

MEMORIAL

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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° 1991

30 juillet 2014

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Iotoo SA, Société Anonyme.

Siège social: L-2550 Luxembourg, 24, avenue du X septembre.

R.C.S. Luxembourg B 137.506.

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

Luxembourg, le 26 mai 2014.

Signature

Le Mandataire

Référence de publication: 2014074797/12.

(140087641) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Ingenium, Société d'Investissement à Capital Variable.

Siège social: L-2449 Luxembourg, 14, boulevard Royal.

R.C.S. Luxembourg B 98.032.

Extrait des délibérations de l'Assemblée Générale Ordinaire du 22 mai 2014

L'Assemblée Générale renomme:

- Fernand REINERS, Président;
- Florence PILOTAZ, Administrateur;
- Nico THILL, Administrateur.

Leurs mandats respectifs prendront fin lors de l'Assemblée Générale Ordinaire statuant sur les comptes au 31 décembre 2014.

L'Assemblée Générale renomme comme réviseur d'entreprises agréé:

- PricewaterhouseCoopers.

Son mandat prendra fin lors de l'Assemblée Générale Ordinaire statuant sur les comptes au 31 décembre 2014.

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

Luxembourg, le 27 mai 2014.

Référence de publication: 2014074794/19.

(140087911) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

K Conseils S.à r.l., Société à responsabilité limitée.

Siège social: L-8552 Oberpallen, 53, Tontelerwee.

R.C.S. Luxembourg B 174.618.

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.

Signature.

Référence de publication: 2014074810/10.

(140087955) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Jungfrau SICAV SIF, Société Anonyme sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

Siège social: L-1855 Luxembourg, 15, avenue J.F. Kennedy.

R.C.S. Luxembourg B 159.616.

Le Conseil d'Administration a décidé de nommer M. Mike Kara (demeurant professionnellement au 15A Avenue J.F. Kennedy, L-1855 Luxembourg) en remplacement de Mme. Michèle Berger en date du 14 mai 2014 en tant qu'administrateur jusqu'à la prochaine Assemblée Générale qui se tiendra en 2014.

Le Conseil d'Administration a décidé de nommer M. Marc Wenda (demeurant professionnellement au 15 Avenue J.F. Kennedy, L-1855 Luxembourg) en remplacement de M. Pascal Chauvaux en date du 15 mai 2014 en tant qu'administrateur jusqu'à la prochaine Assemblée Générale qui se tiendra en 2014.

Référence de publication: 2014074809/13.

(140087650) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Iootoo SA, Société Anonyme.

Siège social: L-2550 Luxembourg, 24, avenue du X septembre.
R.C.S. Luxembourg B 137.506.

Les comptes annuels au 31 décembre 2011 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg, le 26 mai 2014.

Signature

Le Mandataire

Référence de publication: 2014074798/12.

(140087642) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Iootoo SA, Société Anonyme.

Siège social: L-2550 Luxembourg, 24, avenue du X septembre.
R.C.S. Luxembourg B 137.506.

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.

Luxembourg, le 26 mai 2014.

Signature

Le Mandataire

Référence de publication: 2014074799/12.

(140087644) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

J.J.C. Holding, Société Anonyme.

Siège social: L-9687 Surré, 21, rue des Romains.
R.C.S. Luxembourg B 172.839.

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.

Signature.

Référence de publication: 2014074800/10.

(140087450) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Jumia Middle East S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1736 Senningerberg, 5, Heienhaff.
R.C.S. Luxembourg B 184.708.

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 26 mai 2014.

Référence de publication: 2014074801/10.

(140088403) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

**Lakeland Partners S.A., Société Anonyme,
(anc. Different Angle S.A.).**

Siège social: L-1635 Luxembourg, 53, allée Léopold Goebel.
R.C.S. Luxembourg B 168.148.

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 27 mai 2014.

Référence de publication: 2014074843/10.

(140088124) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Japie S.A., Société Anonyme.

Siège social: L-2737 Luxembourg, 14, rue Wurth Paquet.
R.C.S. Luxembourg B 129.415.

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Ceci est une version corrigée de la mention déposée antérieurement sous le numéro L140085940.
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.

*Pour JAPIE S.A.
Un mandataire*

Référence de publication: 2014074802/12.
(140088446) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Japie S.A., Société Anonyme.

Siège social: L-2737 Luxembourg, 14, rue Wurth Paquet.
R.C.S. Luxembourg B 129.415.

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Ceci est une version corrigée de la mention déposée antérieurement sous le numéro L140084127.
Les comptes annuels au 31 décembre 2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

*Pour JAPIE S.A.
Un mandataire*

Référence de publication: 2014074803/12.
(140088447) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Johnimmo S.A., Société Anonyme.

Siège social: L-2314 Luxembourg, 2A, place de Paris.
R.C.S. Luxembourg B 38.351.

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Les comptes annuels au 31.12.2012 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signature.

Référence de publication: 2014074806/10.
(140088242) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

LuxTech Capital S.A., Société Anonyme Soparfi.

Siège social: L-1273 Luxembourg, 19, rue de Bitbourg.
R.C.S. Luxembourg B 77.788.

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Les comptes annuels de l'exercice clôturé 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: 2014074840/10.
(140088012) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Logisys S.A., Société Anonyme.

Siège social: L-8080 Bertrange, 1, rue Pletzer.
R.C.S. Luxembourg B 99.486.

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Statuts coordonnés déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 27 mai 2014.

Référence de publication: 2014074868/10.
(140088111) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

JeanMicha S.A., Société Anonyme.

Siège social: L-1653 Luxembourg, 2-8, avenue Charles de Gaulle.
R.C.S. Luxembourg B 97.794.

Extrait des décisions prises par l'associé unique de la Société du 26 mai 2014

Le 26 mai 2014, l'associé unique de JeanMicha S.A. a pris les résolutions suivantes:

- D'accepter la démission de Mme Christelle Ferry en qualité de Gérant de la Société avec effet au 12 mai 2014;
- De nommer Mme Séverine Canova, ayant son adresse professionnelle au 2-8 avenue Charles de Gaulle, L-1653 Luxembourg, en qualité de Gérant de la Société avec effet au 12 mai 2014 jusqu'à l'Assemblée Générale Ordinaire qui se déroulera en 2020.

Luxembourg, le 26 mai 2014.

Xavier De Cillia

Gérant

Référence de publication: 2014074804/16.

(140087995) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Josten.Lu S.A., Société Anonyme.

Siège social: L-2134 Luxembourg, 60A, rue Charles Martel.
R.C.S. Luxembourg B 53.613.

Auszug aus dem Protokoll der Ausserordentlichen Generalversammlung vom 18. Februar 2014

Die Generalversammlung beschließt, mit Wirkung zum 1. Januar 2014, den Gesellschaftssitz von L-2172 Luxembourg, rue Alphonse München 29, nach L-2134 Luxembourg, 60A, rue Charles Martel, zu verlegen.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Weiswampach, den 27. Mai 2014.

Für JOSTEN.LU S.A.

FIDUNORD S.à r.l.

Référence de publication: 2014074807/14.

(140088140) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

London Acquisition Luxco S.à r.l., Société à responsabilité limitée.

Capital social: EUR 683.654,84.

Siège social: L-5365 Munsbach, 9, rue Gabriel Lippmann.
R.C.S. Luxembourg B 133.574.

Veillez prendre note de la:

Démission du Gérant à compter du 26 mars 2014:

Monsieur Philip Ian PRICE, ayant pour adresse professionnelle 12, Charles Street, étage Third Floor, Londres SW1Y 4QU, Royaume-Uni.

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

TMF Luxembourg S.A.

Signatures

Référence de publication: 2014074836/15.

(140087502) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

LaSalle Euro Growth II Finance S.à r.l., Société à responsabilité limitée.

Siège social: L-1931 Luxembourg, 41, avenue de la Liberté.
R.C.S. Luxembourg B 84.512.

Les comptes annuels au 31 décembre 2013 ont été déposés au registre de commerce et des sociétés de Luxembourg. Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2014074834/9.

(140087976) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

KAYSER Systems S.à r.l., Société à responsabilité limitée.

Siège social: L-6587 Steinheim, 26, Am Flouer.

R.C.S. Luxembourg B 108.748.

EXTRAIT

Il résulte d'un procès-verbal de la réunion du gérant tenu en date du 30 avril 25 avril 2014 que:

Le gérant de la société KAYSER SYSTEMS SARL décide de transférer le siège social du 37A, route d'Echternach, L - 6580 Rosport au 26, Am Flouer, L - 6587 Steinheim.

Pour extrait sincère et conforme

Référence de publication: 2014074825/12.

(140087974) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

KAS Anorthosis S.C.A., Société en Commandite par Actions.

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

R.C.S. Luxembourg B 118.728.

Le Bilan consolidé au 31 décembre 2012 a été déposé au registre de commerce et des sociétés de Luxembourg. (conforme Art. 314 du loi du 10 août 1915 concernant les sociétés commerciales)

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

Luxembourg, le 26 mai 2014.

KAS Anorthosis S.C.A.

Paul Galliver

Commissaire

Référence de publication: 2014074824/14.

(140087588) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

KAS Anorthosis S.C.A., Société en Commandite par Actions.

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

R.C.S. Luxembourg B 118.728.

Le Bilan consolidé au 31 décembre 2011 a été déposé au registre de commerce et des sociétés de Luxembourg. (conforme Art. 314 du loi du 10 août 1915 concernant les sociétés commerciales)

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

Luxembourg, le 26 mai 2014.

KAS Anorthosis S.C.A.

Paul Galliver

Commissaire

Référence de publication: 2014074823/14.

(140087577) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Large Investments S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 97.591.

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

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

Luxembourg, le 20 mai 2014.

Large Investments S.à r.l.

M.P. Galliver

Manager

Référence de publication: 2014074845/14.

(140087632) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Lys Martagon Property S.A., Société Anonyme.

Siège social: L-2557 Luxembourg, 18, rue Robert Stümper.
R.C.S. Luxembourg B 129.052.

Les comptes annuels au 30.11.2012 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 4 avril 2014.

LYS MARTAGON PROPERTY SA

Référence de publication: 2014074842/11.

(140088382) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Lys Martagon Property S.A., Société Anonyme.

Siège social: L-2557 Luxembourg, 18, rue Robert Stümper.
R.C.S. Luxembourg B 129.052.

L'assemblée générale ordinaire tenue en date du 4 avril 2014 a décidé:

- De prolonger le mandat de l'administrateur Maxim Rubin, demeurant au 21, Vasili Michailidi Street, CY-3026 Limassol, pour prendre fin à l'assemblée générale ordinaire statuant sur les comptes au 30.11.2017;

- De prolonger le mandat du commissaire aux comptes Grant Thornton Lux Audit SA, dont le siège social est au 83, Pafebruch, L-8308 Capellen, pour prendre fin à l'assemblée générale ordinaire statuant sur les comptes au 30.11.2017.

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

Luxembourg, le 4 avril 2014.

LYS MARTAGON PROPERTY SA

Référence de publication: 2014074841/15.

(140088381) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

LG Trading, Société à responsabilité limitée unipersonnelle.

Siège social: L-8832 Rombach-Martelange, 14, route de Bigonville.
R.C.S. Luxembourg B 132.146.

Procès-verbal de l'assemblée générale extra-ordinaire du 19/05/2014

Il résulte de l'AGE tenue ce 19 mai 2014 ce qui suit:

1°) démission de son poste de gérant de Monsieur Laurent Gadisseur, né le 27/11/1970 à B-Liège, domicilié n° 71/9 Voie de l'air pur à B-4052 CHAUDFONTAINE.

2°) nomination au poste de gérant de Monsieur Stive COLICON, né le 14/10/1981 à B-Dendermonde, domicilié n°1 Place Augustin Laurent à F-59000 LILLE.

LG TRADING Sàrl

Référence de publication: 2014074857/14.

(140087766) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Large Investments S.à r.l., Société à responsabilité limitée.

Siège social: L-2557 Luxembourg, 7A, rue Robert Stümper.
R.C.S. Luxembourg B 97.591.

Le Bilan consolidé au 31 décembre 2012 a été déposé au registre de commerce et des sociétés de Luxembourg.
(conforme Art. 314 du loi du 10 août 1915 concernant les sociétés commerciales)

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

Luxembourg, le 26 mai 2014.

Large Investments S.à r.l.

Paul Galliver

Manager B

Référence de publication: 2014074846/14.

(140087657) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Kaymu Middle East S.à r.l., Société à responsabilité limitée.**Capital social: EUR 12.500,00.**

Siège social: L-1736 Senningerberg, 5, Heienhaff.

R.C.S. Luxembourg B 184.712.

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 26 mai 2014.

Référence de publication: 2014074813/10.

(140088305) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Lawa, Société Anonyme.

Siège social: L-1449 Luxembourg, 18, rue de l'Eau.

R.C.S. Luxembourg B 133.841.

Le bilan et l'annexe 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.

Pour la société

Un administrateur

Référence de publication: 2014074847/11.

(140087990) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Le Sommet S.à r.l., Société à responsabilité limitée.

Siège social: L-1420 Luxembourg, 5, avenue Gaston Diderich.

R.C.S. Luxembourg B 86.993.

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.

Pour LE SOMMET S.à r.l.

United International Management S.A.

Référence de publication: 2014074848/11.

(140088081) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Leaderman SA, Société Anonyme.

Siège social: L-2330 Luxembourg, 128, boulevard de la Pétrusse.

R.C.S. Luxembourg B 49.042.

Les comptes annuels, les comptes de Profits et Pertes ainsi que les Annexes de l'exercice clôturant 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.

L'Organe de Gestion

Référence de publication: 2014074849/11.

(140087904) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Manacor SA, Société Anonyme.

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

R.C.S. Luxembourg B 106.542.

Les comptes annuels au 30.06.2012 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.

MANACOR S.A.

Société Anonyme

Référence de publication: 2014074885/11.

(140087966) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Lanson et Cie S.A., Société Anonyme.

Siège social: L-1621 Luxembourg, 24, rue des Genêts.

R.C.S. Luxembourg B 176.548.

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Extrait des résolutions prises par l'administrateur unique en date du 20 mai 2014

L'administrateur unique a décidé de démissionner de son poste d'administrateur de la Société et a décidé de nommer en son remplacement par cooptation Monsieur Angelo ZITO, demeurant professionnellement au 2, rue du Fort Wallis, L-2714 Luxembourg, en qualité de nouvel administrateur unique de la Société.

Le mandat du nouvel administrateur unique nommé terminera celui de l'administrateur unique démissionnaire et prendra par conséquent fin à l'issue de l'assemblée générale ordinaire de 2018.

Cette nouvelle nomination sera soumise à l'élection définitive de l'assemblée générale des actionnaires, lors de sa prochaine réunion.

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

Référence de publication: 2014074844/16.

(140088045) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

LEG II Laatzén S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 105.046.

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

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

Référence de publication: 2014074850/9.

(140087622) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

LEG II Nurnberg S.à.r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 110.338.

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

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

Référence de publication: 2014074851/9.

(140087943) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

LFP Opportunity, Société d'Investissement à Capital Variable.

Siège social: L-5826 Hesperange, 33, rue de Gasperich.

R.C.S. Luxembourg B 128.720.

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

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

Hesperange, le 27 mai 2014.

Référence de publication: 2014074855/10.

(140087810) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Matignon Finance, Société Anonyme.

Siège social: L-1724 Luxembourg, 15, boulevard du Prince Henri.

R.C.S. Luxembourg B 105.777.

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Les statuts coordonnés suivant l'acte n° 68623 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: 2014074890/10.

(140087827) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

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

Siège social: L-2453 Luxembourg, 6, rue Eugène Ruppert.

R.C.S. Luxembourg B 144.744.

Extrait des résolutions de l'associé unique datées du 13 mai 2014

En date du 13 mai 2014, l'associé unique de la Société a pris connaissance de la démission de Johanna van Oort en sa qualité de gérant de classe B et ce avec effet immédiat.

L'associé unique a décidé de nommer Richard Brekeldans, directeur, né le 12 septembre 1960 à Amsterdam aux Pays-Bas, demeurant professionnellement au 6, rue Eugène Ruppert, L-2453 Luxembourg en tant que gérant de classe B et ce, avec effet immédiat et pour une durée indéterminée.

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

Luxembourg, le 26 mai 2014.

Signature

Un mandataire

Référence de publication: 2014074833/18.

(140087677) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

LFP S&P Capital IQ Fund, Société d'Investissement à Capital Variable.

Siège social: L-5826 Hesperange, 33, rue de Gasperich.

R.C.S. Luxembourg B 170.917.

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.

Hesperange, le 27 mai 2014.

Référence de publication: 2014074856/10.

(140087849) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Lglobal Funds, Société d'Investissement à Capital Variable.

Siège social: L-5826 Hesperange, 33, rue de Gasperich.

R.C.S. Luxembourg B 160.733.

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

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

Référence de publication: 2014074859/9.

(140088118) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

MercLin SICAV, Société d'Investissement à Capital Variable.

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

R.C.S. Luxembourg B 139.911.

