SERVICE CENTRAL DE LÉGISLATION
LUXEMBOURG

MEMORIAL
Journal Officiel du Grand-Duché de Luxembourg

MEMORIAL
Amtsblatt des Großherzogtums Luxemburg

RECUEIL DES SOCIETES ET ASSOCIATIONS

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

C — N° 2283 **17 septembre 2013**

SOMMAIRE

SERVICE CENTRAL DE LÉGISLATION LUXEMBOURG

WMT Pinnacle Holdings S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 163.137.

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: 2013105497/10.

(130127697) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 juillet 2013.

WP Global Purchase S.A., Société Anonyme.

Siège social: L-8245 Mamer, 9A, rue de la Libération.

R.C.S. Luxembourg B 63.081.

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 24 juillet 2013.

CHOTIN Barbara.

Référence de publication: 2013105500/10.

(130127288) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 juillet 2013.

Zagara Holding S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 170.658.

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: 2013105507/10.

(130127643) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 juillet 2013.

WPP Luxembourg Gamma Two S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 108.483.

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

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

Luxembourg, le 24.07.2013.

Thierry Lenders

Manager

Référence de publication: 2013105502/12.

(130127589) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 juillet 2013.

WPP Luxembourg Holdings Two S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 99.124.

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

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

Luxembourg, le 24.07.2013.

Thierry Lenders

Manager

Référence de publication: 2013105503/12.

(130127598) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 juillet 2013.

WPP Quebec Square S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 144.463.

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

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

Luxembourg, le 25.07.2013.

Thierry Lenders

Manager

Référence de publication: 2013105504/12.

(130127800) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 juillet 2013.

Abe Moussera SPF S.A., Société Anonyme - Société de Gestion de Patrimoine Familial.

Siège social: L-8832 Rombach-Martelange, 31, rue Belle-vue.

R.C.S. Luxembourg B 101.462.

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.

Luxembourg, le 26 juillet 2013.

FIDUCIAIRE FERNAND FABER

Signature

Référence de publication: 2013105594/12.

(130129201) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

Zap Technologie S. à r.l., Société à responsabilité limitée.

Siège social: L-3474 Dudelange, 11, Schwaarze Wee.

R.C.S. Luxembourg B 135.450.

Les comptes annuels au 31 DECEMBRE 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: 2013105509/10.

(130127361) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 juillet 2013.

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3 P Lente Luxembourg S.à r.l., Société à responsabilité limitée.

Capital social: EUR 6.640.000,00.

Siège social: L-1142 Luxembourg, 1A, rue Pierre d'Aspelt.

R.C.S. Luxembourg B 140.764.

Les comptes annuels au 31 mars 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 23 juillet 2013.

Référence de publication: 2013105512/10.

(130127392) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 juillet 2013.

Medit Invest S.A., Société Anonyme.

R.C.S. Luxembourg B 31.846.

Par lettre enregistrée à Luxembourg le 8 juin 1994, Vol 455 fol. 60, case 8, j'ai dénoncé avec effet immédiat le siège, 3, rue du Kiem, Bettange sur Mess, de la société MEDIT INVEST SA, enregistrée au Registre de Commerce et des Sociétés à Luxembourg n° B 31846.

Stéphane VAN CAILLIE.

Référence de publication: 2013105535/10.

(130128396) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 juillet 2013.

SERVICE CENTRAL DE LÉGISLATION
LUXEMBOURG

arsago Affordable Housing III S.C.A., Société en Commandite par Actions.

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

R.C.S. Luxembourg B 162.421.

Le Bilan et l'affectation du résultat 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 18 Juillet 2013.

arsago Affordable Housing III S.C.A.
Représentée par arsago S.à r.l.
Représentée par Jacob Mudde
Manager B

Référence de publication: 2013105550/15.

(130128528) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

Promazur Invest S.A., Société Anonyme.

R.C.S. Luxembourg B 31.850.

Par lettre enregistrée à Luxembourg le 8 juin 1994, Vol 455 fol. 60, case 8, j'ai dénoncé avec effet immédiat le siège, 3, rue du Kiem, Bettange sur Mess, de la société PROMAZUR INVEST SA, enregistrée au Registre de Commerce et des Sociétés à Luxembourg n° B 31850.

Stéphane VAN CAILLIE.

Référence de publication: 2013105538/10.

(130128394) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 juillet 2013.

Agence Immobilière Manuel CARDOSO S.à r.l., Société à responsabilité limitée.

Siège social: L-5850 Howald, 1, rue Sangenberg.

R.C.S. Luxembourg B 50.368.

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.

FIDUCIAIRE ROLAND KOHN S.à.r.l.
259 ROUTE D'ESCH
L-1471 LUXEMBOURG
Signature

Référence de publication: 2013105558/13.

(130129043) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

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

Siège social: L-1331 Luxembourg, 11-13, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 139.895.

Extrait des décisions prises par l'associée unique en date du 16 juillet 2013

- Monsieur Mark VRIJHOEF a démissionné de son mandat de gérant.

- Monsieur Etienne BIREN, administrateur de sociétés, né à Messancy (Belgique), le 28 septembre 1987, demeurant professionnellement à L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte, a été nommé comme gérant pour une durée indéterminée.

Luxembourg, le 25 juillet 2013.

Pour extrait sincère et conforme
Pour Convento III S.à r.l.
Intertrust (Luxembourg) S.A.

Référence de publication: 2013105711/16.

(130128329) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

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

Siège social: L-2535 Luxembourg, 20, boulevard Emmanuel Servais.

R.C.S. Luxembourg B 165.663.

Les comptes Annuels du 16 décembre 2011 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 25 juillet 2013.

Référence de publication: 2013105567/12.

(130128618) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

Albama S.A., Société Anonyme.

Siège social: L-8080 Bertrange, 61, route de Longwy.

R.C.S. Luxembourg B 150.979.

L'Assemblée aborde l'ordre du jour et, après avoir délibéré, prend à l'unanimité les résolutions ci-dessous:

Monsieur CELSO GOMES DOMINGUES, né le 21 février 1978 à Luxembourg, demeurant à 4 Rue de Goetzange, L-8393 Olm, est nommé en date de la présente assemblée comme administrateur de la société, suite à la démission de Monsieur PATRICK ALEXANDRE CUNHA DOS SANTOS, datée du 10 juin 2013.

Bertrange, le 15 juillet 2013.

Référence de publication: 2013105615/12.

(130128549) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

AB Acquisitions Luxco 4 S.à r.l., Société à responsabilité limitée.

Siège social: L-2440 Luxembourg, 59, rue de Rollingergrund.

R.C.S. Luxembourg B 146.217.

Les comptes annuels au 31 mars 2013 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: 2013105588/10.

(130128602) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

Alltec Solution Provider S.A., Société Anonyme.

Siège social: L-2212 Luxembourg, 6, place de Nancy.

R.C.S. Luxembourg B 88.211.

Les comptes annuels au 31 Décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Pour la société
Signature

Référence de publication: 2013105616/11.

(130128416) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

Cyrine, Société à responsabilité limitée.

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

R.C.S. Luxembourg B 170.302.

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: 2013105783/9.

(130128880) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

A.M.P. Grenailles S.A., Société Anonyme.

Siège social: L-1220 Luxembourg, 50, rue de Beggen.

R.C.S. Luxembourg B 35.568.

RECTIFICATIF

Les comptes annuels au 31 décembre 2011 ont été déposés auprès du registre de commerce et des sociétés de Luxembourg sous la référence L130087369.

Ce dépôt est à remplacer par le dépôt suivant:

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

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

Pour A.M.P. GRENAILLES S.A.
Intertrust (Luxembourg) S.A.

Référence de publication: 2013105553/15.

(130129187) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

Abercrombie & Kent Group of Companies S.A., Société Anonyme.

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

R.C.S. Luxembourg B 156.641.

Résolutions circulaires prises par le conseil d'administration de Abercrombie et Kent Group of Companies S.A. (la «Société») le 21 juin 2013

Le Conseil d'administration de la Société PREND ACTE de la démission de M. Robert Ian KAUFFMAN, Administrateur WGT, avec effet immédiat.

La démission de M. Kauffman sera soumise à la ratification des actionnaires à leur prochaine assemblée.

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

Pour et au nom de ABERCROMBIE & KENT GROUP OF COMPANIES S.A.
Mandataire

Référence de publication: 2013105555/15.

(130128727) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

Amandine S.A., Société Anonyme.

Siège social: L-1267 Luxembourg, 15, rue Robert Bruch.

R.C.S. Luxembourg B 147.656.

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.

12, Rue de Bitbourg L-1273 Luxembourg

Référence de publication: 2013105621/10.

(130129025) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

Alternatech S.A., Société Anonyme.

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

R.C.S. Luxembourg B 176.007.

Le Conseil d'Administration a pris note du changement d'adresse du Président du Conseil d'Administration:

- Monsieur Emmanuel DUPUIS, 47, rue de Cessange L-1320 Luxembourg

Pour le Conseil d'Administration
E. DUPUIS / JALYNE S.A.
- / Représentée par J. BONNIER
- / Signature
Administrateur A / Administrateur B

Référence de publication: 2013105618/14.

(130128367) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

SERVICE CENTRAL DE LÉGISLATION LUXEMBOURG

Rénovation Van Kasteren S.à r.l., Société à responsabilité limitée.

Siège social: L-8041 Bertrange, 209, rue des Romains.

R.C.S. Luxembourg B 168.436.

Par la présente, je vous informe démissionner avec effet immédiat de mes fonctions de gérant administratif de la société RENOVATION VAN KASTEREN S.àr.l.

Luxembourg, le 11 décembre 2012.

Josée GOLDSCHMIT.

Référence de publication: 2013105539/10.

(130128036) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 juillet 2013.

Akragas SIF-SICAV, Société d'Investissement à Capital Variable - Fonds d'Investissement Spécialisé.

Siège social: L-1855 Luxembourg, 33A, avenue J.F. Kennedy.

R.C.S. Luxembourg B 161.091.

Extrait de la lettre de résignation du 11 juillet 2013:

A démissionné du Conseil d'Administration avec effet au 11 juillet 2013:

- Mr Reno Maurizio TONELLI, membre du Conseil d'Administration, 5-11, boulevard de la Foire, L-1528 Luxembourg

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

Pour Akragas SIF-SICAV
UBS Fund Services (Luxembourg) S.A
Guillaume André / Sandra Ehlers
Director / Director

Référence de publication: 2013105560/15.

(130128895) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

AB Acquisitions Luxco 1 S.à r.l., Société à responsabilité limitée.

Siège social: L-2440 Luxembourg, 59, rue de Rollingergrund.

R.C.S. Luxembourg B 129.314.

Les comptes annuels au 31 mars 2013 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: 2013105584/10.

(130128304) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

AB Acquisitions Luxco 2 S.à r.l., Société à responsabilité limitée.

Siège social: L-2440 Luxembourg, 59, rue de Rollingergrund.

R.C.S. Luxembourg B 129.467.

Les comptes annuels au 31 mars 2013 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: 2013105585/10.

(130128303) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

C4U2 S.A., Société Anonyme.

Siège social: L-1470 Luxembourg, 25, route d'Esch.

R.C.S. Luxembourg B 111.875.

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: 2013105784/9.

(130128938) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

SERVICE CENTRAL DE LÉGISLATION
LUXEMBOURG

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

Capital social: EUR 352.500,00.

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

R.C.S. Luxembourg B 116.904.

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 25 juillet 2013.

Référence de publication: 2013105582/10.

(130129001) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

AB Acquisitions Luxco 3 S.à r.l., Société à responsabilité limitée.

Siège social: L-2440 Luxembourg, 59, rue de Rollingergrund.

R.C.S. Luxembourg B 129.313.

Les comptes annuels au 31 mars 2013 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: 2013105586/10.

(130128604) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

AB Acquisitions Luxco 5 S.à r.l., Société à responsabilité limitée.

Siège social: L-2440 Luxembourg, 59, rue de Rollingergrund.

R.C.S. Luxembourg B 165.141.

Les comptes annuels au 31 mars 2013 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: 2013105589/10.

(130128601) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

ABN AMRO Multi-Manager Funds, Société d'Investissement à Capital Variable.

Siège social: L-2220 Luxembourg, 562, rue de Neudorf.

R.C.S. Luxembourg B 78.762.

EXTRAIT

Suite à une résolution circulaire datée du 5 juillet 2013, le conseil d'administration de la Société a pris note de la démission de Monsieur Peter Aelbers de son poste d'administrateur avec effet au 30 juin 2013.

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

Luxembourg, le 25 juillet 2013.

Mandataire

Référence de publication: 2013105595/13.

(130128477) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

AQR UCITS Funds, Société d'Investissement à Capital Variable.

Siège social: L-1855 Luxembourg, 49, avenue J.F. Kennedy.

R.C.S. Luxembourg B 165.881.

Les comptes annuels au 31 MARS 2013 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: 2013105634/11.

(130128111) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

SERVICE CENTRAL DE LÉGISLATION
LUXEMBOURG

AB Acquisitions Luxco 5A S.à r.l., Société à responsabilité limitée.

Siège social: L-2440 Luxembourg, 59, rue de Rollingergrund.

R.C.S. Luxembourg B 165.152.

Les comptes annuels au 31 mars 2013 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: 2013105590/10.

(130128600) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

ACLF Co-Invest / Lyondell Sàrl, Société à responsabilité limitée.

Capital social: USD 20.000,00.

Siège social: L-1855 Luxembourg, 44, avenue J.F. Kennedy.

R.C.S. Luxembourg B 144.973.

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 24 juillet 2013.

Référence de publication: 2013105602/10.

(130128527) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

Adonia Participations S.A., Société Anonyme.

Siège social: L-8131 Bridel, 43, rue des Genêts.

R.C.S. Luxembourg B 88.031.

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.

Signature.

Référence de publication: 2013105607/10.

(130128494) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

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

Siège social: L-2310 Luxembourg, 16, avenue Pasteur.

R.C.S. Luxembourg B 166.877.

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 25 juillet 2013.

Référence de publication: 2013105637/11.

(130128387) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

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

Capital social: EUR 671.666,00.

Siège social: L-5365 Munsbach, 9, Parc d'Activité Syrdall.

R.C.S. Luxembourg B 153.285.

Les comptes annuels arrêtés 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 25 juillet 2013.

Signature
Le mandataire

Référence de publication: 2013105704/13.

(130128629) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

SERVICE CENTRAL DE LÉGISLATION LUXEMBOURG

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

Siège social: L-1635 Luxembourg, 87, allée Léopold Goebel.

R.C.S. Luxembourg B 30.010.

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 25 juillet 2013.

Pour compte de AGENOR S.A. SPF
Fiduplan S.A.

Référence de publication: 2013105610/12.

(130128417) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

AR-PA-AN, Société à responsabilité limitée.

Siège social: L-3737 Rumelange, 29, rue Henri Luck.

R.C.S. Luxembourg B 101.548.

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.

L-3737 Rumelange, le 25 juillet 2013.

Monsieur André Bousser
Gérant

Référence de publication: 2013105636/12.

(130128660) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

Agence Muller-Bourgmeyer S.àr.l., Société à responsabilité limitée.

Siège social: L-4888 Lamadelaine, 13, rue Mathias Heinen.

R.C.S. Luxembourg B 95.373.

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.

Echternach, le 25 juillet 2013. Signature.

Référence de publication: 2013105609/10.

(130128246) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

Consortium 2 S.à r.l., Société à responsabilité limitée.

Capital social: EUR 2.395.668,00.

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

R.C.S. Luxembourg B 135.841.

Les comptes consolidés de Consortium 1 S.à r.l. au 31 décembre 2012, en conformité avec l'article 314 de la loi du 10 août 1915 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 25 juillet 2013.

Référence de publication: 2013105710/11.

(130128505) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

Dusseldorf (Bridge) S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 119.092.

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: 2013105795/9.

(130128866) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

SERVICE CENTRAL DE LÉGISLATION LUXEMBOURG

Alma Santa S.à r.l., Société à responsabilité limitée.

Siège social: L-2128 Luxembourg, 22, rue Marie-Adélaide.

R.C.S. Luxembourg B 157.299.

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.

Senningerberg, le 25 juillet 2013.

Référence de publication: 2013105617/10.

(130128169) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

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

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

R.C.S. Luxembourg B 75.064.

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.

Signatures.

Référence de publication: 2013105630/10.

(130128338) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

ATIM Holdings S.à r.l., Société à responsabilité limitée unipersonnelle.

Siège social: L-1855 Luxembourg, 37A, avenue J.F. Kennedy.

R.C.S. Luxembourg B 136.776.

Der Jahresabschluss zum 31. Dezember 2012 wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013105640/10.

(130128771) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

BDG Finance S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 132.268.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Pour BDG Finance S.à r.l.
Intetrust (Luxembourg) S.A.

Référence de publication: 2013105666/11.

(130128507) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

Corn Products Americas Holdings S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 153.234.

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 23 juillet 2013.

TMF Luxembourg S.A.
Signatures
Domiciliataire

Référence de publication: 2013105714/13.

(130128432) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

Corn Products Global Holding S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 153.230.

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 23 juillet 2013.

TMF Luxembourg S.A.
Signatures
Domiciliataire

Référence de publication: 2013105715/13.

(130128444) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

Axis Interim, Société à responsabilité limitée.

Siège social: L-1724 Luxembourg, 49, boulevard du Prince Henri.

R.C.S. Luxembourg B 117.338.

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: 2013105644/11.

(130128579) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

Au Fil du Temps S.à r.l., Société à responsabilité limitée.

Siège social: L-7621 Larochette, 7A, rue du Moulin.

R.C.S. Luxembourg B 145.834.

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.

Echternach, le 25 juillet 2013.

Signature.

Référence de publication: 2013105641/10.

(130128245) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

Babcock & Brown Gardnergass S.à r.l., Société à responsabilité limitée.

Siège social: L-2180 Luxembourg, 6, rue Jean Monnet.

R.C.S. Luxembourg B 127.487.

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

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

Luxembourg, le 26 juillet 2013.

Référence de publication: 2013105648/10.

(130128899) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

BackstageWine S.A., Société Anonyme.

Siège social: L-6235 Beidweiler, 20, rue Eschweiler.

R.C.S. Luxembourg B 152.759.

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: 2013105650/10.

(130128767) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

SERVICE CENTRAL DE LÉGISLATION
LUXEMBOURG

Bath House Holding S.à r.l., Société à responsabilité limitée unipersonnelle.

Capital social: GBP 957.000,00.

Siège social: L-1331 Luxembourg, 21, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 157.807.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Pour Bath House Holding S.à r.l.

Référence de publication: 2013105652/10.

(130129288) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

BlackGold-Société Privée d'Investissements S.A., Société Anonyme.

Siège social: L-1930 Luxembourg, 60, avenue de la Liberté.

R.C.S. Luxembourg B 168.568.

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

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

Luxembourg, le 26 juillet 2013.

Référence de publication: 2013105658/10.

(130129033) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

Bal SA, Société Anonyme.

Siège social: L-2328 Luxembourg, 20, rue des Peupliers.

R.C.S. Luxembourg B 156.543.

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 25 juillet 2013.

Référence de publication: 2013105664/10.

(130129102) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

Corsair Mint Investments S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 169.869.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Pour Corsair Mint Investments S.à r.l.

Intertrust (Luxembourg) S.A.

Référence de publication: 2013105729/11.

(130129265) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

VPC Luxembourg, Société à responsabilité limitée.

