MEMORIAL

Journal Officiel
du Grand-Duché de
Luxembourg

MEMORIAL

Amtsblatt
des Großherzogtums
Luxemburg

RECUEIL DES SOCIETES ET ASSOCIATIONS

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

C — N° 1076 **28 avril 2014**

SOMMAIRE

Rezo Finance S.A., Société Anonyme.

Siège social: L-8287 Kehlen, 25-27, Zone Industrielle.

R.C.S. Luxembourg B 162.833.

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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: 2014033128/9.

(140037268) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

Regalismons S.A., Société Anonyme.

Siège social: L-1840 Luxembourg, 11A, boulevard Joseph II.

R.C.S. Luxembourg B 174.024.

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Les comptes annuels au 31 décembre 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.

Référence de publication: 2014033113/9.

(140037161) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

Portus S.A., Société Anonyme.

Siège social: L-5401 Ahn, 7, route du Vin.

R.C.S. Luxembourg B 90.855.

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

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Unterschrift.

Référence de publication: 2014033089/11.

(140036883) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

Private One SICAV-FIS, Société Anonyme sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

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

R.C.S. Luxembourg B 141.792.

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L'Assemblée Générale Ordinaire des actionnaires, qui s'est tenue en date du 26 février 2014:

- a pris note de la démission en tant qu'administrateur de:

Madame Anne ROBINET, 69, route d'Esch, L-2953 Luxembourg, en date du 26 août 2013

Monsieur André LECOQ, 69, route d'Esch, L-2953 Luxembourg, en date du 18 octobre 2013

- a ratifié la cooptation en tant qu'administrateur de:

Monsieur Alexandre DUMONT, 42, rue de la Vallée, L-2661 Luxembourg, en date du 30 octobre 2013

- a renouvelé le mandat d'administrateur de:

Monsieur Patrick CASTERS, 69, route d'Esch, L-2953 Luxembourg

Monsieur Alexandre DUMONT, 42, rue de la Vallée, L-2661 Luxembourg

Monsieur Yves KUHN, 69, route d'Esch, L-2953 Luxembourg,

pour une période d'un an prenant fin lors de la prochaine assemblée en 2015

- a renouvelé le mandat de Réviseur d'Entreprises de:

PricewaterhouseCoopers, RCS B-65477, 400 Route d'Esch, L-1471 Luxembourg pour une période d'un an prenant fin lors de la prochaine assemblée en 2015.

Pour PRIVATE ONE SICAV-FIS

SICAV-FIS

RBC Investor Services Bank S.A.

Société anonyme

Référence de publication: 2014033092/25.

(140036839) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

Phyt-Inov S.à r.l., Société à responsabilité limitée unipersonnelle (en liquidation).

R.C.S. Luxembourg B 169.292.

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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 28 février 2014.

Référence de publication: 2014033086/10.

(140037230) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

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

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

R.C.S. Luxembourg B 84.125.

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Les comptes annuels au 30 novembre 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 27 février 2014.

Référence de publication: 2014033084/10.

(140036683) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

Pandia Equity Trading S.à r.l., Société à responsabilité limitée.

Capital social: EUR 62.500,00.

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

R.C.S. Luxembourg B 164.250.

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Les comptes annuels au 30 juin 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 26 février 2014.

Référence de publication: 2014033066/10.

(140036754) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

Pentair Technical Products S.à r.l., Société à responsabilité limitée,
(anc. Pentair International Sàrl).

Siège social: L-1318 Luxembourg, 58, rue des Celtes.

R.C.S. Luxembourg B 80.928.

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Les comptes annuels consolidés 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: 2014033067/10.

(140037180) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

Sileine S.A., Société Anonyme.

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

R.C.S. Luxembourg B 181.720.

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Extrait des résolutions de l'actionnaire unique en date du 27 février 2014

L'actionnaire unique de SILEINE S.A. a décidé de nommer Patrick D'Andria, né le 2 novembre 1976 à Avignon, France, avec adresse professionnelle au 41 avenue de la Liberté, L-1931 Luxembourg, en tant qu'administrateur de la Société avec effet au 27 février 2014 pour une période de six ans,

Pour extrait
Pour la société
Signature

Référence de publication: 2014033165/14.

(140036559) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

MH Germany Property II S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 111.556.

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Extrait des résolutions prises par l'associé unique de la société en date du 27 février 2014 à 15:50 GMT

L'Associé unique décide de mettre fin au mandat de LUXEMBOURG CORPORATION COMPANY S.A. en tant que gérant de classe A de la Société avec effet immédiat.

L'Associé unique décide de mettre fin au mandat de T.C.G. Gestion S.A. en tant que gérant de classe B de la Société avec effet immédiat.

L'Associé unique décide de nommer en tant que nouveau gérants de classe A de la Société avec effet immédiat et pour une durée indéterminée:

- Alain Koch, né le 18 août 1965 à Esch-sur-Alzette, Luxembourg, avec adresse professionnelle au 9B, Boulevard Prince Henri, L-1724 Luxembourg;

- Claudia Bottse, née le 10 octobre 1964, à Paramaribo, Suriname, avec adresse professionnelle au 9B, Boulevard Prince Henri, L-1724 Luxembourg.

L'Associé unique décide de nommer en tant que nouveau gérants de classe B de la Société avec effet immédiat et pour une durée indéterminée:

- Caroline Kinyua, née le 22 février 1978 à Nairobi, Kenya, avec adresse professionnelle au 9B, Boulevard Prince Henri, L-1724 Luxembourg;

- Hinnerk Koch, né le 15 mars 1963 à Brême, Allemagne, avec adresse professionnelle au 9B, Boulevard Prince Henri, L-1724 Luxembourg.

A Luxembourg, le 28 février 2014.

Pour extrait conforme

Signatures

L'agent domiciliataire

Référence de publication: 2014033027/29.

(140037301) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

Schmit & consorts S.à r.l., Société à responsabilité limitée.

Capital social: EUR 2.712.500,00.

Siège social: L-1720 Luxembourg, 6, rue Heine.

R.C.S. Luxembourg B 163.706.

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Extrait du contrat de cession de parts sociales en date du 28 février 2014

Et

Extrait des résolutions prises lors de l'Assemblée Générale Extraordinaire tenue au 6, rue Heine, L-1720 Luxembourg, le 28 février 2014

1. Suivant acte de cession de toutes les parts sociales en date du 28 février 2014, Mme Monique Denise SCHMIT a cédé 7.233 parts sociales, M. Alexandre Albert Nicolas SCHMIT a cédé 7.233 parts sociales et M. Anicet Joseph SCHMIT a cédé 7.234 parts sociales représentative du capital de la société à responsabilité limitée SCHMIT & consorts S.à r.l., à la société SOCIETE DOMAINE DE BOIS LE ROI S.A., établie et ayant son siège social à L-6496 Echternach, 48, Montée du Troosknepchen, inscrite au Registre de Commerce et des Sociétés de Luxembourg, section B, sous le numéro 99 424.

2. L'Assemblée accepte la démission de M. Anicet Joseph SCHMIT comme Gérant Administratif.

3. L'Assemblée nomme comme Gérant Administratif, pour une durée illimitée, en remplacement du gérant démissionnaire, M. Laurent BARNICH, directeur de sociétés, né le 02.10.1979 à Luxembourg, demeurant professionnellement au 6, rue Heine, L-1720 Luxembourg.

4. Le siège de la Société est transféré au 6, rue Heine, L-1720 Luxembourg.

Pour la Société

Un mandataire

Référence de publication: 2014033133/25.

(140037090) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

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

(anc. Portunato & Cie S.à r.l.).

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

R.C.S. Luxembourg B 71.148.

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EXTRAIT

Il résulte du procès verbal de l'Assemblée Générale Extraordinaire du 27 février 2014 que:

1. L'Assemblée prend acte de la démission de Monsieur Michele CANEPA de son poste de Gérant avec effet immédiat.

L'assemblée décide de nommer en son remplacement Madame Valérie WESQUY, employée privée, née à Mont Saint Martin (France) le 6 mars 1968 et domicilié professionnellement 19, Boulevard Grande Duchesse Charlotte L-1331 Luxembourg.

Pour extrait conforme

Luxembourg, le 28 février 2014.

Référence de publication: 2014033139/15.

(140037007) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

San Marino III S.à.r.l., Société à responsabilité limitée.

Capital social: CHF 16.000,00.

Siège social: L-1118 Luxembourg, 23, rue Aldringen.

R.C.S. Luxembourg B 183.499.

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Extrait des résolutions de l'associé unique en date du 21 février 2014

L'associé unique de la Société a décidé comme suit:

- d'accepter la démission de Miroslav Stoev de ses fonctions de gérant de la Société avec effet au 17 février 2014.

- de nommer Szymon Bodjanski, né le 20 juillet 1977 in Gniezno, Pologne et résidant professionnellement au 20, rue de la Poste, L-2346 Luxembourg, aux fonctions de gérant de la Société avec effet au 17 février 2014 et ce pour une durée illimitée.

Luxembourg, le 27 février 2014.

Référence de publication: 2014033132/15.

(140036533) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

Shurgard Luxembourg, Société à responsabilité limitée.

Capital social: EUR 12.550,00.

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

R.C.S. Luxembourg B 139.977.

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La Société prend acte du changement d'adresse professionnelle de Mr. Marc OURSIN et Mr. Jean KREUSCH, gérants B de la Société.

Dorénavant celle-ci est établie au 29 Breedveld, B -1702 Groot-Bijgaarden.

Munsbach, le 28/02/2014.

Référence de publication: 2014033141/12.

(140037150) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

Shurgard Self Storage Luxembourg, Société à responsabilité limitée.

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 128.040.

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La Société prend acte du changement d'adresse professionnelle de Mr. Marc OURSIN et Mr. Jean KREUSCH, gérants B de la Société.

Dorénavant celle-ci est établie au 29 Breedveld, B -1702 Groot-Bijgaarden.

Munsbach, le 28/02/2014.

Référence de publication: 2014033142/12.

(140037212) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

Rond-Clair s.à r.l., Société à responsabilité limitée.

Siège social: L-8440 Steinfort, 42, route de Luxembourg.

R.C.S. Luxembourg B 93.722.

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Extrait des résolutions prises lors de l'assemblée générale extraordinaire des actionnaires tenue le 1 er octobre 2013:

L'Assemblée Générale décide de transférer le siège social de la société au 42, route de Luxembourg, L-8440 STEINFORT avec effet immédiat.

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

Référence de publication: 2014033130/11.

(140037266) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

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

Siège social: L-1417 Luxembourg, 4, rue Dicks.

R.C.S. Luxembourg B 118.019.

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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.

Un mandataire

Référence de publication: 2014033131/10.

(140037040) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

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

Siège social: L-6911 Roodt-sur-Syre, 19, rue de la Montagne.

R.C.S. Luxembourg B 47.842.

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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 février 2014.

Maître Léonie GRETHEN

Notaire

Référence de publication: 2014033127/12.

(140037159) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

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

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

R.C.S. Luxembourg B 181.512.

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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 février 2014.

Maître Léonie GRETHEN

Notaire

Référence de publication: 2014033120/12.

(140036673) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

Spillkëscht S.A., Société Anonyme.

Siège social: L-4994 Schouweiler, 131, route de Longwy.

R.C.S. Luxembourg B 158.890.

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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: 2014033176/9.

(140037124) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

Sàrl Simca, Société à responsabilité limitée.

Siège social: L-5310 Contern, 2, place de la Mairie.

R.C.S. Luxembourg B 99.844.

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Extrait du Procès-Verbal de l'Assemblée Générale Extraordinaire tenue en date du 24 février 2014 au siège de la société.

Suite à l'assemblée générale extraordinaire tenue en date du 24 février 2014 au siège de la société, les décisions suivantes ont été prises à l'unanimité:

- Madame FEITLER Nicole démissionne de sa fonction de gérante technique pour la branche «restauration».

Contern, le 24 février 2014.

Le Conseil d'Administration

Référence de publication: 2014033154/13.

(140036682) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

SEB Asian Property Fund S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 129.425.

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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.

À Luxembourg, le 27 février 2014.

Référence de publication: 2014033160/10.

(140036538) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

SEB Asian Property Fund S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 129.425.

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Par une décision en date du 5 mai 2013, l'actionnaire unique de la société à responsabilité limitée, SEB Asian Property Fund S.à r.l., a nommé PricewaterhouseCoopers S.à r.l., immatriculé au R.C.S. sous le numéro B 65 477 et domicilié au 400, Route d'Esch, L-1014 Luxembourg, en tant que de Réviseur d'entreprise et pour une durée d'un an.

Luxembourg, le 27 février 2014.

Référence de publication: 2014033161/11.

(140036539) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

Shipping and Industry S.A., S.P.F., Société Anonyme - Société de Gestion de Patrimoine Familial.

Siège social: L-1114 Luxembourg, 10, rue Nicolas Adames.

R.C.S. Luxembourg B 36.086.

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Le bilan au 31.12.2012 et les documents y relatifs 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: 2014033163/10.

(140037165) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

Revisora S.A., Société Anonyme.

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

R.C.S. Luxembourg B 145.505.

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Les comptes annuels au 31 décembre 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.

Revisora S.A.

Référence de publication: 2014033115/10.

(140036662) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

MPT RHM Hillersbach S.à r.l., Société à responsabilité limitée,
(anc. MPT RHM Hillersbach).

Siège social: L-1931 Luxembourg, 13-15, avenue de la Liberté.

R.C.S. Luxembourg B 180.250.

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In the year two thousand fourteen, on the twenty-first day of January.

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

THERE APPEARED:

MPT RHM Holdco, a société à responsabilité limitée, incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 13-15, avenue de la Liberté, L-1931 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies' Register under number B180198,

here represented by Mr Michael Jonas, LL.M., avocat à la cour, professionally residing in Luxembourg, Grand-Duchy of Luxembourg,

by virtue of a proxy under private seal, given on 20 January 2014.

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

Such appearing party is the sole member of MPT RHM Hillersbach, a société à responsabilité limitée, incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 13-15, avenue de la Liberté, L-1931 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies' Register under number B180250, incorporated on 6 September 2013 pursuant to a deed of the undersigned notary, published in the Mémorial C, Recueil des Sociétés et Associations number 2745 on 4 November 2013 (hereafter the "Company"). The articles of association of the Company have not yet been amended.

The appearing party, representing the entire share capital, requested the undersigned notary to act that the agenda of the meeting is as follows:

Agenda

1. Change of the name of the Company;
2. Creation of two classes of managers of the Company;
3. Allocation of the current managers of the Company to the two new classes of managers;
4. Subsequent amendment of articles 1, 14.1, 16.1, 17.5 and 19 of the articles of association of the Company;
5. Miscellaneous.

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

First resolution

The sole member resolves to change the denomination of the Company into "MPT RHM Hillersbach S.à r.l.".

Second resolution

The sole member resolves to create two classes of managers of the Company, namely class A managers and class B managers.

Third resolution

The sole member resolves to assign the current managers of the Company between the different classes of managers as follows:

- Ms Leanne Noel McWilliams, class A manager;
- Mr James Kevin Hanna, class A manager;
- Mr Giuseppe Di Modica, class B manager; and
- Mr Abdelhakim Chagaâr, class B manager.

Fourth resolution

The sole member resolves to amend the following articles of the Company's articles of association as follows:

- Article 1;
- Article 14.1;
- Article 16.1;
- Article 17.5; and
- Article 19.

Article 1 of the Company's articles of association shall forthwith read as follows:

" **Art. 1. Name - Legal Form.** There exists a private limited company (société à responsabilité limitée) under the name "MPT RHM Hillersbach S.à r.l." (hereinafter the "Company"), which shall be governed by the law of 10 August 1915 concerning commercial companies, as amended (the "Law"), as well as by the present articles of association."

Article 14.1 of the Company's articles of association shall forthwith read as follows:

" **14.1.** The manager(s) shall be appointed by the general meeting of shareholders which shall determine their remuneration and term of office. The general meeting of shareholders may decide to appoint one or several class A managers and one or several class B managers."

Article 16.1 of the Company's articles of association shall forthwith read as follows:

" **16.1.** The board of managers shall meet upon call by any manager, regardless of his category. The meetings of the board of managers shall be held at the registered office of the Company unless otherwise indicated in the notice of meeting."

Article 17.5 of the Company's articles of association shall forthwith read as follows:

" **17.5.** The board of managers may deliberate or act validly only if at least a majority of the managers are present or represented at a meeting of the board of managers. If class A managers and class B managers have been appointed, a quorum of managers shall be the presence or the representation of a majority of the managers holding office comprising at least one (1) class A manager and one (1) class B manager."

Article 19 of the Company's articles of association shall forthwith read as follows:

" **Art. 19. Dealing with third parties.** The Company shall be bound towards third parties in all circumstances (i) by the signature of the sole manager, or, if the Company has several managers, of any two (2) managers or (ii) by the joint signatures or the sole signature of any person(s) to whom such signatory power may have been delegated by the board of managers within the limits of such delegation. However, if the general meeting of shareholders has appointed one or several class A managers and one or several class B managers, the Company shall be bound towards third parties in all circumstances (i) by the joint signature of one (1) class A manager and one (1) class B manager, or (ii) by the joint signatures or the sole signature of any person(s) to whom such signatory power may have been delegated by the board of managers within the limits of such delegation."

Estimate of costs

The costs, expenses, fees and charges, in whatsoever form, which are to be borne by the Company or which shall be charged to it in connection with the present deed, have been estimated at about one thousand four hundred euro (EUR 1,400).

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

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

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

Suit la traduction française de ce qui précède.

L'an deux mille quatorze, le vingt et un janvier,

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

A COMPARU:

MPT RHM Holdco, une société à responsabilité limitée constituée et existant selon les lois du Luxembourg, ayant son siège social au 13-15, avenue de la Liberté, L-1931 Luxembourg, inscrite au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 180198,

ici représentée par Monsieur Michael Jonas, LL.M., avocat à la cour, résidant professionnellement à Luxembourg, Grand-Duché de Luxembourg,

en vertu d'une procuration sous seing privé donnée le 20 janvier 2014.

Ladite procuration, paraphée ne varietur par le mandataire de la comparante et le notaire soussigné, restera annexée au présent acte pour être soumise avec lui aux formalités d'enregistrement.

La comparante est l'associé unique MPT RHM Hillersbach, une société à responsabilité limitée constituée et existant selon les lois du Luxembourg, ayant son siège social au 13-15, avenue de la Liberté, L-1931 Luxembourg, inscrite au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 180250, constituée suivant acte reçu par le notaire soussigné, en date du 6 septembre 2013, publié au Mémorial C, Recueil des Sociétés et des Associations numéro 2745 le 4 novembre 2013 (ci-après la «Société»). Les statuts de la Société n'ont pas encore modifiés.

La comparante, représentant l'intégralité du capital social, a requis le notaire instrumentant d'acter que l'ordre du jour de l'assemblée est le suivant:

Ordre du jour

1. Changement de dénomination sociale de la Société;
2. Création de deux catégories de gérants de la Société;
3. Répartition des gérants actuels de la Société entre les deux nouvelles catégories de gérants;
4. Modification subséquente des articles 1, 14.1, 16.1, 17.5 et 19 des statuts de la Société;
5. Divers.

La comparante, représentée comme indiqué ci-dessus, a demandé au notaire instrumentant d'acter les résolutions suivantes:

Première résolution

L'associé unique décide de modifier la dénomination sociale de la Société comme suit: «MPT RHM Hillersbach S.à r.l.».

Deuxième résolution

L'associé unique décide de créer deux catégories de gérants, les gérants de catégorie A et les gérants de catégorie B.

Troisième résolution

L'associé unique décide de répartir les gérants actuels de la Société parmi les différentes catégories de gérants comme suit:

- Madame Leanne Noel McWilliams, gérant de catégorie A;
- Monsieur James Kevin Hanna, gérant de catégorie A;
- Monsieur Giuseppe Di Modica gérant de catégorie B; et
- Monsieur Abdelhakim Chagaâr, gérant de catégorie B.

Quatrième résolution

L'associé unique décide de modifier les articles suivants des statuts de la Société, comme suit:

- Article 1;
- Article 14.1;
- Article 16.1;
- Article 17.5; et
- Article 19.

L'article 1 des statuts de la Société a désormais la teneur suivante:

« **Art. 1 er . Nom - Forme.** Il existe une société à responsabilité limitée sous la dénomination «MPT RHM Hillersbach S.à r.l.» (ci-après la «Société») qui sera régie par la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée (la «Loi»), ainsi que par les présents statuts.»

L'article 14.1 des statuts de la Société a désormais la teneur suivante:

« **14.1.** Le(s) gérant(s) est (sont) nommé(s) par l'assemblée générale des associés qui détermine sa (leur) rémunération et la durée de son (leur) mandat. Une assemblée générale des associés peut décider de nommer un ou plusieurs gérants de catégorie A et un ou plusieurs gérants de catégorie B.»

L'article 16.1 des statuts de la Société a désormais la teneur suivante:

« **16.1.** Le conseil de gérance se réunit sur convocation de tout gérant, indépendamment de sa catégorie. Les réunions du conseil de gérance sont tenues au siège social de la Société sauf indication contraire dans la convocation à la réunion.»

L'article 17.5 des statuts de la Société a désormais la teneur suivante:

« **17.5.** Le conseil de gérance ne peut délibérer ou agir valablement que si au moins la majorité de ses membres est présente ou représentée à une réunion du conseil de gérance. Si des gérants de catégorie A et des gérants de catégorie B ont été nommés, le quorum pour la tenue d'un conseil de gérance sera atteint si au moins la majorité des gérants en fonction, parmi lesquels figurent au moins un (1) gérant de catégorie A et un (1) gérant de catégorie B, sont présents ou représentés.»

L'article 19 des statuts de la Société a désormais la teneur suivante:

« **Art. 19. Rapports avec les tiers.** La Société sera valablement engagée vis-à-vis des tiers en toutes circonstances (i) par la signature du gérant unique, ou, si la Société a plusieurs gérants, par la signature conjointe de deux (2) gérants, ou (ii) par la signature conjointe ou la seule signature de toute(s) personne(s) à laquelle/auxquelles pareil pouvoir de signature aura été délégué par le conseil de gérance, dans les limites de cette délégation. Si en revanche l'assemblée générale des associés décide de désigner un ou plusieurs gérants de catégorie A et un ou plusieurs gérants de catégorie B, la Société

sera engagée envers les tiers en toutes circonstances (i) par la signature conjointe d'un (1) gérant de catégorie A et d'un (1) gérant de catégorie B, ou (ii) par la signature conjointe ou la seule signature de toute(s) personne(s) à laquelle/ auxquelles pareil pouvoir de signature aura été délégué par le conseil de gérance, dans les limites de cette délégation.»

Estimation des frais

Les frais, dépenses, rémunérations ou charges sous quelque forme que ce soit, incombant à la Société ou mis à sa charge à raison des présentes, sont estimés à environ mille quatre cents euros (EUR 1.400).

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

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

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

Signé: M. Jonas, M. Loesch.

Enregistré à Remich, le 27 janvier 2014. REM/2014/255. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): P. MOLLING.

Pour expédition conforme.

Mondorf-les-Bains, le 21 février 2014.

Référence de publication: 2014027364/175.

(140033053) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 février 2014.

