

MEMORIAL

Journal Officiel
du Grand-Duché de
Luxembourg



MEMORIAL

Amtsblatt
des Großherzogtums
Luxemburg

RECUEIL DES SOCIÉTÉS ET ASSOCIATIONS

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

C — N° 1776

9 juillet 2014

SOMMAIRE

BIL Prime Advanced	85231	International Industrial Share Holding S.à r.l.	85239
Candriam Dynamix	85232	Italfortune International Fund	85230
Columbia Financing S.A.	85248	Jefolbe S.A.	85218
Compagnie de Négoce Utilitaire Africaine	85248	Jindal Films Europe S.à r.l.	85230
Compagnie Industrielle et Financière des Produits Amylacés SICAF/SIF	85248	Karoo Investment Fund S.C.A. SICAV-SIF	85233
Company Formation & Management Services S.à r.l.	85228	KBC Institutional Interest Fund	85229
DMM	85230	Koch Chemical Technology European Treasury S.à r.l.	85202
Films Europe S.à r.l.	85230	Koch Chemical Technology GP S.à r.l. ..	85233
Finattech S.A.	85238	K Pedicure S.à r.l.	85241
Finclair Holding S.A.	85231	Lerulux S.A.	85232
Fiocco S.A. SPF	85229	Luleo S.A.	85231
Friture Beim Petz Sàrl	85228	LuxiPrivilège	85234
Fromagerie de la Campagne S.à r.l.	85229	Magma Capital	85233
FR Team International S.A.	85238	Mérite Jeunesse Luxembourg	85247
Gaming One S.A.	85229	Monaco Tours S.A.	85243
G Corporate S.A.	85239	Mylan Luxembourg 2 S.à r.l.	85235
GLL Management Company S.à r.l.	85232	ProPulse Fund	85202
Goldenstorm S.A.	85202	RPO Co-Investment Amex SCA	85218
GSO Offshore Multicurrency Facility (Luxembourg) S.à r.l.	85237	RPO Co-Investment Amex SCS	85218
Hauck & Aufhäuser Investment Gesellschaft S.A.	85238	SJR S.à r.l.	85238
Holdicam	85238	Syrena S.à r.l.	85239
Home Mega S.à r.l.	85228	Tishman Speyer Pont Cardinet S.à r.l. ..	85234

Koch Chemical Technology European Treasury S.à r.l., Société à responsabilité limitée.

Siège social: L-2453 Luxembourg, 2-4, rue Eugène Ruppert.
R.C.S. Luxembourg B 131.215.

Statuts coordonnés, suite à l'assemblée générale extraordinaire reçue par Maître Francis KESSELER, notaire de résidence à Esch/Alzette, en date du 7 novembre 2013 déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Esch/Alzette, le 9 décembre 2013.

Référence de publication: 2014063515/11.

(140073769) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

Goldenstorm S.A., Société Anonyme.

R.C.S. Luxembourg B 134.257.

Le siège social de la société

GOLDENSTORM S.A.

2A/46, route d'Eselborn

L-9706 CLERVAUX

N° RCSL: B134257

est dénoncé avec effet immédiat.

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

Clervaux, le 07 mai 2014.

INNOVATRUST Sàrl

J. DELREE

Référence de publication: 2014063467/16.

(140074139) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

ProPulse Fund, Société Anonyme sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

Siège social: L-1118 Luxembourg, 11, rue Aldringen.

R.C.S. Luxembourg B 188.251.

STATUTES

In the year two thousand and fourteen, on the twenty-sixth day of June.

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

There appeared:

RP - Fonds Institutionnel, a company incorporated under the laws of Switzerland, having its registered office at Caroline 9, CP 288, CH-1001 Lausanne, Switzerland and registered with the Swiss Federal Commercial Registry Office under the number CHE-108.954.441;

here represented by Ms Lisa Klemann, professionally residing at 33, avenue J.F. Kennedy, L-1855 Luxembourg, Grand Duchy of Luxembourg, by virtue of a power of attorney, given under private seal.

The said proxy, after having been signed *ne varietur* by the appearing person and the undersigned notary, will remain attached to this notarial deed to be filed at the same time with the registration authorities.

Such appearing party, acting in its capacity as representative of the shareholder, has requested the officiating notary to enact the following articles of incorporation of a company, which it declares to establish as follows:

1. Art. 1. Form and Name.

1.1 There exists a société d'investissement à capital variable - fonds d'investissement spécialisé established as a public limited liability company (société anonyme) under the name of "ProPulse Fund" (the Company).

1.2 The Company will be governed by the act of 13 February 2007 relating to specialised investment funds, as amended (the 2007 Act), the act of 10 August 1915 on commercial companies, as it may be amended from time to time (the Companies Act) (provided that in case of conflicts between the Companies Act and the 2007 Act, the 2007 Act will prevail) as well as by these articles of association of the Company (the Articles).

1.3 The Company may have one shareholder (the Sole Shareholder) or more shareholders. The Company will not be dissolved by the death, suspension of civil rights, insolvency, liquidation or bankruptcy of the Sole Shareholder.

1.4 Any reference to the shareholders (the Shareholders) in the Articles will be a reference to the Sole Shareholder if the Company has only one Shareholder.

2. Art. 2. Registered Office.

2.1 The registered office of the Company is established in Luxembourg. It may be transferred within the boundaries of the municipality of Luxembourg by a resolution of the board of directors of the Company (the Board) if and to the extent permitted by law. It may be transferred to any other place within the Grand Duchy of Luxembourg by a resolution of the general meeting of Shareholders of the Company (the General Meeting) deliberating in the manner provided for amendment of the Articles.

2.2 The Board will further have the right to set up branches, offices, administrative centres and agencies wherever it will deem fit, either within or outside of the Grand Duchy of Luxembourg.

2.3 Where the Board determines that extraordinary political or military developments or events have occurred or are imminent and that these developments or events would interfere with the normal activities of the Company at its registered office, or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these extraordinary circumstances. Such temporary measure will have no effect on the nationality of the Company which, notwithstanding the temporary transfer of its registered office, will remain a company incorporated in the Grand Duchy of Luxembourg.

3. Art. 3. Duration.

3.1 The Company is formed for an unlimited duration, provided that the Company will however be automatically put into liquidation upon the termination of a Sub-fund if no further Sub-fund is active at this time.

3.2 The Company may be dissolved, at any time, by a resolution of the General Meeting adopted in the manner required for amendments of the Articles.

4. Art. 4. Corporate Objects.

4.1 The exclusive purpose of the Company is to invest the funds available to it in assets with the purpose of spreading investment risks and affording its Shareholders the results of the management of its assets.

4.2 The Company may take any measures and carry out any transaction, which it may deem useful for the fulfilment and development of its purpose and may, in particular and without limitation:

(a) make investments whether directly or through direct or indirect participations in subsidiaries of the Company or other intermediary vehicles;

(b) borrow money in any form or obtain any form of credit facility and raise funds through, including, but not limited to, the issue of bonds, notes, promissory notes, and other debt or equity instruments;

(c) advance, lend or deposit money or give credit to companies and undertakings;

(d) enter into any guarantee, pledge or any other form of security, whether by personal covenant or by mortgage or charge upon all or part of the assets (present or future) of the Company or by all or any of such methods, for the performance of any contracts or obligations of the Company, or any director, manager or other agent of the Company, or any company in which the Company or its parent company has a direct or indirect interest, or any company being a direct or indirect Shareholder of the Company or any company belonging to the same group as the Company;

to the fullest extent permitted under the 2007 Act.

5. Art. 5. Share Capital.

5.1 The capital of the Company will be represented by fully paid up shares of no par value and will at any time be equal to the value of the net assets of the Company pursuant to article 12.

5.2 The capital must reach an amount of at least one million two hundred and fifty thousand euro (EUR 1,250,000) within twelve months of the date on which the Company has been registered as a specialised investment fund (SIF) under the 2007 Act on the official list of Luxembourg SIFs, and thereafter may not be less than this amount (being provided that shares of a Target Sub-fund (as defined below) held by an Investing Sub-fund (as defined below) will not be taken into account for the purpose of the calculation of the EUR 1,250,000 minimum capital requirement).

5.3 The initial capital of the Company was of thirty one thousand Euro (EUR 31,000) represented by three hundred and ten (310) fully paid up shares with no par value.

5.4 The Company has an umbrella structure and the Board will set up a separate portfolio of assets that represents a sub-fund as defined in article 71 of the 2007 Act (a Sub-fund), and that is formed for one or more Classes. Each Sub-fund will be invested in accordance with the investment objective and policy applicable to that Sub-fund. The investment objective, policy and other specific features of each Sub-fund are set forth in the offering memorandum of the Company drawn up in accordance with article 52 of the 2007 Act (the Memorandum). Each Sub-fund may have its own funding, Classes, investment policy, capital gains, expenses and losses, distribution policy or other specific features.

5.5 Within a Sub-fund, the Board may, at any time, decide to issue different classes of shares (the Classes, each class of shares being a Class) the assets of which will be commonly invested but subject to different rights as described in the Memorandum, to the extent authorised under the 2007 Act and the Companies Act, including, without limitation different:

(a) type of target investors;

(b) fees and expenses structures;

(c) subscription and/or redemption procedures;

- (d) minimum investment and/or subsequent holding requirements;
- (e) distribution rights and policies, and the Board may in particular, decide that shares pertaining to one or more Class (es) be entitled to receive incentive remuneration scheme in the form of carried interest or to receive preferred returns;
- (f) marketing targets;
- (g) transfer or ownership restrictions;
- (h) currencies.

5.6 A separate Net Asset Value per share, which may differ as a consequence of these variable factors, will be calculated for each Class in the manner described in article 12.

5.7 The Company may create additional Classes whose features may differ from the existing Classes and additional Sub-funds whose investment objectives may differ from those of the Sub-funds then existing. Upon creation of new Sub-funds or Classes, the Memorandum will be updated, if necessary.

5.8 The Company is one single legal entity. However, in accordance with article 71 (5) of the 2007 Act, the rights of the Shareholder and creditors relating to a Sub-fund or arising from the setting-up, operation and liquidation of a Sub-fund are limited to the assets of that Sub-fund. The assets of a Sub-fund are exclusively dedicated to the satisfaction of the rights of the Shareholders relating to that Sub-fund and the rights of those creditors whose claims have arisen in connection with the setting-up, operation and liquidation of that Sub-fund, and there will be no cross liability between Sub-funds, in derogation of article 2093 of the Luxembourg Civil Code.

5.9 At the expiration of the duration of a Sub-fund, the Company will redeem all the shares in the Classes of that Sub-fund, in accordance with article 28, irrespective of the provisions of article 8 of the Articles.

5.10 The Board may create each Sub-fund for an unlimited or limited period of time; in the latter case, the Board may, at the expiration of the initial period of time, extend the duration of that Sub-fund one or more times, subject to the relevant provisions of the Memorandum. The Memorandum will indicate whether a Sub-fund is incorporated for an unlimited period of time or, alternatively, its duration and, if applicable, any extension of its duration and the terms and conditions for such extension.

5.11 For the purpose of determining the capital of the Company, the net assets attributable to each Class will, if not already denominated in EUR, be converted into EUR. The capital of the Company equals the total of the net assets of all the Classes of all Sub-funds.

6. Art. 6. Shares.

6.1 The shares of the Company will be in registered form (actions nominatives) and will remain in registered form. Shares are issued without per value and must be fully paid upon issue. The shares are not represented by certificates.

6.2 A register of shares will be kept at the registered office, where it will be available for inspection by any Shareholder. Such register will set forth the name of each Shareholder, its residence or elected domicile, the number and Class of shares held by it, the amounts paid in on each such share, and the transfer of shares and the dates of such transfers. The ownership of the shares will be established by the entry in this register.

6.3 Each Shareholder will provide the Company with an address, fax number and e-mail address to which all notices and announcements may be sent. Such address will also be entered into the register of Shareholders. Shareholders may, at any time, change their address as entered into the register of Shareholders by way of a written notification sent to the Company.

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

6.5 The Company will recognise only one holder per share. In case a share is held by more than one person, the Company has the right to suspend the exercise of all rights attached to that share until one person has been appointed as sole owner in relation to the Company. The same rule will apply in the case of conflict between an usufruct holder (usufruitier) and a bare owner (nu-proprétaire) or between a pledgor and a pledgee.

6.6 The Company may decide to issue fractional shares up to four decimals. Such fractional shares do not carry voting rights, except where their number is such that they represent a whole share, but are entitled to participate in the net assets attributable to the relevant Class on a pro rata basis.

6.7 Subject to the provisions of article 10, the transfer of shares may be effected by a written declaration of transfer entered in the register of the Shareholders of the Company, such declaration of transfer to be executed by the transferor and the transferee or by persons holding suitable powers of attorney or in accordance with the provisions applying to the transfer of claims provided for in article 1690 of the Luxembourg Civil Code. The Company may also accept as evidence of transfer other instruments of transfer evidencing the consent of the transferor and the transferee satisfactory to the Company.

7. Art. 7. Issue of Shares.

7.1 The Board is authorised, without limitation, to issue an unlimited number of fully paid up shares at any time without reserving a preferential right to subscribe for the shares to be issued for the existing Shareholders.

7.2 Shares are exclusively reserved for subscription by well-informed investors within the meaning of article 2 of the 2007 Act (Well-Informed Investors).

7.3 Any conditions to which the issue of shares may be submitted will be detailed in the Memorandum provided that the Board may, without limitation:

(a) impose restrictions on the frequency at which shares of a certain Class are issued (and, in particular, decide that shares of a particular Class will only be issued during one or more offering periods or at such other intervals as provided for in the Memorandum);

(b) decide that shares of a particular Sub-fund or Class will only be issued to persons or entities that have entered into a subscription agreement under which the subscriber undertakes inter alia to subscribe for shares, during a specified period, up to a certain amount;

(c) impose conditions on the issue of shares (including without limitation the execution of such subscription documents and the provision of such information as the Board may determine to be appropriate) and fix a minimum subscription amount, minimum subsequent subscription amount, and/or a minimum commitment or holding amount;

(d) determine any default provisions on non or late payment for shares or restrictions on ownership in relation to the shares;

(e) in respect of any one given Sub-fund and/or Class, levy a subscription charge and has the right to waive partly or entirely this subscription charge;

(f) restrict the ownership of shares of a particular Class to certain type of persons or entities;

(g) decide that payments for subscriptions to shares will be made in whole or in part on one or more dealing dates, closings or draw down dates at which the commitment of the investor will be called against issue of shares of the relevant Sub-fund and Class.

7.4 Shares in Sub-funds will be issued at the subscription price calculated in the manner and at such frequency as determined for each Sub-fund (and, as the case may be, each Class) in the Memorandum.

7.5 A process determined by the Board and described in the Memorandum will govern the chronology of the issue of shares in a Sub-fund.

7.6 The Board may confer the authority upon any of its members, any managing director, officer or other duly authorised representative to accept subscription applications, to receive payments for newly issued shares and to deliver these shares.

7.7 The Company may, in its absolute discretion, accept or reject, in whole or in part, any request for subscription for shares.

7.8 The Company may agree to issue shares as consideration for a contribution in kind of assets, in accordance with Luxembourg law, in particular in accordance with the obligation to deliver a valuation report from an auditor (réviseur d'entreprises agréé), and provided that such assets are in accordance with the investment objectives and policies of the relevant Sub-fund. All costs related to the contribution in kind are borne by the Shareholder acquiring shares in this manner.

8. Art. 8. Redemptions of Shares.

Redemption right of Shareholders

8.1 Unless otherwise provided for in the Memorandum, any Shareholder may request redemption of all or part of his shares from the Company, pursuant to the conditions and procedures set forth by the Board in the Memorandum and within the limits provided by law and these Articles.

8.2 Subject to the provisions of articles 12 and 13 of these Articles, the redemption price per share will be paid within a period determined by the Board and disclosed in the Memorandum, provided that any transfer documents have been received by the Company.

8.3 Unless otherwise provided for in the Memorandum, the redemption price per share for shares of a particular Class of a Sub-fund corresponds to the Net Asset Value per share of the respective Class less any redemption fee, if applicable. Additional fees may be incurred if distributors and paying agents are involved in a transaction. The relevant redemption price may be rounded up or down to the nearest unit of the currency in which it is to be paid, as determined by the Board.

8.4 A process determined by the Board and described in the Memorandum will govern the chronology of the redemption of shares in a Sub-fund.

8.5 If as a result of a redemption application, the number or the value of the shares held by any Shareholder in any Class falls below the minimum number or value that is then determined by the Board in the Memorandum, the Company may decide to treat such an application as an application for redemption of all of that Shareholder's shares in the given Class.

8.6 If, in addition, on a Valuation Day (as defined in article 12.1 below) or at some time during a Valuation Day, redemption applications as defined in this article and conversion applications as defined in article 9 of these Articles exceed a certain level set by the Board in relation to the shares of a given Class, the Board may resolve to reduce proportionally part or all of the redemption and/or conversion applications for a certain time period and in the manner deemed necessary by the Board, in the best interest of the Company. The portion of the non-proceeded redemptions will then be proceeded by priority on the Valuation Day following this period, these redemption and conversion applications will be given priority and dealt with ahead of other applications (but subject always to the foregoing limit).

8.7 The Board may, at the request of a Shareholder, agree to make, in whole or in part, a distribution in-kind of securities or other assets of a Sub-fund to that Shareholder in lieu of paying to that Shareholder redemption proceeds in cash. The Board will agree to do so if it determines that such a transaction would not be detrimental to the best interests of the remaining Shareholders of the relevant Sub-fund. Such distribution will be effected at the Net Asset Value per share of the relevant Class of the relevant Sub-fund from which the Shareholder is redeeming, and thus will constitute a pro rata portion of the Sub-fund's assets in terms of value. The assets to be transferred to such Shareholder will be determined by the Board, with regard to the practicality of transferring such assets and to the interests of the Sub-fund and continuing participants therein and to the Shareholder. Such a Shareholder may incur brokerage and/or local tax charges on any transfer or sale of securities so received in satisfaction of redemption. The redeeming Shareholder might not be able to sell or transfer any such assets for a long period of time and the net proceeds from this sale by the redeeming Shareholder of such assets may be more or less than the corresponding redemption price of shares in the relevant Sub-fund due to market conditions and/or differences in the prices used for the purposes of such sale or transfer and the calculation of the Net Asset Value per share of the Sub-fund. The valuation of assets will be subject to the review and approval of the independent auditor of the Company.

8.8 All redeemed shares will be cancelled.

8.9 All applications for redemption of shares are irrevocable, except - in each case for the duration of the suspension - in accordance with article 13 of these Articles, when the calculation of the Net Asset Value has been suspended or when redemption has been suspended as provided for in this article.

Compulsory redemptions

8.10 Shares may be redeemed at the initiative of the Company in accordance with, and in the circumstances set out under, this article. The Company may in particular decide to:

(a) redeem shares of any Class and Sub-fund, on a pro rata basis among Shareholders in order to proceed to a distribution on a pro rata basis among Shareholders, subject to compliance with the relevant distribution scheme (and, as the case may be, reinvestment rights) as provided for each Sub-fund in the Memorandum, if any;

(b) compulsory redeem shares:

- held by a Restricted Person as defined in, and in accordance with the provisions of article 11.1 of these Articles;
- in case of liquidation or merger of Sub-funds or Classes, in accordance with the provisions of article 28 of these Articles;
- held by a Shareholder who fails to make, within a specified period of time determined by the Company, any required capital contributions or certain other payments to the relevant Sub-fund (including the payment of any interest amount or charge due in case of default), in accordance with the terms of its subscription documents to the relevant Sub-fund in accordance with the provisions of the Memorandum; and
- in all other circumstances, in accordance with the terms and conditions set out in the subscription documents, Memorandum and these Articles.

9. Art. 9. Conversion of Shares.

9.1 Unless otherwise provided for in the Memorandum, a Shareholder may convert shares of a particular Class of a Sub-fund held in whole or in part into shares of the corresponding Class of another Sub-fund; conversions from shares of one Class of a Sub-fund to shares of another Class of either the same or a different Sub-fund are also permitted, except otherwise decided by the Board.

9.2 The Board may make the conversion of shares dependent upon additional conditions, as set forth in the Memorandum.

9.3 A conversion application will be considered as an application to redeem the shares held by the Shareholder and as an application for the simultaneous acquisition (subscription) of the shares to be subscribed. The conversion ratio will be calculated on the basis of the Net Asset Value per share of the respective Class; a conversion fee may be incurred. Additional fees may be incurred if distributors and paying agents are involved in a transaction. The prices of the conversion may be rounded up or down to the nearest unit of the currency in which they are to be paid, as determined by the Board. The Board may determine that balances of less than a reasonable amount to be set by the Board, resulting from conversions will not be paid out to Shareholders.

9.4 As a rule, both the redemption and the subscription parts of the conversion application should be calculated on the basis of the values prevailing on one and the same Valuation Day. If there are different order acceptance deadlines for the Sub-funds in question, the calculation may deviate from this, in particular depending on the sales channel. In particular either:

(a) the sales part may be calculated in accordance with the general rules on the redemption of shares (which may be older than the general rules on the issue of shares), while the purchase part would be calculated in accordance with the general (newer) rules on the issue of shares; or

(b) the sales part is not calculated until a time later in relation to the general rules on share redemption together with the purchase part calculated in accordance with the newer (in relation to the sales part) rules on the issue of shares.

9.5 Conversions may only be effected if, at the time, both the redemption of the shares to be converted and the issue of the shares to be acquired are simultaneously possible; there will be no partial execution of the application unless the possibility of issuing the shares to be subscribed ceases after the shares to be converted have been redeemed.