Extrait des résolutions de l'Assemblée Générale Ordinaire tenue à Luxembourg le 16 avril 2014

L'Assemblée Générale Ordinaire a décidé:

1. de réélire Messieurs Vincent Planche, Stéphane Mercier, Jean Sanders et Marc-André Béchet, en qualité d'administrateurs, pour le terme d'un an, prenant fin à la prochaine Assemblée Générale Ordinaire en 2015;

2. de réélire KPMG Luxembourg S.à.r.l., en qualité de Réviseur d'Entreprises, pour le terme d'un an, prenant fin à la prochaine Assemblée Générale Ordinaire en 2015.

Luxembourg, le 19 mai 2014.

Pour MERCLIN SICAV

BANQUE DEGROOF LUXEMBOURG S.A.

Agent Domiciliataire

Référence de publication: 2014074895/17.

(140087438) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Lux Arkwright Master Co. S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 186.070.

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EXTRAIT

Il résulte du transfert de part réalisé en date du 24 avril 2014 que l'Associé unique de la Société: Catalyst Capital LLP, transfère toutes les 15,000 parts sociales qu'il détient dans la Société comme suit;

- 300 parts sociales à la société Catalyst Arkwright LLP, une limited liability partnership, ayant son siège social au 18^{ème} étage, 33 Cavendish Square, W1G OPW Londres, Royaume-Uni, enregistrée au «Companies House» de Londres sous le numéro OC392480;

- 10,243 parts sociales à la société Townsend Real Estate Alpha Fund I L.P." une limited partnership, ayant son siège social au 1660 West Second Street, Suite 450, Cleveland, Ohio 44113, Etats-Unis D'Amérique, enregistrée au registre du Delaware, sous le numéro 4879263; et

- 4,457 parts sociales à la société GPF Real Estate Co-Investment L.P.", une limited partnership, ayant son siège social au Trafalgar Court, Les Banques, St Peter Port, Guernesey GY1 3QL, enregistrée au Register of Limited Partnerships of the Island of Guernsey sous le numéro 1894.

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

Luxembourg, le 26 mai 2014.

Référence de publication: 2014074838/21.

(140088308) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

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

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 115.064.

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Extrait des résolutions de l'associé unique

Suite à la démission de Monsieur Franck Ruimy en sa qualité de gérant unique de la Société et suite aux résolutions de l'associé unique de la Société prises en date du 16 mai 2014, il a été décidé de nommer Sycamore Management S.à r.l., une société à responsabilité limitée, constituée et régie selon les lois du Grand-Duché de Luxembourg, ayant son siège social au 6A, route de Trèves, L-2633 Senningerberg, enregistrée au Registre du Commerce et des Sociétés de Luxembourg sous le numéro B 150.718, dont le capital social est fixé à EUR 12,500, en tant que gérant unique en remplacement du gérant démissionnaire pour une durée indéterminée.

Traduction pour les besoins de l'enregistrement

Further to the resignation of Mr. Franck Ruimy as sole manager of the Company and further to the resolutions of the sole shareholder of the Company dated 16 May 2014, it has been decided to appoint Sycamore Management S.à r.l., a private limited liability company (société à responsabilité limitée) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at 6A, route de Trèves, L-2633 Senningerberg, registered with the Luxembourg Trade and Companies' Register under number B 150.718, the corporate capital of which is fixed at EUR 12,500, as sole manager in place of the resigning manager for an indefinite period.

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

Référence de publication: 2014074852/23.

(140088094) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

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

Siège social: L-3515 Dudelange, 11, route de Luxembourg.

R.C.S. Luxembourg B 146.731.

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Les comptes annuels au 31 décembre 2009 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Pour M.S. S.à r.l.

Référence de publication: 2014074881/10.

(140088277) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Luxembourg Financial Group Holding S.A., Société Anonyme.

Siège social: L-1855 Luxembourg, 33A, avenue J.F. Kennedy.
R.C.S. Luxembourg B 128.323.

Extrait des résolutions prises lors de l'assemblée générale annuelle de la Société en date du 2 mai 2014*Conseil d'administration*

Il résulte des résolutions prises lors de l'assemblée générale annuelle en date du 2 mai 2014 que les mandats des administrateurs suivants ont été renouvelés pour une durée qui expirera immédiatement après l'assemblée générale annuelle qui se tiendra en 2015:

- M. René Mottas, administrateur, demeurant au 33A, avenue J.F. Kennedy, L-1855 Luxembourg;
- M. Gerald Pittner, administrateur, demeurant au 91D, Lexham Gardens, GB-W8 6JN Londres;
- M. Thomas Wels, administrateur, demeurant au 24, Talacker, CH-8001 Zurich; et
- M. Michael Zahn, administrateur, demeurant au 1, Finsbury Avenue, GB-EC2M 2PP Londres.

Personne chargée du contrôle des comptes;

Il résulte des résolutions prises lors de l'assemblée générale annuelle en date du 2 mai 2014, que le mandat d'Ernst & Young S.A., en tant que réviseur d'entreprises agréé, ayant son siège social au 7, Parc d'Activité Syrdall, L-5365 Munsbach, immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 47771, a été renouvelé pour une durée qui expirera immédiatement après la tenue de l'assemblée générale annuelle qui se tiendra en 2015.

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

Luxembourg Financial Group Holding S.A.

Signature

Un Mandataire

Référence de publication: 2014074839/25.

(140088370) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Liparus Invest S.A., Société Anonyme.

Siège social: L-1471 Luxembourg, 412F, route d'Esch.
R.C.S. Luxembourg B 115.929.

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.

LIPARUS INVEST S.A.

Signatures

Administrateur / Administrateur

Référence de publication: 2014074863/12.

(140087627) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Monterey Holdings I Sarl, Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1528 Luxembourg, 1-3, boulevard de la Foire.
R.C.S. Luxembourg B 109.057.

EXTRAIT

Il résulte des résolutions prises par les associés de la Société en date du 22 mai 2014 que:

- Monsieur Robin Boehringer a démissionné de son mandat de gérant avec effet immédiat;
- Monsieur Rupert Mackay, né le 15 août 1968 à Beckenham, Royaume-Uni, résidant professionnellement à Durlstone, Stanley Road, GY1 1QW, St Peter Port Guernsey, a été nommé gérant de la Société, avec effet immédiat et pour une durée indéterminée.

Il résulte des résolutions prises par les associés de la Société en date du 14 août 2013 que les associés ont décidé de confirmer les mandats des membres du conseil de gérance suivants:

- M. Gérard Maîtrejean, en qualité de gérant;
- M. Frédéric Feyten, en qualité de gérant; et
- M. Stef Oostvogels, en qualité de gérant.

Le conseil de gérance de la société se compose désormais comme suit:

1. M. Rupert Mackay, gérant;
2. M. Dominic Spiri, gérant;
3. M. Gérard Maîtrejean, gérant;
4. M. Frédéric Feyten, gérant; et
5. M. Stef Oostvogels, gérant.

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

Fait à Luxembourg, le 23 mai 2014.

Pour la Société

Un mandataire

Référence de publication: 2014074909/29.

(140087799) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Kennedy SA, Société Anonyme.

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

R.C.S. Luxembourg B 144.901.

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Extrait du procès-verbal de l'assemblée générale du 20 mai 2014

Première résolution

Le siège social du commissaire aux comptes «KF FIDUCIAIRE SA» est transféré 7, rue de Bitbourg, à L-1273 Luxembourg au 20, rue des Peupliers, à L-2328 Luxembourg

Cette résolution a été votée à l'unanimité.

Deuxième résolution

Changement d'adresse d'un administrateur

Monsieur Kindy FRITSCH, changement d'adresse du 7, rue Jean-Pierre Sauvage, à L-2514 Luxembourg au 55, boulevard de la Pétrusse, à L-2320 Luxembourg

Cette résolution a été votée à l'unanimité.

Troisième résolution

Changement d'adresse du délégué à la gestion journalière

Monsieur Kindy FRITSCH, changement d'adresse du 7, rue Jean-Pierre Sauvage, à L-2514 Luxembourg au 55, boulevard de la Pétrusse, à L-2320 Luxembourg

Référence de publication: 2014074826/21.

(140087463) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

KF Estate Sàrl, Société à responsabilité limitée.

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

R.C.S. Luxembourg B 89.328.

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Extrait du procès-verbal de l'assemblée générale du 20 mai 2014

Première résolution

Le siège social de l'associé «KF FINANCE SA» est transféré du

7, rue de Bitbourg, à L-1273 Luxembourg au 20, rue des Peupliers, à L-2328 Luxembourg

Cette résolution a été votée à l'unanimité.

Deuxième résolution

Changement d'adresse du gérant unique

Monsieur Kindy FRITSCH, changement d'adresse du 139, avenue Gaston Diderich, à L-1420 Luxembourg au 55, boulevard de la Pétrusse, à L-2320 Luxembourg

Cette résolution a été votée à l'unanimité.

Troisième résolution

L'Assemblée Générale décide de reconduire le mandat du gérant unique Monsieur Kindy FRITSCH, pour une durée de six ans, jusqu'à l'Assemblée Générale Ordinaire de 2020.

Cette résolution a été votée à l'unanimité.

Référence de publication: 2014074828/21.

(140087600) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Euro-Pe Select Opportunities SICAV SIF SCS, Société en Commandite simple sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

Siège social: L-2520 Luxembourg, 5, allée Scheffer.

R.C.S. Luxembourg B 188.825.

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STATUTES

In the year two thousand fourteen, on the tenth day of July.

Before Us Maître Jean-Joseph Wagner, notary residing in SANEM, Grand Duchy of Luxembourg,

there appeared:

(1) Euro-PE Select Opportunities Partners S.à.r.l., a société à responsabilité limitée incorporated under and governed by the laws of Luxembourg, having a share capital of EUR twelve thousand five hundred Euros (EUR 12,500), with its registered office at 5 Allée Scheffer - L-2520 Luxembourg, (the "General Partner");

(2) Caisse de prévoyance de l'Etat de Genève (CPEG), a Public Corporation company having its registered office at Boulevard de Saint-Georges 38 CP 176 CH-1211 GENEVA 8 SWITZERLAND and registered with the Geneva, Switzerland under number 00664/2014

all here represented by Mr Sami BEN DECHICHE, lawyer, residing professionally in Luxembourg, pursuant to two (2) proxies given under private seal.

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

Such appearing parties, in the capacity in which they act, have requested the notary to state as follows the articles of incorporation of a company which they form between themselves (the "Articles").

Definitions

Accrued Interest	has the meaning assigned thereto in Article 12.2.1.
Advisory Committee	has the meaning assigned thereto in Article 23
Adviser	has the meaning ascribed to it in the Issue Document.
Affiliate	any legal entity or other entity which, in relation to the Person concerned, is its Subsidiary, its Holding Company or that Person's Holding Company.
Affiliated Entity	has the meaning assigned thereto in Article 9.3.2.
Articles	the present articles of incorporation of the Company.
Business Day	a day (not being a Saturday or Sunday) on which banks are open for business in Luxembourg and France.
Central Administration	any entity appointed, in accordance with Luxembourg laws and regulations to act as central administration agent of the Company, or such entity as may subsequently be appointed to act in such capacity.
Agent	has the meaning assigned thereto in Article 19.1.
Claims	has the meaning assigned thereto in Article 19.1.
Class(es)	has the meaning assigned thereto in Article 7.2.
Class A Shares	has the meaning assigned thereto in Article 7.2.(b).
Class B Shares	has the meaning assigned thereto in Article 7.2.(c).
Class D Shares	has the meaning assigned thereto in Article 12.2.3
Commitment(s)	has the meaning assigned thereto in Article 10.
Company	Euro-PE Select Opportunities SICAV-SIF S.C.S a Société d'Investissement à Capital Variable – Fonds d'Investissement Spécialisé in the form of a Société en Commandite Simple, governed by the 2007 Law.
Covered Person	has the meaning assigned thereto in Article 19.1
CSSF	has the meaning assigned thereto in Article 9.2
Depository	has the meaning assigned thereto in Article 22
Damages	has the meaning assigned thereto in Article 19.1.
Default Letter	has the meaning assigned thereto in Article 12.2.
Defaulting Shareholder	has the meaning assigned thereto in Article 12.1.
Defaulting Shareholders'	has the meaning assigned thereto in Article 12.2.3(a).
Shares	

Disabling Conduct FATCA	has the meaning assigned thereto in Article 19.1. means Sections 1471 through 1474 of the U.S. Code, any current or future regulations or official interpretations thereof, any agreement entered into pursuant to Section 1471(b) of the U.S. Code, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation of such Sections of the U.S. Code.
FATCA Letter	has the meaning ascribed to in Article 9.3.4
FATCA Recalcitrant Shareholder	any Shareholder or beneficial owner of Shares that fails to provide the Holder FATCA Information as requested or that fails to provide a waiver of law prohibiting the disclosure of such information to a taxing authority, or any Shareholder or beneficial owner of Shares that is a foreign financial institution as defined in Section 1471(d)(4) of the U.S. Code and, unless exempted from complying or otherwise deemed to be compliant, fails to comply with Section 1471(b) of the U.S. Code.
First Closing Date	has the meaning ascribed to it in the Issue Document.
Further Drawdown	has the meaning ascribed to it in the Issue Document.
General Partner	has the meaning assigned thereto in Article 15
Holding Company	a Person is the holding company of another Person, which is itself a legal entity, if it holds, directly or indirectly: (a) a majority of the voting rights of such other Person; or (b) an interest in such other Person and has the power to appoint its chairman, the majority of its board of directors or the majority of its supervisory board, as applicable; or (c) an interest in such other Person and controls, alone or pursuant to an agreement entered into with other shareholders (or other holders of securities), the majority of the voting rights of such other Person or has the power to appoint the chairman, the majority of its board of directors or the majority of its supervisory board, as applicable.
Holder FATCA Information	means information requested by the Company or an intermediary (or an agent thereof) in connection with FATCA to enable or help the Company or an intermediary to comply with FATCA.
Indemnified Individual	any officer, director, Shareholder, agent, member, adviser, consultant, partner or employee of the General Partner.
Indemnified Person	the General Partner and any Indemnified Individual.
Investment	has the meaning ascribed to it in the Issue Document.
Investment Team	has the meaning ascribed to it in the Issue Document.
Issue Document	has the meaning assigned thereto in Article 3
Management Share(s)	has the meaning assigned thereto in Article 7.2(a)
Net Assets	has the meaning assigned thereto in Article 13.1
Net Asset Value	has the meaning assigned thereto in Article 13.2
New General Partner	has the meaning assigned thereto in Article 15
Notification Letter	has the meaning assigned thereto in Article 9.3.1.
Payment Date	has the meaning assigned thereto in Article 12.1.
Person	any individual or entity, including anybody corporate, partnership, limited partnership, limited liability partnership, association, limited company, open-ended investment company, joint-stock company, trust, unit trust, unincorporated association, government or governmental agency or authority.
Portfolio Company	has the meaning ascribed to it in the Issue Document.
Proceeding	has the meaning assigned thereto in Article 19.1.
Proposed Shares	has the meaning assigned thereto in Article 9.3.1.
Proposed Transfer	has the meaning assigned thereto in Article 9.3.1.
Redemption Price	has the meaning assigned thereto in Article 12.2.3(c).
Register	has the meaning assigned thereto in Article 8.2.
Registrar and Paying Agent	any entity appointed, in accordance with Luxembourg laws and regulations, to act as registrar and paying agent of the Company, or such entity as may subsequently be appointed to act in such capacity
Series	has the meaning assigned thereto in Article 7.2.
Shareholders	has the meaning assigned thereto in Article 4.
Shares	has the meaning assigned thereto in Article 7.1.
Subordinated Decision	has the meaning assigned thereto in Article 12.2.3(b) SCHEDULE 1 Part A 12.2.3(b)

Subscription Agreements	has the meaning assigned thereto in Article 7.2.
Subsidiary	a Person is a subsidiary of another Person if such other Person is a Holding Company of such Person.
Term of the Company	has the meaning assigned thereto in Article 3.
Transfer	has the meaning assigned thereto in Article 9.1(a).
Undrawn Commitment	has the meaning assigned thereto in Article 9.3.6.
Unrestricted Transfer	has the meaning assigned thereto in Article 9.3.2.
U.S. Code	the U.S. Internal Revenue Code of 1986, as amended.
Valuation Date	31 March, 30 June, 30 September and 31 December of each year as well as any other date determined by the General Partner and for the first time 30 September 2014.
Warning of Default	has the meaning assigned thereto in Article 12.1.
Well-Informed Investor	has the meaning assigned thereto in Article 8.1.
1915 Law	has the meaning assigned thereto in Article 1.
2007 Law	has the meaning assigned thereto in Article 1.

1. Name and form. There is hereby established among the subscribers and all those who may become owners of the Shares of the Company hereafter issued, a company in the form of a société en commandite simple (S.C.S.) qualifying as a Société d'Investissement à Capital Variable - Fonds d'Investissement Spécialisé under the name of "Euro-PE Select Opportunities SICAV-SIF SCS" (the "Company").

The Company shall be governed by the law dated August 10, 1915 on commercial companies, as amended (the "1915 Law") and the law dated February 13, 2007 applicable to specialised investment funds, as amended (the "2007 Law").

