris les résolutions suivantes:

De nommer la personne suivante en tant que gérant de la classe B, avec effet au 20 avril 2013:

- Madame Sandrine Bruzzo, née le 7 septembre 1968 à Rochefort-sur-Mer (17), Charente Maritime en France, avec adresse professionnelle au 102, rue des Maraîchers, L-2124 Luxembourg, en tant que nouveau gérant de classe B de la Société avec effet au 20 avril 2013 et pour une durée indéterminée.

Depuis le 20 avril 2013, le conseil de gérance de la Société se compose des personnes suivantes:

Gérants de classe A:

Monsieur James Winthrift Roebuck

Monsieur Juan Ramon Ruiz Lopez

Gérants de classe B:

Monsieur Faruk Durusu

Monsieur Philippe Van den Avenne

Monsieur Pieter-Jan Van der Meer

Madame Sandrine Bruzzo

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

Luxembourg, le 29 avril 2013.

Equifax Luxembourg (Nr. 4) Sàrl

Equifax Americas B.V.

Référence de publication: 2013054622/27.

(130067491) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 avril 2013.

ECO Luxembourg S.à r.l., Société à responsabilité limitée.**Capital social: EUR 12.500,00.**

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

R.C.S. Luxembourg B 118.562.

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Par résolution circulaire prise en date du 18 avril 2013, l'associé unique a pris les décisions suivantes:

- acceptation de la démission de Matthew MEEHAN, avec adresse au 230, Poverty Hollow, CT 06896 Redding, Etats-Unis, de son mandat de Gérant A, avec effet immédiat;

- acceptation de la démission de René BELTJENS, avec adresse professionnelle au 5, Rue Guillaume Kroll, L-1025 Luxembourg, de son mandat de Gérant de catégorie B, avec effet immédiat;

- nomination de Laurence Goblet, avec adresse professionnelle au 5, Rue Guillaume Kroll, L-1882 Luxembourg, au mandat de Gérant de catégorie B, avec effet immédiat et pour une durée indéterminée.

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

Luxembourg, le 26 avril 2013.

Référence de publication: 2013054632/16.

(130067088) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 avril 2013.

Electricité Générale Wampach Pierre S.à r.l., Société à responsabilité limitée.

Siège social: L-6830 Berbourg, 28, Duerfstrooss.

R.C.S. Luxembourg B 90.305.

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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.

Echternach, le 29 avril 2013.

Signature.

Référence de publication: 2013054619/10.

(130067374) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 avril 2013.

Calisel Europe s.à r.l., Société à responsabilité limitée.

Siège social: L-8399 Windhof, 20, rue de l'Industrie.
R.C.S. Luxembourg B 157.126.

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.
Windhof, le 19/04/2013.

Référence de publication: 2013050468/10.

(130062302) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 avril 2013.

SES Participations, Société Anonyme.

Siège social: L-6832 Betzdorf, Château de Betzdorf.
R.C.S. Luxembourg B 101.799.

Suite à la décision de l'Assemblée Générale Annuelle en date du 17 avril 2013, le mandat du réviseur d'entreprises, Ernst & Young S.A., 7, rue Gabriel Lippmann, L-5365 Munsbach, n'a pas été renouvelé.

PricewaterhouseCoopers, Société Coopérative, 400 route d'Esch, L-1471 Luxembourg a été élu Réviseur d'Entreprise et le mandat prendra fin à l'issue de l'Assemblée Générale Annuelle de 2014.

Les actionnaires ont pris acte de la résignation de Monsieur Andrew Browne. Il est remplacé par Monsieur Padraig McCarthy, ayant son adresse professionnelle à Château de Betzdorf, L-6815 Betzdorf, comme administrateur avec effet au 17 avril 2013 jusqu'à l'Assemblée Générale Annuelle de 2016.

Les mandats des Messieurs Romain Bausch, Pierre Margue et John Purvis sont renouvelés pour une durée prenant fin à l'Assemblée Générale Annuelle de 2016.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Betzdorf, le 22 avril 2013.

Référence de publication: 2013053014/18.

(130064712) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2013.

Sportunity, Association sans but lucratif.

Siège social: L-4362 Esch-sur-Alzette, 9, avenue des Hauts-Fourneaux.
R.C.S. Luxembourg F 9.525.

STATUTS

Constitution d'une Association Sans but Lucratif le 24 Avril 2013

Entre les soussignés:

1. Irina Aleksandrova, social entrepreneur, domiciliée au 152, rue Albert Unden, L-2652 Luxembourg, de nationalité russe,
2. Ulrich Grabenwarter, impact investor, domicilié au 8, Op der Tonn, L-7270 Helmsange, Luxembourg, de nationalité autrichienne,
3. Hedda Pahlson-Moller, business angel, domiciliée au 6, rue Basse, L-6972 Rameldange, Luxembourg, de nationalité suédoise,

est constituée une association sans but lucratif régie par la loi du 21 avril 1928 sur les associations et fondations sans but lucratif, telle qu'elle a été modifiée, et par les présents statuts.

I. Dénomination, Objet, Siège, Durée

Art. 1^{er}. L'association porte la dénomination de «SPORTUNITY».

Art. 2. L'association a pour objet:

- la conception, le soutien et la coordination de programmes de développement de talent sportif notamment mais pas exclusivement chez les enfants et adolescents ressortissants de pays en voie de développement;
- l'organisation des activités sportives, éducatives, culturelles et de loisirs afin d'entretenir, de promouvoir et d'intensifier le sport comme un instrument d'amélioration des conditions de vie de la population locale, ainsi que du développement économique, social, technique et culturel;
- l'aide directe ou indirecte à des organisations, institutions et habitants nécessiteux de ces pays;
- la représentation et la protection des intérêts matériels et moraux des enfants et adolescents sportifs;
- la collaboration avec des organisations ou personnes qui poursuivent des buts semblables, ainsi qu'avec les autorités;

- toutes opérations susceptibles de favoriser directement ou indirectement la réalisation de l'objet social. L'association est strictement indépendante de toute opinion ethnique, idéologique, philosophique, politique et religieuse.

Art. 3. Le siège social de l'association est au 9, av. des Hauts-Fourneaux, L-4362 Esch-sur-Alzette, Luxembourg. Le siège social peut être transféré à n'importe quel endroit au Grand-Duché de Luxembourg, par simple décision du conseil d'administration.

Art. 4. La durée de l'association est illimitée.

II. Exercice Social

Art. 5. L'exercice social coïncide avec l'année civile. Par dérogation à cette règle, la première année commence le jour de la signature des présents statuts et se terminera le 31 décembre 2014.

III. Membres, Admissions, Démissions, Exclusions

Art. 6. L'association se compose de membres effectifs et de membres honoraires. Leur nombre n'est pas limité, mais sera de trois au minimum.

Art. 7. Pour devenir membre effectif, il faut soit:

- a. être membre fondateur signataire des présents statuts;
- b. être membre actif agréé par le conseil d'administration:

Peuvent devenir membres actifs, ceux qui présentent une demande d'agrément écrite au conseil d'administration sous réserve d'acceptation. Le conseil d'administration procède à l'examen de la demande et s'entoure de tous les éléments d'appréciation nécessaires pour prendre sa décision.

Le conseil d'administration se réserve le droit, à son entière discrétion, de refuser une candidature.

Art. 8. Membre honoraire:

Les membres honoraires peuvent être des personnes physiques ou morales soutenant l'association ou promouvant ses buts.

Les membres honoraires sont dépourvus du droit de vote et ne participent pas à l'assemblée générale. Ils ne sont pas éligibles.

Les membres honoraires peuvent jouir de tous les autres privilèges et avantages consentis aux membres fondateurs et aux membres actifs.

Peuvent devenir membres honoraires, ceux qui présentent une demande d'agrément écrite ou orale au conseil d'administration sous réserve d'acceptation.

Le conseil d'administration procède à l'examen de la demande et s'entoure de tous les éléments d'appréciation nécessaires pour prendre sa décision. Le conseil d'administration se réserve le droit, à son entière discrétion, de refuser une candidature.

Art. 9. Les membres actifs et les membres honoraires peuvent quitter l'association en adressant par lettre recommandée leur démission au conseil d'administration.

En cas de démission le membre démissionnaire n'aura aucun droit de réclamer le remboursement de ses cotisations même celles payées par anticipation.

Art. 10. Tout membre de l'association a l'obligation:

- d'observer toutes les dispositions des statuts et des règlements de l'association;
- de payer sa cotisation annuelle;
- d'observer les décisions du conseil d'administration et de l'assemblée générale.

Art. 11. Les membres actifs ainsi que les membres honoraires peuvent être exclus par le conseil d'administration à tout moment:

- en cas d'infraction aux présents statuts;
- en cas de manquement à leurs obligations envers l'association, constatés par le conseil d'administration;
- en cas de comportement incompatible avec les buts de l'association.