9.6 Subject to any currency conversion (if applicable) the proceeds resulting from the redemption of the original shares will be applied immediately as the subscription monies for the shares in the new Class into which the original shares are converted.

9.7 All applications for the conversion of shares are irrevocable, except - in each case for the duration of the suspension - in accordance with article 13 of these Articles, when the calculation of the Net Asset Value of the shares to be redeemed has been suspended or when redemption of the shares to be redeemed has been suspended as provided for in article 8. If the calculation of the Net Asset Value of the shares to be subscribed is suspended after the shares to be converted have already been redeemed, only the subscription part of the conversion application can be revoked during this suspension.

9.8 If, in addition, on a Valuation Day or at some time during a Valuation Day redemption applications as defined in article 8 of these Articles and conversion applications as defined in this article exceed a certain level set by the Board in relation to the shares issued in the Class, the Board may resolve to reduce proportionally part or all of the redemption and conversion applications for a certain period of time and in the manner deemed necessary by the Board, in the best interest of the Company. The portion of the non-proceeded redemptions will then be proceeded by priority on the Valuation Day following this period, these redemption and conversion applications will be given priority and dealt with ahead of other applications (but subject always to the foregoing limit).

9.9 If as a result of a conversion application, the number or the value of the shares held by any Shareholder in any Class falls below the minimum number or value that is then - if the rights provided for in this sentence are to be applicable - determined by the Board in the Memorandum, the Company may decide to treat the purchase part of the conversion application as a request for redemption for all of the Shareholder's shares in the given Class; the subscription part of the conversion application remains unaffected by any additional redemption of shares.

9.10 Shares that are converted to shares of another Class will be cancelled.

10. Art. 10. Transfer of Shares.

10.1 A Shareholder may only assign, transfer, or otherwise dispose of, grant a participation in, pledge, hypothecate or otherwise encumber its shares (each such transaction, a Transfer) subject to the provisions of this article 10 and the terms of the Memorandum.

10.2 No Transfer of all or any part of any Shareholder's shares in any Sub-fund, whether direct or indirect, voluntary or involuntary (including, without limitation, to an affiliate or by operation of law), will be valid or effective if:

(a) the Transfer would result in a violation of any law or regulation of Luxembourg, or any other jurisdiction or subject the Company, any Sub-fund or any intermediary vehicle of the Company to any other adverse tax, legal or regulatory consequences as determined by the Board;

(b) the Transfer would result in a violation of any term or condition of these Articles, the Memorandum or of the relevant subscription agreement;

(c) the Transfer would result in the Company being required to register, or the shares or any Sub-fund being subject to registration, in a jurisdiction other than Luxembourg;

and

(d) it will be a condition of any Transfer (whether permitted or required) that:

(i) the transferee represents in a form acceptable to the Company that such transferee is not a Restricted Person (as defined in article 11 below) and that the proposed Transfer itself does not violate any laws or regulations (including, without limitation, any securities laws) applicable to him/her/it;

(ii) the transferee is an Eligible Investor (as defined in the Memorandum).

10.3 Additional restrictions on Transfers may be set out in the Memorandum in respect of (a) particular Sub-fund(s) in which case no Transfer of all or any part of any Shareholder's shares in the relevant Sub-fund, whether direct or indirect, voluntary or involuntary (including, without limitation, to an affiliate or by operation of law), will be valid or effective if any of these additional restrictions on Transfer is not complied with.

11. Art. 11. Ownership Restrictions.

Restricted Persons

11.1 The Company may restrict or prevent the ownership of shares by any person if:

(a) in the opinion of the Board such holding may be detrimental to the Company or any Sub-fund;

(b) it may result (either individually or in conjunction with other investors in the same circumstances) in:

(i) the Company, a Sub-fund or an intermediary vehicle incurring any liability for any taxation whenever created or imposed and whether in Luxembourg, or elsewhere or suffering pecuniary disadvantages which the same might not otherwise incur or suffer; or

(ii) the Company or a Sub-fund being required to register its shares under the laws of any jurisdiction other than Luxembourg;

(c) it may result in a breach of any law or regulation applicable to the relevant individual or legal entity itself, the Company, the Board or any Sub-fund, whether Luxembourg law or other law (including anti-money laundering and terrorism financing laws and regulations);

(d) such person is not a Well-Informed Investor;

(e) such person is engaged in Market Timing or Late Trading activities (as defined in the Memorandum);

(f) as a result thereof the Company may become exposed to tax disadvantages or other financial disadvantages that it would not have otherwise incurred;

(such persons, Restricted Persons), provided that any person mentioned under item (d) above will automatically be a Restricted Person.

11.2 For such purposes the Company may:

(a) decline to issue any shares and decline to register any Transfer of shares, where such registration, or Transfer would result in legal or beneficial ownership of such shares by a Restricted Person; and

(b) at any time require any person whose name is entered in the register of Shareholders or who seeks to register a Transfer in the register of Shareholders to deliver to the Company, any information, supported by affidavit, which it may consider necessary for the purpose of determining whether or not beneficial ownership of such Shareholder's shares rests with a Restricted Person, or whether such registration will result in beneficial ownership of such shares by a Restricted Person.

11.3 If it appears that a shareholder of the Company is a Restricted Person, the Company will be entitled to, in its absolute discretion:

(a) decline to accept the vote of the Restricted Person at the General Meeting; and/or

(b) retain all dividends paid and to be paid or other sums distributed and to be distributed with regard to the shares held by the Restricted Person; and/or

(c) instruct the Restricted Person to sell his/her/its shares and to demonstrate to the Company that this sale was made within thirty (30) days of the sending of the relevant notice, subject each time to the applicable restrictions on Transfer as set out in article 10 above; and/or

(d) compulsorily redeem all shares held by the Restricted Person at a price based on the latest calculated Net Asset Value, less a penalty fee as set out in the Memorandum.

11.4 The exercise of the powers by the Company in accordance with this article may in no way be called into question or declared invalid on the grounds that the ownership of shares was not sufficiently proven or that the actual ownership of shares did not correspond to the assumptions made by the Company on the date of the purchase notification, provided that the Company exercised the abovenamed powers in good faith.

12. Art. 12. Calculation of the Net Asset Value.

12.1 The Company, each Sub-fund and each Class in a Sub-fund have a net asset value (the Net Asset Value or NAV) determined in accordance with Luxembourg law and these Articles as of each valuation day as is stipulated in the Memorandum in respect of each Sub-fund and Class (a Valuation Day). The reference currency of the Company is the EUR.

12.2 Calculation of the Net Asset Value

(a) The administrative agent of the Company (the Administrative Agent) will under the supervision of the Board compute the Net Asset Value per Class in the relevant Sub-fund as follows: each Class participates in the Sub-fund according to the portfolio and distribution entitlements attributable to each such Class. The value of the total portfolio and distribution entitlements attributed to a particular Class of a particular Sub-fund on a given Valuation Day adjusted with the liabilities relating to that Class on that Valuation Day represents the total Net Asset Value attributable to that Class of that Sub-fund on that Valuation Day. The assets of each Class will be commonly invested within a Sub-fund but subject to different fee structures, distribution, marketing targets, currency or other specific features as it is stipulated in the Memorandum. A separate Net Asset Value per share, which may differ as consequence of these variable factors, will be calculated for each Class as follows: the Net Asset Value of that Class of that Sub-fund on that Valuation Day divided by the total number of shares of that Class of that Sub-fund then outstanding on that Valuation Day.

(b) The value of all assets and liabilities not expressed in the reference currency of a Sub-fund or Class will be converted into the reference currency of such Sub-fund or Class at the relevant rates of exchange prevailing on the relevant Valuation Day. If such quotations are not available, the rate of exchange will be determined with prudence and in good faith by or under procedures established by the Board. All transactions in another currency are translated into the reference currency at the date of the transaction.

(c) For the purpose of calculating the Net Asset Value of a particular Sub-fund, the Net Asset Value of each Sub-fund will be determined by calculating the aggregate of:

(i) the value of all assets of the Company which are allocated to the relevant Sub-fund in accordance with the provisions of these Articles; less

(ii) all the liabilities of the Company which are allocated to the relevant Sub-fund in accordance with the provisions of these Articles, and all fees attributable to the relevant Sub-fund, which fees have accrued but are unpaid on the relevant Valuation Day.

(d) The total net assets of the Company will result from the difference between the gross assets (including the market value of investments owned by the Company and its intermediary vehicles) and the liabilities of the Company, provided that set up costs for the Company and any Sub-fund will be amortised over a period of five (5) years rather than expensed in full when they are incurred.

(e) The value of the assets of the Company will be determined as follows:

(i) debt instruments, and in particular promissory notes, not listed on a stock exchange or another regulated market will be valued at their nominal value plus accrued interest. In the event of default or another critical situation that could lead to default, or in the case of the elimination or improvement of such a situation, an adjustment will be made by the Board to the valuation of debt instruments;

(ii) securities (including shares or units in closed-ended target UCIs) listed on an official stock exchange or dealt on any other organised market or regulated market will be valued at their last available price on the Valuation Day and, if the security is traded on several markets, on the basis of the last known price on the main market of this security. If the last known price is not representative or a price is not available for a particular exchange session, but a closing mid-price (the mean of the quoted closing bid and ask prices) or a closing bid price is available, then the closing mid-price, or alternatively the closing bid price, may be taken as a basis for the valuation. In the case of securities for which trading on a stock exchange is not significant but which are bought and sold on a secondary market with regulated trading among securities dealers (with the effect that the price is set on a market basis), the valuation is based on this secondary market;

(iii) securities that are not listed on a stock exchange and are not traded on a regulated market will be valued at their last available market price. If no such price is available, the securities are valued in accordance with other criteria (for example International Private Equity & Venture Capital Guidelines) and on the basis of the probable realisation price, which will be estimated by the Board with due care and in good faith;

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

(v) fixed-term deposits and similar assets shall be valued at their nominal value plus accrued interest;

(vi) 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 as aforesaid, and not yet received will be deemed to be the full amount thereof, unless it is unlikely to be received in which case the value thereof will be arrived at after making such discount as the Board may consider appropriate in such case to reflect the true value thereof;

(vii) all other assets are valued at fair value as determined in good faith pursuant to procedures established by the Company in accordance with Luxembourg GAAP.

(f) The Company, in its discretion, may permit some other method of valuation to be used if it considers that such valuation better reflects the fair value of any asset or liability of the Company in compliance with Luxembourg law. This method will then be applied in a consistent way. The Administrative Agent can rely on such deviations as approved by the Board for the purpose of the Net Asset Value calculation.

(g) For the purpose of determining the value of the Company's assets, the Administrative Agent, having due regards to the standard of care and due diligence in this respect, may exclusively, when calculating the Net Asset Value, rely, unless there is manifest error, upon the valuations provided (i) by the Board or the Company's investment adviser, (ii) by various pricing sources available on the market such as pricing agencies, administrators or investment managers of target UCIs, or (iii) by (a) specialist(s) duly authorised to that effect by the Board. In such circumstances, the Administrative Agent shall not, in the absence of a manifest error on its part, be responsible for any loss suffered by the Fund or any

Shareholder by reason of any error in the calculation of the Net Asset Value and the Net Asset Value per share resulting from any inaccuracy in the information provided by the professional pricing sources, by the Board, the Company's investment adviser, by investment managers or administrative agents of target UCIs, or by specialist(s) duly authorised to that effect by the Board.

(h) In circumstances where one or more pricing sources fails to provide valuations to the Administrative Agent preventing the latter to determine the subscription and redemption prices, the Administrative Agent shall inform the Board thereof and the Administrative Agent shall obtain from it authorised instructions in order to enable it to finalise the computation of the Net Asset Value and the Net Asset Value per Share. The Board may decide to suspend the Net Asset Value calculation, in accordance with the relevant provisions in this Memorandum and the Articles. In such circumstances, the Administrative Agent shall not, in the absence of a manifest error on its part, be responsible for any loss suffered by the Fund or any Shareholder. The Fund shall be responsible for notifying the suspension of the Net Asset Value calculation to the Shareholders, if required, or for instructing the Administrative Agent to do so. If the Board does not decide to suspend the Net Asset Value calculation in a timely manner, it shall be liable for all the consequences of a delay in the Net Asset Value calculation, and the Administrative Agent may inform the relevant authorities and the Auditor in due course.

(i) All assets denominated in a currency other than the reference currency of the respective Sub-fund/Class will be converted in accordance with the procedure set out in the Memorandum. The Net Asset Value per share may be rounded up or down to the nearest whole hundredth share of the currency in which the Net Asset Value of the relevant shares are calculated.

12.3 For the purpose of this article 12,

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

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

(c) all investments, cash balances and other assets expressed in currencies other than the reference currency of the respective Sub-fund/Class will be valued after taking into account the market rate or rates of exchange in force as of the Valuation Day; and

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

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

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

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

12.4 Allocation of assets and liabilities

(a) The assets and liabilities of the Company will be allocated as follows:

(i) the proceeds to be received from the issue of shares of any Class will be applied in the books of the Company to the Sub-fund corresponding to that Class, provided that if several Classes are outstanding in such Sub-fund, the relevant amount will increase the proportion of the net assets of such Sub-fund attributable to that Class;

(ii) the assets and liabilities and income and expenditure applied to a Sub-fund will be attributable to the Class or Classes corresponding to such Sub-fund;

(iii) where any asset is derived from another asset, such asset will be attributable in the books of the Company to the same Class or Classes as the assets from which it is derived and on each revaluation of such asset, the increase or decrease in value will be applied to the relevant Class or Classes;

(iv) where the Company incurs a liability in relation to any asset of a particular Class or particular Classes within a Sub-fund or in relation to any action taken in connection with an asset of a particular Class or particular Classes within a Sub-fund, such liability will be allocated to the relevant Class or Classes within such Sub-fund;

(v) in the case where any asset or liability of the Company cannot be considered as being attributable to a particular Class, such asset or liability will be allocated to all the Classes pro rata to their respective Net Asset Values or in such other manner as determined by the Board acting in good faith, provided that (i) where assets of several Classes are held in one account and/or are co-managed as a segregated pool of assets by an agent of the Company, the respective right of each Class will correspond to the prorated portion resulting from the contribution of the relevant Class to the relevant account or pool, and (ii) such right will vary in accordance with the contributions and withdrawals made for the account of the Class, as described in the Memorandum, and finally (iii) all liabilities, whatever Class they are attributable to, will, unless otherwise agreed upon with the creditors, be binding upon the Company as a whole;

(vi) upon the payment of distributions to the Shareholders of any Class, the Net Asset Value of such Class will be reduced by the amount of such distributions.

12.5 General rules

- (a) all valuation regulations and determinations will be interpreted and made in accordance with Luxembourg law;
- (b) the latest Net Asset Value will be made available to investors at the registered office of the Company and the Administrative Agent as soon it is finalised following the process set out in the Memorandum;
- (c) for the avoidance of doubt, the provisions of this article 12 are rules for determining the Net Asset Value per share and are not intended to affect the treatment for accounting or legal purposes of the assets and liabilities of the Company or any shares issued by the Company;
- (d) different valuation rules may be applicable in respect of a Specific Sub-fund as set out in the Memorandum;
- (e) with respect to the protection of investors in case of Net Asset Value calculation error and the correction of the consequences resulting from non-compliance with the investment rules applicable to the Company, the Board intends to comply with the principles and rules set out in CSSF circular 02/77 of 27 November 2002, subject to what is specified in the Memorandum.

12.6 The liabilities of the Company will be deemed to include:

- (a) all loans, bills and accounts payable;
- (b) all accrued interest on loans of the Company (including accrued fees for commitment for such loans);
- (c) all accrued or payable administrative expenses;
- (d) all known liabilities, present and future, including all matured contractual obligations for payment of money or property;
- (e) an appropriate provision for future taxes based on capital and income to the relevant Valuation Day, as determined from time to time by the Board, and other reserves, if any, authorised and approved by the Board; and
- (f) 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 Board will take into account all expenses payable and all costs incurred by the Company.

13. Art. 13. Temporary Suspension of Calculation of the Net Asset Value.

13.1 The Company may at any time and from time to time suspend the determination of the Net Asset Value of shares of any Sub-fund and/or the issue of the shares of such Sub-fund to subscribers and/or the redemption of the shares of such Sub-fund from its Shareholders as well as conversions of shares of any Class in a Sub-fund:

- (i) when 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 and when for any reason the Fund determines that such suspension is in the best interests of investors;
- (ii) if, as a result of exchange restrictions or other restrictions affecting the transfer of investments, transactions for the account of the Sub-fund 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;
- (iii) when the value of a substantial part of the investments of the Sub-fund or any intermediary vehicle may not be determined accurately or when the net asset value calculation of, and/or the redemption right of investors in, one or more target UCIs representing a substantial portion of the assets of the relevant Sub-fund is suspended;
- (iv) if, prior to the Valuation Day, new information becomes available in connection with a critical situation or default which could substantially alter the valuation of the relevant Sub-fund's overall assets and whose impact on the valuation cannot be assessed until the Valuation Day;
- (v) in accordance with, and in the circumstances as set out under, article 12.2 (h) above;
- (vi) when the suspension is required by law or legal process;
- (vii) when for any reason and in its absolute discretion the Board determines that such suspension is in the best interests of the Shareholders;
- (viii) upon the publication of a notice convening an extraordinary General Meeting of Shareholders for the purpose of winding-up the Company.

13.2 Any such suspension may be notified by the Company in such manner as it may deem appropriate to the persons likely to be affected thereby. The Company will notify Shareholders requesting redemption or conversion of their shares of such suspension. Such suspension as to any Sub-fund will 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.

13.3 Any request for subscription, redemption and conversion will be irrevocable except in the event of a suspension of the calculation of the Net Asset Value per share in the relevant Sub-fund, in which case Shareholders may give notice that they wish to withdraw their application. If no such notice is received by the Fund during the suspension period, such application will be dealt with on the first Valuation Day, as determined for each relevant Sub-fund, following the end of the period of suspension.

14. Art. 14. Management.

14.1 The Company will be managed by a Board of at least 3 (three) members. The directors of the Company, either Shareholders or not, are appointed for a term which may not exceed 6 (six) years, by a General Meeting. The directors

may be dismissed at any time and at the sole discretion of a General Meeting. The Board will be elected by the Shareholders at the General Meeting at which the number of directors, their remuneration and term of office will also be determined.

14.2 When a legal entity is appointed as a director of the Company (the Legal Entity), the Legal Entity must designate a permanent representative in order to accomplish this task in its name and on its behalf (the Representative). The Representative is subject to the same conditions and obligations, and incurs the same liability as if he was performing this task for his own account and on his own behalf, without prejudice to the joint liability of him and the Legal Entity. The Legal Entity cannot revoke the Representative unless it simultaneously appoints a new permanent representative.

14.3 Members of the Board are selected by a majority vote of the shares present or represented at the relevant General Meeting.

14.4 Any member of the Board may be removed with or without cause or replaced at any time by a resolution adopted by the General Meeting.

14.5 In the event of a vacancy in the office of a member of the Board, the remaining directors may temporarily fill such vacancy; the Shareholders will take a final decision regarding such nomination at their next General Meeting.

15. Art. 15. Meetings of the Board.

15.1 The Board will appoint a chairman (the Chairman) among its members and may choose a secretary, who need not be a director, and who will be responsible for keeping the minutes of the meetings of the Board. The Chairman will preside at all meetings of the Board. In his/her absence, the other members of the Board will appoint another chairman pro tempore who will preside at the relevant meeting by simple majority vote of the directors present or represented at such meeting.

15.2 The Board will meet upon call by the Chairman or any two directors at the place indicated in the notice of meeting.

15.3 Written notice of any meeting of the Board will be given to all the directors at least twenty-four (24) hours in advance of the date set for such meeting, except in circumstances of emergency, in which case the nature of such circumstances will be set forth briefly in the convening notice of the meeting of the Board.

15.4 No such written notice is required if all the members of the Board are present or represented during the meeting and if they state to have been duly informed, and to have had full knowledge of the agenda of the meeting. The written notice may be waived by the consent in writing, whether in original, by telefax, or e-mail to which an electronic signature (which is valid under Luxembourg law) is affixed, of each member of the Board. Separate written notice will not be required for meetings that are held at times and places determined in a schedule previously adopted by resolution of the Board.

15.5 Any member of the Board may act at any meeting of the Board by appointing in writing, whether in original, by telefax, or e-mail to which an electronic signature (which is valid under Luxembourg law) is affixed, another director as his or her proxy.

15.6 The Board can validly debate and take decisions only if at least the majority of its members is present or represented. A director may represent more than one of his or her colleagues, under the condition however that at least two directors are present at the meeting or participate at such meeting by way of any means of communication that are permitted under the Articles and by the Companies Act. Decisions are taken by the majority of the members present or represented. If at a Board meeting, the quorum is not met, a second Board meeting can be convened with the same agenda, in which case such second Board meeting will validly deliberate without quorum requirement.

15.7 In case of a tied vote, the Chairman of the meeting will not have a casting vote.

15.8 Any director may participate in a meeting of the Board by conference call, video conference or similar means of communications equipment whereby (i) the directors attending the meeting can be identified, (ii) all persons participating in the meeting can hear and speak to each other, (iii) the transmission of the meeting is performed on an on-going basis and (iv) the directors can properly deliberate, and participating in a meeting by such means will constitute presence in person at such meeting. A meeting of the Board held by such means of communication will be deemed to be held in Luxembourg.

15.9 Notwithstanding the foregoing, a resolution of the Board may also be passed in writing. Such resolution will consist of one or several documents containing the resolutions and signed, manually or electronically by means of an electronic signature which is valid under Luxembourg law, by each director. The date of such resolution will be the date of the last signature.

16. Art. 16. Minutes of Meetings of the Board.

16.1 The minutes of any meeting of the Board will be signed by the Chairman or a member of the Board who presided at such meeting.