MK Fund SICAV SIF S.A., Société Anonyme sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

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

R.C.S. Luxembourg B 184.611.

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STATUTES

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

Before Maître Paul DECKER, notary residing in Luxembourg.

There appeared:

Mrs Virginie PIERRU, notary clerk, residing professionally in Luxembourg, acting as proxy-holder of:

1. Mr. Hippolyte BOUIGUE, company director, born on 14 th December 1979 in Dreux (France), residing professionally at 48, rue La Bruyère, 75009 Paris (France), by virtue of proxy given under private seal on 12 December 2013;

2. M. Gilles BOUIGUE, company director, born on 12 July 1950 in Paris (France) residing professionally at 48, rue La Bruyère, 75009 Paris (France), by virtue of proxy given under private seal on 12 December 2013;

3. Mrs. Alexandra BOUIGUE, company director, born on 27 August 1974 in Paris (France), residing professionally at 48, rue La Bruyère, 75009 Paris (France), by virtue of proxy given under private seal on 12 December 2013; and

4. "BY KADRANCE INVESTMENT ADVISOR (Lux) S.à r.l.", a private liability company, in course of registration with the Luxembourg Trade and Companies Register, having its registered address at 4, boulevard Paul Eyschen L-1480 Luxembourg, by virtue of proxy given under private seal on 12 December 2013.

Said proxies, after having been initialled "ne varietur" by the proxyholder of the appearing parties and by the undersigned notary, shall remain attached to the present deed, and be submitted with this deed to the registration authorities.

Such appearing parties, acting in their herein above stated capacity, have requested the notary to draw up the following Articles of Incorporation of a public limited liability company so called "société anonyme" as "Société d'Investissement à Capital Variable Fonds d'Investissement Spécialisé" which they declared to organize.

Art. 1. Name. There exists among the existing Shareholders and those who may become owners of Shares in the future, a Luxembourg company (the "Company") under the form of a public limited company ("société anonyme") subject to the 10 th August 1915 as amended relating to commercial companies (the "Law of 1915") and the law of 13 th February 2007 relating to Specialised Investment Funds (the "Law of 2007").

The Company will exist under the corporate name of MK FUND SICAV SIF S. A..

Art. 2. Registered Office. The registered office of the Company is established in Luxembourg, Grand Duchy of Luxembourg.

In the event that the Board of Directors determines that extraordinary economical, social, political or military events have occurred or are imminent which would interfere with the normal activities of the Company at its registered office or with the ease of communication between such office and persons abroad, the registered office may be temporarily

transferred abroad until the complete cessation of these abnormal circumstances; such temporary measures shall have no effect on the nationality of the Company which, notwithstanding such temporary transfer, shall remain a Luxembourg company.

Art. 3. Duration. The Company is created for an unlimited duration.

Art. 4. Purpose. The exclusive purpose of the Company is to invest the funds available to it in transferable securities of all types and all other permitted assets according to the Law of 2007 by means of spreading investment risks and affording its Shareholders the results of the management of its assets.

Art. 5. Investment Objectives and Policies. The purpose of the Company is to provide investors with an opportunity for investment in a professionally managed investment fund in order to achieve an optimum return from the capital invested.

The Company is restricted solely to Well-Informed Investors. This condition is not applicable to the Directors and other persons who are involved in the management of the Company.

The Company will seek to achieve its objectives, in accordance with the investment policies and guidelines established by the Board of Directors of the Company. For this purpose the Company offers a choice of Sub-Funds as described in the Offering Document, which allow investors to make their own strategic allocation.

The specific goals and criteria to manage the assets of the various Sub-Funds could be considered as pursuing several strategies as stated, from time to time, in each relevant Appendix of the Offering Document dedicated to each one of these specifics goals and criteria.

There can however be no assurance that the investment objectives will be successful or that the investment objectives for any Sub-Fund will be attained.

The specific investment policies and risk spreading rules applicable to any particular Sub-Fund shall be determined by the Board of Directors and disclosed in the Offering Document.

Art. 6. Share Capital, Sub-Funds, Classes-Categories of Shares. The capital of the Company shall be represented by fully or partly paid up Shares of no par value and shall at the time of establishment amount to six hundred forty thousand euros (640,000.- EUR) represented by partly paid up Shares.

The capital of the Company shall at any time be equal to the total net asset value of the Company.

The minimum capital of the Company shall be at least the equivalent of one million two hundred and fifty thousand EUR (1,250,000.- EUR) within a period of twelve (12) months following the approval of the company by the Luxembourg Financial Authority.

For each Sub-Fund, a separate portfolio of investments and assets will be maintained. The different portfolios will be separately invested in accordance with their specific features as described in the Offering Document of the Company.

The Company is one single entity; however, the rights of investors and creditors regarding a Sub-Fund or raised by the constitution, operation or liquidation of a Sub-Fund are limited to the assets of this Sub-Fund, and the assets of a Sub-Fund will 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 constitution, operation or liquidation of this Sub-Fund. In the relations between the Company's Shareholders, each Sub-Fund is treated as a separate entity. The assets, commitments, charges and expenses that cannot be allocated to one specific Sub-Fund will be charged to the different Sub-Funds pro rata to their respective net assets, if appropriate due to the amounts considered. However, instruments used to hedge the exposure of the investments and attributable solely to any particular Class or Category of Shares may be allocated solely to corresponding Class or Category of Shares.

The Board of Directors of the Company may, at any time, create additional Sub-Funds. In that event the Offering Document will be updated accordingly.

Furthermore, in respect of each Sub-Fund, the Board of Directors of the Company may decide to issue one or more classes of Shares (the "Classes"), and within each Class, one or several Category(ies) of Shares subject to specific features such as a specific sales and redemption charge structure, a specific management fee structure, different distribution, Shareholders servicing or other fees, different types of targeted investors, different currencies and/or such other features as may be determined by the Board of Directors of the Company from time to time.

The currency in which the Classes or Categories of Shares are denominated may differ from the Reference Currency of the relevant Sub-Fund. The Sub-Fund may, at the expense of the relevant Class or Category of Shares, use instruments such as forward currency contracts to hedge the exposure of the investments denominated in other currencies than the currency in which the relevant Class or Category of Shares is denominated.

Art. 7. Shares. The Company and its Sub-Funds, Class or Category of Shares are restricted solely to Well-Informed investors such as institutional investors, professional investors and any other investor, who meets the following conditions:

a) he has confirmed in writing that he adheres to the status of Well-Informed Investor, and

(b) (i) he invests a minimum of 125,000 EUR in the specialised investment fund,

or

(ii) he has been the subject of an assessment made by a credit institution within the meaning of 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 2001/107/EC certifying his expertise, his experience and his knowledge in adequately appraising an investment in the specialised investment fund.

The conditions set forth above are not applicable to the Directors and other persons who are involved in the management of the Company.

7.1 Form, Ownership and Transfer of Shares

The Company shall issue ordinary Shares (being referred as "Shares") in registered form only. Fractions of registered Shares will be issued, whether resulting from subscription or conversion of Shares.

Fractions of registered Shares will be issued to one thousandth of a Share. Fractions of Shares are not entitled to a vote, but are entitled to participate in the dividends and liquidation proceeds.

All issued registered Shares of the Company shall be registered in the register of shareholders which shall be kept by the Company or by one or more persons designated thereto by the Company, and such register shall contain the name of each owner of registered Shares, his residence or elected domicile as indicated to the Company, the number of registered Shares held by him and the amount paid up on each fractional Share.

The inscription of the Shareholder's name in the register of Shares evidences his or her right of ownership of such registered Shares. A confirmation of shareholding will be delivered upon request.

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

For the purposes of these Shares, "Carried Interest" shall mean the special distribution payable as more particularly described in the Appendices of the Offering Document.

Shareholders wishing to transfer some or all of the Shares registered in their names should submit to the Registrar and Transfer Agent a Share transfer form or other appropriate documentation signed by the transferor and the transferee. No stamp duty is payable in Luxembourg on transfer. The Board of Directors may decline to register any transfer of Shares where the transfer would result in the legal or beneficial ownership of such Shares by an Ineligible Investor.

The Board of Directors will not issue or give effect to any transfer of Shares of the Company to any investor who may not be considered as Well Informed Investor.

The Board of Directors may, at its discretion, delay the acceptance of any subscription until such date as it has received sufficient evidence on the qualification of the investor as Well Informed Investor. If it appears at any time that a Shareholder of a Class or Category is not a Well Informed Investor, the Board of Directors will redeem the relevant Shares.

The Board of Directors will refuse the issue of Shares or the transfer of Shares, if there is not sufficient evidence that the person or company to which the Shares are sold or transferred is a Well Informed Investor. In considering the qualification of a subscriber or a transferee as a Well Informed Investor, the Board of Directors will have due regard to the guidelines or recommendations (if any) of the competent supervisory authorities.

Well Informed Investors subscribing in their own name, but on behalf of a third party, must certify to the Board of Directors that such subscription is made on behalf of a Well Informed Investor as aforesaid and the Board of Directors may require evidence that the beneficial owner of the Shares is a Well Informed Investor.

7.2 Restrictions of the ownership of Shares

The Board of Directors may restrict or place obstacles, at its sole discretion, in the way of the ownership of ordinary Shares in the Company by any person. The Board of Directors may restrict or place obstacles in the way of the ownership of Shares in the Company by any person if the Company considers that this ownership involves a violation of the Laws of the Grand-Duchy or abroad, more specifically a violation of the Law of 2007, or may involve the Company in being subject to taxation in a country other than the Grand-Duchy or may in some other manner be detrimental to the Company.

To that end, the Board of Directors may:

- Decline to issue any Shares and decline to register any transfer of Shares when it appears that such issue or transfer might or may have as a result the allocation of ownership of the Shares to a person who is not authorised to hold Shares in the Company;

- Proceed with the compulsory redemption of all the relevant Shares if it appears that a person who is not authorised to hold such Shares in the Company, either alone or together with other persons, is the owner of Shares in the Company, or proceed with the compulsory redemption of any or a part of the Shares, if it appears to the Company that one or several persons is or are owner or owners of a proportion of the Shares in the Company in such a manner that this may be detrimental to the Company. The compulsory redemption's procedure is more fully described in the Offering Document.

- Refuse, during any General Meeting of Shareholders, the right to vote of any person who is not authorised to hold Shares in the Company.

Art. 8. Issue and redemption of Shares.

8.1 Issue of Shares

The Board of Directors may issue Shares of any Class or Category within each separate Sub-Fund.

The Board of Directors may impose restrictions on the frequency at which Shares shall be issued in any Sub-Fund.

Shares shall be issued on the relevant business day (a "Business Day") having been designated by the Board of Directors to be a valuation day for the relevant Sub-Fund (the "Valuation Day") as described in the Offering Document.

Applications instructions for the subscription of Shares may be made on any Business Day. Investors whose instructions for subscription are received by the Registrar and Transfer Agent before the appropriate dealing cut-off time, as more fully described for each Sub-Fund in the Offering Document, will be allotted Shares at a price corresponding to the Net Asset Value per Share as of the relevant Valuation Day, not later than five (5) Business Days counting from and including the date on which the Net Asset Value of the subscribed Shares is available (the "Publication Day"). In particular, no forward or future dated instructions will be recognised and such instructions received by the Registrar and Transfer Agent prior to the appropriate dealing cut-off time on any Valuation Day will be processed at the applicable Valuation Day without reference to the applicant. If instructions are received by the Registrar and Transfer Agent after the appropriate dealing cut-off time applicable to the Valuation Day, the subscriptions will be deferred until the following Valuation Day. Unless otherwise specified in the Appendices of the Offering Document, subscription fees may be charged on the subscription of Shares in favour of the Investment Manager and/or the intermediaries involved in the offering of Shares.

Furthermore, potential Shareholders may be asked to commit to subscribe to Class or Category of Shares on one or more dates or periods as determined by the Board of Directors (each a "Closing") and which shall be indicated and more fully described for each Sub-Fund in the Offering Document or any subscription agreement entered into between the Board of Directors and each Shareholder (the "Subscription Agreement") setting out the aggregate amount that each Shareholder undertakes to invest in the Company (the "Shareholder Commitment").

Payments for subscriptions for Shares shall be made in whole on a Closing or on any other date; upon receipt of a written notice issued by the Board of Directors (the "Draw Down Notice") as determined by the Board of Directors and as indicated and more fully described for each Sub-Fund in the Offering Document or the Subscription Agreement.

In case of failure to make payments of subscriptions commitments for Shares, to be made in whole on any Draw Down Notice, the Shareholder will become automatically subject to "Default Provisions" procedure as more fully described in the Offering Document.

The Board of Directors may determine any other subscription conditions such as minimum commitments on Closings, subsequent commitments, default interests or restrictions on ownership.

Instructions for the subscription of Shares may be made by fax, telex or by post. Applications for subscription should contain the information described in the Offering Document (if applicable) and confirmation in writing that the applicant adheres to the status of Well-Informed Investor (except for institutional or professional investors). All necessary documents to fulfil the subscription should be enclosed with such application. No liability shall be accepted by the Custodian, Registrar and Transfer Agent or the Company for any delays or losses arising from incomplete documentation.

Any new subscriber may have to apply for a minimum holding amount as more fully described for each Sub-Fund in the Offering Document. Such minimum may be reached by combining investments in various Sub-Funds. However, the Company may authorize a new subscriber to apply for Shares amounting to a sum that is less than the minimum initial investment or the equivalent in the reference currency of the relevant Sub-Fund from time to time.

Confirmation statements will be mailed or e-mailed to subscribers or their banks by the Company in accordance with the provision of the Offering Document at the risk of the Shareholder.

Payments for subscriptions for Shares shall be made in whole, on or before the applicable Valuation Day; and for Shareholders Commitment upon receipt of a written notice issued by the Board of Directors (the "Draw Down Notice"), giving not less than 10 Bank Business Days' notice to the relevant investors, or as determined by the Board of Directors and as indicated and more fully described in each Sub-Fund relevant Appendix or the Subscription Agreement. In case of failure to make payments of subscriptions commitments for Shares, to be made in whole on any Draw Down Notice, the Shareholder will become automatically subject to "Default Provisions" procedure as more fully described in the Offering Document.

Shares will only be allotted upon receipt of notification from the Custodian that an authenticated electronic funds transfer advice or SWIFT message has been received provided that the transfer of money has been made in strict accordance with the instructions given in the electronic funds transfer form. In the event that the application has been made in a currency other than the Reference Currency of the Class or Category within the relevant Sub-Fund(s), the Registrar and Transfer Agent will perform the necessary foreign exchange transactions. Investors should be aware that the costs to perform such foreign exchange transactions, amount of currency involved and the time of day at which such foreign exchange is transacted, will be supported entirely by said investor and will affect the rate of exchange. No liability shall be accepted by the Custodian, Registrar and Transfer Agent or the Company for any costs or losses arising from adverse currency fluctuations.

Payment shall be made in the Reference Currency of the Sub-Fund or, if applicable, in the denomination currency of the relevant Class or Category as disclosed in each Sub-Fund relevant Appendix of the Offering Document in the form of electronic bank transfer net of all bank charges (except where local banking practices do not allow electronic bank transfers) to the order of the Custodian on the date the Net Asset Value of the allotted Shares is available.

The Company may agree to issue Shares as consideration for a contribution in kind of appraisable assets to any Shareholder who agrees, in compliance with the conditions set forth by Luxembourg law, in particular where the law mentions the obligation to deliver a report on the contribution in kind from the auditor of the Company ("Réviseur d'Entreprises agréé") which shall be available for inspection, and provided that such securities comply with the investment objectives and policies of the relevant Sub-Fund. Such report may not have to be issued where the assets contributed in kind are listed on a Regulated Market under the conditions and rules set out in Article 26-1 of the law of 10 August 1915 on commercial companies. Any costs incurred in connection with a contribution in kind of appraisable assets shall be borne by the relevant Shareholder.

The Company may, at any time at its discretion, temporarily discontinue, cease definitely or limit the issue of Shares for a definite Sub-Fund. Furthermore there are circumstances under which conversions and redemptions may be deferred. In that respect details of these are given in the Article 13, point 13.2 "Calculation" below.

The Board of Directors may, at any time at its discretion, temporarily discontinue, cease definitely or limit the issue of Shares or to persons or corporate bodies residing or established in certain countries or territories. The Board of Directors may decide, at its sole discretion, to prohibit any persons or corporate bodies from acquiring ordinary Shares. The Company may also prohibit certain persons or corporate bodies from acquiring Shares if such a measure is necessary for the protection of the Company or any Sub-Fund, the Shareholder of the Company or any Sub-Fund.

Furthermore, the Company may (i) reject in whole or in part at its discretion any application for Shares or (ii) repurchase at any time the Shares held by Shareholders who are excluded from purchasing or holding Shares, in which case subscription monies paid, or the balance thereof, as appropriate, will normally be returned to the applicant in accordance with the provision of the Offering Document, provided such subscription monies have been cleared.

8.2 Minimum Investment and Holding

Minimum amounts of initial and subsequent investments as well as of holding may be set by the Board of Directors and disclosed in the Offering Document of the Company.

8.3 Redemption of Shares

Shareholders may only request redemption of their Shares in accordance with the conditions set-forth for each Sub-Fund in the Offering Document. Where redemptions are prohibited until a definite date (hereafter a "Close-ended Period"), the Board of Directors may, without obligation and at its sole discretion, determine during such Close-ended Period, any particular redemption conditions from time to time. Any such repurchase may be considered as a distribution for the purpose of determining the rights of the Shareholders to participate in such repurchase in case any preferred returned and carried interest rules shall be applicable thereto. In such a case, these particular redemption conditions shall apply to all Shareholders within the same Class or Category of Shares concerned.

The repurchase price may, depending on the Net Asset Value per Share applicable on the date of repurchase, be higher or lower than the price paid at the time of subscription.

Only if redemptions are specifically accepted by the Board of Directors, investors whose instructions for redemption are received by the Registrar and Transfer Agent before an appropriate dealing cut-off time, as determined by the Board of Directors, will have their Shares redeemed, at a price corresponding to the Net Asset Value per Share as of the relevant Valuation Day not later than ten (10) Business Days counting from and including the date on which the Net Asset Value of the redeemed Shares is available (the "Publication Day"). In particular, no forward or future dated instructions will be recognised and such instructions received by the Registrar and Transfer Agent prior to the appropriate dealing cut-off time on any Valuation Day will be processed at the applicable Valuation Day without reference to the applicant. If instructions are received by the Registrar and Transfer Agent after the appropriate dealing cut-off time applicable to the Valuation Day, the redemption instruction will be considered invalid. Unless otherwise specified in each Sub-Fund relevant Appendix below, redemption fees may be charged on the redemption of Shares in favour of the intermediaries involved in the offering of Shares.

Furthermore, an amount equal to any duties and charges attributable to the relevant Class or Categories of Shares which will be incurred upon the disposal of the Company's investments as at the date of redemption in order to fund such a redemption may be deducted. Any such redemption may be considered as a distribution in the context of the determination of the rights of the holders pursuant to the distribution policy as more particularly described in the Offering Document.

Instructions for the redemption of Shares may be made by fax or by post. Applications for redemption should contain the following information (if applicable): the identity and address and register number of the Shareholder requesting the redemption, the relevant Sub-Fund, the relevant Class or Category, the number of Shares or currency amount to be redeemed, the name in which such Shares are registered and full payment details, including name of recipient, bank and account number. All necessary documents to fulfil the redemption should be enclosed with such application. Redemption requests must be accompanied by a document evidencing authority to act on behalf of particular Shareholder or power of attorney which is acceptable in form and substance to the Company. All necessary documents to fulfil the redemption should be enclosed with such application to be considered valid on any particular Valuation Day. No liability shall be accepted by the Custodian, Registrar and Transfer Agent or the Company for any delays or losses arising from incomplete documentation. Redemption requests made in accordance with the foregoing procedure shall be irrevocable, except that

a Shareholder may revoke such request in the event that it cannot be honoured for any of the reasons specified in the Offering Document.

If, due to an application for redemption, a Shareholder would hold less than the minimum holding amount, described for each Sub-Fund in the Offering Document, the Board of Directors may decide to compulsory redeem the entire amount of the shares, on behalf of such Shareholder.

The Board of Directors may decide compulsory redemptions at its sole discretion, in the way of the ownership of Shares in the Fund by any person, and in case of failure to make payments of subscriptions commitments for Shares. The modalities of compulsory redemptions are described in the Offering Document.

Payment of the redemption price will be made by the Custodian or its agents as ore fully described in the Offering Document.

Payment for such Shares will be made in the Reference Currency of the relevant Sub-Fund or, if applicable, in the denomination currency of the relevant Class or Category as disclosed in each Sub-Fund relevant Appendix below or in any freely convertible currency specified by the Shareholder. In the last case, any conversion cost shall be borne by the relevant Shareholder.

Except during Close-ended Periods, the Company shall ensure that an appropriate level of liquidity is maintained in each Sub-Fund, Class or Category of Shares so that, under normal circumstances, repurchase of Shares of a Sub-Fund, Class or Category of Shares may be made by the Valuation Day. However, if on any Valuation Day redemption requests relate to more than 10% of the Shares in issue in a specific Class or Category or Sub-Fund, the Company may decide that part or all of such requests for repurchase will be deferred for such period as the Company considers to be in the best interests of the Shareholders. The requests for redemption at such Valuation Day shall be reduced pro rata and the Shares which are not redeemed by reason of such limit shall be treated as if a request for redemption had been made in respect of each subsequent Valuation Day if appropriate level of liquidity could be obtained and until all the Shares to which the original request related have been redeemed. Redemption requests which have been carried forward from an earlier Valuation Day shall be complied with (subject always to the foregoing limit of 10% and if appropriate level of liquidity could be obtained, will be given priority over later requests.

The Company may agree to make, in whole or in part, a payment in-kind of Assets of the Sub-Fund in lieu of paying to Shareholders redemption proceeds in cash. The total or partial in-kind payment of the redemption proceeds may only be made (i) with the consent of the relevant Shareholder which consent may be indicated in the Shareholder's application form or otherwise and (ii) by taking into account the fair and equal treatment of the interests of all Shareholders. In addition, in-kind payments of the redemption proceeds will only be made provided that the Shareholders who receive the in-kind payments are legally entitled to receive and dispose of the redemption proceeds for the redeemed Shares of the relevant Sub-Fund. In the event of an in-kind payment, the costs of any transfers of Assets to the redeeming Shareholder shall be borne by that Shareholder. To the extent that the Company makes in-kind payments in whole or in part, the Company will undertake its reasonable efforts, consistent with both applicable law and the terms of the inkind appraisable assets being distributed, to distribute such in-kind Assets to each redeeming Shareholder pro rata on the basis of the redeeming Shareholder's Shares of the relevant Sub-Fund.

Art. 9. Conversion and Transfer of Shares. Shareholders may only be entitled, in accordance with the conditions set forth in the Appendices of the Offering Document, to convert all or part of their Shares of a particular Class or Category into Shares of other Class(es) or Category(ies) of Shares (as far as available) within the same Sub-Fund or, as the case may be, all or part of their Shares of the same or different Classes or Categories of Shares (as far as available) of another Sub-Fund.

However, in order to avoid Ineligible Investors in one Class, Shareholders should note that they cannot convert Shares of one Class in a Sub-Fund to Shares of another Class in the same or a different Sub-Fund without the prior approval of the Board of Directors.