Art. 12. Une liste indiquant, par ordre alphabétique, les noms, prénoms, demeures et nationalités des membres de l'association, sera déposée auprès du Registre de commerce et des sociétés dans le mois de la publication des statuts. Elle sera complétée, chaque année, dans les 3 mois suivant la clôture de l'année sociale, par l'indication dans l'ordre alphabétique des modifications qui se sont produites parmi les membres.

IV. Assemblée générale

Art. 13. L'assemblée générale dispose des pouvoirs les plus étendus dans les domaines suivants:

- la modification des statuts;
- la nomination et la révocation des administrateurs;

- l'approbation des budgets et des comptes;
- la dissolution de la société.

Art. 14. L'assemblée générale se réunit au moins une fois par année civile, sur convocation du président du conseil d'administration, adressée un mois à l'avance par lettre circulaire à tous les membres de l'association, ensemble avec l'ordre du jour.

L'assemblée générale se réunit pareillement sur demande d'un cinquième des membres effectifs de l'association.

Art. 15. Tout point ayant fait l'objet d'une proposition signée par un nombre de membres égal au vingtième de la dernière liste annuelle, doit être portée à l'ordre du jour.

Les résolutions pourront être prises en dehors de l'ordre du jour, à condition toutefois que l'assemblée générale y consente à l'unanimité.

Art. 16. Les décisions de l'assemblée générale sont prises à la majorité simple des présents ou représentés sauf dans les cas spécifiquement prévus par les présents statuts ou par la loi.

Art. 17. L'assemblée générale ne peut délibérer valablement sur la modification des statuts qu'en présence d'un quorum d'au moins deux tiers de membres effectifs présents ou valablement représentés. Dans ce cas, les statuts ne seront modifiés que sur décision prise à la majorité des deux tiers des présents ou représentés. Si les deux tiers des membres ne sont pas présents ou représentés à la première réunion, il peut être convoqué une seconde réunion qui pourra délibérer quel que soit le nombre des membres présents; mais, dans ce cas, la décision sera soumise à l'homologation du tribunal civil.

Toutefois, si la modification porte sur l'un des objets en vue desquels l'association s'est constituée, les règles qui précèdent sont modifiées comme suit:

- a) la seconde assemblée ne sera valablement constituée que si la moitié au moins de ses membres sont présents ou représentés;
- b) la décision n'est admise, dans l'une ou dans l'autre assemblée, que si elle est votée à la majorité des trois quarts des voix;
- c) si, dans la seconde assemblée, les deux tiers des associés ne sont pas présents ou représentés, la décision devra être homologuée par le tribunal civil.

Toute modification des statuts sera publiée dans le mois suivant la décision au Mémorial, Recueil des Sociétés et Associations.

Art. 18. Le président du conseil d'administration assume la direction de l'assemblée générale.

Art. 19. Les membres effectifs ont tous un droit de vote qui est égal pour tous. Il est loisible aux membres de se faire représenter aux assemblées, mais uniquement par un autre membre. Les procurations seront revêtues, sous peine de nullité, de la signature du donneur d'ordre.

Art. 20. Les résolutions de l'assemblée générale seront portées à la connaissance des membres et des tiers par lettre circulaire ou par tout autre moyen approprié.

V. Administration

Art. 21. L'association est gérée par un conseil d'administration.

Le conseil d'administration est composé d'au moins trois membres effectifs désignés par l'assemblée générale à la majorité simple des présents ou représentés.

L'assemblée générale pourra selon les mêmes modalités, à tout moment, pour toute raison et avec effet immédiat mettre fin au mandat d'un ou plusieurs administrateurs.

Art. 22. Le président du conseil d'administration, le secrétaire et le trésorier sont désignés par l'assemblée générale parmi les administrateurs.

Art. 23. Les fonctions des administrateurs expirent en principe avec leur remplacement. En cas de vacance d'un ou de plusieurs administrateurs, les membres restants gardent les mêmes pouvoirs, comme si le conseil était au complet, ce jusqu'à la prochaine assemblée générale qui procédera à la nomination du/des administrateurs pour compléter le conseil d'administration.

En cas de remplacement d'un administrateur, le nouvel administrateur achève le mandat de son prédécesseur.

Art. 24. Les membres du conseil d'administration peuvent quitter l'association durant leur mandat en adressant par lettre recommandée leur démission au conseil d'administration.

Art. 25. Les pouvoirs des administrateurs sont ceux résultant de la loi et des présents statuts. Le conseil d'administration a notamment les pouvoirs d'administration et de disposition les plus étendus pour la gestion des affaires de l'association. Tout ce qui n'est pas réservé expressément à l'assemblée générale par les statuts ou par la loi est de sa compétence.

Art. 26. Le conseil d'administration se réunira sur convocation du président chaque fois que les intérêts de l'association l'exigent. Les membres du conseil d'administration sont convoqués par simple lettre ou par tout autre moyen approprié.

Art. 27. La signature conjointe d'au moins deux membres du conseil d'administration engage l'association.

Art. 28. Les décisions ne pourront être prises qu'à la majorité des membres du conseil d'administration.

Art. 29. Le conseil d'administration peut, sous sa responsabilité, déléguer pour des affaires particulières ses pouvoirs à un de ses membres ou à un tiers.

Art. 30. Les actions judiciaires, tant en demandant qu'en défendant, sont suivies au nom du conseil à la diligence du président après délibérations du conseil d'administration.

VI. Contributions et Cotisations

Art. 31. Les membres actifs paient une cotisation annuelle dont le montant et les conditions de versement sont déterminées par l'assemblée générale sur proposition du conseil d'administration.

Le montant de cette cotisation ne pourra cependant pas excéder 1000 euros par an.

Les membres honoraires fixent librement leur contribution.

VII. Mode d'établissement des comptes

Art. 32. Le conseil d'administration établit le compte des recettes et des dépenses de l'exercice social et le soumet pour approbation à l'assemblée générale annuelle ensemble avec un projet de budget pour l'exercice suivant.

VIII. Modification des statuts

Art. 33. Les modifications des statuts ainsi que leur publication s'opèrent conformément aux dispositions afférentes de la loi du 21 avril 1928, telle que modifiée et des présents statuts.

IX. Dissolution et Liquidation

Art. 34. La dissolution et la liquidation de l'association s'opèrent conformément aux dispositions afférentes de la loi du 21 avril 1928, telle que modifiée.

Art. 35. En cas de dissolution de l'association, son patrimoine sera affecté suivant décision de l'assemblée générale des membres.

X. Dispositions finales

Art. 36. Pour tous les points non réglés par les présents statuts, les comparants déclarent expressément se soumettre aux dispositions de la loi du 21 avril 1928, telle que modifiée.

Référence de publication: 2013053143/161.

(130064735) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2013.

Luxitop S.A., Société Anonyme.

Siège social: L-1219 Luxembourg, 23, rue Beaumont.

R.C.S. Luxembourg B 150.957.

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

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

Luxembourg, le 25 avril 2013.

Gabriele Schneider

L'ADMINISTRATEUR UNIQUE

Référence de publication: 2013054182/12.

(130066299) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 avril 2013.

Mara International S.A., Société Anonyme.

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

R.C.S. Luxembourg B 148.931.

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: 2013054198/9.

(130066399) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 avril 2013.

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

Siège social: L-8265 Mamer, 61, rue François Trausch.
R.C.S. Luxembourg B 145.297.

L'an deux mille treize, le neuf avril.

Pardevant Maître Jean SECKLER, notaire de résidence à Junglinster, (Grand-Duché de Luxembourg), soussigné;

ONT COMPARU:

1.- Monsieur Gilles CAVIGLIA, gérant, né à Trèves, (Allemagne), le 22 août 1973, demeurant à L-8265 Mamer, 61, rue François Trausch,

agissant tant en son nom personnel qu'en sa qualité de mandataire de

2.- Monsieur Eric HEUDIARD, homme d'affaires, né à Thionville (France) le 17 mars 1978, demeurant à F-57175 Gandrange, 49, rue Louis Jost, France,

ici représenté en vertu d'une procuration lui délivrée, laquelle après avoir été signée «ne varietur» par le mandataire du comparant et le notaire instrumentant, restera annexée aux présentes.

Lesquels comparants ont, requis le notaire instrumentaire d'acter ce qui suit:

- Que la société à responsabilité limitée "Alchimie S.à r.l.", avec siège social à L-1466 Luxembourg, 6, rue Jean Engling, inscrite auprès du Registre de Commerce et des Sociétés de Luxembourg, section B, numéro 145.297, a été constituée suivant acte reçu par le notaire instrumentant en date du 5 mars 2009, publié au Mémorial C, Recueil des Sociétés et Associations, numéro 747 du 7 avril 2009. Les statuts n'ont pas été modifiés depuis.

- Que le capital social est fixé à douze mille cinq cents euros (12.500,-EUR), représenté par deux cent cinquante (250) parts sociales de cinquante euros (50,- EUR) chacune.