Siège social: L-9999 Wemperhardt, 4A, Op der Haart.

R.C.S. Luxembourg B 172.513.

L'an deux mille treize, le dix-sept juillet.

Pardevant Maître Martine SCHAEFFER, notaire de résidence à Luxembourg.

ONT COMPARU:

1) JLP CONSEIL S.A., R.C.S. Luxermbourg B numéro 155.193, avec siège social à L-1930 Luxembourg, 62, Avenue de la Liberté,

ici représentée par son administrateur unique Monsieur Jean-Louis PRIGNON, ci-après qualifié.

2) Monsieur Jean-Louis PRIGNON, gérant, né le 15 septembre 1959 à Büllingen (Belgique), demeurant à B-4219 Wasseiges (Belgique),

agissant en son nom personnel.

SERVICE CENTRAL DE LÉGISLATION LUXEMBOURG

3) Madame Grace GARRAIS, réviseur d'entreprises, née à Paris XIIième, le 30 octobre 1979, demeurant à rue du Vieux Mayeur 16/51, B-4000 Liège,

ici représentée par Monsieur Jean-Louis PRIGNON, préqualifié.

en vertu d'une procuration sous seing privé lui délivrée le 8 juillet 2013.

Lesdites procurations, paraphées ne varietur par le comparant et le notaire instrumentant, resteront annexées au présent acte pour être formalisées avec lui.

Lesquels comparants, ès-qualités qu'ils agissent, ont requis le notaire instrumentaire d'acter ce qui suit:

- Les comparants sont les seuls associés de la société à responsabilité limitée "VPC LUXEMBOURG", R.C.S. Luxembourg B 172 513, constituée suivant acte reçu par le notaire instrumentaire en date du 30 octobre 2012, publié au Mémorial C, Recueil des Sociétés et Associations, N°2930 du 4 décembre 2012.

- Les statuts de ladite Société ont été modifiés suivant acte reçu par le notaire instrumentaire en date du 15 janvier 2013, publié au Mémorial C, Recueil des Sociétés et Associations, N° 684 du 20 mars 2013.

- Le capital social est actuellement fixé à douze mille cinq cents euros (EUR 12.500,-) représenté par cinq cents (500) parts sociales d'une valeur nominale de vingt-cinq euros (EUR 25,-) chacune, toutes intégralement souscrites et entièrement libérées.

Les comparants prennent les décisions suivantes:

Première résolution

Les associés décident de diviser les gérants en deux catégories A et B.

Les gérants actuellement en fonction JLP CONSEIL S.A., Monsieur Jean-Louis PRIGNON, et Madame Grace GARRAIS, sont confirmés pour une durée indéterminée en tant que gérants de catégorie A.

Sont nommés pour une durée indéterminée, en tant que gérants de catégorie B:

1) Monsieur Boudewijn CALLENS, né le 24 janvier 1946 à Gent, Belgique, demeurant à B-2610 Wilrijk, Pastoor De Conincklaan, 51,

2) Monsieur Philip CALLENS, né le 19 octobre 1973 à Borgerhout, Belgique, demeurant à B-2650 Edegem, Ter Tommenstraat, 8.

Les gérants de catégorie A auront le pouvoir de signer valablement, chacun par sa seule signature, tous les actes, alors que les gérants de catégorie B auront, chacun individuellement, seulement le pouvoir de signer les actes relevant de la profession de reviseur d'entreprise agréé.

Deuxième résolution

Suite à la résolution qui précède, l'article 12 des statuts est modifié et aura désormais la teneur suivante:

« **Art. 12.** La Société est gérée par un ou plusieurs gérants. Si plusieurs gérants sont nommés, ils constitueront un conseil de gérance. Le(s) gérants ne sont pas obligatoirement associés. Le(s) gérant(s) sont révocables ad nutum.

Les gérants seront de catégorie A et B.

Dans les rapports avec les tiers, le(s) gérant(s) aura(ont), suivant la catégorie à laquelle ils appartiennent, tous pouvoirs pour agir au nom de la Société et pour effectuer et approuver tous actes et opérations conformément à l'objet social et pourvu que les termes du présent article aient été respectés.

Tous les pouvoirs non expressément réservés à l'assemblée générale des associés par la Loi ou les présents Statuts seront de la compétence du gérant et en cas de pluralité de gérants, du conseil de gérance suivant leur catégorie respective.

La Société sera engagée par la seule signature d'un gérant de catégorie A pour tous les actes, ou par la seule signature d'un gérant de catégorie B pour les actes relevant de la profession de réviseur d'entreprise agréé.

Le gérant, ou en cas de pluralité de gérants, le conseil de gérance, peut subdéléguer une partie de ses pouvoirs pour des tâches spécifiques à un ou plusieurs agents ad hoc.

Le gérant, ou en cas de pluralité de gérants, le conseil de gérance, déterminera les responsabilités et la rémunération (s'il en est) de ces agents, la durée de leurs mandats ainsi que toutes autres conditions de leur mandat.

En cas de pluralité de gérants le conseil de gérance ne sera valablement constitué qu'en cas de majorité de gérants A présents ou représentés et les résolutions du conseil de gérance seront adoptées à la majorité des gérants présents ou représentés.»

DONT ACTE, fait et passé à Luxembourg, date qu'en tête.

Et après lecture faite et interprétation donnée au mandataire des comparants, celui-ci a signé avec Nous notaire la présente minute.

Signé: J.-L. Prignon et M. Schaeffer.

Enregistré à Luxembourg Actes Civils, le 19 juillet 2013. Relation: LAC/2013/33852.

Reçu soixante-quinze euros Eur 75.-

Le Receveur ff. (signé): Carole FRISING.

SERVICE CENTRAL DE LÉGISLATION
LUXEMBOURG

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

Luxembourg, le 29 juillet 2013.

Référence de publication: 2013108553/73.

(130131237) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2013.

C.H. Robinson Luxembourg Sàrl, Société à responsabilité limitée.

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 141.488.

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 22 juillet 2013.

Pour la Société

Signature

Référence de publication: 2013105690/12.

(130128259) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

Carmel Capital Sàrl, Société à responsabilité limitée.

Capital social: USD 6.958.200,00.

Siège social: L-1528 Luxembourg, 1-3, boulevard de la Foire.

R.C.S. Luxembourg B 104.190.

Les comptes annuels arrêtés 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 25 juillet 2013.

Un mandataire

Référence de publication: 2013105695/12.

(130128648) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

Lux Deco Concept Sàrl, Société à responsabilité limitée.

Siège social: L-4940 Bascharage, 124, avenue de Luxembourg.

R.C.S. Luxembourg B 179.071.

STATUTS

L'an deux mille treize, le vingt-quatre juin.

Pardevant Maître Frank MOLITOR, notaire de résidence à Luxembourg.

Ont comparu:

1.- Franco TASCARELLA, peintre, né à Villerupt/Meurthe-et-Moselle (France), le 21 avril 1965, demeurant à F-54190 Villerupt, 23, rue Pouyer Quertier;

2.- Nedzad RAMDEDOVIC, peintre, né à Bar (Montenegro), le 22 mai 1970, demeurant à L-3635 Kayl, 31, rue Altrescht;

3.- Joâo Carlos OLIVEIRA NEVES BASTOS, menuisier, né à Nossa Senhora da Conceiçâo (Mozambique), le 14 avril 1975, demeurant à L-3727 Rumelange, 18, rue Haute.

Les comparants ont requis le notaire de documenter ainsi qu'il suit les statuts d'une société à responsabilité limitée qu'ils déclarent constituer entre eux.

Art. 1 er . La société prend la dénomination de LUX DECO CONCEPT SARL.

Art. 2. Le siège de la société est établi dans la commune de Bascharage.

Art. 3. La société a pour objet l'exploitation d'une entreprise de peinture et rénovation intérieure ainsi que toutes opérations industrielles, commerciales ou financières, mobilières ou immobilières se rattachant directement ou indirectement à son objet social ou qui sont de nature à en faciliter l'extension ou le développement.

Art. 4. La durée de la société est illimitée.

Art. 5. Le capital social est fixé à douze mille cinq cents (12.500.-) euros, représenté par cent (100) parts de cent vingt-cinq (125.-) euros chacune.

Art. 6. Les parts sont librement cessibles entre associés.

Elles ne peuvent être cédées entre vifs ou pour cause de mort à des non-associés que conformément aux dispositions de l'article 189 du texte coordonné de la loi du 10 août 1915 et des lois modificatives.

Art. 7. La société est gérée par un ou plusieurs gérants, associés ou non, choisis par les associés qui fixent la durée de leur mandat et leurs pouvoirs. Ils peuvent être à tout moment révoqués sans indication de motif.

Art. 8. L'année sociale commence le premier janvier et finit le trente et un décembre de chaque année.

Art. 9. Pour tout ce qui n'est pas prévu aux présentes, les parties s'en réfèrent aux dispositions légales.

Disposition transitoire

Le premier exercice social commence le jour de la constitution pour finir le 31 décembre 2013.

Souscription et Libération

Les parts ont été souscrites comme suit:

1.- Franco TASCARELLA, peintre, né à Villerupt/ Meurthe-et-Moselle (France), le 21 avril 1965, demeurant à F-54190 Villerupt, 23, rue Pouyer Quertier, quarante parts	40
2.- Nedzad RAMDEDOVIC, peintre, né à Bar (Montenegro), le 22 mai 1970, demeurant à L-3635 Kayl, 31, rue Altrescht, trente parts	30
3.- João Carlos OLIVEIRA NEVES BASTOS, menuisier, né à Nossa Senhora da Conceiçâo (Mozambique), le 14 avril 1975, demeurant à L-3727 Rumelange, 18, rue Haute, trente parts	30
Total: Cent parts	100

Elles ont été intégralement libérées par des versements en espèces.

Frais

Le montant des frais généralement quelconques incombant à la société en raison de sa constitution s'élève approximativement à huit cent cinquante (850.-) euros.

Assemblée Générale Extraordinaire

Ensuite les associés, représentant l'intégralité du capital social et se considérant comme dûment convoqués, se sont réunis en assemblée générale extraordinaire et à l'unanimité des voix ont pris les résolutions suivantes:

- L'adresse de la société est fixée à L-4940 Bascharage, 124, avenue de Luxembourg.

- Le nombre des gérants est fixé trois (3).

- Sont nommés gérants, pour une durée illimitée:

a) Franco TASCARELLA, peintre, né à Villerupt/Meurthe-et-Moselle (France), le 21 avril 1965, demeurant à F-54190 Villerupt, 23, rue Pouyer Quertier, gérant technique

b) Nedzad RAMDEDOVIC, peintre, né à Bar (Montenegro), le 22 mai 1970, demeurant à L-3635 Kayl, 31, rue Altrescht et João Carlos OLIVEIRA NEVES BASTOS, menuisier, né à Nossa Senhora da Conceiçâo (Mozambique), le 14 avril 1975, demeurant à L-3727 Rumelange, 18, rue Haute, gérants administratifs.

La société est engagée par la signature conjointe du gérant technique et d'un des gérants administratifs.

Déclaration

Les associés déclarent, en application de la loi du 12 novembre 2004, telle qu'elle a été modifiée par la suite, être les bénéficiaires réels de la société faisant l'objet des présentes et certifient que les fonds/biens/droits servant à la libération du capital social ne proviennent pas respectivement que la société ne se livre(ra) pas à des activités constituant une infraction visée aux articles 506-1 du Code Pénal et 8-1 de la loi du 19 février 1973 concernant la vente de substances médicamenteuses et la lutte contre la toxicomanie (blanchiment) ou des actes de terrorisme tels que définis à l'article 135-5 du Code Pénal (financement du terrorisme).

Dont acte, fait et passé à Luxembourg, en l'étude.

Et après information par le notaire aux comparants que la constitution de la présente société ne dispense pas, le cas échéant, la société de l'obligation de demander une autorisation de commerce afin de pouvoir se livrer à l'exercice des activités décrites plus haut sub "objet social" respectivement après lecture faite et interprétation donnée aux comparants, connus du notaire par nom, prénoms usuels, état et demeure, de tout ce qui précède, Ils ont signé le présent acte avec le notaire.

Signé: Tascarella, Ramdedovic, Oliveira Neves Bastos et Molitor.

SERVICE CENTRAL DE LÉGISLATION LUXEMBOURG

Enregistré à LUXEMBOURG A.C., le 1 juillet 2013. Relation LAC/2013/30358. Reçu soixante quinze euros 75.-

Le Receveur ff. (signé): Frising.

Référence de publication: 2013109216/77.

(130132835) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2013.

Silver II GP S.à r.l., Société à responsabilité limitée.

Capital social: USD 20.000,00.

Siège social: L-2227 Luxembourg, 29, avenue de la Porte-Neuve.

R.C.S. Luxembourg B 173.221.

In the year two thousand and thirteen, on the twenty-eighth day of the month of June.

Before Maître Edouard Delosch, notary, residing in Diekirch, Grand Duchy of Luxembourg.

Was held an extraordinary general meeting of the shareholders of Silver II GP S.àr.l. (the "Company"), a société à responsabilité limitée, having its registered office in L-2227 Luxembourg, 29, avenue de la Porte-Neuve, registered with the Register of Commerce and Companies of Luxembourg under number B 173.221, incorporated by deed of the undersigned notary on 30 November 2012, published in the Mémorial, Recueil des Sociétés et Associations (the "Mémorial"), Nr. C-149 of 22 January 2013. The articles of association of the Company have been amended by deed of the undersigned notary on 12 December 2012, published in the Mémorial Nr. C-280 of 5 February 2013.

The meeting was presided over by Me Patrick Santer

,master at laws, professionally residing in Luxembourg.

The chairman appointed as secretary and the meeting elected as scrutineer Me Julien De Mayer, master at laws, professionally residing in Luxembourg.

The chairman declared and requested the notary to state that:

I. The shareholders represented and the number of shares held are shown on the attendance list, signed by the chairman, the secretary, the scrutineer and the undersigned notary.

This list as well as the proxies signed ne varietur will remain attached to this document to be filed with the registration authorities.

II. It appears from the attendance list that the entire corporate capital of the Company is represented at the present meeting and that the shareholders declare having been duly informed of the agenda so that the present meeting is regularly constituted and may validly deliberate on the agenda set out below:

(1) Amendment of article 11 of the articles of association of the Company so as to read as follows:

" **Art. 11. Accounting Year.** The accounting year begins on the first day of the month of January of each year and ends on the last day of the month of December of the same year save for the first accounting year which shall commence on the day of incorporation and end on 31 December 2012."

Sole resolution

The extraordinary general meeting of the shareholders of the Company (the "Meeting") resolved to amend article 11 of the articles of association of the Company so as to read as follows:

" **Art. 11. Accounting Year.** The accounting year begins on the first day of the month of January of each year and ends on the last day of the month of December of the same year save for the first accounting year which shall commence on the day of incorporation and end on 31 December 2012."

There being no further item on the agenda, the Meeting was closed.

Expenses

The costs, expenses, remuneration or charges in any form whatsoever which shall be borne by the Company as a result of the present deed are estimated at one thousand euro (EUR 1,000.-).

The undersigned notary, who understands and speaks English, herewith states that at the request of the appearing persons, these minutes are drafted in English followed by a French translation; at the request of the same appearing persons in case of divergences between the English and French version, the English version will prevail.

Done in Luxembourg on the day before mentioned.

After having been read to the Members of the Bureau, who are known to the notary, by their surname, first name, civil status and residence, the said appearing persons signed together with the notary, the present original deed.

Suit la traduction française du texte qui précède:

L'an deux mille treize, le vingt-huitième jour du mois de juin.

Par-devant Maître Edouard Delosch, notaire de résidence à Diekirch, Grand-Duché de Luxembourg.

S'est tenue une assemblée générale extraordinaire des associés de Silver II GP S.àr.l. (la «Société»), une société à responsabilité limitée ayant son siège social au 29, avenue de la Porte-Neuve, L-2227 Luxembourg, Grand-Duché de Luxembourg, immatriculée auprès du Registre de Commerce et des Sociétés du Luxembourg sous le numéro B 173.221, constituée le 30 novembre 2012 suivant acte reçu du notaire soussigné, publié au Mémorial C, Recueil des Sociétés et Associations (le «Mémorial»), numéro 149 du 22 janvier 2013. Les statuts de la Société ont été modifiés le 12 décembre 2012 suivant acte reçu du notaire soussigné, publié au Mémorial, numéro C-280 du 5 février 2013.

L'assemblée a été présidée par Maître Patrick Santer, maître en droit, demeurant professionnellement à Luxembourg.

Le président a nommé comme secrétaire et l'assemblée a élu comme scrutateur Maître Julien De Mayer, maître en droit, demeurant professionnellement à Luxembourg.

Le président a déclaré et requis le notaire d'acter que:

I. Les associés représentés ainsi que le nombre de parts sociales qu'ils détiennent figurent sur la liste de présence signée par le président, le secrétaire, le scrutateur et le notaire soussigné.

Cette liste ainsi que les procurations signées ne varietur resteront attachées au présent document afin d'être soumises aux formalités de l'enregistrement.

II. Il appert de la liste de présence que la totalité du capital social de la Société est représentée à la présente assemblée et que les associés déclarent avoir été dûment informés de l'ordre du jour, permettant ainsi à la présente assemblée d'être régulièrement constituée et de statuer valablement sur tous les points inscrits à l'ordre du jour énoncé ci-dessous:

(1) Modification de l'article 11 des statuts de la Société afin qu'il ait la teneur suivante:

" **Art. 11. Exercice comptable.** L'exercice comptable commence le premier jour du mois de janvier de chaque année et se termine le dernier jour du mois de décembre de la même année, sauf pour le premier exercice comptable qui commencera le jour de la constitution et se terminera le 31 décembre 2012.»

À la suite de quoi, les associés ont adopté à l'unanimité la résolution suivante:

Résolution unique

L'assemblée générale extraordinaire des associés de la Société (l' «Assemblée») a décidé de modifier l'article 11 des statuts de la Société qui se lira comme suit:

" **Art. 11. Exercice comptable.** L'exercice comptable commence le premier jour du mois de janvier de chaque année et se termine le dernier jour du mois de décembre de la même année, sauf pour le premier exercice comptable qui commencera le jour de la constitution et se terminera le 31 décembre 2012.»

L'ordre du jour ayant été épuisé, l'Assemblée a été clôturée.

Dépenses

Les frais, dépenses, rémunérations ou charges, sous quelque forme que ce soit, qui incomberont à la Société en raison du présent acte sont estimés à mille euros (EUR 1.000,-).

Le notaire soussigné, qui comprend et parle l'anglais, déclare par les présentes qu'à la demande des personnes comparantes, le présent procès-verbal est rédigé en anglais et est suivi d'une traduction en langue française; à la demande des mêmes personnes comparantes, en cas de divergences entre le texte anglais et le texte français, le texte anglais fera foi.

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

Après lecture du présent acte aux Membres du Bureau, qui sont connues du notaire par leur prénom, nom, état civil et résidence, lesdites personnes comparantes et le notaire ont signé le présent acte original.

Signé: P. SANTER, J. DE MAYER, DELOSCH.

Enregistré à Diekirch, le 01 juillet 2013. Relation: DIE/2013/8480. Reçu soixante-quinze (75.-) euros.

Le Receveur (signé): pd. RECKEN.

Pour expédition conforme, délivrée aux fins de la publication au Mémorial C.

Diekirch, le 31 juillet 2013.

