

# MEMORIAL

Journal Officiel  
du Grand-Duché de  
Luxembourg



# MEMORIAL

Amtsblatt  
des Großherzogtums  
Luxemburg

## RECUEIL DES SOCIÉTÉS ET ASSOCIATIONS

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

C — N° 2467

4 octobre 2013

### SOMMAIRE

9 Realestates S.A. ....	118371	Dentsply EU Holding S.à r.l. ....	118399
Airmon Lux 1 ....	118370	Dentsply Europe S.à r.l. ....	118399
Always Right S.à r.l. ....	118371	DI Assets S.A. ....	118407
Augentius Luxembourg S.A. ....	118371	Dilanfra S.A. ....	118404
B2 Holding S.A. ....	118396	Dotcorp Fine Art S.à r.l. ....	118398
BFF Investments S.à r.l. ....	118404	Dotcorp Fine Art S.à r.l. ....	118399
BI-Invest S. à r.l. ....	118404	Dr. Ober - Dr. Scharrer Verwaltungs S.A. .....	118405
Bisclair S.à r.l. ....	118400	Ecosynergie Inc. S.à r.l. ....	118406
Bourgueil International ....	118396	Egmont Holdings Luxembourg S.à r.l. ..	118406
Bourkel, Pavon & Partners S.A. ....	118403	EPF Fronhofer Galeria S.à r.l. ....	118393
Business Office Services S.à r.l. ....	118404	EPF Garden Towers S.à r.l. ....	118393
Cafor Holding S.A. ....	118397	EPF Harenberg City-Centre S.à r.l. ....	118393
Cane Investments S.à r.l. ....	118416	EPF Logistics Properties Germany (GP) S.à r.l. ....	118394
Cap Est S.à r.l. ....	118400	EPF Richmond Riverside S.à r.l. ....	118394
Cepia Lux S.à r.l. ....	118397	EPISODE (Luxembourg) S.à r.l. ....	118394
Cermides S.à r.l. ....	118401	ETO S.A. ....	118395
CFLJ S.à r.l. ....	118370	Eurocost International S.A. ....	118395
Charter Finance S.à r.l. ....	118398	Europa Real Estate GBP Warrant S.à r.l. .....	118407
CN Participations ....	118400	Eyquem Fund S.C.A. Sicav-FIS ....	118394
Cohen & Steers SICAV ....	118398	Familia Trading S.à r.l. ....	118395
Connect Ventures One S.à r.l. ....	118395	Family Affair S.à r.l. ....	118416
Consofi S.A. ....	118396	Fiabci 65 A.s.b.l. ....	118413
Cotec S.A. ....	118407	Focus Window Investors S.à r.l. ....	118406
CP Steel Luxco S.à r.l. ....	118415	Fonds Général Stratégique ....	118415
Crista Invest ....	118400	Frosch Landtechnik S.à r.l. ....	118393
Crista Invest ....	118400	Matrix Technologie S.A. ....	118392
CRX Markets S.A. ....	118411	Palace Street II Fund ....	118372
Cum Grano Salis S.à r.l. ....	118397	Place Ovale Holding S.A. ....	118392
DB Real Estate Iberian Value Added I, S.A., SICAR ....	118410	Smith & Nephew International S.A. ....	118416
De Beers ....	118411	Waste Systems S.A. ....	118370
Delta Capital Tetrafund SCA ....	118405	Yves Klensch & Associés S.à r.l. ....	118370
Delta Capital Tetrareif SCA ....	118405		
Delta Capital Tetrareps SCA ....	118410		

**Waste Systems S.A., Société Anonyme.**

Siège social: L-1855 Luxembourg, 51, avenue J.F. Kennedy.  
R.C.S. Luxembourg B 107.107.

Par le présent avis, la Société informe les tiers du changement suivant concernant son administrateur:

- Roger Neil Smith, administrateur, a désormais pour adresse professionnelle le 180-186 Brompton Road, 3<sup>rd</sup> floor, SW3 1HQ Londres, Grande-Bretagne;

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

Pour extrait sincère et conforme  
Virginie Boussard  
Administrateur

Référence de publication: 2013116408/14.

(130141431) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 août 2013.

---

**Yves Klensch & Associés S.à r.l., Société à responsabilité limitée.**

Siège social: L-5328 Contern, Bruecherhaff.  
R.C.S. Luxembourg B 171.897.

Le bilan au 31.12.2012 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 12 août 2013.

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

Référence de publication: 2013116419/14.

(130141045) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 août 2013.

---

**Airmon Lux 1, Société en Commandite par Actions.**

Siège social: L-1736 Luxembourg, 1B, rue Heienhaff.  
R.C.S. Luxembourg B 121.883.

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 12 août 2013.

Référence de publication: 2013116451/10.

(130142136) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 août 2013.

---

**CFLJ S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 12.500,00.**

Siège social: L-2611 Luxembourg, 51, route de Thionville.  
R.C.S. Luxembourg B 110.083.

EXTRAIT

Le siège social de la Société a été transféré avec effet immédiat du 33, Boulevard Grande Duchesse Charlotte, L-1331 Luxembourg, Grand Duché de Luxembourg, au 51, route de Thionville, L-2611 Luxembourg, Grand Duché de Luxembourg.

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

Luxembourg, le 25 juillet 2013.

Pour la Société  
Signature

Référence de publication: 2013116435/16.

(130140879) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 août 2013.

---

**9 Realestates S.A., Société Anonyme.**

Siège social: L-2763 Luxembourg, 31, rue Sainte Zithe.

R.C.S. Luxembourg B 134.322.

Extrait du procès-verbal de l'Assemblée Générale Ordinaire des Actionnaires pour l'exercice 2012 tenue à 12.00 heures le 15 mai 2013

*Extrait des résolutions*

4- L'assemblée générale a pris connaissance du changement d'adresse des administrateurs et de l'administrateur délégué, à savoir:

*Administrateurs:*

- Mme Bourkel Anique, nouvelle adresse professionnelle: 31, rue Sainte Zithe, L-2763 Luxembourg;
- M. Bourkel Michel, nouvelle adresse professionnelle: 31, rue Sainte Zithe, L-2763 Luxembourg;
- M. Alexandre Vancheri, nouvelle adresse professionnelle: 31 rue Sainte Zithe, L-2763 Luxembourg;

*Administrateur-délégué:*

- M. Bourkel Michel, nouvelle adresse professionnelle: 31, rue Sainte Zithe, L-2763 Luxembourg.

5- L'assemblée générale renouvelle les mandats des administrateurs, de l'administrateur-délégué et du commissaire aux comptes, à savoir:

*administrateurs:*

- Mme Bourkel Anique, 31, rue Sainte Zithe, L-2763 Luxembourg;
- M. Bourkel Michel, 31, rue Sainte Zithe, L-2763 Luxembourg;
- M. Vancheri Alexandre, 31, rue Sainte Zithe, L-2763 Luxembourg;

*administrateur-délégué:*

- M. Bourkel Michel, 31, rue Sainte Zithe, L-2763 Luxembourg;

*Commissaire aux comptes:*

- Wilbur Associates Ltd, IBC 185200, Union Court Building, Elizabeth Avenue & Shirley Street n° S-E2, Nassau, Bahamas, N-8188;

qui tous acceptent, pour l'exercice social 2013 et jusqu'à la prochaine assemblée générale qui se tiendra en 2014.

Référence de publication: 2013116422/30.

(130141459) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 août 2013.

---

**Always Right S.à r.l., Société à responsabilité limitée unipersonnelle.**

**Capital social: EUR 12.500,00.**

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

R.C.S. Luxembourg B 132.203.

Il convient de noter que:

Madame Marta Ventura a présenté sa démission en tant que gérante de la société avec effet au 28 juin 2013.

Pour extrait conforme

Référence de publication: 2013116453/11.

(130141924) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 août 2013.

---

**Augentius Luxembourg S.A., Société Anonyme.**

Siège social: L-5365 Munsbach, 6, rue Gabriel Lippmann.

R.C.S. Luxembourg B 150.670.

Les comptes annuels de la Société au 30 Septembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 2 mai 2013.

Malcolm Wilson

Administrateur

Référence de publication: 2013116464/13.

(130141934) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 août 2013.

**Palace Street II Fund, Société d'Investissement à Capital Variable - Fonds d'Investissement Spécialisé.**

Siège social: L-8070 Bertrange, 31, Z.A. Bourmicht.

R.C.S. Luxembourg B 179.591.

—  
STATUTES

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

Before Us, Maître Gérard Lecuit, notary residing in Luxembourg, acting in replacement of Maître Henri Hellinckx, notary, residing in Luxembourg, who will be the depositary of the present deed.

There appeared:

1. Palace Street II, a société à responsabilité limitée, incorporated under the laws of Luxembourg, having a share capital of EUR 12,500, with its registered office at 9 Rue Ste Zithe, Luxembourg and not yet registered with the Luxembourg Register of Commerce and Companies, represented by Juan Rubio, professionally residing in Luxembourg, pursuant to a proxy dated 19 July 2013.

2. 3i Group plc, a public limited company, incorporated under the laws of England and Wales with its registered office at 16, Palace Street, London, SW1E 5JD, United Kingdom, represented by Juan Rubio, professionally residing in Luxembourg, pursuant to a proxy dated 19 July 2013.

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

Such appearing parties, in the capacity in which they act, have requested the notary to state as follows in accordance with the articles of incorporation of a société en commandite par actions which they form between themselves:

*Definitions*

1915 Law	means the law dated August 10, 1915 on commercial companies as amended.
3i Group	means 3i Group plc and its Affiliates.
3i Person	means the directors, officers or employees of the 3i Group.
Affiliate or Affiliated	means with respect to a Person (the "Relevant Person") (a) any other Person who, directly or indirectly, is in control of, or controlled by, or is under common control with, the Relevant Person or (b) any other Person who is a director, officer or employee of or who, directly or indirectly, manages (i) the Relevant Person or (ii) any Person described in (a) above, provided that the Fund, the Investment Holding Vehicles and the Investee Companies, and the investee companies of any other funds managed or advised by the 3i Group shall not be treated as an Affiliate of any member of the 3i Group. For the purposes of this definition, control of a Person shall mean the power, direct or indirect, (A) to vote more than 50% of the securities having ordinary voting power for the election of directors of such Person or (B) to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.
Application Form	has the meaning set out in Article 8(h) (Shares).
Articles	means the present articles of incorporation of the Fund and "Article" means an article within them.
Business Day	means a full day (not being a Saturday or Sunday) on which banks are open for business in Luxembourg and London (and, for the avoidance of doubt, 24 December shall not be regarded as a Business Day).
Call Notice	has the meaning set out in Article 11(f) (Forced Transfer or Redemption).
Cash and Near Cash Assets	means cash in account or on deposit, and/or amounts of cash invested in money market funds and investment grade securities which can be realised within three Business Days.
Cause Event	Has the meaning set out in Article 16.1(b)
Class	means a class of Shares (and "Classes" shall be construed accordingly).
Closing	means a closing of the Fund where additional Investors subscribe for Ordinary Shares or existing Investors subscribe for more Ordinary Shares.
Code	means the United States Internal Revenue Code of 1986, as amended.

Compartment	has the meaning set out in Article 7(c) (Share Capital).
CSSF	means the Commission de Surveillance du Secteur Financier.
Custodian	has the meaning set out in Article 22 (Custodian).
director	means a director or manager of a company, as appropriate.
Eligible Transferee	has the meaning set out in Article 10.2.2(b) (Transfer of Ordinary Shares belonging to VAG Investors).
Eligibility Criteria	has the meaning set out in Article 15(j) (General Partner).
ERISA	means the United States Employee Retirement Income Security Act of 1974, as amended.
ERISA Investor	means an Investor: (a) which is an employee benefit plan subject to part 4 of Subtitle B of Title I of ERISA; (b) which is a "plan" within the meaning of Section 4975(e)(1) of the Code and which is subject to Section 4975 of the Code; (c) which is an entity whose assets include assets of one or more employee benefit plans or plans described in (a) or (b) above; or (d) which the General Partner has agreed to treat as an ERISA Investor.
ERISA Plan Assets	means "plan assets" within the meaning of ERISA Plan Assets Regulation.
ERISA Plan Assets Regulation	means the United States Department of Labor Regulation 29 CFR Section 2510.3-101 promulgated under ERISA and as modified by Section 3(42) of ERISA.
Expert	means an independent expert approved by the General Partner and the Investor Committee or, failing such approval within seven days of the General Partner or the Investment Manger notifying Investors under Article 16.1(b) (Removal for a Cause Event) that it disputes that a Cause Event has occurred, an independent expert appointed for the time being by the President of the Law Society of England and Wales on the application of the General Partner.
First Closing	means the first closing of the Fund.
Forced Purchase Price	has the meaning set out in Article 11(j) (Forced Transfer or Redemption).
Forced Redemption Price	has the meaning set out in Article 11(j) (Forced Transfer or Redemption).
Force Majeure Event	means a matter outside the reasonable control of the Person concerned (including, but not limited to, war, civil commotion, terrorism, storm, fire, industrial action, failure of computer or information systems, act of government or other competent authority or suspension of markets) that directly or indirectly results in a Person being unable to fulfil a relevant duty or obligation.
Foreign Account Tax Compliance Provisions	means Sections 1471 to 1474 of the United States Internal Revenue Code of 1986, as amended (and any amended or successor versions thereof), and any current or future regulations or official interpretations thereof promulgated thereunder, or any voluntary agreements entered into with the US tax authority in connection therewith, or any similar or related non-US laws (whether or not pursuant to an inter-governmental agreement) that correspond to Sections 1471 to 1474 and any voluntary agreements entered into with a taxing authority pursuant thereto.
Fund	has the meaning set out in Article 1 (Formation and Name).
General Partner	has the meaning set out in Article 15 (General Partner).
IAMA	means the investment advisory and management agreement between inter alia the Investment Manager, the General Partner and the Fund (as such agreement may be amended and/or restated from time to time in accordance with these Articles).
Incentive Fee	has the meaning set out in Article 15(b) (General Partner)
Indemnified Party	has the meaning set out in Article 19.1(a) (Indemnification).
Investee Company	means a company or other entity in which a Portfolio Investment is made or the relevant reference entity in respect of a Portfolio Investment (as applicable).
Investment Holding Vehicle	means a subsidiary vehicle of the Fund, as may be established for the purpose of holding Portfolio Investments.
Investment Manager	means 3i Debt Management Investments Limited, a company incorporated under the laws of England and Wales.
Investment Objective	has the meaning set out in Article 6(a) (Investment Objective).
Investment Policy	has the meaning set out in Article 15(j) (General Partner).
Investment Restrictions	has the meaning set out in Article 15(j) (General Partner).
Investors	means the limited Shareholders (actionnaires commanditaires) which hold Ordinary Shares.

Investor Committee	has the meaning set out in Article 18 (Investor Committee).
Losses	has the meaning set out in Article 19.2(a) (Indemnification).
Management Fee	has the meaning set out in Article 15(b) (General Partner)
Management Share(s)	has the meaning set out in Article 7(b)(i) (Share Capital).
Net Asset Value	has the meaning set out in Article 13 (Calculation of the Net Asset Value).
Non- Permitted Investor	has the meaning set out in Article 11(e) (Forced Transfer or Redemption).
Ordinary Shares	has the meaning set out in Article 7(b)(ii) (Share Capital).
Person	means any individual or entity, including any body corporate, partnership, limited partnership, limited liability partnership, association, limited company, open-ended investment company, joint-stock company, trust, unit trust, unincorporated association, government or governmental agency or authority.
Portfolio Investment	means a debt asset made, advanced or purchased by or on behalf of the Fund which satisfies the policies, criteria and restrictions of the Fund as set out in these Articles, the Prospectus and mandatory law.
Proceeding	has the meaning set out in Article 19.2(e) (Indemnification).
Proposed Transfer	has the meaning set out in Article 10.2.1(a) (Notice of the Transfer).
Proposed Transferor	has the meaning set out in Article 10.2.1(a) (Notice of the Transfer).
Prospectus	means the prospectus of the Fund, as amended in accordance with its terms from time to time.
Purchase Option	has the meaning set out in Article 11(a) (Forced Transfer or Redemption).
Quarterly Valuation Date	means the last Business Day of each March, June, September and December.
Recalcitrant Investor	means an Investor or beneficial owner of Ordinary Shares that fails to provide information requested by or on behalf of the Fund or an intermediary pursuant to Foreign Account Tax Compliance Provisions, including a voluntary agreement entered into with a taxing authority thereunder or, if applicable, that fails to provide a waiver of law prohibiting the disclosure of such information to a taxing authority.
Redemption Price per Share	has the meaning set out in Article 12(b) (Redemption of Shares).
Register	has the meaning set out in Article 8(b) (Shares).
Registrar and Administrator	has the meaning set out in Article 23(a) (Registrar and Administrator).
Series	has the meaning set out in Article 7(e) (Share Capital).
Shareholders	means the shareholders of the Fund.
Shares	has the meaning set out in Article 7(a) (Share Capital).
Short Term Borrowing Facility	means any short term bridging facility borrowed for the purposes of funding: <ul style="list-style-type: none"> <li>i) any expenses or liabilities of the Fund pending receipt by the Fund of proceeds from the sale of, or anticipated sale of, Portfolio Investments or Subscription Amounts;</li> <li>ii) settlement of asset purchases on or around the date of the First Closing pending receipt by the Fund of Subscription Amounts;</li> <li>iii) settlement of asset purchases pending receipt by the Fund of proceeds from the sale of, or anticipated sale of, Portfolio Investments;</li> <li>iv) paying any part of the Management Fee and/or Incentive Fee up to the amount of any interest accrued as at the relevant Quarterly Valuation Date pending receipt of such interest in cash during the following quarter;</li> <li>v) paying any redemption amounts with respect to any Quarterly Valuation Date pending receipt of proceeds from the sale of, or anticipated sale of, Portfolio Investments; and</li> <li>vi) settlement of purchases of purchased accrued interest on bonds, floating rate notes or other debt assets.</li> </ul>
SIF Law	means the Luxembourg law of February 13, 2007 relating to specialised investment funds, as amended.
Special Majority	means the approval of Shareholders which hold at least 75% by number of the Shares in issue of the Fund provided that the approval of the General Partner, in its capacity as general partner of the Fund, shall not be required for such resolution to be passed.
Standard Majority	means the approval of Shareholders which hold at least two thirds by number of the Shares in issue of the Fund provided that the approval of the General Partner, in its capacity as general partner of the Fund, shall be required for such resolution to be passed unless otherwise expressly stated.

Subscription Amount(s)	means the total subscription amount that has been agreed between the General Partner and the Investor and is set out in the Investor's Application Form and has been contributed to the Fund in consideration of the issue of Ordinary Shares to the Investor.
Transfer	has the meaning set out in Article 10.1(a) (Transferability of Ordinary Shares).
Transfer Notice	has the meaning set out in Article 10.2.1(a) (Notice of the Transfer).
Transferred Shares	has the meaning set out in Article 10.2.1(b)(i) (Notice of the Transfer).
US Investment Company Act	means the United States Investment Company Act of 1940, as amended.
US Person	has the meaning set out in Regulation S under the Securities Act.
US Securities Act	means the United States Securities Act of 1933, as amended.
VAG	has the meaning set out in Article 10.2.2(a) (Transfer of Ordinary Shares belonging to VAG Investors).
VAG Investor	has the meaning set out in Article 10.2.2(a) (Transfer of Ordinary Shares belonging to VAG Investors).
Well- Informed Investor	has the meaning set out in Article 8(a) (Shares).

**Art. 1. Formation and Name.** A company in the form of a société en commandite par actions qualifying as a société d'investissement à capital variable - fonds d'investissement spécialisé under the name of "Palace Street II Fund" is hereby established among the subscribers mentioned in the recitals of these Articles and future Shareholders (the "Fund"). The Fund shall be governed by the laws of Luxembourg and, in particular, the 1915 Law and the S IF Law.

**Art. 2. Registered Office.**

(a) The registered office of the Fund is established in the city of Bertrange in the Grand Duchy of Luxembourg. Branches, subsidiaries or other offices may be established either in the Grand Duchy of Luxembourg or in any other location by a decision of the General Partner. The registered office may be transferred within the same municipality by a decision of the General Partner. The registered office may be transferred to any other place in Luxembourg subject to the provisions governing the amendment of these Articles, Luxembourg law and a decision of the General Partner.