- Que les parties comparantes sont les seules et uniques associées de ladite société et qu'elles se sont réunies en assemblée générale extraordinaire et ont pris à l'unanimité, la résolution suivante:

Unique résolution

L'assemblée décide de transférer l'adresse du siège social vers L-8265 Mamer, 61, rue François Trausch, et en conséquence de modifier le premier alinéa de l'article quatre des statuts comme suit:

" **Art. 4. (premier alinéa).**

Art. 4. Le siège social est établi dans la Commune de Mamer."

Evaluation des frais

Tous les frais et honoraires du présent acte incombant à la société sont évalués à la somme de 850,- EUR.

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

DONT ACTE, fait et passé à Junglinster, date qu'en tête des présentes.

Et après lecture faite et interprétation donnée aux comparants, tous connus du notaire par leurs noms, prénoms usuels, états et demeures, ils ont tous signé avec Nous notaire le présent acte.

Signé: Gilles CAVIGLIA, Jean SECKLER.

Enregistré à Grevenmacher, le 19 avril 2013. Relation GRE/2013/1589. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): G. SCHLINK.

Référence de publication: 2013053153/40.

(130065333) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

Espace Events & Communication S.à r.l., Société à responsabilité limitée.

Siège social: L-8832 Rombach-Martelange, 8, rue de Bigonville.
R.C.S. Luxembourg B 145.995.

L'an deux mille treize, le neuf avril.

Par-devant Maître Jean-Paul MEYERS, notaire de résidence à Rambrouch, Grand-Duché de Luxembourg, soussigné.

Se réunit une assemblée générale extraordinaire des associés de la société à responsabilité limitée «Espace Events & Communication S.à r.l.», avec siège social actuel à L-9654 Grummelscheid, 39, Duerfstrooss, inscrite au R.C.S.L. sous le numéro B 145.995, constituée suivant acte reçu le 27 avril 2009 par Maître Léonie GRETHEN, notaire alors de résidence à Rambrouch, publié au Mémorial C, Recueil Spécial des Sociétés et Associations, numéro 1033 du 19 mai 2009 et dont les statuts n'ont pas encore été modifiés.

L'assemblée est présidée par Monsieur Alain Dubois, demeurant rue Bi du Moulin, 73 B-6860 Ebly.

Le président désigne comme secrétaire Madame Bénédicte Thomas, demeurant professionnellement à Perlé et l'assemblée choisit comme scrutateur Monsieur Jean-Louis Pierret demeurant professionnellement à Perlé.

Le président prie le notaire d'acter que:

I.- Les associés présents ou représentés et le nombre de parts sociales qu'ils détiennent sont renseignés sur une liste de présence. Cette liste et le cas échéant, les procurations, une fois signées par les comparants et le notaire instrumentant, resteront ci-annexées pour être enregistrées avec l'acte.

II.- Il résulte de la liste de présence que les cent (100) parts, représentant l'intégralité du capital social sont représentées à la présente assemblée générale extraordinaire, de sorte que l'assemblée peut décider valablement sur tous les points portés à l'ordre du jour, dont les associés ont été préalablement informés.

III.- L'ordre du jour de l'assemblée est le suivant: Ordre du jour:

1. Transfert du siège social.
2. Modification afférente de l'article afférent des statuts.
3. Approbation du changement d'associés.
4. Divers.

Après approbation de ce qui précède, il est décidé ce qui suit à l'unanimité:

Première résolution

Il est décidé de transférer le siège dans la commune de Rambrouch avec comme adresse: rue de Bigonville, 8 L-8832 ROMBACH-MARTELANGE.

Deuxième résolution

Afin de mettre les statuts en concordance avec la résolution qui précède, il est décidé de modifier l'article 2 des statuts comme suit:

« **Art. 2.** Le siège social est établi dans la commune de Rambrouch.»

Troisième résolution

Il est décidé d'acter que les 100 (cent) parts sociales sont intégralement détenues par Monsieur Alain Dubois. Plus rien n'étant à l'ordre du jour, la séance est levée.

DONT ACTE, passé à Perlé, les jour, mois et an qu'en tête des présentes.

Et après lecture faite aux comparants, ils ont tous signé avec Nous notaire la présente minute.

Signé: Thomas, Pierret, Jean-Paul Meyers.

Enregistré à Redange/Attert, le 10 avril 2013. Relation: RED/2013/562. Reçu soixante-quinze euros (75,- €).

Le Receveur (signé): Kirsch.

POUR EXPEDITION CONFORME, délivrée sur papier libre, aux fins d'enregistrement auprès du R.C.S.L. et de la publication au Mémorial, Recueil des Sociétés et Associations.

Rambrouch, le 24 avril 2013.

Jean-Paul MEYERS.

Référence de publication: 2013053326/48.

(130065234) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

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

Siège social: L-1255 Luxembourg, 48, rue de Bragance.

R.C.S. Luxembourg B 159.859.

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.

Luxembourg, le 26 avril 2013.

Signature

Administrateur / Gérant

Référence de publication: 2013054214/12.

(130066691) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 avril 2013.

Participation Hispanolux GmbH, Société à responsabilité limitée.

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

R.C.S. Luxembourg B 137.480.

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: 2013054269/9.

(130065853) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 avril 2013.

LSREF II Delphi LP S.à r.l., Société à responsabilité limitée.

Capital social: EUR 2.964.500,00.

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

R.C.S. Luxembourg B 165.282.

In the year two thousand and thirteen on the eighteenth of April.

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

There appeared:

Lone Star Capital Investments S.à r.l., a société à responsabilité limitée, existing under the laws of the Grand-Duchy of Luxembourg, having its registered office at 7, rue Robert Stümper, L-2557 Luxembourg, registered with the Luxembourg Trade and Companies' Register under number B 91.796 (the "Sole Shareholder"),

represented by Maître Claire BRAUN, lawyer, with professional address in Luxembourg, by virtue of a proxy given under private seal on April 18th, 2013.

The proxy, after having been signed "ne varietur" by the proxyholder acting on behalf of the appearing party and the undersigned notary, shall remain attached to this deed in order to be registered therewith.

Such appearing party, represented as aforementioned, declared being the Sole Shareholder of the limited liability company (société à responsabilité limitée) LSREF II Delphi LP S.à r.l., registered with the Luxembourg Trade and Companies' Register under number B 165.282, having its registered office at 7, rue Robert Stümper, L-2557 Luxembourg (the "Company") and incorporated pursuant to a deed of the undersigned notary dated December 9th, 2011, under the initial name of LSREF2 Lux Investments II S.à r.l., published in the Mémorial C, Recueil des Sociétés et Associations (the "Mémorial") number 174 of January 20th, 2012.

The articles of incorporation have been amended for the last time pursuant to a deed of the undersigned notary dated December 31st, 2012, published in the Mémorial number 599 of March 12th, 2013.

The appearing party, through its proxyholder, declared and requested the undersigned notary to state that:

I. The entire issued share capital represented by twenty-two thousand five hundred (22,500) shares is held by the Sole Shareholder.

II. The Sole Shareholder is represented by proxy so that all shares in issue in the Company are represented at this extraordinary decision of the Sole Shareholder so that the decisions can be validly taken on all the items on the agenda.

III. The agenda of the meeting is as follows:

1. Increase of the share capital of the Company by one hundred and fifty-two thousand euro (EUR 152,000) in order to increase the actual capital from two million eight hundred and twelve thousand five hundred euro (EUR 2,812,500) up to two million nine hundred and sixty-four thousand five hundred euro (EUR 2,964,500) by the creation and issue of one thousand two hundred and sixteen (1,216) new shares with a nominal value of one hundred and twenty-five euro (EUR 125) each (the "New Shares"); subscription and payment of the New Shares by the Sole Shareholder by a contribution in cash for a total subscription amount of one hundred and fifty-two thousand euro (EUR 152,000).

2. As a consequence, amendment of the first paragraph of article 6 of the articles of association of the Company as follows:

" **Art. 6.** The Company's subscribed share capital is fixed at two million nine hundred and sixty-four thousand five hundred euro (EUR 2,964,500) represented by twenty-three thousand seven hundred and sixteen (23,716) shares having a nominal value of one hundred and twenty-five euro (EUR 125) each."

3. Amendment of the share register of the Company in order to reflect the above changes with power and authority to any manager of the Company and/or any employee of the Sole Shareholder, to proceed, under his/her sole signature, on behalf of the Company (i) to the registration of the New Shares in the share register of the Company and (ii) to the performance of any formalities in connection therewith.

The Sole Shareholder, represented as stated above, then asked the undersigned notary to record its resolutions as follows:

First resolution

The Sole Shareholder decides to increase the issued share capital of the Company by an amount of one hundred and fifty-two thousand euro (EUR 152,000) in order to increase the share capital from its current amount of two million eight hundred and twelve thousand five hundred euro (EUR 2,812,500) up to two million nine hundred and sixty-four thousand five hundred euro (EUR 2,964,500) by the creation and issuance of one thousand two hundred and sixteen (1,216) New Shares with a nominal value of one hundred and twenty-five euro (EUR 125) each.