Where applicable, instructions for the conversion / switching of Shares may be made by fax, telex or by post. Applications for conversion / switches should contain the information described in the Offering Document (if applicable). All necessary documents to fulfil the switch should be enclosed with such application to be considered valid on any particular Valuation Day. No liability shall be accepted by the Custodian, Registrar and Transfer Agent or the Company for any delays or losses arising from incomplete documentation.

Shareholders wishing to transfer some or all of the Shares registered in their names (including transfer of rights and obligations from one Shareholder to the other) should submit to the Registrar and Transfer Agent a Share transfer form or other appropriate documentation signed by the transferor and the transferee. Transfer of Shares may only be carried out if the transferee qualifies as a Well-Informed Investor and accepts to take over liabilities of the transferor towards the Company (including Shareholder Commitment).

However, the Board of Directors may decline, at its entire discretion, to register any transfer of Shares.

A conversion of Shares of a particular Class or Category of one Sub-Fund for Shares of another Class or Category in the same Sub-Fund and/or for Shares of the same or different Class or Category in another Sub-Fund will be treated as a redemption of Shares and a simultaneous purchase of Shares of the acquired Class or Category and/or Sub-Fund. A

converting Shareholder may, therefore, realise a taxable gain or loss in connection with the conversion under the laws of the country of the Shareholder's citizenship, residence or domicile.

All terms and conditions regarding the redemption of Shares shall equally apply to the conversion of Shares.

Investors whose applications for conversion are received by the Registrar and Transfer Agent before the appropriate dealing cut-off time, as set forth by the Board of Directors, will have their Shares converted on the basis of the respective Net Asset Value of the relevant Shares as of the applicable Valuation Day, taking into account the actual rate of exchange on the day concerned. The Net Asset Value of the relevant Shares on a particular Valuation Day will be available on the Publication Day.

If the Valuation Day of the Class or Category of Shares or Sub-Fund taken into account for the conversion does not coincide with the Valuation Day of the Class or Category of Shares or Sub-Fund into which they shall be converted, the Shareholders' attention is drawn to the fact that the amount converted will not generate interest during the time separating the two Valuation Days.

Unless otherwise specified in the Appendices of the Offering Document, a conversion fee may be charged on the conversion of Shares.

The allocation rate at which all or part of the Shares in a given Sub-Fund (the "Original Sub-Fund") are converted into Shares in another Sub-Fund (the "New Sub-Fund"), or all or part of the Shares of a particular Class or Category of Shares (the "Original Class") are converted into another Class or Category of Shares within the same or another Sub-Fund (the "New Class") is determined in the Offering Document.

After conversion of the Shares, the Registrar and Transfer Agent will inform the Shareholder of the number of Shares of the New Sub-Fund or New Class obtained by conversion and the price thereof.

If, due to an application for conversion, a Shareholder would hold less than the minimum holding amount, described for each Sub-Fund relevant Appendix, the Board of Directors may decide to compulsory convert the entire amount of the Shares, on behalf of such Shareholder. Application for conversion may be refused if such conversion would result in the investor having an aggregate residual holding, in either Class or Category of Shares, of less than the minimum holding amount indicated for each Class or Category of Shares in each Sub-Fund relevant Appendix of the Offering Document.

If on any Valuation Day conversion requests relate to more than 10% of the Shares in issue in a specific Class or Category or Sub-Fund, the Company may decide that part or all of such requests for conversion will be deferred for such period as the Company considers to be in the best interests of the Shareholders. The requests for conversion at such Valuation Day shall be reduced pro rata and the Shares which are not converted by reason of such limit shall be treated as if a request for conversion had been made in respect of each subsequent Valuation Day until all the Shares to which the original request related have been converted. Conversion requests which have been carried forward from an earlier Valuation Day shall be complied with (subject always to the foregoing limits) and given priority over later requests.

Art. 10. Charges of the Company.

10.1 General

The Company shall pay out of the assets of the relevant Sub-Fund all expenses payable by the Sub-Fund which shall include but not be limited to:

- fees payable to and reasonable disbursements and out-of-pocket expenses incurred by the Company, its Directors, the Custodian and Paying Agent, Central Administration Agent, the Registrar and Transfer Agent, the Domiciliary Agent, as applicable;

- all taxes which may be due on the assets and the income of the Sub-Fund (in particular, the "taxe d'abonnement" and any stamp duties payable);

- usual banking fees due on transactions involving securities held in the Sub-Fund;

- legal, transaction costs (including transactions costs linked to aborted transactions) or consulting expenses incurred by the Company, the Custodian and Paying Agent, Central Administration Agent, the Registrar and Transfer Agent, the Domiciliary Agent while acting in the interests of the Shareholders;

- the cost of any liability insurance or fidelity bonds covering any costs, expenses or losses arising out of any liability of, or claim for damage or other relief asserted against the Company, its Directors and any person or company with whom they are affiliated or by whom they are employed and/or other agents of the Company for violation of any law or failure to comply with their respective obligations under these Articles of Incorporation or otherwise with respect to the Company;

- the costs and expenses of the preparation and printing of written confirmations of Shares; the costs and expenses of preparing and/or filing and printing of the Board of Directors and all other documents concerning the Company, including valuation, registration statements and Offering Document and explanatory memoranda with all authorities (including local securities dealers' associations) having jurisdiction over the Company or the offering of Shares of the Company; the costs and expenses of preparing, in such languages as are necessary for the benefit of the Shareholders, including the beneficial holders of the Shares, and distributing annual reports and such other reports or documents as may be required under the applicable laws or regulations of the above-cited authorities; the cost of appraising, valuating, accounting, bookkeeping and calculating the Net Asset Value from the Central Administrator; the cost of preparing and distributing public notices to the Shareholders; lawyers' and auditor's fees; and all similar administrative charges, including

all advertising expenses, promoting of the Company and/or its Sub-Funds and other expenses directly incurred in offering or distributing the Shares.

All recurring charges will be charged first against income, then against capital gains and then against assets. Other charges may be amortised over a period not exceeding 5 years.

10.2 Formation and launching expenses of the Company

The costs and expenses of the formation of the Company and the initial issue of its Shares will be borne by the Company and amortised over a period not exceeding 5 years from the formation of the Company and in such amounts between Sub-Funds in each year as determined by the Company on an equitable basis.

10.3 Formation and launching expenses of additional Sub-Funds

The costs and expenses incurred in connection with the creation of a new Sub-Fund shall be written off over a period not exceeding 5 years against the assets of such Sub-Fund only and in such amounts each year as determined by the Company on an equitable basis. The newly created Sub-Fund may bear a pro-rata of the costs and expenses incurred in connection with the formation of the Company and the initial issue of Shares, which have not already been written off at the time of the creation of the new Sub-Fund.

10.4 Fees of the Investment Manager(s) and/or the Investment Advisor(s)

Investment Manager(s) and/or the Investment Advisor(s) is (are) entitled to receive, in respect of each Class, from the Company in any year the annual management/advisory fee(s), as specified in the Appendices of the Offering Document, which will cover its annual servicing and management/advisory fees for such classes of Shares. Such annual management/ advisory fee(s) shall be payable in arrears in accordance with the provision of the related agreement, unless otherwise stipulated in the relevant sub-fund's Appendix,, calculated and accrued at each Valuation Day at the appropriate rate for the Class concerned.

Investment Manager(s) and/or the Investment Advisor(s) may be entitled to a performance fee or carried interest fee in relation to certain Sub-Funds, as indicated in each Sub-Fund relevant Appendix to the Offering Document.

Charges applicable to specific Sub-Funds, Classes or Categories of Shares including, but not limited to investment management fees, investment advisory fees, initial charges will be detailed in the Appendices of the Offering Document.

Art. 11. Accounting year. The accounting year of the Company will end on the last day of December each year.

The first accounting year will end on 31 st December 2014.

The combined financial accounts of the Company will be expressed in EUR. Financial accounts of each Sub-Fund will be expressed in the designated currency of the relevant Sub-Fund.

Art. 12. Publications. The most recent annual report of the Company may be obtained free of charge from the Company. Any other financial information to be published concerning the Company, including the Net Asset Value, the issue, conversion and repurchase price of the Shares for each Sub-Fund and any suspension of such valuation, will be made available to the public at the offices of the Company and its Central Administration Agent.

To the extent required by Luxembourg law or decided by the Board of Directors, all notices to Shareholders will be sent to Shareholders at their address indicated in the register of Shareholders. The Board of Directors may also decide to send such notices to the Shareholders via e-mail, and/or published them on the website of the Company, and/or in one or more newspapers and/or in the Mémorial.

Art. 13. Determination of the net asset value per Share.

13.1 Frequency of Calculation

The Net Asset Value per Share for each Sub-Fund, Class or Category is determined as described in the Offering Document, in accordance with the provisions of the Offering Document and of "Valuation of Assets" hereinafter, and at least once a year. Such calculation will be completed by the Central Administration Agent in its capacity as administrator.

13.2 Calculation

The Net Asset Value per Share of each Sub-Fund, Class or Category of Shares is determined as described in each Sub-Fund relevant Appendix to the Offering Document and at least once a year. On any Business Day, the Board of Directors may decide to determine a Net Asset Value to be used for information purpose only. The Net Asset Value will be expressed in the Reference Currency of the Sub-Fund, Class or Category of Shares. The Reference Currency of the Company is EURO.

The calculation of the Net Asset Value of Sub-Funds investing mainly in other funds / non quoted assets or assets to be valued at fair value by the Central Administration Agent normally before the next Valuation Day unless more than 40% of the underlying portfolios prices / assets valuation are not available to the Central Administration Agent. If so, the latter may suspend, without further notice to the Shareholders, the publication of the Net Asset Value until disposal of at least 60% of the underlying portfolios prices / assets valuation which represent at least 60% of the total Net Asset Value. Such delays between the applicable Valuation Day and the time necessary to perform the calculation and therefore publish the Net Asset Value are referred as to "Publication Day" within the Offering Document.

The Net Asset Value per Share of each Class or Category of Shares is determined by dividing the value of the total assets of that Sub-Fund properly allocable to such Class or Category less the liabilities of such Sub-Fund and any amount

distributed to Shareholders properly allocable to such Class or Category by the total number of Shares of such Class or Category outstanding on the relevant Valuation Day.

The Net Asset Value per Share may be rounded up or down to the nearest cent of the relevant currency as the Board of Directors shall determine.

13.3 Temporary Suspension of the Calculation

In each Sub-Fund, the Board of Directors may temporarily suspend the determination of the Net Asset Value of a particular Sub-Fund, Class or Category of Shares and in consequence the issue, repurchase and conversion of Shares, without limitation to the generality of the above, in the following events:

- when one or more Regulated Markets, stock exchanges or other regulated markets, which provide the basis for valuing a substantial portion of the assets of the Company attributable to such Sub-Fund, or when one or more Regulated Markets, stock exchanges or other regulated markets in the currency in which a substantial portion of the assets of the Company attributable to such Sub-Fund is denominated, are closed otherwise than for ordinary holidays or if dealings and quotation therein shows important discrepancies between one or more Regulated Markets, stock exchanges or other regulated markets or otherwise are restricted or suspended; or when, as a result of political, social, economic, military or monetary events or any circumstances outside the responsibility and the control of the Company, disposal of the assets of the Company attributable to such Sub-Fund is not reasonably or normally practicable without being seriously detrimental to the interests of the Shareholders; or

- during the existence of any state of affairs which constitutes an emergency as a result of which disposals or valuation of assets owned by the Company attributable to such Sub-Fund would be impractical; or

- in the case of a breakdown in the normal means of communication used for the valuation of any investment of the Company attributable to such Sub-Fund, or if, for any exceptional circumstances, the value of any asset of the Company attributable to such Sub-Fund may not be determined as rapidly and accurately as required; or

- if, as a result of exchange restrictions or other restrictions affecting the transfer of funds, transactions on behalf of the Company are rendered impracticable or if purchases and sales of the Company's assets attributable to such Sub-Fund cannot be effected at normal rates of exchange; or

- when there is a suspension of redemption or withdrawal rights by investment funds in which the Company or the relevant Sub-Fund is invested.

Any such suspension will be notified by regular post letters to those Shareholders having made an application for subscription, redemption or conversion of Shares for which the calculation of the Net Asset Value has been suspended.

Such suspension as to any Sub-Fund, Class or Category of Shares shall have no effect on the calculation of the Net Asset Value per Share, the issue, redemption and conversion of Shares of any other Sub-Fund, Class or Category of Shares.

Any request for subscription, redemption or conversion shall be irrevocable except in the event of a suspension of the calculation of the Net Asset Value per Share in the relevant Sub-Fund, Class or Category of Shares.

13.4 Valuation of the Assets The assets of the Company, in relation to each Sub-Fund, shall be deemed to include:

(i) All cash on hand or on deposit, including any interest accrued thereon;

(ii) All bills and demand notes payable and accounts receivable (including proceeds of securities sold but not delivered);

(iii) All bonds, time notes, certificates of deposit, shares, stock, debentures, debenture stocks, subscription rights, warrants, options and other securities, financial instruments and Assets owned by the Company or contracted by the Board of Directors and/or by the Investment Manager on behalf of the Company (provided that the Board of Directors and/or the Investment Manager may make some adjustments in a manner not inconsistent with paragraph (a) below with regards to fluctuations in the market value of securities caused by trading ex-dividends, ex-rights, or by similar practices);

(iv) All stock dividends, cash dividends and cash distributions receivable by the Company to the extent information thereon is reasonably available to the Company;

(v) All interest accrued on any interest bearing assets owned by the Company except to the extent that the same is included or reflected in the principal amount of such asset;

(vi) The preliminary expenses of the Company, including the cost of issuing and distributing Shares of the Company, insofar as the same have not been written off;

(vii) The liquidating value of all forward contracts and all call or put options the Company has an open position in. However, instruments used to hedge the exposure of the investments and attributable solely to any particular Class or Category of Shares may be allocated solely to corresponding Class or Category of Shares;

(viii) Any amount borrowed on behalf of each Sub-Fund and on a permanent basis, for investment purposes;

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

The value of such assets shall be determined as follows:

(a) The value of any cash on hand or on deposit, bills and demand notes and accounts receivable, prepaid expenses, cash dividends and interest declared or accrued 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;

(b) The value of securities listed or dealt in on a Regulated Market, stock exchange or other regulated markets will be valued at the last available price on such markets. If a security is listed or traded on several markets, the closing price at the market which constitutes the main market for such securities, will be determining;

(c) In the event that any Asset is not listed or dealt in on a Regulated Market, stock exchange or other regulated markets or if, in the opinion of the Board of Directors, the latest available price does not truly reflect the fair market value of the relevant securities, the value of such securities will be defined by the Board of Directors based on the reasonably fair value determined prudently and in good faith by the Board of Directors or by an Independent Valuator (s). The probable fair value for un-listed securities or securities not negotiated on a regulated market shall be determined according to a commonly recognised Valuation Method determined internally or with the help of independent Experts in their fields as agreed from time to time by the Board of Directors. However, for particular Sub-Fund, when fair value is not economically efficient and/or does not appear relevant for investors, due to particular Sub-Fund characteristics, such as closed ended Sub-Funds, investments may be stated at cost less impairment losses when necessary. The Sub-Funds concerned will clearly mention such methodology;

(d) The liquidating value of futures, forward or options contracts not dealt in on Regulated Markets, stock exchange or other regulated markets shall mean their net liquidating value determined, pursuant to the policies established by the Company, on a basis consistently applied for each different variety of contracts. The liquidating value of futures, forward or options contracts dealt in on Regulated Markets, stock exchange or other regulated markets shall be based upon the last available settlement prices of these contracts on Regulated Markets, stock exchange or other regulated markets on which the particular futures, forward or options contracts are dealt in by the Company; 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 Company may deem fair and reasonable;

(e) All investments, with a known short term maturity date, value may be determined by using an amortised cost method. This involves valuing an investment at its cost and thereafter assuming a constant amortisation to maturity of any discount or premium, regardless of the impact of fluctuating interest rates on the market value of the investments. While this method provides certainty in valuation, it may result in periods during which value, as determined by amortisation cost, is higher or lower than the price such Sub-Fund would receive if it sold the investment. The Company will continually assess this method of valuation and recommend changes, where necessary, to ensure that the relevant Sub-Fund's investments will be valued at their fair value as determined in good faith by the Company. If the Company believe that a deviation from the amortised cost per Share may result in material dilution or other unfair results to Shareholders, the Company shall take such corrective action, if any, as they deem appropriate to eliminate or reduce, to the extent reasonably practicable, the dilution or unfair results;

(f) 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 Company;

(g) Units or shares of UCI will be valued at their last determined and available net asset value or their last available stock market value (if any) or, if such price is not representative of the fair market value of such assets, then the price shall be determined by the Directors on a fair and equitable basis;

(h) In relation to properties owned by the Company (directly or indirectly through subsidiaries), such valuation will be effected by an Independent Appraiser;

(i) All other assets will be valued at fair market value, as determined in good faith pursuant to procedures established by the Company or a committee appointed to that effect by the Company.

The Company, in its discretion, may permit some other method of valuation for particular Sub-Fund, including valuing investments at cost, less impairment losses when necessary. If the Board of Directors permits such other method of valuation to be used, such method shall be applied on a constant basis. The Sub-Funds concerned will clearly mention such methodology.

In the event that extraordinary circumstances render valuations as aforesaid impracticable or inadequate, the Company is authorised, prudently and in good faith, to follow other rules in order to achieve a fair valuation of the assets of the Company.

If since the time of determination of the net asset value per Share of any Class or Category in a particular Sub-Fund there has been a material change in the quotations in the markets on which a substantial portion of the investments of such Sub-Fund are dealt in or quoted, the Company may, in order to safeguard the interests of the Shareholders and the Company, cancel the first valuation of the net asset value per Share and carry out a second valuation. All the subscription, redemption and exchange orders received on such day will be dealt at the second Net Asset Value per Share.

The liabilities of the Company shall be deemed to include:

(i) All loans, bills and accounts payable;

(ii) All accrued interest on loans of the Company (including accrued fees for commitment for such loans);

(iii) All accrued or payable administrative expenses;

(iv) All known liabilities, present and future, including all matured contractual obligations for payment of money or property;

(v) An appropriate provision for future taxes based on capital and income to the relevant Valuation Day, as determined from time to time by the Company, and other reserves, if any, authorised and approved by the Company; and

(vi) All other liabilities of the Company of whatsoever kind and nature except liabilities represented by Shares of the Company. In determining the amount of such liabilities, the Company shall take into account all expenses payable and all costs incurred by the Company, which shall comprise inter alia the fees and expenses detailed in Article 10.

In determining the amount of such other liabilities, the Company shall take into account all expenses payable by the Company which shall comprise promotion, printing, reporting and publishing expenses, including the cost of advertising, preparing, translating and printing of Offering Documents, explanatory memoranda, Company documentation or registration statements, annual reports, taxes or governmental charges, and all other operating expenses, including the cost of buying and selling assets, interest, bank charges and brokerage, postage, telephone, facsimile and other electronic means of communication.

The Company may calculate and recalculate administrative and other expenses of a regular or recurring nature on an estimated figure for yearly or other periods in advance and may accrue the same in equal proportions over any such period.

Each Sub-Fund shall be valued so that all agreements to purchase or sell securities are reflected as of the date of execution, and all dividends receivable and distributions receivable are accrued as of the relevant ex-dividend dates.

Art. 14. Distribution policy. Where specified for specific Classes or Categories as disclosed under the Appendices of the Offering Document, the Board of Directors of the Company may declare annual or other interim distributions out from the investment income gains and realised capital gains and, if considered necessary to maintain a reasonable level of dividends, out of any other funds available for distribution.

Notwithstanding the above, no distribution may be made as a result of which the total net assets of the Company would fall below the equivalent in the Reference Currency of the Company of the minimum amount of the net assets of undertakings for collective investment, as required by Luxembourg law.

Where a distribution is made and not claimed within five years from its due date, it will lapse and will revert to the relevant Sub-Fund, Class or Category of Shares.

Art. 15. Amendments to the Articles of Incorporation. The Articles of Incorporation may be amended from time to time by a General Meeting of Shareholders, subject to the quorum and majority requirements provided by the Law of 1915 on commercial companies, as amended. Any amendment thereto shall be published in the Mémorial and, if necessary, in a Luxembourg newspaper of wide circulation and, if applicable, in the official publications specified for the respective countries in which the Shares are sold. Such amendments become legally binding on all Shareholders, following their approval by the General Meeting of Shareholders.

Art. 16. Duration, Liquidation and Amalgamation of the Company or of any Sub-Fund, Class or Category.

16.1. Duration

The Company and each of the Sub-Funds have been established for an unlimited period of time. The Company may at any time be dissolved by a resolution of the General Meeting of Shareholders subject to the quorum and majority referred to in Article 22 hereof.

16.2. Liquidation

Whenever the Share capital falls below two-thirds of the minimum capital indicated, the question of the dissolution of the Company shall be referred to the General Meeting by the Board of Directors. The General Meeting, for which no quorum shall be required, shall decide by simple majority of the votes of the Share represented at the meeting.

The question of the dissolution of the Company shall further be referred to the General Meeting whenever the Share capital falls below one-fourth of the minimum capital set by Article 6 hereof or whenever the Company has no more existing Sub-Fund; in such an event, the General Meeting shall be held without any quorum requirements and the dissolution may be decided by Shareholders holding one-fourth of the votes of the Shares represented at the meeting. The meeting must be convened so that it is held within a period of 40 days from ascertainment that the net assets of the Company have fallen below two-thirds or one-fourth of the legal minimum, as the case may be.

The liquidation shall be carried out by one or several liquidators, who may be physical persons or legal entities, appointed by the General Meeting of Shareholders which shall determine their powers and the compensation.

The event leading to dissolution of the Company must be announced by a notice published in the Mémorial. In addition, the event leading to dissolution of the Company must be announced in at least two newspapers with appropriate distribution, at least one of which must be a Luxembourg newspaper. Such event may also be notified to the Shareholders in such other manner as may be deemed appropriate by the Board of Directors.

The General Meeting or, as the case may be, the liquidator it has appointed, will realise the assets of the Company or of the relevant Class(es), Category(ies) and/or Sub-Fund(s) in the best interest of the Shareholders thereof, and upon instructions given by the General Meeting, the Custodian will distribute the net proceeds from such liquidation, after deducting all liabilities, unamortised costs and liquidation expenses relating thereto, amongst the Shareholders of the

relevant Class(es), Category(ies) and/or Sub-Fund(s) in proportion to the number of Shares held by them. The General Meeting may distribute the assets of the Company or of the relevant Class(es), Category(ies) and/or Sub-Funds wholly or partly in kind to any Shareholder who agrees in compliance with the conditions set forth by the General Meeting (including, without limitation, delivery of independent report issued by the auditor(s) of the Company) and the principle of equal treatment of Shareholders. In that respect, distribution in kind of assets, including fractions of securities or assets attributable to each Shareholder, held by the Company may be performed by the issuance and distribution, to each Shareholder, of a certificate of entitlement issued by the Custodian and representing the assets and fractions herein.