Référence de publication: 2013109466/94.

(130132705) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2013.

Winnersh Midco S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 179.057.

STATUTES

In the year two thousand thirteen, on the third day of July.

Before Us, Maître Jean SECKLER, notary residing in Junglinster, Grand Duchy of Luxembourg.

There appeared:

OCM Winnersh Topco S.à r.l., a société à responsabilité limitée existing under the Luxembourg law, having its registered office at 26A, boulevard Royal, L-2449 Luxembourg, in the process of being registered with the Register of Commerce and Companies (R.C.S.) of Luxembourg, and having a share capital of GBP 12,500.-;

represented by Mrs Ekaterina DUBLET, jurist, with professional address in Junglinster, by virtue of a proxy given under private seal.

The said proxy, after having been signed ne varietur by the proxy-holder and the undersigned notary, will remain annexed to the present deed for the purpose of registration.

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

I. Name - Registered office - Object - Duration

Art. 1. Name. There is formed a private limited liability company (société à responsabilité limitée) under the name Winnersh Midco S.à r.l. (hereafter the Company), which will be governed by the laws of Luxembourg, in particular by the law dated 10 th August, 1915, on commercial companies, as amended (hereafter the Law), as well as by the present articles of association (hereafter the Articles).

Art. 2. Registered office.

2.1. The registered office of the Company is established in Luxembourg-City, Grand Duchy of Luxembourg. It may be transferred within the boundaries of the municipality by a resolution of the single manager, or as the case may be, by the board of managers of the Company. The registered office may further be transferred to any other place in the Grand Duchy of Luxembourg by means of a resolution of the single shareholder or the general meeting of shareholders adopted in the manner required for the amendment of the 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 single manager, or as the case may be, the board of managers of the Company. Where the single manager or the board of managers of the Company 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 Company at its registered office, or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these extraordinary circumstances. Such temporary measures shall have no effect on the nationality of the Company, which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg incorporated company.

Art. 3. Object.

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

3.2. The Company may borrow in any form except by way of public offer. It may issue, by way of private placement only, notes, bonds and debentures and any kind of debt and/or equity securities. The Company may lend funds including, without limitation, the proceeds of any borrowings and/or issues of debt or equity securities to its subsidiaries, affiliated companies and/or any other companies. The Company may also give guarantees and pledge, transfer, encumber or otherwise create and grant security over all or over some of its assets to guarantee its own obligations and undertakings and/or obligations and undertakings of any other company, and, generally, for its own benefit and/or the benefit of any other company or person.

3.3. The Company may generally employ any techniques and instruments relating to its investments for the purpose of their efficient management, including techniques and instruments designed to protect the Company against credit, currency exchange, interest rate risks and other risks.

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

Art. 4. Duration.

4.1. The Company is formed for an unlimited period of time.

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

II. Capital - Shares

Art. 5. Capital.

5.1. The Company's corporate capital is fixed at twelve thousand five hundred Pound Sterling (GBP 12,500.-) represented by twelve thousand five hundred (12,500) shares in registered form with a nominal value of one Pound Sterling (GBP 1.-), all subscribed and fully paid-up.

5.2. The share capital of the Company may be increased or reduced in one or several times by a resolution of the single shareholder or, as the case may be, by the general meeting of shareholders, adopted in the manner required for the amendment of the Articles.

Art. 6. Shares.

6.1. Each share entitles the holder to a fraction of the corporate assets and profits of the Company in direct proportion to the number of shares in existence.

6.2. Towards the Company, the Company's shares are indivisible, since only one owner is admitted per share. Joint co-owners have to appoint a sole person as their representative towards the Company.

6.3. Shares are freely transferable among shareholders or, if there is no more than one shareholder, to third parties.

If the Company has more than one shareholder, the transfer of shares to non- shareholders is subject to the prior approval of the general meeting of shareholders representing at least three quarters of the share capital of the Company.

A share transfer will only be binding upon the Company or third parties following a notification to, or acceptance by, the Company in accordance with article 1690 of the Civil Code.

For all other matters, reference is being made to articles 189 and 190 of the Law.

6.4. A shareholders' register will be kept at the registered office of the Company in accordance with the provisions of the Law and may be examined by each shareholder who so requests.

6.5. The Company may redeem its own shares within the limits set forth by the Law.

III. Management - Representation

Art. 7. Board of managers.

7.1. The Company is managed by a board of managers of at least two members appointed by a resolution of the single shareholder or the general meeting of shareholders which sets the term of their office. The manager(s) need not to be shareholder(s).

7.2. The managers may be dismissed at any time ad nutum (without any reason).

Art. 8. Powers of the board of managers.

8.1. All powers not expressly reserved by the Law or the present Articles to the general meeting of shareholders fall within the competence of the single manager or, if the Company is managed by more than one manager, the board of managers, which shall have all powers to carry out and approve all acts and operations consistent with the Company's object.

8.2. Special and limited powers may be delegated for determined matters to one or more agents, either shareholders or not, by the manager, or if there are more than one manager, by the board of managers of the Company or by two managers acting jointly.

Art. 9. Procedure.

9.1. The board of managers shall meet as often as the Company's interests so requires or upon call of any manager at the place indicated in the convening notice.

9.2. Written notice of any meeting of the board of managers shall be given to all managers at least 24 (twenty-four) hours in advance of the date set for such meeting, except in case of emergency, in which case the nature of such circumstances shall be set forth in the convening notice of the meeting of the board of managers.

9.3. No such convening notice is required if all the members of the board of managers of the Company are present or represented at the meeting and if they state to have been duly informed, and to have had full knowledge of the agenda of the meeting. The notice may be waived by the consent in writing, whether in original, by telegram, telex, facsimile or e-mail, of each member of the board of managers of the Company.

9.4. Any manager may act at any meeting of the board of managers by appointing in writing another manager as his proxy.

9.5. The board of managers can validly deliberate and act only if a majority of its members is present or represented. Resolutions of the board of managers are validly taken by the majority of the votes cast. The resolutions of the board of managers will be recorded in minutes signed by all the managers present or represented at the meeting.

9.6. Any manager may participate in any meeting of the board of managers by telephone or video conference call or by any other similar means of communication allowing all the persons taking part in the meeting to 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.

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9.7. In cases of urgency, circular resolutions signed by all the managers shall be valid and binding in the same manner as if passed at a meeting duly convened and held. Such signatures may appear on a single document or on multiple copies of an identical resolution and may be evidenced by letter or facsimile.

Art. 10. Representation. The Company shall be bound towards third parties in all matters by the joint signature of any two managers of the Company or, as the case may be, by the joint or single signatures of any persons to whom such signatory power has been validly delegated in accordance with article 8.2. of these Articles.

Art. 11. Liability of the managers. The managers assume, by reason of their mandate, no personal liability in relation to any commitment validly made by them in the name of the Company, provided such commitment is in compliance with these Articles as well as the applicable provisions of the Law.

IV. General meetings of shareholders

Art. 12. Powers and Voting rights.

12.1. The single shareholder assumes all powers conferred by the Law to the general meeting of shareholders.

12.2. Each shareholder has voting rights commensurate to its shareholding.

12.3. Each shareholder may appoint any person or entity as his attorney pursuant to a written proxy given by letter, telegram, telex, facsimile or e-mail, to represent him at the general meetings of shareholders.

Art. 13. Form - Quorum - Majority.

13.1. If there are not more than twenty-five shareholders, the decisions of the shareholders may be taken by circular resolution, the text of which shall be sent to all the shareholders in writing, whether in original or by telegram, telex, facsimile or e-mail. The shareholders shall cast their vote by signing the circular resolution. The signatures of the shareholders may appear on a single document or on multiple copies of an identical resolution and may be evidenced by letter or facsimile.

13.2. Collective decisions are only validly taken insofar as they are adopted by shareholders owning more than half of the share capital.

13.3. However, resolutions to alter the Articles or to dissolve and liquidate the Company may only be adopted by the majority of the shareholders owning at least three quarters of the Company's share capital.

V. Annual accounts - Allocation of profits

Art. 14. Accounting Year.

14.1. The accounting year of the Company shall begin on the first of January of each year and end on the thirty-first December.

14.2. Each year, with reference to the end of the Company's year, the single manager or, as the case may be, the board of managers must prepare the balance sheet and the profit and loss accounts of the Company as well as an inventory including an indication of the value of the Company's assets and liabilities, with an annex summarising all the Company's commitments and the debts of the managers, the statutory auditor(s) (if any) and shareholders towards the Company.

14.3. Each shareholder may inspect the above inventory and balance sheet at the Company's registered office.

Art. 15. Allocation of Profits.

15.1. The gross profits of the Company stated in the annual accounts, after deduction of general expenses, amortisation and expenses represent the net profit. An amount equal to five per cent (5%) of the net profits of the Company is allocated to the statutory reserve, until this reserve amounts to ten per cent (10%) of the Company's nominal share capital.

15.2. The general meeting of shareholders has discretionary power to dispose of the surplus. It may in particular allocate such profit to the payment of a dividend or transfer it to the reserve or carry it forward.

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

(i) a statement of accounts or an inventory or report is established by the manager or the board of managers of the Company;

(ii) this statement of accounts, inventory or report shows that sufficient funds are available for distribution; it being understood that the amount to be distributed may not exceed realised profits since the end of the last financial year, increased by carried forward profits and distributable reserves but decreased by carried forward losses and sums to be allocated to the statutory reserve;

(iii) the decision to pay interim dividends is taken by the single shareholder or the general meeting of shareholders of the Company;

(iv) assurance has been obtained that the rights of the creditors of the Company are not threatened.

VI. Dissolution - Liquidation

16.1 In the event of a dissolution of the Company, the liquidation will be carried out by one or several liquidators, who do not need to be shareholders, appointed by a resolution of the single shareholder or the general meeting of shareholders which will determine their powers and remuneration. Unless otherwise provided for in the resolution of

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the shareholder(s) or by law, the liquidators shall be invested with the broadest powers for the realisation of the assets and payments of the liabilities of the Company.

16.2 The surplus resulting from the realisation of the assets and the payment of the liabilities of the Company shall be paid to the shareholder or, in the case of a plurality of shareholders, the shareholders in proportion to the shares held by each shareholder in the Company.

VI. General provision

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

Transitory provision

The first accounting year shall begin on the date of this deed and shall end on 31 December 2014.

Subscription - Payment

Thereupon, OCM Winnersh Topco S.a r.l., prenamed and represented as stated above declares to subscribe for twelve thousand five hundred shares in registered form with a nominal value of one Pound Sterling (GBP 1.-) each, and to fully pay them up by way of a contribution in cash amounting to twelve thousand five hundred Pound Sterling (GBP 12,500.-).

The amount of twelve thousand five hundred Pound Sterling (GBP 12,500.-) is at the disposal of the Company, as has been proved to the undersigned notary, who expressly acknowledges it.

Costs

The expenses, costs, fees and charges of any kind whatsoever which will have to be borne by the Company as a result of its incorporation are estimated at approximately one thousand one hundred fifty Euro (EUR 1,150.-).

Resolutions of the sole shareholder

Immediately after the incorporation of the Company, the sole shareholder of the Company, representing the entirety of the subscribed share capital has passed the following resolutions:

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

- Mr. Szymon DEC, company manager, born on July 3, 1978 in Lodz, Poland, residing professionally at 26A, boulevard Royal, L-2449 Luxembourg;
- Mrs. Figen EREN, company manager, born on February 10, 1978 in Besançon, France, residing professionally at 26A, boulevard Royal, L-2449 Luxembourg;
- Mr. Jabir CHAKIB, company manager, born on November 5, 1967 in Casablanca, Morocco, residing professionally at 26A, boulevard Royal, L-2449 Luxembourg;
- Mr. Hugo NEUMAN, company manager, born on October 21, 1960 in Amsterdam, The Netherlands, residing at 16, rue J.B. Fresez, L-1724 Luxembourg;
- Mr. Christopher BOEHRINGER, company manager, born on January 1, 1971 in Forbes, New South Wales, Australia, residing professionally at 27 Knightsbridge, London SW1X 7LY, United Kingdom; and
- Mr. Franck LAVAL, company manager, born on January 9, 1975 in Brive, France, residing professionally at 27 Knightsbridge, London SW1X 7LY, United Kingdom.

2. The registered office of the Company is set at 26A, boulevard Royal, L-2449 Luxembourg.

Declaration

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

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

The document having been read to the proxy-holder, she signed together with the notary the present deed.

Suit la traduction française du texte qui précède:

L'an deux mille treize, le trois juillet.

Par-devant Maître Jean SECKLER, notaire de résidence à Junglinster, Grand-Duché de Luxembourg.

A comparu:

OCM Winnersh Topco S.à r.l., une société à responsabilité limitée de droit luxembourgeois, ayant son siège social au 26A, boulevard Royal, L-2449 Luxembourg, en cours d'immatriculation au Registre de Commerce et des Sociétés de Luxembourg, ayant un capital social de GBP 12.500,-;

représentée par Madame Ekaterina DUBLET, juriste, ayant son adresse professionnelle à Junglinster, en vertu d'une procuration donnée sous seing privé.

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Laquelle procuration restera, après avoir été signées ne varietur par le mandataire et le notaire instrumentant, annexée au présent acte pour les besoins de l'enregistrement.

Lequel comparant, représenté comme indiqué ci-avant, a requis le notaire instrumentant de dresser acte d'une société à responsabilité limitée dont elle a arrêté les statuts comme suit:

I. Dénomination - Siège social - Objet social - Durée

Art. 1 er . Dénomination. Il est établi une société à responsabilité limitée sous la dénomination Winnersh Midco S.à r.l. (ci-après la Société), qui sera régie par les lois du Luxembourg, en particulier par la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée (ci-après la Loi) et par les présents statuts (ci-après les Statuts).

Art. 2. Siège social.

2.1. Le siège social est établi à Luxembourg Ville, Grand-Duché de Luxembourg. Il peut être transféré dans les limites de la commune de Luxembourg par décision du gérant unique, ou, le cas échéant, par le conseil de gérance de la Société. Il peut être transféré en tout autre endroit du Grand-Duché de Luxembourg par résolution de l'associé unique ou de l'assemblée générale des associés délibérant comme en matière de modification des Statuts.

2.2. Il peut être créé par décision du gérant unique ou, le cas échéant, du conseil de gérance, des succursales, filiales ou bureaux tant au Grand-Duché de Luxembourg qu'à l'étranger. Lorsque le gérant unique ou le conseil de gérance estime que des événements extraordinaires d'ordre politique ou militaire se sont produits ou sont imminents, et que ces évènements seraient de nature à compromettre l'activité normale de la Société à son siège social, ou la communication aisée entre le siège social et l'étranger, le siège social pourra être transféré provisoirement à l'étranger, jusqu'à cessation complète de ces circonstances anormales. Ces mesures provisoires n'aura toutefois aucun effet sur la nationalité de la Société qui, en dépit du transfert de son siège social, restera une société luxembourgeoise.

Art. 3. Objet social.

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

3.2 La Société pourra emprunter sous quelque forme que ce soit sauf par voie d'offre publique. Elle peut procéder, uniquement par voie de placement privé, à l'émission de parts sociales et obligations et d'autres titres représentatifs d'emprunts et/ou de créances. La Société pourra prêter des fonds, en ce compris, sans limitation, ceux résultant des emprunts et/ou des émissions d'obligations ou de valeurs, à ses filiales, sociétés affiliées et/ou à toute autre société. La Société pourra aussi donner des garanties et nantir, transférer, grever, ou créer de toute autre manière et accorder des sûretés sur toutes ou partie de ses actifs afin de garantir ses propres obligations et engagements et/ou obligations et engagements de toute autre société, et, de manière générale, en sa faveur et/ou en faveur de toute autre société ou personne.

3.3 La Société peut, d'une manière générale, employer toutes techniques et instruments liés à des investissements en vue d'une gestion efficace, y compris des techniques et instruments destinés à la protéger contre les créanciers, fluctuations monétaires, fluctuations de taux d'intérêt et autres risques.

3.4 La Société pourra accomplir toutes opérations commerciales, financières ou industrielles, ainsi que toutes transactions se rapportant à la propriété immobilière ou mobilière, qui directement ou indirectement favorisent ou se rapportent à la réalisation de son objet social.

4. Durée.

4.1 La Société est constituée pour une durée illimitée.

4.2 La Société ne sera pas dissoute par suite du décès, de l'interdiction, de l'incapacité, de l'insolvabilité, de la faillite ou de tout autre événement similaire affectant un ou plusieurs associés.

II. Capital - Parts sociales

Art. 5. Capital.

5.1. Le capital social de la Société est fixé à douze mille cinq cents livres sterling (GBP 12.500,-), représenté par douze mille cinq cents (12.500) parts sociales sous forme nominative avec une valeur nominale d'une livre sterling (GBP 1,-) chacune, toutes souscrites et entièrement libérées.

5.2. Le capital social de la Société pourra être augmenté ou réduit en une seule ou plusieurs fois par résolution de l'associé unique ou, le cas échéant, de l'assemblée générale des associés délibérant comme en matière de modification des Statuts.

Art. 6. Parts sociales.

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

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

6.3. Les parts sociales sont librement transmissibles entre associés et, en cas d'associé unique, à des tiers.

En cas de pluralité d'associés, la cession de parts sociales à des non-associés n'est possible qu'avec l'agrément donné en assemblée générale des associés représentant au moins les trois quarts du capital social.

La cession de parts sociales n'est opposable à la Société ou aux tiers qu'après qu'elle ait été notifiée à la Société ou acceptée par elle en conformité avec les dispositions de l'article 1690 du Code Civil.

Pour toutes autres questions, il est fait référence aux dispositions des articles 189 et 190 de la Loi.

6.4. Un registre des associés sera tenu au siège social de la Société conformément aux dispositions de la Loi où il pourra être consulté par chaque associé.

6.5. La Société peut procéder au rachat de ses propres parts sociales dans les limites et aux conditions prévues par la Loi.

III. Gestion - Représentation

Art. 7. Conseil de gérance.

7.1 La Société est gérée par un conseil de gérance composé d'au moins deux membres qui seront nommés par résolution de l'associé unique ou de l'assemblée générale des associés, lequel/laquelle fixera la durée de leur mandat. Le(s) gérant(s) ne sont pas nécessairement associé(s).

7.2 Les gérants sont révocables n'importe quand ad nutum.

Art. 8. Pouvoirs du conseil de gérance.

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

8.2. Des pouvoirs spéciaux et limités pour des tâches spécifiques peuvent être délégués à un ou plusieurs agents, associés ou non, par le gérant, ou s'il y a plus de un gérant, par le conseil de gérance de la Société ou par deux gérants agissant conjointement.

Art. 9. Procédure.

9.1. Le conseil de gérance se réunira aussi souvent que l'intérêt de la Société l'exige ou sur convocation d'un des gérants au lieu indiqué dans l'avis de convocation.

9.2. Il sera donné à tous les gérants un avis écrit de toute réunion du conseil de gérance au moins 24 (vingt-quatre) heures avant la date prévue pour la réunion, sauf en cas d'urgence, auquel cas la nature (et les motifs) de cette urgence seront mentionnés brièvement dans l'avis de convocation de la réunion du conseil de gérance.

9.3. La réunion peut être valablement tenue sans convocation préalable si tous les membres du conseil de gérance de la Société sont présents ou représentés lors de la réunion et déclarent avoir été dûment informés de la réunion et de son ordre du jour. Il peut aussi être renoncé à la convocation avec l'accord de chaque membre du conseil de gérance de la Société donné par écrit soit en original, soit par télégramme, télex, téléfax ou courrier électronique.