The one thousand two hundred and sixteen (1,216) New Shares are entirely subscribed and fully paid up by the Sole Shareholder, prenamed, represented as stated above, by a contribution in cash of an aggregate amount of one hundred and fifty-two thousand euro (EUR 152,000).

The amount of one hundred and fifty-two thousand euro (EUR 152,000) is as of now at the free disposal of the Company as it has been shown to the undersigned notary by a bank certificate.

Second resolution

As a consequence of the preceding resolution, the Sole Shareholder resolves to amend the first paragraph of article 6 of the articles of incorporation of the Company to be read henceforth as follows:

« **Art. 6. Subscribed capital. (first paragraph).** The Company's subscribed share capital is fixed at two million nine hundred and sixty-four thousand five hundred euro (EUR 2,964,500) represented by twenty-three thousand seven hundred and sixteen (23,716) shares having a nominal value of one hundred and twenty-five euro (EUR 125) each."

Third resolution

The Sole Shareholder resolves to amend the share register of the Company in order to reflect the above changes and hereby empower and authorise any manager of the Company and/or any employee of the Sole Shareholder, to proceed, under his/her sole signature, on behalf of the Company (i) to the registration of the New Shares in the share register of the Company and (ii) to any formalities in connection therewith.

The undersigned notary who understands and speaks English, states herewith, that on request of the proxyholder of the above appearing party, the present deed is worded in English followed by a French translation; on the request of the same proxyholder and in case of divergences between the English and French texts, the English version shall be prevailing.

Whereof, the present notarial deed is drawn up in Luxembourg, at the office of the undersigned notary, on the day named at the beginning of this document.

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

Suit la traduction française du texte qui précède:

L'an deux mille treize, le dix-huit avril.

Par-devant Nous, Maître Martine SCHAEFFER, notaire demeurant à Luxembourg.

A comparu:

Lone Star Capital Investments S.à r.l., une société à responsabilité limitée de droit luxembourgeois, ayant son siège social au 7, rue Robert Stumper, L-2557 Luxembourg inscrite auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 91.796 (l'«Associé Unique»),

ici représentée par Maître Claire BRAUN, avocate, avec adresse professionnelle à Luxembourg, en vertu d'une procuration sous seing privé donnée le 18 avril 2013.

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

La personne présente, représentée tel qu'indiqué, a déclaré être l'Associé Unique de la société à responsabilité limitée LSREF II Delphi LP S.à r.l., immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 165.282, ayant son siège social au 7, rue Robert Stumper, L-2557 Luxembourg (la «Société»), constituée sous le nom initial LSREF2 Lux Investments II S.à r.l., selon un acte du notaire instrumentaire en date du 9 décembre 2011, publiée dans le Mémorial C, Recueil des Sociétés et Associations (le «Mémorial») le 20 janvier 2012, numéro 174.

Les statuts ont été modifiés pour la dernière fois suivant acte reçu par le notaire instrumentaire en date du 31 décembre 2012, publiée dans le Mémorial le 12 mars 2013, numéro 599.

La comparante, par son mandataire, a déclaré et requis le notaire d'acter ce qui suit:

I. La totalité du capital social représentée par vingt-deux mille cinq cents parts sociales (22.500) est détenu par l'Associé Unique.

II. L'Associé Unique est représenté en vertu d'une procuration de sorte que toutes les parts sociales émises par la Société sont représentées à cette décision extraordinaire de l'Associé Unique et toutes les décisions peuvent être valablement prises sur tous les points de l'ordre du jour.

III. L'ordre du jour est le suivant:

1. Augmentation du capital social de la Société à concurrence de cent cinquante-deux mille euros (EUR 152.000) de façon à porter le capital actuel de deux millions huit cent douze mille cinq cents euros (EUR 2.812.500) à deux millions neuf cent soixante-quatre mille cinq cents euros (EUR 2.964.500) par la création et l'émission de mille deux cent seize (1.216) parts sociales nouvelles d'une valeur nominale de cent vingt-cinq euros (EUR 125) chacune (les «Nouvelles Parts Sociales»); souscription et paiement des Nouvelles Parts Sociales par l'Associé Unique par un apport en numéraire pour un montant total de cent cinquante-deux mille euros (EUR 152.000).

2. Suite à l'augmentation de capital qui précède, modification du premier paragraphe de l'article 6 des statuts de la Société comme suit:

« **Art. 6.** Le capital social est fixé à deux millions neuf cent soixante-quatre mille cinq cents euros (EUR 2.964.500) représenté par vingt-trois mille sept cent seize (23.716) parts sociales d'une valeur nominale de cent vingt-cinq euros (EUR 125) chacune.»

3. Modification du registre de parts sociales de la Société de façon à refléter les changements proposés ci-dessus avec pouvoir et autorité donnés à tout gérant de la Société et/ou tout employé de l'Associé Unique, afin d'effectuer, par sa seule signature, pour le compte de la Société, (i) l'inscription des Nouvelles Parts Sociales dans le registre de parts sociales de la Société et (ii) la réalisation de toute formalité en relation avec ce point.

L'Associé Unique, représentée comme indiqué ci-dessus, a requis le notaire soussigné de prendre acte des résolutions suivantes:

Première résolution

L'Associé Unique décide d'augmenter le capital social à concurrence de cent cinquante-deux mille euros (EUR 152.000) pour le porter de son montant actuel de deux millions huit cent douze mille cinq cents euros (EUR 2.812.500) à deux millions neuf cent soixante-quatre mille cinq cents euros (EUR 2.964.500) par la création et l'émission de mille deux cent seize (1.216) Nouvelles Parts Sociales d'une valeur nominale de cent vingt-cinq euros (EUR 125) chacune.

Les mille deux cent seize (1.216) Nouvelles Parts Sociales sont toutes souscrites et entièrement libérées par l'Associé Unique, prénommé, représenté comme indiqué ci-dessus, par un apport en numéraire d'un montant total de cent cinquante-deux mille euros (EUR 152.000).

Le montant de cent cinquante-deux mille euros (EUR 152.000) est dès à présent à la libre disposition de la Société tel qu'il a été démontré au notaire soussigné par un certificat bancaire.

Deuxième résolution

Suite à la résolution qui précède, l'Associé Unique a décidé de modifier le premier paragraphe de l'article 6 des statuts de la Société afin de lui donner désormais la teneur suivante:

« **Art. 6. Capital Social Souscrit. (Premier paragraphe).** Le capital social est fixé à deux millions neuf cent soixante-quatre mille cinq cents euros (EUR 2.964.500) représenté par vingt-trois mille sept cent seize (23.716) parts sociales d'une valeur nominale de cent vingt-cinq euros (EUR 125) chacune.»

Troisième résolution

L'Associé Unique a décidé de modifier le registre de parts sociales de la Société afin de refléter les changements effectués ci-dessus et mandate et autorise par la présente tout gérant de la Société et/ou tout employé de l'Associé Unique, afin d'effectuer, par sa seule signature, pour le compte de la Société, (i) l'inscription de l'émission des Nouvelles Parts Sociales dans le registre de parts sociales de la Société ainsi que (ii) la réalisation de toute formalité en relation avec ce point.

Le notaire soussigné, qui comprend et parle anglais, constate que sur demande du mandataire de la partie comparante, le présent acte est rédigé en anglais suivi d'une traduction française; à la demande du même mandataire et en cas de divergences entre le texte anglais et le texte français, le texte anglais fera foi.

Dont acte, fait et passé à Luxembourg, en l'étude du notaire soussigné, date qu'en tête des présentes.

Et après lecture faite et interprétation donnée au mandataire de la comparante, celui-ci a signé avec le notaire le présent acte.

Signé: C. Braun et M. Schaeffer.

Enregistré à Luxembourg Actes Civils, le 19 avril 2013. Relation: LAC/2013/18248. Reçu soixante-quinze euros Eur 75.-

Le Receveur ff. (signé): Carole FRISING.

POUR EXPEDITION CONFORME, délivrée à la demande de la prédite société, aux fins d'inscription au Registre de Commerce.

Luxembourg, le 25 avril 2013.

Référence de publication: 2013053468/155.

(130065552) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

P4 Investments S.A., Société Anonyme.

Siège social: L-1219 Luxembourg, 17, rue Beaumont.

R.C.S. Luxembourg B 86.388.

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.

P4 INVESTMENTS S.A.

Alexis DE BERNARDI / Régis DONATI

Administrateur / Administrateur

Référence de publication: 2013054287/12.

(130066444) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 avril 2013.

Deutsche Bank Luxembourg S.A., Société Anonyme.

Siège social: L-1115 Luxembourg, 2, boulevard Konrad Adenauer.

R.C.S. Luxembourg B 9.164.

Im Jahre zweitausenddreizehn, am fünfzehnten April.