(b) If the General Partner determines that any extraordinary political, economic or social event has either occurred or is imminent, which would interfere with the normal activities of the Fund at its registered office or with the communication between its registered office and Persons established in any other location, the registered office may be transferred temporarily to any other location until the complete cessation of such extraordinary event. Such provisional measures shall have no effect on the nationality of the Fund, which, notwithstanding such temporary transfer, shall remain a company governed by the laws of Luxembourg and in particular the SIF Law.

**Art. 3. Term of the Fund.** The Fund is incorporated for an unlimited period and will continue until it is dissolved and liquidated. The Fund may be dissolved and put into liquidation in accordance with Article 30 (Dissolution of the Fund) or otherwise in accordance with these Articles, the Prospectus and mandatory law.

**Art. 4. Purpose.**

(a) The purpose of the Fund is to place the funds available for investment in debt and debt related securities and instruments and equity and equity related securities and instruments, within the widest meaning permitted by the SIF Law, in accordance with the Investment Objective and Investment Policy and subject to the criteria, restrictions and limitations in these Articles (including the Eligibility Criteria and Investment Restrictions), the Prospectus and mandatory law, with the purpose of diversifying investment risk and affording the Shareholders the benefit of the management of the Fund.

(b) Subject to subparagraph (c) below, the Fund may use any techniques and instruments to efficiently manage its Portfolio Investments and to protect itself against credit risks, interest rate risks and other risks, subject to the criteria, restrictions and limitations in these Articles (including the Eligibility Criteria and Investment Restrictions), the Prospectus and mandatory law.

(c) The Fund may carry out any measures and carry out any operation or transaction, which it may deem useful in the development and accomplishment of its purpose to the full extent permitted by the SIF Law but subject, at all times, to the limitations set out in these Articles (including the Eligibility Criteria and Investment Restrictions), the Prospectus and mandatory law.

**Art. 5. Liability.**

(a) The holder of the Management Share(s), being initially the General Partner, is jointly and severally liable with the Fund for all of the Fund's liabilities which cannot be met out of the Fund's assets.

(b) The holders of Ordinary Shares, being the Investors, shall refrain from acting on behalf of the Fund in any manner or capacity other than by exercising their rights as Shareholders in general meetings and shall only be liable with respect to the Fund's liabilities to the extent of their Subscription Amounts.



#### **Art. 6. Investment Objective.**

(a) The investment objective of the Fund is as set out in the Prospectus (the "Investment Objective").

(b) In achieving the Investment Objective, the General Partner shall determine the course of conduct of the management and the business affairs of the Fund in accordance with the provisions of these Articles, the Prospectus and mandatory law.

#### **Art. 7. Share Capital.**

(a) The share capital of the Fund shall be represented by fully paid up shares (together, the "Shares") of no par value and, the total value of which at any time shall be equal to the total net assets of the Fund as determined pursuant to Article 13 (Calculation of the Net Asset Value). The minimum share capital of the Fund is one million two hundred fifty thousand Euros (€1,250,000). The minimum share capital must be reached within twelve (12) months as from the date on which the Fund has been authorised as a société d'investissement à capital variable (SICAV) -fonds d'investissement specialise (FIS) under Luxembourg law. The initial subscribed capital is thirty-one thousand Euros (€31,000) represented by one (1) Management Share and three hundred and nine (309) Ordinary Shares.

(b) The share capital of the Fund shall be represented by the following two different types of Shares:

(i) "Management Share": The Share subscribed for €100 at the time of incorporation of the Fund by the General Partner as an unlimited shareholder (actionnaire gérant commandité) of the Fund; and

(ii) "Ordinary Shares": the Shares subscribed for by each Investor in accordance with the provisions of these Articles, the Prospectus and such Investor's Application Form.

(c) The General Partner may, at any time establish different pools of assets, each constituting a separate compartment (each a "Compartment") within the meaning of article 71 of the SIF Law subject to the requirements of these Articles and Luxembourg law, including the SIF Law. Each such pool of assets shall be invested pursuant to the investment objective and investment policy ascribed to each relevant Compartment set out from time to time in the Prospectus, and subject to the restrictions ascribed to each relevant Compartment in these Articles, the Prospectus and mandatory law, for the exclusive benefit of Shareholders of the relevant Compartment. The assets of a specific Compartment are solely accountable for the liabilities, commitments and obligations of that Compartment. Investors will hold Ordinary Shares in the Compartment in respect of which it made a commitment (unless otherwise agreed with the General Partner), such Shares constituting a different Class from each other. Notwithstanding the foregoing, the Fund shall constitute a single legal entity.

(d) The General Partner may create within each Compartment additional Classes, the features of which will be determined by the General Partner. Provisions relating to any Compartment shall apply mutatis mutandis to the Classes therein to the extent relevant.

(e) Ordinary Shares or any other Classes created in the future may, as the General Partner shall determine, be issued in one or more separate series (the "Series"). Each Series may serve to identify the Shares depending on their issuance date or their Net Asset Value, if determined by the General Partner as appropriate, but will otherwise confer no special right in relation to one Series of the same Class as against another Series of that Class.

#### **Art. 8. Shares.**

(a) Shares in the Fund may only be subscribed for by well-informed investors (investisseurs avertis) within the meaning of article 2(1) of the SIF Law (each a "Well-Informed Investor"). However, in accordance with article 2(1) of the SIF Law the foregoing requirement shall not apply to any Shareholder who is the General Partner and any other Person who is involved in the management of the Fund (at the time of its subscription).

(b) All Shares shall be issued in registered form. The inscription of a Shareholder's name in the register of Shareholders (the "Register") is evidence of its right of ownership to such Shares.

(c) All issued Shares of the Fund shall be registered in the Register, which shall be kept at the registered office of the Fund. The Register shall contain the name of each Shareholder, its residence, registered office or elected domicile, the Compartment, the number, Class and Series (if any) of Shares it owns, the paid-up amount of each such Share and if applicable their date of transfer. Each Shareholder may change data regarding itself contained in the Register by notice to the Fund. Until notice to the contrary shall have been received by the Fund, the Fund may treat any information contained in the Register as accurate and up to date and may, in particular, use the addresses and banking details set out in the Register for sending out notices and announcements and for making any payments.

(d) Share certificates will not be issued in respect of any Shares in the Fund.

(e) The Fund may issue fractions of Shares rounded down to the nearest two decimal places. Such fractional Shares shall not carry any voting rights.

(f) Each Share grants the right to one (1) vote at every general meeting of the Shareholders of the Fund and at separate Compartment (if more than one) or Class (if more than one) meetings of the holders of Shares of the relevant Compartment or Class. In addition, the approval of the General Partner, in its capacity as general partner of the Fund, shall be required in order for any resolution of the Shareholders to be passed other than where such approval is expressly not required under these Articles or the Prospectus.



(g) If one or more Shares are jointly owned or if the ownership of such Share(s) is disputed, all Persons claiming a right to such Share(s) must appoint a single attorney to represent such Share(s) in respect of the Fund. Failure to appoint such attorney will lead to an automatic suspension of all rights attached to such Share(s).

(h) Each Investor shall execute an application form (each an "Application Form") in a form approved by the General Partner, pursuant to which, inter alia, each Investor will apply to be issued with Ordinary Shares on the terms of these Articles and the Prospectus (as such documents may be amended from time to time), will irrevocably commit to be bound by the terms and conditions of these Articles and the Prospectus, and will make such representations, warranties, undertakings, confirmations acknowledgements and understandings as the General Partner may require.

(i) The General Partner may accept or decline an Application Form that is submitted to it in full or in part in its absolute discretion.

#### **Art. 9. Issue of Ordinary Shares.**

(a) The General Partner or its appointed delegate on behalf of the Fund is authorised to issue fully paid up Ordinary Shares at any time to an Investor which has submitted an Application Form that has been accepted by the General Partner, in accordance with the terms of, but subject to the restrictions in, these Articles, the Prospectus such Application Form and any other terms and conditions as determined by the General Partner.

(b) The issue price of any Ordinary Shares so issued shall be determined in accordance with the Prospectus and shall be payable by the Investor in accordance with these Articles, the Prospectus and the Investor's Application Form.

(c) Each Investor shall subscribe for and be issued with such number of Ordinary Shares including, subject to Article 8(e) (Shares), fractional Ordinary Shares as have an aggregate subscription price (calculated in accordance with the Prospectus) equal to such Investor's Subscription Amount. Accordingly, each Investor subscribing for Ordinary Shares at a Closing shall pay its Subscription Amount in full to the Fund at such Closing.

(d) The General Partner shall use all reasonable endeavours consistent with the other terms of these Articles and the Prospectus to ensure that the participation by "benefit plan investors" in the Fund is not and does not become "significant" (as such terms are defined in the ERISA Plan Assets Regulation) provided that the General Partner may rely for such purpose on the representations made by the Investors in their Application Forms without further enquiry.

(e) No ERISA Investor shall be admitted to the Fund at any Closing if the admission of such ERISA Investor would result in the participation in the Fund by "benefit plan investors" becoming "significant" (as such terms are defined in the ERISA Plan Assets Regulation but provided that the General Partner may rely for such purpose on the representations made by the Investors in their Application Forms without further enquiry). The General Partner shall have the power and authority on behalf of the Fund to take any action necessary or advisable to avoid the Fund holding ERISA Plan Assets.

(f) The procedures relating to the payment of the Subscription Amounts and the issue of Ordinary Shares are set out in more detail in the Prospectus and the relevant Application Form.

#### **Art. 10. Transfer of Shares.**

##### **10.1 Transferability of Ordinary Shares**

(a) Any sale, assignment, transfer, pledge, encumbrance or other disposition (a "Transfer") of any Ordinary Shares in any form whatsoever, by an Investor must be made in accordance with the provisions of the 1915 Law, the SIF Law, these Articles (and, in particular, the transfer restrictions set out in this Article 10 (Transfer of Shares)) and the Prospectus.

(b) Any purported Transfer by an Investor of Ordinary Shares made in breach of the provisions of these Articles shall be null and void and of no force or effect against the Fund and the Shareholders. Transfers by an Investor of Ordinary Shares which are null and void and of no force or effect shall not be recorded in the Register and, until remedied, all the rights and obligations attached to the relevant Ordinary Shares will be exercised by and enforced against the Investor recorded in the Register as holding such Ordinary Shares, without prejudice to any liability such Investor may incur with respect to the Fund or to the other Shareholders.

(c) Notwithstanding any other provision in these Articles, the Fund may:

(i) refuse to register a Transfer by an Investor of Ordinary Shares if it appears that such Transfer would or could have the effect of transferring ownership of such Ordinary Shares to any Person that is not a Well-Informed Investor (except where the Transfer is to the General Partner or to any other Person who is involved in the management of the Fund at the time of the Transfer); or

(ii) prohibit and refuse to register any Transfer by an Investor of Ordinary Shares which might have an adverse effect on the Fund or any of the Shareholders, including but not limited to, as a result of any regulatory and/or tax consequences (although there is no obligation on the General Partner or the Fund to verify prior to consenting to a Transfer by an Investor of Ordinary Shares whether such Transfer would have any adverse effect on any of the Fund or the Shareholders).

##### **10.2 Process for Transfer of Ordinary Shares**

###### **10.2.1 Notice of the Transfer**

(a) Any Investor (a "Proposed Transferor") intending to Transfer all or a portion of its Ordinary Shares (a "Proposed Transfer") to another Investor (including an existing Shareholder) must notify the General Partner of the Proposed Transfer by registered letter with acknowledgement of receipt (the "Transfer Notice").

(b) The Transfer Notice must include the following information:

- (i) the number of Ordinary Shares subject to the Proposed Transfer (the "Transferred Shares");
- (ii) the Compartment, Class and/or the Series (if any) to which the Transferred Shares relate;
- (iii) the price and any other material conditions or terms at which the transferee proposes to Transfer the Transferred Shares;
- (iv) the name, postal address and tax domicile of the Proposed Transferor and the transferee; and
- (v) a representation and warranty given by the transferee to such Persons as the General Partner requires that such transferee is a Well-Informed Investor.

(c) Unless otherwise specified in these Articles, any Transfer of Ordinary Shares requires the prior written consent of the General Partner, such consent not to be unreasonably withheld.

#### 10.2.2 Transfer of Ordinary Shares belonging to VAG Investors

(a) Notwithstanding any provision to the contrary contained in these Articles, any Transfer of Ordinary Shares belonging to the tied assets of an Investor which is (by law or otherwise) subject to the provisions of the German Insurance Supervisory Act (Versicherungsaufsichtsgesetz, "VAG") and/or the related Ordinance of the Investment of Tied Assets (the "VAG Investor") shall only be valid upon the prior written consent of the nominee appointed pursuant to Section 70 et seq. of the VAG for the tied assets of the VAG Investor, or its deputy.

(b) Subject to Article 10.2.5(a) (Transfers), the General Partner may not object to a Transfer of the Ordinary Shares held by a VAG Investor to a transferee meeting the requirements under Article 10.2.5(a) (Transfers) (an "Eligible Transferee"). A VAG Investor's Transfer shall be valid upon agreement of the Transfer between the transferring VAG Investor and an Eligible Transferee provided that the Transfer also meets the requirements under Article 10.2.5(a) (Transfers). The General Partner's right to take the statutory remedies in the event that any such Transfer violates mandatory statutory provisions or constitutes good cause because of substantially detrimental consequences for the Fund shall remain unaffected.

(c) Notwithstanding subparagraphs (a) and (b) above, a VAG Investor which wishes to transfer all or part of its Ordinary Shares pursuant to this Article 10.2.2 (Transfer of Ordinary Shares belonging to VAG Investors) shall comply with the process described in Article 10.2.1 (Notice of Transfer).

#### 10.2.3 Transfer of Ordinary Shares belonging to a member of the 3i Group or a 3i Person

The prior written consent of the General Partner shall not be required for any Transfer of the Ordinary Shares held by an Investor that is a member of the 3i Group or a 3i Person to any Person, provided that the transferee and the Transfer satisfies the requirements under Articles 10.2.5(a) (Transfers Generally) of these Articles and the member of the 3i Group or 3i Person wishing to make the Transfer complies with the process described in Article 10.2.1 (Notice of Transfer).

#### 10.2.4 Expenses

Each Proposed Transferor shall pay all expenses, including legal fees, incurred by the Fund or the General Partner in connection with the Transfer of its Ordinary Shares, unless the relevant transferee accepts to bear such expenses with the General Partner's consent. The General Partner may also receive and retain payment from a transferor, negotiated by mutual agreement, if such transferor requires its assistance to find a transferee for its Ordinary Shares.

#### 10.2.5 Transfers Generally

(a) Notwithstanding any provision to the contrary contained in these Articles, any Transfer of Ordinary Shares (including Article 10.2.2 (Transfer of Ordinary Shares belonging to VAG Investors)) to a transferee shall only become effective if:

- (i) the General Partner, for itself and on behalf of the Registrar and Administrator has received all documents, opinions, instruments and certificates as may be reasonably requested by the General Partner to admit the transferee as a Shareholder and Investor of the Fund and to establish the transferee's consent to be bound by all the provisions of these Articles, the Prospectus, the transferor's relevant Application Form, including a written commitment to take over all the obligations of the transferor with respect to the Fund and a certificate or representation to the effect that the representations set out in such Application Form are (except as otherwise disclosed to and consented to by the General Partner) true and accurate with respect to such transferee as of the date of such Transfer and the General Partner may require the transferee to give such further warranties, indemnities, consents and authorisation as the General Partner may reasonably determine (including, without limitation, in the event of a proposed Transfer of an Ordinary Share to a US Person);
- (ii) upon reasonable request by the General Partner, the transferee has delivered to the General Partner a legal opinion which is reasonably satisfactory to the General Partner;
- (iii) the transferee is a Well-Informed Investor (except where the Transfer is to the General Partner or to any other Person who is involved in the management of the Fund at the time of the Transfer);
- (iv) the transferor or the transferee has paid all the expenses in accordance with Article 10.2.4 (Expenses);
- (v) such Transfer would not cause the Fund, any Portfolio Investment, the Investment Manager, the General Partner or any of their respective Affiliates, to be in breach, or otherwise be adversely affected as a result of the provisions of

any applicable law, regulation or rule (as in effect on the date of the Transfer or as may be in effect at any time in the future) as reasonably determined by the General Partner;

(vi) the General Partner considers that the Transfer will not result in:

(A) all or any portion of the assets of the Fund constituting ERISA Plan Assets of any existing or contemplated ERISA Investor or being subject to the provisions of ERISA or the Code; and

(B) the General Partner or the Investment Manager becoming a fiduciary with respect to any existing or contemplated ERISA Investor pursuant to ERISA or otherwise (for which purpose any proposed transferee of Ordinary Shares will be required to confirm to the General Partner the extent to which it is a "benefit plan investor" within the meaning of the ERISA Plan Assets Regulations);

(vii) the General Partner considers that the effect of the Transfer will not result in:

(A) a violation of the US Securities Act or any applicable securities or "Blue Sky" law of any of the States of the United States or the violation of the securities laws of any other jurisdiction; and

(B) the Fund becoming subject to the US Investment Company Act; and

(viii) the transferee has complied with all the applicable transfer restrictions as set out in these Articles and the Prospectus.

(b) The General Partner may withhold its consent to the Transfer under Article 10.2.1(c) (Notice of the Transfer), and to register any transferee as a Investor in the Register if any of the above conditions are not satisfied.

(c) Any Transfer of registered Ordinary Shares shall take effect from the time that the transfer documentation is signed by the General Partner or by any other Person(s) appointed for this purpose by the General Partner and the Transfer is entered into the Register.

#### 10.2.6 Transfer of the Management Share(s)

The General Partner shall not Transfer the Management Share except in accordance with the terms of these Articles or the Prospectus and subject always to complying with the SIF Law and the prior consent of the CSSF.

#### **Art. 11. Forced Transfer or Redemption.**

(a) Each Investor irrevocably agrees to sell all or some of its Ordinary Shares to the General Partner or any Person nominated by the General Partner in writing (the "Purchase Option"), subject to the terms and the conditions provided in these Articles.

(b) The General Partner accepts each such Purchase Option as a unilateral irrevocable undertaking to sell on the part of the Investor with no obligation to purchase on the part of the General Partner and the General Partner reserves the right to exercise such Purchase Option.

(c) Each Investor is bound by such Purchase Option until the closure of the liquidation of the Fund or of any relevant Compartment (if more than one) to which the Ordinary Shares relate, as the case may be. No Investor may revoke such Purchase Option and the sale of the relevant Ordinary Shares will be effective between the Investor and the purchaser as soon as the General Partner has exercised such Purchase Option without the need for any consent from the Investor. Such Purchase Option granted to the General Partner may be exercised at any time, until the closure of the liquidation of the Fund or of the relevant Compartment to which the Ordinary Shares relate, as the case may be.

(d) The General Partner may nominate any Person in writing to exercise the General Partner's rights arising from subparagraphs (a)-(c) above at any time on or before the time the General Partner exercises such Purchase Option.

(e) The General Partner shall have the right to exercise a Purchase Option if the General Partner determines at any time that (i) an Investor ceases to be or is found not to be a Well-Informed Investor; or (ii) an Investor has made or been deemed to have made an ERISA related representation that is false or misleading or whose beneficial ownership of the Ordinary Shares it holds means there is a material likelihood that the assets of the Fund may be characterised as ERISA Plan Assets or causes a violation of the 25 per cent. limitation; or (iii) an Investor is a Recalcitrant Investor; or (iv) the General Partner or the Fund is, or will likely be, required to remove the Investor pursuant to the Foreign Account Tax Compliance Provisions; or (v) an Investor has failed to provide information to the General Partner in order for the General Partner or the Fund to be able to comply with any tax requirement whether statutory or otherwise or to permit any payment to be made without any withholding deduction; or (vi) an Investor's status or failure to provide information to the General Partner results (or is likely to result) in the General Partner or the Fund (or any affiliate of either of them) being unable to comply with any tax requirement whether statutory or otherwise or causes (or is likely to cause) any payment to be made by it or to it to be subject to any withholding deduction; or (vii) by virtue of the Investor holding Ordinary Shares, there is a material likelihood that the Fund or any Shareholder may be subject to a requirement to register under the US Investment Company Act; or (viii) an Investor's continuance is, or will be, a breach of applicable law or regulation; or (ix) an Investor is or will be in breach of its obligations under these Articles, the Prospectus or its Application Form (any such person referred to in (i) to (ix) being a "Non-Permitted Investor").