2. Registered office. The registered office of the Company is established in the municipality of Luxembourg, Grand Duchy of Luxembourg. Branches, subsidiaries or other offices may be established either in the Grand Duchy of Luxembourg or in any other location by a decision of the General Partner. Within the same municipality, the registered office may be transferred by a simple resolution of the General Partner. If and to the extent permitted by law, the General Partner may decide to transfer the registered office to any other place in the Grand Duchy of Luxembourg, subject to a resolution of an extraordinary general meeting of Shareholders deliberating in the manner required for amendment of these Articles.

If the General Partner determines that any extraordinary political, economic or social events, which have occurred or are imminent, would interfere with the normal activities of the Company at its registered office or with the ease of communication between such office and persons established in any other location, the registered office may be transferred temporarily to any other location until the complete cessation of such exceptional circumstances; such provisional measures shall have no effect on the nationality of the Company, which, notwithstanding such temporary transfer, shall remain a company governed by the laws of the Grand Duchy of Luxembourg, in particular the 2007 Law.

3. Term of the company. The Term of the Company is of ten (10) years from the First Closing Date (as defined in the Issue Document of the Company, as amended from time to time (the "Issue Document")) provided that the Term of the Company may be extended for two (2) successive periods of one (1) year each, upon decision of the General Partner.

At the expiration of the Term of the Company, the Company will be dissolved and liquidated pursuant to Articles 30 and 31.

4. Purpose. The purpose of the Company is to invest (directly or indirectly) the funds available to the Company in shares, securities or interest of private equity investment funds or securities of companies and other permitted assets according to the 2007 Law, with the purpose of spreading investment risks and affording its shareholders (the "Shareholders") the results of the management of its portfolio.

The Company may take any measures and carry out any transaction, including all financial operations, which it may deem useful for the fulfilment and development of its purpose to the fullest extent permitted under the 2007 Law, 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 (including short-term borrowings) or obtain any form of credit facility and raise funds through, including, but not limited to, the issuance 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 manager or other agent of the Company, or any entity in which the Company or its parent entities has a direct or indirect interest, or any entity being a direct or indirect shareholder of the Company or any entity belonging to the same group as the Company.

5. Liability. The General Partner is jointly and severally liable with the Company for all of the Company's liabilities which cannot be met out of the Company's assets.

The holders of limited shareholders' shares shall not act on behalf of the Company in any manner or capacity other than by exercising their rights as Shareholders in general meetings and shall only be liable to the extent of their contributions to the Company.

6. Determination of the investment objectives. The General Partner shall determine the investment objectives of the Company as well as the course of conduct of the management and the business affairs of the Company in relation thereto, in accordance with the provisions set forth in these Articles, the Issue Document, and applicable laws and regulations.

7. Share capital.

7.1 The share capital of the Company shall be represented by shares (the "Shares") of no par value and shall at any time be equal to the total net assets of the Company as determined pursuant to Article 13 hereof. The minimum capital of the Company, which must be reached within twelve (12) months as from the date on which the Company has been authorized as a société d'investissement à capital variable- fonds d'investissement spécialisé under Luxembourg law, is one million two hundred fifty thousand Euros (EUR 1,250,000).

7.2 The share capital of the Company shall be represented by the following categories of Shares (each, a "Class", collectively, the "Classes"):

(a) "Management Share(s)": the Share subscribed for at the time of incorporation of the Company by the General Partner as unlimited shareholder (associé gérant commandité) of the Company as well as the Management Share(s) that may be issued subsequently, subscription of which will be reserved for the General Partner as unlimited shareholder of the Company.

(b) "Class A Shares": a Class of Shares subscribed for by limited shareholders (associés commanditaires) other than the members of the Investment Team in accordance with the provisions of the Issue Document.

(c) "Class B Shares": a Class of Shares subscribed for by limited shareholders (associés commanditaires) being the members of the Investment Team, the General Partner, the Adviser/AIFM, the Natixis Group and Investors which amount of Total Commitments is equal to or exceeds EUR thirty (30) millions. In accordance with the provisions of the Issue Document Shares may, as the General Partner shall determine, be issued in one or more separate series (the "Series"), the characteristics, terms and conditions of which shall be established by the General Partner in its discretion and provided for in the Issue Document, the Articles and the subscription agreements signed by each Shareholder (the "Subscription Agreements"). Any such Series will serve to identify the Shares depending on their issuance date or their Net Asset Value (as defined below) and will confer no special right among or between them.

The General Partner may create additional Classes as well as additional Series. In this case, these Articles shall be amended accordingly.

7.3 Upon its incorporation, the initial subscribed share capital of the Company was three hundred thousand and ten euro (EUR 300,010.-) divided into one (1) Management Share and thirty thousand (30,000) Class A Shares, having been fully paid-up each.

8. Shares.

8.1 Shareholders

Shares in the Company are exclusively restricted to well-informed investors (investisseurs avertis) within the meaning of article 2 (1) of the 2007 Law (the "Well-Informed Investors"). The requirements set forth in article 2 (1) of the 2007 Law shall not be applicable to the General Partner and other persons who are involved in the management of the Company.

The General Partner or, as the case may be the entities appointed by the General Partner to receive subscription orders for shares of the Company, may request all information and documents required or necessary in order to assess the status as "Well-Informed Investor" of a potential investor.

Each Shareholder is required to sign a Subscription Agreement pursuant to which such Shareholder commits irrevocably to make all subscriptions and payments expected from such Shareholder pursuant to the Issue Document, these Articles and such Subscription Agreement, and whereby such Shareholder declares that it is bound by the terms and conditions of the Issue Document, these Articles and such Subscription Agreement, as each may be amended in accordance with their respective applicable provisions.

8.2 Form of Shares and Register

All Shares shall be issued in registered form only.

The inscription of a Shareholder's name in the register of Shareholders (the "Register") evidences its right of ownership to such registered Shares.

All issued Shares of the Company shall be registered in the Register, which shall be kept at the registered office of the Company. The Register shall contain the name of each Shareholder, its residence, registered office or elected domicile, the number and Series (if any) of Shares it owns, the paid-up amount of each such Share, and banking references. Until notices to the contrary shall have been received by the Company, the Company may treat any information contained in the Register as accurate and up to date and may especially use the addresses and banking references indicated therein for purposes of sending notices and announcements and making any payments, respectively.

The Company only recognizes one (1) owner per Share. If one or more Shares are jointly owned or if the ownership of such Share(s) is disputed, all Persons claiming a right to such Share(s) must appoint a single attorney to represent such Share(s) in respect of the Company. Failure to appoint such attorney will lead to an automatic suspension of all rights attached to such Share(s).

8.3 Voting rights

Each Share grants the right to one (1) vote at every meeting of Shareholders.

Fractional Shares may be issued up to three places after the decimal and shall carry rights in proportion to the fraction of a Share they represent but shall carry no voting rights, unless their number is such that they represent a whole Share, in which case they confer a voting right.

Unless otherwise provided in these Articles, the consent of the General Partner is required in order for a Shareholder's resolution to be validly adopted.

9. Transfer of shares.

9.1 Transferability

(a) Any sale, assignment, transfer (including donation), exchange, contribution, pledge, mortgage, capital gains sharing agreement (convention de croupier), other disposition or encumbrance, or winding-up of a company followed by the transfer of its assets and liabilities to its sole shareholder (transmission universelle de patrimoine) in any form whatsoever, by a Shareholder (including, for the avoidance of doubt Unrestricted Transfers referred in Article 9.3.2) (a "Transfer") of any Shares shall be made in accordance with the provisions of the 1915 Law, the 2007 Law and these Articles and is subject in particular, to the restrictions provided for in these Articles.

(b) Transfers of Shares, whether direct or indirect, voluntary or involuntary (including, but not limited to, Transfers to an Affiliate) will not be valid:

(i) if the transferee is not a Well-Informed Investor; or

(ii) if such Transfer results in a violation of a provision of the Issue Document, these Articles or of applicable laws or any other regulation, including Luxembourg laws on securities and Federal or State laws of the United States of America relative to the mandatory registration of public securities offerings; or

(iii) if as a result of such Transfer, the Company or the General Partner would be required to register as an "Investment Company" under the United States of America Investment Company Act of 1940, as amended; or

(iv) if, as a result of such Transfer, the Assets of the Company are considered "Plan Assets" with respect to ERISA; or

(v) if such Transfer would cause the Company to be classified as an association taxable as a corporation for United States of America Federal income tax purposes or would cause the Company to be treated as a "publicly traded partnership" for United States of America Federal income tax purposes.

(c) Any Share Transfer made in breach of the provisions of this Article 9 shall be null and void and of no force or effect against the Company and the Shareholders. Transfers which are null and void and of no force or effect shall not be recorded in the Register and, until remedied, all the rights and obligations attached to the relevant Shares will be exercised and enforced by the transferor holding such Shares, without prejudice to any liability such transferor may incur with respect to the Company or to the other Shareholders.

(d) The Company may restrict or object to the ownership of Shares in the Company by any person (excluding the General Partner and other persons who are involved in the management of the Company) that does not meet the requirements of a Well-Informed Investor. For this purpose the Company may:

(i) refuse to issue Shares and to register the Transfer of Shares if it appears that such issuance or Transfer would or could have the effect of allotting ownership of the Shares to any Person not meeting the requirements of a Well-Informed Investor; and

(ii) proceed with the compulsory redemption of all or some of all or a portion of Shares if it appears that a person does not meet the requirements of a Well-Informed Investor.

(e) The General Partner shall have the right to prohibit any Transfer which might create an adverse effect on the Company, the General Partner or any of the Shareholders, including but not limited to regulatory and/or tax consequences.

9.2 Transfer of the Management Share(s)

In the event of a Transfer of the Management Share(s) held by the General Partner, its assignee or transferee shall be substituted in its place and admitted to the Company as the general partner of the Company in accordance with the provisions of the 1915 Law and the 2007 Law and with the prior consent of the Commission de Surveillance du Secteur Financier (the "CSSF"). Such a replacement of the General Partner requires an amendment of the Articles to be decided in accordance with the quorum and majority requirements defined in Article 29. Immediately thereafter, such substituted general partner shall be authorized to and shall continue the management of the Company.

9.3 Transfer of Shares (other than the Management Share(s))

9.3.1 Notification Letter

In the event of a proposed Transfer of Shares (other than the Management Share(s)) (a "Proposed Transfer"), the transferor shall make a declaration thereof to the General Partner by registered letter with return receipt requested (the

"Notification Letter"), (i) indicating the full name, mailing address and tax domicile of the transferor and of the transferee, the identification number and the number of Shares which the transferor plans to transfer (the "Proposed Shares"), and the price offered for the Proposed Shares, and (ii) including a representation and warranty given by the transferee that such transferee is a Well-Informed Investor.

9.3.2 Unrestricted Transfers

Provided that, in accordance with Article 9.3.1 a Shareholder provides a Notification Letter to the General Partner no later than fifteen (15) Business Days prior to the date contemplated for the completion of the Proposed Transfer, any Transfer of Shares (other than (i) the Management Share(s)) by a Shareholder to (i) the General Partner or its Affiliates, (ii) an Affiliate of such Shareholder, or (iii) in the event that such Shareholder is an investment fund, to its management company or any investment fund which is managed or advised by its management company or which is managed or advised by an Affiliate of its management company which is located in the same jurisdiction as the Shareholder (an "Affiliated Entity"), shall be unrestricted (an "Unrestricted Transfer").

The General Partner shall nevertheless have the right to prohibit any Transfer which might create an adverse effect on the Company, the General Partner or any of the Shareholders, including but not limited to regulatory and/or tax consequences.

An Unrestricted Transfer shall be valid upon agreement on the Transfer between the transferring transferor and the transferee meeting the requirements under Article 9.3.6.

If there have been two or more successive Transfers of the same Shares to Affiliates or to Affiliated Entities, any Transfer subsequent to the first Transfer will be unrestricted only if the proposed transferee is an Affiliate or an Affiliated Entity of the transferor in the first Transfer.

With respect to any Transfer to an Affiliate or to an Affiliated Entity,

(a) if, at any time whatsoever, the relevant transferee ceases to be an Affiliate or an Affiliated Entity of the transferor, then such transferee shall, if the General Partner so requests, transfer all the Shares which had been transferred to it back to the transferor as soon as possible;

(b) any change of beneficial owner or change of control, as defined pursuant to Luxembourg applicable regulations, with respect to the transferee within a two (2) year period as from the previous Transfer to an Affiliate or an Affiliated Entity, shall be subject to the prior consent of the General Partner described in Article 9.3.3 below.

Before the transferee ceases to be an Affiliate or an Affiliated Entity of the transferor, it shall inform the General Partner, as soon as possible, of its contemplated change of status.

9.3.3 Prior approval

(a) Prior approval of the Share Transfer - In order to maintain the consistency of the Company's shareholders, it is agreed to that Transfers of any Shares (other than the Management Share(s)), for any reason whatsoever, are subject to the prior written approval of the General Partner during the entire Fund Term (without prejudice of the exercise of any vesting and/or leavers agreements).

(b) Exceptions - The Shares (other than the Management Share(s)) may be the subject of a Transfer, without having to be first approved by the General Partner in case of an Unrestricted Transfer referred to in Article 9.3.3 above.

(c) Decision of the General Partner - The General Partner will have twenty (20) Business Days as from the reception of the Notification Letter to decide whether it does or does not approve and to notify such decision to the transferor. If the General Partner does not notify its refusal within the twenty (20) Business Day period aforementioned, it shall be deemed to have approved the contemplated Transfer. The General Partner has full discretion in making this decision, is not subject to any restrictions and is not required to make the reasons for its decision known.

(d) Completion of an approved Transfer - Where approval is given, the completion of the Transfer of Shares shall take place according to the notified conditions within fifteen (15) Business Days following the notification of such approval or the expiration of the period of twenty (20) Business Days provided in the above paragraph. Should the transferor fail to complete the Transfer within the required time frame, it shall then again, prior to any Share Transfer, comply with the provisions of the Articles with respect to Proposed Transfer.

Should it happen that the transferor is unable to complete, within the required time frame, the Transfer planned and approved under the conditions provided for above, neither the Company nor any of the Shareholders shall be bound to redeem the relevant Shares nor shall they have to indemnify the transferor in any manner whatsoever, and the General Partner shall not be required to approve any other Proposed Transfer notified by the transferor subsequently.

9.3.4 Transfer of Shares belonging to a FATCA Recalcitrant Shareholder

If, at any time whatsoever, in the reasonable determination of the General Partner, a Shareholder is or will become a FATCA Recalcitrant Shareholder, the General Partner may compel or effect the Transfer of the Shares held by such FATCA Recalcitrant Shareholder pursuant to the provisions of Article 21. In such case, the General Partner will send a letter (the "FATCA Letter") to such FATCA Recalcitrant Shareholder.

Any proposed Transfer of the Shares held by a FATCA Recalcitrant Shareholder must comply with the provisions of Article 9 including for the avoidance of doubt any requirement regarding the transfer to the transferee of the Undrawn Commitment relating to the FATCA Recalcitrant Shareholder's Shares transferred pursuant to Article 9.3.6(a).

The FATCA Recalcitrant Shareholder may designate a proposed transferee within ten (10) Business Days as from the date on which the FATCA Letter was sent by sending a notice complying with the provisions of Article 9.3.1, provided that such proposed transferee meets the requirements under Article 9.3.6 and, in the reasonable determination of the General Partner, is not or would not be a FATCA Recalcitrant Shareholder.

If the FATCA Recalcitrant Shareholder has not designated any transferee, the General Partner may decide at its discretion that the FATCA Recalcitrant Shareholder's Shares will be transferred by causing a forced sale of the FATCA Recalcitrant Shareholder's Shares to any Person (including one or more Shareholder) who meets the requirements under Articles 9.3.6 and, in the reasonable determination of the General Partner, is not or would not be a FATCA Recalcitrant Shareholder.

The transferee of the FATCA Recalcitrant Shareholder's Shares shall pay a price equal to the transfer price mentioned in Article 21.2 for the FATCA Recalcitrant Shareholder's Shares to the Company. Out of the net proceeds attributable to the Transfer of the FATCA Recalcitrant Shareholder's Shares, the General Partner shall be entitled to first deduct the amounts set forth in Article 21.3. The General Partner shall then be entitled to deduct for its own account, the account of the Company, the other Shareholders, the Depositary (as defined below), the Registrar and Paying Agent, and the Central Administration Agent, an amount equal to all the expenses incurred or damages suffered by them and arising from the fact that the Ordinary Shareholder has become a FATCA Recalcitrant Shareholder as well as any other third-party costs arising out of the fact that the Shareholder has become a FATCA Recalcitrant Shareholder (unless already included in the expenses or damages incurred by the Company). The FATCA Recalcitrant Shareholder will receive the balance, if any.

In the event of a Transfer of the FATCA Recalcitrant Shareholder's Shares, the corresponding registration of the FATCA Recalcitrant Shareholder will be struck off the Register. The purchaser(s) of the FATCA Recalcitrant Shareholder's Shares will only become owner(s) of such Shares once they have complied in full with the conditions referred to in Article 9

9.3.5 Compensation

Each transferor agrees to pay all expenses, including legal fees, incurred by the Company or the General Partner (and to, reimburse the Company or the General Partner as the case may be,) relating to the Transfer of its Shares, unless the Transferee accepts to bear such expenses. The General Partner may also receive remuneration from the transferor, negotiated by mutual agreement, if such transferor requires its assistance to find a transferee for its Shares.