At the close of liquidation of the Company, the proceeds thereof corresponding to Shares not surrendered will be kept in safe custody with the Luxembourg Caisse de Consignation until the prescription period has elapsed. As far as the liquidation of any Class, Category and/or Sub-Fund is concerned, the proceeds thereof corresponding to Shares not surrendered for repayment at the close of liquidation will be kept in safe custody with the Custodian during a period not exceeding 9 months as from the date of the close of the liquidation; after this delay, these proceeds shall be kept in safe custody at the Caisse de Consignation.

In the event that for any reason whatsoever, the value of assets of a Class, Category or Sub-Fund should fall down to such an amount considered by the Board of Directors as the minimum level under which the Class, Category or Sub-Fund may no longer operate in an economic efficient way, or in the event that a significant change in the economic or political situation impacting such Class, Category or Sub-Fund should have negative consequences on the investments of such Class, Category or Sub-Fund or when the range of products offered to clients is rationalized, the Board of Directors may decide to conduct a liquidation or a compulsory redemption operation on all Shares of a Class, Category or Sub-Fund, at the net asset value per Share applicable on the Valuation Day, the date on which the decision shall come into effect (including actual prices and expenses incurred for the realization of investments, closing expenses, non paid off setting up expenses, any non paid off sales charges and any other liabilities). The Company shall send a notice to the Shareholders of the relevant Class, Category or Sub-Fund, before the effective date of such liquidation or compulsory redemption. Such notice shall indicate the reasons for such liquidation / redemption as well as the procedures to be enforced. Unless otherwise stated by the Board of Directors, Shareholders of such Class, Category or Sub-Fund, may not continue to apply for the redemption or the conversion of their Shares while awaiting for the enforcement of the decision to liquidate / to redeem compulsorily. If the Board of Directors authorizes the redemption or conversion of Shares, such redemption and conversion operations shall be carried out according to the clauses provided by the Board of Directors in the sales documents of Shares, free of charge (but including actual prices and expenses incurred for the realization of investments, closing expenses, non paid off setting up expenses, any non-paid off sales charges and any other liabilities) until the effective date of the liquidation / compulsory redemption.

Any of the above liquidations or any compulsory redemption may be settled through a distribution of the assets of the relevant Class(es), Category(ies) and/or Sub-Funds wholly or partly in kind, to any Shareholder, in compliance with the conditions set forth by the Law of 1915 on commercial companies (including, without limitation, delivery of independent valuation report issued by the auditor(s) of the Company) and the principle of equal treatment of Shareholders. In that respect, distribution in kind of assets, including fractions of securities or assets attributable to each Shareholder, held by the Company may be performed by the issuance and distribution, to each Shareholder, of a certificate of entitlement issued by the Custodian and representing the assets and fractions herein.

16.3. Amalgamation or Transfer of Class, Category and/or Sub-Fund

Under the same circumstances as provided in the paragraph above in relation to the compulsory redemption of Class (es), Category(ies) and/or Sub-Funds, the Board of Directors may decide to amalgamate a Class, Category and/or Sub-Fund into another Class, Category and/or Sub-Fund. Shareholders will be informed of such decision by a notice sent to the Shareholders at their address indicated in the register of Shareholders or in such manner as may be deemed appropriate by the Board of Directors and, in addition, the publication will contain information in relation to the new Class, Category and/or Sub-Fund. Such publication will be made at least one month before the date on which the amalgamation becomes effective in order to enable Shareholders to request redemption of their Shares, free of charge, before the operation involving contribution into the new Class, Category and/or Sub-Fund becomes effective.

The Board of Directors may also decide to amalgamate the assets of any Class, Category and/or Sub-Fund to those of another UCI submitted to Luxembourg Law or to another sub-fund within such other UCI (such other UCI or sub-fund within such other UCI being the "New Fund") (following a split or consolidation, if necessary,and the payment of the amount corresponding to any fractional entitlement to Shareholders). The question to amalgamate the assets of any Class, Category and/or Sub-Fund to those of a New Fund shall be referred, by the Board of Directors, to the General Meeting of Shareholders of the concerned Class, Category and/or Sub-Fund. Such General Meeting, for which no quorum shall be required, shall decide by simple majority of the votes of the shares represented at the meeting. Furthermore, such decision will be announced by a notice sent to the Shareholders at their address indicated in the register of Shareholders or in such manner as may be deemed appropriate by the Board of Directors (and, in addition, the notice will contain information in relation to the New Fund), one month before the date on which the amalgamation becomes effective in order to enable Shareholders to request redemption of their Shares, free of charge, during such period. After such period, Shareholders having not requested the redemption of their Shares will be bound by the decision of the General Meeting.

16.4. Division of a Class, Category and/or Sub-Fund

The Board of Directors may decide that any Class, Category or Sub-Fund may be split into several Sub-Funds, Classes and/or Categories of Shares with the same or different characteristics by a corresponding split of the portfolio of the Sub-Fund, Class and/or Category to be split. The Board of Directors may not decide a split of Sub-Funds, Classes and/or Categories if the rights of any Shareholder(s) of any of the resulting Sub-Fund, Class and/or Category are changed in any way unless the Shareholder(s) concerned has (have) received adequate prior notice with the option to redeem its (their) Shares, without charge, prior to the date the split becomes effective.

Solely under exceptional circumstances, in the event that for any reason whatsoever, the assets of a Class, Category or Sub-Fund becomes, outside the control of the Board of Directors or the Investment Manager, illiquid or hard to value, the Board of Directors may decide to divide or split-up a Class, Category and/or Sub-Fund into another Class, Category and/or Sub-Fund (herein referred as to "Side Pocket").

A Side Pocket is a Class or Category of Shares created in a Sub-Fund or a Sub-Fund created in the Company to isolate investments that are illiquid or hard to value.

This technique will be used in the following context:

- To protect the redeeming investors from being paid an amount in respect of the illiquid or hard to value investments that may be less than their ultimate realisation value;

- To protect the remaining investors against the disposal of part or all of the most liquid assets in order to satisfy redemption orders;

- To protect new investors by ensuring that they are not exposed to the Side Pocket at the time they join the Company;

- To avoid Net Asset Value suspensions affecting all the investors in the Company.

The use of Side Pockets is authorized under the following conditions:

- The creation of Side Pockets can only be used in order to protect investors;

- The activation of Side Pockets can only be made in exceptional circumstances when investments become illiquid or hard to value;

- Side pockets may only exist on a temporary basis and are not subject to any subscription fee, redemption fee, conversion fee, Investment Manager(s) fee, Sub-Investment Manager(s) fee, Investment Advisor(s) fee, performance fee, trailing or distribution fee and to any other fee normally applicable in the context of management of the assets or distribution or otherwise marketing of standard Classes, Categories or Sub-Funds;

- The investments comprising the Side Pocket shall not represent an amount of the assets of the Company as more fully described in the Offering Document.

Shareholders will be informed of such decision by a notice sent to their address indicated in the register of Shareholders or in such manner as may be deemed appropriate by the Board of Directors and, in addition, the information will contain information in relation to the new Class, Category and/or Sub-Fund and the illiquid assets contributed into it.

Art. 17. Conflict of Interest. Potential investors should be aware that there may be situations in which each and any of the Directors, the Investment Manager(s) or any Investment Advisor could encounter a conflict of interest in connection with the Company. In particular, potential investors should be aware of the following:

Certain Directors, Investment Managers, Investment Advisors and/or Intermediaries of the Company may control, directly or indirectly, entities in which they may have a financial or managerial interest (an "Affiliated Company"). Such Affiliated Company may be entitled to receive a portion, or all, of the brokerage commissions, transaction charges, advisory fees or investment management fees paid by the Company during the course of its day-to-day business. Such Affiliated Company may be in conflict of interest with, respectively, the Director, Investment Managers, Investment Advisors and/or Intermediaries duty to act for the benefit of the Shareholders in limiting expenses of the Company, and their interest in receiving such fees and/or commissions.

The Investment Manager(s) or any Investment Advisors may advise or make, as the case may be, investments for other clients without making the same available to the Company where, in regard to its obligations under the contractual agreement, the Investment Manager(s) or any Investment Advisors consider that it is acting in the best interests of the Company, so far as reasonably practicable having regard to its obligations to other clients.

The Investment Manager(s) or any Investment Advisors, any of their directors, officers, employees, agents and affiliates and the Directors of the Company and any person or company with whom they are affiliated or by whom they are employed (each an Interested Party) may be involved in other financial, investment or other professional activities including in connection with the underlying funds which may cause conflicts of interest with the Company. Furthermore, Interested Parties may provide services similar to those provided to the Company to other entities and will not be liable to account for any profit earned from any such services; also an Interested Party may acquire investments in which the Company may invest on behalf of clients. Furthermore, when the Investment Manager(s) or any Investment Advisors allocate or propose to allocate an investment into a fund which is also managed by it, it may collect a management charge on such investments in addition to its fees set out in the Offering Document.

The Company may acquire securities from or dispose of securities to any Interested Party or any investment fund or account advised or managed by any such person. An Interested Party may provide professional services to the Company or hold Shares and buy, hold and deal in any investments for their own accounts notwithstanding that similar investment

may be held by the Company. An Interested Party may contract or enter into any financial or other transaction with any Shareholder or with any entity any of whose securities are held by or for the account of the Company, or is interested in any such contract or transaction. Furthermore, any Interested Party may receive commissions to which it or he is contractually entitled in relation to any sale or purchase of any investments of the Company effected by it for the account of the Company, provided that each case the terms are no less beneficial to the Company than a transaction involving a disinterested party and any commission is in line with market practice.

Art. 18. Directors. The Company shall be managed by a Board of Directors composed of not less than three members. The members of the Board of Directors shall not necessarily be Shareholders of the Company.

The directors shall be elected by the General Meeting of Shareholders for a period up to six years. They shall be eligible for re-election.

If a legal entity is appointed director, it must appoint an individual through whom it shall exercise its director's duties. In this respect, a third party shall have no right to demand the justification of powers; the mere qualification of representative or of delegate of the legal entity being sufficient.

The term of office of outgoing directors not re-elected shall end immediately after the General Meeting which has replaced them.

The directors may be removed from office with or without giving a reason or be replaced at any time by a resolution adopted by the General Meeting of Shareholders.

Any candidate for the function of director who is not mentioned in the agenda of the General Meeting of Shareholders must be elected by 2/3 of the votes of the Shareholders present or represented.

Potential directors mentioned in the agenda of the Annual General Meeting must be elected by the majority of the votes of the Shareholders present or represented.

In the event a seat on the Board falls vacant because of death, resignation or otherwise, the remaining directors appointed by the General Meeting may appoint, by a majority vote, a director to temporarily fill such vacancy until the next General Meeting of Shareholders, which shall ratify such appointment.

Art. 19. Chairmanship and Meetings of the Board of Directors. The Board of Directors shall choose a Chairman from among its members and may also choose one or more vice-chairmen from among its members. It may also appoint a secretary, who need not be a director. Meetings of the Board of Directors shall be called by the chairman or any two directors, and held at the place, date and time indicated in the notice of meeting. Any director may take part in any meeting by appointing another director as his proxy, in writing, by telegram, telex or telefax or any other similar written means of communication. Any director may represent one or more of his colleagues.

Meetings of the Board of Directors shall be chaired by its chairman, or failing that, the oldest vice-chairman if any, or failing that, the managing director if any, or failing that, the oldest director attending the meeting.

The Board of Directors can deliberate or act validly only if at least the majority of the directors are present or represented. Resolutions shall be adopted by a majority vote of the directors present or represented. In the event that, at any meeting of the Board of Directors, the number of votes for and against a resolution is equal, the person chairing the Board of Directors' meeting shall have a casting vote.

Any director may participate in a meeting of the Board of Directors by conference call or similar means of communications whereby all persons participating in a meeting can hear each other. Participation in a meeting by such means shall be equivalent to a physical presence at such meeting.

Notwithstanding the foregoing clauses, directors may also vote by means of a circular document. The resolution shall be approved by the directors by each of them signing either a single document or multiple copies of the same document. Such resolutions shall have the same validity and force as if they had been voted during a Board meeting, duly convened and held, and can be proven by letter, fax, telegram or any similar means.

The minutes of the meetings of the Board of Directors shall be signed by the Chairman or by the person who chaired such meeting in his absence.

Copies or extracts of such minutes needed as evidence in court or otherwise shall be signed by the Chairman, or by the secretary, or by two directors or by any person authorised by the Board of Directors.

Art. 20. Powers of the Board of Directors. The Board of Directors has the most extensive powers to perform all acts of administration and disposal in the Company's interest. All powers not expressly reserved by law or by these Articles of Association for the General Meeting of Shareholders shall fall within the remit of the Board of Directors.

The Board of Directors may delegate its powers to conduct the daily management and affairs of the Company and its powers to carry out acts in furtherance of the investment policy.

Subject to its overall responsibility, control, and supervision, the Board of Directors may appoint one or more Investment Managers/Investment Advisors to provide day-to-day investment decision, respectively recommendations.

Each Investment Manager may delegate, under its overall control and responsibility, its authority to make investment decisions, at its own cost and with the prior approval and/or ratification of the Board of Directors of the Company, to one or more Sub-Investment Manager(s) for each Sub-Fund.

Investment Manager(s) shall make the investment decisions for each Sub-Fund and place purchase and sale orders for the Sub-Fund's transactions.

Investment Advisor(s) shall advise the Company, respectively the Investment Manager(s), of the Company on a day-to-day basis. Based on this advice, the Company, respectively the Investment Manager(s), will manage the Company's portfolios. The Company, respectively the Investment Manager, shall not be bound to act, purchase or sell securities, by any advice or recommendation given by any Investment Advisor.

Any such appointment may be revoked by the Board of Directors at any time.

Art. 21. Signatory Powers. The Company will be bound by the joint signature of any two Directors, Officers or of any other persons to whom authority has been delegated by the Board of Directors.

Art. 22. General Meetings of Shareholders of the Company. The General Meeting of Shareholders of the Company shall represent the entire body of Shareholders of the Company. Its resolutions shall be binding upon all the Shareholders regardless of the Class or Category of Shares held by them. It shall have the broadest powers to order, carry out or ratify acts relating to the operations of the Company.

The General Meeting of Shareholders shall meet upon call by the Board of Directors.

It may also be called upon the request of Shareholders representing at least one tenth of the Share capital.

The Annual General Meeting of Shareholders will be held at the registered office of the Company in Luxembourg on the third Thursday of June each year, or if such day is not a day on which banks are open for business in Luxembourg, on the following day on which banks are open for business in Luxembourg. Notice to Shareholders will be given in accordance with Luxembourg law. The notice will specify the place and time of the meeting, the conditions of admission, the agenda, the quorum and the voting requirements.

To the extent required by Luxembourg law or decided by the Board of Directors of the Company, all notices to Shareholders will be sent to Shareholders at their address indicated in the register of Shareholders and, only if necessary, in one or more newspapers of wide circulation and/or in the Mémorial.

Other meetings of Shareholders may be held at such places and times as may be specified in the respective notices of meeting.

The agenda shall be prepared by the Board of Directors except in the instance where the meeting is called on the written demand of the Shareholders in which instance the Board of Directors may prepare a supplementary agenda.

All shares are in registered form only and if no publications are made, notices to Shareholders may be mailed by registered mail only.

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

The Board of Directors may determine all other conditions that must be fulfilled by Shareholders in order to attend any meeting of Shareholders.

The business transacted at any meeting of the Shareholders shall be limited to the matters contained in the agenda (which shall include all matters required by law) and business incidental to such matters. Each share of whatever Class or Category is entitled to one vote, in compliance with Luxembourg law and these Articles of Incorporation. A Shareholder may act at any meeting of Shareholders by appointing another person as his proxy in writing or by cable, telegram, telex or facsimile transmission, who need not to be a Shareholder and who may be a director of the Company.

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

Art. 23. Auditor. In accordance with the Law of 2007, the books and the preparation of all declarations required by Luxembourg law shall be supervised by an independent auditor ("Réviseur d'Entreprises agréé") who shall be appointed by the General Meeting and who shall be remunerated by the Company.

The incumbent independent auditor may be dismissed at any time by the General Meeting.

Art. 24. Custody of the assets of the Company. To the extent required by the Law of 2007, the Company shall enter into a custody agreement with a banking or savings institution as defined by the law of 5 th April 1993 on the supervision of the financial sector, as amended (the "Custodian"). The Custodian shall have the powers and responsibilities provided for by the Law of 2007.

If the Custodian wishes to resign, the Board of Directors shall use its best endeavours to find a replacement within two months of the effectiveness of such resignation. The Board of Directors may terminate the custody agreement but may not remove the Custodian from office unless a replacement has been found.

Art. 25. Central Administration of the Company. To the extent required by the Law of 2007, the Company shall enter into a central administration agreement with a Central Administration Agent regulated under Luxembourg law.

If the Central Administration Agent wishes to resign, the Board of Directors shall use its best endeavours to find a replacement within two months of the effectiveness of such resignation. The Board of Directors may terminate the central

administration agreement but may not remove the Central Administration Agent from office unless a replacement has been found.

Art. 26. Applicable law, Jurisdiction, Language. The Articles of Incorporation are pursuant the laws of the Grand Duchy of Luxembourg.

The Luxembourg District Court is the place of performance for all legal disputes between the Shareholders and the Company. Luxembourg law applies.

Statements made in these Articles of Incorporation are based on the laws and practice in force at the date of these Articles of Incorporation in the Grand Duchy of Luxembourg, and are subject to changes in those laws and practice.

English shall be the governing language of these Articles of Incorporation.

Art. 27. Miscellaneous. All matters not governed by these Articles of Incorporation shall be determined in accordance with the Law of Luxembourg and the Law of 1915 on Commercial Companies as amended.

Transitory provisions:

1. The first financial year shall begin on the date of incorporation of the Company and end on the 31 st December 2014.

2. The Annual General Meeting shall be held for the first time on the day, time and place as indicated in these Articles of Incorporation in 2015.

Subscription and Payment:

The initial capital is fixed at thirty-two thousand euro (EUR 32,000.-) divided into sixty-four thousand (64,000) shares without par value.

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

Shareholder	Number of shares
Mr. Gilles BOUIGUE, prenamed	6.400
Mr. Hippolyte BOUIGUE, prenamed	6.400
Mrs. Alexandra BOUIGUE, prenamed,	3.200
"BY KADRANCE INVESTMENT ADVISOR (Lux) S.à r.l.", prenamed,	48.000
TOTAL:	64.000
	64,000

Evidence of the above payments, has been given to the undersigned notary, who expressly acknowledges it.

Statement

The notary executing this deed declares that the conditions enumerated in Article 26 of the law on commercial companies of 10 th August 1915 have been fulfilled and expressly bears witness to their fulfilment.

Expenses

The expenses which shall be borne by the Corporation as a result of its organization are estimated at approximately one thousand three hundred and ninety-nine euro (EUR 1,359.-).

Resolutions of the shareholder:

The shareholders, represented as aforesaid and representing the entire subscribed capital, have immediately passed the following resolutions:

1) The Company shall be managed by a board of directors composed of up of four (4) members.

2) The following has been elected as members of the board of directors:

- Mr. Hippolyte BOUIGUE, prenamed, born on 14 th December 1979 in Dreux (France), residing professionally at 48 Rue La Bruyère, 75009 Paris (France),

- Mr. Gilles BOUIGUE, prenamed, born on 12 July 1950 in Paris (France), residing professionally at 48 Rue La Bruyère, 75009 Paris (France),

- Mr. Cédric de CARITAT, company director, born in Belgium on 5 June 1979, residing professionally at 56, rue Glesener, L-1630 Luxembourg (Grand-Duchy of Luxembourg),

- Mr. Laurent PICHONNIER, company director, 4 th January 1972, in Bordeaux (France), residing professionally at 53, rue d'Anvers, L-1130 Luxembourg, (Grand-Duchy of Luxembourg).

A Director can be validly appointed only by the Ordinary General Meeting of Shareholders, which will rule on the validity of the appointment. If it does not validate the appointment, the decisions taken by the Board of Directors during the period when the Director was coopted will be not questioned.

3) The director's terms of office will expire after the Annual Meeting of Shareholders to be held in the year 2019.

4) Has been appointed as independent auditor:

"PricewaterhouseCoopers", a société à responsabilité limitée, with registered office at 400, Route d'Esch, L-1014 Luxembourg, registered with the Luxembourg Trade and Companies Register under number B 65.477.

6) The auditor's terms of office will expire after the Annual Meeting of Shareholders to be held in the year 2016.

7) The registered office of the Company is fixed at 412F, route d'Esch L-2086 Luxembourg.

Resolutions of the board of directors:

Then directors met in the board and took the following resolution:

1. Was appointed Chairman of the Board of Directors of the Company

Mr. Hippolyte BOUIGUE, prenamed, born on 14 th December 1979 in Dreux (France), residing professionally at 48 Rue La Bruyère, 75009 Paris (France).

His term will expire at the end of the Annual General Meeting 2019.

2. Was appointed Vice-Chairman of the Board of Directors of the Company

Mr. Gilles BOUIGUE, prenamed, born on 12 July 1950 in Paris (France), residing professionally at 48 Rue La Bruyère, 75009 Paris (France).

His term will expire at the end of the Annual General Meeting 2019.

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

The undersigned notary, who understands and speaks English, herewith states that at request of the above-named persons, this deed is written in English.

This deed having been read to the said persons, all of whom are known to the notary by the surnames, first names, civil status and residences, the said persons appearing before the Notary signed together with the notary, this original deed.

Signé: V. PIERRU, P. DECKER.

Enregistré à Luxembourg A.C., le 23.12.2013. Relation: LAC/2013/59550. Reçu 75.-€ (soixante-quinze Euros).

Le Receveur (signé): Irène THILL.

POUR COPIE CONFORME, délivré au Registre de Commerce et des Sociétés à Luxembourg .

Luxembourg, le 18.02.2014.

Référence de publication: 2014026829/926.

(140032005) Déposé au registre de commerce et des sociétés de Luxembourg, le 20 février 2014.

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

Capital social: EUR 100.000,00.

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

R.C.S. Luxembourg B 184.701.

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STATUTES

In the year two thousand and fourteen, on the eighteenth day of February.

Before us Maître Henri Hellinckx, notary residing in Luxembourg, Grand Duchy of Luxembourg.

THERE APPEARED:

1. Sheikh Hassan Khalid H.A. Al-Thani, born in Doha, Qatar, on 1 st January 1957, residing at Al Bidda 1, Doha, Qatar,

here represented by Ms Sabrina Hajek, Avocat, professionally residing in Luxembourg, by virtue of a proxy, given in Doha, on 12 February 2014.

2. PALOMETA s.à r.l., a société à responsabilité limitée incorporated and existing under the laws of the Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies' Register under number B 181.943, having its registered office at 14, rue Bernard Haal, L-1711 Luxembourg, Grand Duchy of Luxembourg,

here represented by Ms Sabrina Hajek, Avocat, professionally residing in Luxembourg, by virtue of a proxy, given in Magny-le-Hongre, on 07 February 2014.

3. Tampa S.à r.l., a société à responsabilité limitée, incorporated and existing under the laws of Switzerland, registered with the Geneva Trade Register under number CH-660.3.240.010-4, having its registered office at Avenue de Thônex 7, 1226 Thônex, Switzerland,

here represented by Ms Sabrina Hajek, Avocat, professionally residing in Luxembourg, by virtue of a proxy, given in Thônex, on 12 February 2014.

