MEMORIAL

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Luxembourg

MEMORIAL

Amtsblatt
des Großherzogtums
Luxemburg

RECUEIL DES SOCIETES ET ASSOCIATIONS

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

C — N° 3191 **16 décembre 2013**

SOMMAIRE

School Sub 1 S.à r.l., Société à responsabilité limitée unipersonnelle.

Capital social: EUR 2.019.936,00.

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

R.C.S. Luxembourg B 129.516.

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Il résulte des résolutions prises par l'associé unique de la Société en date du 15 novembre 2013 que:

- Madame Julia Klingen démissionne de son poste de gérant de classe A de la société avec effet au 15 novembre 2013;

- Geoffrey LIMPACH, né le 11 avril 1983 à Arlon (Belgique) et ayant son adresse professionnelle au 1-3, boulevard de la Foire, L-1528 Luxembourg, est nommée en tant que gérant de classe A avec effet au 15 novembre 2013 et ce pour une durée indéterminée.

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

Fait à Luxembourg, le 18 novembre 2013.

Référence de publication: 2013160363/15.

(130196389) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 novembre 2013.

Poivre Real Estate GP S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 135.476.

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Le Bilan et l'affectation du résultat au 31 Décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 30 Octobre 2013.

Jean-Jacques Josset

Gérant B

Référence de publication: 2013160263/13.

(130195992) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 novembre 2013.

Novita S.A., Société Anonyme.

Siège social: L-2132 Luxembourg, 36, avenue Marie-Thérèse.

R.C.S. Luxembourg B 45.988.

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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 18 novembre 2013.

Pour ordre

EUROPE FIDUCIAIRE (Luxembourg) S.A.

Boîte Postale 1307

L – 1013 Luxembourg

Référence de publication: 2013160237/14.

(130196069) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 novembre 2013.

Radical Euro-Services S.A., Société Anonyme.

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

R.C.S. Luxembourg B 130.521.

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

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

Luxembourg, le 18/11/2013.

Paul DECKER

Le Notaire

Référence de publication: 2013160351/12.

(130196067) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 novembre 2013.

Royal Hamilius-Résidence n° 2 S.A., Société Anonyme.

Siège social: L-2324 Luxembourg, 4, avenue Jean-Pierre Pescatore.

R.C.S. Luxembourg B 181.505.

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Il résulte des résolutions prises par les membres du conseil d'administration de la Société en date du 4 novembre 2013 que:

- Monsieur Thierry Behiels, né le 11 décembre 1959 à Gand (Belgique), demeurant au 87/A, rue Colonel Montegnie, 1332 Rixensart (Belgique) a été nommé administrateur délégué de la Société pour une période se terminant à l'issue de la réunion du conseil d'administration de la Société appelé à se prononcer sur les comptes annuels au 31 décembre 2018; et

- Monsieur Thierry Behiels, né le 11 décembre 1959 à Gand (Belgique), demeurant au 87/A, rue Colonel Montegnie, 1332 Rixensart (Belgique) a été nommé président du conseil d'administration de la Société pour la durée de son mandat d'administrateur.

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

Fait à Luxembourg, le 14 novembre 2013.

Un mandataire

Référence de publication: 2013160347/19.

(130196444) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 novembre 2013.

Sagamonte SA, Société Anonyme.

Siège social: L-4031 Esch-sur-Alzette, 32A, rue Zénon Bernard.

R.C.S. Luxembourg B 108.550.

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

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

Itzig, le 19 novembre 2013.

Pour SAGAMONTE S.A.

FIDUCIAIRE EVERARD-KLEIN S.A R.L.

Référence de publication: 2013160382/12.

(130196796) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 novembre 2013.

CambriaTech Genomics Holdings S.à r.l., Société à responsabilité limitée.

Capital social: USD 25.000,00.

Siège social: L-1450 Luxembourg, 73, Côte d'Eich.

R.C.S. Luxembourg B 80.651.

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

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

Luxembourg, le 19 novembre 2013.

Stijn CURFS

Mandataire

Référence de publication: 2013160634/12.

(130197004) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 novembre 2013.

Adeis S.A., Société Anonyme.

Siège social: L-1630 Luxembourg, 58, rue Glesener.

R.C.S. Luxembourg B 147.835.

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

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

Pour ADEIS S.A.

FIDUCIAIRE DES PME SA

Référence de publication: 2013160553/11.

(130197568) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 novembre 2013.

Vip Auto S. à r.l., Société à responsabilité limitée.

Siège social: L-3670 Kayl, 53, rue de Noertzange.

R.C.S. Luxembourg B 138.607.

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

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

Luxembourg, le 14 novembre 2013.

Pour VIP AUTO S.àr.l

Référence de publication: 2013160475/11.

(130196299) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 novembre 2013.

Warlon, Société Anonyme.

Siège social: L-2557 Luxembourg, 9, rue Robert Stümper.

R.C.S. Luxembourg B 143.558.

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Il résulte de l'assemblée générale ordinaire en date du 02.10.2013 que:

- Les mandats des administrateurs et du commissaire aux comptes étant venus à échéance, ceux-ci ont été renouvelés jusqu'à l'assemblée générale statuant sur l'année 2017.

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

Luxembourg, le 19.11.2013.

G.T. Experts Comptables sàrl

Luxembourg

Référence de publication: 2013160480/14.

(130196498) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 novembre 2013.

Upifra S.A., Société Anonyme.

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

R.C.S. Luxembourg B 55.235.

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

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

UPIFRA S.A.

Signatures

Administrateur de Catégorie A / Administrateur Catégorie B

Référence de publication: 2013160459/12.

(130196281) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 novembre 2013.

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

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 176.391.

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EXTRAIT

Il résulte d'un contrat d'achat de parts sociales en date du 18 novembre 2013 entre Vacon Properties S.A. et Fundation Ankels, une fondation de droit panaméen ayant son siège social au Calle Aquilimo de la Guardia n°10, Edificio Molon Tower, Tercer piso Bella Vista, Panama City, République de Panama enregistrée auprès du Registro Publico de Panama, République de Panama, sous le numéro 1725677-1-40354 Dig. 21, que Vacon Properties S.A. a cédé 12.500 parts sociales de la Société à Fundation Ankels avec effet au 18 novembre 2013.

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

Pour extrait conforme,

Luxembourg, le 19 novembre 2013.

Référence de publication: 2013160890/17.

(130197017) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 novembre 2013.

Medea Holding II S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-2453 Luxembourg, 2-4, rue Eugène Ruppert.

R.C.S. Luxembourg B 169.778.

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

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

Luxembourg, le 19 novembre 2013.

Référence de publication: 2013160888/10.

(130197578) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 novembre 2013.

Matterhorn Financing & Cy S.C.A., Société en Commandite par Actions.

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

R.C.S. Luxembourg B 171.751.

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

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

Luxembourg, le 19 novembre 2013.

Référence de publication: 2013160885/10.

(130196973) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 novembre 2013.

Kendrick BB Holdings S.à r.l., Société à responsabilité limitée (en liquidation).

Capital social: USD 25.000,00.

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

R.C.S. Luxembourg B 141.858.

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En date du 13 novembre 2013, l'Associé Unique de la Société a pris la décision suivante:

- Nomination de EQ Audit S.à r.l, une société à responsabilité limitée, ayant son siège social au 2, rue J.Hackin, L-1746 Luxembourg, Grand-Duché du Luxembourg, enregistrée au RCS Luxembourg sous le numéro B124782, au poste de Commissaire à la liquidation, avec effet immédiat et par une durée indéterminée.

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

Manacor (Luxembourg) S.A.

Mandataire

Référence de publication: 2013160816/15.

(130197272) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 novembre 2013.

Gold Shana 26 S.à r.l., Société à responsabilité limitée.

Siège social: L-2550 Luxembourg, 38, avenue du X Septembre.

R.C.S. Luxembourg B 172.055.

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

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

Référence de publication: 2013160763/9.

(130197027) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 novembre 2013.

H.K. Studio S.à r.l., Société à responsabilité limitée.

Siège social: L-4953 Hautcharage, 12, Cité Bommelscheuer.

R.C.S. Luxembourg B 163.187.

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

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

Référence de publication: 2013160772/10.

(130197127) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 novembre 2013.

Gherbi & Co Holding S.A., Société Anonyme.

Siège social: L-4751 Pétange, 165A, route de Longwy.

R.C.S. Luxembourg B 114.789.

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Les comptes annuels au 31/12/2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2013160760/10.

(130197424) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 novembre 2013.

Groupe Pierre Georges Latecoere, en abrégé GROUPE PGL, Société à responsabilité limitée.

Siège social: L-2529 Howald, 30, rue des Scillas.

R.C.S. Luxembourg B 161.111.

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

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

Signature.

Référence de publication: 2013160756/10.

(130197416) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 novembre 2013.

Geo Debt GP S.à r.l., Société à responsabilité limitée.

Siège social: L-1940 Luxembourg, 282, route de Longwy.

R.C.S. Luxembourg B 172.788.

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

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

Séverine Michel
Gérante

Référence de publication: 2013160751/11.

(130197350) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 novembre 2013.

GaveKal Multi-Strategy Fund SIF SICAV S.A., Société d'Investissement à Capital Variable - Fonds d'Investissement Spécialisé.

Siège social: L-1724 Luxembourg, 11A, boulevard du Prince Henri.

R.C.S. Luxembourg B 157.563.

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

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

Référence de publication: 2013160750/10.

(130197458) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 novembre 2013.

G Co-Investment I S.C.A., Société en Commandite par Actions.

Siège social: L-1940 Luxembourg, 282, route de Longwy.

R.C.S. Luxembourg B 161.794.

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

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

G Co-Investment GP S.à r.l.
Gérant
Séverine Michel
Gérante

Référence de publication: 2013160749/13.

(130197351) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 novembre 2013.

Han Lux S.à r.l., Société à responsabilité limitée.

Capital social: USD 180.000,00.

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

R.C.S. Luxembourg B 167.194.

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

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

Luxembourg, le 19 novembre 2013.

Signature

Le mandataire

Référence de publication: 2013160776/13.

(130197185) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 novembre 2013.

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

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 151.817.

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L'adresse de Monsieur Sacha DUKAN, gérant de catégorie A, a changé et est désormais la suivante:

7a, rue du Cygne, B-7500 TOURNAI

Luxembourg, le 19 novembre 2013.

Pour DUVALEC SARL

Référence de publication: 2013160684/12.

(130196943) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 novembre 2013.

Cutty Sark S.à r.l., Société à responsabilité limitée (en liquidation).

Capital social: EUR 12.500,00.

Siège social: L-1855 Luxembourg, 43, avenue J.F. Kennedy.

R.C.S. Luxembourg B 123.663.

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1. La nouvelle dénomination sociale de l'associé Apollo European Real Estate Fund III LP, avec siège social au 2711, Centerville Road, Corporation Service Company, étage Suite 400, 19808 Wilmington, Delaware, Etats-Unis, est la suivante: Ares European Real Estate Fund III, L.P.

2. La nouvelle dénomination sociale de l'associé Apollo European Real Estate Fund III (Euro) L.P., avec siège social au 2, Manhattanville Road, NY 10577 Purchase, Etats-Unis, est la suivante: Ares European Real Estate Fund III (Euro), L.P.

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

Luxembourg, le 15 novembre 2013.

Référence de publication: 2013160649/15.

(130197514) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 novembre 2013.

European Property Fund (Holdings) Limited S.à.r.l., Société à responsabilité limitée.

Siège social: L-2520 Luxembourg, 1, allée Scheffer.

R.C.S. Luxembourg B 124.428.

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Les comptes consolidés au 31 décembre 2008 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 Novembre 2013.

TMF Luxembourg S.A.

Signature

Domiciliataire

Référence de publication: 2013160696/14.

(130197041) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 novembre 2013.

White Fairy Resort Holding S.A., Société Anonyme.

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

R.C.S. Luxembourg B 167.521.

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EXTRAIT

Il résulte de l'assemblée générale extraordinaire tenue en date 18 novembre 2013 que:

1. Madame Floriana ROBBIANI, née le 6 juillet 1971 à Viganello, Suisse, résidant au Via al Roccolo 13, 6962 Alonago, Suisse a été nommée administrateur de la Société et administrateur-délégué à la gestion journalière avec un pouvoir de signature individuel, avec effet immédiat et ce jusqu'à l'assemblée générale ordinaire approuvant les comptes clos au 31 décembre 2016.

2. La Société prend acte que les adresses des administrateurs repris ci-dessous sont désormais les suivantes:

- Monsieur Benoît BAUDUIN, 16, avenue Pasteur, L-2310 Luxembourg;

- Monsieur Patrick MOINET, 156, rue Albert Unden, L-2652 Luxembourg.

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

Pour extrait conforme
Luxembourg, le 18 novembre 2013.

Référence de publication: 2013160485/19.

(130195981) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 novembre 2013.

WOHL et CO Sàrl, Société à responsabilité limitée.

Siège social: L-6460 Echternach, 3, place du Marché.

R.C.S. Luxembourg B 94.721.

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

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

Signature.

Référence de publication: 2013160486/10.

(130196760) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 novembre 2013.

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

Siège social: L-1161 Luxembourg, 11, rue Chingiz T. Aitmatov.

R.C.S. Luxembourg B 180.519.

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Extrait des résolutions adoptées en date du 1 er novembre 2013

- Le siège social de la société est transféré du 68, avenue de la Liberté, L-1930 Luxembourg au 11, rue Chingiz T. Aitmatov, L-1161 Dommeldange

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

XGNUM S.àr.l.
Signature
Un mandataire, Adm. dél.

Référence de publication: 2013160488/14.

(130196612) Déposé au registre de commerce et des sociétés de Luxembourg, le 19 novembre 2013.

Fall Co 1 S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 176.615.

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Statuts coordonnés, suite à l'assemblée générale extraordinaire reçue par Maître Francis KESSELER, notaire de résidence à Esch/Alzette, en date du 1 er août 2013 déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Esch/Alzette, le 2 septembre 2013.

Référence de publication: 2013160723/11.

(130197562) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 novembre 2013.

Electronique Commerciale Européenne S.A., Société Anonyme.

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

R.C.S. Luxembourg B 77.283.

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Il résulte du procès-verbal de l'Assemblée Générale Ordinaire daté du 18 novembre 2013 que Mme Maria Helena GONCALVES, née à Hayange (France), le 20 avril 1976 avec adresse professionnelle au 231, Val des Bons Malades, L-2121 Luxembourg a été nommée avec effet immediat aux fonctions d'Administrateur de la Société en remplacement de M. Fernand HEIM, démissionnaire. Son mandat expirera à l'issue de l'Assemblée Générale Ordinaire qui se tiendra en 2015.

Il résulte du procès-verbal d'une réunion du Conseil d'Administration tenue en date du 18 novembre 2013 que Mme Maria Helena GONCALVES, Corporate Manager, avec adresse professionnelle au 231, Val des Bons Malades, L-2121 Luxembourg, a été nommée à la fonction de Présidente du Conseil d'Administration de la Société.

Pour extrait conforme
SG AUDIT S.àr.l.

Référence de publication: 2013160708/16.

(130197028) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 novembre 2013.

Mapierre S.A., Société Anonyme.

Siège social: L-1898 Kockelscheuer, 37, rue Mathias Weistroffer.

R.C.S. Luxembourg B 37.021.

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Les comptes annuels au 31 décembre 2008 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Signature.

Référence de publication: 2013160901/10.

(130197283) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 novembre 2013.

Mapierre S.A., Société Anonyme.

Siège social: L-1898 Kockelscheuer, 37, rue Mathias Weistroffer.

R.C.S. Luxembourg B 37.021.

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

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

Signature.

Référence de publication: 2013160902/10.

(130197284) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 novembre 2013.

De Raekt S. à r.l. / B.V., Société à responsabilité limitée.

Siège de direction effectif: L-2132 Luxembourg, 34, avenue Marie-Thérèse.

R.C.S. Luxembourg B 141.512.

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

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

Référence de publication: 2013161319/9.

(130198143) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 novembre 2013.

Comimpex, Société Anonyme.

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

R.C.S. Luxembourg B 20.583.

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

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

Référence de publication: 2013161306/9.

(130198354) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 novembre 2013.

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

Siège social: L-8140 Bridel, 60, rue de Luxembourg.

R.C.S. Luxembourg B 155.714.

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

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

Référence de publication: 2013161315/9.

(130198413) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 novembre 2013.

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

Capital social: EUR 50.000,00.

Siège social: L-1247 Luxembourg, 8-10, rue de la Boucherie.

R.C.S. Luxembourg B 177.476.

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EXTRAIT

L'un des associés de la société, à savoir Monsieur Pierre ARDIZZOIA, a cédé le 18 novembre 2013, les 40 parts sociales qu'il détenait à l'autre associé de la société, à savoir:

- CRESUS SAS, dont le siège social se situe au 29, rue Gasparin, F-69002 Lyon, France, société immatriculée au Registre de Commerce de Lyon sous le numéro 391 022 886.

Luxembourg, le 20 novembre 2013.

Pour CRESUSLUX S.à r.l.

Société à responsabilité limitée

Référence de publication: 2013161314/16.

(130198260) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 novembre 2013.

Colwind, Société à responsabilité limitée.

Siège social: L-2453 Luxembourg, 12, rue Eugène Ruppert.

R.C.S. Luxembourg B 167.343.

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

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

COLWIND

Signatures

Gérant / Gérant

Référence de publication: 2013161305/12.

(130197765) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 novembre 2013.

CMC Holding Sàrl, Société à responsabilité limitée.

Capital social: EUR 97.550,00.

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

R.C.S. Luxembourg B 130.583.

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EXTRAIT

Les gérants de la société, à savoir, Messieurs Derry CROWLEY et Donal McCARTHY ont désormais l'adresse suivante:

- Building G, West Cork Technology Park, Clonakilty, Co. Cork, Irlande.

En outre, les associés de la société, à savoir, CMC Nominees Limited, Messieurs Derry CROWLEY et Donal McCARTHY ont désormais l'adresse suivante:

- Building G, West Cork Technology Park, Clonakilty, Co. Cork, Irlande.

Luxembourg, le 13 novembre 2013.

Pour CMC HOLDING SARL

Société à responsabilité limitée

Référence de publication: 2013161303/17.

(130198114) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 novembre 2013.

Cenovus International Enterprises S.à r.l., Société à responsabilité limitée.

Capital social: USD 80.000,00.

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

R.C.S. Luxembourg B 176.718.

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EXTRAIT

La société prend acte qu'une erreur a été commise dans l'adresse de Monsieur Shane Cooke, gérant de la Société.

En effet, Monsieur Shane Coolke demeure au 2040 - 27 th Street SW, T3E 2E7 Calgary, Alberta, Canada.

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

Pour extrait conforme

Luxembourg, le 20 novembre 2013.

Référence de publication: 2013161266/14.

(130197643) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 novembre 2013.

Cenovus International Investments S.à r.l., Société à responsabilité limitée.

Capital social: USD 3.100.100,00.

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

R.C.S. Luxembourg B 176.368.

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EXTRAIT

La société prend acte qu'une erreur a été commise dans l'adresse de Monsieur Shane Cooke, gérant de la Société.