9.4. Tout gérant pourra se faire représenter aux réunions du conseil de gérance en désignant par écrit un autre gérant comme son mandataire.

9.5. Le conseil de gérance ne pourra délibérer et agir valablement que si la majorité de ses membres sont présents ou représentés. Les décisions du conseil de gérance ne sont prises valablement qu'à la majorité des voix. Les procès-verbaux des réunions du conseil de gérance seront signés par tous les gérants présents ou représentés à la réunion.

9.6. Tout gérant peut participer à la réunion du conseil de gérance par téléphone ou vidéo conférence ou par tout autre moyen de communication similaire, ayant pour effet que toutes les personnes participant à la réunion peuvent s'entendre et se parler. La participation à la réunion par un de ces moyens équivaut à une participation en personne à la réunion.

9.7. En cas d'urgence, les résolutions circulaires signées par tous les gérants seront considérées comme étant valablement adoptées comme si une réunion du conseil de gérance dûment convoquée avait été tenue. Les signatures des gérants peuvent être apposées sur un document unique ou sur plusieurs copies d'une résolution identique, envoyées par lettre ou téléfax.

Art. 10. Représentation. La Société sera engagée, en toutes circonstances, vis-à-vis des tiers par la signature conjointe de deux gérants de la Société, ou, le cas échéant, par les signatures individuelle ou conjointe ou unique de toutes personnes à qui de tels pouvoirs de signature ont été valablement délégués conformément à l'article 8.2. des Statuts.

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Art. 11. Responsabilités des gérants. Les gérants ne contractent à raison de leur fonction aucune obligation personnelle relativement aux engagements régulièrement pris par eux au nom de la Société, dans la mesure où ces engagements sont pris en conformité avec les Statuts et les dispositions de la Loi.

IV. Assemblée générale des associés

Art. 12. Pouvoirs et Droits de vote.

12.1. L'associé unique exerce tous les pouvoirs qui sont attribués par la Loi à l'assemblée générale des associés.

12.2. Chaque associé possède des droits de vote proportionnels au nombre de parts sociales détenues par lui.

12.3. Tout associé pourra se faire représenter aux assemblées générales des associés de la Société en désignant par écrit, soit par lettre, télégramme, télex, téléfax ou courrier électronique une autre personne comme mandataire.

Art. 13. Forme - Quorum - Majorité.

13.1. Lorsque le nombre d'associés n'excède pas vingt-cinq associés, les décisions des associés pourront être prises par résolution circulaire dont le texte sera envoyé à chaque associé par écrit, soit en original, soit par télégramme, télex, téléfax ou courrier électronique. Les associés exprimeront leur vote en signant la résolution circulaire. Les signatures des associés apparaîtront sur un document unique ou sur plusieurs copies d'une résolution identique, envoyées par lettre ou téléfax.

13.2. Les décisions collectives ne sont valablement prises que pour autant qu'elles soient adoptées par des associés détenant plus de la moitié du capital social.

13.3. Toutefois, les résolutions prises pour la modification des Statuts ou pour la dissolution et la liquidation de la Société seront prises à la majorité des voix des associés représentant au moins les trois quarts du capital social de la Société.

V. Comptes annuels - Affectation des bénéfices

Art. 14. Exercice social.

14.1. L'exercice social commence le premier janvier de chaque année et se termine le trente et un décembre.

14.2. Chaque année, à la fin de l'exercice social de la Société, le gérant unique ou, le cas échéant, le conseil de gérance, doit préparer le bilan et les comptes de profits et pertes de la Société, ainsi qu'un inventaire comprenant l'indication des valeurs actives et passives de la Société, avec une annexe résumant tous les engagements de la Société et les dettes des gérants, commissaire(s) aux comptes (si tel est le cas), et associés envers la Société.

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

Art. 15. Affectation des bénéfices.

15.1. Les profits bruts de la Société repris dans les comptes annuels, après déduction des frais généraux, amortissements et charges constituent le bénéfice net. Il sera prélevé cinq pour cent (5%) sur le bénéfice net annuel de la Société qui sera affecté à la réserve légale jusqu'à ce que cette réserve atteigne dix pour cent (10%) du capital social de la Société.

15.2. L'assemblée générale des associés décidera discrétionnairement de l'affectation du solde restant du bénéfice net annuel. Elle pourra en particulier attribuer ce bénéfice au paiement d'un dividende, l'affecter à la réserve ou le reporter.

15.3. Des dividendes intérimaires pourront être distribués à tout moment dans les conditions suivantes:

(i) un état comptable ou un inventaire ou un rapport est dressé par le gérant ou le conseil de gérance de la Société;

(ii) il ressort de cet état comptable, inventaire ou rapport que des fonds suffisants sont disponibles pour la distribution, étant entendu que le montant à distribuer ne peut excéder les bénéfices réalisés depuis la fin du dernier exercice social, augmenté des bénéfices reportés et des réserves distribuables mais diminué des pertes reportées et des sommes à allouer à la réserve légale;

(iii) la décision de payer les dividendes intérimaires est prise par l'associé unique ou l'assemblée générale des associés de la Société;

(iv) le paiement est fait dès lors qu'il est établi que les droits des créanciers de la Société ne sont pas menacés.

VI. Dissolution - Liquidation

16.1. En cas de dissolution de la Société, la liquidation sera assurée par un ou plusieurs liquidateurs, associés ou non, nommés par résolution de l'associé unique ou de l'assemblée générale des associés qui fixera leurs pouvoirs et rémunération. Sauf disposition contraire prévue dans la résolution du (ou des) gérant(s) ou par la loi, les liquidateurs seront investis des pouvoirs les plus étendus pour la réalisation des actifs et le paiement des dettes de la Société.

16.2. Le boni de liquidation résultant de la réalisation des actifs et après paiement des dettes de la Société sera attribué à l'associé unique, ou en cas de pluralité d'associés, aux associés proportionnellement au nombre de parts sociales détenues par chacun d'eux dans la Société.

VI. Disposition générale

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

Disposition transitoire

La première année sociale débutera à la date du présent acte et se terminera au 31 décembre 2014.

Souscription - Libération

Ces faits exposés, OCM Winnersh Topco S.à r.l., prénommée et représentée comme décrit ci-dessus, déclare souscrire à douze mille cinq cents (12.500) Parts Sociales Ordinaires sous forme nominative d'une valeur nominale d'une livre sterling (GBP 1,-) chacune et les libérer entièrement par versement en espèces de douze mille cinq cents livres sterling (GBP 12.500,¬).

La somme de douze mille cinq cents livres sterling (GBP 12.500,-) est à la disposition de la Société, ce qui a été prouvé au notaire instrumentant, qui le reconnaît expressément.

Coûts

Le comparant a évalué le montant des frais, dépenses, rémunérations et charges, sous quelque forme que ce soit, qui incombent à la Société ou qui sont mis à sa charge à raison de sa constitution à environ mille cent cinquante euros (EUR 1.150,-).

Décisions de l'associé unique

Et aussitôt, l'associé unique, représentant l'intégralité du capital social a pris les résolutions suivantes:

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

- Monsieur Szymon DEC, gérant de sociétés, né le 3 juillet 1978 à Lodz, Pologne, ayant son adresse professionnelle au 26A, boulevard Royal, L-2449 Luxembourg;

- Madame Figen EREN, gérante de sociétés, née le 10 février 1978 à Besançon, France, ayant son adresse professionnelle au 26A, boulevard Royal, L-2449 Luxembourg; et

- Monsieur Jabir CHAKIB, gérant de sociétés, né le 5 Novembre 1967 à Casablanca, Maroc, ayant son adresse professionnelle au 26A, boulevard Royal, L-2449 Luxembourg;

- Monsieur Hugo NEUMAN, gérant de sociétés, né le 21 octobre 1960 à Amsterdam, Pays-Bas, demeurant au 16, rue J.B. Fresez, L-1724 Luxembourg;

- Monsieur Christopher BOEHRINGER, gérant de sociétés, né le 1 er janvier 1971 à Forbes, Australie, ayant son adresse professionnelle au 27 Knightsbridge, Londres SW1X 7LY, Royaume-Uni; et

- Mr. Franck LAVAL, gérant de sociétés, né le 9 janvier 1975 à Brive, France, ayant son adresse professionnelle au 27 Knightsbridge, Londres SW1X 7LY, Royaume-Uni.

2. Le siège social de la Société est établi au 26A, boulevard Royal, L-2449 Luxembourg.

Déclaration

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

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

Et après lecture faite et interprétation donnée au mandataire, elle a signé le présent acte avec le notaire.

Signé: Ekaterina DUBLET, Jean SECKLER.

Enregistré à Grevenmacher, le 10 juillet 2013. Relation GRE/2013/2816. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): G. SCHLINK.

Référence de publication: 2013109613/424.

(130132536) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2013.

AQR Lux Funds, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

Siège social: L-1855 Luxembourg, 49, avenue J.F. Kennedy.

R.C.S. Luxembourg B 179.103.

STATUTES

In the year two thousand and thirteen,

on the eighteenth day of July,

Before us Maître Jean-Joseph Wagner, notary, residing in Sanem, Grand Duchy of Luxembourg,

THERE APPEARED:

1. "AQR Lux", a Luxembourg private limited liability company (société à responsabilité limitée), the registration of which with the Luxembourg Register of Trade and Companies (Registre de Commerce et des Sociétés) is pending and

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having its registered office at 49, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, acting as Unlimited Shareholder; and

2. "AQR Capital Management, LLC", a company incorporated under the laws of Delaware, with registered office at Two Greenwich Plaza, Greenwich, Connecticut 06830, USA, acting as Limited Shareholder;

all represented by Mr. Sami Ben Dechiche, juriste, professionally residing in Luxembourg,

by virtue of two (2) proxies given under private seal, which, initialed ne varietur by the proxy holder of the appearing parties and the undersigned notary, will remain annexed to the present deed to be filed at the same time with the registration authorities.

Such appearing parties have requested the notary to draw up the following articles of incorporation of a partnership limited by shares (société en commandite par actions), which they declared to organize among themselves:

Preliminary Title - Definitions

In the Articles of Incorporation, the following terms shall have the respective meaning set out below:

"Administrator"	domiciliary and corporate agent, administrative agent and registrar and transfer agent of the Company in Luxembourg
"Affiliate"	in respect of a Person, any Person directly or indirectly controlling, controlled by, or under control with, such Person
"Article"	an article of the Articles of Incorporation
"Articles of Incorporation"	the present articles of incorporation of the Company, as amended or supplemented from time to time
"Benefit Plan Investor"	any (i) "employee benefit plan" as defined in section 3(3) of ERISA that is subject to Title I of ERISA, (ii) "plan" as defined in and subject to Section 4975 of the Code and (iii) entity whose underlying assets are deemed to include plan assets by reason of such an employee benefit plan's or plan's investment in such entity for the purpose of the Plan Asset Regulation or otherwise for purposes of Section 406 of ERISA or Section 4975 of the Code
"Board"	the board of managers of the General Partner
"Business Day"	any day on which banks are open for business in Luxembourg for the full day
"Category(ies)"	the category(ies) or sub-class(es) in which each Class may be sub-divided as further detailed in the Private Placement Memorandum
"Class(es)"	the class(es) of Ordinary Shares that may be available in each Fund as further detailed in the Private Placement Memorandum
"Cause"	the General Partner's fraud, gross negligence or willful misconduct as determined by a court and resulting in a material economic disadvantage for the Company
"Company"	AQR Lux Funds, a Luxembourg partnership limited by shares (société en commandite par actions) qualifying as an investment company with variable capital – specialized investment fund (société d'investissement à capital variable – fonds d'investissement spécialisé) governed by the SIF Law; for the purpose of the Articles of Incorporation, "Company" shall also mean, where applicable, the General Partner acting on behalf of the Company and, as the case may be, in relation to a particular Fund
"Company Law"	the Luxembourg law of 10 August 1915 relating to commercial companies, as the same may be amended or replaced from time to time
"CSSF"	the Luxembourg supervisory authority for the financial sector, the Commission de Surveillance du Secteur Financier
"Custodian"	such bank or other credit institution within the meaning of the Luxembourg law of 5 April 1993 relating to the financial sector, as amended from time to time, that may be appointed as custodian of the Company
"Cut-Off Time"	the deadline, as specified for each Fund in the Private Placement Memorandum, before which applications for subscription, redemption, or conversion of Shares of any Class and/or Category in any Fund must be received by the Administrator in order to be dealt with in respect to that Dealing Day
"Dealing Day"	in respect of a Fund, a Valuation Day for which the Private Placement Memorandum provides that Ordinary Shares can be issued, redeemed or converted
"ERISA"	the US Employee Retirement Income Security Act of 1974, as amended
"Fund"	any sub-fund of the Company; where the context so requires, the term "Fund" shall mean the General Partner acting on behalf of a particular Fund
"General Partner"	AQR Lux, a Luxembourg private limited liability company (société à responsabilité limitée), in its capacity as general partner (associé gérant commandité) of the Company

"Initial Price"	the subscription price at which the Ordinary Shares of any Class and any Category are offered at the Initial Subscription Day or during the Initial Subscription Period as set out in the Private Placement Memorandum
"Initial Subscription Day or Period	the initial subscription day or initial subscription period during which the Ordinary Shares of any Class and any Category may be issued at the Initial Price as specified for each Class and Category of any Fund in the Private Placement Memorandum
"Investor"	a Well-Informed Investor who has signed an application form for Shares, which has been accepted by the General Partner (for the avoidance of doubt, the term includes, where appropriate, the Shareholders)
"Limited Shareholder"	a holder of an Ordinary Share (action ordinaire de commanditaires), the liability of which is in principle limited to the amount of its investment in a Fund (actionnaire commanditaire)
"LuxGAAP"	Luxembourg generally accepted accounting principles, as the same may be amended from time to time
"Management Share"	the management share (action de gérant commandité) held by the General Partner in the share capital of the Company, in its capacity as Unlimited Shareholder (actionnaire gérant commandité)
"Manager"	a member of the Board
"Net Asset Value"	the net asset value of a given Fund, Class or Category as determined in accordance with Article 11 hereof
"Ordinary Shares"	the ordinary shares (actions ordinaires de commanditaire) held by the Limited Shareholders (actionnaires commanditaires) in the share capital of the Company
"Person"	any individual, corporation, limited liability company, trust, partnership, estate, unincorporated association or other legal entity
"Plan Asset Regulation"	2510.3-101 of the United States Department of Labor Regulations (29 CFR 2510.3-101) as modified by Section 3(42) of ERISA
"Private Placement Memorandum"	the private placement memorandum of the Company, as amended or supplemented from time to time
"Prohibited Person"	any person, firm, partnership or corporate body, if in the sole opinion of the General Partner the holding by such person may be detrimental to the interests of the existing Shareholders or of the Company, if such holding may result in a breach of any law or regulation, whether Luxembourg or otherwise, or if as a result thereof the Company may become exposed to tax or other regulatory disadvantages, fines or penalties that it would not have otherwise incurred; the term "Prohibited Person" includes any person, firm, partnership or corporate body, which does not meet the definition of Well-Informed Investors as described below
"Redemption Price"	the price at which the Shares are redeemed
"Regulated Market"	a regulated securities market which operates regularly and is recognized and open to the public
"Share(s)"	a share of any Class and any Category of any Fund in the capital of the Company. For the avoidance of doubt, reference to "Share(s)" includes references to any Class(es) and/or Category(ies) when reference to specific Class(es) and/or Category(ies) is not required
"Shareholder"	any holder of one or more Shares, i.e. the Limited Shareholders and/or the Unlimited Shareholder as the case may be
"SIF Law"	the Luxembourg law of 13 February 2007 relating to specialized investment funds, as the same may be amended from time to time
"Subscription Price"	the subscription price at which the Ordinary Shares of any Class and any Category are offered on a Dealing Day (including the Initial Subscription Day or, as the case may be, until the end of the Initial Subscription Period), as set out in the Private Placement Memorandum
"Unlimited Shareholder"	the General Partner as holder of the Management Share and unlimited shareholder (actionnaire gérant commandité) of the Company, liable without any limits for any obligations that cannot be met out of the assets of the Company
"U.S."	United States of America, its territories or possessions or areas subject to its jurisdiction
"U.S. Person"	a U.S. citizen or Person resident or incorporated in the U.S. and/or other natural or legal Person the income and/or returns of which, regardless of origin, are subject to U.S. income tax, as well as a Person who is considered to be a U.S. person pursuant to Regulation S of the U.S. Securities Act of 1933 and/or the U.S. Commodity Exchange Act, as these may have been amended from time to time

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"Valuation Day"	the Business Day determined by the General Partner for the calculation of the Net Asset Value per Share of any Class and/or Category of any of the Funds as specified in the Private Placement Memorandum
"Well-Informed Investor"	has the meaning ascribed to it in the SIF Law, and includes: institutional investors; professional investors, being those investors who are, in accordance with Luxembourg laws and regulations, deemed to have the experience, knowledge and expertise to make their own investment decisions and properly assess the risk they incur; and any other well-informed investor who fulfils the following conditions: (i) has declared in writing his adhesion to the status of well-informed investor; and (ii) invests a minimum of EUR 125,000 in the Company or has obtained an assessment from a credit establishment as defined in the directive 2006/48/EC, from an investment firm as defined in directive 2004/39/ EC, or from a management company as defined in directive 2001/107/ EC, certifying his/her expertise, his/her experience and his/her knowledge to appraise in an appropriate manner an investment in the Company

ARTICLES OF INCORPORATION

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

1. Corporate name. There is hereby established among the General Partner in its capacity as Unlimited Shareholder, the Limited Shareholder(s) and all persons who may become owners of the Ordinary Shares, a Luxembourg partnership limited by shares (société en commandite par actions) qualifying as a regulated investment company with variable capital -specialized investment fund (société d'investissement á capital variable -fonds d'investissement spécialisé).

The Company exists under the corporate name of "AQR Lux Funds".

2. Registered office. The registered office of the Company is established in the City of Luxembourg.

The General Partner is authorized to transfer the registered office of the Company within the City of Luxembourg.

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

Should a situation arise or be deemed imminent, whether military, political, economic or social, which would prevent the normal activity at the registered office of the Company, the registered office of the Company may be temporarily transferred abroad until such time as the situation becomes normalized; such temporary measures will not have any effect on the Company's nationality, which, notwithstanding this temporary transfer of the registered office, will remain a Luxembourg Company. The decision as to the transfer abroad of the registered office will be made by the General Partner.

3. Object. The object of the Company is to invest its assets in securities and other instruments permitted by the SIF Law with the purpose of spreading the investment risks and affording its Shareholders the result of the management of its assets.

The Company may take any measures and carry out any transaction, which it may deem useful for the fulfillment and development of its purpose to the largest extent permitted under the SIF Law.

4. Duration. The Company is established for an unlimited period of time. CHAPTER II. - Capital, Shares

5. Share capital - Classes and Categories of ordinary shares. The minimum share capital of the Company shall be, as required by the SIF Law, one million two hundred and fifty thousand Euro (EUR 1,250,000) or the equivalent in another currency. This minimum must be reached within a period of twelve (12) months following the authorization of the Company by the CSSF.

For consolidation purposes, the base currency of the Company is the USD.