Vor dem unterzeichneten Notar Karine REUTER, mit Amtssitz in Petingen.

Versammelten sich zu einer außerordentlichen Generalversammlung die Aktionäre, beziehungsweise deren Vertreter, der Aktiengesellschaft

DEUTSCHE BANK LUXEMBOURG S.A.

mit Sitz in L-1115 Luxembourg, 2 Boulevard Konrad Adenauer,

eingetragen im Handelsregister zu Luxemburg unter Sektion B 9.164,

gegründet gemäß Urkunde aufgenommen durch den Notar Carlo FUNCK, mit damaligem Amtssitz in Luxemburg, veröffentlicht im Memorial C, am 27. August 1970, Nummer 142.

Die Versammlung wird eröffnet unter dem Vorsitz von Frau Christiane Hoffranzen, geschäftsansässig in Luxemburg.

Der Vorsitzende beruft zum Schriftführer Frau Kathrin Schrader-Kartes, geschäftsansässig in Luxemburg.

Die Versammlung wählt einstimmig zum Stimmzähler Herrn Jürgen Schweig, geschäftsansässig in Luxemburg.

Das auf diese Weise besetzte Büro stellt fest:

I. dass die bei der Hauptversammlung gegenwärtigen oder vertretenen Aktionäre sowie die Anzahl der von ihnen gehaltenen Aktien, die das Stimmrecht geben, in eine Anwesenheitsliste eingetragen sind, die ne varietur von den gegenwärtigen Aktionären oder ihren Vertretern unterzeichnet wurde und diesem Protokoll beigefügt wird;

II. dass sich aus der Anwesenheitsliste ergibt, dass von den 13.860.000 ausgegebenen Aktien alle bei der Hauptversammlung gegenwärtig oder vertreten sind;

III. dass die Hauptversammlung mithin rechtmäßig zusammengekommen ist, um wirksam über die folgende Tagesordnung zu beschließen:

Tagesordnung:

1.- Erhöhung des jetzigen Gesellschaftskapitals von drei Milliarden vierhundertfünfundsechzig Millionen Euro (3.465.000.000,- €) auf einen neuen Betrag von drei Milliarden neunhundertneunundfünfzig Millionen fünfhunderttausend Euro (3.959.500.000,00,-€), durch Schaffung und Ausgabe von einer Million neunhundertachtundsiebzigtausend (1.978.000) neuen Aktien und Einzahlung eines Betrages von vierhundertvierundneunzig Millionen fünfhunderttausend Euro (494.500.000,- €).

2.- Zeichnung und Einzahlung der neuen Aktien.

3.- Entsprechende Änderung des Artikels 5 der Satzung

4.- Entlastung des Verwaltungsrates aus ihrem Amt

5.- Ernennung der neuen Verwaltungsratsmitglieder

6.- Entlastung des Wirtschaftsprüfers

7.- Benennung des Wirtschaftsprüfers für 2013

8.- Ergänzung der Satzung durch Beifügen einer englischen Übersetzung

9.- Verschiedenes

Nachdem über die Tagesordnungspunkte beraten wurde, wurden einstimmig die folgenden Beschlüsse gefasst:

Erster Beschluss

Die Generalversammlung beschließt das Gesellschaftskapital um vierhundertvierundneunzig Millionen fünfhunderttausend Euro (494.500.000,- €) zu erhöhen, und somit den jetzigen Betrag von drei Milliarden vierhundertfünfundsechzig Millionen Euro (3.465.000.000,- €) auf drei Milliarden neunhundertneunundfünfzig Millionen fünfhunderttausend Euro (3.959.500.000,- €) zu erhöhen, dies durch Schaffung und Ausgabe von einer Million neunhundertachtundsiebzigtausend (1.978.000) neuen Aktien, und Einzahlung eines Betrages von vierhundertvierundneunzig Millionen fünfhunderttausend Euro (494.500.000,- €).

Zweiter Beschluss

Die Generalversammlung beschließt zur Zeichnung der 1.978.000 neuen Aktien zuzulassen:

Die Aktiengesellschaft „Deutsche Bank AG“ mit Gesellschaftssitz in D-60325 Frankfurt-am-Main, Taunusanlage 12, Hessen Amtsgericht Frankfurt am Main HRB 30000, hier vertreten durch Frau Christiane Hoffranzen, aufgrund einer privatschriftlichen Vollmacht.

Diese Vollmacht bleibt nach „ne varietur“ Unterzeichnung durch alle Erschienenen und der instrumentierenden Notarin gegenwärtiger Urkunde beigegeben, um mit derselben einregistriert zu werden.

Sodann ist gegenwärtiger Urkunde beigetreten:

Die Aktiengesellschaft „Deutsche Bank AG“ mit Gesellschaftssitz in D-60325 Frankfurt-am-Main, Taunusanlage 12, Hessen Amtsgericht Frankfurt am Main HRB 30000, hier vertreten durch Frau Christiane Hoffranzen, aufgrund vorerwähnter Vollmacht.

Welche Komparentin, vertreten wie vorerwähnt, erklärt:

- sämtliche eine Million neunhundertachtundsiebzigtausend (1.978.000) neuen Aktien zu zeichnen;
- diese Aktien durch eine Bareinzahlung eines Betrages von vierhundertvierundneunzig Millionen fünfhunderttausend Euro (494.500.000,- €) einzuzahlen.

Somit steht der Betrag von vierhundertvierundneunzig Millionen fünfhunderttausend Euro (494.500.000,- €) der Gesellschaft zur Verfügung, wie dies dem unterzeichneten Notar nachgewiesen wurde anhand eines „Certificat de blocage“.

Dritter Beschluss

Infolge des vorhergehenden Beschlusses wird Artikel 5 der Satzung abgeändert und erhält folgenden Wortlaut:

„ **Art. 5.** Das Gesellschaftskapital ist voll eingezahlt und beträgt drei Milliarden neunhundertneunundfünfzig Millionen fünfhunderttausend Euro (3.959.500.000,- €), eingeteilt in fünfzehn Millionen achthunderfachtunddreipigtausend (15.838.000) Aktien.“

Vierter Beschluss

Die Generalversammlung hat beschlossen der deutschen Satzung eine englische Übersetzung hinzuzufügen, welche folgenden Wortlaut erhält:

« **Art. 1.** A Luxembourg company bearing the name of "DEUTSCHE BANK LUXEMBOURG S.A." has been established in the form of a stock corporation.

Art. 2. The object of the Company is the transaction of banking and financial business of every kind for own and third-party account, the provision of insurance brokerage through duly licensed natural persons, in the Grand Duchy of Luxembourg and abroad, as well as all activities directly or indirectly related thereto.

The Company may hold participations in other enterprises with registered offices in the Grand Duchy of Luxembourg or abroad, and it may establish branches.

Art. 3. The Company has its registered office in the City of Luxembourg. The registered office may be transferred at any time to another location in the Grand Duchy of Luxembourg by a simple majority resolution of the Board of Directors.

If political events or force majeure prevent the Company from conducting its business operations at its registered office, or if such a disruption is imminent, the Board of Directors may temporarily transfer the Company's registered office abroad. As soon as the circumstances permit, the Board of Directors must convene a General Meeting which is required under law to pass a resolution on whether the relocation of the registered office is to become final or whether the latter is to be transferred back to Luxembourg. Any temporary relocation will have no effect on the nationality of the Company, which will remain a Luxembourg company governed by Luxembourg law.

Art. 4. The Company is established for an indefinite term.

Capital

Art. 5. The Company's capital is fully paid up and amounts to THREE BILLION NINE HUNDRED FIFTY-NINE MILLION FIVE HUNDRED THOUSAND EURO (€ 3,959,500,000.00), divided into FIFTEEN MILLION EIGHT HUNDRED THIRTY-EIGHT THOUSAND (15,838,000) shares.

Shares

Art. 6. The shares are registered shares.

A Share Register of the registered shares, which may be inspected by the shareholders at any time, is kept at the registered office of the Company. Details such as the exact designation of each shareholder, the number of shares held, the dates and amounts of payments rendered and shares transferred are entered in this Register.

Art. 7. Ownership of a registered share is evidenced by entry in the Share Register. On request, shareholders will be given a certificate confirming the fact that such entry has been made. Certificates may also be issued for a large number of shares.

Art. 8. The transfer of registered shares is executed by means of a written share transfer agreement signed by the seller and the purchaser or their authorized representatives. The transfer of shares is evidenced by entry in the Share Register.

Board of directors

Art. 9. The Company is managed by a Board of Directors consisting of no less than three members; the exact number is determined by the General Meeting that makes the appointments.

Art. 10. The Board of Directors is authorized to manage all types of business, except for any transactions reserved by law or by the Articles of Association for the General Meeting. In particular, the Board of Directors may hold participating interests, issue bonds or debt securities with or without collateral, waive privileges, discharge mortgages and annul rescission rights, grant debt relief, conclude settlement agreements relating to Company interests of any kind and establish branches at home or abroad.