En effet, Monsieur Shane Cooke demeure au 2040 - 27 th Street SW, T3E 2E7 Calgary, Alberta, Canada.

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

Pour extrait conforme

Luxembourg, le 20 novembre 2013.

Référence de publication: 2013161267/14.

(130197644) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 novembre 2013.

Cloud Managed Data, Société Anonyme.

Siège social: L-2557 Luxembourg, 9, rue Robert Stümper.

R.C.S. Luxembourg B 140.240.

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Les comptes annuels au 31/12/2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 20/11/2013.

G.T. Experts Comptables Sàrl

Luxembourg

Référence de publication: 2013161273/12.

(130197825) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 novembre 2013.

Crystal Partners Lux Holding Company Limited, Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-2449 Luxembourg, 8, boulevard Royal.

R.C.S. Luxembourg B 135.412.

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Extrait des résolutions prises le 15 novembre 2013

Il résulte du procès-verbal:

- Transfert du siège social de la Société au 8, boulevard Royal, L-2449 Luxembourg.

Pour extrait conforme

Signature

Un mandataire

Référence de publication: 2013161284/14.

(130197734) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 novembre 2013.

Anidris Services S.A., Société Anonyme.

Siège social: L-5326 Contern, 17, rue Edmond Reuter.

R.C.S. Luxembourg B 179.138.

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Extrait du Procès-verbal de l'assemblée générale extraordinaire tenue le 30 octobre 2013 à Contern

L'Assemblée prend acte de la démission de la société FIDUO S.A., 10A, rue Henri M. Schnadt, L-2530 Luxembourg de son poste de commissaire de la société et nomme en remplacement au poste de commissaire la société AUDITEX S.à r.l., ayant son siège social 3A, boulevard du Prince Henri, L-1724 Luxembourg, RCS Luxembourg B 91.559.

Son mandat prendra fin à l'issue de l'Assemblée Générale Ordinaire à tenir en 2017.

ANIDRIS SERVICES S.A.
Le conseil d'administration

Référence de publication: 2013161210/14.

(130197693) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 novembre 2013.

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

Siège social: L-2132 Luxembourg, 36, avenue Marie-Thérèse.

R.C.S. Luxembourg B 54.848.

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Le bilan au 31.12.2010 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 20 novembre 2013.
Pour ordre
EUROPE FIDUCIAIRE (Luxembourg) S.A.
Boîte Postale 1307
L–1013 Luxembourg

Référence de publication: 2013161213/14.

(130198214) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 novembre 2013.

AP Legnano S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1855 Luxembourg, 43, avenue J.F. Kennedy.

R.C.S. Luxembourg B 120.688.

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1. La nouvelle dénomination sociale de l'associé Apollo European Real Estate Fund II LP, avec siège social au 2711, Centerville Road, Suite 400, 19808 Wilmington, Delaware, Etats-Unis, est la suivante: Ares European Real Estate Fund II, L.P.

2. La nouvelle dénomination sociale de l'associé Apollo European Real Estate Fund II (Euro) LP, avec siège social au 2, Manhattanville Road, NY 10577 Purchase, Etats-Unis, est la suivante: Ares European Real Estate Fund II (Euro), L.P.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 15 novembre 2013.

Référence de publication: 2013161215/15.

(130197972) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 novembre 2013.

Cordea Savills Italian Opportunities No. 1 S.à r.l., Société à responsabilité limitée.

Capital social: EUR 20.891.935,70.

Siège social: L-2546 Luxembourg, 10, rue C.M. Spoo.

R.C.S. Luxembourg B 117.974.

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

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 20 novembre 2013.

Référence de publication: 2013161278/11.

(130198141) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 novembre 2013.

Midland Trading Europe S.à.r.l., Société à responsabilité limitée.

Siège social: L-9764 Marnach, 19, rue de Marbourg.

R.C.S. Luxembourg B 106.278.

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CLÔTURE DE LIQUIDATION

Extrait

Par jugement n° 764/2013 rendu en date du 6 novembre 2013, le Tribunal d'Arrondissement de et à Diekirch, siégeant en matière commerciale, a, conformément à l'article 536 du Code de commerce, déclaré closes pour insuffisance d'actif les opérations de liquidation de la société à responsabilité limitée MIDLAND TRADING EUROPE Sàrl, avec siège à L-9764 Marnach, 19, rue de Marbourg, inscrite au RCS sous le numéro B 106.278, liquidation judiciaire ordonnée par jugement du Tribunal d'Arrondissement de et à Diekirch en date du 17 avril 2013.

Pour extrait conforme
Maître Christian HANSEN
Le liquidateur / Avocat à la Cour
30, route de Gilsdorf
L-9234 Diekirch

Référence de publication: 2013162992/19.

(130198337) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 novembre 2013.

4D Investissements S.A., Société Anonyme.

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

R.C.S. Luxembourg B 155.809.

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

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

POUR 4D INVESTISSEMENTS S.A.
F. DARCHE / Ch. FRANCOIS
Administrateur / Administrateur et Président du Conseil d'Administration

Référence de publication: 2013162303/12.

(130198720) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 novembre 2013.

TransForce, Luxembourg Branch, Succursale d'une société de droit étranger.

Adresse de la succursale: L-1331 Luxembourg, 11-13, boulevard Grande-Duchesse Charlotte.

R.C.S. Luxembourg B 160.197.

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Les comptes au 31 décembre 2012 de la société mère 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 TransForce, Luxembourg Branch
Intertrust (Luxembourg) S.A.

Référence de publication: 2013162304/12.

(130198315) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 novembre 2013.

ICNord s.à r.l., Société à responsabilité limitée.

Siège social: L-9016 Ettelbruck, 3, rue de l'Ecole Agricole.

R.C.S. Luxembourg B 139.675.

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

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

Alex WEBER
Notaire

Référence de publication: 2013163011/11.

(130199100) Déposé au registre de commerce et des sociétés de Luxembourg, le 22 novembre 2013.

Caterpillar Luxembourg Group S. à r.l., Société à responsabilité limitée.

Capital social: USD 219.249.150,00.

Siège social: L-2530 Luxembourg, 4A, rue Henri M. Schnadt.

R.C.S. Luxembourg B 119.817.

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In the year two thousand and thirteen, on the twenty-ninth day of November,

before the undersigned, Maître Francis Kesseler, a notary resident in Esch-sur-Alzette, Grand Duchy of Luxembourg,

THERE APPEARED:

Caterpillar Luxembourg S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée), having its registered office at 4a, rue Henri Schnadt, L-2530 Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 109.381 and having a share capital amounting to USD 129,821,700 (the Sole Shareholder),

here represented by Mrs Sofia AFONSO-DA CHAO CONDE, private employee, whose professional address is in Esch-sur-Alzette, Grand Duchy of Luxembourg, by virtue of a power of attorney given under private seal.

After signature ne varietur by the authorised representative of the Sole Shareholder and the undersigned notary, this power of attorney will remain attached to this deed to be registered with it.

The Sole Shareholder, represented as set out above, has requested that the undersigned notary record the following:

(i) the Sole Shareholder holds all of the shares in the Company;

(ii) the Company was incorporated on 14 September 2006, pursuant to a deed drawn up by Maître Henri Hellinckx, a notary resident in Luxembourg, Grand Duchy of Luxembourg, published in the Mémorial C, Recueil des Sociétés et Associations (the Mémorial) on 13 November 2006 under number 2114. Since that date, the Company's articles of association (the Articles) have been amended several times and most recently on 25 November 2010 pursuant to a deed drawn up by Maître Henri Hellinckx, a notary resident in Luxembourg, Grand Duchy of Luxembourg, published in the Mémorial on 24 February 2011 under number 369;

(iii) the agenda of the Meeting is as follows:

a) presentation of the joint merger proposal providing for the absorption by the Company of its wholly-owned subsidiary (the Joint Merger Proposal), Caterpillar Luxembourg Mexico S.a r.l., a Luxembourg private limited liability company incorporated under the laws of Luxembourg, with its registered office at 4A, rue Henri M. Schnadt, L-2530 Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 170.416, and having a share capital of USD 3,300,000.00 (the Company Ceasing to Exist and together with the Company, the Merging Companies or individually, a Merging Company);

b) acknowledgement that all the documents required by articles 267 and 278 of the law on commercial companies dated 10 August 1915, as amended, have been deposited at the Company's registered office for due inspection by the shareholders at least one month before the date of the general meeting of shareholders of the Company resolving on the joint draft merger terms;

c) approval of the Joint Merger Proposal and the decision to carry out the merger by way of the absorption by the Company of the Company Ceasing To Exist;

d) acknowledgment that from an accounting point of view, the operations of the Company Ceasing to Exist will be treated as having being carried out on behalf of the Company as from 29 November 2013, and acknowledgment of the effective date of the merger between the parties and of the date of enforceability of the merger towards third parties;

e) granting of all powers to any member of the Company's board of managers and to any employee of or any lawyer at Loyens & Loeff Luxembourg S.a r.l., acting individually, with full power of substitution, to execute any documents and perform any actions and formalities necessary, appropriate, required or desirable in connection with the merger; and

f) miscellaneous.

(iv) that the Sole Shareholder has taken the following resolutions:

First resolution

The Sole Shareholder resolves to acknowledge that the board of managers of the Company has presented to it the Joint Merger Proposal dated 21 October 2013, published in the Mémorial, N°2685 of 28 October 2013 in accordance with article 262 of the law of August 15, 1915 on commercial companies (the Law) and providing for the absorption by the Company of the Company Ceasing to Exist.

Second resolution

The Sole Shareholder resolves to acknowledge that the Joint Merger Proposal and the Merging Companies' annual accounts and annual reports (if any) of the last three financial years have been deposited at the Company's registered office, for due inspection by the shareholders at least one month before the date hereof, a certificate attesting the deposit of said documents, duly signed by an authorised representative of the Company, has been given to the notary.

The Sole Shareholder further acknowledges that the sole shareholder of each Merging Company has waived (i) the requirements provided for under article 265 (1) and (2) of the Law in accordance with article 265 (3) of the Law; (ii) the requirements under article 267-1 (c) in accordance with indent 2 of article 267-1 (e) of the Law, and (iii) their right to inspect the documents mentioned in articles 265 (1) and (2) of the Law and article 267-1 (c) at the respective registered office of the Merging Companies at least one month before the date of the Sole Shareholder's resolutions deciding on the Joint Merger Proposal.

Third resolution

The Sole Shareholder resolves to carry out the merger by way of the absorption of the Company Ceasing to Exist by the Company, in accordance with the conditions detailed in the Joint Merger Proposal. The Sole Shareholder acknowledges (i) the dissolution without liquidation of the Company Ceasing to Exist as per the effective date by way of transfer at book value of all the assets and liabilities of the Company Ceasing to Exist to the Company, all in accordance with the Joint Merger Proposal and (ii) the cancellation, as a consequence of the merger, of the shares held by the Company in the Company Ceasing to Exist.

Fourth resolution

The Sole Shareholder resolves to acknowledge (i) that from an accounting point of view, the operations of the Company Ceasing to Exist will be treated as having being carried out on behalf of the Company as from 29 November 2013 (ii) that the merger takes effect between the Merging Companies on the date of the concurring general meetings of the shareholders of the Merging Companies approving the merger and is enforceable towards third parties after the publication in the Mémorial of the minutes of the general meetings of the Merging Companies' shareholders approving the merger.

Fifth resolution

The Sole Shareholder resolves to grant all powers to any member of the Company's board of managers and to any employee of or any lawyer at Loyens & Loeff Luxembourg S.à r.l., acting individually, with full power of substitution, to execute any documents and perform any actions and formalities necessary, appropriate, required or desirable in connection with the merger.

Declaration

The undersigned notary states, in accordance with the provisions of article 271(2) of the Law, having verified and certified the existence and the validity of (i) the legal acts and formalities incumbent upon the Company and (ii) of the Joint Merger Proposal.

There being no further business, the Meeting is adjourned.

The undersigned notary, who understands and speaks English, states that at the request of the appearing party, this deed is drawn up in English, followed by a French version, and that in the case of divergences, the English text prevails.

WHEREOF, this deed is drawn up in Esch-sur-Alzette, on the day stated above.

After reading this deed aloud, the notary signs it with the Sole Shareholder's authorised representative.

Suit la traduction française du texte qui précède:

L'an deux mille treize, le vingt-neuvième jour de novembre,

par devant le soussigné, Maître Francis Kesseler, notaire de résidence à Esch-sur-Alzette, Grand-Duché de Luxembourg,

A COMPARU:

Caterpillar Luxembourg S.à r.l., une société à responsabilité limitée luxembourgeoise, dont le siège social est établi au 4a, rue Henri Schnadt, L-2530 Luxembourg, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B109.381 et disposant d'un capital social de USD 129.821.700 (l'Associé Unique),

ici représenté par Madame Sofia AFONSO-DA CHAO CONDE, employée privée, de résidence professionnelle à Esch-sur-Alzette, Grand-Duché de Luxembourg, en vertu d'une procuration donnée sous seing privé.

Après signature ne varietur par le mandataire de l'Associé Unique et le notaire instrumentant, ladite procuration restera annexée au présent acte pour être enregistrée avec lui.

L'Associé Unique, représenté comme indiqué ci-dessus, a requis le notaire instrumentant d'acter ce qui suit:

(i) l'Associé Unique détient toutes les parts sociales dans la Société;

(ii) la Société a été constituée le 14 septembre 2006, suivant un acte dressé par Maître Henri Hellinckx, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg, publié au Mémorial C, Recueil des Sociétés et Associations (le Mémorial) le 13 novembre 2006 sous le numéro 2114. Depuis cette date, les statuts de la Société (les Statuts) ont été modifiés à plusieurs reprises et pour la dernière fois le 25 novembre 2010 suivant un acte dressé par Maître Henri Hellinckx, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg, publié au Mémorial le 24 février 2011 sous le numéro 369;

(iii) l'ordre du jour de l'Assemblée est comme suit:

a. présentation du projet commun de fusion prévoyant l'absorption par la Société de sa filiale en propriété exclusive (le Projet Commun de Fusion), Caterpillar Luxembourg Mexico S.à r.l., une société à responsabilité limitée luxembourgeoise constituée selon les lois du Luxembourg, dont le siège social est établi au 4A, rue Henri M. Schnadt, L-2530 Luxembourg, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B170.416 et disposant d'un capital social de USD 3.300.300 (la Société Absorbée et avec la Société, les Sociétés qui Fusionnent et individuellement une Société qui Fusionne);

b. prise d'acte que tous les documents requis par les articles 267 et 278 de la loi sur les sociétés commerciales du 10 août 1915, telle que modifiée, ont été déposés au siège social de la Société pour inspection attentive des associés au moins un mois avant la date de l'assemblée générale des associés de la Société statuant sur les termes du projet commun de fusion;

c. approbation du Projet Commun de Fusion et décision d'accomplir la fusion par voie d'absorption par la Société de la Société Absorbée;

d. prise d'acte que d'un point de vue comptable, les opérations de la Société Absorbée seront traitées comme ayant été accomplies au nom de la Société à partir du 29 novembre 2013, et prise d'acte de la date effective de la fusion entre les parties et de la date de force exécutoire de la fusion vis-à-vis des tiers;

e. octroi de tous les pouvoirs à chaque membre du conseil de gérance de la Société et à tout employé ou tout avocat de Loyens & Loeff Luxembourg S.à r.l., agissant individuellement, avec plein pouvoir de substitution, pour exécuter tous les documents et accomplir toutes les formalités nécessaires, appropriées, requises ou souhaitables en relation avec la fusion; et

f. divers.

(iv) que l'Associé Unique a pris les résolutions suivantes:

Première résolution

L'Associé Unique décide de prendre acte que le conseil de gérance de la Société lui a présenté le Projet Commun de Fusion daté du 21 octobre 2013, publié au Mémorial, N°2685 le 28 octobre 2013, conformément à l'article 262 de la loi du 15 août 1915, sur les sociétés commerciales (la Loi) et prévoyant l'absorption par la Société de la Société Absorbée.

Deuxième résolution

L'Associé Unique décide de prendre acte que le Projet Commun de Fusion, les comptes annuels et les rapports annuels (le cas échéant) des trois derniers exercices sociaux des Sociétés qui Fusionnent ont été déposés au siège social de la Société, pour inspection attentive des associés au moins un moins avant la date des présentes, un certificat attestant le dépôt desdits documents, dûment signé par un mandataire de la Société, a été fourni au notaire.

L'Associé Unique prend acte en outre que l'associé unique de chaque Société qui Fusionne a renoncé (i) aux exigences mentionnées à l'article 265 (1) et (2) de la Loi conformément à l'article 265 (3) de la Loi, (ii) les exigences de l'article 267-1 (c) conformément au paragraphe 2 de l'article 267-1 (e) de la Loi, et (iii) leur droit d'inspecter les documents mentionnés aux articles 265 (1) et (2) de la Loi et 267-1 (c) au siège social respectif des Sociétés qui Fusionnent au moins un mois avant la date des résolutions de l'Associé Unique statuant sur le Projet Commun de Fusion.

Troisième résolution

L'Associé Unique décide d'accomplir la fusion par voie d'absorption de la Société Absorbée par la Société conformément aux conditions détaillées dans le Projet Commun de Fusion. L'Associé Unique prend acte de (i) la dissolution sans liquidation de la Société Absorbée à partir de la date effective par voie de transfert à la valeur comptable de tous les actifs et passifs de la Société Absorbée à la Société, conformément au Projet Commun de Fusion et (ii) l'annulation en conséquence de la fusion, de toutes les parts sociales détenues par la Société dans la Société Absorbée.

Quatrième résolution

L'Associé Unique décide de prendre acte (i) que d'un point de vue comptable, les opérations de la Société Absorbée seront traitées comme ayant été accomplies au nom de la Société à partir du 29 novembre 2013 (ii) que la fusion prend effet entre les Sociétés qui Fusionnent à la date des assemblées générales concordantes des associés des Sociétés qui Fusionnent approuvant la fusion et est opposable aux tiers après la publication au Mémorial des procès-verbaux des assemblées générales des associés des Sociétés qui Fusionnent approuvant la fusion.

Cinquième résolution

L'Associé Unique décide d'accorder tous les pouvoirs à chaque membre du conseil de gérance de la Société et à tout employé ou avocat de Loyens & Loeff Luxembourg S.à r.l., agissant individuellement, avec plein pouvoir de substitution, pour exécuter tous les documents et accomplir toutes les formalités nécessaires, appropriées, requises ou souhaitables en relation avec la fusion.

Déclaration

Le notaire instrumentant atteste conformément aux dispositions de l'article 271(2) de la Loi, avoir vérifié et certifié l'existence et la validité (i) des actes juridiques et des formalités incombant à la Société et (ii) du Projet Commun de Fusion.

Plus aucun point à traiter, l'Assemblée est ajournée.

Le notaire instrumentant, qui comprend et parle l'anglais, déclare qu'à la demande de la partie comparante, le présent acte est rédigé en anglais suivi d'une version française, et en cas de divergences, le texte anglais prévaut.

Dont Acte, fait et passé à Esch-sur-Alzette, à la date qu'en tête des présentes.

Après avoir lu le présent acte à voix haute, le notaire le signe avec le mandataire de l'Associé Unique.

Signé: Conde, Kesseler.