9.3.6 Miscellaneous

Notwithstanding any provision to the contrary contained in these Articles, the transferee of Shares (other than the Management Share(s)) (including, for the avoidance of doubt Unrestricted Transfers referred in Article 9.3.2) shall only have the right to become a Shareholder replacing the transferor if:

(a) in the event that the Transfer of Shares takes place before all Commitments have been fully drawn down, the obligations in respect of the transferor's Commitment which the General Partner remains entitled to call pursuant to the Subscription Agreement signed by the transferor corresponding to those Shares (the "Undrawn Commitment") must be transferred by the transferor to the transferee together with the said Shares;

(b) the transferee has executed all documents required by the General Partner in order to acknowledge such transferee's irrevocable commitment to meet any capital calls attributable to the transferor's Undrawn Commitment attached to the Shares to be transferred and transferred by the transferor to the transferee, as well as all other payments expected from such transferee pursuant to the Issue Document, these Articles and the Subscription Agreement;

(c) the General Partner shall have received all other documents, opinions (including in particular an opinion of counsel that may be reasonably requested by the General Partner from the transferee, which counsel and opinion shall be reasonably satisfactory to the General Partner), instruments and certificates reasonably required by the General Partner intended to admit the transferee as a Shareholder of the Company and to establish the transferee's consent to be bound by all the provisions of these Articles, the Issue Document and the relevant Subscription Agreement, including a written commitment to take over all the obligations of the transferor with respect to the Company and a certificate or representation to the effect that the representations set forth in such Subscription Agreement are (except as otherwise disclosed to and consented to by the General Partner) true and correct with respect to such transferee as of the date of such Transfer;

(d) the transferee is a Well-Informed Investor;

(e) the transferor or the transferee paid all the expenses referred to in Article 9.3.5; and

(f) such Transfer would not cause the Company, any Investment, the General Partner or any of their respective Affiliates, as reasonably determined by the General Partner, to be in breach, or otherwise adversely affected as a result of the provisions of, any applicable law, regulation or rule (as in effect on the date of the Transfer or as may be in effect at any time in the future).

The shares of the Company cannot be assigned, offered or sold directly or indirectly in the United States of America (including its territories and possessions) and to "U.S. persons" as this term is defined under the U.S. regulation known as "SEC Regulation S".

The General Partner shall be entitled to refuse to register any transferee as a Shareholder in the Register so long as any of the conditions of the previous paragraphs are not met.

Any Transfer of registered Shares shall be entered into the Register; such inscription shall be signed by the General Partner or by any other person(s) appointed for this purpose by the General Partner.

10. Issuance of shares. The General Partner is authorised without limitation to issue additional partly or fully paid Shares at any time, in accordance with the procedures and subject to the terms and conditions determined by the General Partner and referred to in these Articles and the Issue Document, without reserving to the existing Shareholders any preferential or pre-emptive rights to subscription for the Shares to be issued. The issuance price shall be determined in accordance with the criteria defined by the General Partner and referred to in these Articles and the Issue Document. The issuance price may vary depending on the context, e.g. according to the date of subscription etc. The issuance price so defined may notably be a fixed price or a price based on the Net Asset Value of the Shares as determined in accordance with the provisions of Article 13 hereof plus an issuance fee or premium, if any, as the Issue Document may provide. The General Partner may also make such adjustment to the issuance price as it may consider appropriate to ensure fairness between the Shareholders according to the provisions of the Issue Document.

Limited shareholders shall subscribe for Shares, as determined by the General Partner in accordance with the terms and condition of these Articles, the Issue Document and their respective Subscription Agreements which provide for their respective total committed capital (the "Commitment" or "Commitments"), subject to any minimum Commitment amount as may be decided by the General Partner.

The provisions relating to Commitments of the limited shareholder and procedures relating to drawdowns of the Commitments of the limited shareholders shall be set forth in the Issue Document and the Subscription Agreement of each limited shareholder.

The Company may issue one or more additional Management Share(s) whose subscription will be reserved to the current General Partner as unlimited shareholder of the Company.

11. Redemption of shares - Conversion of shares.

11.1 Redemption of Shares

The Company is a closed-ended fund. Accordingly, Shareholders are not entitled to request redemption of their Shares during the Term of the Company as set forth in Article 3.

The Company can nonetheless redeem Shares in the cases listed in these Articles subject to the conditions set forth in article 12.1 of the Issue Document.

Notwithstanding the above, the Shares may be redeemed (i) whenever the Company is making a distribution or (ii) on a compulsory basis if (a) a Shareholder ceases to be or is found not to be a Well-Informed Investor, (b) the Company discovers at any time that the Shares are owned by a U.S. person, either alone or in conjunction with any other person, whether directly or indirectly, (c) any Shareholder is in breach of the law or requirement of any country or governmental authority or (d) any Shareholder entails circumstances which in the opinion of the General Partner might result in the Company incurring any liability to taxation or suffering any pecuniary disadvantage which the Company might not otherwise have incurred or suffered. Whenever the Company redeems Shares for the purpose of making a distribution, the redemption price shall be based on the most recent available Net Asset Value (as defined below) of the relevant Class of Shares divided by the number of Shares being redeemed.

The Company shall have the right, if the General Partner so determines, to satisfy payment of the redemption price to any Shareholder who agrees, in specie by allocating to the Shareholder Investments from the portfolio of assets of the Company equal to the value of the Shares to be redeemed.

At the expiration of the Term of the Fund, any Shareholder may request the redemption of its Shares, pursuant to the conditions set forth in article 12.1 of the Issue Document.

Notwithstanding the preceding, requests for redemption will not be admissible after the dissolution of the Company as provided for in Article 30.

The Company may redeem fractions of Shares.

The Shares redeemed by the Company will be cancelled.

11.2 Conversion of Shares

The General Partner may, pursuant to the conditions defined in Article 12, convert Shares held by a Defaulting Shareholder into Class D Shares pursuant to the provision of Article 12.

The Shareholders undertake to agree to the conversion of their Shares pursuant to the conditions defined in Article 12 pursuant to the above paragraph

12. Late and default of payment.

12.1 If a Shareholder holding Class A Shares or Class B Shares does not make, in full or in part, a payment corresponding to a capital call or any other amount required to be funded pursuant to these Articles, the Issue Document or such Shareholder's Subscription Agreement, in each case on the date on which such payment must be made (the "Payment

Date"), the General Partner shall provide such Shareholder with a written notice on such Payment Date of such failure to meet its drawdown obligations (the "Warning of Default").

1. The Shareholder will then have a five (5) Business Day period following the sending of the Warning of Default to meet its drawdown obligation without penalty. If such Shareholder meets its drawdown obligation within this required time-frame, the General Partner will not consider such Shareholder as a Defaulting Shareholder (as such term is defined in the following paragraph) and the amounts due by the Shareholder will not bear any interest and such Shareholder will be entitled to receive distributions which have been made, if any, between the Payment Date and expiry of such five (5) Business Day period following the date of sending of the Warning of Default.

2. In the event of a default in payment or a failure to cure a default after the five (5) Business Day period following the sending of the Warning of Default, the Shareholder shall be deemed to be a defaulting investor (a "Defaulting Shareholder") with retroactive effect from the Payment Date and will not be entitled to receive any distributions which have been made between the Payment Date and expiry of such five (5) Business Day period following the date on which the Warning of Default was sent.

12.2 In the event that the default is not remedied within the five (5) Business Day period following the date on which the Warning of Default was sent, the General Partner will be entitled to send a default letter to the Defaulting Shareholder (the "Default Letter") to such Defaulting Shareholder and may proceed in the following manner.

12.2.1 In addition, subject to the provisions of Article 12.2.2 below, the General Partner will be entitled to decide that (i) the Defaulting Shareholder will not receive any distribution of any kind whatsoever until the date on which the Company has realised or distributed all its assets and may make a final distribution of all remaining assets to the Shareholders, (ii) the voting rights attached to the Shares held by such Shareholder will be suspended, and (iii) if the Defaulting Shareholder is a member of the Advisory Committee, it will be dismissed from its functions in this respect.

Furthermore, any late payment of amounts due with respect to any capital call or any other amount required to be funded pursuant to these Articles, the Issue Document or the Defaulting Shareholder's Subscription Agreement, may entail, upon decision of the General Partner, the payment to the Company of interest (the "Accrued Interest") calculated prorata temporis on the basis of the Euribor 3 months rate (the last rate published on the Payment Date) plus 500 basis points applied to the amount due by the Defaulting Shareholder from the Payment Date and until payment of amounts owed has been received in full by the Company, without prejudice to any action which the Company may bring against the Defaulting Shareholder, and the option for the Company to exercise the rights referred to in Article 12.2.3 below.

12.2.2 If the default is remedied in full within fifteen (15) Business Days of the sending of the Default Letter (including, for the avoidance of doubt, the payment of the defaulted amounts plus Accrued Interest hereon), the Defaulting Investor shall recover (i) its rights to receive distributions made, including any distributions which took place between the Payment Date and the date the default was remedied in full, (ii) its rights to exercise the voting rights attached to its Shares, and (iii) as the case may be, its functions of member of the Advisory Committee.

If the default is not remedied within fifteen (15) Business Days of the sending of the Default Letter, the General Partner may enforce collection of the unpaid amounts against the Defaulting Investor.

12.2.3 If the General Partner decides not to enforce collection of the unpaid amounts against the Defaulting Shareholder, the General Partner may exercise, at its sole discretion, one or more of the options set out below:

(a) The Class A Shares held by the Defaulting Shareholder (the "Defaulting Shareholder's Shares") may be transferred in full or in part to one or more other Shareholders and/or to one or more third parties. In such case, the General Partner shall inform the Defaulting Shareholder of its intention to transfer the Defaulting Shareholder's Shares. The Defaulting Shareholder may designate one or more transferee(s) within thirty (30) Business Days from the Payment Date, it being specified that this period may be extended by the General Partner. Any proposed Transfer must comply with the provisions of Article 9, in particular with respect to the prior approval of the General Partner. If the Defaulting Shareholder and the transferee(s) designated agree on a price, the Defaulting Shareholder's Shares will be sold at the agreed price, which may not be lower than the unpaid capital calls and/or any other unpaid amount required to be funded by the Defaulting Shareholder pursuant to these Articles, the Issue Document or such Shareholder's Subscription Agreement due by the Defaulting Shareholder increased by any costs incurred, if applicable, by the Company and/or the General Partner, and the Defaulting Shareholder's Shares will be transferred at such price.

If (i) the Defaulting Shareholder and the designated transferee(s) do not agree on a price, (ii) the Defaulting Shareholder did not designate any transferee(s) within the required period, (iii) pursuant to Article 9, the General Partner did not approve the Transfer to the transferee(s) designated by the Defaulting Shareholder or (iv) all or part of the Defaulting Shareholder's Shares is not transferred for any other reason, the General Partner may (x) designate one or more purchasers, in which case the General Partner and the so designated purchaser(s) shall agree on the price, which may not be lower than the unpaid capital calls, or (y) auction the Defaulting Shareholder's Shares according to the conditions set forth below.

Out of the net proceeds of the Transfer of Defaulting Shareholder's Shares, the General Partner will first deduct any amounts which are owed to the Company under funds called and which have not been paid by the Defaulting Shareholder and any Accrued Interest incurred until payment of the transfer price has been received. The General Partner will then deduct for its own account, the account of the Company, the other Shareholders, the Depositary, the Registrar and

Paying Agent, an amount equal to all expenses incurred or damages suffered by them due to the Defaulting Shareholder's failure to pay in the capital calls. The Defaulting Shareholder will receive the balance, if any.

In the event of a Transfer, the corresponding registration of the Defaulting Shareholder will automatically be struck off the Register. The designated purchaser(s) will only become the owner(s) of the relevant Shares after having complied with the conditions referred to in Article 9, in particular after having signed a transfer agreement in which the purchaser (s) agrees to pay in the remaining Undrawn Commitment attached the relevant Shares it(they) has(have) acquired.

(b) If the General Partner decides not to proceed pursuant to paragraph (a) above or if all or part of the Defaulting Shareholder's Shares is not sold under the conditions described in paragraph (a) above, the General Partner may, at its sole discretion, decide to treat the Class A Shares and/or Class B Shares corresponding to the Defaulting Shareholder's Shares which are not sold as Shares subordinated to the Class A Shares and Class B Shares issued to the other Shareholders pursuant to the conditions set forth in the paragraph below and to convert such Shares into Class D Shares (the "Class D Shares") (the "Subordinated Decision").

These D Shares will be worth EUR one hundred (100) each and shall only be entitled to receive payment of an amount equal to the paid-up amount by the Defaulting Shareholder with respect to the Class A Shares and Class B Shares which have been converted, after the Company has (i) fully distributed an amount equal to the paid-up amount of the issued Class A Shares and Class B Shares of the other Shareholders and (ii) paid the Preferred Return (as such term is defined in the Prospectus) to the other Shareholders holding Class A Shares and Class B Shares pursuant to the provisions of the Prospectus. The General Partner may deduct from this amount the Accrued Interest incurred up to the Subordination Decision as well as, on its own behalf, and on behalf of the Company, the other Shareholders, the Custodian, the Registrar and Paying Agent an amount equal to all expenses incurred or damages suffered by them following non-payment of the called funds by the Defaulting Shareholder. The Defaulting Shareholder shall receive the balance, if any.

The Class D Shares shall not be entitled to a Preferred Return (as such term is defined in the Prospectus) or to any other form of return with respect to their paid-up amount and the Class D Shareholders shall not be entitled to participate in any of the Shareholder's votes and will be, where applicable automatically dismissed from their functions as member of the Investors Committee. The Defaulting Shareholder will be released from any obligation to pay in future calls for capital.

(c) If the General Partner decides not to proceed pursuant to paragraph (a) and/or (b) above or if all or part of the Defaulting Shareholder's Shares is not sold or concerned by a Subordination Decision pursuant to the conditions set forth in paragraph (a) above, the General Partner may, at its sole discretion, decide that the Company will redeem all or part of the Defaulting Shareholder's Shares.

The relevant Shares will be redeemed by the Company at a fixed price (the "Redemption Price") equal to fifty per cent (50%) of the lesser of the two following amounts: (i) the paid-up amount attributable to the Defaulting Shareholder's Commitment under the relevant Defaulting Shareholder's Shares, net of any distributions received by the Defaulting Shareholder with respect thereto, and (ii) the latest available Net Asset Value of the relevant Defaulting Shareholder's Shares.

The Redemption Price will be paid after the Company has fully paid an amount equal to the paid-up amount relating to the Shares of the relevant Class issued to the other Shareholders.

The General Partner may deduct any Accrued Interest up to the redemption date from the Redemption Price, as well as, for its own account, the account of the Company, the other Shareholders, the Depositary, the Registrar and Paying Agent, an amount equal to all the expenses incurred or damages suffered by them arising from the Defaulting Shareholder's default and any other third-party costs arising out of the default of the Defaulting Shareholder (unless already incurred in the expenses or damages incurred by the Company). The Defaulting Shareholder will receive the balance, if any.

The Shares redeemed by the Company will be cancelled.

13. Net asset value.

13.1 Assets Valuation

The assets of the Company will be valued by the General Partner in accordance with the methodologies provided for in the International Private Equity and Venture Capital Valuation Guidelines (IPEV) as updated from time to time at least once a year.

The value of any cash on hand or on deposit, money market instruments, bills, demand notes, accounts receivable, prepaid expenses is deemed to be the full amount thereof, unless in any case the same is unlikely to be paid or received in full, in which case, the value hereof is arrived at after making such discount as may be considered appropriate in such case to reflect true value hereof.

The value of net assets of the Company (the "Net Assets") is equal to the difference between (i) the value of its gross assets (including an accrued but unpaid interest) plus any amount of cash / readily available or liquid assets and (ii) the aggregate amount of any financial liabilities and any provisions estimated in good faith. The Company's assets are valued on the basis of their fair value.

The General Partner is authorised to change the valuation methods of the assets held by the Company provided, in case of an amendment, that this change is due to an amendment or update of the valuation guidelines set forth in the International Private Equity and Venture Capital (IPEV) Valuation Guidelines.

13.2 Net Asset Value of the Shares

The accounting and computation of the net asset value of each Class of Share (the "Net Asset Value") will be realised by the Central Administration Agent under the responsibility of the General Partner, on a quarterly basis, and will be reviewed by the Statutory Auditor on a semi-annual basis. The Net Asset Value will be established in EUR as of each Valuation Date. The Net Asset Value may be determined more frequently for the purposes of redeeming Shares.

The Company will calculate the Net Asset Value by Class of Share as follows. Each Class of Share participates in the Company according to the portfolio and distribution entitlements attributable to each Class of Share pursuant to the provisions of the Issue Document. The value of the total portfolio and distribution entitlements attributed to a particular Class of Share on a given Valuation Date, less liabilities relating to that Class of Share on that Valuation Date, is the total Net Asset Value attributable to that Class of Share on that Valuation Date. The same principles will apply for calculation of the Net Asset Value of a Series of Shares within a Class of Share.

The Net Asset Value per Share of that Class as at a Valuation Date equals the total Net Asset Value of that Class as at that Valuation Date divided by the total number of Shares of that Class in circulation as at that Valuation Date. The Net Asset Value per Share will be given to three places after the decimal.