The Board of Directors may distribute an advance dividend, provided that the legally prescribed conditions are observed. It resolves the amount and the date on which such an advance payment is to be made.

The Board of Directors acts on behalf of the Company in dealings with external parties. The joint signatures of two members of the Board of Directors are required to represent the Company. Legal proceedings may be conducted by the Board of Directors, whether as plaintiff or defendant, in the name of the Company.

Art. 11. The members of the Board of Directors are appointed by the General Meeting. The term of office of any member of the Board of Directors shall not exceed six years; it commences at the close of the Ordinary General Meeting at which they are elected and expires at the close of the Ordinary General Meeting for the last financial year for which they are appointed. The members of the Board of Directors may be re-elected any number of times. They may be dismissed at any time by a General Meeting.

Art. 12. In the event that a vacancy arises on the Board of Directors, the remaining members, without prejudice to the provisions of Article 24, may appoint a person to provisionally fill the vacancy in accordance with the legal requirements. The General Meeting will make the final appointment the next time it meets.

Art. 13. The members of the Board of Directors need not be shareholders.

Art. 14. The remuneration for each member of the Board of Directors is determined retroactively by the Ordinary General Meeting.

Art. 15. The Board of Directors elects a Chairman and a Deputy Chairman of the Board of Directors from among its ranks.

Art. 16. Meetings of the Board of Directors are called by the Chairman or, if he is unable to do so, by the Deputy Chairman or another member. The agenda is to be included in all invitations to meetings.

The meetings of the Board of Directors may take place at the registered office of the Company or at any other venue.

Art. 17. Every member of the Board of Directors may authorize another member to represent him at meetings of the Board of Directors. This proxy may be given in the form of a personal note or letter, or by telex, telegram or telefax.

Art. 18. The Board of Directors is deemed to constitute a quorum if at least one half of its members are in attendance or represented by proxy.

Art. 19. The Board of Directors takes its resolutions with the consent of at least half of the members in attendance or represented by proxy. In the event of a tie, the Chairman shall not have the casting vote.

In cases of special urgency, the Board may also deliberate and resolve on matters not announced in the agenda.

Art. 20. On the initiative of the Chairman or, in his absence, of the Deputy Chairman or another member of the Board of Directors, resolutions may also be taken in writing, by telegraph or telephone, provided that no member of the Board of Directors raises an objection to such procedure.

Art. 21. Minutes are to be kept of all deliberations and resolutions of the Board of Directors; these minutes are to be signed by the Chairman and one other member of the Board of Directors. Minutes shall also be drawn up for resolutions taken as described in Article 20.

Art. 22. The Board of Directors may delegate, in full or in part, the day-to-day management of the Company, including all related powers to represent the Company, to individual members of the Board of Directors or to third parties.

Such delegation to individual members of the Board of Directors must be approved by the General Meeting.

Company audit

Art. 23. The Company is audited by one or several auditors registered in the Grand Duchy of Luxembourg and who are appointed by the Board of Directors.

These auditors shall also perform a review of the Management Report to determine whether it is consistent with the annual financial statements for the financial year under review.

General meeting

Art. 24. The General Meeting of shareholders may take decisions on all Company matters.

The following powers, in particular, are reserved for the General Meeting:

- a) amending the articles of association,
- b) appointing and dismissing the members of the Board of Directors and establishing their remuneration,
- c) approving the delegation of day-to-day business management to individual members of the Board of Directors,
- d) hearing reports of the Board of Directors,
- e) approving the annual financial statements and the income statement,
- f) ratifying the acts of management of the members of the Board of Directors,
- g) taking resolutions on the appropriation of profits,
- h) winding up the Company.

Art. 25. The Ordinary General Meeting of shareholders shall be held at 11.00 a.m. on April 15 of every year, either at the Company's registered office or any other venue stated in the invitation to the meeting.

Should that not fall on a banking day in Luxembourg, the General Meeting will be held on the next following banking day.

Art. 26. In addition, Extraordinary General Meetings may be called at any time and any venue within or outside of the Grand Duchy of Luxembourg.

Art. 27. The General Meeting may be convened by the Board of Directors. It must be convened within a period of one month, if shareholders who represent at least one-fifth (1/5) of the Company's capital submit a request to this effect, including agenda items, to the Board of Directors.

Art. 28. General meetings are convened in accordance with articles 67 or 70 of the Luxembourg Law on Commercial Companies of August 10, 1915, including subsequent amendments thereto.

Meetings may also be convened by registered letter. If all shareholders are in attendance or represented by proxy at a General Meeting, a formal convening notice may be dispensed with.

Art. 29. Every shareholder is entitled to attend the General Meeting. A shareholder may be represented by proxy by another shareholder or by a third party; this proxy may also be given in the form of a personal note or letter and for any number of shares.

Art. 30. Resolutions adopted at the General Meetings are subject to the provisions of articles 67 to 70 of the Law on Commercial Companies of August 10, 1915, including subsequent amendments thereto.

Resolutions other than those to amend the articles of association may be adopted even if less than half of the shareholders are in attendance or represented by proxy.

Members of the Board of Directors are not entitled to vote on resolutions concerning the ratification of the acts of management of members of the Board of Directors, nor may they be represented by third parties for such votes.

Annual financial statements

Art. 31. The financial year commences on January 1 and ends on December 31 of each year.

Art. 32. Each year, the Board of Directors will draw up an inventory of movable and immovable assets and a list of all receivables and liabilities. In addition, details of all liabilities to the Company incurred by directors and members of the Board of Directors are to be shown.

The Board of Directors prepares the balance sheet and the income statement, including any charge-offs required.

No less than one month before the Ordinary General Meeting, the Board of Directors will present the balance sheet and the income statement, together with a report on the Company's business activities, to the auditors.

Art. 33. Pursuant to Article 75 of the Law on Commercial Companies of August 10, 1915, including subsequent amendments thereto, the balance sheet and the income statement must be published by the Board of Directors within fourteen days of their approval by the General Meeting.

This publication must also state the date on which the Company's certificate of incorporation was filed.

The published balance sheet is to be followed by the surnames, first names, occupations and places of residence of the members of the Board of Directors in office at the time, as well as any new appointments, and the appropriation of profits as resolved by the General Meeting.

Dissolution and liquidation

Art. 34. The Company may be wound up at any time by a resolution of the General Meeting.

In order to wind up the Company's affairs, the General Meeting will appoint one or more liquidators, whose remuneration it will also establish.

Final provision

Art. 35. In supplement hereto, the founders make reference to the provisions of the Law on Commercial Companies of August 10, 1915, including subsequent amendments thereto."

Da somit die Tagesordnung der ausserordentlichen Generalversammlung erschöpft ist, wird diese durch die Vorsitzende geschlossen, welche sodann, unter dem gleichem Vorsitz, Schriftführung und Sekretariat die ordentliche Generalversammlung der vorbezeichneten Gesellschaft eröffnet.

In Gegenwart sämtlicher Aktionäre, beschliesst diese ordentliche Generalversammlung über sub 4,5,6 und 7 angegebenen Punkte der Tagesordnung wie folgt:

Fünfter Beschluss

Die Generalversammlung hat beschlossen alle Verwaltungsmitglieder aus ihrem Amt zu entlassen und gewährt ihnen Entlastung für deren Verwaltung seit ihrer Ernennung bis zum heutigen Tag.

Sechster Beschluss

Die Generalversammlung hat beschlossen, die Mandate folgender Verwaltungsratsmitglieder bis zur ordentlichen Generalversammlung, die im Jahr 2017 stattfindet und über das zum 31.12.2016 endende Geschäftsjahr entscheidet:

- Herr Michael KRÖNER, geboren in Lorch (Deutschland), am 20. Mai 1956, geschäftsansässig in D-60325 Frankfurt am Main, 12 Taunusanlage;
- Herr Stefan KRAUSE, geboren in Bogota (Kolumbien), am 17. November 1962, geschäftsansässig in D-60325 Frankfurt am Main, 12 Taunusanlage;
- Herr Werner Helmut STEINMULLER, geboren in Klingenberg (Deutschland), am 13. Mai 1954, geschäftsansässig in D-60325 Frankfurt am Main, 12 Taunusanlage;
- Herr Klaus-Michael VOGEL, geboren in Heidenheim (Deutschland), am 11. November 1949, geschäftsansässig in L-1115 Luxemburg, 2 boulevard Konrad Adenauer;
- Herr Ernst Wilhelm CONTZEN, geboren in Köln (Deutschland), am 28. November 1948, geschäftsansässig in L-1115 Luxemburg, 2 boulevard Konrad Adenauer.

Siebter Beschluss

Die Generalversammlung hat beschlossen dem Wirtschaftsprüfer für seine Verwaltung seit seiner Ernennung bis zum heutigen Tag, Entlastung zu gewähren.