Enregistré à Esch/Alzette Actes Civils, le 06 décembre 2013. Relation: EAC/2013/16051. Reçu soixante-quinze euros 75,00 €

Le Receveur (signé): Santioni A.

POUR EXPEDITION CONFORME

Référence de publication: 2013173007/178.

(130210773) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 décembre 2013.

Petrobras International Finance Company S.A., Société Anonyme.

Siège social: L-2163 Luxembourg, 40, avenue Monterey.

R.C.S. Luxembourg B 179.383.

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In the year two thousand thirteen, on the second day of December

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

There appeared:

Petróleo Brasileiro S.A. - PETROBRAS, an entity organized under the laws of the Federative Republic of Brazil, having its registered office at Avenida Republica do Chile, 65, Centro, Rio de Janeiro, RJ, Brazil, registered with the National Register of Legal entities (CNJP) under number 33.000.167/0001-01 (the "Sole Shareholder" or the "Recipient Company"),

here represented by Mr. William Tanguy, lawyer, with professional address at 10-12, boulevard Roosevelt, L-2450 Luxembourg, by virtue of a proxy given under private seal.

Such proxy having been signed "ne varietur" by the proxy holder acting on behalf of the appearing party and the undersigned notary, shall remain attached to this deed to be filed with such deed with the registration authorities.

The appearing party, represented as stated here above, has requested the undersigned notary to record as follows:

I. The appearing party is the sole shareholder of Petrobras International Finance Company S.A., a public company limited by shares (société anonyme) governed by the laws of the Grand Duchy of Luxembourg, having its registered office at 40, Avenue Monterey, L-2163 Luxembourg, registered with the Luxembourg Trade and Companies' Register under number B 179.383, having transferred its registered office and its central administration from the Cayman Islands to the Grand Duchy of Luxembourg pursuant to a deed enacted by Maître Francis Kesseler on 25 July 2013 published in the Mémorial C, Recueil des Sociétés et Associations (the "Mémorial C") number 2412 dated 30 September 2013 (the "Demerged Company").

II The 1,820,050,000 (one billion eight hundred twenty million fifty thousand) shares of a nominal value of USD 1 (one United States Dollar) each, representing the whole share capital of the Demerged Company, are represented so that the Sole Shareholder can validly decide on all the items of the agenda, of which the Sole Shareholder expressly states having been duly informed beforehand.

III. The Demerged Company together with the Recipient Company being referred to as the "Companies".

IV. It was reminded that the Companies plan to separate the commercial assets and the financial assets of the Demerged Company.

V. It is intended to partially demerge the Demerged Company by the absorption, by the Recipient Company, of the commercial assets and liabilities of the Demerged Company (the "Demerged Company Commercial Assets" and the "Demerged Company Commercial Liabilities"), as described in the common terms of demerger executed by and between the Demerged Company and the Recipient Company on 2nd October 2013 (the "Terms of Demerger") (the "Demerger").

VI. The provisions of the Luxembourg Law on Commercial Companies dated 10 th August 1915, as amended (the "Law") regarding the demergers have been fulfilled:

- The board of directors of the Demerged Company has approved the Terms of Demerger.

- The Terms of Demerger have been executed by the Demerged Company and the Recipient Company under private seal on 2 nd October 2013 and published in the Memorial C number 2554 dated 15 th October 2013, which represents more than one month before the date of the general meetings convened to decide on the Demerger.

- Interim accounting statements of the Demerged Company have been established as of 31 st July 2013 (Article 295 (1) c) of the Law).

- The board of directors of the Demerged Company has adopted and executed an explanatory demerger report, explaining inter alia the Terms of Demerger and setting out the legal and economic grounds for the Demerger (Article 293 of the Law) (the "Demerged Company Report").

- The board of directors of the Recipient Company has adopted and executed an explanatory demerger report, explaining inter alia the Terms of Demerger and setting out the legal and economic grounds for the Demerger (the "Recipient Company Report").

- The Terms of Demerger have been reviewed (i) by a Luxembourg independent expert and a written report has been established by such Luxembourg independent expert and submitted to the shareholders of the Companies (Article 294 of the Law) (the "Luxembourg Expert Report") and (ii) by a Brazilian independent expert and a written report has been established by such Brazilian independent expert and submitted to the shareholders of the Companies (Article 229 § 3°, Article 227 §§ 1°, 2° and 3° and Article 8° of the Brazilian Corporation law n° 6.404 of 15 th December 1976 (the "Brazilian Law") (the "Brazilian Expert Report").

- Neither of the Companies have been dissolved or declared bankrupt nor has a suspension of payments been declared;

- The Demerged Company has no employees as at the date hereof;

- The documents required by Article 295 of the Law (Terms of Demerger, annual accounts and management reports for the last 3 (three) financial years of the Companies, Demerged Company Report, Recipient Company Report, Luxembourg Expert Report, Brazilian Expert Report and the interim accounting statements of the Demerged Company) have been made available at the registered office of the Demerged Company.

VII. That the agenda of the meeting is the following:

Agenda:

1. Approval of the Demerger of Petrobras International Finance Company S.A. by the absorption of the commercial assets and liabilities of Petrobras International Finance Company S.A. by Petróleo Brasileiro S.A. - PETROBRAS, as described in the Terms of Demerger and notably the amendment to article 5 of the articles of association of Petrobras International Finance Company S.A. further to its share capital decrease;

2. Acknowledgement of the consequences of the resolution 1. above;

3. Approval of the increase of the amount of the authorized share capital of Petrobras International Finance Company S.A. to USD 2,166,214,797 (two billion one hundred sixty six million two hundred fourteen thousand seven hundred ninety seven United States Dollars); and

4. Subsequent amendment of the second paragraph of article 5 of the articles of association of Petrobras International Finance Company S.A..

After the foregoing was approved, the Sole Shareholder declares the following:

First resolution

The Sole Shareholder acknowledges that the documents required by Article 295 of the Law have been put at its disposal at the registered office of the Demerged Company.

The Sole Shareholder resolves to approve the Demerger, as described in the Terms of Demerger. As a consequence of the Demerger, the net asset and the share capital of the Demerged Company will be reduced in the amount of USD 3,835,203 (three million eight hundred thirty-five thousand two hundred three United States Dollars) which will result in the cancellation of 3,835,203 (three million eight hundred thirty-five thousand two hundred three) shares of USD 1 (one United States Dollar) each, and its share capital will remain at the value of USD 1,816,214,797 (one billion eight hundred sixteen million two hundred fourteen thousand seven hundred ninety-seven United States Dollars), divided into 1,816,214,797 (one billion eight hundred sixteen million two hundred fourteen thousand seven hundred ninety-seven) shares having a nominal value of USD 1 (one United States Dollar), each.

As a consequence of the foregoing statements and resolutions, the Sole Shareholder resolves to amend the first paragraph of article 5 of the articles of association of the Demerged Company so as to read as follows:

« **Art. 5.** The subscribed share capital shall be USD 1,816,214,797 (one billion eight hundred and sixteen million, two hundred and fourteen thousand and seven hundred and ninety seven United States Dollars) divided into 1,816,214,797 (one billion eight hundred and sixteen million, two hundred and fourteen thousand and seven hundred and ninety seven) shares of USD 1 (one United States Dollar) each.»

No other amendment to be made to this article.

Second resolution

The Sole Shareholder acknowledges and approves that:

- The Demerged Company will continue to exist with the remaining assets and liabilities not allocated to the Recipient Company in accordance with the Terms of Demerger.

- To the extent that the allocation of assets, liabilities or other legal relationships (or parts thereof) is questionable or disputed, such allocation shall be effected by the Demerged Company at its reasonably exercised discretion and shall be binding for all parties involved. The Demerged Company must exercise its discretion to ensure compliance with the content of the Terms of Demerger in such manner that the allocation provided in the Terms of Demerger is realized.

- To the extent the Demerged Company does not make a declaration vis-à-vis the Recipient Company, any action taken or initiated by the Demerged Company with which the intention of allocation is shown is sufficient for exercising its discretion.

- To the extent that contracts specifically and undisputably pertaining to the commercial activity of the Demerged Company are not set out in the Terms of Demerger, they shall be transferred to the Recipient Company.

- The Recipient Company being the sole shareholder of the Demerged Company, no shares will be issued by the Recipient Company to its shareholders, as a consequence of the Demerger. Since no shares will be issued by the Recipient Company, no share exchange ratio shall apply, no cash payment will be made and no terms for the delivery of shares and no date as from which those shares shall carry the right to participate in the profits of the Recipient Company shall be determined.

- The Demerger shall become effective (a) between the Demerged Company and the Recipient Company as at the later of the date of (i) the extraordianry general meeting of the Sole Shareholder of the Demerged Company to be held before a Luxembourg notary approving the Demerger and (ii) the date of the approval of the Demerger by the shareholders of the Recipient Company in an extraordinary general meeting (the "Approval") and (b) towards third parties as of the later of (i) the date of the publication of the minutes of the extraordinary general meeting in the Mémorial C in accordance with the Law, contemplated to occur 15 (fifteen) days after the date of such extraordinary general meeting, at the most, and (ii) (A) at the date of Approval, in case the minutes of the shareholders general meeting of the Recipient Company are filed with the Rio de Janeiro Commercial Registry (Junta Comercial do Estado do Rio de Janeiro- "JUCERJA") within 30 (thirty) days of the Approval, according to Article 36 of the Brazilian Public Registration of Legal Entities Law, n° 8.934 of 18th November, 1994 or (B) in case the minutes of the shareholders general meeting of the Recipient Company have not been filed in the JUCERJA within 30 (thirty) days after the date of the Approval, at the date of obtaining the JUCERJA's approval of the registration of these minutes.

Third resolution

The Sole Shareholder resolves to extend the authorized share capital of the Demerged Company from its current amount of USD 2,000,050,000 (two billion fifty thousand United States Dollars) to USD 2,166,214,797 (two billion one hundred sixty six million two hundred fourteen thousand seven hundred ninety seven United States Dollars).

Fourth resolution

As a consequence of the foregoing statements and resolutions, the Sole Shareholder resolves to amend the second paragraph of article 5 of the articles of association of the Demerged Company so as to read as follows:

"The authorized share capital of the Company is fixed at USD 2,166,214,797 (two billion one hundred sixty six million two hundred fourteen thousand seven hundred ninety seven United States Dollars) and the issue of up to 2,166,214,797 (two billion one hundred sixty six million two hundred fourteen thousand seven hundred ninety seven) new shares of USD 1 (one United State Dollar) each. The board of directors or the sole director, as the case may be, is authorized, during a period expiring 5 (five) years after the publication of the authorization granted by the shareholder(s) meeting in the Mémorial C, Recueil des Sociétés et Associations, to increase in one or several times the share capital within the limits of the authorized capital."

No other amendment is to be made to this article.

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

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

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

Suit la traduction portugaise puis française du texte qui précède:

No ano de dois mil e treze, no dia dois de dezembro.

Diante de nós, Maître Francis Kesseler, notario residente em Esch-sur-Alzette, Grâo-Ducado de Luxemburgo.

Compareceram:

Petróleo Brasileiro S.A. - PETROBRAS, sociedade organizada sob as leis da República Federativa do Brasil, com sede na Avenida República do Chile, n° 65, Centro, Rio de Janeiro, RJ, Brasil, inscrita no Cadastro Nacional de Pessoas Jurídicas (CNPJ) sob o n° 33.000.167/0001-01 (o "Acionista Único" ou "Sociedade Incorporadora"),

aqui representada pelo Sr. William Tanguy, advogado, com endereço profissional ao n° 10-12, boulevard Roosevelt, L-2450 Luxembourg, através de uma procuraçâo particular.

Essa procuração tendo sido assinada "ne varietur" (sem variação) pelo procurador, agindo em nome da parte representada e do notario abaixo-assinado, deverá ser anexada a este documento para que ambos sejam arquivados perante as autoridades de registro.

A parte, aqui representada conforme anteriormente afirmado, solicitou ao notario abaixo-assinado o registro do seguinte:

I A parte representada é a única acionista da Petrobras International Finance Company S.A., uma sociedade por ações (société anonyme), regida pelas leis do Grão-Ducado de Luxemburgo, com sede ao n° 40, Avenue Monterey, L-2163, Luxemburgo, registrada junto ao Registro de Comercio de Luxemburgo sob o número B 179.383, tendo transferido sua sede e sua administração central das Ilhas Cayman para o Grão-Ducado de Luxemburgo, nos termos da escritura emitida por Maître Francis Kesseler em 25 de julho de 2013, publicada no Mémorial C, Recueil des Sociétés et Associations (o "Mémorial C"), número 2412 de 30 de Setembro de 2013 (a "Sociedade Cindida").

II. As 1.820.050.000 (um bilhão oitocentos e vinte milhões e cinquenta mil) ações de valor nominal de US$ 1 (um dólar norte-americano) cada, representando todo o capital social da Sociedade Cindida, são neste ato representadas de modo que o Acionista Único pode validamente decidir sobre todos os itens da ordem do dia, da qual o Acionista Único declara expressamente ter sido devidamente informado com antecedencia.

III. A Sociedade Cindida, em conjunto com a Sociedade Incorporadora, serão doravante referidas como "Sociedades".

IV. Foi dito que as Sociedades pretendem separar os ativos comerciais e os ativos financeiros da Sociedade Cindida.

V. Pretende-se realizar a cisão parcial da Sociedade Cindida com versão para a Sociedade Incorporadora dos ativos e passivos comerciais da Sociedade Cindida (os "Ativos Comerciáis da Sociedade Cindida" e os "Passivos Comerciais da Sociedade Cindida"), conforme descrito no protocolo e justificação da cisão parcial celebrado entre a Sociedade Cindida e a Sociedade Incorporadora, em 2 de Outubro de 2013 (o "Protocolo e Justificação de Cisão Parcial") (a "Cisão Parcial").

VI. As disposições da Lei de Luxemburgo sobre Sociedades Comerciais, datada de 10 de agosto de 1915, conforme alterada (a "Lei") a respeito das cisoes foram cumpridas:

- O conselho de administração da Sociedade Cindida aprovou o Protocolo e Justificação de Cisão Parcial.

- O Protocolo e Justificação de Cisão Parcial foi assinado pela Sociedade Cindida e pela Sociedade Incorporadora por instrumento particular, em 2 de outubro de 2013, e publicado no Memorial C n° 2554, datado de 15 de outubro de 2013, o que representa mais de um mes antes da data da assembleia geral convocada para deliberar sobre a Cisão Parcial.

- Demonstrações contábeis intermediarias da Sociedade Cindida foram produzidas em 31 de julho de 2013 (artigo 295 (1) c da Lei).

- O conselho de administração da Sociedade Cindida aprovou e assinou um relatório explicativo da cisão parcial, explicando, entre outros assuntos, o Protocolo e Justificação de Cisão Parcial, e dispondo sobre os fundamentos jurídicos e económicos para a Cisão Parcial (artigo 293 da Lei) (o "Relatório de Cisão da Sociedade Cindida").

- O conselho de administração da Sociedade Incorporadora aprovou e assinou um relatório explicativo da cisão parcial, explicando, entre outros assuntos, o Protocolo e Justificação de Cisão Parcial, e dispondo sobre os fundamentos jurídicos e económicos para a Cisão Parcial (o "Relatório de Cisão da Sociedade Incorporadora").

- O Protocolo e Justificação de Cisão Parcial foi revisto (i) por um contador independente de Luxemburgo, e um relatório escrito foi produzido por ele, para ser submetido aos acionistas das Sociedades (artigo 294 da Lei) (o "Relatório do Perito de Luxemburgo") e (ii) por um contador independente brasileiro, e um relatório escrito foi produzido por ele, para ser submetido aos acionistas das Sociedades (artigo 229 § 3°, artigo 227 §§ 1°, 2° e 3° e artigo 8° - da lei brasileira de Sociedades Anónimas n° 6.404, de 15 de Dezembro de 1976 (a "Lei Brasileira") (o "Relatório do Perito Brasileiro").

- Nenhuma das Sociedades foi dissolvida ou teve a falencia decretada, nem possui uma declaração de insolvência;

- A Sociedade Cindida náo possui funcionarios na data de assinatura deste documento;

- Os documentos exigidos pelo artigo 295 da Lei (Protocolo e Justificação de Cisão Parcial, as contas anuais e relatórios de diretoria dos últimos 3 (tres) anos fiscais das Sociedades, Relatório de Cisão, Relatório do Perito de Luxemburgo, Relatório do Perito Brasileiro e as demonstracoes contábeis intermediárias da Sociedade Cindida) foram disponibilizados na sede social da Sociedade Cindida.

VII. Que a ordem do dia da reuniáo é a seguinte:

Ordem do dia:

1. Aprovacao da Cisao Parcial da Petrobras International Finance Company S.A. com a versao dos ativos e passivos comerciais da Petrobras International Finance Company S.A. para a Petróleo Brasileiro S.A. - PETROBRAS, conforme descrito no Protocolo e Justificação de Cisão Parcial e, notadamente, a alteração do artigo 5° do estatuto social da Petrobras International Finance Company S.A. posteriormente á diminuição do seu capital social;

2. Ciencia das consequéncias da resolução 1. acima;

3. Aprovação do aumento do valor do capital autorizado da Sociedade Cindida para USD 2,166,214,797 (dois bilhões, cento e sessenta e seis milhões, duzentos e catoze mil, setecentos e noventa e sete dólares norte-americanos); e

4. Alteração posterior do segundo parágrafo do artigo 5° do estatuto social da Sociedade Cindida.

Após a aprovação do acima exposto, o Acionista Único declara o seguinte:

Primeira Deliberação

O Acionista Único reconhece que os documentos exigidos pelo artigo 295 da Lei foram colocados á sua disposição na sede social da Sociedade Cindida.

O Acionista Único decide aprovar a Cisão Parcial, conforme descrito no Protocolo e Justificação de Cisão Parcial. Como consequência da Cisão Parcial, o ativo líquido e o capital social da Sociedade Cindida seráo reduzidos no montante de USD 3.835.203 (três milhões, oitocentos e trinta e cinco mil, duzentos e três dólares norte-americanos), o que irá resultar no cancelamento de 3.835.203 (três milhões, oitocentos e trinta e cinco mil, duzentos e três) acoes de US$ 1 (um dólar norte americano), e o seu capital social restará no valor de USD 1.816.214.797 (um bilhão, oitocentos e dezesseis milhões, duzentos e catorze mil setecentos e noventa e sete dólares americanos), dividido em 1.816.214.797 (um bilhão, oitocentos e dezesseis milhões, duzentos e catorze mil, setecentos e noventa e sete) acoes com um valor nominal de US$ 1 (um dólar norte americano), cada uma.

Como consequência das declaracoes e resolucoes anteriores, o Acionista Único decide alterar o primeiro parágrafo do artigo 5° do estatuto social da Sociedade Cindida, de modo a que este passe a apresentar a seguinte redação:

" **Art. 5.** O capital social subscrito será de USD 1.816.214.797 (um bilhao, oitocentos e dezesseis milhões, duzentos e catorze mil, setecentos e noventa e sete dólares americanos), dividido em 1.816.214.797 (um bilhao, oitocentos e dezesseis milhões, duzentos e catorze mil setecentos e noventa e sete) agóes com um valor nominal de US$ 1 (um dólar norte americano), cada uma."