4. Dia A.M. Naser, born in Jinin, Jordan, on 23 September 1963, residing at Al Maamoura compound, Doha, Qatar,

here represented by Ms Sabrina Hajek, Avocat, professionally residing in Luxembourg, by virtue of a proxy, given in given in Doha, on 12 February 2014.

The said proxies, initialled ne varietur by the proxyholder of the appearing parties and the notary, shall remain annexed to this deed to be filed at the same time with the registration authorities.

Such appearing parties have requested the officiating notary to enact the deed of incorporation of a private limited company (société à responsabilité limitée) which they wish to incorporate with the following articles of association:

A. Name - Purpose - Duration - Registered office

Art. 1. Name - Legal Form. There exists a private limited company (société à responsabilité limitée) under the name "Fantasia Holding S.à r.l." (hereinafter the "Company") which shall be governed by the law of 10 August 1915 concerning commercial companies, as amended (the "Law"), as well as by the present articles of association.

Art. 2. Purpose.

2.1 The purpose of the Company is the holding of participations in any form whatsoever in Luxembourg and foreign companies and in any other form of investment, the acquisition by purchase, subscription or in any other manner as well as the transfer by sale, exchange or otherwise of securities of any kind and the administration, management, control and development of its portfolio.

2.2 The Company may further guarantee, grant security, grant loans or otherwise assist the companies in which it holds a direct or indirect participation or right of any kind or which form part of the same group of companies as the Company.

2.3 The Company may, except by way of public offering, raise funds especially through borrowing in any form or by issuing any kind of notes, securities or debt instruments, bonds and debentures and generally issue securities of any type.

2.4 An additional purpose of the Company is the acquisition and sale of real estate properties either in the Grand Duchy of Luxembourg or abroad, including the direct or indirect holding of participations in Luxembourg or foreign companies, the principal object of which is the acquisition, development, promotion, sale, management and/or lease of real estate properties.

2.5 The Company may carry out any commercial, industrial, financial, real estate or intellectual property activities which it considers useful for the accomplishment of these purposes.

Art. 3. Duration.

3.1 The Company is incorporated for an unlimited period of time.

3.2 It may be dissolved at any time and with or without cause by a resolution of the general meeting of shareholders adopted in the manner required for an amendment of these articles of association.

Art. 4. Registered office.

4.1 The registered office of the Company is established in the city of Luxembourg, Grand Duchy of Luxembourg.

4.2 Within the same municipality, the registered office may be transferred by means of a decision of the board of managers. It may be transferred to any other municipality in the Grand Duchy of Luxembourg by means of a resolution of the general meeting of shareholders, adopted in the manner required for an amendment of these articles of association.

4.3 Branches or other offices may be established either in the Grand Duchy of Luxembourg or abroad by a resolution of the board of managers.

4.4 In the event that the board of managers determines that extraordinary political, economic or social circumstances or natural disasters have occurred or are imminent that would interfere with the normal activities of the Company at its registered office, the registered office may be temporarily transferred abroad until the complete cessation of these extraordinary circumstances; such temporary measures shall not affect the nationality of the Company which, notwithstanding the temporary transfer of its registered office, shall remain a Luxembourg company.

B. Share capital - Shares

Art. 5. Share Capital.

5.1 The Company's share capital is set at one hundred thousand euro (EUR 100,000), represented by eighty thousand (80,000) class A shares with a nominal value of one euro (EUR 1) each and twenty thousand (20,000) class B shares with a nominal value of one (EUR 1) euro each.

5.2 The Company's share capital may be increased or reduced by a resolution of the general meeting of shareholders adopted in the manner required for an amendment of these articles of association.

5.3 The Company may redeem its own shares.

Art. 6. Shares.

6.1 The shares of the Company are in registered form.

6.2 The Company may have one or several shareholders, with a maximum of forty (40) shareholders.

6.3 Death, suspension of civil rights, dissolution, bankruptcy or insolvency or any other similar event regarding any of the shareholders shall not cause the dissolution of the Company.

Art. 7. Register of shares - Transfer of shares.

7.1 A register of shares shall be kept at the registered office of the Company, where it shall be available for inspection by any shareholder. This register shall contain all the information required by the Law. Certificates of such registration may be issued upon request and at the expense of the relevant shareholder.

7.2 The Company will recognise only one holder per share. In case a share is owned by several persons, they shall appoint a single representative who shall represent them towards the Company. The Company has the right to suspend the exercise of all rights attached to that share until such representative has been appointed.

7.3 The shares are not freely transferable among shareholders and such transfer is subject to the approval given by the shareholders at a majority of three quarters of the share capital.

7.4 Inter vivos, the shares may only be transferred to new shareholders subject to the approval of such transfer given by the shareholders at a majority of three quarters of the share capital.

7.5 Any transfer of shares shall become effective towards the Company and third parties through the notification of the transfer to, or upon the acceptance of the transfer by the Company in accordance with article 1690 of the Civil Code.

7.6 In the event of death, the shares of the deceased shareholder may only be transferred to new shareholders subject to the approval of such transfer given by the surviving shareholders at a majority of three quarters of the share capital.

Art. 8. Right of Pre-emption - Tag-Along Right - Drag-Along Right.

8.1. In addition to the approval provided under article 7 and except as otherwise provided in a shareholders agreement that may be entered into from time to time, the Transfer of Securities (as defined below) shall be subject to the following provisions:

For the purpose of this article 8, "Security(ies)" means bare ownership, usufruct or full ownership of:

(a) the actual and future shares of the Company, regardless of whether these shares are issued to the profit of existing shareholders or acquired in any other way;

(b) shareholders' advances for the benefit of the Company;

(c) Company's share subscription rights in case of an increase of the capital in cash, free Company's share allocation rights in the event of an increase of the capital by incorporation of reserves and/or share premium; and

(d) in general, any right, security, stand-alone subscription warrant, financial instrument, convertible bond, transferable compound or stand-alone security which may give access, immediately or at a later stage, to the Company's capital and/or voting rights.

For the purpose of this article 8, "Transfer" means any direct or indirect, existing or potential, free of charge or for a consideration, transfer, by any way (sale, contribution, donation, exchange, merger, demerger, pledging, etc.), of all or any part of the Securities. Any direct or indirect change of the ownership of a shareholder himself shall be considered as a Transfer. The waiver of a subscription right for the benefit of determined persons, as well as the conclusion of an agreement with a non-shareholder stating that the contracting parties undertake to work together as regards the voting rights or the economic rights (as, for instance, hidden partnership arrangements) shall be considered as a Transfer. The pledging of Securities for the benefit of a credit institution shall not be considered as a Transfer, provided that this pledging has been authorised by the board of managers of the Company. The execution of such pledge by means of appropriation of the pledged Securities by the credit institution shall not be considered as a Transfer either. The terms "transferee" and "transferor" shall be interpreted accordingly.

Any alleged Transfer of Securities which would not have been carried out in due accordance with the present articles of association and with a possible shareholders agreement which may have been entered into from time to time by the shareholders, shall be considered as null and void, and the Company shall refuse (i) to recognise such Transfer and (ii) to reflect it in its register of shares.

8.2. To the extent shareholders advances have been made, any transfer of the Company's shares shall necessarily be executed together with the pro rata part of the shareholders advances held by the transferor to the same acquirer and conversely, any transfer of shareholders advances shall be executed together with the pro rata part of the shares of the Company held by the transferor to the same acquirer.

8.3. Notice of an intended Transfer of Securities

8.3.1. For the purpose of the exercise of the Right of Pre-Emption, the Tag-Along Right and the Drag-Along Right (as defined under articles 8.4, 8.5 and 8.6 of the present articles of association), each shareholder shall give notice to the Company of any intended Transfer of Securities he contemplates for the benefit of one or more third parties or shareholders (the "Initial Notice"). The Company shall provide the Initial Notice to the shareholders without undue delay in case rights arise out of the said notice in favour of the shareholders.

8.3.2. The Initial Notice shall contain, as regards natural persons, the name, surname and address of the intended transferee, or as regards legal persons, its name, legal form, registered office and the identity of its main shareholders or members (and its ultimate beneficial owners), the number of Securities to be transferred (and, when appropriate, the percentage of the capital to be retained by the transferor following the intended Transfer), the proposed Transfer price (or, in the event of a Transfer without cash consideration, the value of the Securities) and the other terms and conditions of the intended Transfer.

8.3.3. The Initial Notice shall be deemed an offer of Transfer (in the context of the exercise of the Right of Pre-Emption) and an offer to purchase (in the context of the exercise of the Tag-Along Right), at the price and conditions set forth in the Initial Notice, for the benefit of the Company and of all shareholders concerned, should these rights apply.

8.4. The Right of Pre-Emption

8.4.1. Subject to the provisions of article 8.6, each shareholder shall grant to the Company and to the shareholders holding class A shares, in the event of a Transfer, a right of pre-emption on the Securities concerned by the intended Transfer, under the conditions and the terms hereunder provided (the "Right of Pre-Emption").

8.4.2. In case the Company and/or the shareholders holding class A shares contemplate to exercise their Right of Pre-Emption, they shall pre-empt all the Securities concerned by the intended Transfer and they shall give notice thereof (the "Pre-Emption Notice") to the transferor within a period of thirty (30) calendar days from the date of dispatch of the Initial Notification. In case several shareholders or several shareholders together with the Company contemplate to exercise their Rights of Pre-Emption as regards a determined Transfer, the Right of Pre-Emption of each of these shareholders (and of the Company, if applicable) shall be exercised on the Securities concerned in the Transfer in proportion to the number of shares held by them as of the day prior to the date of the Initial Notification.

8.4.3. If the Company or any shareholder of the Company defaults to give notice of their intention to pre-empt within the period indicated under article 8.4.2. of the present articles of association, they shall be deemed to have definitely waived their right with respect to the Transfer at issue.

8.4.4. In the event of a pre-emption as hereabove defined, the Transfer resulting from the pre-emption shall be carried out upon the terms and conditions set forth in the Initial Notification, within a period of thirty (30) calendar days from the date of the dispatch of the Pre-Emption Notice.

8.4.5. In the event the Transfer resulting from the pre-emption has not been carried out within the set period due to the default of the Company or of the shareholders who exercised their Rights of Pre-Emption, the Transfer of the Securities shall be freely exercised for the benefit of the transferee mentioned in the Initial Notification at the price and under the terms and conditions set forth therein.

8.4.6 In the event the pre-emption has not been exercised, the initially intended Transfer shall be carried out for the benefit of the contemplated transferee and at the price and under the terms and conditions set forth in the Initial Notification, within a period of thirty (30) calendar days from the date of the expiration of the period set forth under article 8.4.2 of the present articles of association, safe for the exercise of the Tag-Along Right as set out hereunder, if applicable.

Once this period of time has expired, the contemplated Transfer shall again be subject to the Right of Pre-Emption.

8.5. Tag-Along Right

8.5.1. Without prejudice to article 8.4., if one or more shareholders contemplate(s), alone or jointly, one or several Transfers of Securities whereby one or more shareholders, acting alone or jointly together or jointly with one or more shareholders, may hold together, following the Transfer(s), directly or indirectly, more than seventy-five percent (75%) of the capital and/or the voting rights of the Company, the transferor(s) prior undertake(s) to acquire all the Securities held by the other shareholders who so require - or to have them acquired by the Company or by the contemplated transferee, (the "Tag-Along Right"). The Transfer(s) of Securities resulting from the exercise of the Tag-Along Right shall be carried out at the price and under the terms and conditions set forth in the Initial Notification, within a period of thirty (30) calendar days from the date of expiration of the time period set under article 8.5.2.

8.5.2. The shareholder who wants to exercise his Tag-Along Right is required to give notice thereof to the transferor (s) and to the Company, within a maximum period of thirty (30) calendar days from the date of the Initial Notification, as defined under article 8.3 of the present articles of association. If a shareholder defaults to give notice of his intention, within the abovementioned period, he shall be deemed to have definitely waived his right with respect to the Transfer at issue, without prejudice to the Company's right to exercise its Right of Pre-Emption in accordance with article 8.4 of the present articles of association.

8.5.3. In the event the Tag-Along Right has not been exercised, the Transfer initially contemplated by the transferor shall be carried out at the price and under the terms and conditions set forth in the Initial Notification, within a period of thirty (30) calendar days from the expiration of the thirty (30) -day period set under article 8.5.2. hereabove, safe for the exercise of the Right of Pre-Emption, if applicable. If the transferor defaults to carry out the contemplated Transfer within this time period, the Securities concerned by the contemplated operation shall be again subject to the procedure set under the present article 8.5.

8.5.4. In the event of a Transfer whereby operations such as the Right of Pre-Emption and the Tag-Along Right may be simultaneously exercised, each shareholder shall be free to exercise his Tag-Along Right. In the event the Company pre-empts the Securities proposed to the Transfer, whereas a shareholder has exercised his Tag-Along Right, the Company which pre-empts shall acquire the Securities transferred by the shareholder through the exercise of his Tag-Along Right.

8.6. Drag-Along Right

If one or more transferors holding class A shares have accepted a firm offer from a third party (the "Acquirer") consisting in the Transfer of Securities whereby the Acquirer would hold directly or indirectly more than fifty percent (50%) of the capital of the Company (the "Control"), the other shareholders shall be required to transfer to the Acquirer

all the Securities they hold at the price and under the terms and conditions set forth in the Initial Notification and proposed by the Acquirer to the assigning shareholders. To that extent, the transferors shall give notice thereof to the other shareholders no later than sixty (60) calendar days prior to the contemplated date of the Transfer of all the Securities, by a notice which shall contain the same information, mutatis mutandis, as those required in the Initial Notification provided under article 8.3 of the present articles of association. The present provision shall be deemed an irrevocable promise to sell consented by the other shareholders.

8.7. Death or incapacity of a shareholder

8.7.1. The incapacity of a shareholder to carry out his obligations as shareholder of the Company is stated by the board of managers of the Company at a majority of at least three quarters of the votes of the managers present or represented (the "Declaration of Incapacity").

8.7.2. In case of death of a shareholder or of Declaration of Incapacity, the Company and the shareholders holding class A shares have a call on all the Securities of the deceased or stated incapable shareholder (the "Call"). Within seven (7) working days following the knowledge by the Company of the death or of the Declaration of Incapacity, the board of managers shall give notice of the death or of the Declaration of Incapacity to the other shareholders. This notice shall contain the identity of the deceased or stated incapable shareholder and the number of the shares he holds/held (the "Death/Incapacity Notice").

8.7.3. If the Company and/or the shareholders holding class A shares wish to exercise their Call, they can only choose to buy all of the Securities concerned by the Call and shall give notice thereof (the "Call Notice") to the heirs of the deceased shareholder or to the stated incapable shareholder, within a period of thirty (30) calendar days from the Death/ Incapacity Notice. In case several shareholders or several shareholders and the Company exercise the Call, the Call of each of these shareholders (and of the Company, if applicable) shall be exercised on the Securities concerned by the Call in proportion to the number of shares held by them in the Company's share capital as of the day prior to the Death/ Incapacity Notice.

8.7.4. In case the Calls are exercised as here above described, the sale shall be executed within the period of thirty (30) calendar days from the dispatching of the Call Notice, at a price calculated on the basis of the value of the Company, which will be / the average balance sheet of the three (3) last financial years or of the financial years available if the Company has not yet completed three (3) financial years.

8.7.5. In the event of a default of the Company or of the shareholders to notify their intention to pre-empt within the time period mentioned under article 8.7.3 of the present articles of association or in case the sale would not be executed following the exercise of the Call within thirty (30) calendar days from the sending of the Call Notice as set forth under article 8.7.4 of the present articles of association, the beneficiaries of the Call shall be deemed to have definitely waived this rights regarding the Securities at issue.

C. Decisions of the shareholders

Art. 9. Collective decisions of the shareholders.

9.1 The general meeting of shareholders is vested with the powers expressly reserved to it by law and by these articles of association.

9.2 Each shareholder may participate in collective decisions irrespective of the number of shares which he owns.

9.3 In case and as long as the Company has not more than twenty-five (25) shareholders, collective decisions otherwise conferred on the general meeting of shareholders may be validly taken by means of written resolutions. In such case, each shareholder shall receive the text of the resolutions or decisions to be taken expressly worded and shall cast his vote in writing.

9.4 In the case of a sole shareholder, such shareholder shall exercise the powers granted to the general meeting of shareholders under the provisions of section XII of the Law and by these articles of association. In such case, any reference made herein to the "general meeting of shareholders" shall be construed as a reference to the sole shareholder, depending on the context and as applicable, and powers conferred upon the general meeting of shareholders shall be exercised by the sole shareholder.

Art. 10. General meetings of shareholders. In case the Company has more than twenty-five (25) shareholders, at least one general meeting of shareholders shall be held within six (6) months of the end of each financial year in Luxembourg at the registered office of the Company or at such other place as may be specified in the convening notice of such meeting. Other meetings of shareholders may be held at such place and time as may be specified in the respective convening notices of meeting. If all of the shareholders are present or represented at a general meeting of shareholders and have waived any convening requirement, the meeting may be held without prior notice or publication.

Art. 11. Quorum and vote.

11.1 Each shareholder is entitled to as many votes as he holds shares.

11.2 Save for a higher majority provided in these articles of association or by law, collective decisions of the Company's shareholders are only validly taken in so far as they are adopted by shareholders holding more than half of the share capital. If this majority is not reached in a first meeting or proposed written resolution, the shareholders may be convened a second time with the same agenda or receive such proposed written resolution a second time by registered letter,

decisions are validly adopted in so far as they are adopted by a majority of the votes validly cast whichever is the fraction of the share capital represented.

Art. 12. Change of nationality. The shareholders may change the nationality of the Company only by unanimous consent.

Art. 13. Amendments of the articles of association. Any amendment of the articles of association requires the approval of (i) a majority of shareholders (ii) representing three quarters of the share capital at least.

D. Management

Art. 14. Powers of the sole manager - Composition and powers of the board of managers.

14.1 The Company shall be managed by one or several managers. If the Company has several managers, the managers form a board of managers.

14.2 If the Company is managed by one manager, to the extent applicable and where the term "sole manager" is not expressly mentioned in these articles of association, a reference to the "board of managers" used in these articles of association is to be construed as a reference to the "sole manager".

14.3 The board of managers is vested with the broadest powers to act in the name of the Company and to take any actions necessary or useful to fulfil the Company's corporate purpose, with the exception of the powers reserved by the Law or by these articles of association to the general meeting of shareholders.

Art. 15. Appointment, removal and term of office of managers.

15.1 The manager(s) shall be appointed by the general meeting of shareholders which shall determine their remuneration and term of office.

15.2 The managers shall be appointed and may be removed from office at any time, with or without cause, by a decision of the shareholders representing more than half of the Company's share capital.

15.3 The general meeting of shareholders may decide to appoint managers of different classes, namely class A managers and class B managers.

Art. 16. Vacancy in the office of a manager.

16.1 In the event of a vacancy in the office of a manager because of death, legal incapacity, bankruptcy, resignation or otherwise, this vacancy may be filled on a temporary basis and for a period of time not exceeding the initial mandate of the replaced manager by the remaining managers until the next meeting of shareholders which shall resolve on the permanent appointment, in compliance with the applicable legal provisions.

16.2 In case the vacancy occurs in the office of the Company's sole manager, such vacancy must be filled without undue delay by the general meeting of shareholders.

Art. 17. Convening meetings of the board of managers.

17.1 The board of managers shall meet upon call by any manager. The meetings of the board of managers shall be held at the registered office of the Company unless otherwise indicated in the notice of meeting.

17.2 Written notice of any meeting of the board of managers must be given to managers twenty-four (24) hours at least in advance of the time scheduled for the meeting, except in case of emergency, in which case the nature and the reasons of such emergency must be mentioned in the notice. Such notice may be omitted in case of assent of each manager in writing, by facsimile, electronic mail or any other similar means of communication, a copy of such signed document being sufficient proof thereof. No prior notice shall be required for a board meeting to be held at a time and location determined in a prior resolution adopted by the board of managers which has been communicated to all managers.

17.3 No prior notice shall be required in case all managers are present or represented at a board meeting and waive any convening requirement or in the case of resolutions in writing approved and signed by all members of the board of managers.

Art. 18. Conduct of meetings of the board of managers.

18.1 The board of managers may elect among its members a chairman. It may also choose a secretary, who does not need to be a manager and who shall be responsible for keeping the minutes of the meetings of the board of managers.

18.2 The chairman, if any, shall chair all meetings of the board of managers. In his absence, the board of managers may appoint another manager as chairman pro tempore by vote of the majority of managers present or represented at any such meeting.

18.3 Any manager may act at any meeting of the board of managers by appointing another manager as his proxy either in writing, or by facsimile, electronic mail or any other similar means of communication, a copy of the appointment being sufficient proof thereof. A manager may represent one or more but not all of the other managers.

18.4 Meetings of the board of managers may also be held by conference-call or video conference or by any other means of communication, allowing all persons participating at such meeting to hear one another on a continuous basis and allowing an effective participation in the meeting. Participation in a meeting by these means is equivalent to participation in person at such meeting and the meeting is deemed to be held at the registered office of the Company.

18.5 The board of managers may deliberate or act validly only if at least a majority of the managers are present or represented at a meeting of the board of managers. In the event the general meeting of shareholders has appointed different classes of managers (namely class A managers and class B managers) the board of managers may deliberate or act validly only if at least one (1) class A manager and one (1) class B manager is present or represented at the meeting.

18.6 Decisions shall be taken by a majority vote of the managers present or represented at such meeting. In the event the general meeting of shareholders has appointed different classes of managers (namely class A managers and class B managers), decisions shall be taken by a majority of the managers present or represented including at least one (1) class A manager and one (1) class B manager. The chairman, if any, shall not have a casting vote.

18.7. The board of managers may unanimously pass resolutions by circular means when expressing its approval in writing, by facsimile, electronic mail or any other similar means of communication. Each manager may express his consent separately, the entirety of the consents evidencing the adoption of the resolutions. The date of such resolutions shall be the date of the last signature.

Art. 19. Minutes of the meeting of the board of managers; Minutes of the decisions of the sole manager.

19.1 The minutes of any meeting of the board of managers shall be signed by the chairman, if any or in his absence by the chairman pro tempore, and the secretary (if any), or by any two (2) managers. In the event the general meeting of shareholders has appointed different classes of managers (namely class A managers and class B managers), the minutes of any meeting of the board of managers shall be signed by one (1) class A manager and one (1) class B manager (including by way of representation). Copies or excerpts of such minutes, which may be produced in judicial proceedings or otherwise, shall be signed by the chairman, if any, or by any two (2) managers. In the event the general meeting of shareholders has appointed different classes of managers (namely class A managers and class B managers), copies and excerpts of such minutes, which may be produced in judicial proceedings or otherwise, shall be signed by one (1) class A manager and one (1) class B manager (including by way of representation).

19.2 Decisions of the sole manager shall be recorded in minutes which shall be signed by the sole manager. Copies or excerpts of such minutes, which may be produced in judicial proceedings or otherwise, shall be signed by the sole manager.

Art. 20. Dealing with third parties. The Company shall be bound towards third parties in all circumstances (i) by the signature of the sole manager, or, if the Company has several managers, by the joint signature of any two (2) managers, or (ii) by the joint signatures or the sole signature of any person(s) to whom such signatory power may have been delegated by the board of managers within the limits of such delegation. In the event the general meeting of shareholders has appointed different classes of managers (namely class A managers and class B managers), the Company will only be validly bound (i) by the joint signature of at least one (1) class A manager and one (1) class B manager (including by way of representation) or (ii) by the joint signatures or the sole signature of any person(s) to whom such signatory power may have been delegated by the board of managers within the limits of such delegation.