(f) The General Partner shall notify the Non-Permitted Investor (the "Call Notice") of the exercise of the Purchase Option and of its intent that it or such Person as it may nominate under subparagraph (d) above in such Call Notice shall purchase all or some of the Ordinary Shares held by such Non-Permitted Investor. The General Partner or its nominee

will indicate in the Call Notice the number of Ordinary Shares purchased, the Compartment(s), Class and Series (if any) to which they relate and the Forced Purchase Price at which the Ordinary Shares are purchased.

(g) If the General Partner or such Person as it may nominate under subparagraph (d) above notifies the Non-Permitted Investor of the exercise of the Purchase Option in accordance with this Article 11 (Forced Transfer or Redemption), and the Non-Permitted Investor fails to transfer the Ordinary Shares forthwith to the transferee, the General Partner or Person who has been nominated by the General Partner under subparagraph (d) above to acquire the Ordinary Shares, as the case may be, may pay the Forced Purchase Price as defined under subparagraph (j) below, into an escrow account held by the Custodian or any other entity designated by the General Partner. In this case, the presentation of a copy of the Call Notice and the escrow agreement shall be deemed to constitute a transfer order and shall cause the General Partner to enter the transfer in the Register and make such revisions as may be necessary to reflect the transfer and change in Investors.

(h) The Custodian shall pay the Forced Purchase Price from the escrow account to the Non-Permitted Investor as soon as practicable following the entry of the transfer of all of the Ordinary Shares that are subject to the Call Notice in the Register.

(i) The General Partner or such Person as it may nominate under subparagraph (d) above may, as an alternative to it exercising the Purchase Option, but in the circumstances set out in subparagraph (e) above, in its sole discretion require that the Fund compulsorily redeem all or some of the Non-Permitted Investor's Ordinary Shares.

(j) If the General Partner or such Person as it may nominate under subparagraph (d) above decides to proceed with such redemption or exercise the Purchase Option, such redemption or purchase shall occur at a price (the "Forced Redemption Price" or "Forced Purchase Price" respectively) of 80% of the Redemption Price per Share calculated by reference to the previous Quarterly Valuation Date (such price being deemed to be reasonable). The Fund, the General Partner and the Investment Manager shall not be liable to any Person having an interest in the Ordinary Shares redeemed or purchased as a result of any such redemption or purchase.

(k) The General Partner or such Person as it may nominate under subparagraph (d) above may postpone the payment of the Forced Redemption Price or Forced Purchase Price to the Non-Permitted Investor until any time up to the last distribution to be made to the other Investors of the relevant Compartment as the result of the liquidation of the Fund or that Compartment (if relevant).

(l) In all circumstances, the General Partner shall be entitled to deduct from the Forced Redemption Price or the Forced Purchase Price, as applicable, an amount equal to all the expenses incurred or damages suffered by the General Partner and the Fund (irrespective of the Compartment, if relevant) and the Non-Permitted Investor will be entitled to receive the balance, if any, subject to the terms of these Articles.

(m) The Non-Permitted Investor's Ordinary Shares so redeemed by the Fund will be cancelled.

#### **Art. 12. Redemption of Ordinary Shares.**

(a) Any Investor may request the redemption of all or part of its Ordinary Shares by the Fund under the terms, conditions and limits set out in the Prospectus, these Articles and by law. Any redemption request must be filed by the Investor in writing in a form approved by the General Partner, at the registered office of the Fund or with any other Person to whom the General Partner delegates the power to manage the redemption of Ordinary Shares, together with the delivery of any documents requested by the General Partner or its delegate. The General Partner may delegate to any such Person, the duty of accepting requests for redemption and effecting payment in relation thereto.

(b) The redemption price for each Ordinary Share to be redeemed on any given date shall be determined in accordance with the Prospectus (the "Redemption Price per Share"). The Redemption Price per Share may be rounded down to the nearest €0.01, as the General Partner may determine. The Redemption Price per Share shall only be paid if any documents requested by the General Partner or its delegate have been received and subject to redemptions not having been suspended pursuant to these Articles.

(c) The General Partner may determine any conditions (including the notice period, if any) required for lodging any redemption request of the Ordinary Shares as well as the period for payment of the redemption proceeds, subject to the terms of the Prospectus.

(d) Any request for redemption is revocable by an Investor in the circumstances set out in the Prospectus.

(e) Without prejudice to Article 14 (Suspension of the Calculation of the Net Asset Value) below, where the General Partner or its delegate (subject to the General Partner's approval) considers that the redemption of any particular Ordinary Shares under this Article 12 (Redemption of Ordinary Shares) may, in the General Partner's absolute discretion, materially adversely affect the remaining Shareholders as a whole, or the remaining holders of any specific Class or Classes as a whole, or if, subsequent to such redemption, the share capital of the Fund would fall below one million two hundred fifty thousand euro (EUR 1,250,000), the General Partner or its delegate may by notice to the relevant Investors suspend and/or cancel redemptions with respect to those Ordinary Shares on such further terms (if any) as it considers appropriate.

(f) The General Partner, acting on behalf of the Fund may, without prejudice to its right to exercise the Purchase Option, compulsorily redeem the Ordinary Shares of any Non-Permitted Investor in accordance with Article 11 (Forced Transfer or Redemption).

(g) Ordinary Shares that have been redeemed shall be cancelled.

(h) All redemption payments shall be made free and clear of, and without any withholding or deduction for or on account of, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Luxembourg or any other jurisdiction, or any political subdivision or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law or pursuant to a voluntary agreement entered into with a taxing authority.

(i) The Fund shall not be required to gross up any redemption payments made to an Investor and shall withhold or deduct from any such payments any amounts for or on account of tax where so required by law or pursuant to a voluntary agreement entered into with a taxing authority.

(j) In calculating the amount of any redemption payment to an Investor there shall be treated as paid an amount equal to any such taxes, duties, assessments or governmental charges withheld or deducted or required to be withheld or deducted from income allocated to that Investor and any costs, expenses or taxation payable by that Investor to the extent that those have been borne by the Fund, an Investment Holding Vehicle, the General Partner or the Investment Manager.

**Art. 13. Calculation of the Net Asset Value.**

(a) The net asset value (the "Net Asset Value") of the Shares of each Class or each Compartment will be calculated in accordance with this Article 13 (Calculation of the Net Asset Value).

(b) The Net Asset Value of Shares will be calculated in Euros, at the minimum frequency specified in the Prospectus.

(c) The Net Asset Value per Share of each Class for each Compartment will be calculated to the nearest €0.01 by dividing the value of the total assets of the Compartment allocated to such Class less the liabilities of that Compartment allocated to such Class by the total number of Shares of such Class outstanding on the relevant Quarterly Valuation Date.

(d) The Net Asset Value of each Compartment will be calculated as the Net Asset Value per Share of each Class for that Compartment, multiplied by the number of Shares of each of those Classes in issue which relate to that Compartment.

(e) Each Shareholder participates in the Fund according to the distribution and allocation provisions attributable to each Share pursuant to these Articles and the provisions of the Prospectus.

(f) The valuation of the Fund's assets will be determined as follows:

(i) where available, the valuation of Portfolio Investments will be compiled using market prices for those Portfolio Investments as at the relevant valuation date as reported by Markit or another reputable financial information services provider selected by the General Partner from time to time;

(ii) where no such market prices are available from Markit or such other financial information services provider that has been selected by the General Partner pursuant to (i) above, then individual Portfolio Investments will be valued on a discounted cash flow basis, using discount rates commensurate with the Investee Companies' credit rating in each case as at the relevant valuation date; and

(iii) Cash and Near Cash Assets will be valued at 100% of face value.

(g) In determining the liabilities of the Fund, the Fund or its duly appointed agent shall take into account, inter alia, all expenses and liabilities paid or payable over or in respect of the relevant period directly or indirectly by the Fund, including but not be limited to:

(i) fees and expenses payable to the General Partner, Investment Manager, the Custodian and its correspondents, the Registrar and Administrator, any listing agent, any permanent representatives in places of registration, as well as to any other agent appointed by the Fund or to the 3i Group, and permitted expenses referred to in Article 15(b) (General Partner);

(ii) insurance premiums for the insurance coverage relating to the liability of directors and employees of the General Partner or an Investment Holding Company or any third parties appointed by the Fund or the General Partner;

(iii) legal fees and expenses;

(iv) taxes and other governmental charges, fees and duties directly or indirectly payable by the Fund (including VAT), other than taxes withheld from distributions to Investors or otherwise payable by Shareholders;

(v) accounting and consulting fees and expenses;

(vi) auditors' fees and expenses;

(vii) litigation costs incurred by the General Partner with respect to the Fund;

(viii) expenses incurred in relation to Shareholders' meetings and the reports prepared on their behalf;

(ix) expenses incurred in preparing, printing, advertising and distributing prospectuses, explanatory memoranda, periodical reports or registration statements;

(x) valuation expenses and expenses incurred in determining the Net Asset Value;

(xi) expenses incurred in publishing issuance and redemption prices;

(xii) bank charges, including expenses incurred in connection with currency conversion and brokerage activities;

(xiii) interest on permitted borrowings;

(xiv) indemnification expenses referred to in Article 19 (Indemnification);



(xv) costs of winding up and liquidating the Fund or any Compartment (if more than one);

(xvi) all expenses and costs (including all registration expenses and professional fees) directly or indirectly incurred in connection with the identification, evaluation, negotiation, acquisition, holding and disposal of Portfolio Investments by the Fund, whether or not completed, including but not limited to accounting, legal and tax fees and expenses, directors' fees of the General Partner or any Investment Holding Vehicle, taxes and other governmental charges, fees and duties, including registration charges, and litigation costs;

(xvii) all permitted expenses incurred in relation to the creation and marketing of the Fund, and any Investment Holding Vehicle including but not limited to legal, tax and accounting fees and expenses, reasonable travel expenses, auditors' and consultants' fees and expenses, and placement fees and expenses;

(xviii) any fees and expenses involved in registering and maintaining the registration of the Fund with any government agencies or stock exchanges in the Grand Duchy of Luxembourg and in any other country;

(xix) postage, telephone and telex costs;

(xx) costs and expenses that are classified as extraordinary expenses under generally accepted accounting principles in Luxembourg (except where determined by the General Partner, in consultation with the Fund's auditors, as not being appropriate); and

(xxi) any other costs and expenses payable directly or indirectly by the Fund under Article 21 (Costs and Expenses).

(h) Shareholders acknowledge that special provisions set out in the Prospectus apply in the calculation of the Net Asset Value for the purposes of determining the issue price of any Ordinary Shares, the Management Fee, the Incentive Fee and the Redemption Price per Share.

#### **Art. 14. Suspension of Calculation of the Net Asset Value.**

(a) The General Partner may suspend calculation of the Net Asset Value of the Fund and the Shares, and so suspend the calculation of any price or fee, and any related issue, redemption, sale or payment of such fee derived from it (including the issue price of any Ordinary Shares, the Management Fee, the Incentive Fee and the Redemption Price per Share) in the following circumstances:

(i) when a Force Majeure Event has occurred and is continuing following which it is impracticable for the Fund to dispose of or value all or a substantial part of any relevant assets;

(ii) when the means of usually determining, or the means of usually communicating, the price or value of a relevant Portfolio Investment is out of service or otherwise unavailable; or

(iii) when, for any other reason, the value of any relevant Portfolio Investment cannot in the opinion of the General Partner be determined promptly or accurately.

(b) The General Partner will notify any Investor affected by such a suspension as soon as practicable.

(c) Following the end of any suspension under this Article 14 (Suspension of Calculation of the Net Asset Value), the General Partner will action any subscription, redemption, transfer or payment that was affected by the suspension, in such manner as the General Partner considers appropriate, in priority to other subsequent subscriptions, redemptions, transfers or payments (as the case may be).

#### **Art. 15. General Partner.**

(a) The general partner, Palace Street II (the "General Partner"), shall manage the Fund in accordance with these Articles, the Prospectus and any requirements of mandatory law, and will monitor the management of the Portfolio Investments held by the Fund or any Investment Holding Vehicle. Unless otherwise provided by the Articles, the Prospectus (including any circumstances in which the General Partner's power to acquire or fund any new Portfolio Investment may be suspended) and mandatory law, the General Partner shall have the broadest powers to perform all acts of administration and disposition of the Fund provided that the authority of the General Partner shall be limited to the Fund's assets.

(b) The General Partner and/or the Investment Manager shall be entitled to receive a management fee (the "Management Fee") and the Investment Manager shall be entitled to receive an incentive fee (the "Incentive Fee") out of the assets of the Fund and/or any Investment Holding Vehicle, calculable and payable in accordance with the Prospectus and the IAMA. The 3i Group shall also be entitled to be reimbursed directly or indirectly by the Fund for all out of pocket expenses incurred by any member of the 3i Group for the benefit of the Fund or an Investment Holding Vehicle including, for the avoidance of doubt, any directors' fees of the General Partner but excluding any other day-to-day expenses of the General Partner or any other member of the 3i Group (including the Investment Manager) such as the costs of their employees, office rent and other overheads.

(c) If any members of the 3i Group (or any of their directors or employees) receive fees from an Investee Company in respect of a Portfolio Investment, the General Partner shall procure that the amount of any such fees (net of any tax suffered or to be suffered thereon by any member of the 3i Group) shall either be (i) paid to the Fund by the next Quarterly Valuation Date or (ii) deducted from the Management Fee.

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



(e) The General Partner shall have the power to cause the Fund or an Investment Holding Vehicle to enter into a Short Term Borrowing Facility and/or to grant any security over the assets of the Fund for such borrowings, but shall not otherwise cause the Fund or an Investment Holding Vehicle to borrow. If an Investment Holding Vehicle enters into a Short Term Borrowing Facility the General Partner shall have the power to cause the Fund to guarantee, or to grant any security over the assets of the Fund for, the obligations of that Investment Holding Vehicle in respect of that Short Term Borrowing Facility to the extent of obligations that the Fund would be entitled to enter into under a Short Term Borrowing Facility as borrower pursuant to these Articles.

(f) Subject always to the restrictions contained in these Articles (including the Investment Restrictions), the Prospectus (including any circumstances in which the General Partner's power to acquire or fund any Portfolio Investment may be suspended) and mandatory law, the General Partner shall have, in particular, the broadest powers to implement the Investment Policy, as well as the course of conduct of the management and business affairs of the Fund and to manage the investments for the account of the Fund with a view to achieving the investment strategy contained in the Prospectus.

(g) The authority of the General Partner shall terminate automatically (in favour of any new general partner) upon its removal from the Fund under the terms of these Articles and the Prospectus.

(h) The General Partner shall have the power to take such action necessary or advisable to mitigate withholding or other taxes, including without limitation by complying with the reporting requirements of the EU Savings Directive (Council Directive 2003/48/EC) and/or the Foreign Account Tax Compliance Provisions or by entering into and performing its obligations under agreements with any tax authority.

(i) Each Investor will, on request, provide promptly to the General Partner such information as the General Partner may in its absolute discretion require in order to enable the General Partner, the Investment Manager or any other person to comply with any provision of the EU Savings Directive (Council Directive 2003/48/EC), the Foreign Account Tax Compliance Provisions or any other legal requirement or law or to permit any payment to be made without any deduction of tax under any such provision or to reclaim any form of withholding tax and each Shareholder hereby authorises the General Partner and its agents to disclose such information to any governmental, regulatory, taxation or court authority whether or not such disclosure is legally required.

(j) The General Partner will not cause the Fund to (directly or through an Investment Holding Vehicle) enter into a binding commitment (whether conditionally or otherwise) to acquire or fund a Portfolio Investment if such Portfolio Investment will fall outside the investment policy set out in the Prospectus (the "Investment Policy") or the eligibility criteria set out in the Prospectus (the "Eligibility Criteria"), or breach one or more of the investment restrictions set out in the Prospectus (together the "Investment Restrictions").

(k) Notwithstanding anything to the contrary in these Articles, the Fund will adhere to the principle of risk spreading as interpreted from time to time by the CSSF.

(l) The General Partner may not voluntarily dissolve, or withdraw, retire or resign as general partner of the Fund without a resolution of the Shareholders passed in accordance with Luxembourg law at a meeting of Shareholders convened in accordance Article 25 (General Meeting of Shareholders) (provided that, so far as practicable, the 3i Group will cast its votes in proportion to the votes cast for and against the resolution by the other Investors, the General Partner shall abstain from voting in relation to the vote carried by the Management Share and the approval of the General Partner, in its capacity as general partner of the Fund, shall not be required for such resolution to be passed), subject always to the SIF Law, including the prior consent of the CSSF.

(m) The General Partner shall use all reasonable endeavours, consistent with the objectives of the Fund and the other terms of these Articles and the Prospectus, to conduct the activities of the Fund so as not to cause any Investor (or any partner of an Investor that is itself a partnership) that is not a United States Person (within the meaning of Section 7701 of the Code) to be deemed solely as a result of such Investor's investment in the Fund, to be engaged in a "trade or business within the United States" within the meaning of Section 871 and 872 of the Code.

## **Art. 16. Removal of General Partner.**

### **16.1 Removal for a Cause Event**

(a) At a general meeting of Shareholders convened in accordance with Article 25 (General Meeting of Shareholders), Shareholders may, by a shareholder resolution passed by a Standard Majority (provided that, so far as practicable, the 3i Group will cast its votes in proportion to the votes cast for and against the resolution by the other Investors, the General Partner shall abstain from voting in relation to the vote carried by the Management Share and the approval of the General Partner, in its capacity as general partner of the Fund, shall not be required for such resolution to be passed), require the removal of the General Partner (and, if so, the appointment of the Investment Manager as investment adviser and investment manager in respect of the Fund and the Investment Holding Vehicles respectively shall automatically terminate) and the appointment of a new general partner of the Fund (subject always to the provisions of the SIF Law, including the prior consent of the CSSF) if a Cause Event has occurred.

(b) For the purposes of this Article 16.1 (Removal for a Cause Event), "Cause Event" means any one of the following events:

(i) the General Partner having materially breached the terms of these Articles or the Prospectus or the Investment Manager having breached the terms of the IAMA, which breach has not been remedied within 30 days after written notice

of such breach has been served on the General Partner or the Investment Manager (as the case may be) by the Fund or any Investor;

(ii) the gross negligence of the General Partner or the Investment Manager in connection with the operation of, or advice given to, the Fund or an Investment Holding Vehicle;

(iii) the fraud of the General Partner or the Investment Manager in connection with the operation of, or advice given to, the Fund or an Investment Holding Vehicle;

(iv) the wilful illegal act, wilful default, bad faith or professional misconduct of the General Partner or the Investment Manager in connection with the operation of, or advice given to, the Fund or an Investment Holding Vehicle;

(v) the granting of a permanent injunction, or determination by a relevant securities authority against the General Partner or the Investment Manager which materially and adversely affects their ability to carry out its duties under these Articles, the Prospectus or the IAMA; or

(vi) the granting of a preliminary or permanent injunction or the making of any order, judgment, or decree or other determination of any court or regulatory authority of competent jurisdiction against the General Partner or the Investment Manager which has the effect of preventing the General Partner or the Investment Manager from engaging in or continuing any conduct or practice in connection with the activities of the Fund or an Investment Holding Vehicle or performing their duties under these Articles, the Prospectus or the IAMA,

which, in each case, has a material and adverse effect on the Fund, provided that:

(y) written notice shall have been given by Investors which hold over 50% by number of the Ordinary Shares in issue of the Fund (excluding for the calculation of such threshold the Ordinary Shares held by members of the 3i Group) to the General Partner and/or the Investment Manager specifying that a Cause Event has occurred; and

(z) if the General Partner or the Investment Manager disputes that a Cause Event has occurred, such dispute being notified to Investors within 20 Business Days of receiving notice under (y) above, an Expert shall be appointed to determine whether a Cause Event has occurred. In making such determination the Expert shall act as an expert and not as an arbitrator and his decision shall be final and binding. If the Expert decides that a Cause Event has occurred, the General Partner shall forthwith convene a general meeting of Shareholders pursuant to Article 25 (General Meeting of Shareholders) for the purposes of considering, and if thought fit, passing the resolution referred to in subparagraph (a) above.

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

#### 16.2 Removal for no fault

Shareholders may, by a shareholder resolution passed by a Special Majority (provided that, so far as practicable, the 3i Group will cast its votes in proportion to the votes cast for and against the resolution by the other Investors, the General Partner shall abstain from voting in relation to the vote carried by the Management Share), remove the General Partner (and, if so, the appointment of the Investment Manager as investment adviser and investment manager in respect of the Fund and the Investment Holding Vehicles respectively shall automatically terminate) and appoint a new general partner (subject always to the provisions of the SIF Law, including the prior consent of the CSSF) on any Quarterly Valuation Date on or after the second anniversary of the date of the First Closing by serving at least 90 days' written notice on the General Partner to expire on such Quarterly Valuation Date.