Nenhuma outra alteração é feita a esta cláusula.

Segunda Deliberação

O Acionista Único reconhece e aprova que:

- A Sociedade Cindida continuará a existir com os demais ativos e passivos náo alocados para a Sociedade Incorporadora, de acordo com o Protocolo e Justificação de Cisão Parcial.

- Na medida em que a alocação de ativos, passivos e outras relacoes jurídicas (ou suas partes) for questionável ou contestada, tal atribuição será efetuada pela Sociedade Cindida, a seu critério discricionário, desde que razoavelmente exercido, e deve ser obrigatória para todas as partes envolvidas. A Sociedade Cindida deve exercer o seu poder discricionário para garantir a conformidade com o conteúdo do Protocolo e Justificação de Cisão Parcial, de tal maneira que a alocação prevista no Protocolo e Justificação de Cisão Parcial seja observada.

- Na medida em que a Sociedade Cindida não fizer uma declaraçâo vis-à-vis à Sociedade Incorporadora, qualquer açâo tomada ou iniciada pela Sociedade Cindida que demonstre a intençâo de alocação é suficiente para o exercício do seu poder discricionário.

- Na medida em que os contratos especificamente e inequivocamente relacionados com a atividade comercial da Sociedade Cindida não constem no Protocolo e Justificação de Cisão Parcial, estes devem ser transferidos para a Sociedade Incorporadora.

- A Sociedade Incorporadora é o Acionista Único da Sociedade Cindida, entâo nenhuma ação será emitida pela Sociedade Incorporadora a seus acionistasem consequência da Cisão Parcial. Como nenhuma ação será emitida pela Sociedade Incorporadora, nenhuma relação de troca é aplicável, nenhum pagamento em dinheiro será feito, nenhuma condiçâo para a entrega de açôes e nenhuma data a partir da qual as açôes darâo o direito a participar nos lucros da Sociedade Incorporadora devem ser determinados.

- A Cisão Parcial entrará em vigor (a) entre a Sociedade Cindida e a Sociedade Incorporadora, no mais tardar na data da (i) assembleia geral extraordinária do Acionista Único da Sociedade Cindida, a ser realizada perante um notário de Luxemburgo, aprovando a Cisão Parcial e (ii) a data da aprovação da Cisão Parcial pelos acionistas da SociedadeIncorporadora em assembleia geral extraordinária (a "Aprovação") e (b) em relação a terceiros no mais tardar da (i) data da publicação da ata da assembleia geral extraordinária no Mémorial C, de acordo com a Lei, prevista para ocorrer em até no máximo 15 (quinze) dias após a data da assembleia geral extraordinária, e (ii) (A) na data de Aprovação, caso a ata da assembleia geral de acionistas da Sociedade Incorporadora esteja arquivada na Junta comercial do Estado do Rio de Janeiro - "JUCERJA") dentro de 30 (trinta) dias após a Aprovação, de acordo com o artigo 36 da lei brasileira do Registro Público de Pessoas Jurídicas n ° 8.934, de 18 de novembro de 1994 ou (B) caso a ata da assembleia geral de acionistas da Sociedade Incorporadora não tenha sido arquivada na JUCERJA no prazo de 30 (trinta) dias após a data da Aprovação, na data de obtençâo da aprovação do registro da ata pela JUCERJA.

Terceira Deliberação

O Acionista Único decide aumentar o capital autorizado da Sociedade Cindida de seu valor atual de US$ 2.000.050.000 (dois bilhoes e cinquenta mil dólares norte-americanos) para US$ 2,166,214,797 (dois bilhoes, cento e sessenta e seis milhões, duzentos e catorze mil, setecentos e noventa e sete dólares norte-americanos).

Quarta Deliberação

Como consequência das declaracoes e resolucoes anteriores, o Acionista Único decide alterar o segundo parágrafo do artigo 5° do estatuto social da Sociedade Cindida, de modo que este passe a apresentar a seguinte redacao:

"O capital social autorizado da Sociedade é fixado em US$ 2,166,214,797 (dois bilhoes, cento e sessenta e seis milhões, duzentos e catorze mil, setecentos e noventa e sete dólares norteamericanos) e a emissao de até 2,166,214,797 (dois bilhoes, cento e sessenta e seis milhões, duzentos e catorze mil, setecentos e noventa e sete) novas agóes de US$ 1 (um dólar norte americano) cada. O conselho de administragao ou o administrador único, conforme o caso, está autorizado, durante um período que termina em 5 (cinco) anos após a publicagao da autorizagao concedida pela assembleia do(s) acionista(s) no Memorial C, Recueil des Sociétés et Associations, a aumentar em uma ou várias vezes o capital social, dentro dos limites do capital autorizado."

Nenhuma outra alteracao é feita a esta cláusula.

O presente documento é elaborado em Luxemburgo, no dia mencionado no seu inicio.

O notario abaixo-assinado, que fala e entende inglés, afirma que o presente documento está redigido em inglés, seguido por uma versão em portugués, a pedido da parte representada e, em caso de divergencias entre as versões em inglés e em portugués, a versão em inglés prevalecerá.

O documento foi lido para o procurador da parte representada, conhecido pelo notario por nome, sobrenome e residéncia, e o procurador assinou em conjunto com o notario o presente documento.

Após a tradução francesa do exposto

Traduction française du texte qui précède:

L'an deux mille treize, le deuxième jour du mois de décembre.

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

A comparu:

Petróleo Brasileiro S.A. - PETROBRAS, une société régie par les lois de la République fédérative du Brésil, ayant son siège social sis au 65, Avenida Republica do Chile, Centro, Rio de Janeiro, RJ, Brésil, immatriculée au Registre National des Entités Juridiques (CNPJ) sous le numéro 33.000.167/0001-01, (l'"Actionnaire unique" ou la "Société Bénéficiaire").

ici dûment représentée par M. William Tanguy, avocat, avec adresse professionnelle au 10-12 boulevard Roosevelt, L-2450 Luxembourg, en vertu d'une procuration donnée sous seing privé.

Ladite procuration, après avoir été signée «ne varietur» par le mandataire agissant au nom de la partie comparante et le notaire instrumentant, demeurera annexée au présent acte pour être soumis avec cet acte aux formalités de l'enregistrement.

La partie comparante, représentée tel que décrit ci-dessus, a requis le notaire soussigné d'acter ce qui suit:

I.- Que la partie comparante est l'actionnaire unique de Petrobras International Finance Company S.A., une société anonyme régie par les lois du Grand-Duché de Luxembourg, ayant son siège social sis au 40, Avenue Monterey, L-2163 Luxembourg, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 179.383, ayant transferrée son siège social et son administration centrale des îles Caïmans au Grand-Duché de Luxembourg en vertu d'un acte tenu par Maître Francis Kesseler le 25 juillet 2013 publié au Mémorial C, Recueil des Sociétés et Associations (le "Mémorial C") numéro 2412, le 30 septembre 2013 (la "Société Scindée").

II.- Que les 1.820.050.000 (un milliard huit cent vingt millions cinquante mille) actions d'une valeur nominale de 1 USD (un Dollar Américain) chacune, représentant la totalité du capital social de la Société Scindée, sont représentées de sorte que l'Actionnaire Unique peut valablement se prononcer sur tous les points figurant à l'ordre du jour dont l'Actionnaire Unique reconnaît expressément avoir été dûment et préalablement informé.

III.- La Société Scindée ensemble avec la Société Bénéficiaire sont désignées comme les "Sociétés".

IV.- Il est rappelé que les Sociétés envisagent de scinder les actifs commerciaux et les actifs financiers de la Société Scindée.

V.- Il est envisagé de partiellement scinder la Société Scindée par absorption, par la Société Bénéficiaire, des actifs et passifs commerciaux de la Société Scindée (les "Actifs Commerciaux de la Société Scindée" et les "Passifs Commerciaux de la Société Scindée") tel que décrit dans le projet commun de scission signé par et entre la Société Scindée et la Société Bénéficiaire le 2 octobre 2013 (le "Projet de Scission") (la "Scission").

VI.- Les dispositions de la loi luxembourgeoise sur les Sociétés Commerciales datée du 10 août 1915, telle que modifiée, (la "Loi") relatives aux scissions ont été remplies:

- Le conseil d'administration de la Société Scindée a approuvé le Projet de Scission.

- Le Projet de Scission a été signé par la Société Scindée et la Société Bénéficiaire sous seing privé le 2 octobre 2013 et publié au Mémorial C numéro 2554 le 15 octobre 2013, ce qui représente plus d'un mois avant la date des assemblées générales convoquées pour se prononcer sur la Scission.

- Les états comptables intérimaires de la Société Scindée ont été établis au 31 juillet 2013 (article 295 (1) c) de la Loi).

- Le conseil d'administration de la Société Scindée a adopté et signé un rapport explicatif de la Scission, expliquant entre autres le Projet de Scission et énonçant les fondements juridique et économique de la Scission (article 293 de la Loi) (le "Rapport de la Société Scindée").

- Le conseil d'administration de la Société Bénéficiaire a adopté et signé un rapport explicatif de la Scission, expliquant entre autres le Projet de Scission et énonçant les fondements juridique et économique de la Scission (le "Rapport de la Société Bénéficiaire").

- Le Projet de Scission a été revu (i) par un expert indépendant luxembourgeois et un rapport écrit a été établi par cet expert indépendant luxembourgeois et soumis aux actionnaires des Sociétés (article 294 de la Loi) (le "Rapport de l'Expert Luxembourgeois")

et (ii) par un expert indépendant brésilien et un rapport écrit a été établi par cet expert indépendant brésilien et soumis aux actionnaires des Sociétés (article 229 § 3°, article 227 § 1°, 2°, 3° et 8° de la loi brésilienne sur les Sociétés n° 6.404 du 15 décembre 1976 (la "Loi Brésilienne") (le "Rapport de l'Expert Brésilien").

- Aucune des Sociétés n'a été dissoute ou déclarée en faillite, ni déclarée en cessation des paiements.

- La Société Scindée n'a pas d'employés à la date de la présente.

- Les documents requis par l'article 295 de la Loi (Projet de Scission, comptes annuels et rapports de gestion des 3 (trois) derniers exercices sociaux des Sociétés, Rapport de la Société Scindée, Rapport de la Société Bénéficiaire, Rapport de l'Expert Luxembourgeois, Rapport de l'Expert Brésilien et les états comptables intérimaires de la Société Scindée) ont été rendus disponibles au siège social de la Société Scindée.

VII.- L'ordre du jour de l'assemblée est le suivant

Ordre du jour

1. Approbation de la Scission de Petrobras International Finance Company S.A. par absorption des actifs et passifs commerciaux de Petrobras International Finance Company S.A. par Petróleo Brasileiro S.A. - PETROBRAS, telle que décrite dans le Projet de Scission et notamment la modification de l'article 5 des statuts de Petrobras International Finance Company S.A. suite à la réduction de son capital social;

2. Reconnaissance des conséquences de la résolution 1. ci-dessus;

3. Approbation de l'augmentation du montant du capital social autorisé de Petrobras International Finance Company S.A. à 2.166.214.797 USD (deux milliards cent soixante-six millions deux cent quatorze mille sept cent quatre-vingt-dix-sept Dollars Américains); et

4. Modification subséquente du second paragraphe de l'article 5 des statuts de Petrobras International Finance Company S.A.

Suite à l'approbation de ce qui précède, l'Actionnaire Unique déclare ce qui suit

Première résolution

L'Actionnaire Unique reconnaît que les documents requis par l'article 295 de la Loi ont été mis à sa disposition au siège social de la Société Scindée.

L'Actionnaire Unique décide d'approuver la Scission, telle que décrite dans le Projet de Scission. En conséquence de la Scission, l'actif net et le capital social de la Société Scindée seront réduits d'un montant de 3.835.203 USD (trois millions huit cent trente-cinq mille deux cent trois Dollars Américains) ce qui donnera lieu à l'annulation de 3.835.203 (trois millions huit cent trente-cinq mille deux cent trois) actions de 1 USD (un Dollar Américain) chacune, et son capital social restera à la valeur de 1.816.214.797 USD (un milliard huit cent seize millions deux cent quatorze mille sept cent quatre-vingt-dix-sept Dollars Américains) divisé en 1.816.214.797 (un milliard huit cent seize millions deux cent quatorze mille sept cent quatre-vingt-dix-sept) actions ayant une valeur nominale de 1 USD (un Dollar Américain), chacune.

En conséquence des déclarations et résolutions précédentes, l'Actionnaire Unique décide de modifier le premier paragraphe de l'article 5 des statuts de la Société Scindée pour lui donner la teneur suivante:

« **Art. 5.** Le capital social est de 1.816.214.797 USD (un milliard huit cent seize millions deux cent quatorze mille sept cent quatre-vingt-dix-sept Dollars Américains) divisé en 1.816.214.797 (un milliard huit cent seize millions deux cent quatorze mille sept cent quatre-vingt-dix-sept) actions de 1 USD (un Dollar Américain) chacune.»

Aucune autre modification n'a été apportée à cet article.

Deuxième résolution

L'Actionnaire Unique reconnaît et approuve que:

- La Société Scindée continuera d'exister avec les actifs et passifs restants non alloués à la Société Bénéficiaire conformément au Projet de Scission.

- Dans la mesure où l'allocation des actifs, passifs et autres relations juridiques (ou parties de ceux-ci) est contestable ou discutée, cette allocation doit être effectuée par la Société Scindée à sa discrétion raisonnable et doit lier toutes les parties participantes. La Société Scindée doit exercer sa discrétion pour assurer la conformité avec le contenu du Projet de Scission de telle manière que l'allocation prévue dans le Projet de Scission soit réalisée.

- Dans la mesure où la Société Scindée ne fait pas de déclaration vis-à-vis de la Société Bénéficiaire, toute action prise ou initiée par la Société Scindée avec laquelle l'intention d'allouer est montrée, est suffisante pour exercer son pouvoir discrétionnaire.

- Dans la mesure où les contrats appartenant spécifiquement et indiscutablement à l'activité commerciale de la Société Scindée ne sont pas énoncés dans le Projet de Scission, ils doivent être transférés à la Société Bénéficiaire.

- La Société Bénéficiaire, étant l'actionnaire unique de la Société Scindée, aucune action ne sera émise par la Société Bénéficiaire à ses actionnaires, en conséquence de la Scission. Puisqu'aucune action ne sera émise par la Société Bénéficiaire, aucun rapport d'échange d'actions ne s'applique, aucun paiement en numéraire ne sera effectué et aucune modalité de délivrance des actions et aucune date à partir de laquelle ces actions donneront droit de participer aux profits de la Société Bénéficiaire ne seront déterminés.

- La Scission sera effective (a) entre la Société Scindée et la Société Bénéficiaire au plus tard de la date de (i) l'assemblée générale extraordinaire de l'Actionnaire Unique de la Société Scindée devant se tenir devant un notaire luxembourgeois approuvant la Scission et (ii) la date de l'approbation de la Scission par les actionnaires de la Société Bénéficiaire en assemblée générale extraordinaire (l'"Approbation") et (b) vis-à-vis des tiers au plus tard de (i) la date de publication du procès-verbal de l'assemblée générale extraordinaire au Mémorial C, conformément à la Loi, devant avoir lieu 15 (quinze) jours après la date de cette assemblée générale extraordinaire au plus tard et (ii) (A) à la date de l'Approbation, au cas où le procès-verbal de l'assemblée générale des actionnaires de la Société Bénéficiaire est déposé auprès du Registre de Commerce de Rio de Janeiro (Junta Comercial do Estado do Rio de Janeiro- "JUCERJA") dans les 30 (trente) jours de l'Approbation, conformément à l'article 36 de la loi brésilienne sur l'enregistrement publique des personnes morales, n° 8.934 du 18 novembre 1994, ou (B) au cas où le procès-verbal de l'assemblé générale des actionnaires de la Société Bénéficiaire n'a pas été déposé auprès du JUCERJA dans les 30 (trente) jours après la date de l'Approbation, à la date de l'obtention de l'approbation du JUCERJA de l'enregistrement de ce procès-verbal.

Troisième résolution

L'Actionnaire Unique décide d'étendre le capital social autorisé de la Société Scindée de son montant actuel de 2.000.050.000 USD (deux milliards cinquante mille Dollars Américains) à 2.166.214.797 USD (deux milliards cent soixante-six millions deux cent quatorze mille sept cent quatre-vingt-dix-sept Dollars Américains).

Quatrième résolution

En conséquence des déclarations et des résolutions qui précèdent, l'Actionnaire Unique décide de modifier le second paragraphe de l'article 5 des statuts de la Société Scindée pour lui donner la teneur suivante:

"Le capital social autorisé de la Société est fixé à 2.166.214.797 USD (deux milliards cent soixante-six millions deux cent quatorze mille sept cent quatre-vingt-dix-sept Dollars Américains) et l'émission jusqu'à un maximum de 2.166.214.797 (deux milliards cent soixante-six millions deux cent quatorze mille sept cent quatre-vingt-dix-sept) nouvelles actions de 1 USD (un Dollar Américain) chacune. Le conseil d'administration ou l'administrateur unique, le cas échéant, est autorisé, pendant une période expirant cinq (5) ans après la publication de l'autorisation accordée par l'assemblée de l'/des actionnaire(s) au Mémorial C, Recueil des Sociétés et Associations, à augmenter en une ou plusieurs fois le capital social dans les limites du capital autorisé."

Aucune autre modification n'est apportée à cet article.

Dont Acte, fait et passé à Luxembourg, au jour fixé au début de ce document.

Le notaire soussigné, qui comprend et parle anglais, déclare que le présent acte est établi en anglais suivi d'une version portugaise et d'une traduction en français sur demande de la personne comparante et en cas de divergences entre les textes anglais, portugais et français, la version anglaise prévaudra.

Lecture ayant été faite de ce document au mandataire de la partie comparante, dont le notaire connaît le nom, prénom et adresse, le mandataire a signé, ensemble avec le notaire, le présent acte.

Signé: Tanguy, Kesseler.

Enregistré à Esch/Alzette Actes Civils, le 03 décembre 2013. Relation: EAC/2013/15770. Reçu soixante-quinze euros 75,00 €

Le Receveur ff. (signé): M. Halsdorf.

POUR EXPEDITION CONFORME.

Référence de publication: 2013171013/421.

(130208525) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 décembre 2013.

Varian Semiconductor Equipment Associates Luxembourg S.à r.l., Société à responsabilité limitée.

Capital social: USD 20.000,00.

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

R.C.S. Luxembourg B 126.212.

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In the year two thousand and thirteen, on the second day of December.

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

There appeared:

Applied Materials 2 LLC Luxembourg S.C.S. 3 S.C.S., a limited partnership governed by the laws of Luxembourg, having its registered office at 412F, route d'Esch, L-2086 Luxembourg, Grand Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register under number B 171.274 (the "Sole Shareholder"),

hereby represented by Mrs. Sofia Afonso-Da Chao Conde, notary clerk, with professional address at 5, rue Zénon Bernard, L-4030 Esch-sur-Alzette, Grand Duchy of Luxembourg.

Such proxy having been signed ne varietur by the proxy holder acting on behalf of the appearing party and the undersigned notary shall remain attached to this deed to be filed with such deed with the registration authorities.