Achter Beschluss

Die Generalversammlung hat beschlossen, die Gesellschaft mit beschränkter Haftung „KPMG Luxembourg S.à r.l.“ mit Sitz in L-2520 Luxemburg, 9 Allée Scheffer, eingetragen im Handelsregister zu Luxemburg unter Sektion B 149.133, als Wirtschaftsprüfer für das Jahr 2013 zu ernennen.

Da somit die Tagesordnung erschöpft ist, wird die Versammlung durch den Vorsitzenden geschlossen.

Kosten

Die Kosten welche der Gesellschaft wegen der gegenwärtigen Kapitalerhöhung obliegen, werden auf ungefähr siebentausend Euro (7.000,- €) abgeschätzt.

Gegenüber dem unterzeichneten Notar sind jedoch sämtliche unterzeichneten Parteien persönlich und solidarisch haftbar für die Zahlung aus gegenwärtiger Urkunde entstehenden Kosten und Honorare, was von den unterzeichneten Parteien speziell anerkannt wird.

Worüber Urkunde, aufgenommen zu Luxemburg, Datum wie eingangs erwähnt.

Und nach Vorlesung alles Vorstehendem an die Komparenten, alle dem Notar nach Namen, gebräuchlichen Vornamen, Stand und Wohnort bekannt, haben alle - erklärend Kenntnis der Artikel 32-3 des Gesetzes betreffend die Handelsgesellschaften und darauf bestehend gegenwärtige Versammlung zu beurkunden - gegenwärtige Urkunde mit dem Notar unterschrieben.

Signés: C. HOFFFRANZEN, K. SCHRADER-KARTES, J. SCHWEIG, K. REUTER.

Enregistré à Esch/Alzette Actes Civils, le 19 avril 2013. Relation: EAC/2013/5236. Reçu soixante-quinze euros (75,- EUR).

Le Receveur (signé): SANTIONI.

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

PETANGE, LE 23 avril 2013.

Référence de publication: 2013053301/256.

(130065295) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 avril 2013.

Minorco Peru Holdings, Société à responsabilité limitée.

Siège social: L-1255 Luxembourg, 48, rue de Bragance.

R.C.S. Luxembourg B 159.311.

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.

Luxembourg, le 26 avril 2013.

Signature

Administrateur / Gérant

Référence de publication: 2013054213/12.

(130066690) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 avril 2013.

Aal Kielener Pompjeeën asbl, Association sans but lucratif.

Siège social: Kehlen,

R.C.S. Luxembourg F 9.523.

STATUTS

Suite au mandat reçu par la majorité des membres des Sapeurs-Pompiers de Kehlen lors d'une assemblée générale ordinaire en date du 28.1.2012, une association sans but lucratif est constituée en date du 6 avril 2013 entre les soussignés et tous ceux qui en deviendront membres.

Les noms des signataires de cet acte sont les suivants:

BIVER Francis	12, rue de Schoenberg	L-8283 Kehlen	L Retraité
DOS SANTOS Jorge	47, am Duerf	L-8289 Kehlen	P Employé
RECH Romain	15B, rue de l'Eglise	L-7410 Angelsberg	L Fonctionnaire communal
SCHNEIDER Roland	31, rue de Mersch	L-8293 Keispelt	L Ouvrier de l'Etat

L'association est régie par la loi du 21 avril 1928 sur les associations sans but lucratif et le présent statut.

1. Dénomination, objet, siège, durée.

Art. 1^{er}. L'association prend la dénomination «Aal Kielener Pompjeeën asbl».

Art. 2. L'association a pour objet de promouvoir l'organisation du «Buergbrennen» ou toute autre manifestation culturelle.

Art. 3. L'association a son siège à Kehlen.

Art. 4. L'association est constituée pour une durée illimitée.

2. Membres.

Art. 5. L'association est composée de membres effectifs, âgés de seize ans au moins, sous réserve d'être admis par le conseil d'administration.

Art. 6. Le nombre des membres est illimité sans pouvoir être inférieur à sept.

Art. 7. Le taux maximum de la cotisation à effectuer par les membres de l'association est fixé à 100.-€. Le taux sera fixé par l'assemblée générale.

Art. 8. La démission et l'exclusion des associés sont réglés par l'article 12 de la loi du 21 avril 1928 sur les associations sans but lucratif.

3. L'administration.

Art. 9. L'association est gérée par un conseil d'administration de sept membres. Leur mandat a une durée de six ans, les membres sortants sont rééligibles. Les élections du conseil d'administration ont lieu tous les trois ans pour la moitié de ses membres (trois respectivement quatre et dans la même proportion lors d'un élargissement du conseil d'administration). Les membres du conseil d'administration sont élus parmi les membres effectifs par l'assemblée générale à la simple majorité des voix. Le nombre d'administrateurs peut être modifié par simple décision du conseil d'administration.

Art. 10. Le conseil d'administration choisit dans son sein un président, un vice-président, un secrétaire et un trésorier. La correspondance courante pourra être signée par le secrétaire.

Art. 11. Le conseil d'administration se réunit sur convocation de son président ou de son délégué. Le conseil d'administration ne pourra délibérer valablement qu'en présence de la majorité de ses membres. La voix du président ou de son remplaçant étant, le cas de parité, prépondérante.

Art. 12. Le conseil d'administration a les pouvoirs les plus étendus pour la gestion courante des affaires déterminées à un ou plusieurs mandataires de son choix.

Art. 13. Le conseil d'administration peut élaborer un règlement interne régissant le fonctionnement interne de l'association, la participation des membres aux événements et manifestations de l'association ainsi que l'attribution et le retrait de tout bien appartenant à l'association.

Art. 14. Le conseil d'administration peut accorder à des personnes et des institutions qui par des dons annuels tiennent à soutenir l'association dans ses activités le titre honorifique de «membre donateur». De même peut-il conférer le titre de «membre honoraire» à des personnes qui ont rendu des services ou fait des dons particuliers à l'association. Ces titres honorifiques ne donnent pas naissance à des droits au sein de l'association.

4. Assemblée générale.

Art. 15. L'assemblée générale ordinaire se réunit une fois par an, le conseil d'administration fixe la date et l'ordre du jour.

Art. 16. Le conseil d'administration pourra convoquer des assemblées générales extraordinaires chaque fois qu'il jugera utile ou nécessaire.

Art. 17. A la suite d'une demande écrite de la part d'un tiers des membres effectifs, le conseil d'administration doit convoquer dans la quinzaine une assemblée générale extraordinaire contenant à l'ordre du jour le motif de la demande.

Art. 18. Les membres effectifs sont convoqués à l'assemblée générale par simple lettre respectivement par courrier électronique au moins huit jours francs à l'avance.

Art. 19. L'assemblée générale est régulièrement constituée quel que soit le nombre de membres effectifs présents. Les décisions sont prises à la simple majorité. Dans le cas d'une décision à prendre sur une modification du statut, l'assemblée générale doit réunir les deux tiers des membres effectifs et l'objet doit en être spécialement indiqué dans la convocation. Aucune modification ne pourra être adoptée qu'à la majorité de deux tiers des voix et conformément à l'article 8 de la loi du 21 avril 1928 sur les associations sans but lucratif.

Art. 20. Les comptes sont tenus par le trésorier qui est chargé de la gestion financière de l'association, de la comptabilisation des recettes et des dépenses et de rétablissement du décompte annuel à la clôture de l'exercice qui est fixée au 31 décembre. La gestion du trésorier est contrôlée par deux vérificateurs des comptes qui ne font pas partie du conseil d'administration et qui sont désignés chaque année par l'assemblée générale.

Art. 21. Chaque année, le conseil d'administration soumet à l'approbation de l'assemblée générale le compte de l'exercice écoulé. L'approbation vaut décharge pour le conseil d'administration.

5. Liquidation.

Art. 22. En cas de liquidation, la décision de l'assemblée générale qui prononce la dissolution, déterminera aussi l'affectation des biens de l'association.

BIVER Francis / DOS SANTOS Jorge / RECH Romain / SCHNEIDER Roland.

Référence de publication: 2013053132/75.

(130064206) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 avril 2013.

Mike S.A., Société Anonyme.

Siège social: L-8008 Strassen, 98, route d'Arlon.

R.C.S. Luxembourg B 111.127.

Il résulte de l'assemblée générale ordinaire du 05 avril 2013 que les mandats de:

- Monsieur Bernard MOXHET demeurant à B-7030 Saint-Symphorien, 19, rue Félix Maigret de Priches de sa fonction d'administrateur est renouvelé. Son mandat expirera lors de l'assemblée statutaire de 2016.

- la société LE COMITIUM INTERNATIONAL SA, 31, Val Sainte Croix L-1371 Luxembourg, immatriculée au RCSL sous le numéro B83527 de sa fonction de commissaire aux comptes est renouvelé. Son mandat expirera lors de l'assemblée statutaire de 2016.