The capital of the Company shall be represented by fully paid-up Shares of no par value and shall at all times be equal to its Net Asset Value as defined in Article 11 hereof.

The General Partner may, at any time, establish several pools of assets, each constituting a Fund within the meaning of article 71 of the SIF Law.

The General Partner shall attribute a specific investment objective and policy, specific investment restrictions and a specific denomination to each Fund.

The right of Shareholders and creditors relating to a particular Fund or raised by the incorporation, the operation or the liquidation of a Fund are limited to the assets of such Fund. The assets of a Fund will be answerable exclusively for the rights of the Shareholders relating to this Fund and for those of the creditors whose claim arose in relation to the incorporation, the operation or the liquidation of this Fund. In relations between Shareholders, each Fund will be deemed as a separate entity.

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The General Partner may, at any time, in each Fund, issue different Classes of Ordinary Shares. Each Class may be sub-divided in one or several Category(ies) of Ordinary Shares as more fully described, if applicable, in the Private Placement Memorandum.

Those Classes or Categories of Ordinary Shares will be issued in accordance with the requirements of the SIF Law and the Company Law and shall be disclosed in the Private Placement Memorandum. If multiple Classes or Categories of Ordinary Shares relate to one Fund, the assets attributable to such Classes or Categories, as the case may be, shall be commonly invested pursuant to the specific investment policy of the Fund concerned provided however, that within a Fund, the General Partner is empowered to define Classes or Categories so as to correspond to (i) a specific distribution policy, such as entitling to distributions or not entitling to distributions and/or (ii) a specific sales and redemption charge structure and/or (iii) a specific management or advisory fee structure, and/or (iv) a specific assignment of distribution, shareholder services or other fees and/or (v) the currency or currency unit in which the Class or Category may be quoted and based on the rate of exchange between such currency or currency unit and the reference currency of the relevant Fund and/or (vi) the use of different hedging techniques in order to protect in the reference currency of the relevant Fund the assets and returns quoted in the currency of the relevant Class or Category of Ordinary Shares against long-term movements of their currency of quotation and/or (vii) such other features as may be determined by the General Partner from time to time in compliance with applicable law.

The Ordinary Shares of any Class or Category are referred to as the "Ordinary Shares" and each as an "Ordinary Share" when reference to a specific Class or Category of Ordinary Shares is not required.

The Management Share together with the Ordinary Shares of any Class are referred to as the "Shares" and each as a "Share" when reference to a specific category of Shares is not required.

The share capital of the Company shall be increased or decreased as a result of the issue by the Company of new fully paid-up Shares or the repurchase by the Company of existing Shares from its Shareholders.

6. Form of shares. The Company shall issue fully paid-in Shares of each Fund and each Class in registered form only.

All issued Shares of the Company shall be registered in the register of Shareholders which shall be kept by the Company or by one or more entities designated thereto by the Company and under the Company's responsibility, and such register shall contain the name of each owner of registered Shares, his residence or elected domicile as indicated to the Company, the number and Class of registered Shares held by him.

The inscription of the Shareholder's name in the register of Shareholders evidences his right of ownership of such registered Shares. The Company shall normally not issue certificates for such inscription, but each Shareholder may receive a written confirmation of his shareholding.

The Company shall consider the person in whose name the Ordinary Shares are registered as the full owner of the Shares. Vis-à-vis the Company, the Company's Shares are indivisible, since only one owner is admitted per Share. Joint co-owners have to appoint a sole person as their representative towards the Company. Notwithstanding the above, the Company may decide to issue fractional Shares up to three decimal places. Such fractional Shares shall carry no entitlement to vote but shall entitle the holder to participate in the net assets of the relevant Class on a pro rata basis.

Subject to the provisions of Article 8 hereof, any transfer of registered Ordinary Shares shall be entered into the register of Shareholders; such inscription shall be signed by one or more Managers or officers of the Company or by one or more other persons duly authorized thereto by the General Partner.

Ordinary Shares are freely transferable, subject to the provisions of Article 8 hereof.

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

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

Payments of distributions, if any, will be made to Shareholders in respect of registered Ordinary Shares at their addresses indicated in the register of Shareholders.

7. Issue and Subscription for ordinary shares.

7.1 Issue of Ordinary Shares

The General Partner is authorized at any time without limitation to issue new Ordinary Shares in any Class and/or Category of any Fund at any time without reserving for the existing Limited Shareholders a preemptive right for the Ordinary Shares to be issued.

The General Partner may only issue Ordinary Shares to Well-Informed Investors.

The General Partner may impose restrictions on the frequency at which Ordinary Shares are issued; the General Partner may, in particular, decide that Ordinary Shares in any Fund, Class and/or Category shall only be issued during one or more offering periods or at such other frequency as provided for in the Private Placement Memorandum.

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The General Partner reserves its discretionary right to reject any application either in whole or in part in which event the unused subscription monies will be returned to the applicant without interest and at the risk and cost of the applicant. The General Partner may in particular decide not to accept subscriptions for Ordinary Shares in any Class and/or Category, if by accepting such subscription it would result in, or create a material likelihood that, participation in any Fund by Benefit Plan Investors will be deemed to be "significant" for purposes of the Plan Asset Regulation.

It may also restrict or prevent the ownership of Ordinary Shares by any Prohibited Person as determined by the General Partner or require any prospective investor to provide it with any information that it may consider necessary for the purpose of deciding whether or not such Investor is, or will be a Prohibited Person.

The General Partner may, in the course of its sales activities and at its discretion, cease to issue Shares, refuse subscription applications either in whole or in part and suspend, in compliance with Article 11.2, or limit their sale to individuals or corporate bodies in particular countries or areas, for specific periods or permanently. The General Partner reserves the discretionary right to close any Fund, Class or Category to new subscriptions (for either all and/or new investors) at any time.

Furthermore, the General Partner may impose conditions on the issue of Ordinary Shares in any Fund, Class and/or Category (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 determine a minimum subscription amount and a minimum amount for any additional investment, as well as a minimum holding amount which any Limited Shareholder is required to comply with.

The General Partner may also, in respect of any Fund, Class and/or Category, levy a subscription fee and has the right to waive either partly or entirely this subscription fee. The General Partner may further decide, if provided for in the Private Placement Memorandum, to apply a dilution levy and/or the swing pricing mechanism. Any condition to which the issue of Ordinary Shares may be submitted will be detailed in the Private Placement Memorandum.

The General Partner will fix either an Initial Subscription Day or an Initial Subscription Period during which Ordinary Shares in any Class and Category in any Fund will be issued at an Initial Price plus any applicable fees, commissions and costs, dilution levy and/or application of the swing pricing mechanism, as the case may be, as determined by the General Partner and disclosed in the Private Placement Memorandum.

After the Initial Subscription Day or after the end of the Initial Subscription Period, as the case may be, Ordinary Shares in any Class and/or Category in any Fund are issued on each Dealing Day at the relevant Net Asset Value per Ordinary Share determined in compliance with Article 11 and in accordance with such policy as the General Partner shall from time to time determine (i.e. the Subscription Price). The General Partner may decide to increase the Subscription Price by any fees, commissions and costs, dilution levy and/or application of the swing pricing mechanism, as the case may be, as disclosed in the Private Placement Memorandum.

No Share will be issued during any period when the calculation of the Net Asset Value per Share in the relevant Fund is suspended pursuant to the provisions of Article 11.2. In the event that the determination of the Net Asset Value per Ordinary Share in any Fund is suspended, any pending subscription orders will be carried out on the basis of the Net Asset Value per Ordinary Share of the relevant Fund, Class and/or Category determined on the next following Dealing Day.

If the Fund offers Ordinary Shares after the Initial Subscription Day or the Initial Subscription Period, applications received by the Company or its duly authorized agent(s) before the relevant Cut-Off Time (as defined in the Private Placement Memorandum) on a Dealing Day will be dealt with on that Dealing Day at the Subscription Price of the relevant Class and/or Category of the relevant Fund prevailing on that Dealing Day plus any applicable subscription fee, dilution levy and/or application of the swing pricing mechanism, as the case may be. Any application received after the relevant Cut-Off Time will be processed on the next following Dealing Day on the basis of the Subscription Price per Ordinary Share determined on such Dealing Day plus any applicable subscription fee, dilution levy and/or application of the swing pricing mechanism, as the case may be.

The issue price (be it the Initial Subscription Price or the Subscription Price) must be received before the issue of Shares. The payment will be made under the conditions and within the time limits determined by the General Partner and described in the Private Placement Memorandum and in any case the issue price will be payable no later than the period set out in the Private Placement Memorandum.

The General Partner may delegate to any duly authorized Manager, officer or to any other duly authorized agent the power to accept subscriptions, to receive payment of the price of the Shares to be issued and to deliver them.

The General Partner may agree to issue Ordinary Shares in consideration for a contribution in kind of assets in compliance with the conditions set forth by Luxembourg law. Further provisions may be detailed in the Private Placement Memorandum.

8. Transfer of shares.

8.1 Transfer of Management Share

The transfer restrictions as set forth in Article 8.2 hereof shall not apply to the transfers of the Management Share.

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The Management Share is freely transferable only to an Affiliate of the General Partner, provided that the transferee shall adopt all rights and obligations accruing to the General Partner relating to its position as a holder of the Management Share and provided the transferee is not a physical person.

8.2 Transfer of Ordinary Shares

Unless stipulated otherwise in the Articles of Incorporation, a Limited Shareholder may sell, assign or transfer any of its Ordinary Shares to other Well-Informed Investors subject to the prior written consent of the General Partner, which consent may not be unreasonably withheld. The consent of the General Partner may be reasonably withheld for any reason including those referred to below:

(a) if the transferee does not qualify as a Well-Informed Investor, or is a Prohibited Person;

(b) if the General Partner reasonably considers that the transfer would cause the Company and/or any Fund to be terminated;

(c) if the General Partner reasonably considers that the transfer would violate any other applicable laws or regulations (including, without limitation, the SIF Law) or any term or provision of the Articles of Incorporation and/or of the Private Placement Memorandum;

(d) the transfer, when executed, would cause the relevant Shareholder's investment in a Fund or Class to fall below the applicable minimum holding requirement, if any, as set out for such Fund in the relevant Appendix, unless such threshold is waived by the General Partner in its discretion;

(e) if the General Partner reasonably considers that the transfer would or could adversely affect the Company, any Fund, the General Partner or the Limited Shareholders or subject the Company, any Fund or the General Partner (or any Affiliate thereof) or the Limited Shareholders to any charge or taxation to which it would not otherwise be subject;

(f) if the General Partner reasonably considers the transferee to be a competitor of the Company, the Fund or the General Partner; or

(g) if giving effect to such transfer would result in or create a material likelihood that participation in any Class and/or Category in any Fund by Benefit Plan Investors will be deemed to be "significant" for purposes of the Plan Asset Regulation.

A Shareholder (the "Selling Shareholder") wishing to transfer all of its Ordinary Shares (the "Offered Interest") to another Shareholder or to a bona fide third party offeror (the "Offeror") must give notice of such fact (the "Transfer Notice") to the General Partner by registered letter with return receipt disclosing the identity of the Offeror setting out the details of the Offered Interest. The General Partner shall notify the Selling Shareholder of its decision to accept or refuse the proposed transfer.

9. Redemption of ordinary shares. Unless otherwise provided in respect of a particular Fund in the Private Placement Memorandum, the Funds are of the open-ended type and launched for an unlimited duration, in which case the Ordinary Shares may be redeemed upon request by the Limited Shareholders in accordance with the redemption procedures provided for herein and in the Private Placement Memorandum.

Funds which are of the closed-ended type, as disclosed in the Private Placement Memorandum, will generally be launched for a limited duration and Ordinary Shares may not be redeemed or repurchased at the request of the Limited Shareholders. The Private Placement Memorandum may in respect of such Funds provide for specific exit strategies.

Any holder of Ordinary Shares in a Fund of the open-ended type may request the redemption of all or part of its Ordinary Shares by the Company, under the terms and procedures set forth by the General Partner in the Private Placement Memorandum and these Articles of Incorporation.

In any case, the right of any Limited Shareholder to require the redemption of its Ordinary Shares will be suspended during any period in which the determination of the Net Asset Value of the relevant Fund is suspended by the General Partner pursuant to Article 11.2.

The Redemption Price shall be equal to the Net Asset Value per Share of the relevant Class and/or Category of the relevant Fund on the relevant Valuation Day determined in accordance with the provisions of Article 11 (after payment of any redemption fee or incentive fee or other charges, dilution levy and/or application of the swing pricing mechanism, as the case may be, with respect to the redeemed Shares as specified in the Private Placement Memorandum). The Net Asset Value may indeed be adjusted as the General Partner or its delegate may deem appropriate to reflect, among other considerations, any dealing charges including any dealing spreads, fiscal charges and potential market impact resulting from Limited Shareholders' transactions. Alternatively to the above swing pricing provisions, a dilution levy may be imposed on transactions as specified in the Private Placement Memorandum. Such dilution levy should not exceed a certain percentage of the Net Asset Value determined from time to time by the General Partner and disclosed in the Private Placement Memorandum. This dilution levy will be calculated taking into account the estimated costs, expenses and potential impact on security prices that may be incurred to meet subscription, redemption and conversion requests. A lock-up period, redemption fee, a dilution levy and/or the application of the swing pricing mechanism, as the case may be, may be imposed upon the redeeming Shareholder(s) as specified for each Class and/or Category in each Fund in the Private Placement Memorandum. The relevant Redemption Price may be rounded up or down to the nearest unit of the relevant currency as the General Partner may determine. For the avoidance of doubt, redemption requests received by the Company or its duly authorized agents on a Dealing Day before the relevant Cut-Off Time (as defined in the Private Placement Memorandum) will be dealt with on that Dealing Day at the Redemption Price of the relevant Class and/or

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Category of the relevant Fund on that Dealing Day (after deduction of redemption fee, dilution levy and/or application of the swing pricing mechanism, as the case may be). Any redemption request received after the relevant Cut-Off Time will be processed on the next following Dealing Day at the Redemption Price of the relevant Class and/or Category of the relevant Fund prevailing on such Valuation Day (after deduction of redemption fee, dilution levy and/or application of the swing pricing mechanism, as the case may be).

The Redemption Price shall be paid within a period of time determined by the General Partner and as set out in the Private Placement Memorandum.

Where a Shareholder has acquired Shares on more than one date, they will be redeemed on a "first in, first out" basis.

The General Partner may waive notice requirements or permit redemptions in such other circumstances and under such conditions as it deems appropriate in its sole discretion.

The General Partner may establish free reserves for estimated accrued expenses, liabilities and contingencies (even if such reserves or holdbacks are not otherwise required by generally accepted accounting principles) which could reduce the amount of a distribution upon redemption.

Payment of redemption proceeds may be withheld until all necessary information has been received by the Administrator or any other duly appointed agent of the General Partner.

Payment of the Redemption Price to Shareholders will be made either in cash, in kind or both. Payments in cash will be made in the Reference Currency of the relevant Fund, Class or Category. In addition, payment may also be made in one of the major freely convertible currencies if requested by the Limited Shareholder(s) at the time of giving the redemption instruction with the agreement of the General Partner or its appointed agent. The Custodian will arrange for any necessary currency transaction to convert the redemption monies from the Reference Currency of the relevant Fund, Class or Category at the Investor's cost and risk. Investors are advised that a delay in settlement may occur to allow for such currency conversion.

Payment in kind will be made at the discretion of the General Partner but with the consent of the Limited Shareholder concerned, in compliance with the conditions set forth by Luxembourg law, by allocating to such Limited Shareholder assets of the relevant Fund equal in value (as calculated in the manner described in Article 11), as of the Dealing Day with respect to which the Redemption Price is calculated, to the Net Asset Value of the Ordinary Shares to be redeemed less any applicable redemption fee, dilution levy and/or application of the swing pricing mechanism, as the case may be. The nature and type of assets to be transferred in such case shall be determined on a fair and reasonable basis and without prejudicing the interests of the redeeming Limited Shareholder and/or other Shareholders of the relevant Class(es) and/or Category(ies). The cost of such transfer shall be borne by the transferee.

If as a result of any request for redemption, the number or the aggregate Net Asset Value of the Ordinary Shares held by any Shareholder in any Class, Category and/or Fund would fall below such number or such value as determined by the General Partner and disclosed in the Private Placement Memorandum, the General Partner may decide that this request be treated as a request for redemption for the full balance of such Shareholder's holding of Ordinary Shares in such Class, Category and/or Fund.

However, the General Partner may refuse to process a redemption if giving effect to such redemption would result in or create a material likelihood that participation in any Class and/or Category of a Fund by Benefit Plan Investors will be deemed to be "significant" for purposes of the Plan Asset Regulation. In particular, the General Partner may limit any Limited Shareholder redemption, if such redemption were to create a material likelihood that the assets of any Fund would be considered "plan assets" for purposes of ERISA and the Plan Asset Regulation.

Further, if on any Valuation Day redemption requests pursuant to this Article 9 exceed a certain level determined by the General Partner in relation to the number of Shares in issue of a specific Class, Category and/or Fund, the General Partner may decide that part or all of such requests for redemption will be deferred for a period and in a manner that the General Partner considers to be in the best interests of the relevant Fund as further set out in the Private Placement Memorandum.

A Shareholder may not withdraw its request for redemption of Ordinary Shares except in the event of a suspension of the calculation of the Net Asset Value of the Ordinary Shares to be redeemed in a specific Class or Fund and, in such event, a withdrawal will only be effective if written notification is received by the Company or its duly authorized agents before the termination of the period of suspension. If the request is not so withdrawn, the General Partner shall proceed to redeem the Ordinary Shares on the first Dealing Day following the end of the suspension period on the basis of the Net Asset Value of the Ordinary Shares of the relevant Class or Category of a given Fund determined on such Dealing Day.

If the net assets of the relevant Fund, Class and/or Category on any particular Dealing Day fall at any time below the minimum level determined by the General Partner pursuant to Article 5, the General Partner, at its discretion, may redeem all the Shares then outstanding in the Fund, Class and/or Category. All such Shares will be redeemed at the applicable Redemption Price (after deduction of redemption fee, dilution levy and/or application of the swing pricing mechanism, as the case may be). The General Partner will notify the Shareholders of the relevant Fund, Classes and/or Categories prior to the effective date for the compulsory redemption by sending a notice to the address as recorded in the register of Shareholders. The notice will indicate the reasons for, and the procedures of, the redemption operations.

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The General Partner may at any time compulsorily redeem Ordinary Shares if it discovers at any time that such Ordinary Shares are owned by a Prohibited Person, either alone or in conjunction with any other person, whether directly or indirectly; has reason to believe that (i) continued ownership of Ordinary Shares by such Limited Shareholder will cause the General Partner, the relevant Fund, an investment manager or any Affiliate of an investment manager or the General Partner to be in violation of any applicable law, (ii) any of the representations and warranties made by such Shareholder in connection with the acquisition of Shares were not true when made or has ceased to be true, or (iii) such Limited Shareholder's Ordinary Shares have vested in any other person by reason of the bankruptcy, dissolution, incompetency or death of such Limited Shareholder, subject to giving the relevant Limited Shareholder notice of at five (5) Business Days, and upon redemption, those Ordinary Shares will be cancelled and the relevant Limited Shareholder will cease to be a Limited Shareholder.

In the event of a compulsory redemption, the redemption price will be determined as of the close of business of the relevant Valuation Day or Dealing Day specified by the General Partner in its notice to the Limited Shareholder.