The Sole Shareholder, represented as stated here above, has requested the undersigned notary to record as follows:

I.- The Sole Shareholder is the sole shareholder of "Varian Semiconductor Equipment Associates Luxembourg S.à r.l.", a Luxembourg private limited liability company, with registered office at 2-8, avenue Charles de Gaulle, L-1653 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies' Register under number B 126.212, incorporated by a deed enacted by Maître Joseph Elvinger, notary public residing in Luxembourg, Grand Duchy of Luxembourg, on 27 March 2007, published in the "Mémorial C, Recueil des Sociétés et Associations" ("Mémorial C") on 9 June 2007 number 1112 (the "Absorbed Company" or the "Company").

The articles of association of the Company have been lastly amended by a deed enacted by the undersigned notary, on 10 November 2011, published in Mémorial C on 29 December 2011 number 3204.

II.- That the Sole Shareholder is also the sole shareholder of "Applied Materials Luxembourg S.à r.l.", a Luxembourg private limited liability company, with registered office at 412F, route d'Esch, L-2086 Luxembourg, Grand Duchy of Luxembourg, incorporated by a deed enacted by the undersigned notary, on 1 June 2011, published in the Mémorial C number 1958, dated 25 August 2011, and registered with the Luxembourg Trade and Companies Register under number B 161.373 (the "Absorbing Company").

The articles of association of the Absorbing Company have been lastly amended by a deed enacted by the undersigned notary on 25 October 2012, published in Mémorial C on 17 December 2013 number 3040.

III.- It is intended to merge the Absorbed Company into the Absorbing Company (the Absorbed Company together with the Absorbing Company being referred to as the "Merging Companies").

IV.- That the 20,000 (twenty thousand) shares of a nominal value of USD 1 (one United States Dollar) each, representing the whole share capital of the Company, are represented so that the Sole Shareholder of the Company can validly decide on all the items of the agenda of which the Sole Shareholder of the Company expressly states having been duly informed beforehand.

V.- That the provisions of the Luxembourg Law on Commercial Companies dated 10 August 1915, as amended (the "Law") regarding domestic mergers have been fulfilled:

- Publication on 29 October 2013 of the merger plan in the Memorial C number 2695, one month before the date of the general meetings convened to decide on the merger plan;

- Deposit of the documents required by Article 267 of the Law at the registered office of the Merging Companies one month before the date of the extraordinary shareholders' general meetings of the Merging Companies.

VI.- That the agenda of the extraordinary general meeting is the following:

Agenda

1. Waiving of notice right;

2. Acknowledgement of the merger project;

3. Approval of the merger by absorption of the Company and of the dissolution without liquidation of the Company by operation of the merger; and

4. Approval of the granting of a full discharge to the managers of the Company in connection with resolution 3.

After the foregoing was approved by the Sole Shareholder of the Company, the following resolutions have been taken:

First resolution:

It is resolved that the Sole Shareholder of the Company waives its right to prior notice of the current meeting, acknowledges being sufficiently informed of the agenda for the meeting, considers the meeting validly convened and therefore agrees to deliberate and vote upon all the items on the agenda. It is further resolved that all the relevant documentation has been put at the disposal of the Sole Shareholder of the Company within a sufficient period of time in order to allow it to carefully examine each document.

Second resolution:

The Sole Shareholder acknowledges that:

I.- It is intended to merge the Merging Companies pursuant to the terms and conditions of Article 261 and following whereby the Absorbed Company will cease to exist, and their entire assets and liabilities will be transferred to the Absorbing Company (the "Merger").

II.- The provisions of the Law regarding the Merger have been fulfilled:

- Publication on 29 October 2013 of the Merger Project (as defined below) in the Memorial C number 2695, no later than one month before the date of the extraordinary general meeting convened to decide on the Merger Project (as defined below);

- Availability of the documents required by Article 267 of the Law at the registered office of the Absorbed Company no later than one month before the date of the extraordinary general meeting of the Absorbed Company.

III. - The Sole Shareholder declares that it has knowledge of the Merger Project relating to the Merger.

The Merger will be implemented by the contribution of any and all assets, liabilities, rights, obligations and contracts of the Absorbed Company, without exception and reserves, to the Absorbing Company.

Merger Project

The Sole Shareholder notes that the Board of Managers of the Absorbing Company has approved the draft of common terms of merger between the Absorbing Company and the Absorbed Company (the "Merger Project") on 17 October 2013.

The Sole Shareholder notes that the Merger Project was approved by the Board of Managers of the Absorbed Company on 17 October 2013.

The Sole Shareholder notes that the Merging Companies entered into the Merger Project on 18 October 2013.

In addition, the Merger Project was published in the Memorial C, number 2695 of 29 October 2013, in accordance with Article 262 of the Law.

Public documentation

In accordance with Article 267 (1) a), b) and c) of the Law, the legal documentation in relation to the Merger has been made available for inspection by the Sole Shareholder of the Absorbed Company at the registered office of the Absorbed Company.

The Sole Shareholder declares that it has waived (i) the examination and the report on the Merger Project by one or more independent expert(s), in application of Article 266 (5) of Law and (ii) its right to examine a detailed written report drawn up by the management body of each of the Merging Companies, in application of Article 265 (3) of the Law, pursuant to written resolutions dated 27 November 2013.

After the foregoing was approved by the Sole Shareholder, the following resolutions have been taken:

Third resolution:

The Sole Shareholder resolved to approve the Merger, which is described in the Merger Project and published in the Mémorial C number 2695 of 29 October 2013, in all its provisions and its entirety, without exception and reserves.

The Sole Shareholder further resolved to carry out the Merger by transfer of any and all assets, liabilities, rights, obligations and contracts of the Absorbed Company to the Absorbing Company.

From accounting and tax standpoints, the Merger will be effective between the Merging Companies as at 1 November 2013 as provided for in the Merger Project. However, the Merger shall take effect between the Merging Companies as at the date of the latest extraordinary general meeting of the Merging Companies to be held before a Luxembourg notary approving the Merger as stated in Article 272 of the Law (the "Effective Date") on which date notably the transfer of the totality of the assets and liabilities of the Absorbed Company to the Absorbing Company will intervene.

The Merger shall become effective towards third parties as at the latest date of (i) the publication in the Mémorial C of the minutes of the extraordinary general meeting of the Absorbing Company approving the Merger or (ii) the publication in the Mémorial C of the minutes of the extraordinary general meeting of the Absorbed Company approving the Merger as stated in Article 273 of the Law.

As a result of the Merger, the Absorbed Company will cease to exist and its assets and liabilities shall be transferred by operation of law to the Absorbing Company under universal succession of title.

The undersigned notary hereby certifies the existence and legality of the Merger and of all acts, documents and formalities incumbent upon the Merging Companies pursuant to the Law.

Fourth resolution:

The Sole Shareholder resolved to grant full discharge to the managers of the Company for the performance of their mandates and until the date hereof.

Estimate of costs

The costs, expenses, fees and charges, in whatsoever form, which are to be borne by the Absorbing Company or which shall be charged to it in connection with the Merger, have been estimated at about one thousand five hundred euro (EUR 1,500.-).

There being no further business before the extraordinary general meeting, the same was thereupon adjourned.

Whereof, the present notarial deed was drawn up in Esch-sur-Alzette, on the day named at the beginning of this document.

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

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

Traduction française du texte qui précède:

L'an deux mille treize, le deuxième jour du mois de décembre.

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

A comparu:

Applied Materials 2 LLC Luxemboug S.C.S. 3 S.C.S., une société en commandite simple régie par les lois de Luxembourg, ayant son siège social sis au 412F, route d'Esch, L-2086 Luxembourg, Grand-Duché de Luxembourg et enregistrée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 171.274 (l'«Associé Unique»),

ici représentée par Mme Sofia Afonso-Da Chao Conde, clerc de notaire, avec adresse professionnelle au 5, rue Zénon Bernard, L-4030 Esh-sur-Alzette, Grand-Duché de Luxembourg.

Ladite procuration, ayant été paraphée ne varietur par le mandataire agissant au nom de la partie comparante et le notaire instrumentant, demeurera annexée au présent acte pour être soumise avec celui-ci aux formalités de l'enregistrement.

L'Associé Unique, représenté tel que décrit ci-dessus, a requis du notaire instrumentant d'acter ce qui suit:

I. L'Associé Unique est l'associé unique de "Varian Semiconductor Equipment Associates Luxembourg S.à r.l.", une société à responsabilité limitée luxembourgeoise, avec son siège social sis au 2-8, avenue Charles de Gaulle, L-1653 Luxembourg, Grand-Duché de Luxembourg, enregistrée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 126.212, constituée par un acte dressé par Maître Joseph Elvinger, notaire résidant à Luxembourg, Grand-Duché de Luxembourg, le 27 mars 2007, publié au Mémorial C, Recueil des Sociétés et Associations («Mémorial C») le 9 juin 2007 numéro 1112 (la «Société Absorbée» ou la «Société»).

Les statuts de la Société Absorbée ont été modifiés pour la dernière fois suivant acte notarié du notaire soussigné le 10 novembre 2011, publié au Mémorial C le 29 décembre 2011 numéro 3204.

II. Que l'Associé Unique est l'associé unique de «Applied Materials Luxembourg S.à r.l.», une société à responsabilité limitée luxembourgeoise, ayant son siège social sis au 412F, route d'Esch, L-2086 Luxembourg, Grand-Duché de Luxembourg, constituée par un acte dressé par le notaire soussigné, le 1 juin 2011, publié au Mémorial C, Recueil des Sociétés et Associations («Mémorial C») numéro 1958, en date du 25 août 2011, et enregistrée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 161.373 (la «Société Absorbante»).

Les statuts de la Société Absorbante ont été modifiés pour la dernière fois suivant acte notarié du notaire soussigné le 25 octobre 2012, publié au Mémorial C le 17 décembre 2012 numéro 3040.

III.- Il est envisagé de fusionner la Société Absorbée dans la Société Absorbante (la Société Absorbée ensemble avec la Société Absorbante étant désignées comme les «Sociétés Fusionnantes»).

IV.- Que les 20.000 (vingt mille) parts sociales d'une valeur nominale de 1 USD (un Dollar Américain) chacune, représentant la totalité du capital social de la Société, sont représentées de sorte que l'Associé Unique de la Société peut valablement se prononcer sur tous les points de l'ordre du jour desquels l'Associé Unique de la Société reconnaît expressément avoir été dûment et préalablement informé.

V.- Que les dispositions de la Loi Luxembourgeoise sur les Sociétés Commerciales datée du 10 août 1915, telle que modifiée (la «Loi») concernant les fusions nationales ont été remplies:

- Publication en date du 29 octobre 2013 du projet de fusion dans le Mémorial C numéro 2695 un mois avant la date des assemblées générales appelées à se prononcer sur le projet de fusion;

- Dépôt des documents requis par l'Article 267 de la Loi au siège social des Sociétés Fusionnantes un mois avant la date des assemblées générales extraordinaires des associés des Sociétés Fusionnantes.

VI.- Que l'ordre du jour de l'assemblée générale extraordinaire est le suivant:

Ordre du jour

1. Renonciation au droit de convocation;

2. Prise de connaissance du projet de fusion;

3. Approbation de la fusion par absorption de la Société et de la dissolution sans liquidation de la Société par effet de la fusion; et

4. Approbation de l'octroi d'une décharge pleine et entière aux gérants de la Société en lien avec la résolution 3.

Suite à l'approbation de ce qui précède par l'Associé Unique de la Société, les résolutions suivantes ont été adoptées:

Première résolution:

Il est décidé que l'Associé Unique renonce à son droit de recevoir la convocation préalable afférente à la présente assemblée, reconnaît avoir été suffisamment informé de l'ordre du jour, considère l'assemblée valablement convoquée et en conséquence accepte de délibérer et voter sur tous les points figurant à l'ordre du jour. Il est en outre décidé que toute la documentation pertinente a été mise à la disposition de l'Associé Unique de la Société dans un délai suffisant afin de lui permettre un examen attentif de chaque document.

Deuxième résolution:

L'Associé Unique prend acte que:

I.- Il est envisagé de fusionner les Sociétés Fusionnantes, conformément aux termes et conditions de l'Article 261 et suivants de la Loi suivant lesquels la Société Absorbée cessera d'exister, et la totalité de ses actifs et passifs sera transférée à la Société Absorbante (la «Fusion»).

II.- Les dispositions de la Loi relative à la Fusion ont été respectées:

- Publication en date du 29 octobre 2013 du Projet de Fusion (tel que défini ci-après) au Mémorial C numéro 2695, pas plus tard qu'un mois avant la date de l'assemblée générale extraordinaire appelée à se prononcer sur le Projet de Fusion (tel que défini ci-dessous);

- Disponibilité des documents requis par l'Article 267 de la Loi au siège social de la Société Absorbée pas plus tard qu'un mois avant la date de l'assemblée générale extraordinaire de la Société Absorbée.

III.- L'Associé Unique déclare avoir connaissance du Projet de Fusion relatif à la Fusion.

La Fusion sera mise en oeuvre par l'apport de la totalité des actifs, passifs, droits, obligations et contrats de la Société Absorbée, sans exception ni réserves, à la Société Absorbante.

Projet de Fusion

L'Associé Unique note que le Conseil de Gérance de la Société Absorbante a approuvé la proposition de projet commun de fusion entre la Société Absorbante et la Société Absorbée (le «Projet de Fusion») le 17 octobre 2013.

L'Associé Unique note que Projet de Fusion a été approuvé par le Conseil de Gérance de la Société Absorbée le 17 octobre 2013.

L'Associé Unique note que les Sociétés Fusionnantes ont signé le Projet de Fusion le 18 octobre 2013.

En outre, le Projet de Fusion a été publié au Mémorial C, numéro 2695 du 29 octobre 2013, conformément à l'Article 262 de la Loi.

Documentation Publique

Conformément à l'Article 267 (1) a), b) et c) de la Loi, la documentation légale relative à la Fusion a été mise à disposition de l'Associé Unique de la Société Absorbée pour inspection au siège social de la Société Absorbée.

L'Associé Unique déclare qu'il a renoncé à (i) l'examen et au rapport sur le Projet de Fusion par un ou plusieurs expert (s) indépendant(s), en application de l'Article 266 (5) de la Loi et (ii) à leur droit d'examiner un rapport écrit détaillé établi par les organes de gestion de chacune des Sociétés Fusionnantes, en application de l'Article 265 (3) de la Loi et en vertu de résolutions écrites datées du 27 novembre 2013.

Suite à l'approbation de ce qui précède par l'Associé Unique, les résolutions suivantes ont été prises:

Troisième résolution:

L'Associé Unique décide d'approuver la Fusion qui est décrite dans le Projet de Fusion et publié au Mémorial C numéro 2695 du 29 octobre 2013, dans toutes ses dispositions et son entièreté, sans exception ni réserves.

L'Associé Unique a ensuite décidé de réaliser la Fusion par le transfert de la totalité des actifs, passifs, droits, obligations et contrats de la Société Absorbée à la Société Absorbante.

D'un point de vue comptable et fiscal, la Fusion prendra effet entre les Sociétés Fusionnantes à la date du 1 er novembre 2013 tel que prévu dans le Projet de Fusion. Toutefois, prendra effet entre les Sociétés Fusionnantes à la date de la dernière assemblée générale extraordinaire des Sociétés Fusionnantes devant être tenue devant un notaire luxembourgeois approuvant la Fusion comme mentionné à l'Article 272 de la Loi (la «Date Effective»), date à laquelle notamment le transfert de la totalité des actifs et passifs de la Société Absorbée à la Société Absorbante interviendra.

La Fusion sera effective vis-à-vis des tiers à la date de survenance du dernier des évènements suivants (i) la publication au Mémorial C du procès-verbal de l'assemblée générale extraordinaire de la Société Absorbante approuvant la Fusion ou (ii) la publication au Mémorial C du procès-verbal de l'assemblée générale extraordinaire de la Société Absorbée approuvant la Fusion ainsi qu'il en résulte de l'Article 273 de la Loi.

En conséquence de la Fusion, la Société Absorbée cessera d'exister et ses actifs et passifs seront transférés de plein droit à la Société Absorbante par transmission de patrimoine universel.

Le notaire instrumentant certifie par la présente l'existence et la légalité de la Fusion et de tout acte, document et formalité incombant aux Sociétés Fusionnantes conformément à la Loi.

Quatrième résolution:

L'Associé Unique décide d'octroyer une décharge pleine et entière aux gérants de la Société pour l'exécution de leur mandat et ce jusqu'à la date des présentes.

Estimation des coûts

Les coûts, frais, taxes et charges, sous quelque forme que ce soit, devant être supportés par la Société Absorbante ou devant être payés par elle en rapport avec la Fusion, ont été estimés à mille cinq cents euros (EUR 1.500,-).

Aucun autre point n'ayant à être traité devant l'assemblée, celle-ci a été ajournée.

A la suite de laquelle le présent acte notarié a été rédigé à Esch-sur-Alzette, au jour fixé au début de ce document.

Lecture ayant été faite de ce document à la personne présente, elle a signé avec nous, notaire, l'original du présent acte.

Le notaire soussigné, qui comprend et parle anglais, déclare que sur demande de la personne présente à l'assemblée, le présent acte est établi en anglais suivi d'une traduction en français. Sur demande de la même personne présente, en cas de divergences entre les textes anglais et français, la version anglaise prévaudra.

Signé: Conde, Kesseler.

Enregistré à Esch/Alzette Actes Civils, le 05 décembre 2013. Relation: EAC/2013/15998.

Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): Santioni A.

POUR EXPEDITION CONFORME.

Référence de publication: 2013173683/246.

(130210726) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 décembre 2013.

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

Siège social: L-1528 Luxembourg, 2, boulevard de la Foire.

R.C.S. Luxembourg B 182.214.