16.2 Copies or extracts of such minutes which may be produced in judicial proceedings or otherwise will be signed by the Chairman or any two members of the Board.

17. Art. 17. Powers of the Board. The Board is vested with the broadest powers to perform or cause to be performed all acts of disposition and administration in the Company's interest. All powers not expressly reserved by the Companies Act or by the Articles to the General Meeting fall within the competence of the Board.

18. Art. 18. Delegation of Powers.

18.1 The Board may appoint any person as day-to-day manager (délégué à la gestion journalière) who will have full authority to act on behalf of the Company in all matters concerned with the daily management and affairs of the Company.

18.2 The Board may appoint a person, either a Shareholder or not, either a director or not, as permanent representative for any entity in which the Company is appointed as member of the board of directors. This permanent representative will act with all discretion, but in the name and on behalf of the Company, and may bind the Company in its capacity as member of the board of directors of any such entity.

18.3 The Board is also authorised to appoint a person, either director or not, for the purposes of performing specific functions at every level within the Company.

18.4 The Board may establish committees and delegate to such committees full authority to act on behalf of the Company in all matters concerned with the daily management and affairs of the Company in respect of one or more Sub-fund(s) or to act in a purely advisory capacity to the Company in respect of one or more Sub-fund(s). The rules concerning the composition, functions, duties, remuneration of these committees will be as set forth in the Memorandum.

19. Art. 19. Binding Signatures.

19.1 The Company will be bound towards third parties in all matters by the sole signature of any member of the Board.

19.2 The Company will further be bound by the joint signatures of any persons or the sole signature of the person to whom specific signatory power has been granted by the Board, but only within the limits of such power. Within the boundaries of the daily management, the Company will be bound by the sole signature, as the case may be, of the person appointed to that effect in accordance with the article 18.1 above.

20. Art. 20. Delegation of Power and Appointment of Investment Manager.

20.1 The Board may delegate its powers to conduct the daily management and affairs of the Company (including the right to act as authorised signatory for the Company) and its powers to carry out acts in furtherance of the corporate policy and purpose to one or several physical persons or corporate entities, which need not be members of the Board, who shall have the powers determined by the Board and who may, if the Board so authorises, sub-delegate their powers.

20.2 The Company may enter with any Luxembourg or foreign company into (an) investment management agreement (s), according to which any company first approved by it will supply the Company with recommendations and advice with respect to the Company's investment policy pursuant to article 21 hereof. Furthermore, such company may, on a day-to-day basis and subject to the overall control and ultimate responsibility of the Board, purchase and sell securities and otherwise manage the Company's portfolio. The investment management agreement shall contain the rules governing the modification or expiration of such contract(s) which are otherwise concluded for an unlimited period.

20.3 The Board may also confer special powers of attorney by notarial or private proxy.

21. Art. 21. Investment Policy and Restrictions.

21.1 The Board, based upon the principle of risk spreading, has the power to determine (i) the investment policies to be applied in respect of each Sub-fund, (ii) the hedging strategy to be applied to specific Classes within particular Sub-funds and (iii) the course of conduct of the management and business affairs of the Company, all within the investment powers and restrictions as will be set forth by the Board in the Memorandum, in compliance with applicable laws and regulations.

21.2 The Board will also have power to determine any restrictions which will from time to time be applicable to the investment of the Company's and its Sub-funds' assets, in accordance with the 2007 Act including, without limitation, restrictions in respect of:

- (a) the borrowings of the Company or any Sub-fund thereof and the pledging of its assets; and
- (b) the maximum percentage of the Company or a Sub-fund's assets which it may invest in any single underlying asset and the maximum percentage of any type of investment which it (or a Sub-fund) may acquire.

21.3 The Board, acting in the best interests of the Company, may decide, in accordance with the terms of the Memorandum, that (i) all or part of the assets of the Company or of any Sub-fund be co-managed on a segregated basis with other assets held by other investors, including other UCIs and/or their sub-funds, or that (ii) all or part of the assets of two or more Sub-funds be co-managed on a segregated or on a pooled basis.

21.4 A Sub-fund (the Investing Sub-fund) may invest in one or more other Sub-funds. Any acquisition of shares of another Sub-fund (the Target Sub-fund) by the Investing Sub-fund is subject to the following conditions (and such other conditions as may be applicable in accordance with the terms of the Memorandum):

- (a) the Target Sub-fund may not invest contemporaneously in the Investing Sub-fund;
- (b) the voting rights attached to the shares of the Target Sub-fund are suspended during the investment by the Investing Sub-fund;
- (c) the value of the shares of the Target Sub-fund held by the Investing Sub-fund are not taken into account for the purpose of assessing the compliance with the EUR 1,250,000 minimum capital requirement set out in article 5.2 above.

22. Art. 22. Indemnification.

22.1 The members of the Board are entitled to be indemnified, out of the relevant Sub-fund's assets against any and all liabilities, obligations, losses, damages, fines, taxes and interest and penalties thereon, claims, demands, actions, suits, proceedings (whether civil, criminal, administrative, investigative or otherwise) and litigation costs, expenses and disbursements (including legal and accounting fees and expenses, costs of investigation and sums paid in settlement) which may be imposed on, incurred by, or asserted at any time against them in any way related to or arising out of the Board members being involved in the business of the relevant Sub-fund, provided that no director will be entitled to such indemnification for any action or omission resulting from any behaviour which qualifies as fraud, wilful misconduct, reckless disregard or gross negligence.

22.2 In the event of a settlement, indemnification will be provided only in connection with such matters covered by the settlement as to which the person to be indemnified did not commit such a breach of duty. To assess whether or not indemnification will be provided in these circumstances, the Company will be advised by counsel selected in good faith. The foregoing right of indemnification will not exclude other rights to which such person may be entitled.

22.3 Each of the Company's service providers and their directors, managers, officers, agents and employees may also benefit from an indemnification from the Company, subject to the terms and provisions of the relevant service provider agreement.

22.4 The Company will, wherever deemed appropriate by the Board, provide professional, director and officer or other adequate indemnity insurance coverage to one or more Board members.

23. Art. 23. Powers of the General Meeting of the Company.

23.1 As long as the Company has only one Shareholder, the Sole Shareholder assumes all powers conferred to the General Meeting. In these Articles, decisions taken, or powers exercised, by the General Meeting will be a reference to decisions taken, or powers exercised, by the Sole Shareholder as long as the Company has only one Shareholder. The decisions taken by the Sole Shareholder are documented by way of minutes.

23.2 In the case of a plurality of Shareholders, any regularly constituted General Meeting will represent the entire body of Shareholders of the Company. It will have the broadest powers to order, carry out or ratify acts relating to all the operations of the Company.

24. Art. 24. Annual General Meeting of the Shareholders - Other Meetings.

24.1 The annual General Meeting will be held, in accordance with Luxembourg law, in Luxembourg at the address of the registered office of the Company or at such other place in the municipality of the registered office as may be specified in the convening notice of the meeting, on the third Friday of May of each year at 14.00 CET. If such day is not a business day for banks in Luxembourg, the annual General Meeting will be held on the following business day.

24.2 The annual General Meeting may be held abroad if, in the absolute and final judgment of the Board exceptional circumstances so require.

24.3 Other meetings of the Shareholders of the Company may be held at such place and time as may be specified in the respective convening notices of the meeting.

24.4 Any Shareholder may participate in a General Meeting by conference call, video conference or similar means of communications equipment whereby (i) the Shareholders attending the meeting can be identified, (ii) all persons participating in the meeting can hear and speak to each other, (iii) the transmission of the meeting is performed on an on-going basis and (iv) the Shareholders can properly deliberate, and participating in a meeting by such means will constitute presence in person at such meeting.

25. Art. 25. Notice, Quorum, Convening Notices, Powers of Attorney and Vote

25.1 The notice periods and quorum provided for by law will govern the notice for, and the conduct of, the General Meetings, unless otherwise provided herein.

25.2 The Board or, if exceptional circumstances require so, any two directors acting jointly may convene a General Meeting. They will be obliged to convene it so that it is held within a period of one month, if Shareholders representing one-tenth of the capital require it in writing, with an indication of the agenda. One or more Shareholders representing at least one tenth of the subscribed capital may require the entry of one or more items on the agenda of any General Meeting. This request must be addressed to the Company at least 5 (five) days before the relevant General Meeting.

25.3 All the shares of the Company being in registered form, the convening notices will be made by registered letters only.

25.4 Each share is entitled to one vote, subject to article 11.3.

25.5 Except as otherwise required by law or by these Articles, resolutions at a duly convened General Meeting will be passed by a simple majority of those present or represented and voting. However, resolutions to alter the Articles may only be adopted in a General Meeting held in accordance with the requirements of the Companies Act for amendment to the Articles. Votes relating to shares for which the Shareholder did not participate in the vote, abstain from voting, cast a blank (blanc) or spoilt (nul) vote are not taken into account to calculate the majority.

25.6 To the extent permitted by law, the convening notice to a General Meeting may provide that the quorum and majority requirements will be assessed against the number of shares issued and outstanding at midnight (Luxembourg

time) on the fifth day prior to the relevant meeting (the Record Date) in which case, the right of any Shareholder to participate in the meeting will be determined by reference to his/her/its holding as at the Record Date.

25.7 The nationality of the Company may be changed and the commitments of its Shareholders may be increased only with the unanimous consent of the Shareholders and bondholders.

25.8 A Shareholder may act at any General Meeting by appointing another person who need not be a Shareholder as its proxy in writing whether in original, by telefax, or e-mail to which an electronic signature (which is valid under Luxembourg law) is affixed.

25.9 If all the Shareholders of the Company are present or represented at a General Meeting, and consider themselves as being duly convened and informed of the agenda of the meeting, the meeting may be held without prior notice.

25.10 The Shareholders may vote in writing (by way of a voting bulletins) on resolutions submitted to the General Meeting provided that the written voting bulletins include (i) the name, first name, address and the signature of the relevant Shareholder, (ii) the indication of the shares for which the Shareholder will exercise such right, (iii) the agenda as set forth in the convening notice and (iv) the voting instructions (approval, refusal, abstention) for each point of the agenda. In order to be taken into account, the original voting bulletins must be received by the Company seventy-two (72) hours before the relevant General Meeting.

25.11 Before commencing any deliberations, the Shareholders will elect a chairman of the General Meeting. The chairman will appoint a secretary and the Shareholders will appoint a scrutineer. The chairman, the secretary and the scrutineer form the General Meeting's bureau.

25.12 The minutes of the General Meeting will be signed by the members of the bureau of the General Meeting and by any Shareholder who wishes to do so.

25.13 However, in case decisions of the General Meeting have to be certified, copies or extracts for use in court or elsewhere must be signed by the chairman of the Board or any two other directors.

26. Art. 26. General Meetings of Shareholders in a Sub-fund or in a Class of Shares.

26.1 The Shareholders of the Classes issued in a Sub-fund may hold, at any time, General Meetings to decide on any matters which relate exclusively to that Sub-fund.

26.2 In addition, the Shareholders of any Class may hold, at any time, General Meetings for any matters which are specific to that Class.

26.3 The provisions of article 25 apply to such General Meetings, unless the context otherwise requires.

27. Art. 27. Auditors.

27.1 The accounting information contained in the annual report of the Company will be examined by an independent auditor (réviseur d'entreprises agréé) appointed by the General Meeting and remunerated by the Company.

27.2 The independent auditor will fulfil all duties prescribed by the 2007 Act.

28. Art. 28. Liquidation or Merger of Sub-funds or Classes of Shares.

28.1 In the event that for any reason the value of the total net assets in any Sub-fund or the value of the net assets of any Class within a Sub-fund has decreased to, or has not reached, an amount determined by the Board to be the minimum level for such Sub-fund or Class to be operated in an economically efficient manner or in case of a substantial modification in the political, economic or monetary situation, or as a matter of economic rationalisation, the Board may decide to offer to the relevant Shareholders the conversion of their shares into shares of another Sub-fund under terms fixed by the Board or to redeem all the shares of the relevant Class or Classes at the Net Asset Value per share (taking into account actual realisation prices of investments and realisation expenses) calculated on the Valuation Day at which such decision will take effect. The Company will serve a notice to the holders of the relevant shares prior to the effective date for the compulsory redemption, which will indicate the reasons for and the procedure for the redemption operations.

28.2 Any request for subscription will be suspended as from the moment of the announcement of the termination, the merger or the transfer of the relevant Sub-fund or Class.

28.3 In addition, the General Meeting of any Class or of any Sub-fund will, in any other circumstances, have the power, upon proposal from the Board, to redeem all the shares of the relevant Sub-fund or Class and refund to the Shareholders the Net Asset Value of their shares (taking into account actual realisation prices of investments and realisation expenses) calculated on the Valuation Day immediately preceding the date at which such decision will take effect. There will be no quorum requirements for a General Meeting constituted pursuant to this article 28, which will decide by resolution taken by simple majority of those present or represented and voting at such meeting.

28.4 Assets which may not be distributed to their beneficiaries upon the implementation of the redemption will be deposited with the Caisse de Consignation on behalf of the persons entitled thereto until the statutory limitation period has lapsed.

28.5 All redeemed shares will be cancelled.

28.6 Under the same circumstances as provided by the first paragraph of this article, the Board may decide to allocate the assets of any Sub-fund to those of another existing Sub-fund or to another undertaking for collective investment organised under the provisions of the 2007 Act or of Part II of the act of 17 December 2010 concerning UCIs or to

another sub-fund within such other UCI (the New Sub-fund) and to redesignate the shares of the Sub-fund concerned as shares of the New Sub-fund (following a split or consolidation, if necessary, and the payment of the amount corresponding to any fractional entitlement to Shareholders). Such decision will be communicated in the same manner as described in the first paragraph of this article one month before its effectiveness (and, in addition, the publication will contain information in relation to the New Sub-fund), in order to enable Shareholders to request redemption of their shares, free of charge, during such period.

28.7 Notwithstanding the powers conferred to the Board by the article 28.6, a contribution of the assets and liabilities attributable to any Sub-fund to another Sub-fund within the Company may, in any other circumstances, be decided upon by a General Meeting of the Sub-fund or Class concerned for which there will be no quorum requirements and which will decide upon such an amalgamation by resolution taken by simple majority of those present or represented and voting at such meeting.

28.8 Furthermore, a contribution of the assets and liabilities attributable to any Sub-fund to another undertaking for collective investment referred to in article 28.6 or to another sub-fund within such other undertaking for collective investment will require a resolution of the Shareholders of the Class or Sub-fund concerned taken with 50% quorum requirement of the shares in issue and adopted at a 2/3 majority of the shares present or represented, except when such an amalgamation is to be implemented with a Luxembourg undertaking for collective investment of the contractual type (fonds commun de placement) or a foreign based undertaking for collective investment, in which case resolutions will be binding only on such Shareholders who have voted in favour of such amalgamation.

29. Art. 29. Accounting Year. The accounting year of the Company will begin on 1 January and ends on 31 December of each year.

30. Art. 30. Annual Accounts.

30.1 Each year, at the end of the financial year, the Board will draw up the annual accounts of the Company in the form required by the 2007 Act.

30.2 At the latest one month prior to the annual General Meeting, the Board will submit the Company's balance sheet and profit and loss account together with its report and such other documents as may be required by law to the independent auditor of the Company who will thereupon draw up its report.

30.3 At the latest 15 (fifteen) days prior to the annual General Meeting, the balance sheet, the profit and loss account, the reports of the Board and of the independent auditor and such other documents as may be required by law will be deposited at the registered office of the Company where they will be available for inspection by the Shareholders during regular business hours.

31. Art. 31. Application of Income.

31.1 The General Meeting determines, upon proposal from the Board and within the limits provided by law and the Memorandum, how the income from the Sub-fund will be applied with regard to each existing Class, and may declare, or authorise the Board to declare, dividends.

31.2 For any Class entitled to dividends, the Board may decide to pay interim dividends in accordance with legal provisions.

31.3 Payments of dividends to owners of registered shares will be made to such Shareholders at their addresses in the register of Shareholders.

31.4 Dividends may be paid in such a currency and at such a time and place as the Board determines from time to time.

31.5 The Board may decide to distribute bonus stock in lieu of cash dividends under the terms and conditions set forth by the Board.

31.6 Any dividend that has not been claimed within five years of its declaration will be forfeited and revert to the Class (es) issued in the respective Sub-fund.

31.7 No interest will be paid on a dividend declared by the Company and kept by it at the disposal of its beneficiary.

32. Art. 32. Depositary.

32.1 The Company will enter into a depositary agreement with a bank or savings institution which will satisfy the requirements of the 2007 Act, and, if the Company were to become subject to the provision of the Luxembourg act of 12 July 2013 on alternative investment fund managers (the 2013 Act), the 2013 Act (the Depositary) who will assume towards the Company and its Shareholders the responsibilities provided by the 2007 Act, and where applicable, the 2013 Act. The fees payable to the Depositary will be determined in the depositary agreement. If and to the extent that the 2013 Act were to be applicable to the Company, the Depositary is authorised to discharge its liability in accordance with and subject to the terms of article 19 (4) of the 2013 Act and article 21.14 of the Directive 2011/61/EU on alternative investment fund managers and any applicable local implementing measures thereof.

32.2 In the event of the Depositary desiring to retire, the Board will within two months appoint another financial institution to act as depositary and upon doing so the Board will appoint such institution to be depositary in place of the retiring Depositary. The Board will have power to terminate the appointment of the Depositary but will not remove the

Depository unless and until a successor depository will have been appointed in accordance with this provision to act in place thereof.

33. Art. 33. Winding Up.

33.1 The Company may at any time be dissolved by a resolution of the General Meeting, subject to the quorum and majority requirements for amendment to these Articles.

33.2 If the assets of the Company fall below two-thirds of the minimum capital indicated in article 5, the question of the dissolution of the Company will be referred to the General Meeting by the Board. The General Meeting, for which no quorum will be required, will decide by simple majority of the votes of the shares represented at the General Meeting.

33.3 The question of the dissolution of the Company will further be referred to the General Meeting whenever the share capital falls below one-fourth of the minimum capital set by article 5; in such event, the General Meeting will be held without any quorum requirements and the dissolution may be decided by Shareholders holding one-quarter of the votes of the shares represented at the meeting.

33.4 The meeting must be convened so that it is held within a period of forty days from the ascertainment that the net assets of the Company have fallen below two-thirds or one-quarter of the legal minimum, as the case may be.

33.5 In the event of dissolution of the Company liquidation will be carried out by one or several liquidators (who may be physical persons or legal entities) named by the meeting of Shareholders effecting such dissolution and which will determine their powers and their compensation.

33.6 The decision to dissolve the Company will be published in the Mémorial and two newspapers with adequate circulation, one of which must be a Luxembourg newspaper.

33.7 The liquidator(s) will realise each Sub-fund's assets in the best interests of the Shareholders and apportion the proceeds of the liquidation, after deduction of liquidation costs, amongst the Shareholders of the relevant Sub-fund according to their respective prorata.

33.8 Any amounts unclaimed by the Shareholders at the closing of the liquidation of the Company will be deposited with the Caisse de Consignation in Luxembourg for a duration of thirty (30) years. If amounts deposited remain unclaimed beyond the prescribed time limit, they will be forfeited.

34. Art. 34. Applicable Law. All matters not governed by these Articles will be determined in accordance with the 2007 Act and the Companies Act in accordance with article 1.2.

Transitional Provisions

The first business year begins today and ends on 31 December 2014.

The first annual General Meeting will be held in 2015.

Subscription

The Articles having thus been established, the party appearing hereby declares that it subscribes to three hundred and ten (310) shares representing the total share capital of the Company.

All these shares have been fully paid up by RP - Fonds Institutionnel, prenamed, by payment in cash, so that the sum of thirty one thousand EUR (EUR 31,000) paid by RP - Fonds Institutionnel is from now on at the free disposal of the Company, evidence thereof having been given to the officiating notary.

Statement - Costs

The notary executing this deed declares that the conditions prescribed by article 26, 26-3 and 26-5 of the Companies Act have been fulfilled and expressly bears witness to their fulfilment. Further, the notary executing this deed confirms that these Articles comply with the provisions of article 27 of the Companies Act.

The expenses, costs, remunerations and charges in any form whatsoever, which shall be borne by the Company as a result of the present deed are estimated to be approximately EUR 2,500.-

Resolutions of the Sole Shareholder

The above named party, representing the whole of the subscribed capital, has passed the following resolutions:

1. the number of directors is set at three (3);
2. the following persons are appointed as directors until the annual general meeting of shareholders to be held in 2015:
 - Mr Stéphane Ries, born on 17 September 1968 in Uccle, Belgium, with professional address at 43, boulevard Royal, L-2955 Luxembourg, Grand Duchy of Luxembourg;
 - Ms Sara Vermeir, born on 15 December 1982 in Aalst, Belgium, with professional address at Sneeuwbeslaan 20, PB 2, B-2610 Antwerp, Belgium;
 - Mr Guy Pourveur, born on 17 September 1963 in Antwerp, Belgium, with professional address at 2, rue d'Arlon, L-8399 Windhof, Grand Duchy of Luxembourg.

3. Deloitte Audit, S.à r.l. with registered office at 560, rue de Neudorf, L-2220 Luxembourg, Grand Duchy of Luxembourg, is appointed as independent auditor (réviseur d'entreprises agréé) of the Company until the annual general meeting of shareholders to be held in 2015;

4. the address of the registered office of the Company is at 11, rue Aldringen, L-1118 Luxembourg, Grand Duchy of Luxembourg.

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

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

The document having been read to the person appearing, who is known to the notary by its surname, name, civil status and residence, the said person appearing signed the present deed together with the notary.