The Net Asset Value by Class of Share as at each Valuation Date will be sent to the shareholders at the latest within ninety (90) days of such Valuation Date.

14. Suspension of calculation of the net asset value. The General Partner may suspend calculation of the Net Asset Value in any of, but not limited to, the following events:

(a) when there is an emergency situation following which it is impracticable for the Company to dispose of or value a substantial part of its assets;

(b) when the means of communication or calculation usually used to determine the price or value of investments, stock or other market prices are out of service;

(c) when, for any other reason, the value of any Investment cannot be determined promptly or accurately.

Any Shareholder affected by a suspension will be informed of such a suspension if the General Partner determines that such suspension will exceed eight (8) days.

15. General partner. The general partner, Euro-PE Select Opportunities Partners S.à.r.l. (the "General Partner"), manages the Company. The General Partner evaluates and takes all decisions it deems appropriate relating to the Investments and divestments made by the Company.

The General Partner is entitled to receive a management fee from the Company. The amount of such management fee will be determined in accordance with the provisions of the Issue Document.

The General Partner is fully liable for the decisions concerning the general administration and policy relating to the Investments and divestments of the Company.

The General Partner is invested with the most extensive powers and authority to complete all administrative and disposal actions falling within the purpose of the Company as described in greater detail in Article 4 and in the Issue Document.

In the event of legal incapacity, liquidation or other permanent situation preventing the General Partner from acting as general partner of the Company, the Company will not be dissolved and liquidated automatically, provided that an administrator, who needs not be a Shareholder of the Company, is appointed by the shareholders of the General Partner to effect urgent or mere administrative acts, until a general meeting of Shareholders is held, which such administrator will convene within fifteen (15) days of its appointment. At such general meeting, the Shareholders may appoint, in accordance with the quorum and majority requirements applicable to the amendment of these Articles, a new general partner (the "New General Partner") approved or likely to be approved by the CSSF. Failing such appointment within the aforementioned period, the Company will be dissolved and liquidated.

Any New general partner must adhere to the rules that have been accepted by the General Partner as well as the restrictions imposed on the New General Partner pursuant to the provisions of the Issue Document. The Depositary shall be kept informed and may decide to cease carrying out its duties as Depositary of the Company.

The appointment of a New General Partner is not subject to the approval of the General Partner.

16. Powers of the general partner. Except as may be expressly limited by the provisions of applicable laws and these Articles, the General Partner is vested with the broadest powers to perform all administrative and disposal actions falling within the purpose of the Company, including but not limited to:

(a) to direct the formulation of investment policies and strategies for the Company;

(b) to investigate, select, negotiate, structure, purchase, invest in, hold, pledge, exchange, transfer and sell or otherwise dispose of an Investment;

(c) to monitor the performance of any Investment, to designate, if applicable, members of the board of directors or creditor committee (as the case may be) of Portfolio Companies in which the Company would have directly or indirectly invested or to obtain equivalent representation, to exercise all rights, powers, privileges and other incidents of ownership or possession with respect to Investments and to take whatever action, including any decisive steps relating to interests

issued by such Investments, as may be necessary or advisable as determined by the General Partner in its sole and absolute discretion;

(d) to form subsidiaries and or other holding or investment entities in connection with the Company's business;

(e) to enter into any kind of activity and to enter into, perform and carry out contracts of any kind necessary to, in connection with, or incidental to the accomplishment of the purposes of the Company, including but not limited to any Subscription Agreements or side letters entered into with Shareholders;

(f) except as may be expressly limited by the provisions herein, to act alone to execute, sign, seal and deliver in the name and on behalf of the Company any and all agreements, certificates, instruments or other documents necessary to carry out the intentions and purposes of the Company;

(g) to open, maintain and close bank accounts and draw checks or other orders for the payment of money and open, maintain and close brokerage, money market fund and similar accounts;

(h) to employ, engage and dismiss (with or without cause), on behalf of the Company, any person, including an Affiliate of any Shareholder, to perform services for, or furnish goods to, the Company;

(i) to hire, for usual and customary payments and expenses, consultants, brokers, attorneys, accountants and such other agents for the Company as it may deem necessary or advisable, and authorize, any such agent to act for and on behalf of the Company;

(j) to purchase insurance policies on behalf of the Company, including for director and officer liability and other liabilities; and

(k) to pay all fees and expenses of the Company and the General Partner in accordance with the Issue Document.

Notwithstanding the foregoing, the General Partner may, in accordance with the relevant provisions of the 1915 Law and the 2007 Law, delegate the daily management of the Company and/or of the management of the assets of the Company (including but not limited to investment and divestment decisions, and any or all the foregoing) and the representation of the Company within such daily management and/or management of the assets to one or more persons or committees of its choice or delegate special powers or proxies, or entrust specific permanent or temporary functions to persons or committees chosen by it.

17. Actions by the general partner.

17.1 Except as may be expressly limited by the provisions of these Articles, the General Partner shall be specifically authorized to act alone to execute, sign, seal and deliver in the name and on behalf of the Company any and all agreements, certificates, undertakings, instruments or other documents necessary to carry out the intentions and purposes of these Articles and of the Company.

17.2 The General Partner, in its discretion, may enter into, terminate or approve any modifications or amendments of, any service, advisory, management or other agreement entered into in the name and on behalf of the Company.

17.3 Any documentation, analysis, data or other information gathered or produced by the General Partner in connection with the management of the Company shall become the property of the General Partner.

18. Representation of the company. Vis-à-vis third parties, the Company is validly bound by the sole signature of the General Partner, acting through one or more duly authorised signatories, as designated by the General Partner in its sole discretion or by the signature(s) of any other person(s) to whom signatory power has been delegated by the General Partner, within the limits of such power, in accordance with the articles of incorporation of the General Partner.

Any resolution of a general meeting of Shareholders creating rights or obligations of the Company vis-à-vis third parties must be approved by the General Partner. Any resolution of a general meeting of Shareholders to the effect of amending the articles of incorporation must be passed with the special quorum and majority requirements disclosed under Article 29 below and the consent of the General Partner. Each amendment to the Articles entailing a variation of rights of a Class requires that the special quorum and majority requirements are met both at the level of (i) the shareholders of the Company and (ii) the shareholders of the relevant Class or Classes concerned.

19. Indemnification.

19.1 The Company shall, to the fullest extent permitted by applicable law, indemnify and hold harmless each Covered Person (as defined hereafter) (i) out of any Company distributions to which Shareholders are entitled, or (ii) by calling a Further Drawdown from the Shareholders, from and against any and all claims, demands, liabilities, costs, expenses, damages, losses, suits, proceedings and actions, whether judicial, administrative, investigative or otherwise, of whatever nature, liquidated or unliquidated ("Claims"), that may accrue to or be incurred by any Covered Person, or in which any Covered Person may become involved, as a party or otherwise, or with which any Covered Person may be threatened, relating to or arising out of the investment or other activities of the Company, activities undertaken in connection with the Company, or otherwise relating to or arising out of these Articles or the Issue Document, including amounts paid in satisfaction of judgements, in compromise or as fines or penalties, and counsel fees and expenses incurred in connection with the preparation for or defence or disposition of any investigation, action, suit, arbitration or other proceeding (a "Proceeding"), whether civil or criminal (all of such Claims, amounts and expenses referred to in this Article 19.1 are referred to collectively as "Damages"), except to the extent that it shall have been determined by a non-appealable final

decision of a court of competent Luxembourg jurisdiction that such Damages were directly caused by Disabling Conduct (as defined hereafter) of such Covered Person.

For purposes of this Article 19.1:

(i) "Covered Person" shall mean the General Partner, the Adviser, and each of their respective Affiliates; each of the current and former shareholders, officers, directors, employees, partners, members, managers, advisers, representatives and agents of any of the General Partner, the Adviser and each of their respective Affiliates; and any other person designated by the General Partner as a Covered Person who serves at the request of the General Partner on behalf of the Company as an officer, director, employee, partner, member, agent of any other person that is an Affiliate of the General Partner or the Company, including in particular any person nominated by the General Partner and/or the Company to be a director, an advisor or member of the supervisory board, member of the advisory committee or member of the investors committee (or any equivalent position) of a Portfolio Interest and any duly appointed member of the Advisory Committee.

(ii) "Disabling Conduct" shall mean an act or omission by such person constituting gross negligence ("faute lourde"), its wilful misconduct ("dol"), or a fraud ("fraude").

19.2 Reasonable expenses (including legal fees) incurred by a Covered Person in defence or settlement of any Claim that may be subject to a right of indemnification pursuant to this Article 19 may be advanced by the Company prior to the final disposition thereof upon receipt of an undertaking by or on behalf of such Covered Person to repay such amount if it shall be determined by a final non-appealable decision of a court of competent Luxembourg jurisdiction that the Covered Person was not entitled to be indemnified hereunder.

19.3 The provisions of this Article 19 shall continue to afford protection to each Covered Person regardless of whether such Covered Person remains in the position or capacity pursuant to which such Covered Person became entitled to indemnification under this Article 19 and regardless of any subsequent amendment to these Articles or the Issue Document, and no amendment to these Articles or the Issue Document shall reduce or restrict the extent to which these indemnification provisions apply to actions taken or omissions made prior to the date of such amendment.

19.4 The right of any Covered Person to the indemnification provided in this Article 19 shall be cumulative with, and in addition to, any and all rights to which such Covered Person may otherwise be entitled by contract or as a matter of law and shall extend to such Covered Person's successors, assigns, heirs and legal representatives.

20. Conflicts of interest. No contract or other transaction between the Company and any other entity shall be affected or invalidated by the fact that the General Partner or any other director or officer of the General Partner is interested in, or is a director, associate, officer, shareholder, partner, member or employee of, such other entity.

Any director or officer of the General Partner who serves as a director, associate, officer, shareholder, partner member or employee of any entity with which the Company shall contract or otherwise engages in business shall not, by reason of such affiliation with such other entity, be prevented from considering and voting or acting upon any matters with respect to such contract or other business.

By acquiring a Share in the Company, each Shareholder will be deemed to have acknowledged the existence of any actual and potential conflicts of interest referred to in this Article and the Issue Document, including in its section entitled "Investors Considerations and Risk Factors", and to have waived any claims with respect to the existence of any such conflicts of interest.

21. FATCA Provisions.

21.1 Each Shareholder agrees to provide the Company or any intermediary through which it directly or indirectly owns its interest with the Holder FATCA Information and to permit the Company and the General Partner (on behalf of the Company) to share such information with the applicable taxing authorities.

21.2 The Company is authorized, in accordance with Article 9, to compel a FATCA Recalcitrant Shareholder to sell its interest in its Shares, or may sell such FATCA Recalcitrant Shareholder's interest on behalf of such FATCA Recalcitrant Shareholder at a fixed price equal to the lower of the following two amounts: (i) the paid-up amount attributable to the Shares held by a FATCA Recalcitrant Shareholder, net of any distributions received by such FATCA Recalcitrant Shareholder with respect thereto and (ii) the latest available Net Asset Value of the relevant FATCA Recalcitrant Shareholder's Shares. In accordance with Article 9.3.4, the proceeds available to a FATCA Recalcitrant Shareholder will be subject to deductions for expenses, fees, damages, and taxes, also for any deduction for withholding taxes pursuant to FATCA as set forth in Article 21.3.

21.3 The Company is authorized to withhold 30 per cent. on all payments made to a FATCA Recalcitrant Shareholder pursuant to FATCA and no additional amounts will be paid in respect of any such amounts withheld.

21.4 The Company is authorized to enter into an agreement with the United States Internal Revenue Service described in Section 1471(b)(1) of the U.S. Code and to make any amendments to the Articles reasonably necessary to enable the Company to comply with FATCA and to cause its Shareholders to provide the Holder FATCA Information.

22. Depositary. The Company will enter into a custody agreement with a Luxembourg bank (the "Depositary") which meets the requirements of the Luxembourg laws and 2007 Law.

Custody of the assets of a specialized investment fund (fonds d'investissement spécialisé) governed by the 2007 Law must be conferred on a Depositary meeting the requirement of the 2007 Law.

In the performance of its duties, the Depositary must act independently and exclusively in the interest of the Shareholders.

If the Depositary desires to retire, the General Partner shall use its best endeavours to find a successor Depositary bank and will appoint it in replacement of the retiring Depositary. The General Partner may terminate the appointment of the Depositary but shall not remove the Depositary unless and until a successor Depositary bank shall have been appointed to act in the place thereof. The functions and responsibilities of the Depositary in accordance with the 2007 Law shall be transferred to the successor Depositary within three (3) months time, with the prior approval of the CSSF.

23. Advisory committee. An advisory committee may be implemented by the General Partner which sets its members and procedures under the conditions provided for in the Issue Document (the "Advisory Committee").

24. Independent auditor. The business of the Company and its financial situation, including more in particular its books and accounts, shall be reviewed by an independent auditor ("réviseur d'entreprise agréé").

The independent auditor will perform the verifications and audits provided for by law. It will, in particular, certify the accuracy and regularity of the accounts and any information of an accounting nature contained in the management reports, and inform the General Partner's shareholders and the CSSF of any irregularities or inaccuracies noted in the performance of its mission.

25. General meeting of shareholders. The general meeting of Shareholders represents all the Shareholders of the Company.

Unless otherwise provided for by law or herein, the resolutions of the general meeting of Shareholders must be approved by the General Partner and a majority of the votes cast during the meeting, for which no quorum shall be prescribed. The general meeting of Shareholders has the powers expressly reserved to it by law and these Articles.

The general meeting of Shareholders shall represent the entire body of Shareholders of the Company. Its resolutions shall be binding upon all the Shareholders of the Company.

All general meetings of Shareholders shall be chaired by the General Partner.

Any resolution of a general meeting of Shareholders convened for purposes of deciding upon a proposed amendment to these Articles must, unless otherwise provided for by law, be passed with the special quorum and requirements referred to in Article 29 below.

The general meeting of Shareholders of the Company shall meet when convened by the General Partner.

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

The annual general meeting of the Company shall be held in the City of Luxembourg, at the registered office of the Company or at such other place as may be specified in the convening notice sent by the General Partner, at 2pm on the second Friday of the month of April. If such day is not a Business Day, the meeting will be held on the following Business Day.

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

Each Share is entitled to one (1) vote in compliance with Luxembourg law and these Articles. Shareholders may act either in person or by giving a written proxy to another person who need not be a Shareholder of the Company.

Any Shareholder may participate in a general meeting of the Shareholders 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. Participation in a meeting by such means shall constitute presence of such person at such meeting.

The General Partner may determine all other conditions that must be fulfilled by the Shareholders for them to take part in any meeting of Shareholders.

26. Financial year. The Company's financial year starts on 1st January and ends on 31st December of each year.

The last fiscal year may exceptionally end on the final liquidation date of the Company.

27. Annual report. The Company shall prepare and publish an audited annual report within a period of six (6) months as of the end of each financial year as well as interim reports under the conditions set forth in the Issue Document.

28. Distributions. The right to distributions under any form (including any distribution of dividends, proceeds, reimbursement or redemption of Shares) is determined by the General Partner in accordance with the provisions of the Issue Document and within the limits of the law. No distribution of any proceeds can take place if, subsequent to such distribution, the share capital of the Company would fall below the minimum capital provided for by law.

The General Partner may decide to pay interim dividends in compliance with the conditions set forth in the 2007 Law and these Articles.

No distribution shall result in the issued capital of the Company falling below one million two hundred fifty thousand Euros (EUR 1,250,000).

29. Amendments to the articles of incorporation. The quorum for any general meeting of Shareholders convened for purposes of deciding upon a proposed amendment to these Articles is equal to 50 % of the capital of the Company. If the quorum is not met, a second meeting may be convened, which shall validly deliberate regardless of the proportion of the capital represented at the meeting. At both meetings, resolutions must be approved by the General Partner and a majority of at least two thirds (2/3rd) of the votes cast during the meeting. As an exception to the foregoing, the approval of the General Partner shall not be required for an amendment of these Articles pursuant to a Shareholder decision to transfer the management of the Company as a result of a "Key Person Event, a "Change of Control", a "Divorce for Cause" or a "No Fault Divorce" procedure (as the case may be) set forth in the Issue Document.

30. Dissolution of the company. The Company shall be dissolved at the expiration of the Term of the Company.

The General Partner may decide to dissolve the Company at any time with the prior consent of the Shareholders obtained pursuant to the quorum and majority conditions required for purposes of amending these Articles. The General Partner shall inform the Depositary of any such proposal prior to the meeting of the Shareholders.

In addition, the Company might be dissolved if the General Partner is dissolved or subject to insolvency or liquidation proceedings, or if the General Partner ceases to be in business for any reason. In such a situation, the Company will not be dissolved if the Shareholders decide to continue the Company and transfer its management to a New General Partner, pursuant to the provisions of Article 15. Any new general partner must adhere to the rules that have been accepted by the General Partner as well as the restrictions imposed on the New General Partner pursuant to the provisions of the Issue Document. The Depositary shall be kept informed and may decide to cease carrying out its duties as Depositary of the Company.