E. Audit and supervision

Art. 21. Auditor(s).

21.1 In case and as long as the Company has more than twenty-five (25) shareholders, the operations of the Company shall be supervised by one or several internal auditors (commissaire(s)). The general meeting of shareholders shall appoint the internal auditor(s) and shall determine their term of office.

21.2 An internal auditor may be removed at any time, without notice and with or without cause by the general meeting of shareholders.

21.3 The internal auditor has an unlimited right of permanent supervision and control of all operations of the Company.

21.4 If the shareholders of the Company appoint one or more independent auditors (réviseur(s) d'entreprises agréé (s)) in accordance with article 69 of the law of 19 December 2002 regarding the trade and companies register and the accounting and annual accounts of undertakings, as amended, the institution of internal auditor(s) is suppressed.

21.5. An independent auditor may only be removed by the general meeting of shareholders with cause or with its approval.

F. Financial year - Annual accounts - Allocation of profits - Interim dividends

Art. 22. Financial year. The financial year of the Company shall begin on the first of January of each year and shall end on the thirty-first of December of the same year.

Art. 23. Annual accounts and allocation of profits.

23.1 At the end of each financial year, the accounts are closed and the board of managers draws up an inventory of the Company's assets and liabilities, the balance sheet and the profit and loss accounts in accordance with the law.

23.2. Of the annual net profits of the Company, five per cent (5%) at least shall be allocated to the legal reserve. This allocation shall cease to be mandatory as soon and as long as the aggregate amount of such reserve amounts to ten per cent (10%) of the share capital of the Company.

23.3 Sums contributed to a reserve of the Company by a shareholder may also be allocated to the legal reserve if the contributing shareholder agrees to such allocation. Sums contributed by a shareholder holding class A shares to a freely distributable reserve of the Company may only be distributed to such shareholder.

23.4 In case of a share capital reduction, the Company's legal reserve may be reduced in proportion so that it does not exceed ten per cent (10%) of the share capital.

23.5 Upon recommendation of the board of managers, the general meeting of shareholders shall determine how the remainder of the Company's profits shall be used in accordance with the Law and these articles of association.

23.6 Distributions shall be made to the shareholders in proportion to the number of shares they hold in the Company.

Art. 24. Interim dividends - Share premium and assimilated premiums.

24.1 The board of managers may decide to pay interim dividends on the basis of interim financial statements prepared by the board of managers showing that sufficient funds are available for distribution. The amount to be distributed may not exceed realised profits since the end of the last financial year, increased by profits carried forward and distributable reserves, but decreased by losses carried forward and sums to be allocated to a reserve which the Law or these articles of association do not allow to be distributed.

24.2 Any share premium, assimilated premium or other distributable reserve may be freely distributed to the shareholders subject to the provisions of the Law and these articles of association.

G. Liquidation

Art. 25. Liquidation.

25.1 In the event of dissolution of the Company in accordance with article 3.2 of these articles of association, the liquidation shall be carried out by one or several liquidators who are appointed by the general meeting of shareholders deciding such dissolution and which shall determine their powers and their compensation. Unless otherwise provided, the liquidators shall have the most extensive powers for the realisation of the assets and payment of the liabilities of the Company.

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

H. Final clause - Governing law

Art. 26. Governing law. All matters not governed by these articles of association shall be determined in accordance with the Law.

Transitional provisions

1. The first financial year shall begin on the date of incorporation of the Company and terminate on the thirty-first of December, two thousand and fourteen.

2. Interim dividends may be distributed during the Company's first financial year.

Subscription and payment

The one hundred thousand (100,000) shares issued have been subscribed as follows:

- Eighty thousand (80,000) class A shares have been subscribed by Sheikh Hassan Khalid H.A. Al-Thani, aforementioned, for the price of eighty thousand euros (EUR 80,000);

- Ten thousand (10,000) class B shares have been subscribed by PALOMETA s.à r.l., aforementioned, for the price of ten thousand euros (EUR 10,000);

- Five thousand (5,000) class B shares have been subscribed by Tampa S.à r.l., aforementioned, for the price of five thousand euros (EUR 5,000); and

- Five thousand (5,000) class B shares have been subscribed by Dia A.M. Naser, aforementioned, for the price of five thousand euros (EUR 5,000).

The shares so subscribed have been fully paid up by a contribution in cash so that the amount of one hundred thousand euro (EUR 100,000) is as of now available to the Company, as it has been justified to the undersigned notary.

The total contribution in the amount of one hundred thousand euros (EUR 100,000) is entirely allocated to the share capital.

Expenses

The expenses, costs, remunerations or charges in any form whatsoever incurred by the Company or which shall be borne by the Company in connection with its incorporation are estimated at approximately EUR 1,700.-.

Resolutions of the shareholders

The incorporating shareholders, representing the entire share capital of the Company and having waived any convening requirements, have passed the following resolutions:

1. The address of the registered office of the Company is set at 19, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg.

2. The following person is appointed as A manager of the Company for an unlimited term:

Sheikh Hassan Khalid H.A. Al-Thani, born in Doha, Qatar, on 1 st January 1957, residing at Al Bidda 1, Doha, Qatar.

3. The following person is appointed as B manager of the Company for an unlimited term:

Anne-Catherine Grave, born in Comines, France, on 23 July 1974, professionally residing at 19, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg.

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

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

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

Suit la traduction française de ce qui précède.

L'an deux mille quatorze, le dix-huit février.

Par-devant nous, Maître Henri Hellinckx, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg.

ONT COMPARU:

1. Sheikh Hassan Khalid H.A. Al-Thani, né à Doha, Qatar, le 1 er janvier 1957, résidant à Al Bidda 1, Doha, Qatar,

dûment représenté par Madame Sabrina Hajek, Avocat, résidant professionnellement à Luxembourg, en vertu d'une procuration donnée à Doha, le 12 février 2014.

2. PALOMETA s.à r.l., une société à responsabilité limitée constituée et existant selon les lois du Grand-Duché de Luxembourg, immatriculée auprès du Registre de Commerce et des Société de Luxembourg sous le numéro B 181.943, ayant son siège social au 14, rue Bernard Haal, L-1711 Luxembourg, Grand-Duché de Luxembourg,

dûment représentée par Madame Sabrina Hajek, Avocat, résidant professionnellement à Luxembourg, en vertu d'une procuration donnée à Magny-le-Hongre, le 7 février 2014.

3. Tampa S.à r.l., une société à responsabilité limitée, constituée et existante sous les lois de Suisse, immatriculée auprès du Registre du Commerce de Genève sous le numéro CH-660.3.240.010-4, ayant son siège social au 7 Avenue de Thônex, 1226 Thônex, Suisse,

dûment représentée par Madame Sabrina Hajek, Avocat, résidant professionnellement à Luxembourg, en vertu d'une procuration donnée à Thônex, le 12 février 2014.

4. Dia A.M. Naser, né à Jinin, Jordanie, le 23 septembre 1963, résidant à Al Maamoura compound, Doha, Qatar,

dûment représenté par Madame Sabrina Hajek, Avocat, résidant professionnellement à Luxembourg, en vertu d'une procuration donnée à Doha, le 12 février 2014.

Lesdites procurations, paraphées ne varietur par le mandataire des comparants et le notaire, resteront annexées au présent acte pour être soumises avec lui aux formalités d'enregistrement.

Les comparants ont requis le notaire instrumentant de dresser l'acte de constitution d'une société à responsabilité limitée qu'ils souhaitent constituer avec les statuts suivants:

A. Nom - Objet - Durée - Siège social

Art. 1 er . Nom - Forme. Il existe une société à responsabilité limitée sous la dénomination «Fantasia Holding S.à r.l.» (ci-après la «Société») qui sera régie par la loi du 10 août 1915 concernant les sociétés commerciales, telle que modifiée (la «Loi»), ainsi que par les présents statuts.

Art. 2. Objet.

2.1 La Société a pour objet la détention de participations, sous quelque forme que ce soit, dans des sociétés luxembourgeoises et étrangères et de toute autre forme de placement, l'acquisition par achat, souscription ou de toute autre manière, de même que le transfert par vente, échange ou toute autre manière de valeurs mobilières de tout type, ainsi que l'administration, la gestion, le contrôle et la mise en valeur de son portefeuille de participations.

2.2 La Société peut également garantir, accorder des sûretés, accorder des prêts ou assister de toute autre manière des sociétés dans lesquelles elle détient une participation directe ou indirecte ou un droit de quelque nature que ce soit ou qui font partie du même groupe de sociétés que la Société.

2.3 Excepté par voie d'appel publique à l'épargne, la Société peut lever des fonds en faisant des emprunts sous toute forme ou en émettant toute sorte d'obligations, de titres ou d'instruments de dettes, d'obligations garanties ou non garanties, et d'une manière générale en émettant des valeurs mobilières de tout type.

2.4 La Société a, en outre, pour objet l'acquisition et la vente de biens immobiliers soit au Grand-Duché de Luxembourg, soit à l'étranger, y compris la détention de participations directes ou indirectes dans des sociétés luxembourgeoises ou étrangères dont l'objet principal est l'acquisition, le développement, la promotion, la vente, la gestion et/ou la location de biens immobiliers.

2.5 La Société peut exercer toute activité de nature commerciale, industrielle, financière, immobilière ou de propriété intellectuelle qu'elle estime utile pour l'accomplissement de ces objets.

Art. 3. Durée.

3.1 La Société est constituée pour une durée illimitée.

3.2 Elle peut être dissoute à tout moment et sans cause par une décision de l'assemblée générale des associés, adoptée selon les conditions requises pour une modification des présents statuts.

Art. 4. Siège social.

4.1 Le siège social de la Société est établi dans la ville de Luxembourg, Grand-Duché de Luxembourg.

4.2 Le siège social peut être transféré au sein de la même commune par décision du conseil de gérance. Il peut être transféré dans toute autre commune du Grand-Duché de Luxembourg par décision de l'assemblée générale des associés, adoptée selon les conditions requises pour une modification des présents statuts.

4.3 Des succursales ou bureaux peuvent être créés, tant au Grand-Duché de Luxembourg qu'à l'étranger, par décision du conseil de gérance.

4.4 Dans l'hypothèse où le conseil de gérance estimerait que des événements exceptionnels d'ordre politique, économique ou social ou des catastrophes naturelles se sont produits ou seraient imminents, de nature à interférer avec l'activité normale de la Société à son siège social, il pourra transférer provisoirement le siège social à l'étranger jusqu'à la cessation complète de ces circonstances exceptionnelles; ces mesures provisoires n'auront toutefois aucun effet sur la nationalité de la Société, laquelle, nonobstant ce transfert provisoire, restera luxembourgeoise.

B. Capital social - Parts sociales

Art. 5. Capital social.

5.1 Le capital social de la Société est fixé à cent mille euros (EUR 100.000), représenté par quatre-vingt mille (80.000) parts sociales de classe A ayant une valeur nominale d'un euro (EUR 1) chacune et vingt mille (20.000) parts sociales de classe B ayant une valeur nominale d'un euro (EUR 1) chacune.

5.2 Le capital social de la Société peut être augmenté ou réduit par une décision de l'assemblée générale des associés de la Société, adoptée selon les modalités requises pour la modification des présents statuts.

5.3 La Société peut racheter ses propres parts sociales.

Art. 6. Parts sociales.

6.1 Les parts sociales de la Société sont nominatives.

6.2 La Société peut avoir un ou plusieurs associés, avec un nombre maximal de quarante (40) associés.

6.3 Le décès, la suspension des droits civils, la dissolution, la liquidation, la faillite ou l'insolvabilité ou tout autre événement similaire d'un des associés n'entraînera pas la dissolution de la Société.

Art. 7. Registre des parts sociales - Transfert des parts sociales.

7.1 Un registre des parts sociales est tenu au siège social de la Société où il est mis à disposition de chaque associé pour consultation. Ce registre contient toutes les informations requises par la Loi. Des certificats d'inscription peuvent être émis sur demande et aux frais de l'associé demandeur.

7.2 La Société ne reconnaît qu'un seul titulaire par part sociale. Les copropriétaires indivis nommeront un représentant unique qui les représentera vis-à-vis de la Société. La Société a le droit de suspendre l'exercice de tous les droits relatifs à cette part sociale, jusqu'à ce qu'un tel représentant ait été désigné.

7.3 Les parts sociales ne sont librement cessibles entre associés et un tel transfert est soumis à l'autorisation des associés représentant une majorité des trois quarts du capital social.

7.4 Inter vivos, les parts sociales seront uniquement transférables à de nouveaux associés sous réserve qu'une telle cession ait été approuvée par les associés représentant une majorité des trois quarts du capital social.

7.5 Toute cession de parts sociales est opposable à la Société et aux tiers sur notification de la cession à, ou après l'acceptation de la cession par la Société conformément aux dispositions de l'article 1690 du Code civil.

7.6 En cas de décès, les parts sociales de l'associé décédé pourront être uniquement transférées au nouvel associé sous réserve qu'un tel transfert ait été approuvé par les associés survivants à une majorité des trois quarts du capital social.

Art. 8. Droit de Préemption - Droit de Retrait - Obligation de Cession.

8.1. En plus de l'approbation prévue à l'article 7 et sous réserve des dispositions contenues dans un pacte d'associés qui pourrait être conclu le cas échéant, les Cessions de Titres (telles que définies ci-après) sont soumises aux stipulations suivantes:

Pour les besoins de cet article 8, «Titre(s)» signifie la nue-propriété, l'usufruit ou la pleine propriété:

(a) des parts sociales de la Société présentes et à venir, qu'elles soient créées du chef des parts sociales existantes ou acquises dans toute autre condition;

(b) les avances d'associés au profit de la Société;

(c) des droits de souscription de parts sociales de la Société en cas d'augmentation de capital en numéraire, des droits d'attribution de parts sociales de la Société gratuites en cas d'augmentation de capital portant incorporation de réserve et/ou de prime; et

(d) de manière générale, de tous les droits, titres, bons autonomes de souscription, instruments financiers, obligations convertibles, valeurs mobilières composées ou autonomes pouvant donner accès, immédiatement ou à terme, au capital et/ou aux droits de vote de la Société.

Pour les besoins de cet article 8, «Cession» signifie toute mutation, directe ou indirecte, actuelle ou éventuelle, à titre gratuit ou onéreux, par quelque mode que ce soit (vente, apport, donation, échange, fusion, scission, mise en gage, etc.) de tout ou partie des Titres. Est assimilé à la Cession tout changement direct ou indirect de la propriété d'un associé lui-même. Est assimilée à une Cession la renonciation au droit de souscription au profit de personnes dénommées, ainsi que la conclusion d'une convention avec un tiers non-associé aux termes de laquelle les contractants s'engagent à agir de concert relativement aux droits de vote ou aux droits économiques (tel que, par exemple, convention de croupier). Ne constitue pas une Cession, la mise en gage des Titres au profit d'un établissement de crédit à condition que cette mise en gage ait été autorisée par le conseil de gérance de la Société. L'exécution d'un tel gage par l'appropriation des Titres gagés par l'établissement de crédit n'est pas non plus à qualifier de Cession. Les termes «cessionnaire» et «cédant» seront interprétés en conséquence.

Toute Cession prétendue de Titres qui n'aura pas été réalisée conformément aux présents statuts et à un éventuel pacte d'associés qui pourra être conclu de temps en temps entre les associés, sera considérée comme nulle et non avenue, et la Société devra refuser (i) de reconnaître une telle Cession et (ii) de la faire refléter dans son registre des associés.

8.2. Dans la mesure où des avances ont été effectuées par les associés, toute cession de parts sociales de la Société devra nécessairement être réalisée de manière conjointe avec la part proportionnelle des avances d'associés de la partie cédante au même acquéreur et inversement toute cession d'avances d'associés devra nécessairement être réalisée de manière conjointe avec la part proportionnelle parts sociales de la Société détenues par la partie cédante au même acquéreur.

8.3. Notification d'un projet de Cession de Titres

8.3.1. Pour les besoins de l'exercice du Droit de Préemption, du Droit de Retrait et de l'obligation de Cession (tels que définis aux articles 8.4, 8.5 et 8.6 des présents statuts), chaque actionnaire sera tenu de notifier à la Société tout projet de Cession de Titres qu'il envisage au profit d'un ou de plusieurs tiers ou associés (la «Notification Initiale»). La Société notifiera la Notification Initiale dans les meilleurs délais aux associés lorsque ladite notification fait naître des droits dans leur chef.

8.3.2. La Notification Initiale doit contenir s'il s'agit d'une personne physique, les nom, prénom et adresse du cessionnaire projeté (ou s'il s'agit d'une personne morale, ses dénomination, forme juridique, siège social et l'identité de ses principaux associés ou associés (et des bénéficiaires économiques ultimes), le nombre de Titres à céder (et le pourcentage de capital que le cédant conservera le cas échéant après la cession envisagée), le prix de Cession proposé (ou la valeur des Titres s'il ne s'agit pas d'un transfert contre une rémunération en numéraire) et les autres conditions de la Cession projetée.

8.3.3. La Notification Initiale vaudra offre de Cession (pour l'application du Droit de Préemption) et offre d'achat (pour l'application du Droit de Retrait), aux prix et conditions mentionnés dans la Notification Initiale, au profit de la Société et de tous les associés concernés, lorsque ces droits trouvent à s'appliquer.

8.4. Droit de Préemption

8.4.1. Sous réserve du cas visé à l'article 8.6, chaque actionnaire accorde à la Société et aux associés détenteurs de parts sociales de classe A, en cas de Cession, un droit de préemption sur les Titres et faisant l'objet de la Cession projetée, dans les conditions et selon les modalités prévues ci-après (le «Droit de Préemption»).

8.4.2. Si la Société et/ou les associés détenteurs de parts sociales de classe A désirent exercer leur Droit de Préemption, ils doivent préempter l'entièreté des titres faisant l'objet de la Cession projetée et ils doivent le notifier (la «Notification de Préemption») à l'actionnaire cédant dans le délai maximum de trente (30) jours à compter de la Notification Initiale. Si plusieurs associés ou plusieurs associés et la Société exercent leur Droit de Préemption pour une Cession déterminée, le Droit de Préemption de chacun de ces associés (et la Société, le cas échéant) s'exercera sur les Titres de la Cession en proportion de leur nombre de parts sociales détenues le jour qui précède la Notification Initiale.

8.4.3. Faute pour la Société ou les associés de la Société de notifier leur intention de préempter dans le délai précité à l'article 8.4.2 des présents statuts, ils seront réputés avoir définitivement renoncé à exercer ce droit pour la Cession en cause.

8.4.4. En cas de préemption telle que prévue ci-avant, la Cession résultant de la préemption sera réalisée aux termes et conditions figurant dans la Notification Initiale, dans les trente (30) à compter de l'obtention de l'évaluation.

8.4.5. En cas de non-réalisation de la Cession résultant de la préemption dans le délai prévu du fait de la carence de la Société ou des associés ayant exercé leur Droit de Préemption, la Cession des Titres sera libre au profit du cessionnaire figurant dans la Notification Initiale aux prix et conditions y figurant.

8.4.6 En cas de non-préemption, la Cession prévue initialement devra intervenir, au profit du cessionnaire projeté et aux prix et conditions de la Notification Initiale, dans les trente (30) jours de l'expiration du délai visé à l'article 8.4.2 des présents statuts, sous réserve, le cas échéant, de l'exercice du Droit de Retrait visé ci-après. Passé ce délai, la Cession projetée devra à nouveau être soumise au Droit de Préemption.

8.5. Droit de Retrait (tag-along)

8.5.1. Sans préjudice quant à l'article 8.4, si un ou plusieurs associés envisage(nt), seul ou ensemble, une ou plusieurs Cessions de Titres, aux termes de laquelle un ou plusieurs tiers, agissant seul ou de concert entre eux ou avec un ou plusieurs associés, viendraient à détenir ensemble, à l'issue de la ou des Cessions, directement ou indirectement, plus de soixante-quinze pourcent (75%) du capital et/ou des droits de vote de la Société, alors le(les) cédant(s), s'engage(nt) préalablement, à acquérir -ou à faire acquérir par la Société ou par le cessionnaire projeté - la totalité des Titres détenus par les autres associés en faisant la demande (le «Droit de Retrait»). La ou les Cessions de Titres résultant de l'exercice du Droit de Retrait seront réalisées aux prix et modalités décrits dans la Notification Initiale, dans les trente (30) jours de l'expiration du délai visé à l'article 8.5.2.

8.5.2. L'associé qui souhaite exercer le Droit de Retrait est tenue de le notifier au(x) cédant(s), ainsi qu'à la Société, dans le délai maximum de trente (30) jours à compter de la date de la Notification Initiale, telle que prévue par l'article 8.3 des présents statuts. Faute pour un associé de notifier son intention dans le délai précité, il sera réputé avoir définitivement renoncé à exercer ce droit pour la Cession en cause, sans préjudice du droit pour la Société d'exercer son Droit de Préemption conformément aux dispositions de l'article 8.4 des présents statuts.

8.5.3. En l'absence d'exercice du Droit de Retrait, la cession projetée initialement par le cédant sera réalisée aux prix et modalités décrits dans la Notification Initiale, dans les trente (30) jours de l'expiration du délai de trente (30) jours prévu à l'article 8.5.2 ci-dessus, sous réserve de l'exercice du Droit de Préemption, le cas échéant. Faute pour le cédant de réaliser la cession projetée dans ce délai, les Titres concernés par l'opération projetée seront à nouveau soumis à la procédure prévue par le présent article 8.5.

8.5.4. Dans le cas d'une Cession où à la fois une opération telle que le Droit de Préemption et le Droit de Retrait pourraient s'exercer, chaque associé sera libre d'exercer le Droit de Retrait. Dans une telle hypothèse où la Société préempte les Titres proposés à la Cession, alors qu'un associé a exercé son Droit de Retrait, la Société qui préempte devra acquérir les Titres cédés par l'associé en exercice de son Droit de Retrait.

8.6. Obligation de Cession (drag-along)

Dans le cas où un ou plusieurs cédants détenteurs de parts sociales de classe A auraient accepté une offre ferme faite par un tiers (l'«Acquéreur») consistant en la Cession de Titres par laquelle ce tiers viendrait à détenir directement ou indirectement, plus de cinquante pour cent (50 %) du capital de la Société (le «Contrôle»), les autres associés seront tenus de céder à l'Acquéreur la totalité des Titres qu'ils détiennent aux prix et modalités décrits dans la Notification Initiale et offerts par l'Acquéreur aux associés cédants. A cet effet, les cédants devront en notifier les autres associés au plus tard soixante (60) jours avant la date prévue pour la Cession de tous les Titres, cette notification devant contenir les mêmes informations, mutatis mutandis, que celles prévues pour la Notification Initiale à l'article 8.3 des présents statuts. La présente disposition s'analyse comme une promesse irrévocable de vente consentie par les autres associés.

8.7. Mort ou d'incapacité d'un associé

9.7.1. L'incapacité d'un associé d'exécuter ses obligations est constatée par le conseil de gérance de la Société pris à une majorité de trois quarts des voix des gérants présents ou représentés (la «Constatation d'Incapacité»).