Signé: L. KLEMANN et H. HELLINCKX.

Enregistré à Luxembourg, A.C., le 27 juin 2014. Relation: LAC/2014/29748. Reçu soixante-quinze euros (75,- EUR).

Le Receveur (signé): I. THILL.

POUR EXPEDITION CONFORME, délivrée à la société sur demande.

Luxembourg, le 3 juillet 2014.

Référence de publication: 2014094120/902.

(140112840) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 juillet 2014.

Jefolbe S.A., Société Anonyme.

Siège social: L-1470 Luxembourg, 70, route d'Esch.

R.C.S. Luxembourg B 139.906.

—
EXTRAIT

Les comptes annuels du 1^{er} janvier 2012 au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Pour extrait conforme

Signature

Un mandataire

Référence de publication: 2014064272/14.

(140074800) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 mai 2014.

**RPO Co-Investment Amex SCS, Société en Commandite simple,
(anc. RPO Co-Investment Amex SCA).**

Siège social: L-1136 Luxembourg, 1, place d'Armes.

R.C.S. Luxembourg B 182.908.

In the year two thousand and fourteen, on the sixteenth day of June.

Before Us, Maître Jean-Paul Meyers, notary residing in Rambrouch, Grand Duchy of Luxembourg.

Is held:

An extraordinary general meeting (the Meeting) of the Partners (the Partners) of RPO Co-Investment Amex SCA, a Luxembourg partnership limited by shares (société en commandite par actions) with registered office at L-1136 Luxembourg, 1, place d'Armes and being registered with the Luxembourg trade and companies register under number B 182.908. The Partnership has been incorporated pursuant to a deed of Maître Maître Jean Seckler, notary residing in Junglinster, on 13 December 2013, published in the Mémorial, Recueil des Sociétés et Associations, C - N° 382, dated 11 February 2014. The articles of association of the Partnership (the Articles) have not been amended yet.

The Meeting is chaired by Mr Bertrand Geradin, professionally residing in Luxembourg (the Chairman).

The Chairman appoints Mr Thibaud Herberigs, professionally residing in Luxembourg, as secretary (the Secretary).

The Meeting appoints Mr Magdalena Mozdierz professionally residing in Luxembourg, as scrutineer (the Scrutineer) (the Chairman, the Secretary and the Scrutineer constituting the Bureau of the Meeting).

The Partners, present or represented, and the number of shares they hold are indicated on an attendance list which will remain attached to the present deed after having been signed by the Partners, the representatives of the Partners, the members of the Bureau and the undersigned notary to be filed at the same time than this deed with the registration authorities.

Proxies from Partners represented at the present Meeting will also remain attached to the present deed to be filed with such deed with the registration authorities after having been signed *in variatur* by the proxyholders acting on behalf of the appearing parties and the undersigned notary.

The Bureau having thus been constituted, the Chairman declares and requests the undersigned notary to record the following:

1 The Partnership has a subscribed, issued and fully paid nominal share capital of forty-five thousand and one United States Dollars (USD 45,001) divided into one (1) Management Share and forty-five thousand (45,000) Class B ordinary shares.

2 The agenda of the Meeting is worded as follows:

- (a) Waiver of the convening notices;
- (b) Decision to change the legal form of the Partnership so as to convert it from a *société en commandite par actions* (partnership limited by shares) into a *société en commandite simple* (limited partnership);
- (c) Change the name of the Partnership from RPO Co-Investment Amex SCA into RPO Co-Investment Amex SCS;
- (d) Restatement in full the Partnership's articles of association;
- (e) Confirmation of the appointment and, to the extent necessary, reappointment of Alter Audit S.à r.l. for a term which will expire at the annual general meeting of the Partners of the Partnership to be held in 2016;
- (f) Confirmation of the registered office of the Partnership;
- (g) Authorization for the amendment of the share register of the Partnership; and
- (h) Miscellaneous.

3 The Meeting, after deliberation, unanimously passed the following resolutions:

First resolution

The entirety of the voting corporate share capital of the Partnership being represented at the present Meeting, the Meeting waives the convening notices, the Partners represented considering themselves as duly convened and declaring having perfect knowledge of the agenda, which has been communicated to them in advance.

Second resolution

The Meeting resolves to change the form of the Partnership so as to convert it from a *société en commandite par actions* (partnership limited by shares) into a *société en commandite simple* (limited partnership), with continuity of its legal personality, in accordance with article 3 of the law of 10 August 1915 on commercial companies, as amended.

Third resolution

The Meeting resolves to change the name of the Partnership from RPO Co-Investment Amex SCA into RPO Co-Investment Amex SCS.

Fourth resolution

The Meeting resolves to fully restate and adapt the articles of incorporation of the Partnership to the new legal form of the Partnership, which shall forthwith read as follows:

“I. Name - Statutory seat - Duration - Object

Art. 1. Name. There exists among RPO G.P. S.à r.l., being the general partner (*associé commandité*) (the General Partner) and FIN PO S.A. SICAR, being the limited partner (*associé commanditaire*) (the Limited Partner) and any and all persons or entities who may become partners in the future, a limited partnership (*société en commandite simple*) under the name RPO Co-Investment Amex SCS (the Partnership), governed by the present agreement (the Agreement) and the laws of the Grand Duchy of Luxembourg, in particular the law of August 10, 1915 on commercial companies, as amended (the Law).

Art. 2. Statutory Seat. The statutory seat of the Partnership is established in the city of Luxembourg.

Art. 3. Duration.

- 3.1. The Partnership is established for an unlimited duration.
- 3.2. The term of the Partnership does not end by the resignation, dissolution or bankruptcy or insolvency of any of the General Partner(s) or Limited Partner(s).

Art. 4. Object.

4.1. The object of the Partnership is the acquisition of participations, in Luxembourg or abroad, in any companies or enterprises in any form whatsoever and the administration, management, control and development of such participations. The Partnership may in particular acquire by way of subscription, purchase, exchange or in any other manner any stock, shares and/or other participation securities, bonds, debentures, certificates of deposit and/or other debt instruments and more generally any securities and/or financial instruments issued by any public or private entity whatsoever. It may participate in the creation, development, management and control of any company or enterprise. It may further make

direct or indirect real estate investments and invest in the acquisition and management of a portfolio of patents or other intellectual property rights of any nature or origin whatsoever.

4.2. The Partnership may borrow in any form whatsoever. It may issue notes, bonds and debentures and any kind of debt and/or equity securities. The Partnership may lend funds including, without limitation, the proceeds of any borrowings and/or issues of debt or equity securities to its subsidiaries, affiliated companies and/or any other companies and the Partnership may also give guarantees and pledge, transfer, encumber or otherwise create and grant security over all or over some of its assets to guarantee its own obligations and undertakings and/or obligations and undertakings of any other company, and, generally, for its own benefit and/or the benefit of any other company or person, in each case to the extent those activities are not considered as regulated activities of the financial sector.

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

4.4. The Partnership may generally carry out any operations and transactions, which directly or indirectly favour or relate to its object.

II. Capital - Units

Art. 5. Capital.

5.1. The unit capital of the Partnership is set at forty-five thousand and one US Dollars (USD 45,001), represented by forty-five thousand and one (45,001) units with a par value of one US Dollar (USD) each (the Units and each a Unit).

5.2. The General Partner holds one (1) Unit (the General Partner Unit), and the Limited Partner holds forty-five thousand (45,000) Class B Units (the Limited Partner Units).

5.3. All the Units are fully paid up.

5.4. The authorised share capital of the Partnership is set at seventy million forty-five thousand and one US Dollars (USD 70,045,001) and the General Partner is authorised without any further need of a decision by the general meeting of the Partners and without reserving preferential subscription right to the holders of Class A Limited Partner Units, Class B Limited Partner Units and Class C Limited Partner Units to issue in addition to the existing Units of the Partnership, an aggregate number of seventy million (70.000.000) Units, having a par value of one US Dollar (USD 1) as follows: forty million (40,000,000) Class A Limited Partner Units, twenty-five million (25,000,000) Class B Limited Partner Units and five million (5,000,000) Class C Limited Partner Units.

5.5. The General Partner shall be authorized for a period of 5 (five years) starting on the date of the incorporation of the Partnership, to increase the corporate capital of the Partnership, in one or several times, from forty-five thousand one US Dollars (USD 45,001) to seventy million forty-five thousand and one US Dollars (USD 70,045,001)

(i) by the creation and issuance of new General Partner Units and/or Limited Partner Units;

(ii) by determination of the date and place at which the agreement/deed acknowledging the capital increase will be executed;

(iii) by the record of any share capital increase effected within the limits of the authorised share capital and amendment of article 5.1 of the Articles accordingly; and

(iv) by amendment to the Share register of the Partnership every time an increase of the share capital is effected within the limits of the authorised share capital.

Art. 6. Transfer of Units.

6.1. The Units are freely transferable among the Partners.

6.2. No transfers of Limited Partner Units to a third party will be made without the prior written approval of the General Partner(s).

6.3. The transfer of Units will only be binding upon the Partnership following a notification to the Partnership of the transfer as provided for in article 1690 of the civil code.

Art. 7. Conversion of Class B Limited Partner Units.

7.1. Any Class A Limited Partner Units shall automatically be converted into a Class B Limited Partner Units without any further action by the general meeting of the Partners and/or the holders thereof, at the request of the General Partner and subject to the transfer of such Class A Limited Partner Units to a holder of Class B Limited Partner Units, subject to the consent of the holder of Class B Limited Partner Units.

7.2. Any Class B Limited Partner Units shall automatically be converted into a Class A Limited Partner Units without any further action by the general meeting of Partners and/or the holders thereof, at the request of the General Partner and subject to the consent of the holder of Class B Limited Partner Units.

7.3. The Class A Limited Partner Units shall be converted into Class B Limited Partner Units in accordance with Article 7.1 at a conversion rate of one (1) Class A Limited Partner Unit for one (1) Class B Limited Partner Unit.

7.4. The Class B Limited Partner Units shall be converted into Class A Limited Partner Units in accordance with Article 7.1 at a conversion rate of one (1) Class B Limited Partner Unit for one (1) Class A Limited Partner Unit.

7.5. Duties of the General Partner:

The General Partner is authorised and instructed (i) to determine if the conditions of the conversion of the Class A Limited Partner Units and Class B Limited Partner Units as provided in Articles 7.1 to 7.4 have been fulfilled, (ii) to record the conversion in the share register of the Partnership, (iii) to render effective any conversion of the shares in accordance with this Article 7 and see to the consequential amendments to Article 7 of the articles of association and (iv) to take any steps and actions (including, without limitation, to authorise and empower any person) necessary for the purpose of obtaining the recording of the alteration of article 5 of these articles of association and the publication of such amendment.

Art. 8. Liability.

8.1. The liability of a Limited Partner(s) will be limited to the amount of its respective contribution to the Partnership, and, except as otherwise required by Law, nothing in this Agreement will remove, diminish or affect such limitation provided such Limited Partner complies with the provisions of this Agreement and any applicable laws.

8.2. The General Partner is jointly and severally liable towards third parties for all the obligations of the Partnership.

Art. 9. Issuance of Units.

9.1. The admission of additional partners and the issuance of Units to such partners will be subject to the prior written approval of the General Partner(s).

Art. 10. Form of Units - Partners' register.

10.1. Units are and will remain in registered form.

10.2 A register of Units will be kept at the office of the Partnership and may be examined by each Partner who so requires.

III. Management - Delegation of powers - Auditor - Representation

Art. 11. Management.

11.1 The Partnership will be managed by one or several General Partner(s).

11.2. The General Partner(s) will have full powers to carry out and approve for the Partnership all acts and operations consistent with the Partnership's objects.

11.3. The General Partner(s) are vested with the broadest powers to perform all acts of administration and disposition in the Partnership's interest which are not expressly reserved by the Law or by this Agreement to the general meeting of Partners.

11.4. In case of plurality of General Partners, decisions of the General Partners will be validly taken if adopted by a majority of the General Partners.

Art. 12. Delegation of powers.

12.1. Subject to article 16 (c), the General Partner(s) may at any time appoint one or several ad hoc agent(s) to perform specific tasks. The General Partner(s) will determine the powers and remuneration (if any) of such agent(s), the duration of the period of representation and any other relevant condition of the agency. The agent(s) so appointed are in any case revocable ad nutum by decision of the General Partner(s).

12.2. The appointment of agent(s) pursuant to article 12.1 above will have no effect on the unlimited liability of the General Partner(s).

Art. 13. Auditor.

13.1. The Partnership may appoint an auditor and will do so in the cases required by the Law. The auditor will be appointed by the general meeting of Partners for a term which may not exceed six years, renewable.

13.2. The auditor is revocable ad nutum by the general meeting of Partners.

Art. 14. Representation. The Partnership will be bound by the sole signature of the General Partner, or in case of plurality of General Partners, by the sole signature of any General Partner or by the sole signature of any person to whom the power to sign on behalf of the Partnership has been validly delegated by the General Partner(s).

Art. 15. Remuneration of the General Partner(s). The General Partner(s) may receive an annual remuneration for their duties in connection with the Partnership, such remuneration to be decided upon from time to time by the general meeting of Partners.

Art. 16. Restrictions on Limited Partners.

No Limited Partner will:

- (a) be permitted to take part in, or interfere in any manner with, the control of the business or affairs of the Partnership;
- (b) have any vote in the management or operation of any Partnership asset; or
- (c) have the authority or power to act as agent for or on behalf of the Partnership or any other partner, to do any act which would be binding on the Partnership or any other partner, or to incur any expenditure on behalf of or with respect to the Partnership.

IV. General meetings of partners

Art. 17. Powers and Voting rights.

17.1. Each Unit entitles its holder to one vote in general meetings of Partners.

17.2. Each Partner may appoint any person or entity as its attorney pursuant to a proxy given by letter, telefax or e-mail, to represent it at a general meeting of Partners.

Art. 18. Form - Quorum - Majority.

18.1. The Partners will meet as often as necessary upon call of the General Partner or, in case of plurality of General Partners, any one General Partner, with at least two days prior written notice. The general meeting of Partners will be held at the place indicated in the convening notice.

18.2. If all the Partners are present or represented at a general meeting of Partners, the convening notices may be waived in writing.

18.3. Subject to article 18.5 of this Agreement, resolutions at general meetings of Partners will be passed validly by a simple majority of Partners present or represented at the meeting.

18.4. Notwithstanding article 18.3 of this Agreement, the general meeting of Partners will not validly deliberate unless the General Partner or, in case of plurality of General Partners, each General Partner is present or represented.

18.5. Any general meeting of Partners convened to amend any provision of, and/or fully restate, this Agreement will not validly deliberate unless at least one half of the Units outstanding is present or represented and the agenda indicates the proposed amendments to this Agreement. If the quorum requirement is not satisfied, a second general meeting of partners may be convened by registered letter confirmed by the stamp evidencing the date of dispatch addressed to each Partner. Such convening notice will reproduce the agenda and indicate the date and the results of the previous general meeting of Partners. The second general meeting of Partners will validly deliberate regardless of the proportion of Units represented. Resolutions are validly adopted when approved by Partners representing three quarters of the Units outstanding and by the General Partner, or in case of plurality of General Partners, each of the General Partners. Contrary to the previous sentence, resolutions concerning the amendment of this Agreement reflecting the transfer of a Unit among the Partners, the transfer of Limited Partner Units to a third party and the admission of additional Partners and the issuance of Units to such Partners, are validly adopted when approved by the General Partner, or in case of plurality of General Partners, each of the General Partners.

18.6. Decisions of the Partners may be taken by circular resolution, the text of which will be sent to the Partners in writing, whether in original or by telefax or e-mail. The partners will cast their vote by signing the circular resolution.

V. Annual general meeting - Accounts - Allocation of profits

Art. 19. Annual General Meeting.

19.1. A general meeting of Partners approving the financial statements of the Partnership will be held annually within six months after the close of the accounting year at the registered office of the Partnership or at such other place as may be specified in the notice convening the meeting.

Art. 20. Accounting Year.

20.1. The accounting year of the Partnership will begin on the first day of April of each year and end on the thirty-first of March of the following year.

20.2. In respect of each accounting year, the General Partner(s) will draw up an inventory and prepare the financial statements of the Partnership in accordance with the Law.

Art. 21. Allocation of Profits.

21.1. The allocation and distribution of profits will be determined and, as the case may be, declared by the general meeting of Partners, upon proposal of the General Partner(s).

21.2. Each Partner has the right to participate in the profits of the Partnership in proportion to the percentage of the aggregate amount of capital held by him in the Partnership, consisting of the par value of the Units held by such Partner.

VI. Dissolution - Liquidation

Art. 22. Dissolution - Liquidation.

22.1. In the event of dissolution of the Partnership for any reason and at any time whatsoever, liquidation will be carried out by one or several liquidator(s) appointed by the general meeting of Partners deciding such liquidation.

22.2. Such general meeting of Partners will also determine the powers and the remuneration of the liquidator(s).

Art. 23. Allocation of the liquidation surplus. After payment of all debts and liabilities of the Partnership or deposit of any funds to that effect, the surplus will be paid to the Partners in proportion to the percentage of the aggregate amount of capital held by him in the Partnership, consisting of the par value of the Units held by such Partner.

VI. General provision

Art. 24. Application of the Law. This Agreement is governed by the laws of the Grand Duchy of Luxembourg and in particular the Law.”

Fifth resolution

The Meeting resolves to confirm the appointment and, to the extent necessary, reappoint Alter Audit S.à r.l. for a term which will expire at the annual general meeting of the Partners of the Partnership to be held in 2016.

Sixth resolution

The Meeting resolves to confirm that the registered office of the Partnership is set at L-1136 Luxembourg, 1, place d'Armes.

Estimate of costs

The expenses, costs, fees and outgoing of any kind whatsoever borne by the Partnership, as a result of the presently stated, are evaluated at three thousand euro.

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

Whereof, the present notarial deed is drawn in Luxembourg, on the year and day first above written.

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

Suit la traduction en français du texte qui précède:

L'an deux mille quatorze, le seizième jour du mois de juin.

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

S'est tenue:

Une assemblée générale extraordinaire (l'Assemblée) des associés (les Associés) de RPO Co-Investment Amex SCA, une société en commandite par actions de droit Luxembourgeois, ayant son siège social au 1, place d'Armes, L-1136 Luxembourg, immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 182.908 (la Société). La Société a été constituée le 13 décembre 2013 par un acte de Maître Jean Seckler qui a été publié au Mémorial, Recueil des Sociétés et Associations C le 11 février 2014 numéro 382. Les statuts de la Société (les Statuts) n'ont pas été modifiés depuis lors.

L'Assemblée est présidée par M. Bertrand Geradin, résidant professionnellement au Luxembourg (le Président).

Le Président nomme M. Thibaud Herberigs résidant professionnellement au Luxembourg, en tant que secrétaire (le Secrétaire).

L'Assemblée nomme M. Magdalena Mozdierz, résidant professionnellement au Luxembourg, en tant que scrutateur (le Scrutateur) (le Président, le Secrétaire et le Scrutateur forment ensemble le Bureau).

Les Associés, présents ou représentés, et le nombre d'actions qu'ils détiennent chacun, sont inscrits à la liste de présence laquelle restera jointe au présent acte après avoir été signée par les Associés, les mandataires des Associés, les membres du Bureau et le notaire instrumentaire pour enregistrement, en même temps que l'acte, aux autorités de l'enregistrement.

Les procurations des Associés représentés resteront également jointes au présent acte pour enregistrement auprès des autorités de l'enregistrement après avoir été signées ne varietur par les mandataires des parties comparantes et le notaire instrumentaire.

Le Bureau ayant été ainsi constitué, le Président déclare et demande au notaire instrumentaire d'acter ce qui suit:

1 La Société a un capital social souscrit, émis et entièrement libéré de quarante-cinq mille et un dollars américains (45.001 USD) représenté par 1 (une) action de commandité et quarante-cinq mille (45.000) actions ordinaires de classe B.

2 L'agenda de l'Assemblée est rédigé comme suit:

- (a) Renonciation aux formalités de convocation;
- (b) Décision de changer la forme sociale de la Société pour la convertir d'une société en commandite par actions en une société en commandite simple;
- (c) Changement de la dénomination sociale de la Société de RPO Co-Investment Amex SCA pour RPO Co-Investment Amex SCS;
- (d) Refonte totale des Statuts;
- (e) Confirmation de la nomination et, pour autant que nécessaire, du renouvellement de la nomination de Alter Audit S.à r.l. pour une durée qui se conclura à l'assemblée générale des Associés de la Société qui se tiendra en 2016;

- (f) Confirmation du siège social de la Société;
- (g) Autorisation et amendements au registre des actionnaires de la société; et
- (h) Divers.

3 L'Assemblée, après avoir délibéré, prend à l'unanimité les résolutions suivantes:

Première résolution

L'Assemblée décide de renoncer aux formalités de convocation et chaque Associé confirme qu'il se considère comme dûment convoqué. Chaque Associé déclare qu'il a eu parfaitement connaissance de l'ordre du jour de l'Assemblée lequel leur a été communiqué au préalable.

Deuxième résolution

L'Assemblée décide de changer la forme sociale de la Société pour la convertir d'une société en commandite par actions en une société en commandite simple avec la continuation de sa personnalité juridique, telle que prévu à l'article 3 de la loi du 10 août 1915 sur les sociétés commerciales dans sa version consolidée.

Troisième résolution

L'Assemblée décide de changer la dénomination sociale de la Société de RPO Co-Investment Amex SCA pour RPO Co-Investment Amex SCS.