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STATUTES

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

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

THERE APPEARED:

1. Three Hills Partners S.A., a public limited liability company (société anonyme) having its registered office at 48, boulevard Grande-Duchesse Charlotte, L-1330 Luxembourg, Grand Duchy of Luxembourg, incorporated under Luxembourg law on 28 August 2013, registered with the Luxembourg Register of Trade and Companies under number B 179.984 and whose articles of association have been published in the Mémorial C, Recueil des Sociétés et Associations on 16 October 2013, acting as Unlimited Shareholder; and

2. Three Hills CIP I S.C.Sp., a special limited partnership (société en commandite spéciale), formed on 28 November 2013, with its registered office at 48, boulevard Grande-Duchesse Charlotte, L-1330 Luxembourg, represented by its general partner Three Hills Partners S.A., pre-named, acting as Limited Shareholder;

all represented by Mr Kristof Meynaerts, lawyer, residing in Luxembourg,

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

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

Preliminary title - Definitions

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

"Administrative Agent"	the central administration of the Fund, in its capacity as central administration agent, registrar and central agent, and corporate agent
"Affiliate"	in respect of a Person, any Person directly or indirectly controlling, controlled by, or under control with, such Person
"Article"	an article of the Articles of Incorporation
"Articles of Incorporation"	these articles of incorporation of the Fund, as amended from time to time
"Board"	the board of directors of the General Partner
"Business Day"	each day upon which the banks are open for business in Luxembourg for the full day

"Category(ies)"	one or more category(ies) or subclass(es) in which each Class may be sub-divided
"Class(es)"	one or more classes of Ordinary Shares as may be available in each Sub-Fund, the assets of which shall be commonly invested according to the investment objective of that Sub-Fund, but where a specific sales and/or redemption charge structure, fee structure, distribution policy, target Investor, Reference Currency shall be applied
"Closing"	in respect of a particular Sub-Fund, any date determined by the General Partner, on which Subscription Agreements may be accepted by the Fund
"Commitment"	the commitment of an Investor to subscribe for Ordinary Shares in a particular Sub-Fund and to pay for them within the time limits and under the terms and conditions set forth in the Placement Memorandum and summarised in such Investor's Subscription Agreement and the relevant Funding Notice
CSSF"	the Luxembourg supervisory authority of the financial sector, the Commission de Surveillance du Secteur Financier
"Custodian"	such bank or other credit institution within the meaning of the Luxembourg law dated 5 April 1993 relating to the financial sector, as amended, that may be appointed as custodian and paying agent of the Fund
"Defaulting Investor"	an Investor declared as such by the General Partner in accordance with Article 7.3 hereof
"Director"	a member of the Board
"Drawdown"	in respect of a particular Sub-Fund, the drawing of all or part of the Commitments received and accepted by the General Partner pursuant to the terms of a Funding Notice
"Drawn Commitment"	in respect of a particular Sub-Fund, the Commitments to subscribe for Ordinary Shares which have been drawn down by and paid to the Sub-Fund
"Fair Value"	the price as determined dynamically as at a specific date by buyers and sellers in an open market
"Fund"	Three Hills, a Luxembourg investment company with variable capital – specialised investment fund (société d'investissement à capital variable – fonds d'investissement spécialisé) incorporated as a partnership limited by shares (société en commandite par actions) governed by the Law of 13 February 2007 and regulated and subject to supervision by the CSSF; for the purpose of these Articles of Incorporation, "Fund" shall also mean, where applicable, the General Partner acting on behalf of the Fund
"Funding Notice"	in respect of a particular Sub-Fund, a notice whereby the General Partner informs each Investor of a Drawdown and requests the relevant Investors to pay to the relevant Sub-Fund whole or part of the remaining balance of their Commitments
"General Partner"	Three Hills Partners S.A., a public limited liability company (société anonyme) in its capacity as Unlimited Shareholder (actionnaire commandité) of the Fund
"IFRS"	the International Financial Reporting Standards, as amended from time to time
"Investor"	a Well-Informed Investor who has signed and returned a Subscription Agreement and whose Commitment has been accepted by the Fund; for the avoidance of doubt, the "Investor" shall include, where appropriate, a Shareholder
"Law of 10 August 1915"	the Luxembourg law of 10 August 1915 relating to commercial companies, as may be amended from time to time
"Law of 13 February 2007"	the Luxembourg law of 13 February 2007 relating to specialised investment funds, as may be amended from time to time
"Law of 12 July 2013"	the Luxembourg law of 12 July 2013 relating to alternative investment funds, as may be amended from time to time
"Limited Shareholder"	a holder of Ordinary Shares (actions ordinaires de commanditaires), whose liability is limited to the amounts of its investment in the Fund
"Management Company"	the management company and/or alternative investment fund manager of the Fund, which may be appointed by the General Partner in accordance with Article 12 hereof
"Management Share"	the management share (action de gérant commandité) held by the General Partner in the share capital of the Fund, in its capacity as Unlimited Shareholder (actionnaire gérant commandité)
"Net Asset Value"	the net asset value of a particular Sub- Fund as determined in accordance with Luxembourg Law, IFRS and Article 11
"Ordinary Shares"	the ordinary shares (actions ordinaires de commanditaire) held by the Limited Shareholders (actionnaires commanditaires) in the share capital of the Fund

"Person"	any individual, corporation, limited liability company, trust, partnership, estate, unincorporated association or other legal entity
"Placement Memorandum"	the Placement Memorandum of the Fund, as the same may be amended from time to time
"Prohibited Person"	any Person, if in the sole opinion of the General Partner, the holding of Shares by such Person may be detrimental to the interests of the existing Investors, the relevant Sub-Fund or of the Fund, if it may result in a breach of any law or regulation by the Fund or the General Partner, whether Luxembourg or otherwise, or if as a result thereof the Fund or the Sub-Fund may become exposed to tax or other regulatory disadvantages (including, without limitation, causing the assets of the Fund or of the Sub-Fund to be deemed to constitute "plan assets" for purposes of the US Department of Labour Regulations under ERISA), fines or penalties that it would not have otherwise incurred; the term "Prohibited Person" includes any Investor which does not meet the definition of Well- Informed Investor and any categories of Well-Informed Investors as may be determined by the General Partner as well as any US Person
"Reference Currency"	the currency in which the Net Asset Value of a particular Sub-Fund, Class and/or Category, as the case may be, is calculated
"Shareholder"	any holder of Share(s) of a particular Sub-Fund, i.e. the Limited Shareholders and/or the Unlimited Shareholder as the case may be
"Shares"	shares of any Class and any Category of any Sub-Fund in the capital of the Fund, including the Management Share held by the General Partner and the Ordinary Shares held by the Limited Shareholders
"Sub-Fund"	any sub-fund of the Fund
"Subscription Agreement"	the subscription agreement entered into between an Investor and the Fund by which: - the Investor commits himself to subscribe for Ordinary Shares in a particular Sub-Fund for a certain maximum amount, which amount will be payable to the Sub-Fund in whole or in part when the Investor receives a Funding Notice; - the Fund commits itself to issue Ordinary Shares in a particular Sub-Fund to the relevant Investor to the extent that such Investor's Commitment is called up and paid; and - the Investor makes certain representations and gives certain warranties to the Fund
"Subscription Price"	in respect of a particular Sub-Fund, the price at which the Ordinary Shares are offered for subscription as determined by the General Partner and further described in the Placement Memorandum
"Subsidiary"	any local or foreign corporation or partnership or other entity (including for the avoidance of doubt any whollyowned Subsidiary): (a) which is controlled by the Fund; and (b) in which the Fund holds, through one or more Sub-Funds, in aggregate more than 50% of the share capital; and (c) which meets the following conditions: (i) it does not have any activity other than the holding of investments which qualify under the investment objectives and policies of the Fund and the relevant Sub-Fund(s) as more fully described in the Placement Memorandum; and (ii) to the extent required under applicable accounting rules and regulations, the equity of such subsidiary is shown as fair value in the annual accounts of the Fund; any of the above mentioned local or foreign corporations or partnerships or other entities shall be deemed to be "controlled" by the Fund if (i) the Fund holds in aggregate, directly or indirectly, more than 50% of the voting rights in such entity or controls more than 50% of the voting rights pursuant to an agreement with the other shareholders or (ii) the majority of the managers or board members of such entity are members of the Board or of any Affiliates of the General Partner, except to the extent that this is not practicable for tax or regulatory reasons or (iii) the Fund has the right to appoint or remove a majority of the members of the managing body of that entity
"Undrawn Commitments"	in respect of a particular Sub-Fund, the portion of a Commitment that has not yet been drawn down and paid in to the Sub- Fund
"United States Securities Act"	the United States Securities Act of 1933, as amended, and all rules and regulations promulgated thereunder
"Unlimited Shareholder"	Three Hills Partners S.A., as holder of the Management Share (action de gérant

	commandité) and unlimited shareholder (actionnaire gérant commandité) of the Fund, liable without any limits for any obligations that cannot be met out of the assets of the Fund
"US Person"	any person qualifying as US Person under Regulation S of the United States Securities Act
"Valuation Day"	any day as may be determined by the General Partner for the purpose of calculating the Net Asset Value per Share of any Sub-Fund, Class and/or Category of Shares in accordance with the Articles of Incorporation
"Well-Informed Investor"	has the meaning ascribed to it by article 2 of the Law of 13 February 2007, and includes: a) institutional investors; b) professional investors, being those investors who are, in accordance with Luxembourg laws and regulations, deemed to have the experience, knowledge and expertise to make their own investment decisions and properly assess the risk they incur; and c) any other well-informed investor who fulfils the following conditions: (i) declares in writing that he adheres to the status of well-informed investor and invests a minimum of EUR 125,000 in the Fund, or any equivalent amount in another currency; or (ii) declares in writing that he adheres to the status of well-informed investor and provides an assessment made by a credit institution within the meaning of the Directive 2006/48/EC, by an investment firm within the meaning of Directive 2004/39/EC or by a management company within the meaning of Directive 2009/65/EC, certifying his expertise, his experience and his knowledge in adequately appraising an investment in the Fund

ARTICLES OF INCORPORATION CHAPTER

I. Name, Registered office, Object, Duration

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

The Fund shall exist under the corporate name of "THREE HILLS".

2. Registered office. The registered office of the Fund is established in Luxembourg-City, Grand Duchy of Luxembourg.

The General Partner is authorised to transfer the registered office of the Fund within the city of Luxembourg, Grand Duchy of Luxembourg.

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

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

3. Object. The object of the Fund is to invest its assets in a wide range of securities and other assets permitted to a specialised investment fund governed by the Law of 13 February 2007 with the purpose of spreading investment risks and affording its investors the results of the management of its portfolio.

The Fund may take any measures and carry out any transaction, which it may deem useful for the fulfilment and development of its purpose to the largest extent permitted under the Law of 13 February 2007.

4. Duration. The Fund is established for an unlimited period of time.

Chapter II. - Capital, Shares

5. Share capital - Classes and Categories of ordinary shares. The minimum share capital of the Fund shall be, as required by the Law of 13 February 2007, one million two hundred and fifty thousand Euro (EUR 1,250,000). This minimum must be reached within a period of twelve (12) months following the authorisation of the Fund by the CSSF.

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

The initial share capital of the Fund is set at thirty-one thousand Euro (EUR 31,000) represented by:

- one (1) fully paid-up Management Share of the Fund held by the General Partner in its capacity as Unlimited Shareholder of no par value; and

- thirty thousand nine hundred ninety-nine (30,999) fully paid-up Ordinary Shares of the Fund held by the Limited Shareholder of no par value.

The General Partner may, at any time, establish several pools of assets, each constituting a Sub-Fund within the meaning of article 71 of the Law of 13 February 2007.

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

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

The General Partner may, at any time, issue different Classes and/or Categories of Ordinary Shares, which may differ, inter alia, in their fee structure, minimum investment requirement, type of target investors, distribution policy, denomination currency or hedging policy. Those Classes and/or Categories of Ordinary Shares shall be issued in accordance with the requirements of the Law of 13 February 2007 and the Law of 10 August 1915 and shall be disclosed in the Placement Memorandum.

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

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

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

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

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

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

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

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

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

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

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

7. Issue and Subscription for ordinary shares.

7.i Issue of Ordinary Shares

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

The General Partner may issue Ordinary Shares only to investors qualifying as Well-informed Investors.

The General Partner may impose restrictions on the frequency with which Ordinary Shares are issued; the General Partner may, in particular, decide that Ordinary Shares in any Sub-Fund, Class and/or Category shall only be issued further to one or more Closings, during specific offer periods or at such other frequency as provided for in the Placement Memorandum and that Ordinary Shares shall only be issued to Well-informed Investors having entered into a Subscription Agreement containing, inter alia, an irrevocable Commitment and application to subscribe, during a certain period, for

Ordinary Shares for a total amount as determined in the Subscription Agreement. As far as permitted under Luxembourg laws and regulations, any Subscription Agreement may contain specific provisions not contained in the other Subscription Agreements.

Furthermore, the General Partner may impose restrictions in relation to the minimum amount to be initially committed for investment and the minimum amount of any additional investments, as well as the minimum shareholding, which any Investor is required to comply with at any time. The General Partner may also decide to increase the issue price by any fees, commissions and costs as disclosed in the Placement Memorandum.

The number of Ordinary Shares of any Sub-Fund, Class and/or Category issued to any Investor in connection with any Drawdown shall be equal to the amount paid by the Investor under the related Funding Notice less any applicable fees and charges as determined by the General Partner in its discretion and detailed in the Placement Memorandum, divided, as the case may be, by the applicable Subscription Price per Ordinary Share of the relevant Sub-Fund, Class and/or Category.

No Ordinary Shares of any Sub-Fund, Class and/or Category shall be issued by the Fund during any period in which the determination of the Net Asset Value of the Ordinary Shares of the relevant Sub-Fund, Class and/or Category is suspended by the General Partner, as noted in Article 11 hereof. In the event the determination of the Net Asset Value per Ordinary Share of any Sub-Fund, Class and/or Category is suspended, any pending subscriptions of Ordinary Shares of the relevant Sub-Fund, Class and/or Category shall be carried out on the basis of the next following Net Asset Value per Ordinary Shares of the relevant Sub-Fund, Class and/or Category as determined in respect of the Valuation Day following the end of the suspension period.

Drawdowns shall usually be made by sending a Funding Notice at least ten (10) Business Days in advance of the Drawdown date to the Investors.

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

7.2 Restrictions to the Subscription for Ordinary Shares

The Ordinary Shares are available to Well-informed Investors only in accordance with Article 2 of the Law of 13 February 2007.

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

7.3 Default provisions

If an Investor in a particular Sub-Fund fails to pay any part of its Commitment when due and payable it shall pay to the Sub-Fund interest on the amount outstanding at an annual rate of 10% above the legal rate ("taux légat'), as determined by the applicable Grand Ducal regulation in Luxembourg from year to year per annum (on the basis of a 365 day year), from the date upon which such drawn amount became due until the actual date of payment thereof and it shall indemnify the Fund and/or the Sub-Fund for any fees and expenses, including, without limitation, attorney's fees, incurred as a result of the default. Distributions to the Investor will be set-off or withheld until any amounts outstanding have been paid in full.

If the Investor fails to remedy such default within 5 Business Days after the date the payment was due, the Investor shall be in default (the "Defaulting Investor") and shall:

(a) continue to pay to the Sub-Fund interest on the amount outstanding at an annual rate of 10% above the legal rate ("taux légal'), as determined by said Grand Ducal regulation in Luxembourg from year to year per annum (on the basis of a 365 day year), from the date upon which such amount became due until the actual date of payment thereof (on the understanding that the obligation to pay interest expires on the day on which the Fund has been compensated for the amounts outstanding by using the measures described in (a)-(d) below); and

(b) indemnify the Fund and/or the Sub-Fund for any damages, fees and expenses, including, without limitation, attorney's fees or sales commissions, incurred as a result of the default; and

In addition, the General Partner may, at its sole discretion, take any of the following actions:

(a) deliver an additional Funding Notice to non-Defaulting Investors, to make up any shortfall of a Defaulting Investor (not to exceed each Investor's Undrawn Commitment); and/or

(b) terminate the Defaulting Investor's outstanding Commitment; and/or

(c) redeem the Ordinary Shares of the Defaulting Investor upon payment to such Defaulting Investor of an amount equal to 75% of the most recent Net Asset Value of its Ordinary Shares; and/or

(d) at its discretion, provide the other (non-defaulting) Investors in the Sub-Fund with a right to purchase the Ordinary Shares of the Defaulting Investor, in accordance with the following provisions:

The General Partner shall, within ten (10) Business Days of the day on which the relevant Investor has been declared a Defaulting Investor, offer the Ordinary Shares of the Defaulting Investor (the "Offered Shares") to the other Investors (the "Other Investors") in proportion to the respective amounts of Commitments given by each Other Investor. The

Offered Shares shall be offered at a price per Share equal to 75% of their most recent Net Asset Value and the offer shall be open for acceptance by the Other Investors for a period of twenty (20) Business Days.

On accepting an offer, each Other Investor shall notify the General Partner of the number of its pro rata Offered Shares in respect of which it accepts such offer. Each Other Investor will also indicate if it would be willing to purchase additional Offered Shares and furthermore indicate a limit of Shares that he is willing to purchase additionally if not all of the Other Investors accept the offer and choose not to exercise their right to purchase any or all of their pro rata Offered Shares (the "Excess Offered Shares").

If not all the Other Investors accept the offer in full, the Excess Offered Shares shall be sold to those Other Investors which have indicated a willingness to purchase further Offered Shares pursuant to the preceding paragraph. If only one Other Investor accepts the offer, all of the Offered Shares (including the Excess Offered Shares) may be sold to such Other Investor. However, if not all of the Offered Shares (including the Excess Offered Shares) are purchased by the Other Investors as provided for in this paragraph, then the remaining Offered Shares will be treated, in the discretion of the General Partner, as redeemed Shares or be offered by the General Partner to third parties at a price per Share equal to 75% of their most recent Net Asset Value.

Any amounts invested by an Investor in Offered Shares will not be deducted from the relevant Investor's Undrawn Commitment, but will be invested by such Investor in addition to its Commitment.

The General Partner may decide on other solutions as far as legally allowed if it believes such solutions to be more adequate to the situation. The General Partner may, in its discretion but having regard to the interests of the other investors, waive any of these remedies against a Defaulting Investor.

8. Transfer of shares.

8.1 Transfer of Management Share

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

8.2 Transfer of Ordinary Shares

Ordinary Shares and Undrawn Commitments may only be transferred to Well-Informed Investors and may under no condition be transferred to Prohibited Persons.

Ordinary Shares and Undrawn Commitments may not be transferred to any transferee other than an Affiliate of the relevant Shareholder without the prior written consent of the General Partner, which consent may not be unreasonably withheld subsequent to the receipt of a confirmation by each of the transferor and transferee with representation and guarantee that the proposed transfer does not violate the applicable laws and regulations. The General Partner may also request the transferor and transferee to provide the General Partner with a legal opinion to that effect.

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

9. Redemption of ordinary shares. With respect to Sub-Fund(s) created for a limited duration, the relevant Limited Shareholders are not entitled to request for the redemption of their Ordinary Shares and specific exit strategies may be determined by the General Partner in accordance with the Placement Memorandum.

With respect to Sub-Fund(s) created for an unlimited period of time, any Limited Shareholder may request the redemption of all or part of his Ordinary Shares by the Fund, under the terms and procedures set forth by the General Partner in the Placement Memorandum and within the limits provided by law and these Articles of Incorporation.

In respect of Sub-Fund(s) created either for a limited or unlimited duration, Ordinary Shares may however be compulsorily redeemed whenever the General Partner considers this to be in the best interest of the Fund and/or of the relevant Sub-Fund, subject to the terms and conditions the General Partner shall determine and within the limits set forth by law, the Placement Memorandum and these Articles of Incorporation. In particular, Ordinary Shares of any Class and/or Category of any Sub-Fund may be compulsorily redeemed at the option of the General Partner, on a pro rata basis among existing Limited Shareholders of any such Class and/or Category of any Sub-Fund, in order to distribute to the Limited Shareholders distributable cash, notwithstanding any other distribution pursuant to Article 29 hereof.

The redemption price per Ordinary Share shall be the Net Asset Value per Share of the relevant Class and/or Category of the relevant Sub-Fund as at the relevant Valuation Day, less such charges and commissions (if any) at the rate provided for in the Placement Memorandum. The relevant redemption price may be rounded up or down to the nearest unit of the relevant currency as the General Partner shall determine.