#### 16.3 Position of 3i Group and 3i Persons following Removal

(a) If the General Partner is removed pursuant to this Article 16 (Removal of General Partner):

(i) the General Partner and/or the Investment Manager shall be entitled to receive from the Fund and/or an Investment Holding Vehicle (without double counting) all Management Fees and Incentive Fees payable up to and including the removal date (and in the event that the removal date is not on a Quarterly Valuation Date, such pro rata share of the Management Fee and Incentive Fee that would have been payable on the next following Quarterly Valuation Date, calculated by reference to the number of days of the quarter ending on that Quarterly Valuation Date that the General Partner was the general partner of the Fund and the number of days of such quarter remaining after the removal date) and, if such removal is pursuant to Article 16.2 (Removal for no fault), an amount equal to 12 months' Management Fee determined on the basis of the then current Management Fee as at the removal date and the 3i Group shall be entitled to receive any expenses incurred by it prior to the removal date which are reimbursable to it under these Articles (and which have not previously been reimbursed to it) by the Fund, such amounts to be paid by the new general partner, acting on behalf of the Fund, within 30 days of the removal date;

(ii) the General Partner shall procure that the Management Share held by it at the time it is removed from office is forthwith transferred to the new general partner of the Fund, and shall effect all acts and sign all contracts and deeds and in general do all things that may be reasonably necessary to implement such transfer and the new general partner of the Fund shall assume all of the General Partner's obligations to the Fund and the Investors and the new general partner of the Fund shall procure that the Fund shall:

(A) cease to use the name "Palace Street";

(B) cease to use any printed materials referring to "Palace Street" or any member of the 3i Group; and

(C) cease to do anything which would suggest a continuing association with the 3i Group;

(iii) the General Partner, the 3i Group, all 3i Persons and all other Indemnified Parties shall continue to be afforded the protections set out in these Articles following the removal of the General Partner (including, without limitation, the rights set out in this Article 16 (Removal of General Partner) and the right to the limitation of liability and indemnification set out in Article 19 (Indemnification)) regardless of any subsequent amendment to these Articles or the Prospectus and the General Partner may at any time prior to its removal enter into any agreement or instrument as it may determine for the purpose of conferring this benefit on the relevant Persons and the new general partner of the Fund shall exercise to the fullest extent its rights as general partner in order to fulfil such rights;

(iv) each member of the 3i Group which holds, and any 3i Person who holds, Ordinary Shares at such time may require the new general partner, by written notice, to redeem all or some of its Ordinary Shares (at the absolute discretion of each such Investor), any such redemption to be made by the new general partner within the ten Business Day period following receipt of any such notice at the full (i.e. non-discounted) Redemption Price per Share calculated as at the date on which the General Partner was removed. For the avoidance of doubt, the new general partner shall have no right to suspend or cancel any such redemption right except if it is required to do so to comply with applicable Luxembourg law.

#### **Art. 17. Specific Actions by the General Partner.**

(a) The General Partner shall have complete discretion and full power, authority and right to represent and bind the Fund.

(b) The General Partner is authorised to execute, sign, seal and deliver in the name and on behalf of the Fund any and all agreements, certificates, instruments or other documents necessary to carry out the activities of the Fund.

(c) The Fund shall be validly bound by the sole signature of the General Partner executing, signing and delivering in the name and on behalf of the Fund under subparagraph (a) above, acting through one or more duly authorised signatories, as designated by the General Partner in its sole discretion, or by the signature(s) of any other Person(s) to whom signatory power has been delegated by the General Partner, within the limits of such power.

(d) The General Partner may, from time to time and provided that it remains ultimately responsible, appoint such officers or agents, including as committees, of the Fund which it reasonably considers necessary for the operation and management of the Fund, provided however that the Investors may not act on behalf of the Fund.

(e) The General Partner may, in its sole discretion, enter into, terminate, modify or amend any service, advisory, management or other agreement entered into in the name and on behalf of the Fund (including the IAMA) provided that if any such action results in an increased fee being payable by the Fund or an Investment Holding Company to the Investment Manager or has a material adverse effect on the Fund or an Investment Holding Vehicle beyond the position set out in these Articles, the Prospectus or the IAMA, such action must be first approved by the Shareholders by Standard Majority.

(f) The General Partner shall appoint the Investment Manager under the IAMA on or around the date of the Fund's First Closing. The General Partner shall be entitled, from time to time, to appoint a member of the 3i Group to act as a replacement investment manager (provided that the General Partner notifies the Investors of any such replacement appointment) or such other Person as may be approved by a shareholder resolution passed by a Standard Majority at a meeting of Shareholders convened in accordance with Article 25 (General Meeting of Shareholders) (subject in each case to the provision of the SIF Law, including the prior consent of the CSSF) and enter into an advisory and management agreement with such replacement investment manager provided that if the terms of any such replacement advisory and management agreement are materially more favourable to the replacement investment manager compared to the advisory and management agreement in place at that time with the outgoing investment manager, such agreement must be approved by the Shareholders by Standard Majority at a meeting of Shareholders convened in accordance with Article 25 (General Meeting of Shareholders) (subject to the provisions of the SIF Law, including the prior consent of the CSSF).

(g) Any documentation, analysis, data or other information gathered or produced by the General Partner in connection with the management of the Fund shall be the property of the General Partner.

#### **Art. 18. Investor Committee.**

(a) The Fund shall establish an investor committee that complies with this Article 18 (Investor Committee) (the "Investor Committee"). Appointments to the Investor Committee shall be made by the General Partner at its discretion. The General Partner shall convene meetings of the Investor Committee at least annually, but otherwise as it considers appropriate (or such meetings of the Investor Committee may be convened by any three members of the Investor Committee) to carry out the following tasks:

(i) to review with the General Partner the progress of the Fund generally in achieving its Investment Objective and its investment performance;

(ii) to review any actual or potential conflicts of interest between the 3i Group on the one hand and the Fund and/or the Investment Holding Vehicles on the other (as provided for in the Prospectus) that are referred to the Investor Committee by the General Partner pursuant to Article 20 (Conflicts of Interest) and the Prospectus; and

(iii) to consider and, if thought appropriate, approve any addition or replacement key executive nominated by the General Partner pursuant to the Prospectus,

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

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

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

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

(iii) any Investor who has a representative as a member of the Investor Committee but which has an interest which may conflict with that of the Fund or an Investment Holding Vehicle in respect of any matter required to be considered by the Investor Committee shall declare the nature of that interest to the Investor Committee and abstain from voting on the matter. Subject to that, such representatives shall be entitled to take into account their own interests or the interests of the Investor of which they are a representative when exercising their votes on the Investor Committee.

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

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

#### **Art. 19. Indemnification.**

##### **19.1 Limitation of Liability**

(a) None of the General Partner, the Investment Manager nor any other member of the 3i Group, the Registrar and Administrator, the Custodian, each of the current and former shareholders, officers, directors, employees, partners, members, managers and agents of any of them, and any other person designated by the General Partner as a relevant person who serves at the request of the General Partner on behalf of the Fund as an officer, director, employee, partner, member or agent of any Investment Holding Vehicle or any Investee Company; and members of the Investor Committee (each an "Indemnified Party"), shall to the maximum extent permitted by law be liable to the Fund or to any Shareholder for any act or omission of the Indemnified Parties in connection with the conduct of the affairs of the Fund or otherwise in connection with these Articles, the Prospectus or any Application Form or the IAMA or the matters contemplated herein or therein, unless it is determined by any court or governmental body of competent jurisdiction in a final judgment not subject to appeal that in the case of an Indemnified Party other than a member of the Investor Committee such act or omission resulted directly from the Indemnified Party's (i) fraud; (ii) bad faith; (iii) wilful misconduct towards the Fund; (iv) illegal acts, unless there was no reasonable cause for the Indemnified Party to believe that its conduct was illegal; (v) gross negligence; or (vi) material breach of these Articles, the Prospectus, any Application Form or the IAMA, and, in the case of an Indemnified Party who is or was a member of the Investor Committee, such act or omission resulted directly from the Indemnified Party's (i) fraud; (ii) illegal acts, unless there was no reasonable cause for the Indemnified Party to believe that its conduct was illegal; (iii) wilful misconduct towards the Fund; or (iv) gross negligence. In addition, no Indemnified Party shall be liable to the Fund or to any Shareholder for any mistake, negligence, dishonesty or bad faith of any broker, advisor or agent of the Fund selected with reasonable care by that Indemnified Party.

(b) To the extent that, at law or otherwise, the Indemnified Parties have duties and liabilities relating to the Fund or to any Shareholder, such Indemnified Parties acting in accordance with the terms of these Articles, the Prospectus, any Application Form or the IAMA shall not be liable to the Fund or any Shareholder for their good faith reliance on the provisions of such documents. The provisions of such documents, to the extent that they expand or restrict the duties and liabilities of such Indemnified Parties existing at law or otherwise are agreed by the Fund and the Shareholders to modify to that extent such other duties and liabilities of such Indemnified Parties.

##### **19.2 Indemnification**

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

(i) an Indemnified Party (other than a member of the Investor Committee) shall not be entitled to indemnification hereunder to the extent it is determined by any court or governmental body of competent jurisdiction in a final judgment not subject to appeal that such Losses resulted directly from the Indemnified Party's (i) fraud; (ii) bad faith; (iii) wilful misconduct towards the Fund; (iv) illegal acts, unless there was no reasonable cause for the Indemnified Party to believe that its conduct was illegal; (v) gross negligence; or (vi) material breach of these Articles, the Prospectus, any Application Form or the IAMA; and

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

(b) In addition to the foregoing, each of the Indemnified Parties shall be indemnified against any tax liability (including interest and penalties thereon) in respect of tax on any profits allocated to any Investor, such indemnity to be satisfied in the first instance by the Investor concerned but if not so satisfied then where the relevant Indemnified Party is entitled to be indemnified by an Investor pursuant to this Article 19 (Indemnification), it shall be entitled to be indemnified by the Fund in which event the Fund shall be subrogated to the rights of the Indemnified Party against such Investor.

(c) For the purposes of Articles 19.1(a) (Limitation of Liability) and 19.2(a) (Indemnification), the Indemnified Parties may consult with legal counsel and accountants selected by them and any act or omission suffered or taken by the Indemnified Parties on behalf of the Fund or in furtherance of the interests of the Fund in good faith and in reasonable reliance upon and in accordance with the advice of such counsel or accountants shall be full justification for any such act or omission, and the Indemnified Parties shall be fully protected in so acting or omitting to act, provided such counsel or accountants were selected with reasonable care.

(d) Any Indemnified Party seeking indemnification under this Article 19.2 (Indemnification) shall use reasonable efforts to seek indemnification for any Losses from any insurance company or other third party from whom indemnification may be sought, prior to seeking indemnification from the Fund. Any such indemnification shall reduce the amount to which such Indemnified Party is entitled pursuant to this Article 19.2 (Indemnification). If any Indemnified Party recovers any amounts in respect of any Losses from any insurance company or other third party, such Indemnified Party shall, to the extent that such recovery is duplicative of any amounts previously paid to it by the Fund under this Article 19.2 (Indemnification) in respect of such Losses, repay such amounts to the Fund.

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

(f) Promptly after receipt by an Indemnified Party of notice of the commencement of any Proceeding, such Indemnified Party shall, if a claim for indemnification in respect thereof is to be made against the Fund, give written notice to the Fund of the commencement of such Proceeding, provided that the failure of an Indemnified Party to give such notice as provided herein shall not relieve the Fund of its obligations under this Article 19.2 (Indemnification), except to the extent that the Fund is actually prejudiced by such failure to give such notice.

(g) If any such Proceeding is brought against an Indemnified Party (other than a derivative suit in right of the Fund), the Fund will be entitled to participate in and to assume the defence thereof to the extent that the Fund may wish, with counsel reasonably satisfactory to such Indemnified Party.

(h) After notice from the Fund to such Indemnified Party of the Fund's election to assume the defence of such Proceeding, the Fund will not be liable for expenses subsequently incurred by such Indemnified Party in connection with the defence thereof. The Fund will not consent to the entry of any judgement or enter into any settlement of any Proceeding that does not include as an unconditional term thereof the giving by the claimant or plaintiff of a release from all liability to such Indemnified Party in respect to such Proceeding and the related claim.

(i) The provisions of this Article 19 (Indemnification) shall continue to afford protection to each Indemnified Party regardless of whether such Indemnified Party remains in the position or capacity pursuant to which such Indemnified Party became entitled to the exclusion of liability and/or indemnification under this Article 19 (Indemnification) and regardless of any subsequent amendment to these Articles or the Prospectus, and no amendment to these Articles or the Prospectus shall reduce or restrict the extent to which these indemnification provisions apply to actions taken or omissions made prior to the date of such amendment. The General Partner may enter into any agreement or instrument as it may determine for the purpose of conferring the benefit of the exclusions of liability and the indemnities set out in this Article 19 (Indemnification) on any Indemnified Party.

(j) The right of an Indemnified Party to the indemnification provided in this Article 19.2 (Indemnification) shall be cumulative with, and in addition to, any and all rights to which such Indemnified Party may otherwise be entitled by contract or as a matter of law and shall extend to such Indemnified Party's successors, assigns, heirs and legal representatives.



**Art. 20. Conflicts of Interest.**

(a) No contract or other transaction between the Fund and any other entity shall be affected or invalidated by the fact that the General Partner, the Investment Manager or any other member of the 3i Group or any director, associate, officer, shareholder, partner, member or employee of any of them is interested in, or is a director, associate, officer, shareholder, partner, member or employee of such other entity.

(b) Any director, associate, officer, shareholder, partner, member or employee of the General Partner, the Investment Manager or any other member of the 3i Group who serves as a director, associate, shareholder, partner, member or employee of any entity with which the Fund contracts or otherwise engages in business with the Fund shall not, by reason of such affiliation with such other, be prevented from considering and voting or acting upon any matters with respect to such contract or other business for the General Partner, the Investment Manager or any other member of the 3i Group as the case may be.

(c) By subscribing for or acquiring an Ordinary Share in the Fund, each Investor will be deemed to have acknowledged the actual or potential conflicts of interest between the Fund and the Investment Holding Vehicles on one hand and the General Partner, the Investment Manager and any other member of the 3i Group and any director, associate, officer, shareholder, partner, member or employee of any of them on the other hand that are described in these Articles and/or the Prospectus and to have consented to and waived any claim with respect to or arising from the existence of such conflicts, provided such conflicts are resolved in the manner provided for in the Prospectus.

**Art. 21. Costs and Expenses.** The Fund will be responsible for (unless paid by an Investment Holding Vehicle):

(a) all placement fees incurred in relation to the offering of Ordinary Shares in the Fund provided that an amount equal to such fees shall be deducted from the Management Fee payable in respect of each quarter until such placement fees have been offset in full (provided that the Management Fee shall not at any time be reduced below zero by the deduction of such placement fees);

(b) all costs and expenses incurred by members of the 3i Group or any placement agent (other than fees as referred to in (a) above) in connection with or related to the establishment of the Fund and any Investment Holding Vehicles and the offering of Ordinary Shares in the Fund (including, but not limited to, travel, accommodation and printing expenses, and legal, statutory, regulatory and accounting fees) plus any value added tax where applicable subject to the cap set out in the Prospectus;

(c) all costs and expenses directly or indirectly related to the business and operations of the Fund and the Investment Holding Vehicle(s), including without limitation the Management Fee and Incentive Fee (but not including the overhead expenses of the General Partner other than the fees of the directors of the General Partner). Expenses of the Fund shall, without limitation, include the following:

(i) all costs and expenses incurred in relation to the calculation of Net Asset Value and the production and distribution of the reports and accounts and other information referred to in these Articles or the Prospectus including the fees of the Fund's auditors in connection therewith;

(ii) all fees and expenses charged by the Custodian, the Registrar and Administrator, lawyers, accountants, the directors of the General Partner or the Investment Holding Vehicle(s) and other professional advisers appointed by the General Partner (or on its behalf) in relation to the operation and administration of the Fund generally and its termination and winding-up and in relation to the formation, maintenance and winding up of any Investment Holding Vehicle;

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

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

(B) relating to any Short Term Borrowing Facility;

(iv) the direct or indirect cost of paying interest incurred on any permitted borrowing by the Fund or any Investment Holding Vehicle, including, without limitation, pursuant to any Short Term Borrowing Facility;

(v) all stamp and other taxes and all fees or other charges levied by any governmental agency against the Fund in connection with its Portfolio Investments or otherwise (subject to subparagraph (d) below);

(vi) the reasonable costs and expenses of general meetings of the Fund or in obtaining Shareholder consents;

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

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

(ix) all operational, statutory and regulatory costs and expenses directly related to the Fund;

(x) any costs which are incurred by the General Partner, the Investment Manager or any Investment Holding Vehicle with respect to the Fund as a result of the implementation in the United Kingdom and/or Luxembourg of the Alternative Investment Fund Managers Directive (2011/61/EC); and



(xi) any other extraordinary costs which arise out of the obligations of the General Partner and/or Investment Manager in respect of the Fund (excluding, for the avoidance of doubt, the day-to-day expenses of the General Partner or the Investment Manager, such as the costs of their employees, office rent and other overheads (other than the fees of the directors of the General Partner).

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

**Art. 22. Custodian.**

(a) The Fund will enter into a custodian and paying agent services agreement with a Luxembourg bank (the "Custodian") which meets the requirements of the Luxembourg laws and the SIF Law.

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

**Art. 23. Registrar and Administrator.**

(a) The Fund will enter into a fund administration services agreement with a Luxembourg bank (the "Registrar and Administrator") which meets the requirements of the Luxembourg laws, including the SIF Law.

(b) In the performance of its duties, the Registrar and Administrator must act independently and exclusively in the interest of the Shareholders.

**Art. 24. Independent Auditor.** The business of the Fund and its financial situation, in particular its books and accounts, shall be reviewed by an independent auditor ("réviseur d'entreprise agréé"), who need not be a Shareholder and who shall carry out the duties prescribed by the SIF Law. The independent auditor will be elected by the general meeting of Shareholders for a period not exceeding six (6) years, and will hold office until its successor is elected. The independent auditor is eligible for reappointment and may be removed at any time, with or without cause, in accordance with Luxembourg law.

**Art. 25. General Meeting of Shareholders.**

(a) The general meeting of Shareholders shall be a meeting which all Shareholders may attend and shall represent all the Shareholders of the Fund. Subject to express provisions in these Articles, it shall have the broadest powers to order, carry out or ratify acts relating to the operations of the Fund, provided that the approval of the General Partner, in its capacity as general partner of the Fund, shall be required in order for any resolution of the general meeting of Shareholders to be passed other than where such approval is expressly not required under these Articles or the Prospectus.

(b) If the Fund has more than one Compartment or Class, meetings may also be held of the Shareholders of any one or more Compartment or of any one or more Class (if any) in circumstances where the matter being considered affects the Shareholders in such Compartments or Classes.

(c) Meetings of Shareholders of the Fund shall be held when convened by the General Partner (or an administrator in the circumstances set out in Article 30(a)(ii)(B) (Dissolution of the Fund).

(d) General meetings of Shareholders shall be convened by the General Partner pursuant to a notice setting forth the agenda and sent by registered letter at least 8 days prior to the meeting to each registered Shareholder at the Shareholder's address recorded in the Register. The General Partner shall be obliged to convene a general meeting so that it is held within a period of one month if Shareholders representing 10% of the Ordinary Shares require it to do so in writing with an indication of the agenda.

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

(f) The General Partner will hold meetings of Shareholders no less frequently than annually (such meeting to be held on the second Thursday of September in each year, unless such day is not a Business Day in which case the meeting shall be held on the following Business Day) with the first such annual meeting (excluding the Fund's initial general meeting) being held on 11 September 2014, at the registered office of the Fund or at such other place as may be specified in the notice sent by the General Partner.

(g) Other general meetings of Shareholders may be held at such places and times of the day specified in their respective convening notices.

(h) Shareholders may act either in person or by giving a written proxy to another Person who need not be a Shareholder of the Fund.