9.7.2. En cas de décès d'un associé ou de Constatation d'Incapacité, la Société et les autres associés / associés détenteurs de parts sociales de classe A ont une option d'achat sur l'intégralité des Titres de l'associé décédé ou constaté incapable (l'«Option d'Achat»). Dans les sept (7) jours ouvrables suivant la prise de connaissance par la Société du décès ou de la Constatation d'Incapacité, le conseil d'administration notifie le décès ou la Constatation d'Incapacité aux autres associés. Cette notification doit contenir l'identité de l'associé décédé ou constatée incapable et le nombre de Titres détenus (la «Notification de Décès/d'Incapacité»).

9.7.3 Si la Société et/ou les associés détenteurs de parts sociales de classe A désirent exercer leur Option d'Achat, ils ne peuvent opter que d'acheter l'entièreté des Titres faisant l'objet de l'Option d'Achat et ils doivent le notifier (la «Notification d'Option») aux héritiers de l'associé décédé ou à l'associé déclaré incapable dans le délai maximum de trente (30) jours à compter de la Notification de Décès/d'Incapacité. Si plusieurs associés ou plusieurs associés et la Société exercent leur Option d'Achat, l'Option d'Achat de chacun de ces associés (et de la Société, le cas échéant) s'exercera sur les Titres faisant l'objet de l'Option d'Achat en proportion de leur nombre de parts sociales détenues le jour qui précède la Notification de Décès/d'Incapacité.

9.7.4. En cas d'exercice des options telles que prévues ci-avant, la vente devra être réalisée dans les trente (30) à compter de l'obtention de l'évaluation, à un prix étant le montant la moyenne des bilans des trois (3) derniers exercices ou des derniers exercices disponibles si la Société n'a pas encore clôturé trois (3) exercices.

9.7.5. Faute pour la Société ou les associés de notifier leur intention de préempter dans le délai précité à l'article 9.7.3. des présents statuts ou en cas de non réalisation de la vente suivant l'exercice de l'obligation dans les trente (30) jours de l'obtention de l'évaluation prévue à l'article 9.7.4 des présents statuts, les bénéficiaires de l'Option d'Achat seront réputés avoir définitivement renoncé à exercer ce droit pour les Titres en cause.

C. Décisions des associés

Art. 9. Décisions collectives des associés.

9.1 L'assemblée générale des associés est investie des pouvoirs qui lui sont expressément réservés par la Loi et par les présents statuts.

9.2 Chaque associé a la possibilité de participer aux décisions collectives quel que soit le nombre de parts sociales qu'il détient.

9.3 Dans l'hypothèse où et tant que la Société n'a pas plus de vingt-cinq (25) associés, des décisions collectives qui relèveraient d'ordinaire de la compétence de l'assemblée générale, pourront être valablement adoptées par voie de décisions écrites. Dans une telle hypothèse, chaque associé recevra le texte de ces résolutions ou des décisions à adopter expressément formulées et votera par écrit.

9.4 En cas d'associé unique, cet associé exercera les pouvoirs dévolus à l'assemblée générale des associés en vertu des dispositions de la section XII de la Loi et des présents statuts. Dans cette hypothèse, toute référence faite à «l'assemblée générale des associés» devra être entendue comme une référence à l'associé unique selon le contexte et le cas échéant et les pouvoirs conférés à l'assemblée générale des associés seront exercés par l'associé unique.

Art. 10. Assemblées générales des associés. Dans l'hypothèse où la Société aurait plus de vingt-cinq (25) associés, une assemblée générale des associés devra être tenue au minimum dans les six (6) mois suivant la fin de l'exercice social au Luxembourg au siège social de la Société ou à tout autre endroit tel que précisé dans la convocation [à cette assemblée générale]. D'autres] assemblées générales d'associés pourront être tenues aux lieux et heures indiquées dans les convocations [aux assemblées générales] correspondantes. Si tous les associés sont présents ou représentés à l'assemblée générale des associés et renoncent aux formalités de convocation, l'assemblée pourra être tenue sans convocation ou publication préalable.

Art. 11. Quorum et vote.

11.1 Chaque associé a un nombre de voix égal au nombre de parts qu'il détient.

11.2 Sous réserve d'un quorum plus élevé prévu par les présents statuts ou la Loi, les décisions collectives des associés de la Société ne seront valablement adoptées que pour autant qu'elles auront été adoptées par des associés détenant plus de la moitié du capital social. Si ce chiffre n'est pas atteint à la première réunion ou consultation par écrit, les associés peuvent être convoqués ou consultés une seconde fois par lettres recommandées avec la même agenda et les décisions sont valablement prises à la majorité des votes émis, quelle que soit la portion du capital représenté.

Art. 12. Changement de nationalité. Les associés ne peuvent changer la nationalité de la Société qu'avec le consentement unanime des associés.

Art. 13. Modification des statuts. Toute modification des statuts requiert l'accord d'une (i) majorité des associés (ii) représentant au moins les trois quarts du capital social.

D. Gérance

Art. 14. Pouvoirs du gérant unique - Composition et pouvoirs du conseil de gérance.

14.1 La Société peut être gérée par un ou plusieurs gérants. Si la Société a plusieurs gérants, les gérants forment un conseil de gérance.

14.2 Lorsque la Société est gérée par un gérant unique, le cas échéant et lorsque le terme «gérant unique» n'est pas expressément mentionné dans ces statuts, une référence au «conseil de gérance» dans ces statuts devra être entendue comme une référence au «gérant unique».

14.3 Le conseil de gérance est investi des pouvoirs les plus étendus pour agir au nom de la Société et pour prendre toute mesure nécessaire ou utile pour l'accomplissement de l'objet social de la Société, à l'exception des pouvoirs réservés par la Loi ou par les présents statuts à l'assemblée générale des associés.

Art. 15. Nomination, révocation des gérants et durée du mandat des gérants.

15.1 Le(s) gérant(s) est (sont) nommé(s) par l'assemblée générale des associés qui détermine sa (leur) rémunération et la durée de son (leur) mandat.

15.2 Le(s) gérant(s) est (sont) nommé(s) et peu(ven)t être librement révoqué(s) à tout moment, avec ou sans motif, par une décision des associés représentant plus de la moitié du capital social de la Société.

15.3 L'assemblée générale des associés peut décider de nommer des gérants de différentes classes, en l'occurrence des gérants de classe A et des gérants de classe B.

Art. 16. Vacance d'un poste de gérant.

16.1 Dans l'hypothèse où un poste de gérant deviendrait vacant suite au décès, à l'incapacité juridique, la faillite, la démission ou pour tout autre motif, cette vacance peut être pourvue de manière temporaire et pour une période ne pouvant excéder celle du mandat initial du gérant remplacé par les gérants restants jusqu'à la prochaine assemblée des associés appelée à statuer sur la nomination permanente, conformément aux dispositions légales applicables.

16.2 Dans l'hypothèse où la vacance survient alors que la Société est gérée par un gérant unique, cette vacance est comblée sans délai par l'assemblée générale des associés.

Art. 17. Convocation aux réunions du conseil de gérance.

17.1 Le conseil de gérance se réunit sur convocation de tout gérant. Les réunions du conseil de gérance sont tenues au siège social de la Société sauf indication contraire dans la convocation à la réunion.

17.2 Avis écrit de toute réunion du conseil de gérance doit être donné aux gérants au minimum vingt-quatre (24) heures à l'avance par rapport à l'heure fixée dans la convocation, sauf en cas d'urgence, auquel cas la nature et les motifs d'une telle urgence seront mentionnées dans la convocation. Une telle convocation peut être omise en cas d'accord écrit de chaque gérant, par télécopie, courrier électronique ou par tout autre moyen de communication. Une copie d'un tel document signé constituera une preuve suffisante d'un tel accord. Aucune convocation préalable ne sera exigée pour un conseil de gérance dont le lieu et l'heure auront été déterminés par une décision adoptée lors d'un précédent conseil de gérance, communiquée à tous les membres du conseil de gérance.

17.3 Aucune convocation préalable ne sera requise dans l'hypothèse où les tous les gérants seront présents ou représentés à un conseil de gérance et renonceraient aux formalités de convocation ou dans l'hypothèse de décisions écrites et approuvées par tous les membres du conseil de gérance.

Art. 18. Conduite des réunions du conseil de gérance.

18.1 Le conseil de gérance peut élire un président du conseil de gérance parmi ses membres. Il peut également désigner un secrétaire, qui peut ne pas être membre du conseil de gérance et qui sera chargé de tenir les procès-verbaux des réunions du conseil de gérance.

18.2 Le président du conseil de gérance, le cas échéant, préside toutes les réunions du conseil de gérance. En son absence, le conseil de gérance peut nommer provisoirement un autre gérant comme président temporaire par un vote à la majorité des voix présentes ou représentées à la réunion.

18.3 Tout gérant peut se faire représenter à toute réunion du conseil de gérance en désignant tout autre gérant comme son mandataire par écrit, télécopie, courrier électronique ou tout autre moyen de communication, une copie du mandat en constituant une preuve suffisante. Un gérant peut représenter un ou plusieurs, mais non l'intégralité des membres du conseil de gérance.

18.4 Les réunions du conseil de gérance peuvent également se tenir par téléconférence ou vidéoconférence ou par tout autre moyen de communication similaire permettant à toutes les personnes y participant de s'entendre mutuellement sans discontinuité et garantissant une participation effective à cette réunion. La participation à une réunion par ces moyens équivaut à une participation en personne et la réunion tenue par de tels moyens de communication est réputée s'être tenue au siège social de la Société.

18.5 Le conseil de gérance ne peut délibérer ou agir valablement que si au moins la majorité de ses membres est présente ou représentée à une réunion du conseil de gérance. Dans l'hypothèse où l'assemblée générale des associés a nommé différentes classes de gérants (en l'occurrence des gérants de classe A et des gérants de classe B) le conseil de gérance pourra délibérer ou agir valablement seulement si au moins un (1) gérant de classe A et un (1) gérant de classe B est présent ou représentée à la réunion.

18.6 Les décisions sont prises à la majorité des voix des gérants présents ou représentés à chaque réunion du conseil de gérance. Dans l'hypothèse où l'assemblée générale des associés a nommé différentes classes de gérants (en l'occurrence des gérants de classe A et des gérants de classe B), les décisions devront être prises à la majorité des gérants présents ou représentés incluant au moins un (1) gérant de classe A et un (1) gérant de classe B. Le président du conseil de gérance, le cas échéant, ne dispose pas d'une voix prépondérante.

18.7 Le conseil de gérance peut, à l'unanimité, prendre des décisions par voie circulaire en exprimant son approbation par écrit, télécopie, courrier électronique ou par tout autre moyen de communication. Chaque gérant peut exprimer son consentement séparément, l'ensemble des consentements attestant de l'adoption des décisions. La date de ces décisions sera la date de la dernière signature.

Art. 19. Procès-verbaux des réunions du conseil de gérance; procès-verbaux des décisions du gérant unique.

19.1 Les procès-verbaux de toutes les réunions du conseil de gérance seront signés par le président, le cas échéant, ou, en son absence, par le président temporaire, et le secrétaire, (le cas échéant) ou par deux (2) gérants. Dans l'hypothèse où l'assemblée générale des associés a nommé différentes classes de gérants (en l'occurrence des gérants de classe A et des gérants de classe B), les procès-verbaux de chacune des réunions du conseil de gérance devront être signés par un (1) gérant de classe A et un (1) gérant de classe B (y compris par voie de représentation). Les copies ou extraits de ces procès-verbaux qui pourront être produits en justice ou autre seront, le cas échéant, signés par le président ou par deux (2) gérants. Dans l'hypothèse où l'assemblée générale des associés a nommé différentes classes de gérants (en l'occurrence

des gérants de classe A et des gérants de classe B), les copies et extraits de ces procès-verbaux qui pourront être produits en justice ou autre, devront être signés par un (1) gérant de classe A et un (1) gérant de classe B (y compris par voie de représentation).

19.2 Les décisions du gérant unique sont retranscrites dans des procès-verbaux qui seront signés par le gérant unique. Les copies ou extraits de ces procès-verbaux qui pourront être produits en justice ou dans tout autre contexte seront signés par le gérant unique.

Art. 20. Rapports avec les tiers. La Société sera valablement engagée vis-à-vis des tiers en toutes circonstances (i) par la signature du gérant unique, ou, si la Société a plusieurs gérants, par la signature conjointe de deux (2) gérants, ou (ii) par la signature conjointe ou la seule signature de toute(s) personne(s) à laquelle/auxquelles pareil pouvoir de signature aura été délégué par le conseil de gérance, dans les limites de cette délégation. Dans l'hypothèse où l'assemblée générale des associés a nommé différentes classes de gérants (en l'occurrence des gérants de classe A et des gérants de classe B), la Société sera valablement engagée seulement (i) par la signature conjointe d'au moins un (1) gérant de classe A et un (1) gérant de classe B (y compris par voie de représentation) ou (ii) par la signature conjointe ou la seule signature de toute(s) personne(s) à laquelle/auxquelles pareil pouvoir de signature aura été délégué par le conseil de gérance, dans les limites de cette délégation.

E. Audit et surveillance

Art. 21. Commissaire - réviseur d'entreprises agréé.

21.1 Dans l'hypothèse où, et tant que la Société aura plus de vingt-cinq (25) associés, les opérations de la Société seront surveillées par un ou plusieurs commissaires. L'assemblée générale des associés désigne les commissaires et détermine la durée de leurs fonctions.

21.2 Un commissaire pourra être révoqué à tout moment, sans préavis et sans motif, par l'assemblée générale des associés.

21.3 Le commissaire a un droit illimité de surveillance et de contrôle permanents sur toutes les opérations de la Société.

21.4 Si les associés de la Société désignent un ou plusieurs réviseurs d'entreprises agréés conformément à l'article 69 de la loi du 19 décembre 2002 concernant le registre de commerce et des sociétés ainsi que la comptabilité et les comptes annuels des entreprises, telle que modifiée, la fonction de commissaire sera supprimée.

21.5 Le réviseur d'entreprises agréé ne pourra être révoqué par l'assemblée générale des associés que pour juste motif ou avec son accord.

F. Exercice social - Affectation des bénéfices - Acomptes sur dividendes

Art. 22. Exercice social. L'exercice social de la Société commence le premier janvier de chaque année et se termine le trente-et-un décembre de la même année.

Art. 23. Comptes annuels - Distribution des bénéfices.

23.1 Au terme de chaque exercice social, les comptes sont clôturés et le conseil de gérance dresse un inventaire de l'actif et du passif de la Société, le bilan et le compte de profits et pertes, conformément à la loi.

23.2 Sur les bénéfices annuels nets de la Société, cinq pour cent (5%) au moins seront affectés à la réserve légale. Cette affectation cessera d'être obligatoire dès que et tant que le montant total de la réserve légale de la Société atteindra dix pour cent (10%) du capital social de la Société.

23.3 Les sommes apportées à une réserve de la Société par un associé peuvent également être affectées à la réserve légale, si cet associé consent à cette affectation. Les sommes apportées par un associé détenteur de parts sociales de classe A à une réserve librement distribuable de la Société pourront seulement être distribuées à cet associé.

23.4 En cas de réduction du capital social, la réserve légale de la Société pourra être réduite en proportion afin qu'elle n'excède pas dix pour cent (10%) du capital social.

23.5 Sur proposition du conseil de gérance, l'assemblée générale des associés décide de l'affectation du solde des bénéfices distribuables de la Société conformément à la Loi et aux présents statuts.

23.6 Les distributions aux associés sont effectuées en proportion du nombre de parts sociales qu'ils détiennent dans la Société.

Art. 24. Acomptes sur dividendes - Prime d'émission et primes assimilées.

24.1 Le conseil de gérance peut décider de distribuer des acomptes sur dividendes sur la base d'un état comptable intermédiaire préparé par le conseil de gérance et faisant apparaître que des fonds suffisants sont disponibles pour être distribués. Le montant destiné à être distribué ne peut excéder les bénéfices réalisés depuis la fin du dernier exercice social, augmentés des bénéfices reportés et des réserves distribuables, mais diminués des pertes reportées et des sommes destinées à être affectées à une réserve dont la Loi ou les présents statuts interdisent la distribution.

24.2 Toute prime d'émission, prime assimilée ou réserve distribuable peut être librement distribuée aux associés conformément à la Loi et aux présents statuts.

G. Liquidation

Art. 25. Liquidation.

25.1 En cas de dissolution de la Société conformément à l'article 3.2 des présents statuts, la liquidation sera effectuée par un ou plusieurs liquidateurs nommés par l'assemblée générale des associés ayant décidé de cette dissolution et qui fixera les pouvoirs et émoluments de chacun des liquidateurs. Sauf disposition contraire, les liquidateurs disposeront des pouvoirs les plus étendus pour la réalisation de l'actif et du passif de la Société.

25.2 Le surplus résultant de la réalisation de l'actif et du passif sera distribué entre les associés en proportion du nombre de parts sociales qu'ils détiennent dans la Société.

H. Disposition finale - Loi applicable

Art. 26. Loi applicable. Tout ce qui n'est pas régi par les présents statuts, sera déterminé en conformité avec la Loi.

Dispositions transitoires

1. Le premier exercice social commence le jour de la constitution de la Société et se terminera le trente et un décembre 2014.

2. Des acomptes sur dividendes pourront être distribués pendant le premier exercice social de la Société.

Souscription et paiement

Les cent mille (100.000) parts sociales émises ont été souscrites comme suit:

- Quatre-vingt mille (80.000) parts sociales de classe A ont été souscrites par Sheikh Hassan Khalid H.A. Al-Thani, susmentionné, pour un prix de quatre-vingt mille euros (EUR 80.000);

- Dix mille (10.000) parts sociales de classe B ont été souscrites par PALOMETA s.à r.l., susmentionnée, pour un prix de souscription de dix mille euros (EUR 10.000);

- Cinq mille (5.000) parts sociales de classe B ont été souscrites par Tampa S.à r.l., susmentionnée, pour un prix de souscription de cinq mille euros (EUR 5.000); et

- Cinq mille (5.000) parts sociales de classe B ont été souscrites par Dia A.M. Naser, susmentionné, pour un prix de souscription de cinq mille euros (EUR 5.000).

Toutes les parts sociales ainsi souscrites ont été intégralement libérées par voie d'apport en numéraire, de sorte que le montant de cent mille euros (EUR 100.000) est dès à présent à la disposition de la Société, ce dont il a été justifié au notaire soussigné.

L'apport global d'un montant de cent mille euros (EUR 100.000) est entièrement affecté au capital social.

Frais

Le montant des dépenses, frais, rémunérations ou charges, sous quelque forme que ce soit, qui incombent à la Société ou qui sont mis à sa charge en raison de sa constitution est évalué à environ EUR 1.700,-.

Résolutions des associés

Les associés fondateurs, représentant l'intégralité du capital social de la Société et ayant renoncé aux formalités de convocation, ont adopté les résolutions suivantes:

1. L'adresse du siège social de la Société est établie au 19, rue de Bitbourg, L-1273 Luxembourg, Grand-Duché de Luxembourg.

2. La personne suivante est nommée en tant que gérant de classe A de la Société pour une durée indéterminée:

Sheikh Hassan Khalid H.A. Al-Thani, né à Doha, Qatar, le 1 er janvier 1957, résidant à Al Bidda 1, Doha Qatar.

3. La personne suivante est nommée en tant que gérant de classe B de la Société pour une durée indéterminée:

Anne-Catherine Grave, née à Comines, France, le 23 juillet 1974, résidant professionnellement au 19, rue de Bitbourg, L-1273 Luxembourg, Grand-Duché de Luxembourg.

Dont acte, passé à Luxembourg, à la date figurant en tête des présentes.

Le notaire soussigné qui comprend et parle l'anglais, constate sur demande des comparants que le présent acte est rédigé en langue anglaise suivi d'une traduction en français; à la demande des mêmes comparants et en cas de divergence entre le texte anglais et le texte français, le texte anglais fait foi.

L'acte ayant été lu au mandataire des comparants connus du notaire instrumentant par nom, prénom, et résidence, ledit mandataire des comparants a signé avec le notaire le présent acte.

Signé: S. HAJEK et H. HELLINCKX.

Enregistré à Luxembourg A.C., le 19 février 2014. Relation: LAC/2014/7859. Reçu soixante-quinze euros (75.- EUR).

Le Receveur (signé): I. THILL.

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

Luxembourg, le 24 février 2014.

Référence de publication: 2014027794/856.

(140033942) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 février 2014.

Allianz Infrastructure Luxembourg I S.à r.l., Société à responsabilité limitée.

Siège social: L-2450 Luxembourg, 14, boulevard F.D. Roosevelt.

R.C.S. Luxembourg B 157.276.

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In the year two thousand fourteen, on the seventh of February.

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

THERE APPEARED

Allianz Infrastructure Luxembourg Holdco I S.A., a public limited liability company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg, with registered office at 14, boulevard F. D. Roosevelt, L-2450 Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B 164.966,

duly here represented by Mr Lars Junkermann, professionally residing at 14, boulevard F. D. Roosevelt, L-2450 Luxembourg,

Allianz Infrastructure Luxembourg Holdco II S.A., a public limited liability company (société anonyme) incorporated under the laws of the Grand Duchy of Luxembourg, with registered office at 14, boulevard F. D. Roosevelt, L-2450 Luxembourg and registered with the Luxembourg Register of Commerce and Companies under number B 165.370,

duly here represented by Mr Lars Junkermann, professionally residing at 14, boulevard F. D. Roosevelt, L-2450 Luxembourg,

Investitori SGR S.p.A. a company incorporated under Italian law, having its registered office in 23, Corso Italia, I-20122 Milan, Italy and its operational office in 3, Piazzale Lodi, I-20137 Milan and acting as Management Company for the Fondo Chiuso Allianz Infrastructure Partners I (Allianz Infrastructure Partners I),

duly here represented by Mr Lars Junkermann, professionally residing at 14, boulevard F. D. Roosevelt, L-2450 Luxembourg,

and

Allianz France Richelieu I S.A.S, a simplified joint-stock company (société par actions simplifiée) incorporated under the laws of France, with registered office at 87, rue de Richelieu, F-75002 Paris and registered with the Paris Commercial Register (RCS Paris) under number 403 213 390,

duly here represented by Mr Lars Junkermann, professionally residing at 14, boulevard F. D. Roosevelt, L-2450 Luxembourg.

Such appearing parties are the shareholders (the "Shareholders") of "Allianz Infrastructure Luxembourg I S.à r.l.", a société à responsabilité limitée, governed by the laws of the Grand Duchy of Luxembourg, having its registered office at 14, boulevard F. D. Roosevelt, L-2450 Luxembourg, registered with the Luxembourg Register of Commerce and Companies under number B 157.276, incorporated pursuant to a notarial deed dated 26 November 2010, whose articles of incorporation (the "Articles") have been published in the Mémorial C, Recueil des Sociétés et Associations (the "Mémorial C") number 179, on 28 January 2011 (the "Company"). The Articles of the Company were amended for the last time on 11 January 2012 pursuant to a notarial deed, published in the Mémorial C, number 1691, on 5 July 2012.