Quatrième résolution

L'Assemblée décide de changer les Statuts dans leur entièreté et de les adapter à la nouvelle forme sociale de la Société, de telle façon que les Statuts soient rédigés comme suit:

«I. Dénomination - Siège social - Durée - Objet

Art. 1^{er}. Dénomination. Il est formé entre RPO G.P. S.à r.l., en tant qu'associé commandité (l'Associé Commandité) et FIN PO S.A. SICAR, en tant qu'associé commanditaire (l'Associé Commanditaire) et toutes les personnes ou entités pouvant devenir associés dans le futur, une société en commandite simple prenant la dénomination de RPO Co-Investment Amex SCS (la SCS), régie par le présent contrat (le Contrat) et par les lois du Grand-Duché de Luxembourg, en particulier la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée (la Loi).

Art. 2. Siège social. Le siège social de la SCS est établi en la ville de Luxembourg.

Art. 3. Durée.

3.1. La SCS est constituée pour une durée illimitée.

3.2. La SCS ne prend pas fin par la démission, la dissolution, la faillite ou l'insolvabilité affectant un ou plusieurs Associé (s) Commandité(s) ou Associé(s) Commanditaire(s).

Art. 4. Objet social.

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

4.2. La SCS pourra emprunter sous quelque forme que ce soit. Elle peut procéder à l'émission de billet à ordre, obligations et emprunts obligataires et d'autres titres représentatifs d'emprunts et/ou de participation. La SCS pourra prêter des fonds, en ce compris, sans limitation, ceux résultant des emprunts et/ou des émissions d'obligations ou valeurs de participation, à ses filiales, sociétés affiliées et/ou à toutes autres sociétés et la Société peut également consentir des garanties et nantir, céder, grever de charges ou autrement créer et accorder des sûretés portant sur toute ou partie de ses avoirs afin de garantir ses propres obligations et engagements et/ou obligations et engagements de toutes autres sociétés et, de manière générale, en sa faveur et/ou en faveur de toutes autres sociétés ou personnes, dans chaque cas, pour autant que ces activités ne constituent pas des activités réglementées du secteur financier.

4.3. La SCS peut, d'une manière générale, employer toutes techniques et instruments liés à ses investissements en vue de leur gestion efficace, en ce compris des techniques et instruments destinés à la protéger contre les risques de crédit, fluctuations monétaires, fluctuations de taux d'intérêt et autres risques.

4.4. La SCS peut d'une façon générale effectuer toutes les opérations et transactions qui favorisent directement ou indirectement ou se rapportent à son objet.

II. Capital - Parts

Art. 5. Capital social.

5.1. Le capital social de la SCS est fixé à quarante-cinq mille et un dollars américains (45.001 USD) représenté par quarante-cinq mille et une (45.001) parts d'une valeur nominale d'un dollar américain (1 USD) chacune (les Parts et chacune une Part).

5.2. L'Associé Commandité détient une (1) Part (la Part de l'Associé Commandité) et l'Associé Commanditaire détient quarante-cinq mille (45.000) Parts (les Parts de l'Associé Commanditaire).

5.3. Toutes les Parts sont entièrement libérées.

5.4. Le capital social autorisé de la SCS est de soixante-dix millions quarante-cinq mille et un dollars américain (70.045.001 USD) et l'Associé Commandité est autorisé, sans qu'il n'y ait besoin d'une décision de l'assemblée générale des Associés et sans qu'il ne soit besoin de réserver de droit de préemption aux porteurs de Parts d'Associé Commanditaire de Classe A, de Parts d'Associé Commanditaire de Classe B et de Parts d'Associé Commanditaire de Classe C, d'émettre un total de soixante-dix millions (70.000.000) de Parts, ayant chacune un valeur nominale de un dollar américain (1 USD), comme suit: quarante million (40.000.000) de Parts d'Associé Commanditaire de Classe A, vingt-cinq million (25.000.000) de Parts d'Associé Commanditaire de Classe B et 5 millions (5.000.000) de Parts d'Associé Commanditaire de Classe C.

5.5. L'Associé Commandité est autorisé pour une période de cinq (5) ans à partir de la date de constitution de la SCS, d'augmenter le capital social de la SCS, en une ou plusieurs fois, de quarante-cinq mille et un dollars américains (45.001 USD) à soixante-dix millions quarante-cinq mille et un dollars américain (70.045.001 USD) soit:

- (a) par la création et l'émission des nouvelles Parts d'Associé Commandité et/ou Parts d'Associé Commanditaire;
- (b) par la détermination de la date et du lieu où sera signé l'acte prenant acte de l'augmentation de capital;
- (c) par l'enregistrement de chaque augmentation de capital effectuée dans les limites du capital social autorisé et de l'amendement à l'article 5.1 qui en découle; et
- (d) par l'amendement du registre des Associés chaque fois qu'une augmentation du capital social est effectué dans les limites du capital social autorisé.

Art. 6. Cession de Parts.

6.1. Les Parts sont librement cessibles entre Associés.

6.2. Aucune cession de Parts de l'Associé Commanditaire à un tiers ne pourra être réalisée sans le consentement écrit préalable de l'Associé Commandité.

6.3. Une cession de Parts ne sera opposable à la SCS que suivant la notification à la SCS de la cession conformément à l'article 1690 du code civil.

Art. 7. Conversion des Actions.

7.1. Toute Part d'Associé Commanditaire de Classe A sera automatiquement convertie en Part d'Associé Commanditaire de Classe B sans intervention de l'Assemblée et/ou de leurs titulaires, sur demande de l'Associé Commandité, sous réserve du transfert de telles Parts d'Associé Commanditaire de Classe A à un détenteur de Parts d'Associé Commanditaire de Classe B, et avec l'accord des titulaires de Parts d'Associé Commanditaire de Classe B.

7.2. Toute Part d'Associé Commanditaire de Classe B sera automatiquement convertie en Part d'Associé Commanditaire de Classe A sans intervention de l'Assemblée Générale et/ou de leurs titulaires, sur demande de l'Associé Commandité et avec l'accord des titulaires de Parts d'Associé Commanditaire de Classe A.

7.3. Les Parts d'Associé Commanditaire de Classe A seront converties en Parts d'Associé Commanditaire de Classe B conformément aux dispositions de l'Article 7.1 à un taux de conversion égal à une (1) Part d'Associé Commanditaire de Classe A pour une (1) Part d'Associé Commanditaire de Classe B.

7.4. Les Parts d'Associé Commanditaire de Classe B seront converties en Parts d'Associé Commanditaire de Classe A conformément aux dispositions de l'Article 7.2 à un taux de conversion égal à une (1) Part d'Associé Commanditaire de Classe B pour une (1) Part d'Associé Commanditaire de Classe A.

7.5. Devoirs de l'Associé Commandité:

L'Associé Commandité est autorisé et mandaté afin de (i) déterminer si les conditions de conversion des Parts d'Associé Commanditaire de Classe A et Parts d'Associé Commanditaire de Classe B mentionnées à l'Article 7.1 à 7.4 sont remplies, (ii) enregistrer toute conversion dans les registres de la SCS, (iii) procéder à toute conversion des actions conformément à l'Article 7 et de constater les modifications subséquentes à l'Article 7 des Statuts, et (iv) tout faire (et notamment, mais pas uniquement, autoriser et donner pouvoir à toute personne) afin d'obtenir l'enregistrement de la modification à l'Article 5 des présents Statuts et la publication de cette modification.

Art. 8. Responsabilité.

8.1. La responsabilité du ou des Associé(s) Commanditaire(s) sera limitée au montant de leur apport à la SCS et, sauf disposition contraire de la Loi, le présent Contrat n'annulera, ne restreindra ni n'affectera ladite restriction à condition que ledit Associé Commanditaire se soumette aux dispositions du présent Contrat et de toutes les lois applicables.

8.2. L'Associé Commandité sera conjointement et solidairement responsables envers les tiers de toutes les obligations de la SCS.

Art. 9. Emission de Parts. L'admission d'associés supplémentaires et l'émission de Parts à ces associés seront soumises au consentement écrit préalable du ou des Associé(s) Commandité(s).

Art. 10. Forme des Parts - Registre des associés.

10.1. Les Parts sont et resteront nominatives.

10.2 Il sera tenu au siège de la SCS un registre des Parts dont tout Associé qui le requiert pourra prendre connaissance.

III. Gérance - Délégation de pouvoirs - Commissaire - Représentation

Art. 11. Gérance.

11.1. La SCS sera gérée par un ou plusieurs Associé(s) Commandité(s).

11.2. Le(s) Associé(s) Commandité(s) auront tous les pouvoirs pour mener et approuver pour la SCS, tous les actes et opérations compatibles avec la réalisation des objets de la SCS.

11.3. Le(s) Associé(s) Commandité(s) auront les pouvoirs les plus étendus pour accomplir tous les actes d'administration et de disposition dans l'intérêt de la SCS qui ne sont pas expressément réservés par la Loi ou par ce Contrat à l'assemblée générale des Associés.

11.4. En cas de pluralité des Associés Commandités, les décisions des Associés Commandités seront valablement prises à la majorité des Associés Commandités.

Art. 12. Délégation de pouvoirs.

12.1. Sous réserve de l'article 16.1(c), le(s) Associé(s) Commandité(s) peuvent à tout moment nommer un ou plusieurs mandataire(s) ad hoc pour accomplir des tâches spécifiques. Le(s) Associé(s) Commandité(s) détermineront les pouvoirs et rémunération (le cas échéant) de ces mandataires, la durée de leur mandat et toute autre condition du mandat. Les mandataires ainsi nommés sont révocables ad nutum par décision des Associés Commandités.

12.2. La nomination des mandataires conformément à l'article 12.1. ci-dessus n'aura pas d'effet sur la responsabilité illimitée du (des) Associé(s) Commandité(s).

Art. 13. Commissaire.

13.1. La SCS peut nommer un commissaire et y procédera dans les cas prévus par la Loi. Le commissaire sera nommé par l'assemblée générale des Associés pour une durée ne pouvant excéder six années, renouvelable.

13.2. Le commissaire est révocable ad nutum par l'assemblée générale des Associés.

Art. 14. Représentation. La SCS est engagée par la seule signature de son Associé Commandité ou, en cas de pluralité d'Associés Commandités, par la seule signature de tout Associé Commandité ou par la seule signature de toute personne à laquelle le pouvoir de signer pour la SCS a été valablement conféré par les Associé(s) Commandité(s).

Art. 15. Rémunération du ou des Associé(s) Commandité(s). Les Associé(s) Commandité(s) peu(ven)t recevoir rémunération annuelle de la SCS pour leurs fonctions, une telle rémunération sera décidée dans le temps par l'assemblée générale des Associés.

Art. 16. Restrictions relatives à ou aux Associé(s) Commanditaire(s).

Aucun Associé Commanditaire:

- (a) ne sera autorisé à participer ou à interférer de quelque manière que ce soit dans le contrôle des affaires de la SCS;
- (b) n'aura de droit de vote dans la gestion ou les opérations relatives aux actifs de la SCS, ni
- (c) n'aura l'autorité ni le pouvoir d'agir en tant que mandataire pour ou au nom de la SCS ou de tout autre associé, ni d'exécuter des actes engageant la SCS ou tout autre associé, ni d'encourir des frais au nom de ou en relation avec la SCS.

IV. Assemblées générales des associés

Art. 17. Pouvoirs et Droits de vote.

17.1. Chaque Part donne droit à son détenteur à une voix aux assemblées générales des Associés.

17.2. Chaque Associé peut désigner toute personne ou entité comme son mandataire, par procuration donnée par lettre, fax ou e-mail pour le représenter à une assemblée générale des Associés.

Art. 18. Forme - Quorum - Majorité.

18.1. Les Associés se réuniront aussi souvent que nécessaire sur convocation de l'Associé Commandité ou, en cas de pluralité des Associés Commandités, de tout Associé Commandité, la convocation étant faite au moins deux jours à l'avance. L'assemblée générale des Associés se tiendra au lieu indiqué dans la convocation.

18.2. Si tous les Associés sont présents ou représentés à l'assemblée générale des Associés, il peut être renoncé aux formalités de convocation par écrit.

18.3. Sous réserve de l'article 18.5. de ce Contrat, les résolutions des assemblées générales des Associés seront valablement prises à la majorité simple des Associés présents ou représentés à l'assemblée.

18.4. Nonobstant l'article 18.3. de ce Contrat, l'assemblée générale des Associés ne délibérera valablement qu'à condition que l'Associé Commandité ou, en cas de pluralité des Associés Commandités, chaque Associé Commandité soit présent ou représenté.

18.5. Toute assemblée générale des Associés convoquée pour modifier une disposition ou pour refondre ce Contrat ne délibérera valablement qu'à condition que la moitié au moins des Parts en circulation soit présente ou représentée et que l'ordre du jour indique les modifications proposées à ce Contrat. Si le quorum de présence n'est pas satisfait, une seconde assemblée générale des associés peut être convoquée par lettre recommandée confirmée par accusé de réception démontrant la date de notification à chaque Associé. Cette convocation reproduira l'ordre du jour et indiquera la date et les résultats de la précédente assemblée générale des Associés. La seconde assemblée des Associés délibérera valablement quel que soit le nombre de Parts représentées. Les résolutions sont valablement adoptées par les Associés représentant les trois quarts des Parts existantes et par l'Associé Commandité ou, en cas de pluralité des Associés Commandités, par chaque Associé Commandité. Contrairement à ce qui est dit précédemment, les résolutions concernant la modification de ce Contrat reflétant la cession d'une Part parmi les Associés, la cession de Parts de l'Associé Commanditaire à un tiers ainsi que l'admission d'Associés supplémentaires et l'émission de Parts à ces derniers, sont valablement adoptées par l'Associé Commandité ou, en cas de pluralité des Associés Commandités, par chaque Associé Commandité.

18.6. Les décisions des Associés peuvent être prises par résolution circulaire, dont le texte sera envoyé aux Associés par écrit, en original, par télécopie ou e-mail. Les associés voteront en signant ladite résolution circulaire.

IV. Assemblée générale annuelle - Comptes - Affectation des résultats

Art. 19. Assemblée générale annuelle.

19.1. Une assemblée générale des Associés, chargée d'approuver les comptes annuels de la SCS, sera tenue annuellement dans les six mois de la clôture de l'exercice social au siège social de la SCS ou à tout autre endroit indiqué dans la convocation de l'assemblée.

Art. 20. Exercice social.

20.1. L'exercice social de la SCS commencera le premier avril de chaque année et se terminera le trente et un mars de l'année suivante.

20.2. Pour chaque exercice social, le(s) Associé(s) Commandité(s) dresse(nt) un inventaire et prépare(nt) les comptes annuels de la SCS conformément à la Loi.

Art. 21. Affectation des résultats.

21.1. L'affectation et la distribution des bénéfices seront déterminées et, le cas échéant, décidées par l'assemblée générale des Associés, sur proposition du (des) Associé(s) Commandité(s).

21.2. Chaque Associé a le droit de participer aux bénéfices de la SCS proportionnellement au pourcentage du montant total de capital social qu'il possède dans la SCS, se composant de la valeur nominale des Parts détenues par lui dans la SCS.

V. Dissolution - Liquidation

Art. 22. Dissolution - Liquidation.

22.1. En cas de dissolution de la SCS, pour quelque raison et à quelque moment que ce soit, la liquidation sera effectuée par les soins d'un ou de plusieurs liquidateurs nommés par résolution de l'assemblée générale des Associés décidant d'une telle liquidation.

22.2. Cette assemblée générale des Associés déterminera également les pouvoirs et rémunération du ou des liquidateur(s).

Art. 23. Distribution du boni de liquidation.

23.1. Après paiement de toutes les dettes de la SCS ou consignation de toutes sommes à cet effet, le boni de liquidation sera payé aux Associés, proportionnellement au pourcentage du montant total de capital social qu'ils possèdent dans la SCS, se composant de la valeur nominale des Parts détenues par ledit Associé.

VII. Disposition générale

Art. 24. Application de la Loi.

24.1. Ce Contrat est soumis aux lois du Grand-Duché de Luxembourg et en particulier à la Loi.»

Cinquième résolution

L'Assemblée décide de confirmer la nomination et, pour autant que nécessaire, de renouveler la nomination de Alter Audit S.à r.l. pour une durée qui se conclura à l'assemblée générale des Associés de la Société qui se tiendra en 2016.

Sixième résolution

L'Assemblée décide de confirmer que le siège social de la Société est au 1, place d'Armes, L-1136 Luxembourg.

Les frais, dépenses, rémunérations ou charges sous quelque forme que ce soit, qui incombent à la Société en raison du présent acte sont estimés à environ trois mille euros.

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

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

Et après lecture faite du présent acte au mandataire des parties comparantes, connue du notaire instrumentaire par ses nom, prénom usuel, état et demeure, il/elle a signé avec le notaire le présent acte.

Signé: Geradin, Herberigs, Mozdierz, Jean-Paul Meyers.

Enregistré à Redange/Attert, le 20 juin 2014. Relation: RED/2014/1330. Reçu soixante-quinze euros (75,00 €).

Le Releveur (signé): Kirsch.

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

[Signature électronique certifiée comprise dans le document transmis au R.C.S.L.]

Rambrouch, le 30 juin 2014.

Jean-Paul MEYERS.

Référence de publication: 2014094191/521.

(140111098) Déposé au registre de commerce et des sociétés de Luxembourg, le 3 juillet 2014.

Friture Beim Petz Sàrl, Société à responsabilité limitée.

Siège social: L-3612 Kayl, 1A, Cité Berens.

R.C.S. Luxembourg B 152.005.

Les comptes annuels au 31/12/2013 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: 2014063450/9.

(140074157) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

Home Mega S.à r.l., Société à responsabilité limitée.

Siège social: L-4556 Differdange, 15, rue du Chemin de Fer.

R.C.S. Luxembourg B 179.491.

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.

Référence de publication: 2014063489/9.

(140073694) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

Company Formation & Management Services S.à r.l., Société à responsabilité limitée unipersonnelle.

Siège social: L-1882 Luxembourg, 12D, Impasse Drosbach.

R.C.S. Luxembourg B 160.217.

Il est porté à la connaissance du Registre du Commerce et des Sociétés de Luxembourg et afin de mettre à jour les informations inscrites auprès de celui-ci:

- que le siège social de l'associé TRUST INTERNATIONAL LUXEMBOURG S.A., société inscrite au numéro RCS B 45757 est situé, suite à son transfert de siège du 16 décembre 2012, au 12D Impasse Drosbach, L-1882 Luxembourg.

- que l'adresse professionnelle de Madame Rika Mamdy, gérante, est située, au 12D Impasse Drosbach, L-1882 Luxembourg suite à son transfert de siège du 16 décembre 2012.

Luxembourg, le 09 mai 2014.

Pour Company Formation & Management Services SARL

Référence de publication: 2014064866/15.

(140075664) Déposé au registre de commerce et des sociétés de Luxembourg, le 9 mai 2014.

Fromagerie de la Campagne S.à r.l., Société à responsabilité limitée.

Siège social: L-6926 Flaxweiler, 15, rue Heicht.

R.C.S. Luxembourg B 28.828.

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.

Signature.

Référence de publication: 2014063451/10.

(140073980) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

Gaming One S.A., Société Anonyme.

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

R.C.S. Luxembourg B 172.624.

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.

Signature.

Référence de publication: 2014063460/10.

(140073824) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

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

Siège social: L-2120 Luxembourg, 16, allée Marconi.

R.C.S. Luxembourg B 37.479.

Mesdames et Messieurs les actionnaires sont convoqués par le présent avis à une

ASSEMBLEE GENERALE

qui aura lieu vendredi le 25 juillet 2014 à 15.00 heures à Luxembourg, 16, Allée Marconi, avec l'ordre du jour suivant:

Ordre du jour:

1. Rapports du Conseil d'Administration et du Commissaire.
2. Approbation des Comptes Annuels au 31 décembre 2013 et affectation du résultat.
3. Décharge à donner aux Administrateurs et au Commissaire.
4. Divers.

Le Conseil d'Administration.

Référence de publication: 2014090726/504/15.

KBC Institutional Interest Fund, Société d'Investissement à Capital Variable.

Siège social: L-1118 Luxembourg, 11, rue Aldringen.

R.C.S. Luxembourg B 39.266.

Nous avons l'honneur de vous convier à

l'ASSEMBLEE GENERALE STATUTAIRE

des actionnaires de la Société (l'Assemblée) qui se tiendra au siège social le 17 juillet 2014 à 11h00 (heure de Luxembourg) avec l'ordre du jour suivant:

Ordre du jour

1. Prise de connaissance du rapport d'activité du conseil d'administration et du rapport du réviseur d'entreprises
2. Approbation des comptes annuels au 31 mars 2014 et de l'affectation des résultats
3. Décharge à donner aux administrateurs
4. Nominations statutaires
5. Divers

Les décisions concernant les points de l'ordre du jour ne requièrent aucun quorum et sont adoptées à la simple majorité des voix exprimées à l'Assemblée. Des procurations sont disponibles au siège social de la Société.

Afin de participer à l'Assemblée, les actionnaires sont priés de déposer leurs actions au porteur un jour ouvrable avant l'Assemblée auprès de KBL European Private Bankers S.A., 43, boulevard Royal, L-2955 Luxembourg.

Référence de publication: 2014090727/755/20.

**Jindal Films Europe S.à r.l., Société à responsabilité limitée,
(anc. Films Europe S.à r.l.).**

Siège social: L-1445 Strassen, 1B, rue Thomas Edison.
R.C.S. Luxembourg B 175.392.

Statuts coordonnés, suite à l'assemblée générale extraordinaire reçue par Maître Francis KESSELER, notaire de résidence à Esch/Alzette, en date du 8 novembre 2013 déposés au registre de commerce et des sociétés de Luxembourg.

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Esch/Alzette, le 9 décembre 2013.