If the share capital of the Company, increased by any share premiums, falls below two thirds (2/3) of one million two hundred fifty thousand euro (EUR 1,250,000), the General Partner must submit the question of the dissolution of the Company to a general meeting of Shareholders for which no quorum shall be prescribed and which shall decide by a simple majority of the votes cast at the meeting.

If the share capital of the Company, increased by any share premiums, falls below a quarter (1/4) of one million two hundred fifty thousand euro (EUR 1,250,000), the General Partner must submit the question of the dissolution of the Company to a general meeting of Shareholders for which no quorum shall be prescribed and which shall be approved by Shareholders holding one fourth (1/4) of the Shares present or represented at the meeting.

The meeting must be convened so that it is held within a period of forty (40) days from the ascertainment that the capital has fallen below two thirds (2/3) or a quarter (1/4) of the minimum capital.

31. Liquidation. Upon the liquidation of the Company, the general meeting of Shareholders shall appoint one or more liquidators upon proposal by the General Partner, in charge of the liquidation procedure in accordance with the provisions of the 1915 Law and the 2007 Law. Such meeting shall determine its (their) powers and remuneration. The liquidator(s) must be approved by the CSSF. The General Partner may be appointed as liquidator.

The liquidator appointed in accordance with the preceding paragraph will be vested with the broadest powers to sell the Company's assets, pay any creditors and distribute the remaining balance amongst the Shareholders. The liquidation period will end once the Company has been able to sell or distribute all the Investments.

The Company may be liquidated upon the general meeting of Shareholders in accordance with the provisions of the 1915 Law and the 2007 Law. The General Partner shall cause the Company to pay all costs of liquidation and all the debts, obligations and liabilities of the Company, and shall make adequate provisions for any present or future or foreseeable obligations, in each case to the extent of the Company's assets. Any remaining proceeds and assets shall be distributed to the Shareholders and shall also be used to reimburse the paid-up capital to the holder of the Management Share(s).

The General Partner will verify, on the final liquidation date, that any and all amounts due to Shareholders in accordance with article 13.3 of the Issue Document have been paid. If not, the General Partner shall proceed as described in article 17.2 of the Issue Document.

The amounts unclaimed by the Shareholders upon expiry of the liquidation procedure will be deposited with the Caisse de Consignation of Luxembourg in favour of whom it may concern. If such amounts are not claimed before the time bar, they will be deemed lost.

32. Merger - Spin-off. Subject to the provisions of Article 291 (4) and (5) of the 1915 Law, the General Partner may either merge, in whole or in part, the Company with another fund that it manages, or split the Company into 2 (two) or more specialized investment funds (fonds d'investissement spécialisés) that it manages, in accordance with the provisions prescribed by applicable law and regulations. Such merger or spin off transactions may only be carried out with the prior approval of the CSSF.

33. Applicable law. All matters not governed by these Articles shall be determined in accordance with the 1915 Law, the 2007 Law and where applicable the 2013 Law, as such laws may be amended from time to time.

Transitory provisions

The first accounting year will begin on the date of incorporation of the Company and will end on 31 December 2014. The first annual general meeting of Shareholders shall be held on 10 April 2015.

Subscription and payment

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

Subscriber	Management Share	Class A Shares	Subscribed Capital (EUR)
Euro-PE Select Opportunities Partners S.à.r.l.	1	0	10.-
Caisse de prévoyance de l'Etat de Genève (CPEG)	0	30,000	300,000.-
Total	1	30,000	300,010.-

Proof of the payment in cash of the amount of three hundred thousand and ten euro 300'010.- EUR) has been given to the undersigned notary.

Expenses

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

Statements

The undersigned notary states that the conditions provided for in article 26 of the law of 10th August 1915 on commercial companies, as amended, have been observed.

General meeting of shareholders

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

Having first verified that it was regularly constituted, they have passed the following resolutions by unanimous vote.

First resolution

The following entity is elected auditor until the next annual general meeting of Shareholders is held:

Deloitte Audit, a société à responsabilité limitée incorporated under the laws of the Grand Duchy of Luxembourg, having its registered office at 560 rue de Neudorf, L-2220 Luxembourg.

Second resolution

The registered office of the Company is fixed at 5 Allée Scheffer, L-2520 Luxembourg.

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

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

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

Signé: S. BEN DECHICHE, J.J. WAGNER.

Enregistré à Esch-sur-Alzette A.C., le 14 juillet 2014. Relation: EAC/2014/9700. Reçu soixante-quinze Euros (75.- EUR).

Le Receveur ff. (signé): Monique HALSDORF.

Référence de publication: 2014107506/895.

(140128943) Déposé au registre de commerce et des sociétés de Luxembourg, le 23 juillet 2014.

Lombard Odier Investment Managers Private Equity Investments, Société en Commandite par Actions sous la forme d'une SICAV - Fonds d'Investissement Spécialisé.

Siège social: L-2520 Luxembourg, 5, allée Scheffer.

R.C.S. Luxembourg B 155.458.

In the year two thousand and fourteen, on the fifteenth day of the month of July.

Before us, Maître Henri Hellinckx, notary residing in Luxembourg.

Was held

an extraordinary general meeting of shareholders (the "Meeting") of "LOMBARD ODIER INVESTMENT MANAGERS PRIVATE EQUITY INVESTMENTS" (hereafter referred to as the "Company"), a société en commandite par actions qualifiée de société d'investissement à capital variable - fonds d'investissement spécialisé having its registered office at 5,

allée Scheffer, L-2520 Luxembourg, incorporated on 15th September 2010 by deed of notary passed before Maître Blanche Mourrier, notary residing in Esch-sur-Alzette. The articles of incorporation of the Company (the "Articles") were published in the Mémorial C, Recueil des Sociétés et Associations (the "Mémorial"), No 2114, on 8th October 2010 and were last amended on 11th November 2010 pursuant to a deed of the undersigned notary, published in the Mémorial No 573, on 28th March 2011.

The Meeting was presided by Olivia TOURNIER, professionally residing in Luxembourg.

The chairman appointed as secretary Sandrine KITZINGER, professionally residing in Luxembourg.

The Meeting elected as scrutineer Gaëlle CHERY, professionally residing in Luxembourg.

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

I. That the agenda of the Meeting is the following:

Sole resolution

Restatement of the Articles in order to, inter alia:

- (i) reflect the relevant provisions of the law of 12 July 2013 on alternative investment fund managers;
- (ii) change the date of the annual general meeting of shareholders; and
- (iii) insert a new article 28 governing the liquidation of classes of the Company.

II. That the shareholders present or represented and the number of their shares are shown on an attendance list; this attendance list, signed by the chairman, the secretary, the scrutineer and the undersigned notary as well as the proxies will remain annexed to the present deed to be filed at the same time with the registration authorities.

III. All the shares being registered shares, the convening notice has been sent by registered mail on 2 July 2014 to all registered shareholders to their address indicated in the register of shareholders of the Company.

IV. That resolutions of the agenda require a quorum of fifty per cent of the shares in issue of the Company and may only be validly taken if approved by at least a majority of two thirds of the votes cast at the Meeting provided that no resolution shall be passed unless approved by the general partner of the Company.

V. That it appears from the attendance list that out of the 2,622,091.707 shares in issue, 2,482,618 shares are present or represented at the present meeting.

The present Meeting is therefore regularly constituted and may validly deliberate on the agenda.

After deliberation, the Meeting, by 2,482,618 votes for, 0 votes against and 0 abstentions, takes the following resolution:

Sole resolution

The Meeting resolved to restate the Articles so as to henceforth read as follows:

Art. 1. There exists among the subscribers and all those who may become holders of shares, a company in the form of a "société en commandite par actions" qualifying as a "société d'investissement à capital variable - fonds d'investissement spécialisé" under the name of "Lombard Odier Investment Managers Private Equity Investments", in short "LOIM PE Investments" (the "Company"). Lombard Odier Investment Managers Private Equity Investments and LOIM PE Investments may be used independently from each other.

Art. 2. The Company is established for an unlimited duration. The Company may be dissolved at any time by a resolution of the shareholders adopted in the manner required for amendment of these articles of incorporation of the Company (the "Articles"), but only with the consent of the General Partner.

The Company shall not be dissolved in case the General Partner resigns, is liquidated, is declared bankrupt or is unable to continue its business. In such circumstances Article 19 hereof shall apply.

Art. 3. The exclusive object of the Company is to place the funds available to it in any kind of permitted assets, with the purpose of spreading investment risks and affording its shareholders the results of the management of its portfolio.

The Company is subject to the provisions of the law of 13 February 2007 relating to specialised investment funds, as such law may be amended from time to time (the "Law"). The Company may take any measures and carry out any operations which it may deem useful in the accomplishment and development of its purpose to the full extent permitted by the Law.

Art. 4. The registered office of the Company is established in Luxembourg City, in the Grand Duchy of Luxembourg. If and to extent permitted by law, the General Partner of the Company (as defined in Article 16 hereof) may decide to transfer the registered office of the Company to any other place in the Grand Duchy of Luxembourg. Wholly owned subsidiaries, branches or other offices may be established either in Luxembourg or abroad by a decision of the General Partner.

In the event that the General Partner determines that events of force majeure have occurred or are imminent that would interfere with the normal activities of the Company at its registered office, or with the ease of communication between such office and persons abroad, the registered office may be temporarily transferred abroad until the complete

cessation of these abnormal circumstances; such temporary measures shall have no effect on the nationality of the Company which, notwithstanding the temporary transfer of its registered office, will remain a Luxembourg company.

Art. 5. The capital of the Company shall be represented by shares of no par value and shall at any time be equal to the total net assets of the Company as defined in Article 23 hereof.

The capital of the Company shall be represented by two categories of shares, namely management shares held by the General Partner as unlimited shareholder (actionnaire commandité) ("Management Shares") and ordinary shares held by the limited shareholders (actionnaires commanditaires) ("Ordinary Shares") of the Company.

Each Ordinary Share and Management Share shall be referred to as a "share" and collectively as the "shares", whenever the reference to a specific category of shares is not justified.

The holding of Ordinary Shares of the Company is restricted to "Well-Informed Investors" as defined by the Law.

The General Partner is authorised without limitation to issue partly or fully paid shares, as the case may be in fractions, up to 4 decimals, at any time in accordance with the procedures and subject to the terms and conditions, including the issue price, determined by the General Partner and disclosed in the Offering Document (as defined in Article 30 hereof), without reserving to the existing shareholders any preferential right to subscription of the shares to be issued. Investors shall have either to commit to subscribe to shares or may directly subscribe to shares, as determined by the General Partner and disclosed in the Offering Document. In case the General Partner decides that investors have to commit to subscribe shares, investors will be required to execute a subscription agreement and indicate therein their total committed capital (the "Commitment" or "Commitments"), subject to any minimum Commitment as may be decided by the General Partner. The procedures relating to subscription Commitments and drawdown of the Commitments will be disclosed in the Offering Document.

If at any time an investor or shareholder fails to honour its Commitment through the full payment of the subscription price within the timeframe decided by the General Partner (a "Defaulting Investor" and/or (as the case may be), "Defaulting Shareholder") and referred to in the Offering Document, the General Partner has the right, at its discretion, to apply default provisions to such Defaulting Investor/Shareholder, as the General Partner shall determine in its reasonable discretion and in accordance with Luxembourg law and as detailed in the Offering Document.

The General Partner may delegate to any of its managers or to any duly authorised person, the duty and power to accept subscriptions and receive payment for such new shares and to deliver such shares.

The General Partner is further authorised and instructed to determine the conditions of any such issue and to make any such issue subject to payment at the time of issue of the shares.

The issue of shares shall be suspended if the calculation of the Net Asset Value is suspended pursuant to Article 22 hereof.

The General Partner may decide to issue Ordinary Shares against contribution in kind in accordance with Luxembourg law. Any costs incurred in connection with a contribution in kind shall be paid in accordance with the provisions set forth in the offering document of the Company.

The Company is constituted with multiple compartments in accordance with article 71 of the Law and on that basis a separate class of shares shall be created in respect of each compartment and the proceeds of the issue of each class of shares shall be invested pursuant to Article 3 hereof in accordance with an investment policy as the General Partner shall from time to time determine in respect of each class. Within each such class of shares, further sub-classes may be created, each distinguished by such specific features (such as, but not limited to, a specific charging structure, distribution policy or hedging policy), as the General Partner shall from time to time determine in respect of each sub-class of shares.

Where applicable, reference to a class of shares in these Articles shall be construed as meaning any sub-class of the relevant class.

A share premium account shall be created in respect of each class of shares and as the case may be of each sub-class of share, which terms and conditions shall be determined by the General Partner. The General Partner may therefore decide to issue shares with a subscription premium. These subscription premiums (if any) will be freely distributable at the discretion of the General Partner, subject each time to the fair treatment of shareholders.

For the purpose of determining the capital of the Company, the net assets attributable to each class shall, if not denominated in US Dollars, be converted into US Dollars and the capital shall be the aggregate of the net assets of all the classes. The Company shall prepare consolidated accounts in US Dollars.

The General Partner may decide to split the shares of a class into two or more classes or to consolidate ("reverse split") the shares of two or more classes into one class. A split or reverse split decision may also be taken by the general meeting of shareholders of the concerned class(es) deciding by simple majority.

Art. 6. The General Partner will issue shares in registered form only. Shareholders will receive a confirmation of their shareholding.

Shares shall be issued only upon acceptance of the subscription and subject to payment of the issue price, as set forth in the Offering Document. The subscriber will, upon acceptance of the subscription and receipt of the purchase price, receive title to the shares purchased by him and, upon application, without undue delay, obtain delivery of definitive confirmation of his shareholding.

Payments of dividends will be made to shareholders by bank transfer.

All issued shares of the Company shall be registered in the register of shareholders, which shall be kept by the Company or by one or more persons designated therefore by the Company and such register shall contain the name of each holder of registered shares, his residence or elected domicile so far as notified to the Company and the number and class of shares held by him. Every transfer of a share shall be entered in the register of shareholders without payment of any fee and no fee shall be charged by the Company for registering any other document relating to or affecting the title to any share.

Every registered shareholder must provide the Company with an address to which all notices and announcements from the Company may be sent. Such address will be entered in the register of shareholders free of charge. In the event of joint holders of shares, only one address will be inserted and any notices will be sent to that address only.

In the event that such shareholder does not provide such address or notices and announcements are returned as undeliverable to such address, the Company may permit a notice to this effect to be entered in 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 by the Company from time to time, until another address shall be provided to the Company by such shareholder. The shareholder may, at any time, change his address as entered in 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.

Fractions of shares shall be entered into the register of shareholders unless the shares are held through a clearing system allowing only entire shares to be handled.

Fractions of shares shall not be entitled to vote but shall, to the extent the Company shall determine, be entitled to a corresponding fraction of the dividend.

The Company will recognise only one holder in respect of a share in the Company. In the event of joint ownership, the Company may suspend the exercise of any right deriving from the relevant share or shares until one person shall have been designated to represent the joint owners vis-à-vis the Company.

In the case of joint shareholders, the Company reserves the right to pay any redemption proceeds, distributions or other payments to the first registered holder only, whom the Company may consider to be the representative of all joint holders, or to all joint shareholders together, at its absolute discretion.

Art. 7. If any shareholder can prove to the satisfaction of the Company that his confirmation of shareholding has been mislaid, mutilated or destroyed, then, at his request, a duplicate confirmation of shareholding may be issued under such conditions, as the Company may determine. At the issuance of the new confirmation of shareholding, on which it shall be recorded that it is a duplicate, the original confirmation of shareholding in place of which the new one has been issued shall become void.

The Company may, at its election, charge the shareholder any exceptional out of pocket expenses incurred in issuing a duplicate or a new confirmation of shareholding in substitution for one mislaid, mutilated or destroyed.

Art. 8. The General Partner shall have power to impose or relax such restrictions on any shares as it may think necessary for the purpose of ensuring that no shares in the Company or no shares of any class in the Company are acquired or held by or on behalf of (a) any person in breach of the law or requirements of any country or governmental or regulatory authority or (b) any person in circumstances which in the opinion of the General Partner might result in the Company, the General Partner or any agent of the Company incurring any liability to taxation or suffering any other adverse disadvantage which they might not otherwise have incurred or suffered, including a requirement to register under any securities or investment or similar laws or requirements of any country or authority.