(i) Any Shareholder may participate in a meeting of the Shareholders by conference call, video conference, or similar means of communications equipment subject to (i) identification of the Shareholders attending the meeting, (ii) all Persons participating in the meeting being able to hear and speak to each other, (iii) the adequate transmission of the meeting and (iv) the Shareholders being able to properly deliberate. Participation in a meeting by such means shall constitute presence of such Person at such meeting.

(j) Except as otherwise provided for in these Articles, resolutions at a meeting of the Shareholders shall be subject to the quorum and majority requirements provided for by Luxembourg law.

(k) In accordance with article 68 of the 1915 Law, any resolution of the general meeting of Shareholders of the Fund affecting the rights of the holders of Shares of any Class vis-à-vis the rights of the holders of Shares of any other Class or Classes shall be subject to a resolution of the general meeting of Shareholders of such Class or Classes. The resolutions, in order to be valid, must be adopted in compliance with the quorum and majority requirements set forth by law for the amendments to the Articles, unless specific conditions of majority, and accordingly quorum, are provided for herein with respect to a specific amendment of the Articles.

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

**Art. 26. Financial Year.** The Fund's financial year commences on 1 April of each year and ends on 31 March of the following year.

**Art. 27. Annual Report.** The Fund shall prepare and publish (i) an audited annual report within 150 days of the end of each financial year and (ii) interim reports in accordance with the Prospectus.

**Art. 28. Distributions.**

(a) The right to distributions in any form (including any distribution of dividends, proceeds, reimbursement or compulsory redemption of Ordinary Shares) of Ordinary Shares is determined by the General Partner in accordance with these Articles and the provisions of the Prospectus. No distribution shall take place if, subsequent to such distribution, the share capital of the Fund would fall below one million two hundred fifty thousand euro (EUR 1,250,000).

(b) All dividend payments shall be made free and clear of, and without any withholding or deduction for or on account of, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within Luxembourg or any other jurisdiction, or any political subdivision or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law or pursuant to a voluntary agreement entered into with a taxing authority.

(c) The Fund shall not be required to gross up any distributions made to an Investor and shall withhold or deduct from any such distributions any amounts for or on account of tax where so required by law or pursuant to a voluntary agreement entered into with a taxing authority.

(d) In calculating the amount of any distribution to an Investor there shall be treated as paid an amount equal to any such taxes, duties, assessments or governmental charges withheld or deducted or required to be withheld or deducted from income allocated to that Investor and any costs, expenses or taxation payable by that Investor to the extent that those have been borne by the Fund, an Investment Holding Vehicle, the General Partner or the Investment Manager.

**Art. 29. Amendments to the Articles of Incorporation.** Any amendment to these Articles shall be effected by a resolution of the Shareholders passed in accordance with Luxembourg law at a meeting of Shareholders convened in accordance with Article 25 (General Meeting of Shareholders) unless the matter giving rise to a requirement to amend these Articles is expressly provided for elsewhere in these Articles in which case such other Article shall govern such amendment, subject always to Luxembourg law.

**Art. 30. Dissolution of the Fund.**

(a) The Fund will continue until it is put into liquidation on the earliest to occur of:

(i) a shareholder resolution being passed at a general meeting of Shareholders convened in accordance with Article 25 (General Meeting of Shareholders) in accordance with Luxembourg law which approves the Fund being put into liquidation; and (ii) the Fund ceasing to have a general partner through the General Partner's insolvency, dissolution, liquidation, provided that the Fund will not be dissolved and liquidated if:

(A) an administrator is appointed by the Investment Manager to carry out the necessary administration of the Fund; and

(B) Shareholders appoint a substitute general partner by Standard Majority (except that the approval of the General Partner, in its capacity as general partner of the Fund, shall not be required for such resolution to be passed) at the general meeting of Shareholders convened within 15 days of the administrator's appointment,

subject always to the SIF Law, including the consent of the CSSF.

(b) In the case of dissolution of the Fund, the Shareholders shall appoint one or more liquidators in charge of the liquidation procedure in compliance with these Articles and the SIF Law.

(c) The liquidator(s) must be approved by the CSSF. The General Partner may be appointed as liquidator.

(d) The liquidator appointed in accordance with this Article 30 (Dissolution of the Fund) will be vested with the broadest powers to sell the Fund's assets, pay any creditors and distribute the remaining balance amongst the Shareholders.

(e) Liquidation proceeds which could not be distributed to the relevant Shareholders upon the conclusion of the liquidation of a Compartment or Class will be deposited with the Custodian for a period of six (6) months after the closure of the liquidation. After the expiry of such period, the assets will be deposited with the Caisse de Consignation to be held for the benefit of the relevant Shareholders. Amounts not claimed will be forfeited in accordance with Luxembourg law.

(f) Any distribution resulting from the foregoing shall be made and processed in accordance with the distribution provisions set out in the Prospectus.

**Art. 31. Applicable Law.** All matters not governed by these Articles shall be determined in accordance with the 1915 Law and the SIF Law, as such laws may be amended from time to time.

#### *Transitory provisions*

- 1.- The first accounting year will begin on the date of incorporation of the Fund and will end on 31 March 2014.
- 2.- The first annual general meeting shall be held on 11 September 2014.

#### *Subscription and Payment*

The subscribers have subscribed for the number of Shares and have paid in cash the following amounts:

Subscriber	Management Share	Ordinary Shares	Subscribed Capital (EUR)
Palace Street II . . . . .	1	1	200
3i Group plc . . . . .	0	308	30,800
Total . . . . .	1	309	31,000

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

#### *Expenses*

The permitted expenses, costs, remunerations or charges in any form whatsoever shall be borne by the Fund as a result of its formation and are estimated at approximately € 3,000.-.

#### *Statements*

The notary drawing up the present deed declares that the conditions set forth in Articles 26, 26-3 and 26-5 of the Law of August 10, 1915 on Commercial Companies, as amended, have been fulfilled and expressly bears witness to their fulfilment.

#### *General Meeting of shareholders*

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

Having first verified all Shareholders representing the entire subscribed capital of the Fund have been informed of the agenda of the meeting, have agreed to waive prior notice of such meeting and that the meeting was regularly constituted pursuant to Article 25 (General Meeting of Shareholders), the Shareholders have passed the following two resolutions by unanimous vote:

#### *First resolution*

The following entity is elected approved statutory auditor ("réviseur d'entreprises agréé") of the Fund until the next annual general meeting of Shareholders is held:

Ernst & Young, 7, Rue Gabriel Lippmann, Parc d'activité Syrdall 2, L-5365 Munsbach, Grand Duchy of Luxembourg.

#### *Second resolution*

The registered office of the Fund is fixed at 31 Z.A. Bourmicht, L-8070 Bertrange, Grand Duchy of Luxembourg.

The undersigned notary who understands and speaks English, states herewith that on request of the above appearing person, this deed, including the articles of incorporation, is worded in English.

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

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

Signé: J. RUBIO et G. LECUIT.

Enregistré à Luxembourg A.C., le 9 août 2013. Relation: LAC/2013/37513. Reçu soixante-quinze euros (75,- EUR)

Le Receveur (signé): I. THILL.

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

Luxembourg, le 20 août 2013.

Référence de publication: 2013118942/1145.

(130144662) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 août 2013.

---

**Place Ovale Holding S.A., Société Anonyme.**

Siège social: L-2540 Luxembourg, 13, rue Edward Steichen.

R.C.S. Luxembourg B 99.227.

—  
*Rectificatif qui remplace le 1<sup>ère</sup> version du 19 août déposé sous numéro L130143679*

Il résulte de la décision des associés la Société en date du 6 août 2013 que les associés ont pris acte de la démission de Franciscus Willem Josephine Johannes Welman de son fonction d'administrateur de la Société avec effet au 15 août 2013;

et ont nommé la personne suivantes en tant que administrateur de la Société à partir du 15 août 2013 et pour une durée de six années:

- Monsieur Robert van 't Hoeft, administrateur, né le 13 janvier 1958, à Schiedam (Pays Bas), résidant au 4A, Rue Bruch, L-6930 Mensdorf, Luxembourg.

Résultant des décisions susmentionnées, le Conseil d'Administration de la société est comme suit:

- M. Khadem Mohamed Matar Mohamed Al Remeithi;
- M. Khaled Mohamed Abul Husain Al Khajeh;
- M. Mohamed Ahmed Darwish Karam Al Qubaisi;
- M. Christophe Ben Naceur;
- M. Martinus Cornelis Johannes Weijermans;
- M. Marcus Jacobus Dijkerman;
- M. Robert van 't Hoeft.

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

Place Ovale Holding S.A.

Martinus Cornelis Johannes Weijermans

Référence de publication: 2013118947/26.

(130144621) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 août 2013.

---

**Matrix Technologie S.A., Société Anonyme.**

Siège social: L-9125 Schieren, 119, route de Luxembourg.

R.C.S. Luxembourg B 105.704.

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 19/08/2013.

*Pour la société*

C.F.N. GESTION S.A.

20, Esplanade - L-9227 Diekirch

Adresse postale:

B.P. 80 - L-9201 Diekirch

Signature

*Un mandataire*

Référence de publication: 2013118914/17.

(130144133) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 août 2013.

---

**EPF Fronhofer Galeria S.à r.l., Société à responsabilité limitée.****Capital social: EUR 12.500,00.**Siège social: L-2633 Senningerberg, 6, route de Trèves.  
R.C.S. Luxembourg B 117.705.

Suivant les résolutions prises par l'associé unique en date du 31 juillet 2013, il a été décidé de renouveler le mandat du réviseur d'entreprises agréé PricewaterhouseCoopers S.à r.l., RCS N°B 65477, avec siège social au 400, Route d'Esch, L-1014 Luxembourg, et qui prendra fin à l'issue de l'assemblée générale annuelle qui se tiendra en 2014.

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

Luxembourg, le 12 août 2013.

TMF Luxembourg S.A.

*Signataire autorisé*

Référence de publication: 2013116649/15.

(130141983) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 août 2013.

**EPF Garden Towers S.à r.l., Société à responsabilité limitée.****Capital social: EUR 12.500,00.**Siège social: L-2633 Senningerberg, 6, route de Trèves.  
R.C.S. Luxembourg B 120.538.

Suivant les résolutions prises par l'associé unique en date du 31 juillet 2013, il a été décidé de renouveler le mandat du réviseur d'entreprises agréé PricewaterhouseCoopers S.à r.l., RCS N°B 65477, avec siège social au 400, Route d'Esch, L-1470 Luxembourg, et qui prendra fin à l'issue de l'assemblée générale annuelle qui se tiendra en 2014.

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

Luxembourg, le 12 août 2013.

TMF Luxembourg S.A.

*Signataire autorisé*

Référence de publication: 2013116650/15.

(130141985) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 août 2013.

**EPF Harenberg City-Centre S.à r.l., Société à responsabilité limitée.****Capital social: EUR 12.500,00.**Siège social: L-2633 Senningerberg, 6, route de Trèves.  
R.C.S. Luxembourg B 120.539.

Suivant les résolutions prises par l'associé unique en date du 31 juillet 2013, il a été décidé de renouveler le mandat du réviseur d'entreprises agréé PricewaterhouseCoopers S.à r.l., RCS N°B 65477, avec siège social au 400, Route d'Esch, L-1470 Luxembourg, et qui prendra fin à l'issue de l'assemblée générale annuelle qui se tiendra en 2014.

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

Luxembourg, le 12 août 2013.

TMF Luxembourg S.A.

*Signataire autorisé*

Référence de publication: 2013116651/15.

(130141982) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 août 2013.

**Frosch Landtechnik S.à r.l., Société à responsabilité limitée.**

Siège social: L-6850 Manternach, Schorenschaff.

R.C.S. Luxembourg B 157.727.

Der Jahresabschluss vom 31.12.2012 wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.  
Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2013116671/9.

(130141750) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 août 2013.

**EPF Logistics Properties Germany (GP) S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 12.500,00.**

Siège social: L-2633 Senningerberg, 6, route de Trèves.

R.C.S. Luxembourg B 128.136.

Suivant les résolutions prises par l'associé unique en date du 31 juillet 2013, il a été décidé de renouveler le mandat du réviseur d'entreprises agréé PricewaterhouseCoopers S.à r.l., RCS N°B 65477, avec siège social au 400, Route d'Esch, L-1014 Luxembourg, et qui prendra fin à l'issue de l'assemblée générale annuelle qui se tiendra en 2014.

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

Luxembourg, le 12 août 2013.

TMF Luxembourg S.A.

*Signataire autorisé*

Référence de publication: 2013116652/15.

(130141981) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 août 2013.

---

**EPF Richmond Riverside S.à r.l., Société à responsabilité limitée.**

**Capital social: GBP 20.000,00.**

Siège social: L-2633 Senningerberg, 6, route de Trèves.

R.C.S. Luxembourg B 134.038.

Suivant les résolutions prises par l'associé unique en date du 31 juillet 2013, il a été décidé de renouveler le mandat du réviseur d'entreprises agréé PricewaterhouseCoopers S.à r.l., RCS N°B 65477, avec siège social au 400, Route d'Esch, L-1014 Luxembourg, et qui prendra fin à l'issue de l'assemblée générale annuelle qui se tiendra en 2014.

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

Luxembourg, le 12 août 2013.

TMF Luxembourg S.A.

*Signataire autorisé*

Référence de publication: 2013116653/15.

(130141980) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 août 2013.

---

**EPISODE (Luxembourg) S.à r.l., Société à responsabilité limitée.**

Siège social: L-1661 Luxembourg, 87, Grand-rue.

R.C.S. Luxembourg B 100.951.

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 EPISODE (Luxembourg) S.à r.l.*

Référence de publication: 2013116654/10.

(130141886) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 août 2013.

---

**Eyquem Fund S.C.A. Sicav-FIS, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.**

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

R.C.S. Luxembourg B 155.480.

Société anonyme fondée le 26 Août 2010 et publication dans le Mémorial C-N° 2049 du 1<sup>er</sup> octobre 2010.

Les comptes annuels de 2012 ont été clôturés au 31 Décembre 2012 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 13/08/2013.

Paddock Fund Administration

Référence de publication: 2013116659/14.

(130141947) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 août 2013.

---



**Familia Trading S.à r.l., Société à responsabilité limitée.****Capital social: EUR 336.650,00.**

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

R.C.S. Luxembourg B 179.192.

—  
Suite au transfert du siège social de la société Eldon Global Limited, intervenu en date du 22 juillet 2013, il est à noter que Eldon Global Limited, associé de la Société, a désormais pour dénomination sociale Karmon S.à r.l. SPF, ayant pour siège social le 65, boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg, immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 179.284.

Suite au transfert du siège social de la société Paragem Assets Holdings Limited, intervenu en date du 22 juillet 2013, il est à noter que la société Paragem Assets Holdings Limited, associé de la Société, a désormais pour dénomination sociale Geosh Consolidated Assets S.à r.l. SPF, ayant pour siège social le 65, boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg, immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 179.251.

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

Pour extrait conforme et sincère

Familia Trading S.à r.l.

Signature

*Un mandataire*

Référence de publication: 2013116661/22.

(130141706) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 août 2013.

---

**ETO S.A., Société Anonyme.**

Siège social: L-1911 Luxembourg, 18, rue du Laboratoire.

R.C.S. Luxembourg B 146.712.

—  
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.

*Mandataire*

Référence de publication: 2013116655/10.

(130141998) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 août 2013.

---

**Eurocost International S.A., Société Anonyme.**

Siège social: L-1430 Luxembourg, 1B, boulevard Pierre Dupong.

R.C.S. Luxembourg B 67.591.

—  
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 EUROCOST INTERNATIONAL S.A.*

Référence de publication: 2013116658/10.

(130141912) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 août 2013.

---

**Connect Ventures One S.à r.l., Société à responsabilité limitée.****Capital social: EUR 12.500,00.**

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

R.C.S. Luxembourg B 169.022.

—  
L'adresse de l'associé unique, Connect Ventures One LP, a changé et est à présent au Berkeley Square House, 2<sup>nd</sup> Floor, London, W1J6BD, Royaume Uni.

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

Luxembourg, le 12 août 2013.

Référence de publication: 2013117205/12.

(130142569) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**Bourgueil International, Société Anonyme.**

Siège social: L-2430 Luxembourg, 34, rue Michel Rodange.  
R.C.S. Luxembourg B 60.885.

—  
*Extrait du procès-verbal de l'Assemblée Générale Ordinaire des Actionnaires pour l'exercice 2012 tenue le 3 juin 2013 à 14.00 heures*

*Extrait des résolutions*

4- L'assemblée générale renouvelle les mandats des administrateurs, de l'administrateur - délégué et du commissaire aux comptes, à savoir:

*administrateurs:*

- Michel BOURKEL, adresse professionnelle 34, rue Michel Rodange, L-2430 Luxembourg;
- Alexandre VANCHERI, adresse professionnelle 34, rue Michel Rodange, L-2430 Luxembourg;
- Anique BOURKEL, adresse professionnelle 34, rue Michel Rodange, L-2430 Luxembourg;

*administrateur-délégué:*

- Michel BOURKEL, adresse professionnelle 34, rue Michel Rodange, L-2430 Luxembourg;

*commissaire aux comptes:*

- WILBUR ASSOCIATES LTD, Union Court Building, Elizabeth Avenue & Shirley Street S-E2, Nassau, Bahamas, N-8188, IBC 185200;

qui tous acceptent, pour l'exercice 2013 et jusqu'à l'assemblée générale annuelle à être tenue en 2014.

Référence de publication: 2013117191/22.

(130142776) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**B2 Holding S.A., Société Anonyme Holding.**

Siège social: L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte.  
R.C.S. Luxembourg B 94.215.

*Extrait des décisions prises par l'assemblée générale des actionnaires en date du 30 juillet 2013*

1. La cooptation comme administrateur de Madame Valérie PECHON décidée par le conseil d'administration en date du 29 novembre 2012 n'a pas été ratifiée.

2. Monsieur Hans DE GRAAF a démissionné de son mandat d'administrateur.

3. Madame Valérie BERNIS, administrateur de sociétés, née à Arlon (Belgique), le 21 février 1970, demeurant professionnellement à L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte, a été nommée comme administrateur jusqu'à l'issue de l'assemblée générale statutaire de 2015.

4. Madame Amélie BRICE, administrateur de sociétés, née à Arlon (Belgique), le 23 mai 1982, demeurant professionnellement à L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte, a été nommée comme administrateur jusqu'à l'issue de l'assemblée générale statutaire de 2015.

Luxembourg, le 13 août 2013.

Pour extrait sincère et conforme

Pour B2 HOLDING S.A.

Intertrust (Luxembourg) S.A.

Référence de publication: 2013117197/21.

(130142234) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**Consofi S.A., Société Anonyme.**

Siège social: L-1220 Luxembourg, 196, rue de Beggen.  
R.C.S. Luxembourg B 69.053.

*Extrait des Résolutions prises par l'assemblée générale des actionnaires tenue à Luxembourg le 19 juillet 2013*

«(...) Le mandat de Commissaire aux Comptes confié à la société EUROPEAN AUDIT SàRL est spécialement reconduit pour la vérification des comptes annuels arrêtés au 31/03/2014.»

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

Référence de publication: 2013117216/11.

(130142602) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**Cafor Holding S.A., Société Anonyme.**

Siège social: L-2430 Luxembourg, 34, rue Michel Rodange.

R.C.S. Luxembourg B 97.864.

—  
*Extrait du procès-verbal de l'Assemblée Générale Ordinaire des Actionnaires pour l'exercice 2012 tenue à 11.00 heures le 10 juin 2013*

*Extrait des résolutions*

4- L'assemblée générale a connaissance du changement d'adresse de l'administrateur Mme Bourkel Anique, ainsi que de l'administrateur et administrateur-délégué M. Bourkel Michel, du 8, rue Dicks au 34, rue Michel Rodange, L-2430 Luxembourg;

5- L'assemblée générale renouvelle les mandats des administrateurs, de l'administrateur-délégué et du commissaire aux comptes, à savoir:

*Administrateurs:*

Mme Bourkel Anique, 34, rue Michel Rodange, L-2430 Luxembourg;

M. Bourkel Michel, 34, rue Michel Rodange, L-2430 Luxembourg;

Gestion & Administration SA, Vaea Street, Level 2, Nia Mall, Apia, Samoa, Register of International and Foreign Companies n° 29441

*Administrateur-délégué:*

M. Bourkel Michel, 34, rue Michel Rodange, L-2430 Luxembourg;

*Commissaire aux comptes:*

Wilbur Associates Ltd, IBC 185200, Union Court Building, Elizabeth Avenue & Shirley Street S-E2, N-8188, Nassau, Bahamas;

qui tous acceptent, pour l'année 2013 et jusqu'à l'assemblée générale à tenir en 2014.