Référence de publication: 2014063506/11.

(140073768) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

Italfortune International Fund, Société d'Investissement à Capital Variable.

Siège social: L-1528 Luxembourg, 11-13, boulevard de la Foire.
R.C.S. Luxembourg B 8.735.

Le bilan au 31 décembre 2013 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Pour ITALFORTUNE INTERNATIONAL FUND

Société d'Investissement à Capital Variable

RBC Investor Services Bank S.A.

Société Anonyme

Référence de publication: 2014063502/13.

(140073852) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

DMM, Société d'Investissement à Capital Variable.

Siège social: L-4360 Esch-sur-Alzette, 14, Porte de France.
R.C.S. Luxembourg B 141.638.

L'ASSEMBLEE GENERALE ORDINAIRE

des actionnaires («l'Assemblée») de DMM aura lieu au siège social de la société, 14, Porte de France, L-4360 Esch-sur-Alzette le 18 juillet 2014 à 15 heures.

Ordre du jour:

1. Présentation et approbation des rapports du Conseil d'Administration et du Réviseur d'Entreprises au 31 mars 2014
2. Approbation de l'état des actifs nets et de l'état des variations des actifs nets pour l'exercice clôturé au 31 mars 2014
3. Affectation des résultats
4. Décharge à donner au Conseil d'Administration pour l'exercice clôturé au 31 mars 2014
5. Election du Conseil d'Administration et du Réviseur d'Entreprises
6. Divers

Les actionnaires sont informés que les points à l'ordre du jour de l'Assemblée ne requièrent aucun quorum et que les décisions seront prises à la majorité simple des voix des actionnaires présents ou représentés.

Les droits d'un actionnaire de participer à l'Assemblée et d'exercer le droit de vote attaché à ses actions sont déterminés en fonction des actions détenues par cet actionnaire le cinquième jour qui précède l'Assemblée à minuit, soit le 12 juillet 2014 à minuit (heure de Luxembourg).

Les actionnaires qui désirent assister personnellement à l'Assemblée sont priés, pour des raisons d'organisation, de s'inscrire avant le 16 juillet 2014 auprès de DMM, 14, Porte de France, L-4360 Esch-sur-Alzette, à l'attention de Fund Corporate Services (Fax N° +352 / 2460-3331).

Pour être admis à l'Assemblée, les propriétaires d'actions au porteur sont priés de déposer leurs actions cinq jours calendaires avant l'Assemblée aux guichets de Banque Internationale à Luxembourg, 69, route d'Esch, L-1470 Luxembourg.

Les actionnaires sont informés que le rapport annuel est disponible sur demande et sans frais auprès du siège social de la société ou peut leur être envoyé sans frais sur simple demande.

Conseil d'Administration.

Référence de publication: 2014089727/755/31.

Luleo S.A., Société Anonyme.

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

R.C.S. Luxembourg B 133.284.

—
Monsieur Mattia MALACALZA, demeure désormais Via d'Alberti 12, CH-6900 Lugano (Suisse).

Luxembourg, le 07 mai 2014.

Certifié sincère et conforme

Référence de publication: 2014063526/10.

(140073881) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

Finclair Holding S.A., Société Anonyme.

Siège social: L-2450 Luxembourg, 15, boulevard Roosevelt.

R.C.S. Luxembourg B 59.090.

—
Les comptes annuels au 31.12.2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 6 mai 2014.

FIDUCIAIRE FERNAND FABER

Signature

Référence de publication: 2014063437/12.

(140073711) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

BIL Prime Advanced, Société d'Investissement à Capital Variable.

Siège social: L-4360 Esch-sur-Alzette, 14, Porte de France.

R.C.S. Luxembourg B 108.505.

L'ASSEMBLEE GENERALE ORDINAIRE

des actionnaires («l'Assemblée») de BIL PRIME ADVANCED aura lieu au siège social de la société, 14, Porte de France, L-4360 Esch-sur-Alzette le 18 juillet 2014 à 14 heures.

Ordre du jour:

1. Présentation et approbation des rapports du Conseil d'Administration et du Réviseur d'Entreprises au 31 mars 2014
2. Approbation de l'état des actifs nets et de l'état des variations des actifs nets pour l'exercice clôturé au 31 mars 2014
3. Affectation des résultats
4. Décharge à donner au Conseil d'Administration pour l'exercice clôturé au 31 mars 2014
5. Election du Conseil d'Administration et du Réviseur d'Entreprises
6. Divers

Les actionnaires sont informés que les points à l'ordre du jour de l'Assemblée ne requièrent aucun quorum et que les décisions seront prises à la majorité simple des voix des actionnaires présents ou représentés.

Les droits d'un actionnaire de participer à l'Assemblée et d'exercer le droit de vote attaché à ses actions sont déterminés en fonction des actions détenues par cet actionnaire le cinquième jour qui précède l'Assemblée à minuit, soit le 12 juillet 2014 à minuit (heure de Luxembourg).

Les actionnaires qui désirent assister personnellement à l'Assemblée sont priés, pour des raisons d'organisation, de s'inscrire avant le 16 juillet 2014 auprès de BIL PRIME ADVANCED, 14, Porte de France, L-4360 Esch-sur-Alzette, à l'attention de Fund Corporate Services (Fax N° +352 / 2460-3331).

Pour être admis à l'Assemblée, les propriétaires d'actions au porteur sont priés de déposer leurs actions cinq jours calendaires avant l'Assemblée aux guichets de Banque Internationale à Luxembourg, 69, route d'Esch, L-1470 Luxembourg.

Les actionnaires sont informés que le rapport annuel est disponible sur demande et sans frais auprès du siège social de la société ou peut leur être envoyé sans frais sur simple demande.

Conseil d'Administration.

Référence de publication: 2014089726/755/31.

GLL Management Company S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 116.672.

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 7 mai 2014.

Référence de publication: 2014063463/10.

(140073935) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

Lerulux S.A., Société Anonyme.

Siège social: L-2163 Luxembourg, 32, avenue Monterey.

R.C.S. Luxembourg B 110.139.

Société anonyme constituée suivant acte reçu par Maître Jean Seckler, notaire de résidence à Junglinster, en date du 21 juillet 2005, publié au Mémorial C numéro 1382 du 14 décembre 2005 et dont les statuts ont été modifiés suivant acte reçu par le même notaire Jean SECKLER en date du 07 mars 2007, publié au Mémorial C numéro 1299 du 28 juin 2007

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: 2014063531/13.

(140074149) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

Candriam Dynamix, Société d'Investissement à Capital Variable.

Siège social: L-4360 Esch-sur-Alzette, 14, Porte de France.

R.C.S. Luxembourg B 168.300.

L'ASSEMBLEE GENERALE ORDINAIRE

des actionnaires («l'Assemblée») de CANDRIAM DYNAMIX aura lieu au siège social de la société, 14, Porte de France, L-4360 Esch-sur-Alzette le 18 juillet 2014 à 13 heures.

Ordre du jour:

1. Présentation et approbation des rapports du Conseil d'Administration et du Réviseur d'Entreprises au 31 mars 2014
2. Approbation de l'état des actifs nets et de l'état des variations des actifs nets pour l'exercice clôturé au 31 mars 2014
3. Affectation des résultats
4. Décharge à donner au Conseil d'Administration pour l'exercice clôturé au 31 mars 2014
5. Election du Conseil d'Administration et du Réviseur d'Entreprises
6. Divers

Les actionnaires sont informés que les points à l'ordre du jour de l'Assemblée ne requièrent aucun quorum et que les décisions seront prises à la majorité simple des voix des actionnaires présents ou représentés.

Les droits d'un actionnaire de participer à l'Assemblée et d'exercer le droit de vote attaché à ses actions sont déterminés en fonction des actions détenues par cet actionnaire le cinquième jour qui précède l'Assemblée à minuit, soit le 12 juillet 2014 à minuit (heure de Luxembourg).

Les actionnaires qui désirent assister personnellement à l'Assemblée sont priés, pour des raisons d'organisation, de s'inscrire avant le 16 juillet 2014 auprès de CANDRIAM DYNAMIX, 14, Porte de France, L-4360 Esch-sur-Alzette, à l'attention de Fund Corporate Services (Fax N° +352 / 2460-3331).

Pour être admis à l'Assemblée, les propriétaires d'actions au porteur sont priés de déposer leurs actions cinq jours calendaires avant l'Assemblée aux guichets de Banque Internationale à Luxembourg, 69, route d'Esch, L-1470 Luxembourg.

Les actionnaires sont informés que le rapport annuel est disponible sur demande et sans frais auprès du siège social de la société ou peut leur être envoyé sans frais sur simple demande.

Conseil d'Administration.

Référence de publication: 2014089725/755/31.

Karoo Investment Fund S.C.A. SICAV-SIF, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

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

R.C.S. Luxembourg B 145.731.

Le bilan du Rapport Annuel Révisé au 31 décembre 2013 et la distribution des dividendes relative à l'Assemblée Générale Ordinaire du 6 mai 2014 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: 2014063514/11.

(140074048) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

Koch Chemical Technology GP S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 131.320.

Statuts coordonnés, suite à l'assemblée générale extraordinaire reçue par Maître Francis KESSELER, notaire de résidence à Esch/Alzette, en date du 7 novembre 2013 déposés au registre de commerce et des sociétés de Luxembourg.

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

Esch/Alzette, le 9 décembre 2013.

Référence de publication: 2014063516/11.

(140073678) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

Magma Capital, Société d'Investissement à Capital Variable - Fonds d'Investissement Spécialisé.

Siège social: L-2180 Luxembourg, 4, rue Jean Monnet.

R.C.S. Luxembourg B 152.395.

According to Articles 23 of the Articles of Incorporation of the Company, the Board of Directors hereby invites you to attend the

EXTRAORDINARY GENERAL MEETING

of Shareholders of the Company on 17th July 2014 at 09:30 CET at the registered office of Magma Capital with the following

Agenda:

1. Presentation of the approved reports for the period from 1st July 2013 until 20th June 2014.
2. Presentation of the report of the liquidator.
3. Appointment of the auditor for approving the report of the liquidator.
4. Determination of the date of the 3rd Extraordinary General Meeting on 17th July 2014 at 10:00 CET at the said address.

The agenda of the meeting is worded as follows:

1. Presentation of the report of the auditor to the report of the liquidator
2. Deliberation about the report of the auditor to the report of the liquidator
3. Conclusion of the liquidation and designation of the place where the corporate books and documents of the company are to be lodged and retained for at least five years and designation of the measures taken for the deposit in escrow of the sums and assets due to creditors or to members which has not been possible to deliver to them.
5. Liquidation costs.
6. Miscellaneous

In order to attend the Extraordinary General Meeting and for the proper execution of the voting rights, the shareholders will have to deposit their shares at least five (5) days before the meeting. Only those who have submitted written notice of the deposit to the Company are permitted to attend the meeting. Each shareholder may be represented by a person who is duly authorized by proxy. Any proxy or voting instruction shall be deposited at least five (5) days prior to the meeting at the Company's registered office and shall be emailed in advance to d_FundSetUpOPAM@oppenheim.lu or faxed to 00352.22.15.22-500. Proxy forms can be obtained at the Company's registered office.

Luxembourg, July 2014.

The Board of Directors.

Référence de publication: 2014090728/755/33.

Tishman Speyer Pont Cardinet S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1930 Luxembourg, 34-38, avenue de la Liberté.

R.C.S. Luxembourg B 163.635.

Le bilan et l'annexe au 31 décembre 2013 de la Société, ainsi que les autres documents et informations qui s'y rapportent, 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.

Senningerberg, le 6 mai 2014.

Pour extrait conforme

ATOZ

Aerogolf Center - Bloc B

1, Heienhaff

L-1736 Senningerberg

Signature

Référence de publication: 2014064584/17.

(140074558) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 mai 2014.

LuxiPrivilège, Société d'Investissement à Capital Variable.

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

R.C.S. Luxembourg B 46.388.

Le conseil d'administration de la Société invite les actionnaires de la Société à participer à une

ASSEMBLEE GENERALE EXTRAORDINAIRE

qui se tiendra au 49, avenue J.F. Kennedy, L-1855 Luxembourg, en présence de Maître Joëlle Baden, notaire à Luxembourg, le 28 juillet 2014 à 14.30 heures. Les actionnaires voudront bien prendre connaissance de l'ordre du jour de cette assemblée, qui est le suivant:

Ordre du jour:

1. Approbation de la dissolution et mise en liquidation volontaire de la Société;
2. Nomination de Deynecourt, société à responsabilité limitée inscrite au Barreau de Luxembourg, ayant son siège social à L-1150 Luxembourg, route d'Arlon 291, inscrite au Registre de Commerce et des Sociétés sous le numéro B 181.360, représentée par Me Philippe-Fitzpatrick Onimus, Avocat à la Cour, comme liquidateur de la Société et détermination de ses pouvoirs et de sa rémunération;
3. Sous réserve de la nomination du liquidateur par l'assemblée avant le 20 juin 2014, instruction au liquidateur de vendre 23.902 actions de Foyer S.A. au prix de 88 euros (montant brut) par action pendant la période s'écoulant entre le 20 juin 2014 et le 4 juillet 2014 inclus, sous réserve de toute modification ultérieure du projet d'offre publique volontaire de rachat d'actions adopté par le conseil d'administration de Foyer SA en séance du 11 avril 2014;
4. Divers.

Les actionnaires désirant assister à cette assemblée générale extraordinaire sont invités à déposer leurs actions cinq jours francs avant l'assemblée au guichet de State Street Bank Luxembourg SA à l'adresse suivante:

State Street Bank Luxembourg SA

49, avenue J.F. Kennedy

L-1855 Luxembourg

Les actionnaires souhaitant être représentés lors de cette assemblée pourront obtenir le formulaire de procuration auprès du même organisme et devront renvoyer ce formulaire complété le 24 juillet 2014 au plus tard par fax à l'attention de Mme Louise Chiappalone-Domiciliary Department auprès de State Street Bank Luxembourg S.A., au numéro (352) 46 40 10 413 et/ou par e-mail à l'adresse : Luxembourg-domiciliarygroup@statestreet.com.

Cette deuxième assemblée générale extraordinaire, faisant suite à l'assemblée générale extraordinaire le 12 juin 2014 dont le quorum de présence requis par la loi n'a pu être atteint et lors de laquelle aucun vote n'a eu lieu, se tiendra quelque soit le nombre d'actionnaires présents ou représentés. Les décisions seront approuvées au suffrage de la majorité qualifiée des deux tiers des actions présentes ou représentées.

Pour le conseil d'administration de la Société.

Référence de publication: 2014086638/755/37.

Mylan Luxembourg 2 S.à r.l., Société à responsabilité limitée.

Capital social: EUR 22.500,00.

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

R.C.S. Luxembourg B 133.516.

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

Before Us, Maître Martine Schaeffer, notary residing in Luxembourg, Grand Duchy of Luxembourg;

There appeared:

Mylan Luxembourg L2 S.C.S, a société en commandite simple incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 19 rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies Register under registration number B 133672 ("Mylan L2 S.C.S"),

here represented by Ms. Christine Kröger, having her professional address in Luxembourg, by virtue of a proxy given on 3 December 2013 in New York, United States of America.

The proxy, after having been signed *in varietur* by the proxyholder and the undersigned notary, shall remain attached to the present deed in order to be registered therewith.

The appearing party is the sole shareholder (the "Sole Shareholder") of Mylan Luxembourg 2 S.à r.l, a société à responsabilité limitée incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 19, rue de Bitbourg, L-1273 Luxembourg, Grand Duchy of Luxembourg, registered with the Luxembourg Trade and Companies' Register, under number B 133516 (the "Company"), incorporated on 10 September 2007 pursuant to a deed of Maître Martine Schaeffer, aforementioned, published in the Mémorial C Réueil des Sociétés et Associations no. 2877 of 11 December 2007. The Company's articles have been amended once on 5 November 2008 pursuant to a deed of Maître Martine Schaeffer, aforementioned, published in the Mémorial C Réueil des Sociétés et Associations number 2944 of 11 December 2008.

The Sole Shareholder then reviewed the following agenda (the "Agenda"):

Agenda

1. Increase of the share capital of the Company by a total amount of ten thousand euros (EUR 10,000), in order to bring it from its current amount of twelve thousand five hundred euros (EUR 12,500) up to a new amount of twenty-two thousand five hundred euros (EUR 22,500), through the issuance of ten thousand (10,000) new shares of the Company, having a par value of one euro (EUR 1) each; and

2. Subsequent amendment of article 6 of the Company's articles of association.

Further to the review of the different items composing the Agenda, the Sole Shareholder, requested the notary to act the following resolutions:

First resolution:

The Sole Shareholder resolves to increase the share capital of the Company by an amount of EUR 10,000 (ten thousand euro),

In order to bring it from its current amount of twelve thousand five hundred euros (EUR 12,500), up to a new amount of twenty-two thousand five hundred euros (EUR 22,500),

through the issuance of ten thousand (10,000) new shares of the Company, having a par value of one euro (EUR 1) each, to be subscribed by a new shareholder.

Subscription - Payment

Mylan Inc., a corporation established and existing under the laws of Pennsylvania, United States of America, having its registered office at 1500 Corporate Drive, USA-PA 15317 Canonsburg, Pennsylvania, United States of America, registered with the Pennsylvania Department of State Corporation Bureau under registration number 243944 ("Mylan Inc"),

here represented by Ms. Christine Kröger, professionally residing in Luxembourg, Grand Duchy of Luxembourg, by virtue of a proxy given on 3 December 2013 in New York, United States of America,

hereby expressly subscribes for ten thousand (10,000) new shares of the Company, having a par value of one euro (EUR 1) each.

The subscription price in the aggregate amount of ten thousand euros (EUR 10,000) has been entirely paid up in cash, as it has been evidenced to the undersigned notary.

As a result of the completion of the share capital increase, the Company's share capital, which now amounts to a total of twenty-two thousand five hundred euros (EUR 22,500), represented by twenty-two thousand five hundred (22,500) shares with a par value of one euro (EUR 1) each, is now composed and held as follows:

- Twelve thousand five hundred (12,500) shares of the Company with a par value of one euro (EUR 1) each are held by Mylan L2 S.C.S, and

- Ten thousand (10,000) shares of the Company with a par value of one euro (EUR 1) each are held by Mylan Inc.

Second resolution:

Further to the adoption of the foregoing resolution, the shareholders resolve that article 6 of the Company's articles of association shall be amended in order to read as follows:

“ **Art. 6.** The Company's share capital is set at twenty-two thousand five hundred euros (EUR 22,500), represented by twenty-two thousand five hundred (22,500) shares, having a par value of one euro (EUR 1.00) each. Each share is entitled to one vote at ordinary and extraordinary general meetings”

The undersigned notary who understands and speaks English, states herewith that on request of the appearing persons, the present deed is worded in English, followed by a German translation. On express request of the same appearing persons, and in case any divergences would arise between the German and the English text, the English text will prevail.

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

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

Folgt die deutsche Übersetzung:

Im Jahre zweitausenddreizehn, am vierten Dezember,

Vor der unterzeichneten Notarin Maître Martine Schaeffer, Notarin mit Amtssitz in Luxemburg, Großherzogtum Luxemburg;

Ist erschienen:

Mylan Luxembourg L2 S.C.S, eine gemäß dem Recht des Großherzogtums Luxemburg gegründete und bestehende société en commandite simple mit eingetragenem Sitz in 19, rue de Bitbourg, L-1273 Luxemburg, Großherzogtum Luxemburg, eingetragen im luxemburgischem Handelsregister unter der Nummer B 133672 („Mylan L2 SCS“);

ordnungsgemäß vertreten durch Frau Christine Kröger, mit beruflicher Adresse in Luxemburg, Großherzogtum Luxemburg, kraft einer am 3. Dezember 2013 in New York, Vereinigte Staaten von Amerika, erteilten Vollmacht.

Nach Unterzeichnung der Vollmacht ne varietur durch die Bevollmächtigte und die unterzeichnete Notarin, soll diese dieser Urkunde beigefügt bleiben, um mit derselben eingetragen zu werden.

Die erschienene Partei ist die alleinige Gesellschafterin (die „Alleingeschafterin“) der Mylan Luxembourg 2 S.à r.l., eine gemäß dem Recht des Großherzogtums Luxemburg gegründete und bestehende société à responsabilité limitée mit eingetragenem Sitz in 19, rue de Bitbourg, L-1273 Luxemburg, Großherzogtum Luxemburg, eingetragen im luxemburgischem Handelsregister unter Nummer B 133516 (die „Gesellschaft“),

gegründet am 10. September 2007 entsprechend einer Urkunde der Notarin Maître Martine Schaeffer, veröffentlicht im Mémorial C Recueil des Sociétés et Associations Nummer 2877 vom 11. Dezember 2007, zuletzt geändert durch Urkunde der Notarin Maître Martine Schaeffer, vorgenannt, vom 5. November 2008, veröffentlicht im Mémorial C Recueil des Sociétés et Associations Nummer 2944 vom 11. Dezember 2008.