Moreover, if the minimum holding amount in a Class and/or Category in a Fund is not maintained due to a transfer or conversion or redemption of Ordinary Shares, the General Partner may compulsorily redeem the remaining Ordinary Shares at their current Redemption Price (after deduction of redemption fee, dilution levy and/or application of the swing pricing mechanism, as the case may be) and pay the redemption proceeds to the respective Shareholder.

All redeemed Ordinary Shares shall be cancelled.

Any taxes, commissions and other fees incurred in connection with the payment of the redemption proceeds (including those taxes, commissions and fees incurred in any country in which Ordinary Shares are sold) will be charged by way of a reduction to any redemption proceeds to the redeeming Limited Shareholders.

10. Conversion of ordinary shares. Except if otherwise provided for each Fund in the Private Placement Memorandum, the Limited Shareholders are entitled to request the conversion of either the whole or part of their Ordinary Shares in any Class and/or Category of any Fund into another Class and/or Category of the same Fund and/or into a Class and/or Category of any other existing Fund provided that the General Partner may (i) set restrictions, terms and conditions as to the right for and the frequency of conversions between certain Classes, Categories and/or Funds; and (ii) subject them to the payment of such charges and commissions as it shall determine. If the General Partner decides to allow conversions of Ordinary Shares, this possibility shall be mentioned and detailed in the Private Placement Memorandum.

However, the General Partner may refuse to process a conversion if giving effect to such conversion would result in or create a material likelihood that participation in any Class and/or Category of a Fund by Benefit Plan Investors will be deemed to be "significant" for purposes of the Plan Asset Regulation. In particular, the General Partner may limit any Limited Shareholder conversion, if such conversion were to create a material likelihood that the assets of any Fund would be considered "plan assets" for purposes of ERISA and the Plan Asset Regulation.

The right of any Limited Shareholder to require the conversion of its Ordinary Shares may be suspended by the General Partner during any period in which the determination of the Net Asset Value of the relevant Fund has been suspended pursuant to Article 11.2.

The price of the conversion shall be computed by reference to the respective Net Asset Value of the relevant Classes, Categories and/or Funds concerned determined on the same Dealing Day or any other day as determined by the General Partner and in accordance with the provisions of Article 11 and the rules laid down in the Private Placement Memorandum. Conversion fees, a dilution levy and/or the application of the swing pricing mechanism, as the case may be, may be imposed upon the Limited Shareholder(s) asking for the conversion, at the rate provided for in the Private Placement Memorandum.

If as a result of any request for conversion, the aggregate Net Asset Value of the Ordinary Shares held by a Limited Shareholder in any Class and/or Category would fall below such number or such value as determined by the General Partner and disclosed in the Private Placement Memorandum, the General Partner may decide that this request be treated as a request for conversion for the full balance of such Limited Shareholder's holding of Ordinary Shares in such initial Class, initial Category and/or initial Fund.

Moreover, if the minimum holding amount in a Class and/or Category of one given Fund is not maintained due to a conversion of Ordinary Shares, the General Partner may compulsorily convert the remaining Ordinary Shares as per the provisions above.

The Ordinary Shares which have been converted into Ordinary Shares of another Class and/or Category shall be cancelled.

11. Calculation of net asset value per share.

11.1 Calculation

The Net Asset Value per Share of each Fund, Class and/or Category will be expressed in the applicable Reference Currency of the Fund, Class and/or Category, as the case may be, and shall be determined by the Administrator under the supervision of the General Partner on each Valuation Day, but at least once per financial year, in accordance with Luxembourg generally accepted accounting principles (LuxGAAP).

The Net Asset Value per Share in each Fund, Class and/or Category is calculated up to three (3) decimal places. If, since the time of determination of the Net Asset Value per Share in any Fund, Class and/or Category there has been a material change in relation to (i) a substantial part of the assets of the relevant Class or Category of the relevant Fund

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or (ii) the quotations in the markets on which a substantial portion of the investments of the relevant Fund are dealt in or quoted, the General Partner may, in order to safeguard the interests of the Shareholders concerned, cancel the first determination and carry out a second determination of the Net Asset Value per Share in the Fund, Class and/or Category with prudence and in good faith.

In determining the Net Asset Value per Ordinary Share, income and expenditure are treated as accruing daily.

The Net Asset Value per Share in each Fund, Class and/or Category on any Valuation Day is determined by dividing (i) the value of the total assets of that Fund properly allocable to such Class and/or Category less the liabilities of such Fund properly allocable to such Class and/or Category on such Valuation Day, by (ii) the number of Shares in such Class and/or Category then outstanding, in accordance with the valuation rules set forth below and LuxGAAP.

If, however, on any Valuation Day, the aggregate transactions in a Fund, Class and/or Category results in a net increase or decrease of the number of Shares which exceeds a threshold determined by the General Partner (based on the subscription, conversion, redemption and related costs for such Fund, Class and/or Category) and if provided so in the Private Placement Memorandum, the Net Asset Value per Share of such Fund, Class and/or Category may be adjusted by an amount which reflects the estimated fiscal and/or dealing costs which may be incurred by such Fund, Class and/or Category. The adjustment will be an addition when the net movement results in an increase of all Shares of the Fund, Class and/or Category and a deduction when it results in a decrease.

The total net assets of the Company will be equal to the difference between the gross assets and the liabilities of the Company based on accounts prepared in accordance with LuxGAAP.

The Subscription Price and the Redemption Price of the different Classes and/or Category may differ in each Fund as a result of the differing fee structure and/or distribution policy of each Class and/or Category.

The calculation of the Net Asset Value of the Fund shall be made in the following manner:

Assets of the Company

The assets of each Fund shall include:

(a) all debt or equity securities or instruments, shares, units, participations and interests;

(b) all property, real estate assets or property interest owned by the Company, all shareholdings in convertible and other debt securities of real estate companies;

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

(d) all bills and demand notes payable and accounts receivable (including proceeds of securities or any other assets sold but not delivered);

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

(f) all stock dividends, cash dividends and cash payments receivable by the Company to the extent information thereon is reasonably available to the Company or the Custodian;

(g) all interest accrued on any interest-bearing assets owned by the Company except to the extent that the same is included or reflected in the value attributed to such asset;

(h) the formation expenses of the Company, including the cost of issuing and distributing Shares of the Company; and

(i) all other assets of any kind and nature including expenses paid in advance, insofar as the same have not been written off, if applicable.

The value of the Funds' assets shall be determined as follows:

(a) Securities or investment instruments, including options, that are listed on a stock exchange or dealt in on another Regulated Market, are valued at their last sales prices reported on such exchange on the Valuation Day or, if no prices were quoted on such date, at the last reported "bid" price (in the case of a security or investment instrument held long) and the last reported "asked" price (in the case of a security or investment instrument sold short) on the Valuation Day or, if no such prices have been quoted on such date, at the value assigned reasonably and in good faith by General Partner;

(b) Securities or investment instruments that are not listed on a stock exchange or dealt in on another Regulated Market, other than securities or investment instruments that are in the form of put or call options, as well as other non-listed assets will be valued on the basis of the probable net realization value (excluding any deferred taxation) estimated reasonably and in good faith by the General Partner;

(c) With respect to securities or investment instruments sold short, the market value of such securities or investment instruments, as determined in accordance with the above paragraphs, shall be included in the liabilities of the Company;

(d) Securities or investment instruments that are in the form of put or call options, and are not listed on a stock exchange or dealt in on another Regulated Market, are valued at the exercise price plus (in the case of a call) or minus (in the case of a put) the amount by which the underlying security or investment instrument is in or out of the money, except where the General Partner has assigned some other value to such securities or investment instruments;

(e) Premiums received for the writing of options will be included in the assets of the Company and the market value of such options will be included as a liability of the Company;

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(f) Commodity futures are valued based upon the closing quotations reported for the same on the principal board of trade or other contract market in which dealings are made;

(g) Forward currency contracts will be valued based upon quotations from the counterparty which must be verifiable and determined pursuant to consistently applied policies approved by the General Partner;

(h) Commodity options traded on a contract market will be valued at their last sales price on the Valuation Day on the principal contract market on which such options are traded (or, in the event that the Valuation Day is not a day upon which a contract market on which such options are traded was open for trading, on the last prior date on which such contract market was so open) or, if no sales occurred on either of the foregoing dates, at the mean between the "bid" and the "asked" prices on the principal contract market on which such options are traded on the Valuation Day (or, in the event that the Valuation Day is not a date upon which such contract market was open for trading, on the last prior date on which such contract market was open). Premiums received for the writing of commodity options traded on the contract market will be included in the assets of the Company and the market value of such options shall be included as a liability of the Company;

(i) In the case of securities, options, future and forward contracts for which market quotations are either unavailable or appear inaccurate, such securities, options, future and forward contracts will be valued at fair value as determined in good faith using methods approved by the General Partner;

(j) Short-term debt securities with remaining maturities of sixty (60) calendar days or less at the time of purchase are valued at amortized cost; other short-term securities are valued on a mark-to-market basis until such time as they reach a remaining maturity of sixty (60) calendar days, whereupon they are valued using the amortized cost method, taking as cost their market value on the sixty-first (61st) calendar day;

(k) If a net asset value is determined for the units or shares issued by an investment structure (including a UCI) which calculates a net asset value per share or unit, those units or shares will be valued on the basis of the latest net asset value determined according to the provisions of the particular issuing documents of this investment structure or, at their latest unofficial net asset values (i.e. estimates of net asset values which are not generally used for the purposes of subscription and redemption or which may be provided by a pricing source - including an investment manager/sub-investment manager of the investment structure, if any - other than the administrative agent of the investment structure) if more recent than their official net asset values. The net asset value calculated on the basis of unofficial net asset values of investment structures may differ from the net asset value which would have been calculated, on the relevant Valuation Day, on the basis of the official net asset values determined by the administrative agents of the investment structures. However, such net asset value is final and binding notwithstanding any different later determination. In case of the occurrence of an evaluation event that is not reflected in the latest available net asset value of such shares or units issued by such investment structures, the valuation of the shares or units issued by such investment structures may be estimated with prudence and in good faith by the General Partner to take into account this evaluation event. The following events qualify as evaluation events: capital calls, distributions or redemptions effected by the investment structure or one or more of its underlying investments as well as any material events or developments affecting either the underlying investments or the investment structures themselves ("Evaluation Event");

(l) An interest or participation in investment structures (including a UCI) for which no net asset value is determined will be valued at cost as long as no report is available and no Evaluation Event has occurred. If a report regarding the investment structure is available, the interest in the investment structures will be valued on the basis of the latest available report as long as no major Evaluation Event occurred;

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

(n) Interest rate swaps will be valued at their market value established by reference to the applicable interest rates curve. Index and financial instruments related swaps will be valued at their market value established by reference to the applicable index or financial instrument. The valuation of the index or financial instrument related swap agreement shall be based upon the market value of such swap transaction established in good faith pursuant to procedures established by the General Partner.

The General Partner will verify the overall accuracy of the valuations and may, in its discretion, permit some other method of valuation to be used if it considers that such valuation better reflects the fair value of any asset or liability of the Company and/or its Funds in compliance with LuxGAAP. This method will then be applied in a consistent way.

The total Net Asset Value of the Fund is equal to the sum of the net assets of the various Funds translated into USD at the exchange rate prevailing in Luxembourg on the relevant Valuation Day.

Liabilities of the Company

The liabilities of each Fund shall include:

(a) all loans and other indebtedness for borrowed money (including convertible debt), bills and accounts payable;

(b) all accrued interest on such loans and other indebtedness for borrowed money (including accrued fees for commitment for such loans and other indebtedness);

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(c) all accrued or payable expenses;

(d) all known liabilities, present and future, including all matured contractual obligations for payments of money or property, including the amount of any unpaid distributions declared by the Company, where the Valuation Day falls on the record date for determination of the person entitled thereto or is subsequent thereto;

(e) an appropriate provision for future taxes based on capital and income to the Valuation Day, as determined from time to time by the General Partner, and other reserves (if any) authorized and approved by the General Partner, as well as such amount (if any) as the General Partner may consider to be an appropriate allowance in respect of any contingent liabilities of the Company provided that for the avoidance of doubt, on the basis that the assets are held for investment it is not expected that such provision shall include any deferred taxation;

(f) all other liabilities of the Company of whatsoever kind and nature reflected in accordance with generally accepted accounting standards. In determining the amount of such liabilities the General Partner shall take into account all expenses payable by the Company and/or Funds which shall comprise formation expenses, fees, expenses, disbursements and out-of-pocket expenses payable to its investment managers or investment advisors, including performance related fees, fees, expenses, disbursements and out-of-pocket expenses payable to its accountants, custodian and its correspondents, administrative, registrar agents, if any, any paying agent, any distributors and permanent representative in places of registration, as well as any other agent employed by the Company, fees and expenses for legal and auditing services, any fees and expenses involved in registering and maintaining the registration of the Company with any governmental agencies or stock exchanges in the Grand Duchy of Luxembourg and in any other country, licensing fees for the use of the various indexes, reporting and publishing expenses, including the cost of preparing, translating, printing, advertising and distributing copies of the Private Placement Memorandum, explanatory memoranda, the Articles of Incorporation, periodical reports or registration statements, the costs of publishing the net asset value and any information relating to the estimated value of a Fund, the cost of printing certificates, and the costs of any reports to the Shareholders, any self-regulatory organization, regulator or governmental entity of any competent jurisdiction, the cost of convening and holding general meeting of the Shareholders, all taxes, duties, governmental and similar charges, and all operating expenses, including the cost of buying and selling assets, transaction fees, the cost of publishing the issue, conversion and redemption prices, interests, bank charges and brokerage, postage, insurance, telephone and telex. The Company and each of its Funds may accrue administrative and other expenses of a regular or recurring nature based on an estimated amount ratably for yearly or other periods.

The General Partner, in its 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 or liability of the Company. This method will then be applied in a consistent way. The Administrator can rely on such deviations as approved by and under the ultimate responsibility of the General Partner for the purpose of the Net Asset Value calculation.

For the purpose of the above,

(a) Shares to be issued by the Company shall be treated as being in issue as from the time specified by the General Partner on the Valuation Day with respect to which such valuation is made and from such time and until received by the Company the price therefore shall be deemed to be an asset of the Fund;

(b) Shares to be redeemed (if any) shall be treated as existing and taken into account until the date fixed for redemption or conversion, and from such time and until paid by the Company the price therefore shall be deemed to be a liability of the Company;

(c) all investments, cash balances and other assets expressed in currencies other than the USD shall be valued after taking into account the market rate or exchange rates in force at the date and time for determination of the Net Asset Value per Share; and

(d) where on any Valuation Day the Fund has contracted to:

(i) purchase any asset (if the underlying risks and rewards of transaction are transferred), the value of the consideration to be paid for such asset shall be shown as a liability of the Company and the value of the asset to be acquired shall be shown as an asset of the Fund;

(ii) sell any asset (if the underlying risks and rewards of transaction are transferred), the value of the consideration to be received for such asset shall be shown as an asset of the Company and the asset to be delivered by the Company shall not be included in the assets of the Company;

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

For the avoidance of doubt, the provisions of this Article including, in particular, the above paragraph are rules for determining the Net Asset Value per Share of each Class in each Fund and are not intended to affect the treatment for accounting or legal purposes of the assets and liabilities of the Company or any Shares issued by the Company.

11.2 Frequency and Temporary suspension of the calculation of the Net Asset Value per Share

With respect to each Class of Shares (if any) of any Fund, the Net Asset Value per Share shall be calculated from time to time by the Company or any agent appointed thereto by the Company, at least once a year, at a frequency determined by the General Partner and specified in the Private Placement Memorandum.

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The General Partner may suspend the determination of the Net Asset Value of any particular Fund and the issue and redemption of the Shares of any such Class and/or Category in such Fund as well as the conversion from and to Shares of any such Class and/or Category of such Fund:

(a) during any period when any of the principal markets or stock exchanges on which a substantial portion of the investments of any Fund from time to time is quoted, is closed otherwise than for ordinary holidays, or during which dealings thereon are restricted or suspended;

(b) during the existence of any state of affairs which constitutes an emergency as a result of which disposal or valuation of assets owned by any Fund would be impracticable;

(c) during any breakdown in the means of communication normally employed in determining the price or value of any of the investments attributable to any Fund or the current prices or values on any market or stock exchange;

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

(e) during any period when the Company or the Fund concerned is being liquidated or as from the date on which notice is given of a meeting of Shareholders at which a resolution to liquidate the Company or the Fund concerned is proposed;

(f) when for any other reason beyond the control of the General Partner the prices of any investments of a Fund cannot promptly or accurately be ascertained.

Notice of such suspension shall be published, if deemed appropriate by the General Partner.

The suspension of the calculation of the Net asset Value of any particular Fund, Class and/or Category shall have no effect on the determination of the Net Asset Value per Share or on the issue, redemption and conversion of Shares of any Class, Category and/or Fund that is not suspended.

Chapter III. - Management

12. Powers of the general partner. The Company shall be managed by AQR Lux, a Luxembourg private limited liability company (société á responsabilité limitée), in its capacity as Unlimited Shareholder and General Partner (associé gérant commandité) of the Company.

The General Partner will have the broadest powers to administer and manage the Company, to act in the name of the Company in all circumstances and to carry out and approve all acts and operations consistent with the Company's object.

All powers not expressly reserved by law or the present Articles of Incorporation to the general meeting of Shareholders fall within the competence of the General Partner. The Limited Shareholders shall neither participate in nor interfere with the management of the Company.

The General Partner will have the power, in particular, to decide on the investment objectives, policies and restrictions and the course of conduct of the management and business affairs of the Company and the Funds, in compliance with the Articles of Incorporation, the Private Placement Memorandum and the applicable laws and regulations. The General Partner will have the power to enter into administration, investment and advisory agreements and any other contract and undertakings that it may deem necessary, useful or advisable for carrying out the object of the Company.

13. Termination of the general partner. The General Partner may be removed for Cause by means of a resolution of the general meeting of Limited Shareholders adopted as follows:

(a) the quorum shall be a majority of the capital being present or represented. If such quorum requirement is not met, a second general meeting of Shareholders will be called which may validly deliberate, irrespective of the proportion of the share capital represented;

(b) in both meetings, resolutions must be passed by at least two thirds of the votes of the capital present or represented. For the avoidance of doubt, the approval of the General Partner is not required to validly decide on its removal.

In the event of the removal of the General Partner, the general meeting of Shareholders will appoint a new general partner by means of a resolution adopted in the manner required to amend the Articles of Incorporation as described in Article 34 hereof, subject to the prior approval of the CSSF.

Immediately following the appointment of a new general partner, the General Partner will transfer its Management Share in the Fund to the newly appointed general partner. The transfer price shall be equal to the issue price of the Management Share at the time of incorporation of the Company.

14. Representation of the company. The Company will be bound towards third parties by the sole signature of the General Partner represented by the joint signature of any of two Managers or by the signature of any person to whom such power has been delegated by the Board.

No Limited Shareholder shall represent the Company.

15. Liability of the general partner and Limited shareholders. The General Partner shall be liable with the Company for all debts and losses, which cannot be recovered out of the Company's assets.

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The Limited Shareholders shall refrain from acting on behalf of the Company in any manner or capacity whatsoever except when exercising their rights as Shareholders in general meetings of the Shareholders and shall be liable to the extent of their contributions to the Company.