Référence de publication: 2013117208/26.

(130142916) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**Cum Grano Salis S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 39.075.875,00.**

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

R.C.S. Luxembourg B 86.375.

—  
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 extrait conforme

Référence de publication: 2013117207/10.

(130142417) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**Cepia Lux S.à r.l., Société à responsabilité limitée.**

**Capital social: USD 31.500,00.**

Siège social: L-1857 Luxembourg, 5, rue du Kiem.

R.C.S. Luxembourg B 165.964.

*Extrait du contrat de cession de parts de la Société daté du 24 mai 2012*

En vertu de l'acte de transfert de parts, daté du 24 mai 2012, Cepia, L.L.C., a transféré 31.185 de ses parts détenues dans la Société de la manière suivante:

- 31.185 parts sociales d'une valeur de 1 US Dollar chacune, à la société Cepia International S.à r.l., avec siège social à 13-15, avenue de la Liberté, L-1931 Luxembourg, enregistrée auprès du Registre de commerce et des sociétés de Luxembourg sous le numéro B 165.955.

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

Luxembourg, le 13 août 2013.

Stijn Curfs  
Mandataire

Référence de publication: 2013117199/18.

(130142590) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**Cohen & Steers SICAV, Société d'Investissement à Capital Variable.**

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

R.C.S. Luxembourg B 89.486.

Suite à l'assemblée générale ordinaire du 7 août 2013, les actionnaires de la société 'Cohen & Steers SICAV' ont pris les résolutions suivantes:

- renouvelé le mandat des membres du Conseil d'Administration de la société jusqu'à la date de la prochaine assemblée générale ordinaire qui aura lieu en 2014:

Mr. W. Joseph Houlihan,

Mr. Martin Cohen,

Mr. Robert Steers;

- reconduit le mandat de réviseur d'entreprise de PricewaterhouseCoopers S.à r.l. jusqu'à la prochaine assemblée générale des actionnaires qui aura lieu en 2014.

Luxembourg, le 13 août 2013.

Référence de publication: 2013117203/17.

(130142533) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**Charter Finance S.à.r.l., Société à responsabilité limitée.**

**Capital social: EUR 123.062.500,00.**

Siège social: L-1661 Luxembourg, 99, Grand-rue.

R.C.S. Luxembourg B 144.018.

EXTRAIT

Il résulte de la décision du 9 août 2013 de l'associé unique LIMITED LIABILITY COMPANY ESAB (OOO) ESAB, une société de droit russe, ayant son siège social au 42, Shepkina str, immeuble «bld 2A», 129110 Moscou, Russie, inscrite au registre Unified State Register of Legal Entities (OGRN) sous le numéro 002.022.122/103773958919, que l'associé unique a nommé comme nouveau gérant classe B M. Konstantin Gorbach, né le 17 septembre 1967 à Moscou et demeurant professionnellement au 42, Shepkina str, immeuble «bld 2A», 129110 Moscou, Russie, et comme nouveau gérant classe A Mme Adeline Heiderscheid, née le 21 mai 1952 à Luxembourg et demeurant professionnellement au 99, Grand-Rue, L-1661 Luxembourg avec effet au 9 août 2013.

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

Luxembourg, le 14 août 2013.

Pour la société

Référence de publication: 2013117202/19.

(130142811) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**Dotcorp Fine Art S.à r.l., Société à responsabilité limitée.**

Siège social: L-2551 Luxembourg, 125, avenue du Dix Septembre.

R.C.S. Luxembourg B 119.736.

Extrait des décisions prises par l'associée unique en date du 26 juillet 2013

1. Monsieur Philippe TOUSSAINT a démissionné de son mandat de gérant de catégorie B.

2. Monsieur Sébastien ANDRE, administrateur de sociétés, né le 29 octobre 1974 à Metz (France), demeurant professionnellement à L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte, a été nommé comme gérant de catégorie B pour une durée indéterminée.

Veillez prendre note que le gérant de catégorie A et président du conseil de gérance, Monsieur Steve Joseph ROSENBLUM, réside désormais à B-1180 Uccle (Belgique), 309, avenue Molière.

Luxembourg, le 14 août 2013.

Pour extrait/avis sincère et conforme

Pour *Dotcorp Fine Art S.à r.l.*

Intertrust (Luxembourg) S.A.

Référence de publication: 2013117232/18.

(130142416) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

**Dentsply EU Holding S.à r.l., Société à responsabilité limitée soparfi.**

**Capital social: EUR 235.770.254,40.**

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

R.C.S. Luxembourg B 73.350.

—  
EXTRAIT

En date du 7 décembre 2012, un changement dans l'actionnariat de la société sous rubrique est intervenu de cette façon:

Dentsply Holding Company, représenté par Dentsply Holding Company Luxembourg Branch, détenant 755.349 parts sociales ordinaires dans la société sous rubrique, a transféré la totalité de ses parts à:

Dentsply CE S.à r.l., une société à responsabilité limitée, enregistrée au Registre de Commerce et des Sociétés Luxembourg sous le numéro B 150469, avec adresse au 560A, rue de Neudorf, L- 2220 Luxembourg, Grand-Duché de Luxembourg.

Dès lors, les associé de la société est à inscrire comme suit:

Dentsply Holdings S.à r.l. . . . . . 61.065 parts sociales ordinaires

Dentsply CE S.à r.l. . . . . . 1.000.001 parts sociales ordinaires

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

Pour extrait conforme

Luxembourg, le 13 août 2013.

Référence de publication: 2013117231/22.

(130142712) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

**Dentsply Europe S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 42.373.150,00.**

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

R.C.S. Luxembourg B 88.076.

—  
EXTRAIT

En date du 16 janvier 2013, un changement dans l'actionnariat de la société sous rubrique est intervenu de cette façon:

Dentsply EU Holding S.à r.l., détenant 1.694.926 parts sociales dans la société sous rubrique, a transféré la totalité de ses parts à:

Dentsply Benelux S.à r.l., une société à responsabilité limitée, enregistrée au Registre de Commerce et des Sociétés Luxembourg sous le numéro B 170952, avec adresse au 65, Boulevard Grande-Duchesse Charlotte, L-1331 Luxembourg, Grand-Duché de Luxembourg.

Dès lors, l'associé unique de la société est à inscrire comme suit:

Dentsply Benelux S.à r.l. . . . . . 1.694.926 parts sociales

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

Luxembourg, le 13 août 2013.

Pour extrait conforme

Signature

Référence de publication: 2013117230/21.

(130142705) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

**Dotcorp Fine Art S.à r.l., Société à responsabilité limitée.**

Siège social: L-2551 Luxembourg, 125, avenue du Dix Septembre.

R.C.S. Luxembourg B 119.736.

—  
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 Dotcorp Fine Art S.à r.l.*

Intertrust (Luxembourg) S.A.

Référence de publication: 2013117233/11.

(130142423) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**Crista Invest, Société Anonyme.**

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

R.C.S. Luxembourg B 109.809.

---

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

FIDUO

Référence de publication: 2013117223/10.

(130142846) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**Crista Invest, Société Anonyme.**

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

R.C.S. Luxembourg B 109.809.

---

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.

FIDUO

Référence de publication: 2013117224/10.

(130142848) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**CN Participations, Société à responsabilité limitée.**

Siège social: L-8129 Bridel, 1, Feitekneppchen.

R.C.S. Luxembourg B 135.390.

---

Les comptes annuels au 31.12.2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.  
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

CN PARTICIPATIONS SARL

Référence de publication: 2013117214/10.

(130143001) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**Bisclair S.à r.l., Société à responsabilité limitée unipersonnelle.**

Siège social: L-1475 Luxembourg, 7, rue du Saint Esprit.

R.C.S. Luxembourg B 123.537.

---

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.

BISCLAIR SARL

Référence de publication: 2013117189/10.

(130142386) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**Cap Est S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 12.500,00.**

Siège social: L-1371 Luxembourg, 3A, Val Sainte Croix.

R.C.S. Luxembourg B 78.870.

---

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.

Stonehage Corporate Services Luxembourg S.A.



3A, val Ste Croix  
L-1371 Luxembourg  
Signature  
*Un mandataire*

Référence de publication: 2013117209/14.

(130142275) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

**Cermides S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 23.057.925,00.**

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

R.C.S. Luxembourg B 111.162.

In the year two thousand and thirteen, on the twenty-second of July.

Before Maître Joseph Elvinger, Civil Law Notary, residing in Luxembourg, Grand Duchy of Luxembourg, undersigned.

Appeared:

Portobello Capital I LP, a partnership registered as a limited partnership in England under the Limited Partnership Act 1907 with registration number 10773 and having its registered office at 1 Royal Plaza, Royal Avenue, St Peter Port, Guernsey, GY1 2HL Channel Islands, acting through its general partner, Nice Harbour GP II Limited,

here represented by Ms Sara Lecomte, private employee, with professional address in Luxembourg,

by virtue of a proxy under private seal given in Guernsey on 19 July 2013 which have been signed *ne varietur* by the proxyholder of the appearing party and the undersigned notary.

Such appearing party is the sole shareholder (the "Sole Shareholder") of Cermides S.à r.l., a société à responsabilité limitée, existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 124, boulevard de la Pétrusse, L-2330 Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 111162, incorporated by a deed drawn up on 4 October 2005 by Maître Gérard Lecuit, then notary residing in Luxembourg, Grand Duchy of Luxembourg, published in the *Mémorial C, Recueil des Sociétés et Associations* (the "Mémorial") under number 259 dated 4 February 2006 (page 12420), and whose articles of association (the "Articles") were last amended pursuant to a deed of the undersigned notary dated 24 December 2012, published in the *Memorial* under number 489 dated 27 February 2013 (page 23432).

The agenda was the following:

*Agenda*

1. To resolve on the dissolution and liquidation of the Company.
2. To appoint Ipes (Luxembourg) S.A., a société anonyme incorporated and existing under Luxembourg law, having its registered office at 124, Boulevard de la Pétrusse, L-2330 Luxembourg and registered with the Luxembourg trade and companies register under number B 150156 as liquidator of the Company (the "Liquidator").
3. To determine the powers of the Liquidator.
4. Miscellaneous.

The appearing party representing the whole corporate capital requires the notary to act the following resolutions:

*First resolution*

The Sole Shareholder resolves to dissolve and to put the Company into liquidation as of the date of the present deed.

*Second resolution*

The Sole Shareholder resolves, in accordance with article 18 of the Articles, to appoint as liquidator of the Company, Ipes (Luxembourg) S.A., a société anonyme incorporated and existing under Luxembourg law, having its registered office at 124, Boulevard de la Pétrusse, L-2330 Luxembourg and registered with the Luxembourg trade and companies register under number B 150156 (the "Liquidator"), which has accepted this mandate.

*Third resolution*

The Sole Shareholder resolves that the Liquidator shall receive the powers as determined hereafter.

The Liquidator has the broadest powers as provided for by articles 144 to 148 bis of the law of August 10, 1915 on commercial companies, as amended.

The Liquidator may accomplish all the acts provided for by article 145 without requesting the authorisation of the Sole Shareholder in the cases in which it is requested.

The Liquidator may exempt the registrar of mortgages from proceeding with any automatic registration; renounce all in rem rights, preferential rights, mortgages, actions for rescission; remove any attachment, with or without payment of all the preferential or mortgaged registrations, transcriptions, attachments, oppositions or other encumbrance.

The Liquidator is relieved from inventory and may refer to the accounts of the Company.

The Liquidator may, under his responsibility, for special or specific operations, delegate to one or more proxies such part of his powers he determines and for the period he will fix.

The Liquidator may distribute to the Sole Shareholder an advance in cash or in kind on the proceeds of the liquidation.

The Liquidator shall be liable, both to third parties and to the Company, for the execution of the mandate given to him hereby.

The Liquidator's signature binds validly and without limitation the Company in the process of liquidation.

The Liquidator shall draft a report on the results of the liquidation and the employment of the corporate assets with supporting accounts and documents.

#### Costs

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

Nothing else being on the agenda, and nobody rising to speak, the meeting is closed.

#### Statement

The undersigned notary who understands and speaks English, states herewith that at the request of the appearing person, the present deed is worded in English, followed by a French version, at the request of the same appearing person, and in case of divergences between the English and the French texts, the English version will be preponderant;

Whereof, the present notarial deed was prepared in Luxembourg, on the day and time mentioned at the beginning of this document.

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

#### **Suit la traduction française du texte qui précède**

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

Par devant Maître Joseph Elvinger, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg, soussigné.

A comparu:

Portobello Capital I LP, un partnership immatriculé en tant que limited partnership en Angleterre suivant le Limited Partnership Act 1907 sous le numéro d'immatriculation 10773 et ayant son siège social à 1 Royal Plaza, Royal Avenue, St Peter Port, Guernsey, GY1 2HL Channel Islands, agissant par l'intermédiaire de son général partner, Nice Harbour GP II Limited,

ici représentée par Madame Sara Lecomte, employée privée, ayant son adresse professionnelle à Luxembourg,

en vertu d'une procuration sous seing privé donnée à Guernesey en date du 19 juillet 2013, laquelle a été signée ne varietur par le mandataire de la partie comparante et le notaire instrumentant.

Ladite partie comparante est l'associé unique ("Associé Unique") de Cermides S.à r.l., une société à responsabilité limitée, régie par les lois du Grand-Duché de Luxembourg, ayant son siège social au 124, boulevard de la Pétrusse, L-2330 Luxembourg et immatriculée auprès du registre de commerce et des sociétés de Luxembourg sous le numéro B 111162, constituée suivant acte dressé le 4 octobre 2005 par Maître Gérard Lecuit, alors notaire de résidence à Luxembourg, Grand-Duché de Luxembourg, publié au Mémorial C Recueil des Sociétés et Associations (le "Mémorial") numéro 259 en date du 4 février 2006 (page 12420) et que ses statuts (les "Statuts") ont été modifiés pour la dernière fois par acte du notaire instrumentant en date du 24 décembre 2012, publié au Mémorial numéro 489 en date du 27 février 2013 (page 23432).

L'ordre du jour était le suivant:

#### *Ordre du jour*

1. Décider la dissolution et la liquidation de la Société.
2. Nommer Ipes (Luxembourg) S.A., une société anonyme constituée et existant selon les lois luxembourgeoises, ayant son siège social au 124, Boulevard de la Pétrusse, L-2330 Luxembourg et immatriculée auprès du registre de commerce et des sociétés sous le numéro B 150156, comme liquidateur de la Société (le "Liquidateur").
3. Déterminer les pouvoirs du Liquidateur.
4. Divers.

La partie comparante représentant l'intégralité du capital social requiert le notaire d'acter les résolutions suivantes:

#### *Première résolution*

L'Associé Unique décide de dissoudre et de mettre la Société en liquidation à compter de la date du présent acte.

#### *Deuxième résolution*

L'Associé Unique décide, conformément à l'article 18 des Statuts, de nommer comme liquidateur de la Société, Ipes (Luxembourg) S.A., une société anonyme constituée et existant selon les lois luxembourgeoises, ayant son siège social au 124, Boulevard de la Pétrusse, L-2330 Luxembourg et immatriculée auprès du registre de commerce et des sociétés sous le numéro B 150156 (le "Liquidateur"), qui a accepté ce mandat.

#### *Troisième résolution*

L'Associé Unique décide que le Liquidateur recevra les pouvoirs comme déterminés ci-après.

Le Liquidateur a les pouvoirs les plus étendus prévus par les articles 144 à 148 bis de la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée.

Le Liquidateur peut accomplir tous les actes prévus à l'article 145 sans demander l'autorisation de l'Associé Unique dans les cas où elle est requise.

Le Liquidateur peut dispenser le conservateur des hypothèques de procéder à une inscription automatique; renoncer à tous droits réels, droits préférentiels, hypothèques, actions résolutoires; enlever les charges, avec ou sans paiement de toutes les inscriptions préférentielles ou hypothécaires, transcriptions, saisies, oppositions ou autres charges.

Le Liquidateur est dispensé de dresser un inventaire et peut se référer aux comptes de la Société.

Le Liquidateur peut, sous sa responsabilité, pour des opérations spéciales ou spécifiques, déléguer à un ou plusieurs mandataires telle partie de ses pouvoirs qu'il détermine et pour la durée qu'il fixera.

Le Liquidateur pourra distribuer à l'Associé Unique une avance en numéraire ou en nature sur le boni de liquidation.

Le Liquidateur sera responsable tant envers les tiers qu'envers la Société, pour l'exécution du mandat qui lui est donné.

La signature du Liquidateur lie valablement et sans limitation la Société dans le processus de liquidation.

Le Liquidateur rédigera un rapport sur les résultats de la liquidation et sur l'emploi des actifs sociaux, comptes et documents à l'appui.

#### *Coûts*

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

Plus rien n'étant à l'ordre du jour, et personne ne demandant la parole, la séance est levée.

#### *Déclaration*

Le notaire soussigné qui comprend et parle anglais déclare qu'à la demande de la comparante le présent acte est dressé en langue anglaise suivi d'une traduction française. A la demande de cette même personne et en cas de divergences entre le texte anglais et le texte français, la version anglaise fera foi.

Dont acte, en foi de quoi, le présent document a été préparé à Luxembourg, à la date et l'heure donnée en tête.

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

Signé: S. LECOMTE, J. ELVINGER.

Enregistré à Luxembourg Actes Civils le 23 juillet 2013. Relation: LAC/2013/34203. Reçu douze euros (EUR 12,-).

Le Receveur (signé): C. FRISING.

Référence de publication: 2013117200/137.

(130142256) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

#### **Bourkel, Pavon & Partners S.A., Société Anonyme.**

Siège social: L-1417 Luxembourg, 8, rue Dicks.

R.C.S. Luxembourg B 49.018.

*Extrait du procès-verbal de l'Assemblée Générale Ordinaire des Actionnaires pour l'exercice 2012 tenue à 11.00 heures le 7 mai 2013*

#### *Extrait des résolutions*

4- L'assemblée générale a pris connaissance du changement d'adresse des administrateurs M. Giampaolo Albertini et M. Alexandre Vancheri, ainsi que de l'administrateur et administrateur-délégué M. Michel Bourkel, du 8, rue Dicks, au 20, rue Dicks, L-1417 Luxembourg.

5- L'assemblée générale décide de renouveler les mandats des administrateurs, de l'administrateur délégué et du commissaire aux comptes, à savoir:

- *administrateurs:*

\* M. Albertini Giampaolo, 20, rue Dicks L-1417 Luxembourg;

\* M. Bourkel Michel, 20, rue Dicks L-1417 Luxembourg;

\* M. Vancheri Alexandre, 20, rue Dicks L-1417 Luxembourg;

- *administrateur-délégué*;

\* M. Bourkel Michel, 20, rue Dicks L-1417 Luxembourg;

- *commissaire aux comptes*;

\* Wilbur Associates Ltd, Union Court Building, Elizabeth Avenue & Shirley Street S-E2, Nassau, Bahamas, N-8188, IBC 185200;

qui tous acceptent, pour l'exercice social 2013 et jusqu'à l'assemblée à être tenue en 2014.

Référence de publication: 2013117192/25.

(130142746) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**BFF Investments S.à r.l., Société à responsabilité limitée.**

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

R.C.S. Luxembourg B 95.414.

Le Bilan et l'affectation du résultat au 31 Décembre 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 8 Août 2013.

TMF Luxembourg S.A.

Signatures

Référence de publication: 2013117184/13.

(130142436) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**BI-Invest S. à r.l., Société à responsabilité limitée.**

**Capital social: EUR 362.500,00.**

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

R.C.S. Luxembourg B 144.122.

Par le présent avis, la Société informe les tiers du changement suivant concernant son gérant:

- Neil Smith, gérant, a désormais pour adresse professionnelle le 180-186 Brompton Road, 3<sup>rd</sup> floor, SW3 1HQ Londres, Grande-Bretagne;

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

Pour extrait sincère et conforme

Virginie Boussard

*Le mandataire*

Référence de publication: 2013117186/15.

(130142512) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**Business Office Services S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 50.000,00.**

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

R.C.S. Luxembourg B 116.157.

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 14 août 2013.

Référence de publication: 2013117181/10.

(130142968) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**Dilanfra S.A., Société Anonyme.**

Siège social: L-1724 Luxembourg, 19-21, boulevard du Prince Henri.

R.C.S. Luxembourg B 102.734.