More specifically, the Company may restrict or prevent the ownership of shares in the Company by any person, firm or corporate body (including but not limited to any "U.S. person" as may be defined in the Offering Document), without limitation. For such purpose, the Company may:

(a) decline to issue any share where it appears to it that such registration would or might result in such share being directly or beneficially owned by a person, who is precluded from holding shares in the Company;

(b) at any time require any person whose name is entered in the register of shareholders to furnish it with 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 in a person who is precluded from holding shares in the Company; and

(c) where it appears to the Company that any person, who is precluded pursuant to this Article from holding shares in the Company, either alone or in conjunction with any other person is a beneficial or registered owner of shares, compulsorily redeem from any such shareholder all shares held by such shareholder in the following manner:

(1) the Company shall serve a notice (hereinafter called the "redemption notice") upon the shareholder bearing such shares or appearing in the register of shareholders as the owner of the shares to be redeemed, specifying the shares to be redeemed as aforesaid, the price to be paid for such shares and the place at which the redemption price in respect of such shares is payable. Any such notice may be served upon such shareholder by posting the same in a prepaid registered envelope addressed to such shareholder at his last address known to or appearing in the books of the Company. The said shareholder shall thereupon forthwith be obliged to deliver to the Company the confirmation of shareholding re-

presenting the shares specified in the redemption notice. Immediately after the close of business on the date specified in the redemption notice, such shareholder shall cease to be a shareholder and the shares previously held by him shall be cancelled;

(2) the price at which the shares specified in any redemption notice shall be redeemed (the "redemption price") shall be an amount equal to the issue price of shares of the relevant class, determined in accordance with the Offering Document, less any redemption or other charge payable in respect thereof;

(3) payment of the redemption price will be made to the shareholder appearing as the owner thereof and will be deposited by the Company in Luxembourg or elsewhere (as specified in the redemption notice) for payment to, such person but only, if a share certificate shall have been issued, upon surrender of the confirmation of shareholding representing the shares specified in such notice. Upon deposit of such price as aforesaid no person interested in the shares specified in such redemption notice shall have any further interest in such shares or any of them, or any claim against the Company or its assets in respect thereof, except the right of the shareholder appearing as the owner thereof to receive the price so deposited (without interest);

(4) the exercise by the Company of the powers conferred by this Article shall not be questioned or invalidated in any case, on the ground that there was insufficient evidence of ownership of shares by any person or that the true ownership of any shares was otherwise than appeared to the Company at the date of any redemption notice, provided that in such case the said powers were exercised by the Company in good faith; and

(d) decline to accept the vote of any person who is precluded from holding shares in the Company at any meeting of shareholders of the Company.

In addition to the foregoing, the General Partner may, at its discretion, cause shares to be redeemed if such shares are held by or for the account and/or on behalf of a person that does not provide the necessary information requested by the General Partner in order to comply with any tax accounting, withholding and reporting obligations as well as with legal and regulatory rules such as, but not limited to FATCA (as defined in the Offering Document).

In addition to the foregoing, the General Partner may, at its discretion, delay the acceptance of any subscription application for shares until such time as the Company has received sufficient evidence that the applicant qualifies as a Well-Informed Investor. If it appears at any time that a holder of shares is not a Well-Informed Investor, the General Partner will (i) direct such shareholder to (a) transfer his shares to a person qualified to own such shares, or (b) request the Company to redeem his shares, or (ii) compulsorily redeem the relevant shares in accordance with the provisions set forth above in this Article. The General Partner will refuse to give effect to any transfer of shares and consequently refuse for any transfer of shares to be entered into the register of shareholders in circumstances where such transfer would result in a situation where shares would, upon such transfer, be held by a person not qualifying as a Well-Informed Investor.

In addition to any liability under applicable law, each shareholder who does not qualify as a Well-Informed Investor, and who holds shares in the Company, shall hold harmless and indemnify the Company, the General Partner, the other shareholders and the Company's agents for any damages, losses and expenses resulting from or connected to such holding circumstances where the relevant shareholder had furnished misleading or untrue documentation or had made misleading or untrue representations to wrongfully establish his status as a Well-Informed Investor or has failed to notify the Company of his loss of such status.

Art. 9. The General Partner as the unlimited shareholder holding the Management Shares is indefinitely liable for all liabilities of the Company which cannot be met out of the assets of the Company.

The limited shareholders holding Ordinary Shares shall refrain from acting on behalf of the Company in any manner or capacity other than by exercising their rights as shareholders in general meetings and shall only be liable for payment to the Company of the full subscription price of each Ordinary Share for which they subscribed and have been issued and outstanding commitments and other liabilities towards the Company. In particular the owners of Ordinary Shares shall not be liable for the debt, liabilities and obligations of the Company beyond the amounts of such payments.

Art. 10. The Management Shares held by the General Partner are exclusively transferable to a successor or additional general partner with joint, indefinite and several liability.

Art. 11. Any regularly constituted meeting of the shareholders of the Company shall represent the entire body of shareholders of the Company. Its resolutions shall be binding upon all shareholders of the Company regardless of the class of shares held by them. Without prejudice of the provisions of Article 17 hereof and to any other powers reserved to the General Partner by these Articles, it shall have the broadest powers to order, carry out or ratify acts relating to the operations of the Company provided that, unless otherwise provided herein, no resolution affecting the interest of the Company vis-à-vis third parties or amending these Articles shall be validly passed unless approved by the General Partner.

If permitted by and at the conditions set forth in Luxembourg laws and regulations, the notice of any general meeting of shareholders may specify that the quorum and the majority applicable for this general meeting will be determined by reference to the shares issued and in circulation at a certain date and time preceding the general meeting (the "Record Date"), whereas the right of a shareholder to participate at a general meeting of shareholders and to exercise the voting

right attached to his/its/her shares will be determined by reference to the shares held by this shareholder as at the Record Date.

Art. 12. The annual general meeting of shareholders shall be held, in accordance with Luxembourg law, in Luxembourg at the registered office of the Company, or at such other place in Luxembourg as may be specified in the notice of meeting, on the third Friday in June at 14.30 CET in each year. If such day is not a business day in Luxembourg, the meeting shall be held on the next following business day in Luxembourg. The annual general meeting may be held abroad if, in the absolute and final judgment of the General Partner, exceptional circumstances so require.

If permitted by and on the conditions set forth in Luxembourg laws and regulations, the annual general meeting of shareholders may be held at a date, time or place other than those set forth in the preceding paragraph, that date, time or place to be decided by the General Partner.

Other general meetings of shareholders or class meetings may be held at such place and time as may be specified in the respective notices of meeting. Class meetings may be held to decide on any matters which relate exclusively to such class. Two or several classes may be treated as one single class if such classes are affected in the same way by the proposals requiring the approval of shareholders of the relevant classes.

Art. 13. The quorum and time limit required by law shall govern the notice for and conduct of the meetings of shareholders of the Company, unless otherwise provided herein.

Each entire share of whatever class and regardless of the Net Asset Value per share within the class, is entitled to one vote, subject to the limitations imposed by these Articles. A shareholder may act at any meeting of shareholders by appointing another person as his proxy in writing, by cable, telegram, telex or telefax message. Such proxy shall be deemed valid for any reconvened meeting, provided that it is not revoked.

Except as otherwise required by law or by Article 29 hereof, resolutions at a general meeting of shareholders or at a class meeting duly convened will be passed by a simple majority of the votes cast provided that no resolution shall be validly passed unless approved by the General Partner. Votes cast shall not include votes in relation to shares represented at the meeting but in respect of which the shareholders have not taken part in the vote, have abstained or have returned a blank or invalid vote. A corporation may execute a proxy under the hand of a duly authorised officer.

The General Partner may determine all other conditions that must be fulfilled by shareholders for them to take part in any meeting of shareholders.

At any general meeting of shareholders convened in order to amend these Articles, including its corporate object or to resolve on issues for which the law refers to the conditions required for the amendment of these Articles, the quorum shall be at least one half of the capital of the Company. If the quorum requirement is not fulfilled at the first meeting a second meeting may be convened in accordance with the law. Any notice shall reproduce the agenda and indicate the date and the result of the preceding meeting. The second meeting may validly deliberate irrespective of the portion of the shares represented.

Without prejudice to any requirements imposed by Luxembourg law, in both meetings resolutions must be passed by at least two thirds of the votes cast provided that no resolution shall be validly passed unless approved by the General Partner.

Art. 14. Shareholders will meet upon call by the General Partner, pursuant to notice setting forth the agenda, sent in accordance with Luxembourg law.

If all shareholders, duly informed of the agenda, are present or duly represented at a general meeting, a general meeting may be held without prior notice.

Art. 15. The minutes of the general meetings of shareholders shall be signed by the Chairman of the meeting. Copies or extracts of these minutes to be produced in judicial proceedings or otherwise shall be signed by the General Partner.

Art. 16. The Company shall be managed by Lombard Odier Investment Managers Private Equity, in its capacity as General Partner and unlimited shareholder of the Company.

Art. 17. The General Partner is vested with the broadest power to perform all acts of administration and disposition in compliance with the Company's corporate object. All powers not expressly reserved by law or these Articles to the general meeting of shareholders fall within the competence of the General Partner.

The General Partner shall, based upon the principle of spreading of risks, determine the corporate and investment policies for the investments of each class, the currency denomination of each class and the course of conduct of the management and business affairs of the Company.

In order to reduce operational and administrative charges while allowing a wider diversification of the investments, the General Partner may decide that part or all of the assets of the Company will be co-managed with assets belonging to other collective investment schemes or that part or all of the assets of any class of shares will be co-managed among themselves.

The General Partner shall also determine any investment guidelines which shall from time to time be applicable to the investments of the Company.

It shall have the power on behalf and in the name of the Company to carry out any and all of the purposes of the Company and to perform all acts and enter into and perform all contracts and other undertakings that it may deem necessary, advisable or useful or incidental thereto. Except as otherwise expressly provided, the General Partner has, and shall have, full authority in its discretion to exercise, on behalf of and in the name of the Company, all rights and powers necessary or convenient to carry out the purposes of the Company.

The General Partner may, from time to time, appoint officers or agents of the Company considered necessary for the operation and management of the Company, provided however that the holders of Ordinary Shares may not act on behalf of the Company without jeopardising their limited liability.

The General Partner may also appoint an alternative investment fund manager ("AIFM") within the meaning of the Law of 12 July 2013 on alternative investment fund managers, as such law may be amended from time to time (the "AIFM Law"). In this case, the appointed AIFM will have the powers and authorisations prescribed by the AIFM Law and the agreement entered into between the AIFM and the General Partner.

The officers and/or agents appointed, unless otherwise stipulated in these Articles, shall have the powers and duties given to them by the General Partner.

The General Partner may appoint special committees, such as an investment committee and an advisory committee, as may be described more fully in the Offering Document, in order to conclude certain tasks and functions expressly delegated to such committee(s).

Art. 18. No contract or other transaction between the Company and any other company or firm shall be affected or invalidated by the fact that the General Partner or any one or more of the shareholders, managers, or officers of the General Partner is/are interested in, or is a director, shareholder, officer or employee of such other company or firm with which the Company shall contract or otherwise engage in business. The General Partner or such officers shall not, by reason of such affiliation with such other company or firm, be prevented from considering and voting or acting upon any matters with respect to such contract or other business.

Art. 19. The Company will be bound towards third parties by the General Partner in accordance with the representation powers as set forth in the articles of association of the General Partner, or such person(s) to which such power has been delegated.

Any litigation involving the Company either as plaintiff or as defendant will be handled in the name of the Company by the above mentioned General Partner.

In the event of legal incapacity, liquidation or other permanent situation preventing the General Partner from acting as manager of the Company, the Company shall not be dissolved and liquidated, provided the person(s) that was/were the manager(s) of General Partner at the time of such event appoint(s), deciding by simple majority, an administrator, who need not to be a shareholder, to effect urgent or mere administrative acts, until a general meeting of shareholders is held, which such administrator shall convene within fifteen days of his appointment. At such general meeting, the shareholders may appoint, in accordance with the quorum and majority requirements for amendment of these Articles, a successor General Partner. Failing such appointment, the Company shall be dissolved and liquidated.

Art. 20. The general meeting of shareholders shall appoint a "réviseur d'entreprises agréé" who shall carry out the duties prescribed by the Law and serve until its successor is elected.

Art. 21. As is more especially prescribed herein below the Company has the power to redeem its own shares at any time within the sole limitations set forth by the Law.

Unless otherwise determined by the General Partner and disclosed in the Offering Document, the holders of Ordinary Shares may not request the redemption of their shares. The Company may at the entire discretion of the General Partner impose the redemption of Ordinary Shares up to the amount and under the conditions as indicated by the General Partner in a notice served to shareholders. Redemptions of shares shall be effected pro rata to the respective number of shares held by each shareholder.

The redemption notice will be sent to the person(s) appearing in the Register, specifying the number of shares to be redeemed and the date on which such redemption will be effective (the "Redemption Date").

Immediately after the close of business on the Redemption Date specified in the redemption notice (and whether or not such holder(s) of shares shall have provided the bank account information required below) such holder(s) of shares shall cease to be the owner(s) of the shares referred to in the redemption notice and his (their) name shall be removed as the holder(s) of such shares from the register of shareholders. Any such person will cease to have any rights as a shareholder in the Company with respect to the shares so redeemed as from the close of business of the Redemption Date specified in the redemption notice referred to above.

In any case, the redemption notice shall be served upon holder(s) of shares by sending the same by mail addressed to such holder(s) of shares at his (their) last address appearing in the register of shareholders or known to the Company. The holder(s) of shares concerned shall thereupon forthwith be obliged to indicate a bank account to which the redemption price for his (their) redeemed shares to be transferred to.

Shares shall be redeemed on the basis of their net asset value as determined pursuant to Article 23 hereof.

Payment of the redemption price shall be made by the Company to the bank account indicated by the holder(s) of shares concerned or as may be agreed between the parties. In the event that the holder(s) of shares concerned does not indicate a bank account to which the redemption price shall be transferred, the Company may either deposit such amount on an account opened for such purpose or send a cheque for such amount to the last address of such holder(s) of shares appearing in the Register or known to the Company, each time at the sole risk and cost of the holder(s) of shares concerned. Upon transfer or deposit of the redemption price or the posting of a cheque as aforesaid, no person interested in the relevant shares redeemed pursuant to the redemption notice shall have any further interest in the shares or any of them, or any claim against the Company or its assets in respect thereof or of the redemption price.

The Company reserves the right, in its absolute discretion, subject always to applicable Luxembourg laws and regulations, to make redemptions in kind to shareholders, including in respect of securities that are not freely tradable.

Furthermore, the Company reserves the right to recall any distribution under the circumstances disclosed in the Offering Document.

Shares of the capital of the Company redeemed by the Company shall be cancelled.

Conversion of shares of a class into shares of another class may be authorised by the General Partner within the terms and conditions set forth in the Offering Document of the Company.

Art. 22. The net asset value (the "Net Asset Value") of shares shall be determined by the Company from time to time, as the General Partner by regulation may direct (every such day or time of determination thereof being referred to herein as a "Valuation Date"), at least once a year at such date to be determined by the General Partner and disclosed on the Offering Document. Unless otherwise provided for in the Offering Document, information regarding the valuations and calculations will be available at the registered office of the Company or its AIFM.

The Company may suspend the determination of the Net Asset Value of shares of any particular class and the issue, conversion and redemption of the shares in such class from its shareholders:

(a) during any period when any one of the stock exchanges or other principal markets on which a substantial portion of the assets of the Company attributable to such Class(es), from time to time, is quoted or dealt in is closed (otherwise than for ordinary holidays) or during which dealings therein are restricted or suspended provided that such restriction or suspension affects the valuation of the investments of the Company attributable to such Class(es) quoted thereon; or

(b) during any period when, as a result of political, economic, military or monetary events or any circumstances outside the control, responsibility and power of the General Partner, or the existence of any state of affairs which constitutes an emergency in the opinion of the General Partner, disposal or valuation of the assets held by the Company attributable to such Class is not reasonably practicable without this being seriously detrimental to the interests of shareholders, or if in the opinion of the General Partner the issue and, if applicable, redemption prices cannot fairly be calculated; or

(c) during any breakdown in the means of communication or computation normally employed in determining the price or value of any of the investments of the Company attributable to such Class(es) or the current prices or values on any stock exchanges or other markets in respect of the assets attributable to such Class(es); or

(d) during any period when the Company is unable to repatriate funds for the purpose of making payments on the redemption of shares of such Class(es) or during which any transfer of funds involved in the realisation or acquisition of investments or payments due on redemption of shares of the Company cannot, in the opinion of the General Partner, be effected at normal rates of exchange;

(e) from the date on which the General Partner has decided to publish a notice convening an extraordinary general meeting of shareholders for the purpose of winding up the Company or any Class(es), or merging the Company or any Class(es), or from the date of the decision of the General Partner to terminate or merge any Class(es);

(f) during any period when the value of the shares or interest of other investment vehicles in which a class invests can not be determined by or are not made available to the Company; or

(g) when for any other reason, the prices of any investments owned by the Company attributable to such Class cannot be promptly or accurately ascertained.

No issue or redemption of Shares will take place during any period when the calculation of the Net Asset Value is suspended. Notice of any suspension will be given to shareholders, if, according to the General Partner, the suspension will exceed eight (8) days.

Art. 23. The Net Asset Value of shares of each class of shares in the Company shall be expressed in US Dollars or in the relevant currency of the class concerned as per share figure and shall be determined in respect of any Valuation Date by dividing the net assets of the Company corresponding to each class of shares, being the value of the assets of the Company corresponding to such class less its liabilities attributable to such class, by the number of shares of the relevant class outstanding.

The valuation of the Net Asset Value of the different classes of shares shall be made in the following manner:

A. The assets of the Company shall be deemed to include:

(a) all cash in hand or receivable or on deposit, including accrued interest;

(b) all bills and demand notes and accounts due (including the price of securities sold but not collected);

(c) all securities, shares, bonds, units/shares in undertakings for collective investment ("UCI"), debentures, options or subscription rights and any other investments and securities belonging to the Company;

(d) all dividends and distributions due to the Company in cash or in kind receivable by the Company provided that the General Partner may make adjustments with regards to fluctuations in the market value of securities due to trading practices such a trading ex-dividend or ex-rights;

(e) all accrued interest on securities held by the Company except to the extent such interest is comprised in the principal thereof;

(f) the preliminary expenses of the Company insofar as the same have not been written off, provided that such preliminary expenses may be written off directly from the capital of the Company;

(g) all other permitted assets of every kind and nature, including prepaid expenses.