16. Delegation of powers; Agents of the general partner. The General Partner may, at any time, appoint officers or agents of the Company as required for the affairs and management of the Company, provided that the Limited Share-holders cannot act on behalf of the

Company without losing the benefit of their limited liability. The appointed officers or agents shall be entrusted with the powers and duties conferred to them by the General Partner.

The General Partner will determine any such investment advisors', sub-investment advisors', officers' or agents' res-ponsibilities and remuneration (if any), the duration of the period of representation and any other relevant conditions of his agency.

The General Partner may also confer special powers of attorney by notarial or private proxy.

17. Conflict of interest. In the event that the Company is presented with any conflict of interests, such conflict must be fully disclosed to the General Partner.

In the event that a Fund is presented with (i) an investment proposal involving an asset owned (in whole or in part), directly or indirectly, by a Limited Shareholder, the General Partner, a Manager, an investment manager, a sub-investment manager or any Affiliate thereof, or involving any portfolio company whose shares are held by, or which has borrowed funds from any of the aforementioned Persons, (including any managed, advised, or sponsored investment funds), or (ii) any disposition of assets to a Manager, the General Partner, an investment manager or a sub¬investment manager, such Person will fully disclose such conflict of interest to the General Partner who shall inform the Limited Shareholders accordingly.

The Company will enter into all transactions on an arm's length basis. The General Partner will inform the Limited Shareholders of any business activities in which the General Partner, an investment manager, a sub-investment manager or any Affiliate thereof are involved and which could create an opportunity for conflicts of interest to arise in relation to the Company's investment activity and of any proposed investments in which any Investor has a vested interest.

The General Partner, an investment manager, a sub-investment manager or any of their Affiliates may engage in various business activities other than the Fund's and/or an investment manager's business and/or a sub-investment manager's business, including providing consulting and other services (including, without limitation, serving as director and/or ma-nager) to a variety of partnerships, corporations and other entities, not excluding those in which the Company invests. However, they will devote the time and effort necessary and appropriate to the business of the Company. Moreover, any such services shall be provided at prevailing market rates for like services under a professional service agreement (which shall include fee ranges) and a project specific contract.

For the avoidance of doubt, no contract or other transaction between the Company and any other company or firm shall be affected or invalidated by the fact that any one or more of the General Partner or the Managers is interested in, or is a director, manager, associate, officer or employee of such other company or firm. Any of the General Partner or the Managers who serves as a director, manager, officer or employee of any company or firm with which the Company shall contract or otherwise engage in business shall not, by reason of such affiliation with such other company or firm, be prevented from considering and voting or acting upon any matters with respect to such contract or other business.

Chapter IV. - General meeting of shareholders

18. Powers of the general meeting of shareholders. Any regularly constituted meeting of Shareholders of the Company shall represent the entire body of Shareholders of the Company. The general meeting of the Shareholders shall deliberate only on the matters which are not reserved to the General Partner by the Articles of Incorporation or by law.

19. Annual general meeting. The annual general meeting of the Shareholders will be held at the registered office of the Company or at any other location in the City of Luxembourg, at a place specified in the notice convening the meeting, on the third Wednesday of July each year at 1 p.m. (Luxembourg time). If such day is not a Business Day, the meeting will be held on the next following Business Day.

20. Other general meetings. The General Partner may convene other general meetings of the Shareholders. The General Partner shall be obliged to convene a general meeting so that it is held within a period of one month if Shareholders representing one-tenth (1/10) of the share capital of the Company require in writing with an indication of the agenda.

Such other general meetings will be held at such places and times as may be specified in the respective notices convening the meeting.

21. Convening notice. A general meeting of Shareholders is convened by the General Partner in compliance with Luxembourg law.

As all Shares are in registered form, convening notices may be mailed by registered mail to the Shareholders, at their registered address at least eight (8) calendar days prior to the date of the meeting. Such notice will indicate the time and place of such meeting and the conditions of admission thereto, will contain the agenda and will refer to the requirements of Luxembourg law with regard to the necessary quorum and majorities at such meeting.

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If all the Shareholders are present or represented at a general meeting of the Shareholders and if they state that they have been informed of the agenda of the meeting, the Shareholders can waive all convening requirements and formalities.

22. Presence, Representation. All Shareholders are entitled to attend and speak at all general meetings of the Shareholders.

A Shareholder may act at any general meeting of the Shareholders by appointing in writing or by telefax, cable, telegram, telex or e-mail as his proxy another person who need not be a Shareholder himself.

Are deemed to be present, for the quorum and the majority requirements, the Shareholders participating in the general meeting of Shareholders by videoconference, conference call or by other means of telecommunication allowing for their identification. These means must comply with technical features guaranteeing an effective participation to the meeting whereof the deliberations are retransmitted in a continuing way.

23. Proceedings. General meetings of the Shareholders shall be chaired by the General Partner or by a person designated by the General Partner.

The chairman of any general meeting of the Shareholders shall appoint a secretary.

Each general meeting of the Shareholders shall elect one scrutineer to be chosen from the Shareholders present or represented.

The above-described persons in this Article 23 together form the office of the general meeting of the Shareholders.

24. Vote. Each Share entitles the holder thereof to one vote.

Unless otherwise provided by law or by the Articles of Incorporation, all resolutions of the general meeting of the Shareholders shall be taken by simple majority of votes of the capital present or represented, regardless of the proportion of the capital represented.

In accordance with the Articles of Incorporation and as far as permitted by the Company Law, any decision of the general meeting of Shareholders will require the prior approval of the General Partner in order to be validly taken.

25. Minutes. The minutes of each general meeting of the Shareholders shall be signed by the chairman of the meeting, the secretary and the scrutineer.

Copies or extracts of these minutes to be produced in judicial proceedings or otherwise shall be signed by the General Partner.

26. General meetings of shareholders of a fund, Class or category. The Shareholders of a Fund, Class or Category issued in respect of any Fund may hold, at any time, general meetings to decide on any matters, which relate exclusively to such Fund, Class or Category.

The provisions set out in Articles 21 to 25 as well as in the Company Law shall apply to such general meetings.

Unless otherwise provided for by law or herein, resolutions of a general meeting of Shareholders of a Fund, Class or Category are passed by a simple majority vote of the capital present or represented.

Chapter V. - Financial year, Distribution of profits

27. Financial year. The Company's financial year begins on the 1 st of April and closes on the 31 st of March of each year.

28. Auditors. The accounting data related in the annual reports of the Company shall be examined by one or several authorized independent auditors (réviseur d'entreprises agréé) appointed by the general meeting of Shareholders which shall be remunerated by the Company.

29. Distribution. The General Partner may, at any time and in its sole discretion, decide to create specific Classes and/or Categories of Ordinary Shares that are either distributing or accumulating.

The part of the year's net income corresponding to accumulation Shares will be capitalized in the relevant Fund, Class or Category for the benefit of the accumulating Shares.

For any distributing Shares, the general meeting of Shareholders of the relevant Fund, Class and/or Category shall, upon proposal from the General Partner and within the limits provided by Luxembourg law, decide whether and to what extent distributions are to be paid out of the Fund's assets and may from time to time declare, or authorize the General Partner to declare distributions.

For any Shares entitled to distributions, the General Partner may furthermore decide to pay interim dividends in compliance with applicable law.

Distributions may only be made if the net assets of the Fund do not fall below the minimum set forth by law (i.e. currently EUR 1,250,000.-) or any the equivalent amount in another currency.

Distributions will be made in cash. However, the General Partner is authorized, subject to the prior consent of the relevant Limited Shareholder(s), to make in-kind distributions/payments of assets out of the relevant Fund.

Payments of distributions to Shareholders shall be made at their respective addresses specified in the register of Shareholders. Distributions will be declared in the Reference Currency of each Fund, Class or Category. No interest shall be paid on a dividend declared by the General Company and kept by it at the disposal of its beneficiary.

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All distributions will be made net of any income, withholding and similar taxes payable by the Company, including, for example, any withholding taxes on interest or dividends received by the Fund.

Distributions unclaimed for five (5) years after their declaration will be forfeited and revert to the relevant Fund, Class or Category.

Further distribution rules applicable to each Fund may be made in the Private Placement Memorandum.

Chapter VI - Dissolution, Liquidation

30. Dissolution.

30.1 Dissolution, insolvency, legal incapacity or inability to act of the General Partner

The Company shall not be dissolved in the event of the General Partner's legal incapacity, dissolution, resignation, retirement, insolvency or bankruptcy or for any other reason provided under applicable law where it is impossible for the General Partner to act, it being understood for the avoidance of doubt that the transfer of its Management Share by the General Partner will not lead to the dissolution of the Company.

In the event of legal incapacity or inability to act of the General Partner as mentioned under the preceding paragraph, the general meeting of Shareholders will appoint a new general partner in accordance with the procedure outlined in Article 13, subject to the prior approval of the CSSF.

30.2 Voluntary dissolution

At the proposal of the General Partner and unless otherwise provided by law and the Articles of Incorporation, the Company may be dissolved by a resolution of the Shareholders adopted in the manner required to amend the Articles of Incorporation, as provided for in Article 34 hereof.

In particular, the General Partner shall submit to the general meeting of Shareholders the dissolution of the Company when all investments of the Company will have been disposed of and all net proceeds from such disposals will have been distributed in accordance with the provisions of the Private Placement Memorandum.

Whenever the share capital falls below two-thirds (2/3) of the minimum capital indicated in Article 5 hereof, the question of the dissolution of the Company shall be referred to the general meeting of Shareholders by the General Partner. The general meeting, for which no quorum shall be required, shall decide by simple majority of the votes of the Shares represented at the meeting.

The question of the dissolution of the Company shall further be referred to the general meeting of Shareholders whenever the share capital falls below one-fourth (1/4) of the minimum capital. In such an event, the general meeting shall be held without any quorum requirements and the dissolution may be decided by Shareholders holding one-fourth (1/4) of the votes of the Shares represented at the meeting.

The meeting must be convened so that it is held within a period of forty (40) days from when it is ascertained that the net assets of the Company have fallen below two-thirds (2/3) or one-fourth (1/4) of the legal minimum as the case may be.

In case of voluntary dissolution, and subject to the prior approval of the CSSF, the General Partner will act as liquidator of the Company.

31. Liquidation

In the event of the dissolution of the Company further to any insolvency proceedings, the liquidation will be carried out by one or more liquidators (who may be physical persons or legal entities) appointed by the Shareholders who will determine their powers and their compensation. Such liquidators must be approved by the CSSF and must provide all guarantees of honorability and professional skills.

After payment of all the debts of and charges against the Company and of the expenses of liquidation, the net assets shall be distributed to the Shareholders pro rata to the number of the Ordinary Shares held by them.

32. Termination, Division and Amalgamation of funds, Classes or categories.

32.1 Termination of a Fund, Class or Category

In the event that for any reason the value of the net assets of any Fund, Class and/or Category has decreased to, or has not reached, an amount determined by the General Partner to be the minimum level for such Fund, Class and/or Category to be operated in an economically efficient manner, or in case of a substantial modification in the political, economic or monetary situation relating to such Fund, Class and/or Category would have material adverse consequences on the investments of that Fund, Class and/or Category, or as a matter of economic rationalization, the General Partner may decide to compulsory redeem all the Shares of the relevant Fund, Class and/or Category at their Net Asset Value (taking into account actual realization prices of investments and realization expenses) as calculated on the Valuation Day at which such decision shall take effect.

The Company shall serve a notice to the Shareholders of the relevant Fund, Class and/or Category prior to the effective date for the compulsory redemption, which will set forth the reasons for, and the procedure of, the redemption operations. Registered Shareholders shall be notified in writing.

Any request for subscription shall be suspended as from the moment of the announcement of the termination, the merger or the transfer of the relevant Fund, Class and/or Category.

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Notwithstanding the powers conferred to the General Partner by the preceding paragraphs, the general meeting of Shareholders of any Fund, Class and/or Category may, upon proposal from the General Partner, resolve to redeem all the Shares of the relevant Fund, Class and/or Category and to refund to the Shareholders the Net Asset Value of their Shares (taking into account actual realization prices of investments and realization expenses) determined with respect to the Valuation Day on which such decision shall take effect. There shall be no quorum requirements for such general meeting of Shareholders, which shall resolve at the simple majority of the capital present and represented.

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

All redeemed Shares shall be cancelled by the Company.

32.2 Amalgamation, Division or Transfer of Funds, Classes and/or Categories

Under the same circumstances as provided above in Article 32.1, the General Partner may decide to allocate the assets of any Fund, Class and/or Category to those of another existing Fund, Class and/or Category within the Company or to another Luxembourg undertaking for collective investment or to another Fund, Class and/or Category within such other Luxembourg undertaking for collective investment (the "new Fund") and to re-designate the Shares of the relevant Fund, Class and/or Category as Shares of another Fund, Class and/or Category (following a split or consolidation, if necessary, and the payment of the amount corresponding to any fractional entitlement to Shareholders). Such decision will be published in the same manner as described above in the Article 32.1 (and, in addition, the publication will contain information in relation to the new Fund), one month before the date on which the amalgamation becomes effective in order to enable Shareholders to request redemption of their Shares, free of charge, during such period.

Under the same circumstances as provided above in Article 32.1, the General Partner may decide to reorganize a Fund, Class and/or Category by means of a division into two or more Funds, Classes and/or Categories. Such decision will be published in the same manner as in Article 32.1 (and, in addition, the publication will contain information about the two or more new Funds) one month before the date on which the division becomes effective, in order to enable the Shareholders to request redemption or conversion of their Shares free of charge during such period.

Notwithstanding the powers conferred to the General Partner by the preceding paragraphs, such a reorganization of a Fund, Class and/or Category within the Company (by way of an amalgamation or division) may be decided upon by a general meeting of the Shareholders of the relevant Fund, Class and/or Category. There shall be no quorum requirements for such general meeting and it will decide upon such an amalgamation or division by resolution taken at the simple majority of the capital present or represented.

A contribution of the assets and of the liabilities distributable to any Fund, and/or Class to another undertaking for collective investment referred to in the first paragraph of this Article to another Fund, Class and/or Category within such other undertaking for collective investment shall, require a resolution of the Shareholders of the Fund, Class and/or Category concerned, taken with a fifty (50%) quorum requirement of the capital and adopted at a two-thirds (2/3) majority of the capital present or represented at such meeting, except when such an amalgamation is to be implemented with a Luxembourg undertaking for collective investment of the contractual type (fonds commun de placement) or a foreign based undertaking for collective investment, in which case resolutions shall be binding only upon such Shareholders who will have voted in favor of such amalgamation.

Chapter VII - Final provisions

33. Custodian. The Company shall enter into a custody agreement with a banking or saving institution as defined by the Luxembourg law of 5 April 1993 on the financial sector, as amended from time to time.

The Custodian shall fulfill the duties and responsibilities as provided for by the SIF Law.

If the Custodian desires to withdraw, the General Partner shall use its best endeavors to find a successor custodian and will appoint it in replacement of the withdrawing Custodian. The General Partner may terminate the appointment of the Custodian but shall not remove the Custodian unless and until a successor custodian shall have been appointed to act in the place thereof. In both the case of voluntary withdrawal of the Custodian or of its removal by the General Partner, the Custodian, until it is replaced, which must happen within two (2) months, shall take all necessary steps for the good preservation of the interests of the investors.

34. Amendments of the articles of incorporation. Unless otherwise provided by the present Articles of Incorporation and as far as permitted by the Company Law, at any general meeting of the Shareholders convened in accordance with the law to amend the Articles of Incorporation or to resolve issues for which the law or the Articles of Incorporation refers to the conditions set forth for the amendment of the Articles of Incorporation, the quorum shall be at least one half (1/2) of the capital being present or represented. If such quorum requirement is not met, a second general meeting of Shareholders will be called which may validly deliberate, irrespective of the portion of the capital represented.

In both meetings, resolutions must be passed by at least two-thirds (2/3) of the votes of the capital present or represented. In accordance with the Articles of Incorporation and the Company Law, any amendment to the Articles of Incorporation by the general meeting of Shareholders will require the prior approval of the General Partner in order to be validly taken.

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35. Indemnification. As far as permitted by Luxembourg law, neither the General Partner, nor any investment manager or any sub-investment manager, nor any of their Affiliates, shareholders, officers, directors, agents and representatives (collectively, the "Indemnified Parties") shall have any liability, responsibility or accountability in damages or otherwise to the Company or any Shareholder, and the Company agrees to indemnify, pay, protect and hold harmless each Indemnified Party from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, all reasonable costs and expenses of attorneys, defense, appeal and settlement of any and all suits, actions or proceedings instituted or threatened against the Indemnified Parties or the Company) and all costs of investigation in connection therewith which may be imposed on, incurred by, or asserted against the Indemnified Parties, the Company or in any way relating to or arising out of, or alleged to relate to or arise out of, any action or inaction on the part of the Company, on the part of the Indemnified Parties when acting on behalf of the Company or on the part of any agents when acting on behalf of the Company; provided that the General Partner in its capacity as Unlimited Shareholder of the Company shall be liable, responsible and accountable for and shall indemnify, pay, protect and hold harmless the Company from and against, and the Company shall not be liable to the General Partner for, any portion of such liabilities, obligations, losses, damages, penalties, actions, judgments, suits, proceedings, costs, expenses or disbursements of any kind or nature whatsoever (including, without limitation, all reasonable costs and expenses of attorneys, defense, appeal and settlement of any and all suits, actions or proceedings instituted or threatened against the Company and all costs of investigation in connection, therewith asserted against the Company) which result from the General Partner's fraud, gross negligence, willful misconduct or material breach of the Private Placement Memorandum and the Articles of Incorporation.

In any action, suit or proceeding against the Company, or any Indemnified Party relating to or arising, or alleged to relate to or arise, out of any such action or non-action, the Indemnified Parties shall have the right to jointly employ, at the expense of the Company, counsel of the Indemnified Parties' choice, which counsel shall be reasonably satisfactory to the Company, in such action, suit or proceeding. If joint counsel is so retained, an Indemnified Party may nonetheless employ separate counsel, but at such Indemnified Party's own expense.

If an Indemnified Party is determined to have committed a fraud, gross negligence or willful misconduct, it will then have to reimburse all the expenses paid by the Company on its behalf under the preceding paragraph.

Each Investor agrees to indemnify and hold harmless the Company and the General Partner from and against all losses, liabilities, actions, proceedings, claims, costs, charges, expenses or damages incurred or sustained by the Company or the General Partner due to or arising out of (a) a breach of, or any inaccuracy in, representations, declarations, warranties and covenants made by such Investor at the time of its acquisition of Ordinary Shares or (b) the disposition or transfer of its Ordinary Shares contrary to such representations, declarations, warranties and covenants, and (c) any action, suit or proceeding based upon (i) the claim said representations, declarations, warranties and covenants were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Company or the General Partner under any laws, or (ii) the disposition or transfer of such Investor's Ordinary Shares or any part thereof.

36. Applicable law. All matters not governed by the Articles of Incorporation shall be determined in accordance with the Company Law and the SIF Law.

Transitory provisions

The first accounting year shall begin on the date of the formation of the Company and shall terminate on 31 March 2014.

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

Subscription - Payment

The share capital has been subscribed as follows:

Management Share AQR Lux Funds - AQR GRP EL 20 (Lux) Fund:

Subscriber	Subscribed capital	Number of shares
AQR Lux	USD 1,000.-	1

Ordinary Shares in AQR Lux Funds - AQR GRP EL 20 (Lux) Fund:

Subscriber	Subscribed capital	Number of shares
AQR Capital Management, LLC	USD 49,000.-	49

The Management Share and the Ordinary Shares have been fully paid in cash, so that the sum of fifty thousand US Dollars (USD 50,000) is forthwith at the free disposal of the Company, as has been proven to the notary.