La société prend également acte du changement d'adresse de Monsieur Dominique STIEGLER, administrateur et administrateur délégué, demeurant à B-6860 Léglise, Rue Saint-Donat, Rancimont 40 (changement de numérotation de rue opérée par la commune de Léglise).

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

Dominique STIEGLER
Administrateur délégué

Référence de publication: 2013054212/19.

(130066732) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 avril 2013.

Megalux S.A., Société Anonyme.

Siège social: L-4782 Pétange, 2, rue de l'Hôtel de Ville.

R.C.S. Luxembourg B 48.087.

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

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

Référence de publication: 2013054201/9.

(130065968) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 avril 2013.

Keystar Investments S.A., Société Anonyme.

Siège social: L-1150 Luxembourg, 207, route d'Arlon.

R.C.S. Luxembourg B 51.188.

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

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

Echternach, le 25 avril 2013.

Référence de publication: 2013054136/10.

(130066019) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 avril 2013.

Gai Mattiolo S.A., Société Anonyme.

Siège social: L-2670 Luxembourg, 59, boulevard de Verdun.

R.C.S. Luxembourg B 118.163.

Il résulte de deux lettres recommandées adressées à la société en date du 19 avril 2013 que Monsieur Joé Wollmering et Monsieur Yves Disiviscour ont démissionné en tant qu'administrateurs de la société avec effet au 22 mai 2013.

Référence de publication: 2013052637/9.

(130064972) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2013.

Kochco International S.A., Société Anonyme.

Siège social: L-2121 Luxembourg, 231, Val des Bons Malades.

R.C.S. Luxembourg B 45.249.

Il résulte du procès-verbal d'une assemblée générale extraordinaire de la société tenue en date du 18 avril 2013 que M. Thierry TRIBOULOT, employé privé, avec adresse professionnelle au 231, Val des Bons Malades, L-2121 Luxembourg, a été nommé à la fonction d'administrateur en remplacement de Mme Geneviève BLAUEN-ARENDT, démissionnaire, avec effet immédiat.

Son mandat viendra à échéance à l'issue de l'Assemblée Générale Ordinaire qui se tiendra en 2016.

Il résulte également d'un procès-verbal d'une réunion du Conseil d'Administration tenue en date du 18 avril 2013 que M. Thierry TRIBOULOT, sus-désigné, a été nommé à la fonction de Président du Conseil d'Administration.

Pour extrait conforme
SG AUDIT SARL

Référence de publication: 2013052758/16.

(130064809) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2013.

LWM, Société Anonyme.

Siège social: L-2370 Howald, 4, rue Peternelchen.

R.C.S. Luxembourg B 69.890.

Extrait des résolutions prises par le conseil d'administration du 25 février 2013

Le conseil d'administration a décidé de re-nommer PricewaterhouseCoopers, 400, route d'Esch, Luxembourg, RCS Luxembourg B 65 477 comme réviseur d'entreprises agréé, leur mandat expirant lors de l'assemblée générale annuelle qui délibérera sur les comptes annuels au 31 décembre 2013.

Pour la société
Un administrateur

Référence de publication: 2013052795/13.

(130064666) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2013.

Lavanda North S.A., Société Anonyme.

Siège social: L-2210 Luxembourg, 38, boulevard Napoléon 1er.

R.C.S. Luxembourg B 167.543.

Il est porté à la connaissance du Registre de Commerce et des Sociétés Luxembourg que le siège social de LAVANDA NORTH S.A. a été transféré avec effet au 25 février 2013 à l'adresse suivante:

L-2210 Luxembourg, 38 boulevard Napoléon 1^{er}

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

Luxembourg, le 28 février 2013.

Pour LAVANDA NORTH S.A.

Référence de publication: 2013052782/13.

(130064631) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2013.

LYXOR Selection Fund, Société d'Investissement à Capital Variable.

Siège social: L-2449 Luxembourg, 16, boulevard Royal.

R.C.S. Luxembourg B 118.801.

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: 2013054161/10.

(130066154) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 avril 2013.

Victoria's Secret International S.à r.l., Société à responsabilité limitée.

Capital social: USD 1.000.000,00.

Siège social: L-2453 Luxembourg, 20, rue Eugène Ruppert.

R.C.S. Luxembourg B 142.819.

Extrait de la résolution prise par l'associé unique de la Société en date du 15 avril 2013

L'associé unique de la Société décide:

1. d'acter la démission de M. Tim Faber, né à Battle Creek, Etats-Unis, le 11 octobre 1961, ayant son adresse professionnelle au 3, Limited Parkway, USA-43230, Columbus, Ohio, en tant que gérant de catégorie A de la Société; et

2. de nommer Mme Kimberly Villena, née à Ohio, Etats-Unis, le 14 janvier 1972, ayant son adresse professionnelle au 3, Limited Parkway, USA-43230, Columbus, Ohio, comme nouveau gérant de catégorie A de la Société, pour une durée indéterminée.

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

Luxembourg, le 22 avril 2013.

Mandataire

Référence de publication: 2013053083/18.

(130064676) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 avril 2013.

RBB Luxembourg, Société à responsabilité limitée.

Capital social: EUR 20.000,00.

Siège social: L-2330 Luxembourg, 124, boulevard de la Pétrusse.

R.C.S. Luxembourg B 175.120.

Extrait du procès-verbal du conseil de gérance de la Société du 27 mars 2013

En date du 27 mars 2013, le conseil de gérance de la Société a décidé de transférer le siège social de la Société, pour le porter du 10 Bd Royal L-2449 Luxembourg, au 124 Bd de la Pétrusse L-2330 Luxembourg, à compter du 24 avril 2013.

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

Luxembourg, le 25 avril 2013.

Pour RBB Luxembourg S.à r.l.

Jean-Baptiste BONNEFOUX

Référence de publication: 2013054293/15.

(130066001) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 avril 2013.

Réseau pour le Travail et la Promotion Humaine, Association sans but lucratif.

Siège social: L-2557 Luxembourg, 16, rue Stümper.

R.C.S. Luxembourg F 2.650.

Extrait du procès-verbal de l'assemblée générale ordinaire tenue au siège social en date du 20 mars 2013

Changement de l'article 2 des statuts.

Le siège de l'association est établi à 16, rue Stümper L-2557 Luxembourg. Il peut être transféré dans une autre localité du Grand-duché par décision de l'assemblée générale

Luxembourg, le 20 mars 2013.

Pour copie conforme

Un mandataire

Référence de publication: 2013054288/14.

(130066065) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 avril 2013.

Reis In S.à r.l., Société à responsabilité limitée.

Siège social: L-1471 Luxembourg, 216, route d'Esch.

R.C.S. Luxembourg B 124.304.

Assemblée générale extraordinaire du 12 mars 2013

Par la présente, les associés de la société Reis In Sàrl ont pris la décision suivante,

- Démission du gérant technique: Monsieur WEI Fan Yan, demeurant à L-5710 Aspelt, 13, rue Pierre d'Aspelt.
- Nomination du gérant technique: Monsieur JIN Jianguang, demeurant à L-5471 Wellenstein, 2, rue de l'Eglise.

Luxembourg, le 12 mars 2013.

Reis In Sàrl

Signature

Référence de publication: 2013054298/14.

(130066298) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 avril 2013.

Triton LuxCo B 15 S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 159.751.

Les comptes annuels au 30 Septembre 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 Triton Luxco B 15 S.à r.l.

Un Mandataire

Référence de publication: 2013054374/11.

(130066170) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 avril 2013.

Taxcontrol International Holding S.A., Société Anonyme.

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

R.C.S. Luxembourg B 67.078.

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: 2013054379/9.

(130066287) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 avril 2013.

Tellis Fis 1, Société Anonyme sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

Siège social: L-5326 Hesperange, 33, rue de Gasperich.

R.C.S. Luxembourg B 160.920.

Les comptes annuels au 31 Décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2013054382/9.

(130065993) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 avril 2013.

e-shelter Frankfurt 3 S.à r.l., Société à responsabilité limitée.

Siège social: L-1212 Luxembourg, 17, rue des Bains.

R.C.S. Luxembourg B 138.942.

Les comptes annuels au 30/09/2012 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: 2013054470/9.

(130067538) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 avril 2013.

wwholding S.A., Société Anonyme.

Siège social: L-1930 Luxembourg, 66, avenue de la Liberté.

R.C.S. Luxembourg B 107.941.

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: 2013054472/9.

(130066987) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 avril 2013.

A.E.R.O. S.A., Société Anonyme.

Siège social: L-3378 Livange, Zone Commerciale Le 2000 - route de Bettembourg.

R.C.S. Luxembourg B 61.081.

Les comptes annuels au 31 août 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: 2013054474/9.

(130067104) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 avril 2013.

Atelier de Précision Félix Zenner S.A., Société Anonyme.

Siège social: L-7526 Mersch, Zone Industrielle.

R.C.S. Luxembourg B 27.277.

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: 2013054524/9.

(130067278) Déposé au registre de commerce et des sociétés de Luxembourg, le 29 avril 2013.