Die Alleingeschafterin erwog sodann die folgende Tagesordnung (die „Tagesordnung“):

Tagesordnung

1. Erhöhung des Stammkapitals der Gesellschaft um einen Gesamtbetrag von zehntausend Euro (EUR 10.000), um dieses von seinem aktuellen Betrag in Höhe von zwölftausendfünfhundert Euro (EUR 12.500) auf einen neuen Betrag von zweiundzwanzigtausendfünfhundert Euro (EUR 22.500) zu bringen, durch die Ausgabe von zehntausend (10.000) neuen Anteile der Gesellschaft mit einem Nominalwert von je einem Euro (EUR 1); und

2. Entsprechende Änderung des Artikels 6 der Satzung der Gesellschaft.

Nach Erwägung der verschiedenen Tagesordnungspunkte ersuchte die Alleingeschafterin den Notar Folgendes zu beurkunden:

Erster Beschluss

Die Alleingeschafterin beschließt das Stammkapital der Gesellschaft um einen Gesamtbetrag von zehntausend Euro (EUR 10.000) zu erhöhen,

um dieses von seinem aktuellen Betrag in Höhe von zwölftausendfünfhundert Euro (EUR 12.500), auf einen neuen Betrag von zweiundzwanzigtausendfünfhundert Euro (EUR 22.500) zu bringen,

durch die Ausgabe zehntausend (10.000) neuer Anteile der Gesellschaft mit einem Nominalwert von je einem Euro (EUR 1), welche durch ein neuer Gesellschafter gezeichnet werden.

Zeichnung - Zahlung

Mylan Inc., eine gemäß dem Recht von Pennsylvania, Vereinigte Staaten von Amerika, gegründete und bestehende corporation mit eingetragenem Sitz in 1500 Corporate Drive, USA-PA 15317, Canonsburg, Pennsylvania, Vereinigte Staaten von Amerika, eingetragen im Pennsylvania Department of State Corporation Bureau unter der Nummer 243944 ("Mylan Inc"),

hier vertreten durch Frau Christine Kröger, mit beruflicher Adresse in Luxemburg, Großherzogtum Luxemburg, kraft einer am 3. Dezember 2013 in New York, Vereinigte Staaten von Amerika, erteilten Vollmacht,

zeichnet sämtliche zehntausend (10.000) neu ausgegebene Anteile der Gesellschaft mit einem Nominalwert von je einem Euro (EUR 1).

Der Gesamtzeichnungspreis von zehntausend Euros (EUR 10.000) wurde vollständig in bar eingezahlt, was der unterzeichneten Notarin nachgewiesen wurde.

Als Folge des vorstehenden Beschlusses beträgt das Gesellschaftskapital nun zweiundzwanzigtausendfünfhundert Euro (EUR 22.500) vertreten durch zweiundzwanzigtausendfünfhundert (22.500) Geschäftsanteile mit einem Nominalwert von einem Euro (EUR 1.-) pro Geschäftsanteile, und wird wie folgt gehalten:

- Mylan L2 SCS hält zwölftausendfünfhundert (12.500) Geschäftsanteile mit einem Nominalwert von einem Euro (EUR 1) pro Geschäftsanteile, und

- Mylan Inc. hält zehntausend (10.000) Geschäftsanteile mit einem Nominalwert von einem Euro (EUR 1) pro Geschäftsanteile.

Zweiter Beschluss

In Folge des obigen ersten Beschlusses, beschließen die Gesellschafter Artikel 6 der Satzung der Gesellschaft wie folgt zu ändern:

„ **Art. 6.** Das Gesellschaftskapital beträgt zweiundzwanzigtausendfünfhundert Euro (EUR 22.500,00) aufgeteilt in zweiundzwanzigtausendfünfhundert (22.500) Anteile zu je einem Euro (EUR 1,00). Jeder Anteil gewährt eine Stimme bei ordentlichen und außerordentlichen Hauptversammlungen”

Die beurkundende Notarin, welche die englische Sprache versteht und spricht, bestätigt hiermit, dass die vorliegende Urkunde auf Verlangen der erschienen Parteien in englischer Sprache mit nachfolgender deutscher Übersetzung aufgenommen wird: auf Verlangen der erschienen Parteien und im Fall von Abweichung zwischen der englischen und der deutschen Fassung, soll die englische Fassung maßgeblich sein.

Worüber Urkunde, aufgenommen und geschlossen in Luxemburg, Datum wie eingangs erwähnt.

Die vorstehende Niederschrift ist der erschienenen Person, die dem Notar mit Namen, Vornamen und Wohnsitz bekannt ist, verlesen worden und von dem Notar zusammen mit derselben erschienenen Person unterzeichnet worden.

Signé: C. Kröger et M. Schaeffer.

Enregistré à Luxembourg Actes Civils, le 11 décembre 2013. Relation: LAC/2013/56639. Reçu soixante-quinze euros Eur 75.-

Le Receveur (signé): Irène THILL.

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

Luxembourg, le 7 mai 2014.

Référence de publication: 2014063559/145.

(140074028) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

GSO Offshore Multicurrency Facility (Luxembourg) S.à r.l., Société à responsabilité limitée.

Capital social: EUR 125.000,00.

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

R.C.S. Luxembourg B 129.112.

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 7 mai 2014.

Référence de publication: 2014063475/10.

(140074233) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

Hauck & Aufhäuser Investment Gesellschaft S.A., Société Anonyme.

Siège social: L-5365 Munsbach, 1C, rue Gabriel Lippmann.
R.C.S. Luxembourg B 31.093.

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 7 mai 2014.
Référence de publication: 2014063482/10.
(140073862) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

Holdicam, Société Anonyme.

Siège social: L-1840 Luxembourg, 32, boulevard Joseph II.
R.C.S. Luxembourg B 158.133.

Les comptes annuels consolidés 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: 2014063487/10.
(140073592) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

FR Team International S.A., Société Anonyme.

Siège social: L-8399 Windhof, Zone Industriel.
R.C.S. Luxembourg B 160.562.

Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2014063446/10.
(140073815) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

Finatech S.A., Société Anonyme.

Siège social: L-1371 Luxembourg, 223, Val Sainte Croix.
R.C.S. Luxembourg B 78.180.

Les comptes annuels au 31.12.2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 7 mai 2014.

FIDUCIAIRE FERNAND FABER

Signature

Référence de publication: 2014063435/12.
(140074309) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

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

Capital social: EUR 33.332.400,00.

Siège social: L-2419 Luxembourg, 4-6, rue du Fort Rheinsheim.
R.C.S. Luxembourg B 150.016.

Extrait des résolutions prises par le gérant unique en date du 05 mai 2014:

Le gérant unique décide de transférer le siège social de la société au 4-6, rue du Fort Rheinsheim, L- 2419 Luxembourg.
Luxembourg, le 08 mai 2014.
FIDUCIAIRE DE LUXEMBOURG
Boulevard Joseph II
L-1840 Luxembourg

Référence de publication: 2014064545/14.
(140075120) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 mai 2014.

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

Siège social: L-3260 Bettembourg, 54, route de Mondorf.
R.C.S. Luxembourg B 162.582.

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: 2014064522/9.

(140075337) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 mai 2014.

G Corporate S.A., Société Anonyme.

Siège social: L-1420 Luxembourg, 5, avenue Gaston Diderich.
R.C.S. Luxembourg B 166.662.

Par la présente, nous donnons notre démission en tant que commissaire aux comptes de votre société, avec effet immédiat.

Luxembourg, le 7 mai 2014.

Finsev S.A.

Marco Sterzi

Administrateur-Délégué

Référence de publication: 2014064186/13.

(140074887) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 mai 2014.

International Industrial Share Holding S.à r.l., Société à responsabilité limitée.

Siège social: L-1930 Luxembourg, 16, avenue de la Liberté.
R.C.S. Luxembourg B 186.713.

STATUTEN

Im Jahre zweitausendvierzehn, den vierundzwanzigsten April.

Vor dem unterzeichneten Notar Patrick SERRES, mit Amtssitz in Remich (Großherzogtum Luxemburg).

Ist erschienen:

Herr Prof. Dr. Michael ELICKER, Rechtsanwalt und Hochschullehrer, wohnhaft in L-1930 Luxembourg, 16, Avenue de la Liberté.

Vorgenannte Partei hat den amtierenden Notar ersucht die Satzung einer von ihr zu gründenden Gesellschaft mit beschränkter Haftung wie folgt zu beurkunden:

Art. 1. Eine Gesellschaft mit beschränkter Haftung ist gegründet, der die nachstehende Satzung, sowie die diesbezügliche Gesetzgebung zu Grunde liegt.

Art. 2. Gegenstand der Gesellschaft ist der Erwerb, das Halten und Verwalten sowie die Veräußerung von Beteiligungen aller Art im In- und Ausland.

(a) Die Gesellschaft kann Genussrechte, Anleiensobligationen sowie Schuldverschreibungen jeder Art ausgeben.

(b) Die Gesellschaft kann ebenfalls Kredite aufnehmen und den Gesellschaften, in welchen sie eine direkte oder indirekte Beteiligung hält oder welche der gleichen Gesellschaftsgruppe wie sie selbst angehören, Bürgschaften oder Kredite gewähren oder sie auf andere Weise unterstützen.

Die Gesellschaft kann sich an Geschäften sowohl im In- als auch im Ausland beteiligen, die einen ähnlichen Zweck verfolgen; sie kann weiterhin sämtliche handelsübliche, industrielle und finanzielle Operationen vornehmen, welche direkt oder indirekt auf dem Hauptzweck Bezug haben.

Art. 3. Die Gesellschaft wird auf unbestimmte Dauer errichtet.

Art. 4. Die Gesellschaft führt den Namen „INTERNATIONAL INDUSTRIAL SHARE HOLDING S. à r. l.“.

Art. 5. Der Sitz der Gesellschaft ist in der Gemeinde Luxemburg.

Durch einfachen Beschluss der Geschäftsführung kann der Gesellschaftssitz innerhalb der Gemeinde verlegt werden.

Die Geschäftsführung kann Zweigniederlassungen, Filialen, Agenturen oder administrative Büros sowohl im Großherzogtum Luxemburg als auch im Ausland errichten.

Art. 6. Das Stammkapital der Gesellschaft beträgt zwölftausendfünfhundert EURO (12.500.- EUR) eingeteilt in einhundert (100) Anteile von je einhundertfünfundzwanzig EURO (125.- EUR).

Art. 7. Das Gesellschaftskapital kann jederzeit erhöht oder herabgesetzt werden, unter den in Artikel 199 des Gesetzes über die Handelsgesellschaften festgesetzten Bedingungen.

Art. 8. Jeder Anteil ist proportional an den Aktiva und am Gewinn beteiligt.

Art. 9. Zwischen Gesellschaftern sind die Anteile frei übertragbar. Die Übertragung unter Lebenden von Gesellschaftsanteilen an Nichtgesellschafter bedarf der Genehmigung der Gesellschafterversammlung und mindestens fünfundsiebzig Prozent des Gesellschaftskapitals. Im Übrigen wird auf die Bestimmungen der Artikel 189 und 190 des Gesetzes vom 10. August 1915 über die Handelsgesellschaften verwiesen.

Art. 10. Tod, Entmündigung, Konkurs oder Zahlungsunfähigkeit des Gesellschafters lösen die Gesellschaft nicht auf.

Art. 11. Die Gesellschaft wird durch einen oder mehrere Geschäftsführer, Gesellschafter oder nicht, welche von der Gesellschafterversammlung ernannt werden, verwaltet.

Falls die Gesellschafterversammlung nicht anders bestimmt, haben der oder die Geschäftsführer die weitestgehenden Befugnisse um die Gesellschaftsangelegenheiten zu führen und die Gesellschaft im Rahmen des Gesellschaftszweckes zu verwalten.

Der oder die Geschäftsführer der Gesellschaft können zu jeder Zeit und auch ohne rechtmäßigen Grund von der Generalversammlung der oder des Gesellschafters abberufen werden.

Art. 12. Bei der Ausübung ihres Amtes gehen der oder die Geschäftsführer keinerlei persönliche Verpflichtungen ein. Als Beauftragte sind sie lediglich für die ordnungsgemäße Durchführung ihres Amtes verantwortlich.

Art. 13. Jeder Gesellschafter ist in der Generalversammlung stimmberechtigt. Er hat so viele Stimmen wie er Anteile besitzt und kann sich aufgrund einer Vollmacht an den Versammlungen rechtsgültig vertreten lassen.

Art. 14. Die Generalversammlung fasst ihre Beschlüsse mit einfacher Mehrheit. Beschlüsse über Satzungsänderungen kommen nur zustande, soweit sie von der Mehrheit der Gesellschafter, die drei Viertel des Kapitals vertreten, gefasst werden.

Art. 15. Das Geschäftsjahr beginnt am ersten Januar eines jeden Jahres und endet am einunddreißigsten Dezember desselben Jahres.

Art. 16. Am einunddreißigsten Dezember eines jeden Jahres erstellt die Geschäftsführung den Jahresabschluss.

Art. 17. Jeder Gesellschafter kann am Gesellschaftssitz Einsicht in den Jahresabschluss nehmen.

Art. 18. Fünf Prozent des Reingewinns werden der gesetzlichen Rücklage zugeführt bis diese zehn Prozent des Stammkapitals erreicht hat.

Der Saldo steht zur Verfügung der Gesellschafter.

Art. 19. Im Falle der Auflösung der Gesellschaft wird die Liquidation von einem oder mehreren von der Gesellschafterversammlung ernannten Liquidatoren, die keine Gesellschafter sein müssen, durchgeführt. Die Gesellschafterversammlung legt deren Befugnisse und Bezüge fest.

Art. 20. Wann, und so lang ein Gesellschafter alle Anteile besitzt, ist die Gesellschaft eine Einmanngesellschaft im Sinn von Artikel 179(2) des Gesetzes über die kommerziellen Gesellschaften; in diesem Fall finden unter anderem die Artikel 200-1 und 200-2 desselben Gesetzes Anwendung.

Art. 21. Für alle Punkte, die nicht in dieser Satzung festgelegt sind, verweist der Gründer auf die gesetzlichen Bestimmungen.

Übergangsbestimmung

Das erste Geschäftsjahr beginnt am heutigen Tag und endet am 31. Dezember 2014.

Zeichnung der Anteile

Alle einhundert (100) Anteile wurden gezeichnet von Herrn Prof. Dr. Michael ELICKER, vorgeannt.

Dieselben Anteile wurden voll in bar eingezahlt, so dass die Summe von zwölftausendfünfhundert EURO (12.500.-EUR) der Gesellschaft ab jetzt zur Verfügung steht, wie dies dem amtierenden Notar ausdrücklich bestätigt wurde.

Der unterzeichnete Notar hat festgestellt, dass die Bedingungen von Artikel 183 des Gesetzes über die Handelsgesellschaften erfüllt sind.

Kosten

Die der Gesellschaft aus Anlass ihrer Gründung anfallenden Kosten, Honorare und Auslagen betragen schätzungsweise eintausend Euro (1.000.-EUR).

Ausserordentliche Gesellschafterversammlung

Sodann fasst der Gesellschafter folgende Beschlüsse:

Erster Beschluss

Zum alleinigen Geschäftsführer wird ernannt auf unbestimmte Dauer:

Herr Prof. Dr. Michael ELICKER, vorbenannt.

Die Gesellschaft ist in allen Angelegenheiten rechtsgültig verpflichtet durch die alleinige Unterschrift des Geschäftsführers.

Zweiter Beschluss

Die Anschrift der Gesellschaft lautet: L-1930 Luxembourg, 16, Avenue de la Liberté.

Erklärung

Die erschienene Partei erklärt hiermit, dass sie selbst an den eingebrachten Vermögenswerten letztlich wirtschaftlich berechtigt ist und bestätigt dass die Gelder und Vermögenswerte nicht aus einer Straftat herrühren.

WORÜBER URKUNDE, Aufgenommen zu Remich, am Datum wie eingangs erwähnt.

Und nach Vorlesung an den Erschienenen, dem Notar nach Namen, gebräuchlichem Vornamen, Stand und Wohnort bekannt, hat derselbe mit Uns Notar gegenwärtige Urkunde unterschrieben.

Gezeichnet: M. ELICKER, Patrick SERRES.

Enregistré à Remich, le 29 avril 2014. Relation: REM/2014/980. Reçu soixante-quinze euros 75.- €.

Le Receveur (signé): P. MOLLING.

Für gleichlautende Abschrift, zum Zwecke der Veröffentlichung im Mémorial, Recueil des Sociétés et Associations erteilt.

Remich, den 7. Mai 2014.

Référence de publication: 2014063499/103.

(140073996) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

K Pedicure S.à r.l., Société à responsabilité limitée unipersonnelle.

Capital social: EUR 12.500,00.

Siège social: L-8010 Strassen, 206, route d'Arlon.

R.C.S. Luxembourg B 186.707.

— STATUTS

L'an deux mille quatorze, le cinq mai

Par-devant Maître Blanche MOUTRIER, notaire de résidence à Esch-sur-Alzette, (Grand-Duché de Luxembourg), soussignée.

A comparu:

Madame Katia BALDASSARRA épouse DALMASIE, pédicure médicale, née le 05 avril 1973 à Metz (France), demeurant à F-57100 Thionville-Veymerange, 9, Rue St.Martin,

agissant en son nom personnel,

ci-après dénommée «l'associé».

Laquelle comparante a arrêté ainsi qu'il suit les statuts d'une société à responsabilité limitée uni-personnelle à constituer.

Art. 1^{er}. Il est formé par les présentes une société à responsabilité limitée sous la dénomination de:
"K PEDICURE S.à r.l."

L'associé unique pourra à tout moment se réunir avec un ou plusieurs associés et les futurs associés pourront également prendre toutes les mesures nécessaires afin de rétablir le caractère uni-personnel de la société.

Art. 2. Le siège social est établi à Strassen.

Il pourra être transféré en tout autre localité du Grand-Duché de Luxembourg par simple décision de l'associé.

Art. 3. La société a pour objet l'exploitation d'un salon de beauté avec pédicure et pédicure médicale ainsi que toutes les activités qui s'y rattachent.

La société peut faire toutes opérations commerciales ou financières, mobilières et immobilières pouvant se rattacher directement ou indirectement à l'objet social ou pouvant en faciliter l'extension ou le développement.

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

Art. 5. L'année sociale commence le premier janvier et finit le trente-et-un décembre de chaque année.

Chaque année, le trente-et-un décembre les comptes annuels sont arrêtés et la gérance dresse inventaire comprenant l'indication des valeurs actives et passives de la société ainsi qu'un bilan et un compte de pertes et de profits.

Art. 6. Le capital social est fixé à la somme de DOUZE MILLE CINQ CENTS EUROS (€ 12.500,-) représenté par CENT (100) parts sociales de CENT VINGT-CINQ EUROS (€ 125.-) chacune.

Art. 7. Chaque part sociale donne droit à une fraction proportionnelle dans l'actif social et dans les bénéfices.

Art. 8.

a) La cession entre vifs:

Tant que la société ne comprendra qu'un associé, celui-ci sera libre de céder tout ou partie des parts à qui il entend. En présence de plusieurs associés, et pour toutes cessions de parts sociales, les associés bénéficieront d'un droit de préemption.

b) La transmission pour cause de mort:

Le décès de l'associé unique n'entraîne pas la dissolution de la société. Si l'associé unique n'a laissé aucune disposition de dernière volonté concernant l'exercice des droits afférents aux parts sociales, lesdits droits seront exercés par les héritiers et légataires régulièrement saisis ou envoyés en possession, proportionnellement à leurs droits dans la succession. Jusqu'au partage des dites parts ou jusqu'à la délivrance de legs portant sur celles-ci.

Pour le cas où il y aurait des parts sociales non proportionnellement partageables, lesdits héritiers et légataires auront l'obligation pour lesdites parts sociales de désigner un mandataire.

En présence de plusieurs associés, les parts sociales peuvent être transmises pour cause de mort à des non-associés que moyennant l'agrément des propriétaires des parts sociales représentant les trois quarts des droits appartenant aux survivants.

Pour le surplus, les articles 189 et 190 de la loi du 10 août 1915 sur les sociétés commerciales, telle que modifiée, sont applicables.

Art. 9. La société est administrée par un ou plusieurs gérants, associés ou non, choisis par l'associé qui fixe les pouvoirs. Ils peuvent être à tout moment révoqués par décision de l'associé.

A moins que l'associé n'en décide autrement, le ou les gérants ont les pouvoirs les plus étendus pour agir au nom de la société en toutes circonstances.

L'associé unique est habilité à instituer des succursales partout, selon qu'il appartiendra, aussi bien dans le Grand-Duché qu'à l'étranger.

Art. 10. Simples mandataires de la société, le ou les gérants ne contractent en raison de leur fonctions aucune obligation personnelle relativement à celles-ci, ils ne seront responsables que de l'exécution de leur mandat.

Art. 11. Chaque année, au dernier jour de décembre, il sera dressé un inventaire de l'actif et du passif de la société.

Le bénéfice net constaté, déduction faite des frais généraux, traitements et amortissements, sera réparti de la façon suivante:

- cinq pour cent (5%) pour la constitution d'un fonds de réserve légal, dans la mesure des dispositions légales,
- le solde restera à la libre disposition de l'associé.

Des acomptes sur dividendes pourront être versés en conformité avec les conditions prévues par la loi.

Art. 12. En cas de dissolution de la société, la liquidation sera faite par un ou plusieurs liquidateurs, associés ou non, désignés par l'associé.

Art. 13. Pour tous les points non prévus expressément dans les présents statuts, la partie s'en réfère aux dispositions légales.

Souscription et libération

Toutes les cent parts sont souscrites en numéraire par l'associé unique Madame Katia BALDASSARRA épouse DALMASIE, préqualifiée.

L'associé unique déclare que toutes les parts sociales souscrites sont intégralement libérées par des versements en espèces, de sorte que la somme de DOUZE MILLE CINQ CENTS EUROS (€ 12.500.-) se trouve dès-à-présent à la libre disposition de la société, ainsi qu'il en a été justifié au notaire instrumentaire qui le constate expressément.

Disposition transitoire

Le premier exercice social commencera le jour de la constitution et se terminera le trente-et-un décembre deux mille quatorze (31.12.2014).

Estimation des frais

Le montant des charges, frais, dépenses, ou rémunérations, 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 sans nul préjudice à environ mille cent euros.