First extraordinary general meeting of shareholders

The above Shareholders of the Company representing the totality of Shares and considering themselves as duly convened, have immediately proceeded to hold an extraordinary general meeting of Shareholders and have unanimously passed the following resolutions:

1. The Company's registered office address is fixed at 49, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg.

2. The following is appointed independent auditor: "PricewaterhouseCoopers", 400, route d'Esch, L-1471 Luxembourg, Grand Duchy of Luxembourg (R.C.S. Luxembourg, section B 65.477).

3. The term of office of the independent auditor shall end at the first annual general meeting of Shareholders to be held in 2014.

Declaration

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

Expenses

The expenses, remunerations or charges, in any form whatsoever which shall be borne by the Company as a result of its formation, are estimated at about four thousand euro.

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

The document having been read to the proxy holder of the appearing parties, known to the notary by his surname, name, civil status and residence, said proxy holder signed together with us, the notary, the present original deed.

The undersigned notary who understands and speaks English, states herewith that on request of the above appearing parties, the present deed is worded in English only, in accordance with article 26 of the Luxembourg law of 13 February 2007 relating to specialized investment funds, as amended.

Signé: S. BEN DECHICHE, J.J. WAGNER.

Enregistré à Esch-sur-Alzette A.C., le 22 juillet 2013. Relation: EAC/2013/9672. Reçu soixante-quinze Euros (75,- EUR).

Le Receveur (signé): SANTIONI.

Référence de publication: 2013109769/1011.

(130133761) Déposé au registre de commerce et des sociétés de Luxembourg, le 1er août 2013.

AWAS Luxembourg 1420 S.A., Société Anonyme.

Siège social: L-2453 Luxembourg, 19, rue Eugène Ruppert.

R.C.S. Luxembourg B 178.116.

In the year two thousand thirteen, on the fourth day of July.

Before Us, Maître Francis Kesseler, notary public residing in Esch-sur-Alzette, Grand-Duchy of Luxembourg,

Was held an extraordinary general meeting of the sole shareholder of the public limited liability company (société anonyme) existing under the name of "AWAS Luxembourg 1420 S.A.", governed by the laws of the Grand-Duchy of Luxembourg, having its registered office at 19, rue Eugène Ruppert, L-2453 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 178116 and incorporated pursuant to a deed of Maître Francis Kesseler, notary residing in in Esch-sur-Alzette, Grand-Duchy of Luxembourg, dated 6 June 2013 not yet published in the Mémorial C, Recueil des Sociétés et Associations (hereinafter the "Company").

The meeting was opened By Mrs Sofia AFONSO-DA CHAO CONDE, private employee, residing professionally in Esch/Alzette.

being in the chair, who appointed as secretary Mrs Sophie HENRYON, private employee, residing professionally in Esch/Alzette.

The meeting elected as scrutineer Mrs Claudia ROUCKERT, private employee, residing professionally in Esch/Alzette.

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

1. The agenda of the meeting is the following:

1. Waiver of the prior convening notice.

2. Increase of the subscribed share capital of the Company by an amount of six hundred nineteen thousand Euros (EUR 619,000.-) in order to raise it from its current amount of thirty-one thousand Euros (EUR 31,000.-) to six hundred fifty thousand Euros (EUR 650,000.-) by the issue of six hundred nineteen thousand (619,000) new shares each having a par value of one Euro (EUR 1.-) and having the same rights and obligations as the existing shares, by contribution in cash.

3. Partial payment of the newly issued shares by the sole shareholder at the level of twenty-five per cent (25%) of their nominal value by a contribution in cash in an amount of one hundred fifty four thousand seven hundred fifty Euros (EUR 154,750.-).

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4. Subsequent modification of article 5.1 of the articles of association of the Company ("Capital").

5. Miscellaneous.

2. The sole shareholder represented at the meeting (the "Sole Shareholder"), the proxyholder of the represented Sole Shareholder and the number of its shares in the Company is shown on an attendance list, which signed "ne varietur" by the proxyholder of the represented Sole Shareholder, the member of the bureau and the undersigned notary, will remain annexed to the present deed.

The proxy of the represented Sole Shareholder will also remain annexed to the present deed.

3. As a result of the aforementioned attendance list, all the thirty-one thousand (31,000) shares issued are represented at the present meeting, which is consequently constituted and may validly deliberate and decide on the different items of the agenda.

After the foregoing has been approved by the Sole Shareholder, the Sole Shareholder took the following resolutions:

First resolution

The Sole Shareholder RESOLVES to waive the prior convening notice, considering itself as duly convened and declaring having full knowledge of the items of the present agenda, which has been communicated to it.

Second resolution

The Sole Shareholder RESOLVES to increase the subscribed share capital of the Company by an amount of six hundred nineteen thousand Euros (EUR 619,000.-) in order to raise it from its current amount of thirty-one thousand Euros (EUR 31,000.-) to six hundred fifty thousand Euros (EUR 650,000.-) by the issue of six hundred nineteen thousand (619,000) new shares each having a par value of one Euro (EUR 1.-) and having the same rights and obligations as the existing shares.

Subscription - Payment

The Sole Shareholder, represented by Ms. Sofia AFONSO-DA CHAO CONDE, private employee, residing professionally in Esch-sur-Alzette, by virtue of a proxy under private seal established on 28 June 2013 DECLARES to subscribe for the six hundred nineteen thousand (619,000) newly issued shares and to pay them up at the level of twenty-five per cent (25%) of their nominal value, in accordance with article 26 (4) of the Luxembourg law on commercial companies dated 10 August 1915, as amended, by way of a contribution in cash in an amount of one hundred fifty four thousand seven hundred fifty Euros (EUR 154,750.-).

The amount of the contribution in cash of one hundred fifty four thousand seven hundred fifty Euros (EUR 154,750.-) is now at the disposal of the Company, proof of which has been given to the notary by means of a bank certificate.

Third resolution

As a consequence of the preceding resolution, the Sole Shareholder RESOLVES to amend the article 5.1 of the articles of association of the Company that will henceforth read as follows:

5.1. Capital. "The subscribed capital of the Corporation is set at EUR 650,000.- (six hundred fifty thousand Euros) divided into 650,000 (six hundred fifty thousand) ordinary shares with a nominal value of EUR 1.- (one Euro) per share."

There being no further business, the meeting is terminated.

Costs

The expenses, costs, fees and charges of any kind whatsoever which will have to be borne by the Company as a result of the present deed are estimated at approximately two thousand euro (EUR 2,000.-).

Attestation

The Notary acting in this matter declares that he has checked the existence of the conditions set out in Articles 26 of the Law on Commercial Companies and expressly attests that they have been complied with.

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

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

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

Suit la traduction française du texte qui précède:

L'an deux mille treize, le quatrième jour du mois de juillet.

Par devant Maître Francis Kesseler, notaire de résidence à Esch-sur-Alzette, Grand-Duché de Luxembourg.

S'est réunie l'assemblée générale extraordinaire de l'actionnaire unique de la société anonyme existant sous la dénomination «AWAS Luxembourg 1420 S.A.», régie par les lois du Grand-Duché de Luxembourg, ayant son siège social au 19, rue Eugène Ruppert, L-2453 Luxembourg, Grand-Duché de Luxembourg, immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 178116 et constituée suivant un acte de Maître Francis Kesseler,

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notaire de résidence à Esch-sur-Alzette, Grand-Duché de Luxembourg, daté du 6 juin 2013, non encore publié au Mémorial C, Recueil des Sociétés et Associations (ci-après la «Société»).

L'assemblée s'est ouverte sous la présidence de Madame Sofia AFONSO-DA CHAO CONDE, employée privée, demeurant professionnellement à Esch/Alzette,

Désignant comme secrétaire Madame Sophie HENRYON, employée privée, demeurant professionnellement à Esch/Alzette

L'assemblée élit comme scrutateur Madame Claudia ROUCKERT, employée privée, demeurant professionnellement à Esch/Alzette

Le bureau de l'assemblée ayant été constitué, le président déclare et prie le notaire instrumentant d'acter que:

1. La présente assemblée a pour ordre du jour:

1. Renonciation à la convocation préalable;

2. Augmentation du capital social de la Société d'un montant de six cent dix-neuf mille Euros (EUR 619,000.-) en vue de le porter de son montant actuel de trente et un mille Euros (EUR 31.000.-) à six cent cinquante mille Euros (EUR 650,000.-) par l'émission de six cent dix-neuf mille (619,000) nouvelles actions chacune ayant une valeur nominale de un Euro (EUR 1.-) et ayant les mêmes droits et obligations que les actions existantes, par un apport en numéraire;

3. Paiement partiel des actions nouvelles émises par l'actionnaire unique à hauteur de vingt-cinq pour cent (25%) de leur valeur nominale par un apport en numéraire d'un montant de cent cinquante-quatre mille sept cent cinquante Euros (EUR 154,750.-);

4. Modification subséquente de l'article 5.1 des statuts de la Société («Capital»); et

5. Divers.

2. Que l'actionnaire unique représenté à l'assemblée (l'«Actionnaire Unique»), le mandataire de l'Actionnaire Unique représenté ainsi que le nombre d'actions qu'il détient dans la Société est indiqué sur une liste de présence, laquelle est signée ne varietur par le mandataire de l'Actionnaire Unique représenté, les membres du bureau et le notaire instrumentant, qui restera annexée au présent procès-verbal.

La procuration de l'Actionnaire Unique représenté restera également annexée au présent procès-verbal.

3. Qu'au vu de la prédite liste de présences, toutes les trente et un mille (31.000) actions en circulation sont représentées à la présente assemblée, qui est en conséquence régulièrement constituée et peut valablement délibérer et décider sur les différents points de l'ordre du jour.

Ces faits ayant été approuvés par l'Actionnaire Unique, l'Actionnaire Unique a pris les résolutions suivantes:

Première résolution

L'Actionnaire Unique DECIDE de renoncer à la convocation préalable, se considérant dûment convoqué et déclarant avoir entière connaissance du présent ordre du jour qui lui a été communiqué.

Seconde résolution

L'Actionnaire Unique DECIDE d'augmenter le capital social souscrit de la Société d'un montant de six cent dix-neuf mille Euros (EUR 619,000.-) en vue de le porter de son montant actuel de trente et un mille Euros (EUR 31.000.-) à six cent cinquante mille Euros (EUR 650,000.-) par l'émission de six cent dix-neuf mille (619,000) nouvelles actions chacune ayant une valeur nominale de un Euro (EUR 1.-) et ayant les mêmes droits et obligations que les actions existantes.

Souscription - Paiement

L'Actionnaire Unique, représenté par Mme Sofia AFONSO-DA CHAO CONDE, employée privée, résidente professionnellement à Esch-sur-Alzette, en vertu d'une procuration sous seing privée établie le 28 juin 2013 DECLARE souscrire à six cent dix-neuf mille (619,000) nouvelles actions émises et à les à hauteur de vingt-cinq pour cent (25%) de leur valeur nominale, en conformité avec l'article 26 (4) de la loi luxembourgeoise concernant les sociétés commerciales du 10 août 1915, telle que modifiée, par le biais d'un apport en numéraire d'un montant de cent cinquante-quatre mille sept cent cinquante Euros (154,750.-).

Le montant de l'apport en numéraire de cent cinquante-quatre mille sept cent cinquante Euros (EUR 154,750.-) est maintenant à la disposition de la Société, la preuve en a été donnée au notaire par la remise d'un certificat bancaire.

Troisième résolution

En conséquence de la résolution précédente, l'Actionnaire Unique DECIDE de modifier l'article 5.1 des statuts de la Société qui se lira dorénavant comme suit:

5.1. Capital. «Le capital social souscrit de la Société est fixé à 650.000.- EUR (six cent cinquante mille Euros) divisé en 650.000 (six cent cinquante mille) actions ordinaires ayant une valeur nominale de 1.- EUR (un Euro) chacune.»

Plus aucun point ne figurant à l'ordre du jour, la séance est levée.

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Frais

Les dépenses, frais, rémunérations et charges, de quelque nature qu'ils soient, incombant à la Société à raison du présent acte, sont estimés à deux mille euros (EUR 2.000,-).

Constatation

Le notaire instrumentant déclare avoir vérifié l'existence des conditions énumérées à l'article 26 de la loi sur les sociétés commerciales et en constate expressément l'accomplissement.

Le notaire instrumentant, qui affirme maîtriser la langue anglaise, déclare qu'à la demande de la partie comparante, le présent acte est libellé en anglais, suivi d'une traduction française, et qu'en cas de divergence entre le texte anglais et le texte français, le texte anglais fera foi.

DONT ACTE, fait et passé à Esch/Alzette, date qu'en tête des présentes.

Lecture faite à la personne comparante, celle-ci a signé l'original du présent acte avec le notaire.

Signé: Conde, Henryon, Rouckert, Kesseler.

Enregistré à Esch/Alzette Actes Civils, le 12 juillet 2013. Relation: EAC/2013/9127. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): Santioni A.

POUR EXPEDITION CONFORME

Référence de publication: 2013109782/150.

(130133447) Déposé au registre de commerce et des sociétés de Luxembourg, le 1er août 2013.

Bugy Capital S.à r.l., SPF, Société à responsabilité limitée - Société de gestion de patrimoine familial.

Capital social: EUR 2.639.489,16.

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

R.C.S. Luxembourg B 165.619.

L'an deux mille treize, le vingt-trois juillet

Par devant Maître Joseph ELVINGER, notaire de résidence à Luxembourg, soussigné.

ONT COMPARU

«Madame Sylvia GILIS», née le 13 novembre 1972 à Louvain (Belgique), demeurant 11, Knapzak, B-3210 Lubbeek (Belgique); et,

«Monsieur Vincent Edgard BUSSCHAERT», né le 5 novembre 1964 à Saint-Nicolas (Belgique), demeurant 11, Knapzak, B-3210 Lubbeek (Belgique), (ci-après les «Associés»),

Tous deux représentés par Monsieur Anthony GRACA, employé privé, demeurant professionnellement au 20, Boulevard Emmanuel Servais, L-2535 Luxembourg, en vertu de procurations sous seing privé lui-délivrées.

Lesquelles parties comparantes sont les associés de Société à responsabilité limitée «Bugy Capital S.à r.l., SPF», ayant son siège social au 16 Boulevard Emmanuel Servais, L-2535 Luxembourg, immatriculée au Registre de Commerce et des Sociétés de Luxembourg, sous section B numéro 165619, constituée suivant acte reçu par Maître Gérard LECUIT, notaire de résidence à Luxembourg en date du 16 décembre 2011, publié au Mémorial C, Recueil Spécial des Sociétés et Associations (ai-après le «Mémorial C») numéro 269 du 1 er février 2010; et dont les statuts ont été modifiés suivant acte reçu par le notaire soussigné en date du 16 avril 2013 publié au Mémorial C numéro 1442 du 18 juin 2013.

Les Associés, agissant en tant que tel, par la présente adoptent, déclarent et demandent au Notaire d'acter les résolutions écrites suivantes:

Première résolution

Les associés décident d'augmenter le capital social de la Société à concurrence d'un million cinq cent quatre-vingt douze mille quatre cent dix-neuf euros et huit centimes d'euros (EUR 1.592.419,08) pour le porter de son montant actuel d'un million quarante-sept mille soixante-dix euros et huit centimes d'euros (EUR 1.047.070,08) à deux millions six cent trente-neuf mille quatre cent quatre-vingt neuf euros et seize centimes d'euros (EUR 2.639.489,16) par l'émission de deux cent quatre-vingt douze (292) parts sociales nouvelles d'une valeur nominale de cinq mille quatre cent cinquante-trois euros et quarante-neuf centimes d'euros (EUR 5.453,49) chacune, et soumise au paiement d'une prime d'émission d'un montant de sept mille cinq cent quatre-vingts euros et quatre-vingt douze centimes d'euros (EUR 7.580,92).

Les deux cent quatre-vingt douze (292) parts sociales nouvelles seront souscrites comme suit:

1) Madame Sylvia GILIS	146 parts sociales
2) Monsieur Vincent Edgard BUSSCHAERT	146 parts sociales
TOTAL	292 parts sociales

Intervention - Souscription - Libération

Ensuite les souscripteurs prédésignés ont déclaré souscrire aux deux cent quatre-vingt douze (292) parts sociales nouvelles, chacun le nombre pour lequel il a été admis, et les libérer intégralement en numéraire de sorte que la société a dès maintenant à sa libre et entière disposition la somme d'un million six cent mille euros (EUR 1.600.000,-) dont (i) un million cinq cent quatre-vingt douze mille quatre cent dix-neuf euros et huit centimes d'euros (EUR 1.592.419,08) sont alloués au capital social de la Société et (ii) sept mille cinq cent quatre-vingts euros et quatre-vingt douze centimes d'euros (EUR 7.580,92) sont alloués au compte de prime d'émission de la Société.

Preuve de l'existence de l'apport en numéraire a été apportée au notaire instrumentant.

Deuxième résolution

Afin de mettre les statuts en concordance avec les résolutions qui précèdent, les associés décident de modifier le premier alinéa de l'article 6 des statuts pour lui donner la teneur suivante:

« **Art. 6.** Le capital social est fixé à deux millions six cent trente-neuf mille quatre cent quatre-vingt neuf euros et seize centimes d'euros (EUR 2.639.489,16) représenté par quatre cent quatre-vingt quatre (484) parts sociales d'une valeur nominale de cinq mille quatre cent cinquante-trois euros et quarante-neuf centimes d'euros (EUR 5.453,49) chacune, entièrement libérées.

[...]»

Frais

Les frais, dépenses, rémunérations et charges sous quelque forme que ce soit, incombant à la société et mis à sa charge en raison des présentes, sont évalués sans nul préjudice à la somme de deux mille quatre cents euros (EUR 2.400,-).

DONT ACTE, passé à Luxembourg, le 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: A.GRACA, J.ELVINGER.

Enregistré à Luxembourg Actes Civils le 24 juillet 2013. Relation: LAC/2013/34530. Reçu soixante quinze euros (EUR 75,-).

Le Receveur (signé): I.THILL.

Référence de publication: 2013109806/62.

(130133508) Déposé au registre de commerce et des sociétés de Luxembourg, le 1er août 2013.

A&K S.à r.l., Société à responsabilité limitée.

Capital social: USD 300.000,00.

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

R.C.S. Luxembourg B 39.766.

Résolutions prises par l'associée unique le 21 juin 2013

L'associée unique PREND ACTE de la démission de M. Robert Ian KAUFFMAN, Gérant WGT, avec effet immédiat.

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

Pour et au nom de A&K S.A.R.L
Mandataire

Référence de publication: 2013105554/13.

(130128726) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

CD-Buttek Beim Palais S. à r.l., Société à responsabilité limitée.

Siège social: L-1728 Luxembourg, 16, rue du Marché-aux-Herbes.

R.C.S. Luxembourg B 55.498.

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.

FIDUCIAIRE ROLAND KOHN S.à.r.l.
259 ROUTE D'ESCH
L-1471 LUXEMBOURG
Signature

Référence de publication: 2013105753/13.

(130129132) Déposé au registre de commerce et des sociétés de Luxembourg, le 26 juillet 2013.

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