The redemption price per Ordinary Share shall be paid within a period as determined by the General Partner which shall not exceed ten (10) calendar days from the publication of the Net Asset Value per Share calculated in respect of the relevant Valuation Day, in accordance with such policy as the General Partner may from time obligations have been provided, and subject to the provision of Article 11.2 hereof.

Moreover, where it appears to the General Partner that any Prohibited Person precluded from holding Ordinary Shares in any Sub-Fund holds in fact Ordinary Shares, the Fund may compulsorily redeem the Shares upon payment to such Prohibited Person of an amount equal to 75% of the most recent Net Asset Value of its Ordinary Shares subject to giving such Prohibited Person notice of at least 15 calendar days, and upon redemption, those Ordinary Shares will be cancelled and the Prohibited Person will cease to be a Limited Shareholder. In the event that the General Partner compulsorily redeems Ordinary Shares held by a Prohibited Person, the General Partner may provide the Limited Shareholders in the relevant Sub-Fund (other than the Prohibited Person) with a pre-emption right to purchase on a pro rata basis the Ordinary Shares of the Prohibited Person in accordance with the pre-emptive right provisions described in this Article 9 above. However, the price for which such Ordinary Shares will be offered to the Limited Shareholders in the relevant Sub-Fund (other than the Prohibited Person) will be an amount equal to 75% of the most recent Net Asset Value of those Ordinary Shares.

Any taxes, commissions and other fees incurred in connection with the payment of the redemption proceeds (including those taxes, commissions and fees incurred in any country in which Ordinary Shares are sold) will be charged by way of a reduction to any redemption proceeds. Ordinary Shares repurchased by the Fund may not be reissued and shall be cancelled in conformity with applicable law.

10. Conversion of ordinary shares. In case of plurality of Classes and/or Categories of Ordinary Shares, conversions from one Class or Category of Ordinary Shares in any Sub-Fund into another Class or Category of Ordinary Shares (if any) in the same Sub-Fund and/or into another Class or Category of Ordinary Shares of one or more other Sub-Funds are not allowed.

11. Calculation of net asset value per share calculation.

11.1 Calculation

To the extent required by and within the limits laid down under Luxembourg laws and regulations, the Net Asset Value per Ordinary Share shall be expressed in the applicable Reference Currency and shall be determined by the Administrative Agent, which shall satisfy the requirements of the Law of 13 February 2007, the case being with the assistance of the General Partner, and in accordance with Luxembourg law and IFRS.

The name of the appointed independent external valuer (if any) shall be incorporated in the Placement Memorandum.

For avoidance of doubt, whenever the term Net Asset Value is mentioned within these Articles of Incorporation, it refers to the Net Asset Value in accordance with IFRS.

The Net Asset Value per Share of each Category, Class and/or Sub-Fund is calculated up to four decimal places.

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

The Net Asset Value per Share of each Class and/or Category in each Sub-Fund on any Valuation Day is determined by dividing (i) the net assets of the relevant Sub-Fund on such Valuation Day, by (ii) the number of Ordinary Shares then outstanding, in accordance with the valuation rules set forth below and IFRS.

The total net assets of the Fund shall be equal to the difference between the gross assets and the liabilities of the Fund based on accounts prepared in accordance with Luxembourg IFRS. Assets owned by the Fund and its Subsidiaries shall be considered with their Fair Value and, to the extent permitted by applicable law, shall be booked at amortised cost in due consideration of an impairment test.

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

11.1.1Assets of the Sub-Fund

The assets of each Sub-Fund shall include:

(a) all shares, units, convertible securities, debt and convertible debt instruments or other securities of underlying investment structures registered in the name of the Fund;

(b) all shareholdings in convertible and other debt securities of private equity or real estate companies;

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

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

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

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

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

(h) the formation expenses of the Fund and Sub-Funds, including the cost of issuing and distributing Shares of the Fund;

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

11.1.2 The value of the Sub-Fund's assets shall be determined as follows:

(a) Securities (equity, debt and structured financial instruments) which are listed on a stock exchange or dealt in on another regulated market will be valued on the basis of the last available publicised stock exchange or market value;

(b) Securities (equity, debt and structured financial instruments) which are not listed on a stock exchange nor dealt on a regulated market will be valued on the basis of the probable net realisation value (excluding any deferred taxation) estimated with prudence and in good faith by the General Partner or any of its delegates, who will use one of the private equity valuation guidelines listed below:

(i) the International Private Equity and Venture Capital Valuation Guidelines (IPEVCVG) published by the European Private Equity and Venture Capital Association (EVCA);

(ii) the British Venture Capital Association (BVCA);

(iii) the Luxembourg Private Equity (LPEA);

(iv) the Emerging Markets Private Equity Association (EMPEA);

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

(d) Properties and property rights registered in the name of the Fund or any of its Subsidiaries as well as direct or indirect shareholdings of the Fund in intermediate companies shall be valued by one or more independent appraisers, provided that the Fund may deviate from such valuation if deemed in the interest of the Fund and its shareholders and provided further that such valuation may be established at the end of the fiscal year and used throughout the following fiscal year unless there is a change in the general economic situation or in the condition of the relevant properties or property rights held by the Fund or by any of its subsidiaries or by any controlled property companies which requires new valuations to be carried out under the same conditions as the annual valuations;

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

(f) The liquidating value of futures, forward or options contracts not dealt in on a stock exchange or another regulated market shall mean their net liquidating value determined, pursuant to the policies established by the General Partner or any of its delegates, on a basis consistently applied for each different variety of contracts. The liquidating value of futures, forward or options contracts dealt in on a stock exchange or another regulated markets shall be based upon the last available settlement prices of these contracts on such regulated markets on which the particular futures, forward or options contracts are dealt in by the relevant Sub-Fund; provided that if a futures, forward or options contract could not be liquidated on the day with respect to which net assets are being determined, the basis for determining the liquidating value of such contract shall be such value as the General Partner or any of its delegates may deem fair and reasonable;

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

(h) All other securities and other assets, including debt securities and securities for which no market quotation is available, are valued on the basis of dealer-supplied quotations or by a pricing service approved by the General Partner or any of its delegates or, to the extent such prices are not deemed to be representative of market values, such securities and other assets shall be valued at fair value as determined in good faith pursuant to procedures established by the General Partner or any of its delegates. Money market instruments held by the Fund with a remaining maturity of ninety days or less will be valued by the amortised cost method, which approximates market value.

The value of all assets and liabilities not expressed in the Reference Currency will be converted into the Reference Currency at the relevant rates of exchange ruling on the relevant Valuation Day. If such quotations are not available, the

rate of exchange shall be determined with prudence and in good faith by or under procedures established by the General Partner or any of its delegates.

11.1.3 Liabilities of the Sub-Fund

The Liabilities of each Sub-Fund shall include:

(a) bills and accounts payable;

(b) all accrued or payable expenses (including administrative expenses, management and advisory fees, including incentive fees (if any), custody fees, paying agency, registrar and transfer agency fees and domiciliary and corporate agency fees as well as reasonable disbursements incurred by the service providers);

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

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

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

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

(g) all other liabilities of the Fund of whatsoever kind and nature reflected in accordance with Luxembourg law and IFRS. In determining the amount of such liabilities the General Partner shall take into account all expenses payable by the Fund and may accrue administrative and other expenses of a regular or recurring nature based on an estimated amount rateably for yearly or other periods.

The General Partner, in its discretion, may permit some other method of valuation to be used if it considers that such valuation better reflects the fair value of any asset or liability of the Sub-Fund. This method shall then be applied in a consistent way.

For the purpose of the above,

(a) Ordinary Shares to be issued by the Fund shall be treated as being in issue as from the time specified by the General Partner with respect to which such issuance and from such time and until received by the Fund the price therefore shall be deemed to be an asset of the Fund;

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

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

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

(i) purchase any asset the value of the consideration to be paid for such asset shall be shown as a liability of the Fund and the value of the asset to be acquired shall be shown as an asset of the Fund;

(ii) sell any asset the value of the consideration to be received for such asset shall be shown as an asset of the Fund and the asset to be delivered by the Fund shall not be included in the assets of the Fund;

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

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

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

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

The General Partner and/or the Management Company may suspend the determination of the Net Asset Value of any particular Sub-Fund, Class and/or Category of Shares during:

(a) any period when, as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility and power of the General Partner and/or the Management Company, disposal of the assets owned by the relevant Sub-Fund is not reasonably practicable without this being seriously detrimental to the interests of Shareholders; or

(b) any breakdown in the means of communication normally employed in determining the price of any of the Sub-Fund's assets or if for any reason the value of any asset of the Sub-Fund which is material in relation to the determination

of the Net Asset Value (as to which materiality the General Partner and/or the Management Company shall have discretion) may not be determined as rapidly and accurately as required; or

(c) any period when the value of any wholly-owned (direct or indirect) Subsidiary of the Sub-Fund may not be determined accurately; or

(d) upon the publication of a notice convening a general meeting of Shareholders for the purpose of resolving to wind-up the Fund or the Sub-Fund; or

(e) any period when any one of the principal markets or other stock exchanges on which a portion of the assets of the Sub-Fund of the Fund, are quoted is closed (otherwise than for ordinary holidays) or during which dealings therein are restricted or suspended; or

(f) when for any other reason, the prices of any investments cannot be promptly or accurately ascertained, in which case the General Partner shall ascertain the price within the shortest timeframe possible.

Notice of such suspension shall be published, if deemed appropriate by the M or the General Partner, as the case may be.

Chapter III. - Management

12. Powers of the general partner. The Fund shall be managed by Three Hills Partners S.A., a Luxembourg public limited liability company (société anonyme), in its capacity as Unlimited Shareholder of the Fund.

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

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

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

The General Partner may, under the conditions and within the limits laid down by Luxembourg laws and regulations, appoint an external management company and/or an external alternative investment fund manager in order to carry out the functions described in Annex I of the Law of 12 July 2013. Details regarding such appointment shall be incorporated in the Placement Memorandum.

13. Removal of the general partner. The General Partner may be removed at any time without cause by means of a resolution of the general meeting of the Shareholders adopted by Limited Shareholders holding at least 75% of the Fund's outstanding share capital, provided that, for the avoidance of doubt, the approval of the General Partner is not required, as provided for in the Articles of Incorporation, to validly decide on its removal.

The General Partner may also be removed at any time for cause (i.e. in case of fraud, gross negligence or wilful misconduct as determined by a court in last instance and resulting in a material economic disadvantage for the Fund), by means of a resolution of the general meeting of Shareholders adopted as follows:

(a) the quorum shall be at least 75% of the share capital being present or represented. If such quorum requirement is not met, a second general meeting of Shareholders shall be called which may validly deliberate, irrespective of the proportion of the share capital represented.

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

If the General Partner is removed without cause:

(a) the General Partner shall be entitled to a payout of its management fee accrued at the time of its removal;

(b) furthermore, the General Partner shall be entitled to a payout equivalent to 2 years (or any such shorter period of time until the termination of the relevant Sub-Fund) of its management fee with the last periodical payment prior to its removal as calculation basis;

(c) any replacement general partner shall be obliged to immediately change the name of the Fund and any related entities (including any intermediate holding companies) to exclude the name "Three Hills", or any reference to the General Partner, its Affiliates, or any name derived therefrom, and any replacement general partner and any replacement investment advisor(s) shall be obliged to procure the re-registration of the Fund under such new name within thirty (30) Business Days of their appointment and shall refrain from using the name "Three Hills" for any purpose including in any trademark or service mark; and

(d) any holder of carried interest entitling shares shall continue to hold such Shares until the end of the term of the relevant Sub-Fund.

If the General Partner is removed with cause:

(a) the General Partner shall be entitled to a payout of the management fee accrued at the time of its removal;

(b) any replacement general partner shall be obliged to immediately change the name of the Fund and any related entities (including any intermediate holding companies) to exclude the name "Three Hills", or any reference to the General Partner, its Affiliates, or any name derived therefrom, and any replacement general partner shall be obliged to procure the re-registration of the Fund under such new name within thirty (30) Business Days of its appointment and shall refrain from using the name "Three Hills" for any purpose including in any trademark or service mark;

(c) carried interest entitling shares shall be redeemed at a price equal to the initial subscription price at the time those Ordinary Shares were issued.

14. Representation of the fund. The Fund shall be bound towards third parties by the sole signature of the General Partner represented by any two Directors, or in case of categories of Directors by the joint signature of any class A Director and any class B Director as well as (i) any daily manager, or (ii) any other person to whom such a power has been delegated, to the extent such a power has been delegated to them.

No Limited Shareholder shall represent the Fund.

15. Liability of the general partner and Limited shareholders. The General Partner shall be liable with the Fund for all liabilities that cannot be recovered out of the Fund's assets.

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

16. Delegation of powers; Agents of the general partner. The General Partner may, at any time, appoint officers or agents of the Fund as required for the affairs and management of the Fund. The appointed officers or agents shall be entrusted with the powers and duties conferred to them by the General Partner.

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

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

The General Partner may establish specific committees with the functions as shall then be further detailed in the Placement Memorandum.

17. Conflict of interest. The Management Company, the General Partner, the Custodian and the Administrative Agent, together with their Affiliates (collectively for the purpose of this Article 17, the "Parties") are, or may be, involved in other professional and financial activities that may possibly conflict with the interest, the management and administration of the Fund and its Investors. This includes in particular the management of other funds, the management of investments in other sub-funds, the purchase and sale of securities, brokerage service, custody of securities and the fact of acting as a member of the board, director, consultant or representative with power of attorney of other funds or companies in which the Sub-Funds may invest.

Each Party undertakes respectively to ensure that the execution of his obligations vis-à-vis the Sub-Funds is not compromised by such involvements. In the event of a proven conflict of interest, the Parties concerned undertake to resolve this in an equitable manner within a reasonable period of time and in the exclusive interests of the Shareholders of the Sub-Funds. It is understood that the Management Company will be responsible for the ongoing controls of any potential conflict of interest that can arise in connection with the Fund and its Investors.

Chapter IV. - General Meeting of shareholders

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

19. Annual general meeting. The annual general meeting of the Shareholders shall be held at the registered office of the Fund or at any other location in the City of Luxembourg, at a place specified in the notice convening the meeting, on the last Thursday of June of each year at 14.00 (Luxembourg time). If such day is not a Business Day, the meeting shall be held on the previous Business Day.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

In accordance with these Articles of Incorporation and as far as permitted by the Law of 10 August 1915, any decision of the general meeting of Shareholders, other than a decision on the removal of the General Partner, shall require the prior approval of the General Partner in order to be validly taken.

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

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

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

The provisions set out in Articles 21 to 25 of these Articles of Incorporation as well as in the Law of 10 August 1915 shall apply to such general meetings.

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

Moreover, any resolution of the general meeting of Shareholders of the Fund, affecting the rights of the Shareholders of any Sub-Fund, Class or Category vis-à-vis the rights of the Shareholders of any other Sub-Fund or Class shall be subject to a resolution of the general meeting of Shareholders of such Sub-Fund, Class or Category in compliance with the Law of 10 August 1915.

Chapter V. - Financial year, Auditors, Distribution of profits, Information to investors

27. Financial year and Information to investors. The Fund's financial year begins on the 1 st of January and ends on the 31 st December of each year.

In respect of each financial year, an annual report, including audited financial statements for the Fund, shall be made available to Investors within six (6) months after the end of such financial year.

Any other financial information concerning the Fund, including the periodic calculation of the Net Asset Value per Ordinary Share shall be made available at the registered office of the Fund. Any other substantial infozrmation concerning the Fund may be published in such newspaper(s) and notified to Shareholders in such manner as may be specified from time to time by the General Partner.

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

29. Distributions. Distributions may only be made if the net assets of the Fund do not fall below the minimum set forth by law.

All distributions shall be made net of any income, withholding and similar taxes payable by the Fund.

The General Partner may decide to pay interim distributions in compliance with the above and Luxembourg law.

In case distributions to Limited Shareholders and Drawdowns from Limited Shareholders in a particular Sub-Fund are scheduled to occur 10 Business Day from another, the General Partner may elect to net the amounts so due. As a result, only the net amount shall be drawn from, or distributed to, the Limited Shareholders. For the avoidance of doubt, the number of Shares to be issued to the Limited Shareholders in the Sub-Fund shall correspond to the number of Shares due under the Drawdown before netting.

In the event that as a result of the netting an amount is still due to the relevant Sub-Fund by the Limited Shareholders, the Funding Notice sent to each such Limited Shareholder shall be accompanied by a confirmation letter stating the initial amount that was to be drawn down from the relevant Limited Shareholder, the amount corresponding to the distribution it was entitled to and the outstanding amount to be paid by it.

In the event that as a result of the netting the Limited Shareholder are entitled to receive a net payment from the Sub-Fund, the distribution notice sent to each such Limited Shareholder shall be accompanied by a confirmation letter stating the initial amount that was to be distributed to them, the amount corresponding to the Drawdown that should have been effected and the outstanding amount to be distributed to it.

The distribution policy of each Sub-Fund may be further detailed in the Placement Memorandum.

Chapter VI - Dissolution, Liquidation

30. Dissolution.

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

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

In the event of legal incapacity or inability to act of the General Partner as mentioned under the preceding paragraph, the general meeting of Shareholders shall appoint a new general partner by means of a resolution adopted by Limited Shareholders representing at least seventy five per cent (75%) of the Ordinary Shares in favour of the appointment of the new general partner, subject to the prior approval of the CSSF.

30.2 Voluntary dissolution

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

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

Whenever the capital falls below two-thirds of the legal minimum capital indicated in Article 5 hereof, the General Partner must submit the question of the dissolution of the Fund to the general meeting of Shareholders. The general meeting, for which no quorum shall be required, shall decide on simple majority of the votes of the Shares present and represented at the meeting.

The question of the dissolution of the Fund shall also be referred to the general meeting of Shareholders whenever the capital falls below one quarter of the minimum capital. In such event, the general meeting shall be held without quorum requirements, and the dissolution may be decided by the Shareholders holding one-quarter of the votes present and represented at that meeting.

The meeting must be convened so that it is held within a period of 40 days from when it is ascertained that the net assets of the Fund have fallen below two-thirds or one quarter of the legal minimum as the case may be.

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

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

32. Termination of a sub-fund, Class or Category. In the event that for any reason the value of the net assets of any Sub-Fund, Class and/or Category has decreased to, or has not reached, an amount determined by the General Partner to be the minimum level for such Sub-Fund, Class and/or Category to be operated in an economically efficient manner, or in case of a substantial modification in the political, economic or monetary situation relating to such Sub-Fund, Class and/or Category would have material adverse consequences on the investments of that Sub-Fund, Class and/or Category,

or as a matter of economic rationalisation or for any reason set out in the Placement Memorandum, the General Partner may decide to compulsory redeem all the Shares of the relevant Sub-Fund, Class and/or Category at their Net Asset Value per share (taking into account actual realisation prices of investments and realisation expenses) as calculated on the Valuation Day at which such decision shall take effect.

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

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

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

All redeemed Shares shall be cancelled by the Fund.

Chapter VII - Final provisions

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

All securities, cash, funds and other assets of each Sub-Fund shall be entrusted to the Custodian in accordance with the Custodian Agreement and Luxembourg law.