Par décision du Conseil d'Administration tenu le 6 août 2013 au siège social de la société, il a été décidé:

- De coopter comme nouvel administrateur, avec effet immédiat, Monsieur Benoît DESSY, résidant professionnellement au 19/21 Boulevard du Prince Henri à L-1724 Luxembourg, son mandat ayant comme échéance l'assemblée générale statuant sur les comptes annuels au 31 décembre 2015.

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

Société Européenne de Banque  
Société Anonyme  
*Banque Domiciliaire*  
Signatures

Référence de publication: 2013117247/16.

(130142313) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**Delta Capital Tetrafund SCA, Société en Commandite par Actions.**

R.C.S. Luxembourg B 150.641.

Conformément à l'article 3 de la loi du 31 mai 1999 régissant la domiciliation des sociétés, Citco REIF Services (Luxembourg) SA informe de la dénonciation de la convention de domiciliation conclue avec effet le 30 décembre 2009 pour une durée indéterminée entre les deux sociétés:

DELTA CAPITAL TETRAFUND SCA, enregistrée au Registre de Commerce et des Sociétés Luxembourg avec le numéro B150641 et ayant son siège social au 20 rue de la Poste, L-2346 Luxembourg jusqu'au 9 août 2013, et

Citco REIF Services (Luxembourg) SA, le 1<sup>er</sup> juillet 2008, et ayant son siège social au 20 rue de la Poste, L-2346 Luxembourg.

Et ce avec effet au 9 août 2013

Fait à Luxembourg, le 14 août 2013.

Signature  
*L'Agent Domiciliaire*

Référence de publication: 2013117241/17.

(130142832) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**Delta Capital Tetrareif SCA, Société en Commandite par Actions.**

R.C.S. Luxembourg B 150.651.

Conformément à l'article 3 de la loi du 31 mai 1999 régissant la domiciliation des sociétés, Citco REIF Services (Luxembourg) SA informe de la dénonciation de la convention de domiciliation conclue avec effet le 30 décembre 2009 pour une durée indéterminée entre les deux sociétés:

DELTA CAPITAL TETRAREIF SCA, enregistrée au Registre de Commerce et des Sociétés Luxembourg avec le numéro B150651 et ayant son siège social au 20 rue de la Poste, L-2346 Luxembourg jusqu'au 9 août 2013, et

Citco REIF Services (Luxembourg) SA, le 1<sup>er</sup> juillet 2008, et ayant son siège social au 20 rue de la Poste, L-2346 Luxembourg.

Et ce avec effet au 9 août 2013

Fait à Luxembourg, le 14 août 2013.

Signature  
*L'Agent Domiciliaire*

Référence de publication: 2013117243/17.

(130142834) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**Dr. Ober - Dr. Scharrer Verwaltungs S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 155.247.

Lors de l'assemblée générale annuelle tenue en date du 9 août 2013, l'actionnaire unique a pris les décisions suivantes:

1. Renouvellement du mandat des administrateurs suivants:

- Louis Goodman Elson, avec adresse au 33, King Street, Gebäude Cleveland House, SW1Y 6RJ Londres, Royaume-Uni
- Gérard Becquer, avec adresse professionnelle au 5, rue Guillaume Kroll, L-1882 Luxembourg
- Gaël Sausy, avec adresse professionnelle au 5, rue Guillaume Kroll, L-1882 Luxembourg

pour une période venant à échéance lors de l'assemblée générale annuelle qui statuera sur les comptes de l'exercice social se clôturant au 31 décembre 2013 et qui se tiendra en 2014.

2. Renouvellement du mandat de PricewaterhouseCoopers S.à.r.l., Rechnungs-kommissar, avec siège social au 400, Route d'Esch, L-1471 Luxembourg, pour une période venant à échéance lors de l'assemblée générale annuelle statuant sur les comptes de l'exercice social se clôturant au 31 décembre 2013 et qui se tiendra en 2014.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.  
Luxembourg, le 12 août 2013.

Référence de publication: 2013117234/20.

(130142566) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

**Ecosynergie Inc. S.à r.l., Société à responsabilité limitée.**

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

R.C.S. Luxembourg B 90.635.

—  
EXTRAIT

Il résulte:

1) D'une convention de cession de parts sous seing privé du 19/07/2013 entre M. TOMBEUR Michel né le 13/11/1948 à Paris XIII° (France) demeurant à Le Ciastelas à F-06830 Toulon, M. BONAMY Gilles Roger né le 07/09/1959 à Villejuif (France) demeurant 198 route des Bondes à F-06390 Bendejun et la société LYCEUM Trading Overseas Limited, siégeant Grigoriou Xenopoulou 17 P.C. 3106, Limassol, Cyprus, N°HE 60924 d'une part et la société BARACUDA FINANCE LTD siégeant Suite 3, La Ciotat Building Mont Fleuri, Victoria Mahé aux Seychelles enregistrée sous le numéro 126261 d'autre part.

Depuis le 19/07/2013, l'associé de la société ECOSYNERGIE Sàrl est représenté comme suit:

- BARACUDA Finance LTD . . . . . 100,- parts sociales

Enregistrée aux Seychelles N°126261

Siégeant aux Seychelles, Victoria Mahé

Suite 3, La Ciotat Building Mont Fleuri

TOTAL . . . . . 100 parts sociales

(100 parts sociales d'une valeur nominale de 500,- € chacune soit un capital de 50.000,- €.)

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

Référence de publication: 2013117259/23.

(130142668) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

**Egmont Holdings Luxembourg S.à r.l., Société à responsabilité limitée.**

**Capital social: USD 25.004,00.**

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

R.C.S. Luxembourg B 157.161.

L'adresse du gérant A suivant de la Société a changé comme suit:

- Rachael Walker, née le 5 septembre 1977 à New Plymouth, Nouvelle-Zélande, a désormais son adresse professionnelle au 566 Chiswick High Road, Chiswick Park, Building 4, W4 5YE Londres, Royaume-Uni.

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

Egmont Holdings Luxembourg S.à r.l.

Patrick Leonardus Cornelis van Denzen

Gérant B

Référence de publication: 2013117253/15.

(130142455) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

**Focus Window Investors S.à.r.l., Société à responsabilité limitée.**

Siège social: L-1331 Luxembourg, 67, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 102.204.

—  
*Extrait des décisions prises par l'associée unique en date du 19 juillet 2013*

1. Monsieur Philippe TOUSSAINT a démissionné de son mandat de gérant.



2. Monsieur David CATALA, administrateur de sociétés, né à Gand (Belgique), le 19 janvier 1979, demeurant professionnellement à L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte, a été nommé comme gérant pour une durée indéterminée.

Luxembourg, le 14 août 2013.

Pour extrait sincère et conforme

*Pour Focus Window Investors S.à.r.l.*

Intertrust (Luxembourg) S.A.

Référence de publication: 2013117287/16.

(130142490) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**Europa Real Estate GBP Warrant S.à r.l., Société à responsabilité limitée.**

**Capital social: GBP 14.164,00.**

Siège social: L-2320 Luxembourg, 68-70, boulevard de la Pétrusse.

R.C.S. Luxembourg B 156.850.

Le siège social des sociétés Europa Fund II L.P. (numéro d'immatriculation: LP9518), Europa Fund II US L.P. (Numéro d'immatriculation: LP9519) et Europa Fund III L.P. (Numéro d'immatriculation: LP012505), associés de la Société, qui était au 132, Sloane Street -GB-SW1X 9AX Londres, a changé et est désormais le suivant:

15, Sloane Square

GB-SW1W 8ER Londres.

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

Fait à Luxembourg, le 14 août 2013.

*Pour la Société*

Signature

Référence de publication: 2013117256/17.

(130143016) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**DI Assets S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 70.182.

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 14/08/2013.

*Pour: DI ASSETS S.A.*

Société anonyme

Experta Luxembourg

Société anonyme

Isabelle Marechal-Gerlaxhe / Cindy Szabo

Référence de publication: 2013117246/15.

(130142664) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**Cotec S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 117.896.

**CLOTURE DE LIQUIDATION**

In the year two thousand and thirteen, on the sixth day of August.

Before US Maître Cosita Delvaux, notary residing in Redange-sur-Attert, Grand Duchy of Luxembourg,

Is held the Extraordinary General Shareholders' Meeting of the company COTEC S.A., en liquidation, having its registered office at 42-44, avenue de la Gare, L-1610 Luxembourg, R.C.S. Luxembourg B117896, incorporated pursuant a deed of Maître Paul BETTINGEN, notary residing in Niederanven on July 12<sup>th</sup> 2006, published in the Mémorial C, Recueil des Sociétés et Associations of September 19<sup>th</sup> 2006, page 1748.

The meeting is opened and presided by Mr Claude ZIMMER, director, with professional address at Luxembourg.

The Chairman appoints as secretary Mr Djilali KEHAL, private employee, with professional address at Luxembourg.

The Meeting elects as scrutineer Mrs Fanny MARX, private employee, with professional address at Luxembourg.

I. The shareholders present or represented, the proxies of the represented shareholders and the number of their shares are shown on an attendance list, which, signed by the shareholders present and by the proxies of the represented shareholders, the members of the bureau of the meeting and by the undersigned notary, will remain annexed to the present deed for the purpose of registration.

The proxies given by the represented shareholders after having been signed "ne varietur" by the shareholders present, by the proxies of the represented shareholders, the members of the bureau of the meeting and by the undersigned notary will also remain annexed to the present deed.

II. As appears from the attendance list, the 31,000 (thirty-one thousand) shares representing the whole share capital of the Company are present or duly represented at the present extraordinary general meeting.

III. The company "COTEC S.A., en liquidation" has been dissolved and its liquidation has been pronounced by a deed of the undersigned notary on 18 December 2012, published in the Mémorial C, number 308 on 8 February 2013.

IV. Luxglobal Services S.à r.l., a limited liability company, with registered office at L-1610 Luxembourg, 42-44, avenue de la Gare, R.C.S. Luxembourg B 160089, has been appointed as liquidator.

After these statements, the Chairman states that the present meeting is regularly constituted and may validly deliberate on all the items of the agenda which is the following:

#### *Agenda*

1. Report of the liquidation auditor.
2. Discharge to the board of directors and to the statutory auditor.
3. Discharge to the liquidator and to the liquidation auditor.
4. Closing of the liquidation.
5. Decision of the place where the Company's books will be kept during 5 years following the winding up of the Company.

After deliberation, the following resolutions are taken unanimously:

#### *First resolution*

After having heard the report of the liquidation auditor concerning the examination of the work of the liquidator and the liquidation accounts, the Meeting approves the liquidation auditor's report to the liquidation.

#### *Second resolution*

The Meeting gives full discharge to the board of directors and to the statutory auditor of the company for their respective mandate.

#### *Third resolution*

The Meeting gives full discharge to the liquidator Luxglobal Services S.à r.l. and to the liquidation auditor Zimmer & Partners S.A. for their respective mandate.

#### *Fourth resolution*

The Meeting declares the liquidation closed as of today and declares that the company COTEC S.A. has ceased to exist.

#### *Fifth resolution*

The Meeting resolves that the documents and records of the Company will be retained for a period of five years following the liquidation of the Company, at the registered office of the company as of 42-44 avenue de la Gare, L-1610 Luxembourg.

There being no further business, the meeting is closed.

#### *Costs*

The expenses, costs, remuneration or charges in any form whatsoever which will be borne to the Company as a result of the present deed are estimated at approximately EUR 1.260.-.

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

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

The document having been read to the persons appearing, they signed together with the notary the present deed.

#### **Suit la version française du texte qui précède:**

L'an deux mille treize, le six août.

Par-devant Maître Cosita Delvaux, notaire de résidence à Redange-sur-Attert, Grand-Duché de Luxembourg.

S'est réunie l'assemblée générale extraordinaire des actionnaires de la société anonyme luxembourgeoise dénommée COTEC S.A., en liquidation, avec siège social au 42-44, Avenue de la Gare, L-1610 Luxembourg, inscrite au Registre de Commerce et des Sociétés à Luxembourg sous le numéro B 117896, constituée suivant acte reçu par Maître Paul BETTINGEN, notaire de résidence à Niederanven en date du 12 juillet 2006, publié au Mémorial C, Recueil des Sociétés et Associations, du 19 septembre 2006, page 1748.

L'assemblée est présidée par Monsieur Claude ZIMMER, directeur, demeurant professionnellement à Luxembourg.

Monsieur le Président désigne comme secrétaire, Monsieur Djilali KEHAL, employé privé, demeurant professionnellement à Luxembourg.

L'assemblée désigne comme scrutateur Madame Fanny MARX, employée privée, demeurant professionnellement à Luxembourg.

I. Les actionnaires présents ou représentés à l'assemblée et le nombre d'actions possédées par chacun d'eux ont été portés sur une liste de présence signée par les actionnaires présents et par les mandataires de ceux représentés, et à laquelle liste de présence, dressée par les membres du bureau, les membres de l'assemblée déclarent se référer. Ladite liste de présence, après avoir été signée "ne varietur" par les parties et le notaire instrumentant, demeurera annexée au présent acte avec lequel elle sera enregistrée.

Resteront pareillement annexées au présent acte avec lequel elles seront enregistrées, les procurations émanant des actionnaires représentés à la présente assemblée, signées "ne varietur" par les parties et le notaire instrumentant.

II. Que les 31.000 (trente et un mille) actions représentatives de l'intégralité du capital social sont dûment représentées à la présente assemblée.

III. Que la société "COTEC S.A., en liquidation" a été dissoute et mise en liquidation suivant acte reçu par le notaire instrumentaire en date du 18 décembre 2012, publié au Mémorial C numéro 308 du 8 février 2013.

IV. Luxglobal Services S.à r.l., une société à responsabilité limitée avec siège social à L-1610 Luxembourg, 42-44, avenue de la Gare, R.C.S. Luxembourg B 160089, a été nommée liquidateur.

A la suite de ces constatations, le Président constate que l'assemblée est régulièrement constituée et peut décider et délibérer valablement sur les différents points de l'ordre du jour qui est conçu comme suit:

#### *Ordre du jour*

1. Rapport du commissaire-vérificateur.
2. Décharge aux administrateurs et au commissaire aux comptes.
3. Décharge à donner au liquidateur et au commissaire-vérificateur.
4. Clôture de liquidation.
5. Désignation de l'endroit de conservation des livres pour une période de 5 ans après la clôture de la liquidation.

Après délibération, les résolutions suivantes ont été adoptées à l'unanimité:

#### *Première résolution*

Après avoir entendu le rapport du commissaire-vérificateur concernant l'examen du travail du liquidateur et les comptes de liquidation, l'assemblée approuve le rapport du commissaire-vérificateur.

#### *Deuxième résolution*

L'assemblée accorde pleine et entière décharge aux administrateurs et au commissaire aux comptes pour l'exécution de leurs mandats respectifs.

#### *Troisième résolution*

L'assemblée accorde décharge entière au liquidateur Luxglobal Services S.à r.l., et au commissaire-vérificateur à la liquidation Zimmer & Partners S.A., pour l'exécution de leurs mandats respectifs.

#### *Quatrième résolution*

L'assemblée prononce la clôture de la liquidation et constate que la société COTEC S.A. a définitivement cessé d'exister.

#### *Cinquième résolution*

L'assemblée décide que les documents et pièces comptables de la Société seront conservés pour une période de cinq ans suivant la liquidation de la Société, au siège social de la société: 42-44 avenue de la Gare, L-1610 Luxembourg.

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

#### *Frais*

Les frais, dépenses, rémunérations et charges sous quelque forme que ce soit, incombant à la Société et mis à sa charge à raison des présentes, sont évalués à environ EUR 1.260.-.

Le notaire soussigné, qui a personnellement la connaissance de la langue anglaise, déclare que les comparants l'ont requis de documenter le présent acte en langue anglaise, suivi d'une version française, et en cas de divergence entre le texte anglais et le texte français, le texte anglais fera foi.

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

Et après lecture faite et interprétation donnée aux comparants, ceux-ci ont signé avec le notaire le présent acte.

Signé: C. ZIMMER, D. KEHAL, F. MARX, C. DELVAUX.

Enregistré à Redange/Attert, le 8 août 2013. Relation: RED/2013/1328. Reçu soixante-quinze euros (75,- €).

Le Receveur (signé): T. KIRSCH.

POUR EXPEDITION CONFORME, délivrée aux fins de dépôt au Registre de Commerce et des Sociétés de Luxembourg et aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Redange-sur-Attert, le 12 août 2013.

Me Cosita DELVAUX.

Référence de publication: 2013117219/130.

(130142750) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**Delta Capital Tetrareps SCA, Société en Commandite par Actions.**

R.C.S. Luxembourg B 150.659.

Conformément à l'article 3 de la loi du 31 mai 1999 régissant la domiciliation des sociétés, Citco REIF Services (Luxembourg) SA informe de la dénonciation de la convention de domiciliation conclue avec effet le 30 décembre 2009 pour une durée indéterminée entre les deux sociétés:

DELTA CAPITAL TETRAREPS SCA, enregistrée au Registre de Commerce et des Sociétés Luxembourg avec le numéro B150659 et ayant son siège social au 20 rue de la Poste, L-2346 Luxembourg jusqu'au 9 août 2013, et

Citco REIF Services (Luxembourg) SA, le 1<sup>er</sup> juillet 2008, et ayant son siège social au 20 rue de la Poste, L-2346 Luxembourg.

Et ce avec effet au 9 août 2013

Fait à Luxembourg, le 14 août 2013.

Signature

L'Agent Domiciliataire

Référence de publication: 2013117244/17.

(130142835) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**DB Real Estate Iberian Value Added I, S.A., SICAR, Société Anonyme sous la forme d'une Société d'Investissement en Capital à Risque.**

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

R.C.S. Luxembourg B 113.371.

*Auszug aus dem Protokoll der ordentlichen Generalversammlung vom 2. Juli 2013:*

Erneuerung der Mandate der Verwaltungsratsmitglieder bis zur ordentlichen Generalversammlung in 2016 für den Jahresabschluss zum 31. Dezember 2015:

- Larranza XXI, S.L.
- Neotinea, S.L.
- Lobosan, S.L.
- Riabora, S.L.
- El Arverjal, S.L.
- Oesty, S.L.
- Incomusa S.L.
- Rosp Corunna Participaciones Empresariales, S.L.
- Kintoa Investments, S.L.
- Urbanizacion la Florida, S.L.
- Ramón Guibert de Encio
- Isaac Núñez

Herr Simon Blaxland tritt als Verwaltungsratsmitglied mit Wirkung zum 02.07.2013 zurück.

Luxembourg, den 6. August 2013.

Référence de publication: 2013117236/25.

(130143022) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**De Beers, Société Anonyme.**

Siège social: L-1255 Luxembourg, 48, rue de Bragance.  
R.C.S. Luxembourg B 78.985.

*Extrait de résolutions prises par les administrateurs de la société en date du 18 juillet 2013:*

M. Mark Cutifani avec adresse professionnelle au 20 Carlton House Terrace, Londres SW1 Y 5AN, Royaume Uni, est nommé en tant qu'administrateur de la société jusqu'à l'assemblée générale des actionnaires qui se tiendra en l'an 2014.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.  
Luxembourg, le 14 août 2013.

Référence de publication: 2013117228/12.

(130142573) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

**CRX Markets S.A., Société Anonyme.**

Siège social: L-1273 Luxembourg, 19, rue de Bitbourg.  
R.C.S. Luxembourg B 173.889.

In the year two thousand and thirteen, on the twenty-second day of July.

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

There appeared:

Mr. Matthias Schmidt, Rechtsanwalt, professionally residing in Luxembourg,

acting as attorney in fact of the Company pursuant to a resolution taken by the management board of the CRX Markets S.A., having its registered office at 19, rue de Bitbourg, L-1273 Luxembourg and registered with the Luxembourg Trade and Companies' Register under number B 173.889, (the "Company"), on 22 July 2013, a copy of which shall remain attached to the present deed to be filed at the same time with the registration authorities.

Such appearing party, represented as stated here above, declared and requested the notary to act that:

1. The Company has been incorporated pursuant to a deed of the undersigned notary, on 19 December 2012, published in the Mémorial C, Recueil des Sociétés et Associations, number 267 of 4 February 2013, and whose articles of association have been amended pursuant to a deed of the undersigned notary, on 15 March 2013, published in the Mémorial C, Recueil des Sociétés et Associations, number 1191 of 21 May 2013.

2. The share capital of the Company is set at thirty-six thousand six hundred thirty-six euro (EUR 36,636) represented by thirty-six thousand six hundred thirty-six (36,636) shares with a nominal value of one euro (EUR 1) each.