Assemblée générale extraordinaire

L'associée unique, agissant en lieu et place de l'assemblée générale, prend les résolutions suivantes:

1. Est nommée gérante unique de la société pour une durée indéterminée:

Madame Katia BALDASSARRA épouse DALMASIE, pédicure médicale, née le 05 avril 1973 à Metz (France), demeurant à F-57100 Thionville-Veymerange, 9, Rue St.Martin,

La société est valablement engagée en toutes circonstances par sa seule signature.

2. Le siège social de la société est établi à l'adresse suivante: L-8010 Strassen, 206, Route d'Arlon,

Le notaire a rendu attentif le comparant au fait qu'avant toute activité commerciale de la société présentement fondée, celui-ci doit être en possession d'une autorisation de commerce en bonne et due forme en relation avec l'objet social, ce qui est expressément reconnu par le comparant.

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

Et après lecture faite et interprétation donnée à la comparante, connue du notaire par nom, prénom usuel, état et demeure, la comparante a signé avec moi, notaire, la présente minute.

Signé: DALMASIE, MOUTRIER.

Enregistré à Esch/Alzette Actes Civils, le 06/05/2014. Relation: EAC/2014/6219. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): SANTIONI.

POUR EXPEDITION CONFORME, délivrée à des fins administratives.

Esch-sur-Alzette, le 07/05/2014.

Référence de publication: 2014063513/101.

(140073893) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

Monaco Tours S.A., Société Anonyme.

Siège social: L-1510 Luxembourg, 60, avenue de la Faïencerie.

R.C.S. Luxembourg B 183.235.

In the year two thousand fourteen, on the 30th of April.

Before us, Maître Maître Blanche MOUTRIER, notary, residing in Esch-sur-Alzette (Grand-Duchy of Luxembourg).

Was held

an Extraordinary General Meeting of the shareholders of "Monaco Tours S.A.", a "société anonyme" (joint stock company), duly incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office in L-1510 Luxembourg, 60, avenue de la Faïencerie (Grand-Duchy of Luxembourg) and registered at the Register of Trade and Companies of Luxembourg under number B 183 235, incorporated on December 18th, 2013 before the undersigned notary, deed published in *Mémorial Recueil Spécial des Sociétés et Associations C*, number 640 of March 11th, 2014 (hereafter the "Company").

The General Meeting is presided by Mr. Hervé PONCIN, lawyer, with professional address in L-1510 Luxembourg, 60, avenue de la Faïencerie.

The chairman appointed as secretary Mr. Charles DURO, attorney-at-law, with professional address in L-1114 Luxembourg, 10, rue Nicolas Adames.

The General Meeting elected as scrutineer Mrs. Karine MASTINU, attorney-at-law, with professional address in L-1114 Luxembourg, 10, rue Nicolas Adames.

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

I. The agenda of the meeting is the following:

Agenda

1. Amendment of the corporate object of the Company so that the principal object of the Company will be the holding of participations, in any form whatsoever, in Luxembourg companies and foreign companies that are directly or indirectly active in the fields of the organization of events and shows and all other forms of investments, the acquisition by purchase, subscription, or in any other manner as well as the transfer by sale, exchange or otherwise of stock, bonds, debentures, notes and other securities of any kind, as well as the management, control and development of such participations;

2. Amendment of article 4 of the by-laws of the Company so as to reflect the decision taken;

3. Miscellaneous.

II. The shareholders present or represented, the proxy holders of the represented shareholders and the number of their shares are shown on an attendance list; this attendance list, signed by the shareholders, the proxy holders of the represented shareholders, the office of the meeting and the undersigned notary will remain attached to the present deed,

together with the proxies of the represented shareholders signed “ne varietur” by the office of the meeting and the undersigned notary.

III. It appears from said attendance list that all the shares issued are present or represented. Consequently, the General Meeting is regularly constituted and can validly deliberate and decide on all the items of the agenda aforementioned.

IV. After having approved the foregoing and after deliberation, the General Meeting unanimously took the following resolutions:

First resolution

The General Meeting resolved to amend the corporate object of the Company so that the principal object of the Company will be the holding of participations, in any form whatsoever, in Luxembourg companies and foreign companies that are directly or indirectly active in the fields of the organization of events and shows and all other forms of investments, the acquisition by purchase, subscription, or in any other manner as well as the transfer by sale, exchange or otherwise of stock, bonds, debentures, notes and other securities of any kind, as well as the management, control and development of such participations.

Second resolution

As a consequence of the foregoing resolution, the General Meeting resolved to amend article 4 of the by-laws of the Company which will now be read as follows:

“ **Art. 4. Object.** The object of the Company is the holding of participations, in any form whatsoever, in Luxembourg and foreign companies that are directly or indirectly active in the fields of the organization of events and shows and all other forms of investments, the acquisition by purchase, subscription, or in any other manner as well as the transfer by sale, exchange or otherwise of stock, bonds, debentures, notes and other securities of any kind, as well as the management, control and development of such participations.

The Company may participate in the establishment and development of any financial, industrial or commercial enterprise in Luxembourg and abroad and may render them every assistance whether by way of loans, guarantees or otherwise.

The Company may also enter into the following transactions:

- to conclude and/ or to get facilities in any form, and to proceed to the issuance of bonds and debentures;
- to advance, lend, deposit funds and/ or grant facility to its subsidiaries and/ or to companies in which the Company has direct or indirect interest, even not substantial, and/ or to companies belonging at the same group of companies than the Company (the “ Affiliated Company(ies)”);

For the purpose of this article, a company is considered as belonging to the same group of companies as the Company when this company, directly or indirectly, holds, controls, is controlled by or is under common control with the Company, whether this be as ultimate holder, trustee, guardian or other fiduciary agent.

A company shall be considered as controlling another company when it holds, directly or indirectly, the whole or a substantial part of the total share capital of the company or it has the power to manage or to direct the management and the politics of the other company, whether this be by way of the detention of shares enabling to exert voting right, by agreement or otherwise.

- to grant any guarantee, pledge or other form of security, whether by personal covenant or by mortgage or pledge on all or part of the assets (present or future), or by the one or the other of these methods, for the execution of all agreements or obligations of the Company or of Affiliated Companies and to render all assistance to the Affiliated Companies within the limits authorized by Luxembourg law; it being understood that the Company will not enter into any transaction which could cause it to be engaged in any activity that could be considered as a banking activity.

The Company may carry out any other securities, financial, industrial or commercial activity, directly or indirectly connected with its object and maintain a commercial establishment open to the public.

The Company may establish branches abroad and may, through such branches, carry out any financial, industrial or commercial activity, directly or indirectly connected with the corporate object of the Company provided that no offers relating to such activity are made and that no measure with respect to the promotion or exercise of such activity is carried out on the territory of the Grand-Duchy of Luxembourg.

The Company may conduct all real estate transactions, such as buying, selling, development and management of real estate.

The Company may proceed to the acquisition, the worldwide exploitation, the disposal by sale, exchange or in any other manner, the granting by means of licensing or by any other legally admissible means of all intellectual property and industrial rights (including but not limited to manufacturer and trademark rights, patents, copyrights and related rights, industrial designs and models, plans, secret formulas or processes, domain names and software) as well as the use or the right to use industrial, commercial or scientific equipment and the adoption of any appropriate measure in order to protect these rights.

The Company may in general take any controlling and supervisory measures and carry out any operation which it may deem useful in the accomplishment and development of its object.

The Company may also organize events and shows or hire shows in relation with all activities concerning the worlds of shows and show-business. In general, the Company may exploit all the known and yet unknown forms of sound and image, the Company may organize demonstrations (appearances) where artists occur, the Company may promote and act as intermediary and can give assistance to artists. The Company may also sale and hire equipment, music publishing, and in general, exploit all the forms of all which concerns show business.”

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

Costs

The expenses, costs, fees and charges which shall be borne by the Company as a result of the present deed are estimated at 1.300,-EUR.

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

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

The document having been read to the persons appearing, who is known to the notary by their surname, first name, civil status and residence, the said persons signed together with the notary this original deed.

Suit la traduction française

L'an deux mille quatorze, le trente avril.

Pardevant Maître Blanche MOUTRIER, notaire de résidence à Esch-sur-Alzette (Grand-Duché du Luxembourg).

S'est tenue

l'Assemblée Générale Extraordinaire des actionnaires de la société anonyme de droit luxembourgeois «Monaco Tours S.A.», ayant son siège social à L-1510 Luxembourg, 60, avenue de la Faïencerie (Grand-Duché de Luxembourg) et inscrite au Registre du Commerce et des Sociétés de Luxembourg sous le numéro B 183 235, constituée le 18 décembre 2013 devant le notaire soussigné, acte publié au Mémorial C, Recueil Spécial des Sociétés et Associations, numéro 640 du 11 mars 2014 (ci-après la «Société»).

L'Assemblée Générale est présidée par Mr. Hervé PONCIN, juriste, demeurant professionnellement à L-1510 Luxembourg, 60, avenue de la Faïencerie.

Le président a désigné comme secrétaire Me Charles DURO, avocat, demeurant professionnellement à L-1114 Luxembourg, 10, rue Nicolas Adames.

L'Assemblée Générale a choisi comme scrutateur Me Karine MASTINU, avocat, demeurant professionnellement à L-1114 Luxembourg, 10, rue Nicolas Adames.

Le bureau ainsi constitué, Monsieur le Président a exposé et prie le notaire d'acter que:

I- L'ordre du jour de l'assemblée est conçu comme suit:

Ordre du jour

1. Modification de l'objet social de la Société de sorte que le principal objet de la Société sera la prise de participations, sous quelque forme que ce soit, dans des entreprises luxembourgeoises ou étrangères qui sont directement ou indirectement actives dans les domaines de l'organisation d'événements et de spectacles et toutes autres formes de placements, l'acquisition par achat, souscription ou de toute autre manière, ainsi que le transfert par vente, échange ou autrement des actions, obligations, débetures, billets et autres titres de toute nature, ainsi que la gestion, le contrôle et le développement de ces participations;

2. Modification de l'article 4 des statuts de la Société afin de refléter les décisions prises;

3. Divers.

II- Il a été établi une liste de présence renseignant les actionnaires présents et/ou représentés ainsi que le nombre d'actions qu'ils détiennent; cette liste de présence, signée par les actionnaires et leurs mandataires, par les membres du bureau et le notaire, sera enregistrée avec le présent acte, ensemble avec les procurations paraphées «ne varietur» par les membres du bureau et le notaire instrumentant.

III- Il résulte de ladite liste de présence que toutes les actions sont présentes ou représentées. Dès lors, l'Assemblée Générale est régulièrement constituée et peut valablement délibérer et décider sur tous les points de l'ordre du jour précité, dont les actionnaires reconnaissent avoir eu connaissance avant la tenue de l'assemblée.

IV- Après avoir approuvé ce qui précède et après délibérations, l'Assemblée Générale a pris les résolutions suivantes à l'unanimité:

Première résolution

L'Assemblée Générale a décidé de modifier l'objet social de la Société de sorte que le principal objet de la Société sera la prise de participations, sous quelque forme que ce soit, dans des entreprises luxembourgeoises ou étrangères qui sont directement ou indirectement actives dans les domaines de l'organisation d'événements et de spectacles et toutes

autres formes de placements, l'acquisition par achat, souscription ou de toute autre manière, ainsi que le transfert par vente, échange ou autrement des actions, obligations, débiteures, billets et autres titres de toute nature, ainsi que la gestion, le contrôle et le développement de ces participations.

Deuxième résolution

Suite à la résolution qui précède, l'Assemblée Générale a décidé de modifier l'article 4 des statuts de la Société lequel aura dorénavant la teneur suivante:

« **Art. 4. Objet.** L'objet de la Société est la prise de participations sous quelque forme que ce soit, dans des entreprises luxembourgeoises ou étrangères qui sont directement ou indirectement actives dans les domaines de l'organisation d'événements et de spectacles et toutes autres formes de placements, l'acquisition par achat, souscription ou de toute autre manière, ainsi que le transfert par vente, échange ou autrement des actions, obligations, débiteures, billets et autres titres de toute nature, ainsi que la gestion, le contrôle et le développement de ces participations.

La Société peut également participer à la création et au développement de n'importe quelle entreprise financière, industrielle ou commerciale, tant au Luxembourg qu'à l'étranger et leur prêter concours, que ce soit par des prêts, des garanties ou de toute autre manière.

La Société peut également, être engagée dans les opérations suivantes:

- conclure des emprunts sous toute forme ou obtenir toutes formes de moyens de crédit, et procéder à l'émission d'obligations;

- avancer, prêter, déposer des fonds ou donner crédit à ses filiales ou aux sociétés dans lesquelles elle a un intérêt direct ou indirect, même non substantiel, ou à toutes sociétés, qui seraient actionnaires, directs ou indirects, de la Société, ou encore à toutes sociétés appartenant au même groupe que la Société ("la Société(s) Apparenté(es)");

Aux fins des présentes, une société est considérée comme appartenant au même groupe de sociétés que la Société, si cette société, directement ou indirectement, détient, contrôle, est contrôlée par ou est sous contrôle commun avec, la Société, que ce soit comme détenteur ultime, trustée ou gardien ou autre fiduciaire.

Une société sera considérée comme contrôlant une autre société si elle détient, directement ou indirectement, tout ou une partie substantielle de l'ensemble du capital social de la société ou dispose du pouvoir de diriger ou d'orienter la gestion et les politiques de l'autre société, que ce soit aux moyens de la détention de titres permettant d'exercer un droit de vote, par contrat ou autrement;

- accorder toutes garanties, fournir tous gages ou toutes autres formes de sûreté, que ce soit par engagement personnel ou par hypothèque ou charge sur tout ou partie des avoirs (présents ou futurs), ou par l'une et l'autre de ces méthodes, pour l'exécution de tous contrats ou obligations de la Société ou de Sociétés Apparentées et d'apporter toute assistance aux Sociétés Apparentées dans les limites autorisées par la loi luxembourgeoise; il est entendu que la Société n'effectuera aucune opération qui pourrait l'amener à être engagées dans des activités pouvant être considérées comme une activité bancaire.

La Société peut réaliser toutes opérations mobilières, financières ou industrielles, commerciales, liées directement ou indirectement à son objet et avoir un établissement commercial ouvert au public.

La Société peut établir des succursales à l'étranger et peut, par ces succursales, effectuer toutes opérations financières, industrielles ou commerciales, liées directement ou indirectement à l'objet de la Société, à condition qu'aucune offre en relation avec cette activité soit faite et qu'aucune mesure par rapport à la promotion ou l'exercice de cette activité soit effectuée sur le territoire du Grand-Duché de Luxembourg.

La Société peut également faire toutes les opérations immobilières, telles que l'achat, la vente, l'exploitation et la gestion d'immeubles.

La Société peut procéder à l'acquisition, l'exploitation mondiale, l'aliénation par vente, échange ou toute autre manière, la concession par le biais de licence ou par toute autre moyen légalement admissible de tous droits de propriété intellectuelle et industrielle (y compris mais sans limitation les marques de fabrique et de commerce, brevets, droits d'auteur et droits voisins, dessins et modèles industriels, plans, formules ou procédés secrets, noms de domaine et les logiciels) ainsi que l'usage ou la concession de l'usage d'un équipement industriel, commercial ou scientifique et prendre toutes mesures utiles à la protection de ces droits.

La Société peut, d'une façon générale, prendre toutes mesures de contrôle et de surveillance et faire toutes opérations qu'elle jugera utiles à l'accomplissement ou au développement de son objet.

La Société peut également organiser des événements et des spectacles, louer des services en rapport avec toutes activités qui concernent le monde du spectacle et du show business. En général, la Société peut exploiter sous toutes les formes connues et encore inconnues des son et image, organiser des manifestations où des artistes se produisent, ainsi que procéder à la promotion, l'intermédiation et l'assistance d'artistes. La Société peut également procéder à la vente et la location de matériel, l'édition musicale et en général, exploiter sous toutes les formes tout ce qui concerne le show business.»

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

Frais

Les dépenses, coûts, honoraires et charges qui seront supportées par la Société comme résultat du présent acte sont estimés à 1.300.- EUR.

Le notaire instrumentant qui connaît la langue anglaise, déclare par la présente qu'à la demande des comparants ci-avant, le présent acte est rédigé en langue anglaise, suivi d'une version française, et qu'à la demande des mêmes comparants, en cas de divergences entre le texte anglais et le texte français, la version anglaise primera.

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

Lecture du présent acte faite et interprétation donnée aux comparants connus du notaire instrumentaire par nom, prénom usuel, état et demeure, ils ont signé avec Nous, notaire, le présent acte.

Signé: PONCIN, DURO, MASTINU, MOUTRIER.

Enregistré à Esch/Alzette Actes Civils, le 06/05/2014. Relation: EAC/2014/6215. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): SANTIONI.

POUR EXPEDITION CONFORME, délivrée à des fins administratives.

Esch-sur-Alzette, le 07/05/2014.

Référence de publication: 2014063552/215.

(140073839) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

Mérite Jeunesse Luxembourg, Fondation.

Siège social: L-2610 Luxembourg, 87, route de Thionville.

R.C.S. Luxembourg G 19.

Bilan de clôture au 31 décembre 2013

Actif		Passif	
Avoirs en banque	264 865,71	Fonds social fixe	100 000,00
Produits à recevoir	9 329,75	Fonds social variable	174 009,78
Mobilier et matériel de bureau	1,00	Frais à payer	2 806,01
Subsides mobilier et matériel	-1,00		
Stocks	2 120,61		
Frais payés d'avance	499,72		
	<u>276 815,79</u>		<u>276 815,79</u>

Compte de profits et pertes au 31 décembre 2013

Débit		Crédit	
Frais activités	58 180,28	Recettes activités	49 664,04
Frais de gestion	49 283,57	Dons	33 118,78
Résultat de l'exercice	10 146,65	Subsides frais de gestion et activités	30 500,00
		Intérêts bancaires	4 327,68
	<u>117 610,50</u>		<u>117 610,50</u>

L'établissement "Mérite Jeunesse Bénélux, Luxembourg" a été créé le 24 septembre 1993 pardevant Maître Reginald Neuman et reconnu d'utilité publique par arrêté grand-ducal du 4 octobre 1993. Il a été désigné à partir de l'année d'imposition 1994 comme organisme pouvant recevoir des libéralités déductibles dans le chef des donateurs à titre de dépenses spéciales dans les limites fixées à l'article 109, alinéa 1^{er}, numéro 3 de la loi concernant l'impôt sur le revenu et aux conditions prévues au règlement grand-ducal portant exécution de l'article 112, alinéa 3 de la même loi.

Le conseil d'administration:

S.A.R. le Prince Guillaume, président, Luxembourg

Georges Metz, vice-président, Bridel

Gilles Bley, vice-président, Luxembourg

Georges Hausemer, trésorier, Luxembourg

Stéphane Gilbert, secrétaire, Bridel

Gaby Kunsch (épouse Muller), représentante du Ministère de l'Education Nationale et de la Formation Professionnelle

Claude Baumann - Eppeldorf, Franz Charles Muller - Schrassig, Rita Krombach, Louis Karmeyer - Dalheim,

Marc Crochet - Marner, Maurits van Rijckevorsel - Mensdorf, administrateurs

Vérificateur aux comptes: Albert Schütz, expert comptable, Sandweiler

Recettes	
Dons à la Fondation	26 000,00 €
Subside du Ministère de la Famille et de l'Intégration pour frais de secrétariat et de loyer	30 000,00 €
Intérêts et divers	1 800,00 €
Ventes matériel Mérite Jeunesse	1 200,00 €
Total des Recettes	59 000,00 €
Dépenses	
Loyers et charges	6 000,00 €
Frais opérationnels	44 400,00 €
Activités	8 600,00 €
Total des Dépenses	59 000,00 €

Référence de publication: 2014063575/51.

(140073965) Déposé au registre de commerce et des sociétés de Luxembourg, le 7 mai 2014.

Columbia Financing S.A., Société Anonyme.

Siège social: L-2311 Luxembourg, 3, avenue Pasteur.

R.C.S. Luxembourg B 164.547.

J'ai l'honneur de vous remettre, par la présente, ma démission en tant que Commissaire aux Comptes de votre société avec effet ce jour.

Luxembourg, le 22 avril 2014.

Eric HERREMANS.

Référence de publication: 2014064025/10.

(140074813) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 mai 2014.

C.N.U.A., Compagnie de Négoce Utilitaire Africaine, Société Anonyme.

Siège social: L-2138 Luxembourg, 24, rue Saint Mathieu.

R.C.S. Luxembourg B 166.699.

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.

Signature.

Référence de publication: 2014064028/10.

(140075399) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 mai 2014.

Compagnie Industrielle et Financière des Produits Amylacés SICAF/SIF, Société Anonyme sous la forme d'une SICAF - Fonds d'Investissement Spécialisé.

Siège social: L-1840 Luxembourg, 40, boulevard Joseph II.

R.C.S. Luxembourg B 4.367.

Extrait des résolutions prises par le conseil d'administration du 4 décembre 2013:

Après en avoir délibéré, le conseil d'administration nomme en tant que nouvel administrateur sous réserve de l'approbation de la Commission de Surveillance du Secteur Financier:

- Monsieur Pit RECKINGER, avec adresse professionnelle au 5 rue d'Orange, L-2267 Luxembourg,

Son mandat prendra fin lors de l'Assemblée Générale Ordinaire statuant sur les comptes au 31 décembre 2013.

COMPAGNIE FINANCIERE DE GESTION LUXEMBOURG S.A.

Boulevard Joseph II

L-1840 Luxembourg

Référence de publication: 2014064030/16.

(140075045) Déposé au registre de commerce et des sociétés de Luxembourg, le 8 mai 2014.