The Sub-Funds' assets shall be held in safekeeping either by the Custodian itself or by a correspondence bank appointed at any given time.

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

34. Amendments of these articles of incorporation. Unless otherwise provided by the present Articles of Incorporation and as far as permitted by the Law of 10 August 1915, at any general meeting of the Shareholders convened in accordance with the law to amend the Articles of Incorporation of the Fund or to resolve issues for which the law or these Articles of Incorporation refers to the conditions set forth for the amendment of the Articles of Incorporation, the quorum shall be at least one half (1/2) of the capital being present or represented. If such quorum requirement is not met, a second general meeting of Shareholders shall be called which may validly deliberate, irrespective of the portion of the capital represented.

In both meetings, resolutions must be passed by at least two thirds (2/3) of the votes cast. In accordance with these Articles of Incorporation and the Law of 10 August 1915, any amendment to the Articles of Incorporation by the general meeting of Shareholders shall require the prior approval of the General Partner in order to be validly taken.

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

In any action, suit or proceeding against the Fund, or any Indemnified Party relating to or arising, or alleged to relate to or arise, out of any such action or non-action, the Indemnified Parties shall have the right to jointly employ, at the

expense of the Fund, counsel of the Indemnified Parties' choice, which counsel shall be reasonably satisfactory to the Fund, in such action, suit or proceeding. If joint counsel is so retained, an Indemnified Party may nonetheless employ separate counsel, but at such Indemnified Party's own expense.

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

36. Applicable law. All matters not governed by these Articles of Incorporation shall be determined in accordance with the Law of 10 August 1915, the Law of 13 February 2007 and the Law of 12 July 2013.

Transitory provisions

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

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

Subscription - Payment

The share capital has been subscribed as follows:

Management Share in Three Hills - I:

Subscriber	Subscribed capital	Number of shares
Three Hills Partners S.A.	EUR 1.-	1
Ordinary Shares in Three Hills – I:		
Three Hills CIP I S.C.Sp.	EUR 30,999.-	30,999

The Management Share and the Ordinary Shares have been fully paid in cash, so that the sum of thirty-one thousand Euro (EUR 31,000) is forthwith at the free disposal of the Fund, as has been proven to the notary.

First extraordinary general meeting of shareholders

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

1. The Fund's registered office address is fixed at 2, boulevard de la Foire, L-1528 Luxembourg, Grand Duchy of Luxembourg.

2. The following is appointed independent auditor: "PricewaterhouseCoopers, Société Coopérative", 400, route d'Esch, L-1014 Luxembourg, Grand Duchy of Luxembourg.

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

Declaration

The undersigned notary herewith declares having verified the existence of the conditions enumerated in Article 26 of the Law of 10 August 1915 and expressly states that they have been fulfilled.

Expenses

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

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

The undersigned notary, who understands and speaks English, states herewith that on request of the above appearing persons, the present deed is worded in English.

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

Signé: K. MEYNAERTS, J.J. WAGNER.

Enregistré à Esch-sur-Alzette A.C., le 3 décembre 2013. Relation: EAC/2013/15803. Reçu soixante-quinze Euros (75.- EUR).

Le Receveur (signé): SANTIONI.

Référence de publication: 2013171153/882.

(130208095) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 décembre 2013.

Caterpillar Luxembourg Mexico S.à r.l., Société à responsabilité limitée.

Capital social: USD 3.300.000,00.

Siège social: L-2530 Luxembourg, 4A, rue Henri M. Schnadt.

R.C.S. Luxembourg B 170.416.

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In the year two thousand and thirteen, on the twenty-ninth day of November,

before the undersigned, Maître Francis Kesseler, a notary resident in Esch-sur-Alzette, Grand Duchy of Luxembourg,

THERE APPEARED:

Caterpillar Luxembourg Group S.à r.l., a Luxembourg private limited liability company incorporated under the laws of Luxembourg, with its registered office at 4A, rue Henri M. Schnadt, L-2530 Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 119.817, and having a share capital of USD 219,249,150 (the Sole Shareholder),

here represented by Mrs Sofia AFONSO-DA CHAO CONDE, private employee, whose professional address is in Esch-sur-Alzette, Grand Duchy of Luxembourg, by virtue of a power of attorney given under private seal.

After signature ne varietur by the authorised representative of the Sole Shareholder and the undersigned notary, this power of attorney will remain attached to this deed to be registered with it.

The Sole Shareholder, represented as set out above, has requested that the undersigned notary record that:

(i) the Sole Shareholder holds all of the shares in the Company;

(ii) the Company was incorporated on 26 June 2012, pursuant to a deed drawn up by Maître Blanche Moutrier, a notary resident in Esch-sur-Alzette, Grand Duchy of Luxembourg, published in the Mémorial C, Recueil des Sociétés et Associations (the Mémorial) on 28 August 2012 under number 2134. Since that date, the Company's articles of association (the Articles) have been amended several times, most recently on 1 October 2013 pursuant to a deed drawn up by Maître Francis Kesseler, a notary resident in Esch-sur-Alzette, Grand Duchy of Luxembourg, not yet published in the Mémorial;

(iii) the agenda of the Meeting is as follows:

a) presentation of the joint merger proposal providing for the absorption of the Company by its parent company (the Joint Merger Proposal), Caterpillar Luxembourg Group S.à r.l., a Luxembourg private limited liability company incorporated under the laws of Luxembourg, with its registered office at 4A, rue Henri M. Schnadt, L-2530 Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 119.817 (the Acquiring Company and together with the Company, the Merging Companies or individually, a Merging Company);

b) acknowledgement that all the documents required by articles 267 and 278 of the law on commercial companies dated 10 August 1915, as amended, have been deposited at the Company's registered office for due inspection by the shareholders at least one month before the date of the general meeting of shareholders of the Company resolving on the joint draft merger terms;

c) approval of the Joint Merger Proposal and the decision to carry out the merger by way of the absorption of the Company by the Acquiring Company;

d) acknowledgment that from an accounting point of view, the operations of the Company will be treated as having being carried out on behalf of the Acquiring Company as from 29 November 2013 and acknowledgment of the effective date of the merger between the parties and of the date of enforceability of the merger towards third parties;

e) granting full discharge to the members of the board of managers;

f) granting of all powers to any member of the Company's board of managers and to any employee of or any lawyer at Loyens & Loeff Luxembourg S.à r.l., acting individually, with full power of substitution, to execute any documents and perform any actions and formalities necessary, appropriate, required or desirable in connection with the merger; and

g) miscellaneous.

(iv) that the Sole Shareholder has taken the following resolutions:

First resolution

The Sole Shareholder resolves to acknowledge that the board of managers of the Company has presented to it the Joint Merger Proposal dated 21 October 2013, published in the Mémorial, N°2685 of 28 October 2013, in accordance with article 262 of the law of August 15, 1915 on commercial companies (the Law) and providing for the absorption of the Company by the Acquiring Company.

Second resolution

The Sole Shareholder resolves to acknowledge that the Joint Merger Proposal and the Merging Companies' annual accounts and annual reports (if any) of the last three financial years have been deposited at the Company's registered office, for due inspection by the shareholders at least one month before the date hereof, a certificate attesting the deposit of said documents, duly signed by an authorised representative of the Company, has been given to the notary.

The Sole Shareholder further acknowledges that the sole shareholder of each Merging Company has waived (i) the requirements provided for under article 265 (1) and (2) of the Law in accordance with article 265 (3) of the Law; (ii) the requirements under article 267-1 (c) in accordance with indent 2 of article 267-1 (e) of the Law, and (iii) their right to inspect the documents mentioned in articles 265 (1) and (2) of the Law and article 267-1 (c) at the respective registered office of the Merging Companies at least one month before the date of the Sole Shareholder's resolutions deciding on the Joint Merger Proposal.

Third resolution

The Sole Shareholder resolves to approve the Joint Merger Proposal and to carry out the merger by way of the absorption of the Company by the Acquiring Company, in accordance with the conditions detailed in the Joint Merger Proposal. The Sole Shareholder acknowledges (i) the dissolution without liquidation of the Company as per the effective date by way of transfer at book value of all the assets and liabilities of the Company to the Acquiring Company, all in accordance with the Joint Merger Proposal and (ii) the cancellation, as a consequence of the merger, of the shares held by the Acquiring Company in the Company.

Fourth resolution

The Sole Shareholder resolves to acknowledge (i) that from an accounting point of view, the operations of the Company will be treated as having being carried out on behalf of the Acquiring Company as from 29 November 2013 (ii) that the merger takes effect between the Merging Companies on the date of the concurring general meetings of the shareholders of the Merging Companies approving the merger and is enforceable towards third parties after the publication in the Mémorial of the minutes of the general meetings of the Merging Companies' shareholders approving the merger.

Fifth resolution

The Sole Shareholder resolves to grant full discharge (quitus) to the members of the board of managers for the performance of their respective duties from the date of their appointment until the date of these present resolutions.

Sixth resolution

The Sole Shareholder resolves to grant all powers to any member of the Company's board of managers and to any employee of or any lawyer at Loyens & Loeff Luxembourg S.à r.l., acting individually, with full power of substitution, to execute any documents and perform any actions and formalities necessary, appropriate, required or desirable in connection with the merger.

Declaration

The undersigned notary states, in accordance with the provisions of article 271 (2) of the Law, having verified and certified the existence and the validity of (i) the legal acts and formalities incumbent upon the Company and (ii) of the Joint Merger Proposal.

There being no further business, the Meeting is adjourned.

The undersigned notary, who understands and speaks English, states that at the request of the appearing party, this deed is drawn up in English, followed by a French version, and that in the case of divergences, the English text prevails.

WHEREOF, this deed is drawn up in Esch-sur-Alzette, on the day stated above.

After reading this deed aloud, the notary signs it with the Sole Shareholder's authorised representative.

Suit la traduction française du texte qui précède:

L'an deux mille treize, le vingt-neuvième jour de novembre,

par devant le soussigné, Maître Francis Kesseler, notaire de résidence à Esch-sur-Alzette, Grand-Duché de Luxembourg,

A COMPARU:

Caterpillar Luxembourg Group S.à r.l., une société à responsabilité limitée luxembourgeoise constituée selon les lois du Luxembourg, dont le siège social est établi au 4A, rue Henri Schnadt, L-2530 Luxembourg, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 119.817 et disposant d'un capital social de USD 219.249.150 (l'Associé Unique),

ici représenté par Madame Sofia AFONSO-DA CHAO CONDE, employée privée, de résidence professionnelle à Esch-sur-Alzette, Grand-Duché de Luxembourg, en vertu d'une procuration donnée sous seing privé.

Après signature ne varietur par le mandataire de l'Associé Unique et le notaire instrumentant, ladite procuration restera annexée au présent acte pour être enregistrée avec lui.

L'Associé Unique, représenté comme indiqué ci-dessus, a requis le notaire instrumentant d'acter que:

(i) l'Associé Unique détient toutes les parts sociales dans la Société;

(ii) la Société a été constituée le 26 juin 2012, suivant un acte dressé par Maître Blanche Moutrier, notaire de résidence à Esch-sur-Alzette, Grand-Duché de Luxembourg, publié au Mémorial C, Recueil des Sociétés et Associations (le Mé-

morial) le 28 août 2012 sous le numéro 2134. Depuis cette date, les statuts de la Société (les Statuts) ont été modifiés à plusieurs reprises et pour la dernière fois le 1 octobre 2013 suivant un acte dressé par Maître Francis Kesseler, notaire de résidence à Esch-sur-Alzette, Grand-Duché de Luxembourg, en cours de publication au Mémorial;

(iii) l'ordre du jour de l'Assemblée est comme suit:

a. présentation du projet commun de fusion prévoyant l'absorption de la Société par sa société mère (le Projet Commun de Fusion), Caterpillar Luxembourg Group S.à r.l., une société à responsabilité limitée luxembourgeoise constituée selon les lois du Luxembourg, dont le siège social est établi au 4A, rue Henri M. Schnadt, L-2530 Luxembourg, immatriculée au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 119.817 (la Société Absorbante et avec la Société, les Sociétés qui Fusionnent et individuellement, une Société qui Fusionne);

b. prise d'acte que tous les documents requis par les articles 267 et 278 de la loi sur les sociétés commerciales du 10 août 1915, telle que modifiée, ont été déposés au siège social de la Société pour inspection attentive des associés au moins un mois avant la date de l'assemblée générale des associés de la Société statuant sur les termes du projet commun de fusion;

c. approbation du Projet Commun de Fusion et décision d'accomplir la fusion par voie d'absorption de la Société par la Société Absorbante;

d. prise d'acte que d'un point de vue comptable, les opérations de la Société seront traitées comme ayant été accomplies au nom de la Société Absorbante à partir du 29 novembre 2013, et prise d'acte de la date effective de la fusion entre les parties et de la date de force exécutoire de la fusion vis-à-vis des tiers;

e. octroi de pleine décharge aux membres du conseil de gérance;

f. octroi de tous les pouvoirs à chaque membre du conseil de gérance de la Société et à tout employé ou avocat de Loyens & Loeff Luxembourg S.à r.l., agissant individuellement, avec plein pouvoir de substitution, pour exécuter tous les documents et accomplir toutes les formalités nécessaires, appropriées, requises ou souhaitables en relation avec la fusion; et

g. divers.

(iv) que l'Associé Unique a pris les résolutions suivantes:

Première résolution

L'Associé Unique décide de prendre acte que le conseil de gérance de la Société lui a présenté le Projet Commun de Fusion daté du 21 octobre 2013, publié au Mémorial, N°2685 le 28 octobre 2013, conformément à l'article 262 de la loi du 15 août 1915, sur les sociétés commerciales (la Loi) et prévoyant l'absorption de la Société par la Société Absorbante.

Deuxième résolution

L'Associé Unique décide de prendre acte que le Projet Commun de Fusion, les comptes annuels et les rapports annuels (le cas échéant) des trois derniers exercices sociaux des Sociétés qui Fusionnent ont été déposés au siège social de la Société, pour inspection attentive des associés au moins un moins avant la date des présentes, un certificat attestant le dépôt desdits documents, dûment signé par un mandataire de la Société, a été fourni au notaire.

L'Associé Unique prend acte en outre que l'associé unique de chaque Société qui Fusionne a renoncé (i) aux exigences mentionnées à l'article 265 (1) et (2) de la Loi conformément à l'article 265 (3) de la Loi, (ii) les exigences de l'article 267-1 (c) conformément au paragraphe 2 de l'article 267-1 (e) de la Loi, et (iii) leur droit d'inspecter les documents mentionnés aux articles 265 (1) et (2) de la Loi et 267-1 (c) au siège social respectif des Sociétés qui Fusionnent au moins un mois avant la date des résolutions de l'Associé Unique statuant sur le Projet Commun de Fusion.

Troisième résolution

L'Associé Unique décide d'approuver le Projet Commun de Fusion et d'accomplir la fusion par voie d'absorption de la Société par la Société Absorbante conformément aux conditions détaillées dans le Projet Commun de Fusion. L'Associé Unique prend acte de (i) la dissolution sans liquidation de la Société à partir de la date effective par voie de transfert à la valeur comptable de tous les actifs et passifs de la Société à la Société Absorbante, conformément au Projet Commun de Fusion et (ii) l'annulation en conséquence de la fusion, de toutes les parts sociales détenues par la Société Absorbante dans la Société.

Quatrième résolution

L'Associé Unique décide de prendre acte (i) que d'un point de vue comptable, les opérations de la Société seront traitées comme ayant été accomplies au nom de la Société Absorbante à partir du 29 novembre 2013 (ii) que la fusion prend effet entre les Sociétés qui Fusionnent à la date des assemblées générales concordantes des associés des Sociétés qui Fusionnent approuvant la fusion et est opposable aux tiers après la publication au Mémorial des procès-verbaux des assemblées générales des associés des Sociétés qui Fusionnent approuvant la fusion.

Cinquième résolution

L'Associé Unique décide d'accorder pleine décharge (quitus) aux membres du conseil de gérance pour l'accomplissement de leurs mandats respectifs depuis la date de leur nomination jusqu'à la date des présentes résolutions.

Sixième résolution

L'Associé Unique décide d'accorder tous les pouvoirs à chaque membre du conseil de gérance de la Société et à tout employé ou avocat de Loyens & Loeff Luxembourg S.à r.l., agissant individuellement, avec plein pouvoir de substitution, pour exécuter tous les documents et accomplir toutes les formalités nécessaires, appropriées, requises ou souhaitables en relation avec la fusion.

Déclaration

Le notaire instrumentant atteste conformément aux dispositions de l'article 271 (2) de la Loi, avoir vérifié et certifié l'existence et la validité (i) des actes juridiques et des formalités incombant à la Société et (ii) du Projet Commun de Fusion.

Plus aucun point à traiter, l'Assemblée est ajournée.

Le notaire instrumentant, qui comprend et parle l'anglais, déclare qu'à la demande de la partie comparante, le présent acte est rédigé en anglais suivi d'une version française, et en cas de divergences, le texte anglais prévaut.

Dont Acte, fait et passé à Esch-sur-Alzette, à la date qu'en tête des présentes.

Après avoir lu le présent acte à voix haute, le notaire le signe avec le mandataire de l'Associé Unique.

Signé: Conde, Kesseler.

Enregistré à Esch/Alzette Actes Civils, le 06 décembre 2013. Relation: EAC/2013/16044.

Reçu soixante-quinze euros 75,00 €

Le Receveur (signé): Santioni A.

POUR EXPEDITION CONFORME

Référence de publication: 2013172968/184.

(130210771) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 décembre 2013.

Nimac S.A. Industries, Société Anonyme.

Siège social: L-9544 Wiltz, 2A, rue Hannelanst.

R.C.S. Luxembourg B 97.157.

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CLÔTURE DE LIQUIDATION

Extrait

Par jugement n° 762/2013 rendu en date du 6 novembre 2013, le Tribunal d'Arrondissement de et à Diekirch, siégeant en matière commerciale, a, conformément à l'article 536 du Code de commerce, déclaré closes pour absence d'actif les opérations de liquidation de la société anonyme NIMAC S.A. INDUSTRIES, avec siège à L-9544 Wiltz, 2A, rue Hannelanst, inscrite au RCS sous le numéro B 97.157, liquidation judiciaire ordonnée par jugement du Tribunal d'Arrondissement de et à Diekirch en date du 17 avril 2013.

Pour extrait conforme
Maître Christian HANSEN
Le liquidateur / Avocat à la Cour
30, route de Gilsdorf
L-9234 Diekirch

Référence de publication: 2013162993/19.

(130198336) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 novembre 2013.

Trans Real Estate Development S.à r.l., Société à responsabilité limitée.

Capital social: EUR 105.393.500,00.

Siège social: L-1477 Luxembourg, 39, rue des Etats-Unis.

R.C.S. Luxembourg B 178.790.

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L'adresse des associés Jacques Henninot, Rachel Henninot, Simon Henninot et Jade Henninot a changé et se trouve à présent au 40, Peak Road, Henri House C, Hong Kong.

L' adresse du gérant de catégorie A, Jacques Henninot, a changé et se trouve à présent au 40, Peak Road, Henri House C, Hong Kong.

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

Luxembourg, le 22 novembre 2013.

Référence de publication: 2013163118/14.

(130199354) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 novembre 2013.

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