3. Pursuant to article 6.1 of the articles of association of the Company, the authorised capital, excluding the share capital, is set at forty thousand euro (EUR 40,000) represented by forty thousand (40,000) shares with a nominal value of one euro (EUR 1) each and the management board is within the limits of the authorised capital and during a period of time of five (5) years from the date of the publication of the articles of incorporation of the Company authorised to issue shares, to grant options to subscribe for shares and to issue any other instruments convertible into shares within the limits of the authorised capital to such persons and on such terms as they shall see fit and specifically to proceed to such issue without reserving a preferential right to subscribe to the shares issued for the existing shareholders.

4. By means of a meeting of the management board of the Company on 22 July 2013, the management board resolved to increase the share capital of the Company by an amount of twenty thousand three hundred thirty-seven euro (EUR 20,337) within the limits of the authorised share capital, and without reserving a preferential right to subscribe to the shares so issued for the existing shareholders, so as to bring it from its present amount of thirty-six thousand six hundred thirty-six euro (EUR 36,636) up to fifty-six thousand nine hundred seventy-three euro (EUR 56,973) by the issue of twenty thousand three hundred thirty-seven (20,337) new shares with a nominal value of one Euro (EUR 1) each, to be issued with a share premium amounting in aggregate to one million ten thousand nine hundred thirty-four Euro (EUR 1,010,934) and having the same rights and obligations as the existing shares.

5. The management board of the Company further resolved to accept the subscription by the company 360 Treasury Systems AG, with registered address at Grüneburgweg 16-18 (Westend Carrée), 60322 Frankfurt/Main, Germany, registered with the commercial register (Handelsregister) of the local court (Amtsgericht) of Frankfurt/Main, Germany, under HRB 49874 of nineteen thousand seven hundred twenty-six (19,726) new shares together with a share premium of nine hundred eighty thousand two hundred seventy-four Euro (EUR 980,274) as well as the subscription by Mr. Axel Tillmann, born on 19 February 1964, residing at Am Schultsgarten 19, 50129 Bergheim, Germany, of six hundred eleven (611) new shares together with a share premium of thirty thousand six hundred sixty Euro (EUR 30,660).

6. All of the twenty thousand three hundred thirty-seven (20,337) new shares as well as the attached share premiums have been fully paid in by the subscribers prenamed so that the amount of one million thirty-one thousand two hundred seventy-one Euro (EUR 1,031,271) is at the free disposal of the Company, as certified to the undersigned notary by a banking certificate.

7. As a consequence of the forgoing resolutions, the management board resolved to amend Article 5.1 of the Articles of Association of the Company which shall henceforth be worded as follows:

“ 5.1. The Company’s share capital is set at fifty-six thousand nine hundred seventy-three euro (EUR 56,973) represented by fifty-six thousand nine hundred seventy-three (56,973) shares with a nominal value of one euro (EUR 1) each.”

#### *Valuation*

The expenses, costs, fees and outgoing of any kind whatsoever borne by the Company as a result of the present deed are estimated at approximately two thousand five hundred euro.

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

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, the said proxy holder signed together with the notary the present original deed.

#### **Suit la version française du texte qui précède**

L’an deux mille treize, le vingt-deux juillet.

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

A comparu,

Monsieur Matthias Schmidt, Rechtsanwalt, résidant professionnellement à Luxembourg,

en sa qualité de mandataire spécial de la CRX Markets S.A., dont le siège social est situé 19, rue de Bitbourg, L-1273 Luxembourg et immatriculée au registre de commerce et des sociétés de Luxembourg sous le numéro B 173.889, (la “Société”), conformément à une décision du directoire de la Société du 22 juillet 2013, dont une copie restera annexée au présent acte pour être soumise avec lui aux formalités de l’enregistrement.

Laquelle comparante, représentée comme indiqué ci-dessus, déclare et requiert le notaire d’acter les déclarations suivantes:

1. La Société a été constituée suivant acte notarié reçu du notaire soussigné, du 19 décembre 2012, publié au Mémorial C, Recueil des Sociétés et des Associations n° 267 du 4 février 2013. Les statuts de la Société ont été modifiés par acte notarié du notaire soussigné du 15 mars 2013, publié au Mémorial C, Recueil des Sociétés et Associations, n°1191 du 21 mai 2013.

2. Le capital social de la Société est fixé à trente-six mille six cent trente-six euros (EUR 36.636) représenté par trente-six mille six cent trente-six (36.636) actions d’une valeur nominale d’un euro (EUR 1) chacune.

3. En vertu de l’article 6.1 des statuts de la Société, le capital autorisé, à l’exclusion du capital social, est fixé à quarante mille euros (EUR 40.000), consistant en quarante mille (40.000) actions ayant une valeur nominale d’un euro (EUR 1) chacune et le directoire dans les limites du capital autorisé et pendant une période de cinq (5) années à compter de la date de publication des statuts de la Société est autorisé à émettre des actions, accorder des options de souscription d’actions et émettre tous autres instruments convertibles en actions dans les limites du capital autorisé, aux personnes et aux conditions qu’il estimera opportunes, et spécifiquement à procéder à de telles émissions sans réserver un droit préférentiel de souscription des actions émises aux actionnaires existants.

4. Lors de sa réunion du 22 juillet 2013, le directoire a décidé d’augmenter le capital social de la Société d’un montant de vingt mille trois cent trente-sept euros (EUR 20.337) dans les limites du capital autorisé, et sans réserver un droit préférentiel de souscription des actions ainsi émises aux actionnaires existants, afin de le porter de son montant actuel de trente-six mille six cent trente-six euros (EUR 36.636) à cinquante-six mille neuf cents soixante-treize euros (EUR 56.973) par l’émission de vingt mille trois cent trente-sept (20.337) nouvelles actions d’une valeur nominale d’un euro (EUR 1) chacune, qui seront émises avec une prime d’émission cumulée d’un million dix mille neuf cent trente-quatre euros (EUR 1.010.934) et ayant les mêmes droits et obligations que les actions existantes.

5. Durant la même réunion, le directoire a accepté la souscription de dix-neuf mille sept cent vingt-six (19.726) nouvelles actions ensemble avec une prime d’émission cumulée de neuf cent quatre-vingt mille deux cent soixante-quatorze euros (EUR 980.274) par la société 360 Treasury Systems AG, ayant son siège social à Grüneburgweg 16-18 (Westend Carrée), 60322 Frankfurt/Main, Allemagne, immatriculée au registre de commerce (Handelsregister) du tribunal d’instance (Amtsgericht) Frankfurt/Main, Allemagne, sous le numéro HRB 49874, ainsi que de six cent onze (611) nouvelles actions ensemble avec une prime d’émission de trente mille six cent soixante euros (EUR 30.660) par M. Axel Tillmann, né le 19 février 1964, demeurant à Am Schultsgarten 19, 50129 Bergheim, Allemagne.

6. Chacune des vingt mille trois cent trente-sept mille (20,337) nouvelles actions ont été intégralement libérées par les souscripteurs susmentionnés et que le montant d’un million trente et un mille deux cent soixante-onze euros (EUR 1.031.271) est à la libre disposition de la Société tel que prouvé au notaire soussigné un certificat de blocage.



7. En conséquence des résolutions précédentes, le directoire a décidé de modifier l'article 5.1 des statuts de la Société qui aura désormais la teneur suivante:

« **5.1.** Le capital social de la Société est fixé à cinquante-six mille neuf cent soixante-treize euros (EUR 56,973), représenté par cinquante-six mille neuf cent soixante-treize (56,973) actions d'une valeur nominale d'un euro (EUR 1) chacune.»

#### *Frais*

Le montant des frais, coûts, honoraires et charges, sous quelque forme que ce soit, qui incombent à la Société suite au présent acte, est évalué approximativement à deux mille cinq cents euros.

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

DONT ACTE, le présent acte est dressé à Luxembourg, à la date en tête des présentes.

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

Signé: M. SCHMIDT, J.J. WAGNER.

Enregistré à Esch-sur-Alzette A.C., le 24 juillet 2013. Relation: EAC/2013/9809. Reçu soixante-quinze Euros (75.- EUR).

Le Receveur (signé): SANTIONI.

Référence de publication: 2013117226/118.

(130142919) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

### **Fiabci 65 A.s.b.l., Association sans but lucratif.**

Siège social: L-8070 Bertrange, 5, rue des Mérovingiens.

R.C.S. Luxembourg F 9.657.

#### — STATUTS

L'an 2013, le 13 juin

Entre les soussignés, agissant comme membres fondateurs:

1. Fabien AMORETTI, gérant de sociétés, né le 23.10.1971 à BRIEY (F), demeurant 42, rue Raymond Poincaré, L - 2342 LUXEMBOURG,

2. Carlo HEIN, (L) administrateur, né le 30.11.1966 à GREVENMACHER, 3, an Ausselt, L-6690 MOERSDORF,

3. Romain MULLER, (L), administrateur, né le 14 septembre 1968 à LUXEMBOURG, demeurant 48, rue de la Gare, L-8325 CAPELLEN,

4. Carmen PINTO, (F) employée Privée, née le 03.06.1965 à VILLERUPT (F) demeurant 11 lotissement le Clos de Brêtrise, F - 54190 BREHAIN LA VILLE,

Lesquels comparants, et tous ceux qui, par l'adhésion aux présents statuts, en deviendront membres, ont déclaré constituer par les présentes une association sans but lucratif régie par les statuts ci-après et par la loi du 21 avril 1928, telle qu'elle a été modifiée ultérieurement.

#### **Titre I<sup>er</sup> . - Dénomination, Objet, Durée, Siège et Ressources**

**Art. 1<sup>er</sup>.** L'association sans but lucratif est dénommée "Fiabci 65 ASBL" (ci-après «l'Association»)

**Art. 2.** L'Association a pour objet l'organisation d'événements internationaux au Grand-Duché de Luxembourg, dont notamment le 65<sup>ème</sup> Fiabci World congress à Luxembourg en mai 2014, et toutes autres activités promotionnelles à but non lucratif dans le secteur de l'immobilier.

Elle peut accomplir tous les actes se rapportant directement ou indirectement à son objet.

Elle peut notamment prêter son concours et s'intéresser à toutes activités similaires à son objet.

**Art. 3.** L'Association est constituée pour une durée illimitée. L'année sociale commence le 1<sup>er</sup> janvier et termine le 31 décembre.

Exceptionnellement, le premier exercice social commence le jour de la constitution de l'Association et terminera le 31 décembre 2013.

Le siège de l'association est établi à Luxembourg, 5 rue des Mérovingiens, 80 70 BERTRANGE.

**Art. 4.** L'Association pourra constituer en son sein, et sous contrôle du président, des sections pour les différents modèles d'intérêt, de recherches et d'activités, tous conformes à l'objet énoncé à l'article 2.

**Art. 5.** L'Association peut posséder soit en jouissance, soit en propriété, tout meuble et immeuble nécessaire ou utile à la réalisation de son objet. Les ressources financières de l'association comprennent:

a) les subventions et subsides;

- b) le produit de publications ou d'autres activités;
- c) les intérêts et produits des fonds placés;
- d) des libéralités et des dons qui lui sont faits;
- e) les cotisations d'un montant maximum de 50 EUR.

## **Titre II. - Associés**

**Art. 6.** L'Association se compose de membres associés et de membres honoraires.

Le nombre des membres associés est illimité, mais ne peut être inférieur à trois.

Peut adhérer comme membre associé toute personne physique ou morale en accord avec les buts et l'objet de l'Association, présentant les qualifications nécessaires et parrainée par deux membres du conseil d'administration.

Le conseil d'administration se prononce souverainement sur l'admission de nouveaux membres associés.

La liste des membres sera publiée au cours du 1<sup>er</sup> trimestre de l'année calendaire.

Le conseil d'administration décide de la nomination de membres d'honneur dans les mêmes conditions de procédure que pour les membres associés.

**Art. 7.** La qualité de membre se perd:

- a) par le décès
- b) par la démission écrite, adressée au conseil d'administration
- c) par une exclusion pour motif grave prononcée par les deux tiers des membres associés, conformément à l'article 12 de la loi de 1928.

## **Titre III. - Conseil d'administration**

**Art. 8.** L'Association est gérée par un conseil d'administration d'au moins trois membres qui sont désignés par l'assemblée générale.

La durée du mandat d'administrateur est de trois ans.

Le président est élu par le conseil d'administration à la majorité simple des votants par une durée de trois ans.

Les autres charges sont réparties au sein du conseil d'administration.

Le conseil d'administration peut s'adjoindre des membres avec voix consultative. Il a le droit de prévoir au remplacement provisoire d'un membre sortant; la décision définitive appartient à la prochaine assemblée générale.

**Art. 9.** Le conseil d'administration, qui a les pouvoirs les plus étendus que permette la loi, se réunit au moins une fois par an sur convocation du président, sinon à la requête de deux administrateurs, aussi souvent que les intérêts de l'Association l'exigent.

Il ne peut délibérer valablement qu'en présence de la moitié des administrateurs. Les décisions sont prises à la majorité simple des votes des administrateurs présents ou représentés.

En cas d'égalité des voix, la voix du Président est prépondérante.

Le conseil d'administration est engagé par la signature conjointe du président et d'un autre administrateur.

Sa compétence s'étend à tout ce qui n'est pas réservé par la loi aux assemblées générales.

Il convoque celles-ci et en établit l'ordre du jour.

## **Titre IV. - Assemblée générale**

**Art. 10.** L'assemblée générale ordinaire représente l'ensemble des membres associés à l'exclusion des membres d'honneur. Elle se réunit annuellement au cours des quatre premiers mois de l'année.

Les membres associés sont convoqués aux assemblées générales par le président du conseil d'administration.

L'assemblée peut en outre être convoquée par décision du conseil d'administration ou sur demande d'un cinquième des membres effectifs.

Les convocations doivent être adressées par écrit ou par tout autre moyen à tous les membres associés au moins 10 jours à l'avance et porter indication de l'ordre du jour.

Toute proposition signée d'un nombre de membres associés égale au quart de la dernière liste annuelle des membres associés doit être portée à l'ordre du jour.

L'assemblée générale se tiendra au jour, heure et lieu mentionnée dans la convocation.

Pour le surplus, les comparants se réfèrent aux articles 4, 5, 6, 7, 8 de la loi du 21 avril 1928, telle que modifiée, en ce qui concerne le pouvoir et les attributions de l'assemblée générale ainsi que les délibérations.

## **Titre V. - Modification des statuts**

**Art. 11.** Les présents statuts ne peuvent être modifiés que par une assemblée générale extraordinaire et d'après les modalités prévues aux articles 8 et 20 de la loi du 21 avril 1928.

## Titre VI. - Dissolution et Liquidation

**Art. 12.** En cas de dissolution de l'Association, le conseil d'administration sera chargé de nommer un liquidateur indépendant aux fins de procéder à la liquidation des biens. Les documents seront conservés pendant une durée de 5 ans à compter de la date de dissolution au siège de l'Association, et le boni de liquidation sera versé sur décision du conseil à une ou à plusieurs associations ou institutions poursuivant des buts non lucratifs.

**Art. 13.** Tout ce qui n'est pas expressément réservé à la compétence de l'assemblée générale par la loi ou par les présents statuts est du domaine du conseil d'administration.

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

Et après lecture faite et interprétation donnée aux comparants, ceux-ci ont signé sous seing privé le présent acte.

Signatures.

Référence de publication: 2013117295/98.

(130142397) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

### **CP Steel Luxco S.à r.l., Société à responsabilité limitée.**

**Capital social: USD 605.000,00.**

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

R.C.S. Luxembourg B 170.925.

—  
*Extrait des Résolutions de l'Associé unique prises le 19 juin 2013*

Il résulte des résolutions de l'Associé unique prises en date du 19 juin 2013 que les mandats des gérants suivants, ont été renouvelés pour une durée illimitée.

*Gérant de catégorie A*

- M. David HEIDECORN, Private Equity Partner, né le 18 septembre 1956 à Stamford, CT Etats-Unis d'Amérique, et ayant son adresse professionnelle au 599, West Putnam Avenue, Greenwich, CT 06830, Etats-Unis d'Amérique, Président du Conseil de Gérance;

*Gérants de catégorie B*

- Mme. Brigitte DENIS, licenciée en administration des affaires, née le 12 avril 1966 à Rossignol (Belgique), et ayant son adresse professionnelle au 163, rue du Kiem, L-8030 Strassen;

- M. Francis ZELER, administrateur de sociétés, né le 5 mai 1966 à Bastogne (Belgique), et ayant son adresse professionnelle au 163, rue du Kiem, L-8030 Strassen.

*Pour CP STEEL LUXCO SARL*

Francis Zéler

*Gérant de catégorie B*

Référence de publication: 2013117220/23.

(130142346) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

### **Fonds Général Stratégique, Société d'Investissement à Capital Variable.**

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

R.C.S. Luxembourg B 41.629.

—  
*Extrait des résolutions du conseil d'administration prises par voie circulaire le 31 juillet 2013*

Il est décidé:

- de prendre note de la démission de Monsieur Wouter GESQUIERE en tant qu'administrateur.
- de coopter, avec effet au 31 juillet 2013, Monsieur Bernard JACQUEMIN, résidant professionnellement au 43, Boulevard Royal, L-2955 Luxembourg comme administrateur en remplacement de Monsieur Wouter GESQUIERE.
- que Monsieur Bernard JACQUEMIN termine le mandat de son prédécesseur.
- de proposer à la prochaine assemblée générale statutaire de ratifier la cooptation de Monsieur Bernard JACQUEMIN.

Certifié sincère et conforme

*Pour FONDS GENERAL STRATEGIQUE*

KREDIETRUST LUXEMBOURG

Référence de publication: 2013117301/17.

(130142648) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

---

**Family Affair S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 12.500,00.**

Siège social: L-1371 Luxembourg, 3A, Val Sainte Croix.

R.C.S. Luxembourg B 78.856.

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.

Stonehage Corporate Services Luxembourg S.A.  
3A, val Ste Croix  
L-1371 Luxembourg  
Signature  
Un mandataire

Référence de publication: 2013117292/14.

(130142274) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 août 2013.

**Cane Investments S.à r.l., Société à responsabilité limitée.**

**Capital social: EUR 12.500,00.**

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

R.C.S. Luxembourg B 98.194.

L'adresse du gérant suivant de la Société a changé comme suit:

- Rachael Walker, née le 5 septembre 1977 à New Plymouth, Nouvelle-Zélande, a désormais son adresse professionnelle au 566 Chiswick High Road, Chiswick Park, Building 4, W4 5YE Londres, Royaume-Uni.

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

Cane Investments S.à r.l.  
Patrick Leonardus Cornelis van Denzen  
Gérant

Référence de publication: 2013116569/15.

(130141844) Déposé au registre de commerce et des sociétés de Luxembourg, le 13 août 2013.

**Smith & Nephew International S.A., Société Anonyme.**

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

R.C.S. Luxembourg B 67.514.

*I. Extrait des résolutions prises par l'assemblée générale ordinaire des actionnaires en date du 22 février 2013*

- L'assemblée générale a décidé de renouveler le mandat des administrateurs de catégorie A, Mme Lucy FULLER et M. Antoine VIDTS et des administrateurs de catégorie B, M. Dominique RANSQUIN et M. Romain THILLENS jusqu'à l'assemblée générale approuvant les comptes de l'année 2012.

- L'assemblée générale a décidé de renouveler le mandat de commissaire de H.R.T. Révision S.A. jusqu'à l'assemblée générale approuvant les comptes de l'année 2012.

*II. Extrait des résolutions prises par l'assemblée générale extraordinaire des actionnaires en date du 03 mai 2013*

- L'assemblée générale a décidé d'accepter la démission de M. Dominique RANSQUIN, M. Romain THILLENS et Mme Lucy FULLER de leur mandat d'administrateur de la Société.

- L'assemblée générale a décidé de nommer en remplacement avec effet immédiat M. Joeri VANDERHAEGEN, demeurant à Haachtsesteenweg 425, B-1910 Kampenhout à la fonction d'administrateur de catégorie A et M. Marc LIBOUTON et Mme Cornelia METTLEN, demeurant tous deux professionnellement au 163, rue du Kiem, L-8030 Strassen à la fonction d'administrateurs de catégorie B de la Société.

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

Pour SMITH & NEPHEW INTERNATIONAL S.A.

Référence de publication: 2013118112/22.

(130143042) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 août 2013.