The appearing parties, represented as stated above, representing the whole corporate capital, require the notary to enact their resolutions as follows:

First resolution

The Shareholders decide to amend article 2, paragraph 2 of the articles of incorporation which shall henceforth read as follows:

"The Company may take all measures which are connected to its corporate object or directly or indirectly beneficial for its corporate object.

The Company must not take on borrowings, except

a) short term borrowings for liquidity management purposes up to an overall amount equivalent to 10% of the total binding commitments received by the Company; and

b) loans or other financing from the direct or indirect shareholders of the Company.".

Second resolution

The Shareholders decide to increase the issued share capital of the Company by an amount of EUR 681,317,514.62 (six hundred eighty-one million three hundred seventeen thousand five hundred fourteen Euros and sixty-two Cents) so as to bring it from its present amount of EUR 50,050.- (fifty thousand fifty Euros) to EUR 681,367,564.62 (six hundred eighty-one million three hundred sixty-seven thousand five hundred sixty-four Euros and sixty two Cents), by creating and issuing 68,131,751,462 (sixty-eight billion one hundred thirty-one million seven hundred fifty-one thousand four

hundred sixty-two) shares (the "New Shares"), with a nominal value of EUR 0.01 (one Cent) each, being issued on the same terms and conditions as the existing shares of the Company and fully paid up by a contribution in kind consisting in:

- an unquestioned claim in the amount of EUR 442,679,418.90 (four hundred forty-two million six hundred seventy-nine thousand four hundred eighteen Euros and ninety Cents) ("Claim 1") which is uncontested, liquid and payable;

- an unquestioned claim in the amount of EUR 153,622,465.86 (one hundred fifty-three million six hundred twenty-two thousand four hundred sixty-five Euros and eighty six Cents) ("Claim 2") which is uncontested, liquid and payable;

- an unquestioned claim in the amount of EUR 49,427,850.08 (forty-nine million four hundred twenty-seven thousand eight hundred fifty Euros and eight Cents) ("Claim 3") which is uncontested, liquid and payable;

- an unquestioned claim in the amount of EUR 35,587,779.78 (thirty-five million five hundred eighty-seven thousand seven hundred seventy-nine Euros and seventy eight Cents) ("Claim 4") which is uncontested, liquid and payable;

Claim 1, Claim 2, Claim 3 and Claim 4 are together referred to as the "Claims".

The Claims are contributed to the Company for an aggregate total amount of EUR 681,317,514.62 (six hundred eighty-one million three hundred seventeen thousand five hundred fourteen Euros and sixty-two Cents) (the "Contribution in Kind") and this amount is allocated to the share capital of the Company.

As it appears from the valuation report presented to the notary that the board of managers of the Company has evaluated the total contribution at EUR 681,317,514.62 (six hundred eighty-one million three hundred seventeen thousand five hundred fourteen Euros and sixty-two Cents), such amount corresponding to the Claims.

Subscription and payment

The new shares are subscribed and fully paid up by:

- Allianz Infrastructure Luxembourg Holdco I S.A., aforementioned, represented as stated above, declares to subscribe for 44,267,941,890 (forty-four billion two hundred sixty-seven million nine hundred forty-one thousand eight hundred ninety) new shares, fully paid up by a contribution in kind consisting of the Claim 1, which is entirely allocated to the share capital of the Company.

- Allianz Infrastructure Luxembourg Holdco II S.A., aforementioned, represented as stated above, declares to subscribe for 15,362,246,586 (fifteen billion three hundred sixty-two million two hundred forty-six thousand five hundred eighty-six) new shares, fully paid up by a contribution in kind consisting of the Claim 2, which is entirely allocated to the share capital of the Company.

- Fondo Chiuso Allianz Infrastructure Partners I, aforementioned, represented as stated above, declares to subscribe for 4,942,785,008 (four billion nine hundred forty-two million seven hundred eighty-five thousand eight) new shares, fully paid up by a contribution in kind consisting of the Claim 3, which is entirely allocated to the share capital of the Company.

- Allianz France Richelieu I S.A.S., aforementioned, represented as stated above, declares to subscribe for (3,558,777,978) three billion five hundred fifty-eight million seven hundred seventy-seven thousand nine hundred seventy-eight new shares, fully paid up by a contribution in kind consisting of the Claim 4, which is entirely allocated to the share capital of the Company.

Evidence of the existence and of the value of the Contribution in Kind is given to the notary.

Third resolution

As a consequence of the above resolution, the Shareholders decide to amend article 5 of the articles of incorporation, in order to reflect the above capital increase, so that henceforth it shall read as follows:

" **Art. 5.** The Company's share capital is fixed at EUR 681,367,564.62 (six hundred eighty-one million three hundred sixty-seven thousand five hundred sixty-four Euros and sixty two Cents), represented by 68,136,756,462 (sixty-eight billion one hundred thirty-six million seven hundred fifty-six thousand four hundred sixty-two) shares having a nominal value of EUR 0.01 (one Cent) per share each."

Declaration and costs

The costs, expenses, remuneration or charges of any form whatsoever incumbent to the Company and charged to it by reason of the present deed are assessed to EUR 7,000 (seven thousand Euros).

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

The undersigned notary who understands and speaks English, states herewith that the present deed is worded in English, followed by a German version. On request of the proxyholder of the appearing parties and in case of divergences between the English and the German texts, the German version will prevail.

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

Es folgt die deutsche übersetzung:

Im Jahre zweitausendundvierzehn, am siebten Februar.

Vor dem unterzeichnenden Notar, Maître Marc Loesch, mit Amtssitz in Bad-Mondorf, Großherzogtum Luxemburg,

SIND ERSCHIENEN

Allianz Infrastructure Luxembourg Holdco I S.A., eine Aktiengesellschaft gegründet nach dem Recht des Großherzogtums Luxemburg, mit Gesellschaftssitz in 14, boulevard F. D. Roosevelt, L-2450 Luxemburg, eingetragen im Luxemburger Handels- und Gesellschaftsregister unter der Nummer B 164.966;

rechtsmässig hier vertreten durch Herrn Lars Junkermann, mit Geschäftsadresse in 14, boulevard F. D. Roosevelt, L-2450 Luxemburg,

Allianz Infrastructure Luxembourg Holdco II S.A., eine Aktiengesellschaft gegründet nach dem Recht des Großherzogtums Luxemburg, mit Gesellschaftssitz in 14, boulevard F. D. Roosevelt, L-2450 Luxemburg, eingetragen im Luxemburger Handels- und Gesellschaftsregister unter der Nummer B 165.370;

rechtsmässig hier vertreten durch Herrn Lars Junkermann, mit Geschäftsadresse in 14, boulevard F. D. Roosevelt, L-2450 Luxemburg,

Investitori SGR S.p.A., eine Gesellschaft gegründet nach italienischem Recht, mit Gesellschaftssitz in 23, Corso Italia, I-20122 Mailand, und Geschäftsanschrift unter 3, Piazzale Lodi, I-20137 Mailand, und als Verwaltungsgesellschaft für Fondo Chiuso Allianz Infrastructure Partners I (Allianz Infrastructure Partners I) handelnd;

rechtsmässig hier vertreten durch Herrn Lars Junkermann, mit Geschäftsadresse in 14, boulevard F. D. Roosevelt, L-2450 Luxemburg

und

Allianz France Richelieu I S.A.S, eine vereinfachte Aktiengesellschaft gegründet nach französischem Recht, mit Gesellschaftssitz in 87, rue de Richelieu, F-75002 Paris, eingetragen im Pariser Handels- und Gesellschaftsregister unter der Nummer 403 213 390;

rechtsmässig hier vertreten durch Herrn Lars Junkermann, mit Geschäftsadresse in 14, boulevard F. D. Roosevelt, L-2450 Luxemburg.

Die Erschienenen sind die Gesellschafter (die "Gesellschafter") von "Allianz Infrastructure Luxembourg I S.à r.l." einer société à responsabilité limitée mit Gesellschaftssitz in 14, boulevard F. D. Roosevelt, L-2450 Luxemburg, eingetragen im Luxemburger Handels- und Gesellschaftsregister unter der Nummer B 157.276 (die "Gesellschaft"), die gemäß einer notariellen Urkunde vom 26. November 2010 gegründet und deren Satzung am 28. Januar 2011 im Mémorial C, Recueil des Sociétés et Associations (das "Mémorial") unter Nummer 179 veröffentlicht wurde (die "Satzung"). Die Satzung der Gesellschaft wurde zuletzt abgeändert durch notarielle Urkunde vom 11. Januar 2012 und am 5. Juli 2012 im Mémorial unter Nummer 1691 veröffentlicht.

Die Erschienenen, vertreten wie vorgenannt, welche sämtliche Anteile am Gesellschaftskapital halten, ersuchen den Notar, ihr Beschlüsse wie folgt zu beurkunden:

Erster Beschluss

Die Gesellschafter beschließen, Artikel 2, Absatz 2 der Satzung abzuändern und wie folgt festzulegen:

"Die Gesellschaft darf alle Geschäfte betreiben, die mit dem Gegenstand des Unternehmens zusammenhängen und ihm unmittelbar oder mittelbar förderlich sind.

Die Gesellschaft darf keine Fremdmittel aufnehmen. Hiervon ausgenommen sind

a) eine kurzfristige Fremdmittelaufnahme zur Liquiditätsteuerung bis zu einem Gesamtbetrag von 10% der gesamten verbindlichen Kapitalzusagen, die von der Gesellschaft erhalten wurden; und

b) Darlehen oder andere Finanzierungsmittel der unmittelbaren oder mittelbaren Gesellschafter der Gesellschaft.".

Zweiter Beschluss

Die Gesellschafter beschließen, das Gesellschaftskapital um einen Betrag von EUR 681.317.514,62 (sechshunderteinundachtzig Millionen dreihundertsiebzehntausendfünfhundertvierzehn Euro und zweiundsechzig Cents) von derzeit EUR 50.050,- (fünfzigtausendfünfzig Euro) auf EUR 681.367.564,62 (sechshunderteinundachtzig Millionen dreihundertsiebenundsechzigtausendfünfhundertvierundsechzig Euro und zweiundsechzig Cents), durch die Bildung und Ausgabe von 68.131.751.462 (achtundsechzig Milliarden einhunderteinunddreißig Millionen siebenhunderteinundfünfzigtausendvierhundertzweiundsechzig) Anteilen (die "Neuen Anteile") mit einem Nennwert von einem Cent (EUR 0,01) pro Anteil, welche mit den gleichen Rechten und Pflichten ausgestattet sind, wie die bereits ausgegebenen Anteile im Wege einer Sacheinlage, bestehend aus:

- einer unstreitigen Forderung in Höhe von EUR 442.679.418,90 (vierhundertzweiundvierzig Millionen sechshundertneunundsiebzigtausendvierhundertachtzehn Euro und neunzig Cents) ("Forderung 1"), welche unbestritten, verfügbar und fällig ist;

- einer unstreitigen Forderung in Höhe von EUR 153.622.465,86 (einhundertdreiundfünfzig Millionen sechshundertzweiundzwanzigtausendvierhundertfünfundsechzig Euro und sechsundachtzig Cents) ("Forderung 2"), welche unbestritten, verfügbar und fällig ist;

- einer unstreitigen Forderung in Höhe von EUR 49.427.850,08 (neunundvierzig Millionen vierhundertsiebenundzwanzigtausendachthundertfünfzig Euro und acht Cents) ("Forderung 3"), welche unbestritten, verfügbar und fällig ist;

- einer unstreitigen Forderung in Höhe von EUR 35.857.779,78 (fünfunddreißig Millionen achthundertsiebenundfünfzigtausendsiebenhundertneunundsiebzig Euro und achtundsiebzig Cents) ("Forderung 4"), welche unbestritten, verfügbar und fällig ist;

Forderung 1, Forderung 2, Forderung 3 und Forderung 4 werden zusammen als "Forderungen" bezeichnet.

Die Forderungen werden für eine Gesamtsumme von EUR 681.317.514,62 (sechshunderteinundachtzig Millionen dreihundertsiebzehntausendfünfhundertvierzehn Euro und zweiundsechzig Cents) in die Gesellschaft eingebracht (die "Sacheinlage") und diese Summe wird dem Gesellschaftskapital zugerechnet.

Wie sich aus dem Bewertungsbericht ergibt, der dem Notar vorgelegt wurde, hat der Geschäftsführerrat der Gesellschaft die vollständige Sacheinlage mit EUR 681.317.514,62 (sechshunderteinundachtzig Millionen dreihundertsiebzehntausendfünfhundertvierzehn Euro und zweiundsechzig Cents) bewertet, was der Summe der Forderungen entspricht.

Zeichnung und Einzahlung

Die neuen Anteile werden gezeichnet und wie folgt eingezahlt:

- Allianz Infrastructure Luxembourg Holdco I S.A., vorgenannt, vertreten wie vorgenannt, erklärt 44.267.941.890 (vierundvierzig Milliarden zweihundertsiebenundsechzig Millionen neunhunderteinundvierzigtausendachthundertneunzig) neue Anteile zu zeichnen, vollständig einbezahlt durch eine Sacheinlage bestehend aus der Forderung 1, gänzlich ins Gesellschaftskapital eingezahlt.

- Allianz Infrastructure Luxembourg Holdco II S.A., vorgenannt, vertreten wie vorgenannt, erklärt 15.362.246.586 (fünfzehn Milliarden dreihundertzweiundsechzig Millionen zweihundertsechsundvierzigtausendfünfhundertsechsundachtzig) neue Anteile zu zeichnen, vollständig einbezahlt durch eine Sacheinlage bestehend aus der Forderung 2, gänzlich ins Gesellschaftskapital eingezahlt.

- Fondo Chiuso Allianz Infrastructure Partners I, vorgenannt, vertreten wie vorgenannt, erklärt 4.942.785.008 (vier Milliarden neunhundertzweiundvierzig Millionen siebenhundertfünfundachtzigtausendundacht) neue Anteile zu zeichnen, vollständig einbezahlt durch eine Sacheinlage bestehend aus der Forderung 3, gänzlich ins Gesellschaftskapital eingezahlt.

- Allianz France Richelieu I S.A.S, vorgenannt, vertreten wie vorgenannt, erklärt 3.585.777.978 (drei Milliarden fünfhundertfünfundachtzig Millionen siebenhundertsiebenundsiebzigtausendneunhundertachtundsiebzig) neue Anteile zu zeichnen, vollständig einbezahlt durch eine Sacheinlage bestehend aus der Forderung 4, gänzlich ins Gesellschaftskapital eingezahlt.

Der Nachweis über die Existenz und die Bewertung der Sacheinlage wurde dem Notar erbracht.

Dritter Beschluss

Als Folge des oben genannten Beschlusses, beschließen die Gesellschafter, den Artikel 5 der Satzung der Gesellschaft abzuändern, um der Kapitalerhöhung Rechnung zu tragen, und ihm fortan folgenden Wortlaut zu geben:

" **Art. 5.** Das Gesellschaftskapital beträgt EUR 681.367.564,62 (sechshunderteinundachtzig Millionen dreihundertsiebenundsechzigtausendfünfhundertvierundsechzig Euro und zweiundsechzig Cents), bestehend aus 68.136.756.462 (achtundsechzig Milliarden einhundertsechsunddreißig Millionen siebenhundertsechsundfünfzigtausendvierhundertzweiundsechzig) Anteilen mit einem Nennwert von je EUR 0,01 (einem Cent) pro Anteil."

Erklärung und Kosten

Jegliche Ausgaben, Kosten, Vergütungen oder sonstigen Ausgaben gleich welcher Art, die die Gesellschaft aufgrund dieser notariellen Urkunde zu tragen hat, werden auf ungefähr EUR 7.000 (siebentausend Euro) geschätzt.

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

Der unterzeichnende Notar, der die englische Sprache spricht und versteht, erklärt hiermit, dass die vorliegende Urkunde in Englisch erstellt wurde, gefolgt von einer deutschen Fassung. Auf Ersuchen des Bevollmächtigten der Erschienenen, und im Fall von Divergenzen zwischen dem englischen und dem deutschen Text, soll die deutsche Fassung Vorrang haben.

Nachdem das Dokument dem Bevollmächtigten der Erschienenen, welcher dem Notar mit Namen, Vornamen, Familienstand und Wohnort bekannt ist, vorgelesen worden war, unterzeichnete der Bevollmächtigte der Erschienenen gemeinsam mit dem Notar die vorliegende Urkunde.

Signé: L. Junkermann, M. Loesch.

Enregistré à Remich, le 11 février 2014. REM/2014/365. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): P. MOLLING.

Pour expédition conforme.

Mondorf-les-Bains, le 21 février 2014.

Référence de publication: 2014027600/218.
(140033574) Déposé au registre de commerce et des sociétés de Luxembourg, le 24 février 2014.

Sofi-Drill S.A., Société Anonyme.

Siège social: L-9991 Weiswampach, 17A, Gruuss Strooss.

R.C.S. Luxembourg B 124.046.

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L'an deux mille quatorze.

Le treize février.

Par-devant Maître Henri BECK, notaire de résidence à Echternach (Grand-Duché de Luxembourg).

S'est réunie

l'assemblée générale extraordinaire des actionnaires de la société anonyme SOFI-DRILL S.A., avec siège social à L-2530 Luxembourg, 4, rue Henri Schnadt, inscrite au registre de commerce et des sociétés à Luxembourg sous le numéro B 124.046 (NIN 2007 2201 001),

constituée suivant acte reçu par le notaire instrumentant en date du 16 janvier 2007, publié au Mémorial C Recueil des Sociétés et Associations numéro 558 du 6 avril 2007,

au capital social de cinquante mille Euros (€ 50.000.-), représenté par cent (100) actions d'une valeur nominale de cinq cents Euros (€ 500.-) chacune, entièrement libérées.

La séance est présidée par Monsieur Frédéric GEURDE, ingénieur en construction, demeurant à L-9991 Weiswampach, 17A, Gruuss Strooss,

qui désigne comme secrétaire et l'assemblée choisit comme scrutateur Monsieur Daniel EPPS, conseil fiscal, demeurant à L-9167 Mertzig, 1, rue du Moulin.

Le bureau étant ainsi constitué, Monsieur le Président expose et prie le notaire d'acter que:

I.- Les actionnaires présents ou représentés et le nombre des actions détenues par chacun d'eux ressortent d'une liste de présence, signée par le président, le secrétaire, le scrutateur et le notaire instrumentant, et qui restera annexée au présent acte pour être soumise avec lui aux formalités de l'enregistrement.

II.- Il résulte de cette liste de présence que les cent (100) actions d'une valeur nominale de cinq cents Euros (€ 500.-) chacune, représentant l'intégralité du capital souscrit sont présentes ou représentées à la présente assemblée générale extraordinaire, de sorte que l'assemblée peut valablement délibérer sur tous les points de l'ordre du jour.

III.- L'ordre du jour de l'assemblée est conçu comme suit:

1.- Transfert du siège social et fixation de la nouvelle adresse à L-9991 Weiswampach, 17A, Gruuss Strooss.

2.- Modification du premier alinéa de l'article 2 des statuts afin de lui donner la teneur suivante:

" **Art. 2 (alinéa 1 er).** Le siège de la société est établi à Weiswampach."

3.- Acceptation de la démission de la société LUX-AUDIT S.A. de son poste de commissaire aux comptes avec décharge pour l'exécution de son mandat.

4.- Nomination de la société NORDOCOM S.à r.l., avec siège social à L-1618 Luxembourg, 2, rue des Gaulois, inscrite au registre de commerce et des sociétés à Luxembourg sous le numéro B 55.862, en tant que commissaire aux comptes, son mandat expirant à l'assemblée générale de 2019.

5.- Acceptation de la démission de Monsieur Dan EPPS et de Madame Bénédicte CHRISTIAENS en tant qu'administrateurs de la société avec décharge pour l'exécution de leur mandat.

6.- Nomination de l'administrateur Monsieur Frédéric GEURDE, ingénieur en construction, né à Hermalle-sous-Argenteau (Belgique), le 16 avril 1968, demeurant à L-9991 Weiswampach, 17A, Gruuss Strooss, en tant qu'administrateur unique, son mandat expirant à l'assemblée générale de 2019.

Après approbation de ce qui précède par l'assemblée générale, celle-ci prend à l'unanimité les résolutions suivantes:

Première résolution

L'assemblée générale décide de transférer le siège de la société de Luxembourg à Weiswampach et de fixer la nouvelle adresse à L-9991 Weiswampach, 17A, Gruuss Strooss.

Deuxième résolution

L'assemblée générale décide de modifier le premier alinéa de l'article 2 des statuts afin de lui donner la teneur suivante:

" **Art. 2 (alinéa 1 er).** Le siège de la société est établi à Weiswampach."

Troisième résolution

L'assemblée générale accepte la démission de la société LUX-AUDIT S.A. de son poste de commissaire aux comptes et lui accorde décharge pour l'exécution de son mandat.

Quatrième résolution

L'assemblée générale décide de nommer comme commissaire aux comptes, son mandat expirant à l'assemblée générale de 2017:

La société NORDOCOM S.à r.l., avec siège social à L-1618 Luxembourg, 2, rue des Gaulois, inscrite au registre de commerce et des sociétés à Luxembourg sous le numéro B 55.862.

Cinquième résolution

L'assemblée générale accepte la démission de Monsieur Dan EPPS et de Madame Bénédicte CHRISTIAENS en tant qu'administrateurs de la société et leur accorde décharge pour l'exécution de leur mandat.

Sixième résolution

L'assemblée générale décide de nommer l'administrateur Monsieur Frédéric GEURDE, ingénieur en construction, né à Hermalle-sous-Argenteau (Belgique), le 16 avril 1968, demeurant à L-9991 Weiswampach, 17A, Gruuss Strooss, en tant qu'administrateur unique, son mandat expirant à l'assemblée générale de 2019,

lequel peut engager la société par sa signature individuelle.

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

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

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

Signé: F. GEURDE, D. EPPS, Henri BECK.

Enregistré à Echternach, le 14 février 2014. Relation: ECH/2014/321. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): J.-M. MINY.

POUR EXPEDITION CONFORME, délivrée à demande, aux fins de dépôt au registre de commerce et des sociétés.

Echternach, le 20 février 2014.

Référence de publication: 2014027478/75.

(140032867) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 février 2014.

Rockwell Collins European Holdings S.à r.l., Société à responsabilité limitée.

Capital social: USD 96.000,00.

Siège social: L-1931 Luxembourg, 13-15, avenue de la Liberté.

R.C.S. Luxembourg B 106.509.

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Extrait des résolutions de l'associé unique

En date du 2 décembre 2013, l'associé unique a pris connaissance de la démission de Monsieur Gary R. Chadick en tant que gérant de classe A de la société, et ce avec effet immédiat.

L'associé unique a nommé Monsieur Vaughn Michael Klopfenstein, né le 31 juillet 1962 en Iowa, Etats-Unis d'Amérique, demeurant professionnellement au 105 34 th Street SE, Cedar Rapids, Iowa 52403, Etats-Unis d'Amérique en tant gérant de classe A, et ce avec effet immédiat et pour une durée indéterminée.

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

Luxembourg, le 28 février 2014.

Signature

Un mandataire

Référence de publication: 2014033117/18.

(140037190) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

Silk investment S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 181.586.

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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 28 février 2014.

Référence de publication: 2014033143/10.

(140037149) Déposé au registre de commerce et des sociétés de Luxembourg, le 28 février 2014.

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