The value of such assets shall be determined as follows:

(a) The value of any cash on hand or on deposit, bills and demand notes and accounts receivable (including any rebates on fees and expenses payable by any investment fund), prepaid expenses, cash dividends declared and interest accrued, and not yet received shall be deemed to be the full amount thereof, unless, however, the same is unlikely to be paid or received in full, in which case the value thereof shall be determined after making such discount as the General Partner may consider appropriate to reflect the true value thereof.

(b) The value of securities (including shares or units of closed-ended investment funds) which are quoted, traded or dealt in on any stock exchange shall be based on the latest available price or, if appropriate, on the average price on the stock exchange which is normally the principal market of such securities, and each security traded on any other regulated market shall be valued in a manner as similar as possible to that provided for quoted securities.

(c) For non-quoted securities or securities not traded or dealt in on any stock exchange or other regulated market (including shares or units of closed-ended investment funds) as well as quoted or non-quoted securities on such other market for which no valuation price is available, or securities for which the quoted prices are, in the opinion of the General Partner, not representative of the fair market value, the value thereof shall be determined prudently and in good faith by the General Partner on the basis of foreseeable sale prices.

(d) Liquid assets and money market instruments may be valued at nominal value plus any accrued interest or on an amortised cost basis.

(e) All other securities and assets will be valued at fair market value as determined in good faith pursuant to procedures established by the General Partner, it being understood that investments in closed-ended investment funds which are not quoted, traded or dealt in on any stock exchange, but which are subject to a regular valuation will be taken at their latest available such valuation.

(f) Futures and options are valued by reference to the previous day's closing price on the relevant market; the market prices used are the futures exchanges settlement prices.

(g) Swaps are valued at fair value based on the last available closing price of the underlying security.

(h) Investments in investment funds will be taken at their latest official net asset values or at their latest unofficial net asset values (i.e. which are not generally used for the purposes of subscription and redemption of shares of the underlying investment funds) as provided by the relevant administrators or investment managers if more recent than their official net asset values and for which the General Partner has sufficient assurance that the valuation method used by the relevant administrator for said unofficial net asset values is coherent as compared to the official one.

If events have occurred which may have resulted in a material change of the net asset value of such shares or units in other investment funds since the day on which the latest official net asset value was calculated, the value of such shares or units may be adjusted in order to reflect, in the reasonable opinion of the General Partner, such change of value.

For the purpose of determining the value of the Company's assets, the General Partner, the AIFM or any of their agents may rely upon such automatic pricing services as it shall determine or, if so instructed by the General Partner and its AIFM, it may use information received from various professional pricing sources (including fund administrators and brokers). In such circumstances, the administrative agent shall not, in the absence of manifest error, be responsible for any loss suffered by the Company or any shareholder by reason of any error in the calculation of the Net Asset Value of the Company or any Class and the Net Asset Value per Share resulting from any inaccuracy in the information provided by such professional pricing sources.

Furthermore, in calculating the Net Asset Value of the Company or any Class and the Net Asset Value per Share, the agent in charge of the Company's accounting shall use reasonable endeavours to verify pricing information supplied by the General Partner, but investors should note that in certain circumstances it may not be possible or practicable for the administrative agent to verify such information. In such circumstances, the administrative agent shall not be liable for any loss suffered by the Company or any shareholder by reason of any error in the calculation of the Net Asset Value of the Company or of any Class and the Net Asset Value per Share resulting from any inaccuracy in the information provided by the General Partner.

In circumstances where one or more pricing sources fails to provide valuations for an important part of the assets to the administrative agent preventing the latter to determine the subscription and redemption prices, the administrative agent shall inform the General Partner who may decide to suspend the Net Asset Value calculation.

The General Partner may, at its discretion, permit some other method of valuation to be used if it considers that such method of valuation better reflects the fair value and is in accordance with good accounting practice.

The value of assets denominated in a currency other than the reference currency of a Class shall be determined by taking into account the rate of exchange prevailing at the time of determination of the Net Asset Value.

The administrative agent shall determine the Net Asset Value and the Net Asset Value per Share under the supervision and responsibility of the General Partner.

The assets and liabilities of the Company shall be allocated in such manner as to ensure that the proceeds received upon the issue of Shares of a specific Class shall be attributed to that Class as further described under section B hereof.

B. The liabilities of the Company shall be deemed to include:

(a) all loans, bills and accounts payable;

(b) all accrued or payable administrative expenses (including management fee, custodian fee and corporate agents' insurance premiums fee and any other fees payable to representatives and agents of the Company, as well as the costs of incorporation and registration, legal publications and Offering Document printing, financial reports and other documents made available to shareholders, marketing and advertisement costs as well as costs incurred in relation to structures which may be required by law or regulations in the jurisdictions in which the shares are marketed);

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

(d) an appropriate provision for future taxes based on capital and income as at the date of the valuation and any other reserves, authorised and approved by the General Partner; and

(e) all other liabilities of the Company of whatsoever kind and nature except liabilities related to shares in the relevant class toward third parties. In determining the amount of such liabilities the Company may take into account all administrative and other expenses of a regular or periodical nature on an estimated figure for yearly or other periods in advance, and may accrue the same in equal proportions over any such period.

C. The General Partner shall establish a portfolio of assets for each class of shares in the following manner:

(a) the proceeds from the allotment and issue of each class of shares shall be applied in the books of the Company to the portfolio of assets established for that class of shares, and the assets, liabilities, income and expenditure attributable thereto shall be applied to such portfolio subject to the provisions of this Article;

(b) where any asset is derived from another asset, such derivative asset shall be applied in the books of the Company to the same portfolio as the assets from which it was derived and on each re-evaluation of an asset, the increase or diminution in value shall be applied to the relevant portfolio;

(c) where the Company incurs a liability which relates to any asset of a particular portfolio or to any action taken in connection with an asset of a particular portfolio, such liability shall be allocated to the relevant portfolio;

(d) in the case where any asset or liability of the Company cannot be considered as being attributable to a particular portfolio, such asset or liability shall be allocated to all the portfolios pro rata to the Net Asset Values of each portfolio, or any other manner as decided by the General Partner in the best interest of shareholders;

(e) upon the record date for the determination of the person entitled to any dividend declared on any class of shares, the Net Asset Value of such class of shares shall be reduced by the amount of such dividends.

D. Each pool of assets and liabilities shall consist of a portfolio of securities and any other assets in which the Company is authorised to invest, and the entitlement of each share class which is issued by the Company in relation with a same pool will change in accordance with the rules set out below.

In addition there may be held within each pool on behalf of one specific share class or several specific share classes, assets which are class specific and kept separate from the portfolio which is common to all share classes related to such pool and there may be assumed on behalf of such share class or classes specific liabilities.

The proportion of the portfolio which shall be common to each of the share classes related to a same pool which shall be allocable to each class of shares shall be determined by taking into account issues, redemptions, distributions, as well as payments of class specific expenses or contributions of income or realisation proceeds derived from class specific assets, whereby the valuation rules set out below shall be applied mutatis mutandis.

The percentage of the Net Asset Value of the common portfolio of any such pool to be allocated to each class of shares shall be determined as follows:

1) initially the percentage of the net assets of the common portfolio to be allocated to each share class shall be in proportion to the respective number of the shares of each class at the time of the first issuance of shares of a new class;

2) the issue price received upon the issue of shares of a specific class shall be allocated to the common portfolio and result in an increase of the proportion of the common portfolio attributable to the relevant share class;

3) if in respect of one share class the Company acquires specific assets or pays class specific expenses (including any portion of expenses in excess of those payable by other share classes) or makes specific distributions or pays the redemption price in respect of shares of a specific class, the proportion of the common portfolio attributable to such class

shall be reduced by the acquisition cost of such class specific assets, the specific expenses paid on behalf of such class, the distributions made on the shares of such class or the redemption price paid upon redemption of shares of such class;

4) the value of class specific assets and the amount of class specific liabilities are attributed only to the share class or classes to which such assets or liabilities relate and this shall increase or decrease the Net Asset Value per share of such specific share class or classes.

E. For the purpose of valuation under this Article:

(a) shares of the Company to be redeemed under Article 21 hereof shall be treated as existing and taken into account until immediately after the time specified by the General Partner on the Valuation Date on which such valuation is made, and, from such time and until paid, the price therefore shall be deemed to be a liability of the Company;

(b) all investments, cash balances and other assets of any portfolio expressed in currencies other than the currency of denomination in which the Net Asset Value per share of the relevant class is calculated shall be valued after taking into account the market rate or rates of exchange in force at the date and time for determination of the Net Asset Value of the relevant class of shares; and

(c) effect shall be given on any Valuation Date to any purchases or sales of securities contracted for by the Company on such Valuation Date, to the extent practicable;

(d) the valuation referred to above shall reflect that the Company is charged with all expenses and fees in relation to the performance under contract or otherwise by agents for asset management, custodial, domiciliary, registrar and transfer agency, audit, legal and other professional services and with the expenses of financial reporting, notices and dividend payments to shareholders, expenses of publishing the offering prices and all other customary administration services and fiscal charges, if any.

Art. 24. The accounting year of the Company shall begin on the 1 January of each year and terminate on the 31 December of the same year. The accounts of the Company shall be prepared in accordance with Luxembourg GAAP and such other permitted accounting standards the General Partner considers to be the most appropriate for the Company, as described in the audited financial statements.

Art. 25. Where there shall be different classes as provided for in Article 5 hereof, and if the accounts within such classes are expressed in different currencies, such accounts shall be converted into US Dollars and added together for the purpose of determination of the accounts of the Company. The annual accounts, including the balance sheet and profit and loss account, the General Partner's report and the notice of the annual general meeting, will be made available to the shareholders at the registered office of the Company 15 days prior to the annual general meeting.

Art. 26. The General Partner shall determine how the annual net profits shall be disposed of and may declare dividends from time to time.

Interim dividends may be distributed upon decision of the General Partner.

Distributions or repayments may be made to shareholders upon decision of the General Partner.

No distribution of dividends may be made if, as a result thereof, the capital of the Company falls below the minimum prescribed by law.

A dividend declared but not paid on a share during five years cannot thereafter be claimed by the holder of such share, shall be forfeited by the holder of such share, and shall revert to the Company.

No interest will be paid on dividends declared and unclaimed which are held by the Company on behalf of holders of shares.

The Company reserves the right, in its absolute discretion, subject always to applicable Luxembourg laws and regulations, to make distributions of dividends in kind to holders of Ordinary Shares, including in respect of securities that are not freely tradable.

Furthermore, the Company reserves the right to recall distributions of dividends and as the case may be to issue new Ordinary Shares in exchange thereof under the exceptional circumstances and conditions disclosed in the Offering Document.

Art. 27. In the event of a liquidation of the Company, liquidation shall be carried out by one or several liquidators (who may be physical persons or legal entities) named by the meeting of shareholders resolving to liquidate the Company and which shall determine their powers and their compensation. The net proceeds of liquidation corresponding to each class of shares shall be allocated among shareholders in the conditions set out in the Offering Document of the Company.

Otherwise, any funds to which shareholders are entitled upon the liquidation of the Company and which are not claimed by those entitled thereto prior to the close of the liquidation process shall be deposited for the persons entitled thereto at the Caisse de Consignation in Luxembourg in accordance with the Law.

Art. 28. If the net assets of any class fall below or do not reach an amount determined by the General Partner at its discretion, as the case may be on a relative basis, to be the minimum level for such class to be operated in an economically efficient manner or if a change in the economic, monetary or political situation relating to the class concerned justifies it or in order to proceed to an economic rationalisation or because it is deemed to be in the best interest of the relevant shareholders, and, in particular, where a class is invested in one underlying fund only, in case such underlying fund expires,

is liquidated or ceases to exist, the General Partner has the discretionary power to liquidate that class by compulsory redemption of shares of the class at the Net Asset Value per share (but taking into account actual realisation prices of investments, realisation expenses and anticipated liquidation costs) determined as at the Valuation Date at which such a decision shall become effective. The decision of the liquidation will be notified to the shareholders concerned (together with information on the reasons for, and the procedures of, the liquidation operations) and, to the extent required by Luxembourg law, published by the General Partner (with indication of the reasons for, and the procedures of, the liquidation operations). Unless the General Partner decides otherwise in the interests of, or in order to ensure equal treatment of, the shareholders, the shareholders of the class concerned may continue to request redemption or conversion of their shares free of redemption or conversion charges (but taking into account actual realisation prices of investments, realisation expenses and anticipated liquidation costs).

Notwithstanding the powers conferred to the General Partner by the preceding paragraph, a general meeting of shareholders of any class may, upon proposal from the General Partner and with its approval, redeem all the shares of that class and refund to the shareholders the Net Asset Value of their shares (taking into account actual realisation prices of investments, realisation expenses and anticipated liquidation costs) determined as at the Valuation Date at which such a decision shall take effect. There shall be no quorum requirements for such a general meeting of shareholders at which resolutions shall be adopted by simple majority of the votes cast.

Assets which could not be distributed to the relevant shareholders upon the close of the liquidation of a class will be deposited with the Caisse de Consignation to be held for the benefit of the relevant shareholders. Amounts not claimed will be forfeited in accordance with Luxembourg law.

Upon the circumstances provided for above, the General Partner may decide to allocate the assets of any class to those of another existing class within the Company or to another UCI, or to another compartment within that other UCI (the "new compartment") and to re-designate the shares of the class concerned as shares of the new compartment (following a split or consolidation, if necessary, and the payment of the amount corresponding to any fractional entitlement to shareholders), it being understood that where the context so requires, "class" may also be read as "sub-class". Such a decision will be notified to the shareholders concerned (together with information in relation to the new compartment), one month before the date on which the amalgamation becomes effective in order to enable shareholders to request redemption or conversion of their shares, free of charge, during such period. After that period, the decision commits the entirety of shareholders who have not used this possibility, provided however that, if the amalgamation is to be implemented with a Luxembourg UCI of the contractual type ("fonds commun de placement") or an UCI based in the European Economic Area (an "EEA UCI") which is not regulated and does not offer equivalent protection than a Luxembourg UCI or a non-Luxembourg or non-EEA UCI (a "foreign UCI"), the decision shall be binding only on the shareholders of the contributing class who are in favour of the amalgamation.

Notwithstanding the powers conferred to the General Partner by the preceding paragraph, a contribution of the assets and liabilities attributable to any class to another class of the Company or to another UCI, or to another compartment within that other UCI, may be decided upon by a general meeting of the shareholders, upon proposal from the General Partner and with its approval, of the contributing class for which there shall be no quorum requirements and which shall decide upon such an amalgamation by resolution adopted by simple majority of the votes cast, except when the amalgamation is to be implemented with a Luxembourg UCI of the contractual type ("fonds commun de placement") or an EEA UCI which is not regulated and does not offer equivalent protection than a Luxembourg UCI or a foreign UCI, in which case resolutions shall be binding only on the shareholders of the contributing class who have voted in favour of the amalgamation.

Art. 29. These Articles may be amended from time to time by a meeting of shareholders, subject to the quorum requirements provided by the laws of Luxembourg and at a majority of two thirds of the votes cast (unless otherwise imposed by applicable law), provided that no resolution shall be validly passed unless approved by the General Partner. Any amendment affecting the rights of the holders of shares of any class vis-à-vis those of any other class shall be subject further to the said quorum and majority requirements in respect of such relevant class.

Art. 30. In accordance with the requirements of the Law, the Company shall establish an offering document comprising information for investors on the investment proposed to them, which may be supplemented by subscription agreements or other contractual arrangements made between the Company or the General Partner on its behalf and the investors (the "Offering Document").

All matters not governed by these Articles shall be determined in accordance with the Law, the law of 10 August 1915 on commercial companies, as such law may be amended from time to time, the Offering Document and, to the extent applicable, the AIFM Law.

Art. 31. To the extent the Offering Document does not include the information to be provided or communicated to investors and shareholders pursuant to the AIFM Law, the Offering Document will indicate how and/or where such information is made available to investors and shareholders.

Art. 32. Any investor or shareholder may be accorded a preferential treatment, or a right to obtain a preferential treatment (a "Preferential Treatment") subject to, and in compliance with the conditions set forth in, applicable laws and regulations.

A Preferential Treatment may consist (i) in the reduction or waiver of any applicable fees, (ii) in the partial or total reimbursement or rebate of certain fees, charges and/or expenses, (iii) in preferential terms applicable to any subscription, redemption, conversion or transfer of shares (such as shorter or no prior notice, lower or no minimum amount requirements, lower or no gating, reduced or no side-pocketing, reduced or no pre-emption, tag-along or drag-along rights; the foregoing being illustrative and not exhaustive), (iv) in the possibility of avoiding investment in, or exposure to, certain assets, liabilities or counter-parties, (v) in the access to, or increased transparency of, information related to certain aspects of the Company's portfolio or of the Company's or its AIFM's management or activities (whether past, present and/or future) in general, (vi) in preferential terms in relation to any distribution (whether of dividends, carried interests, liquidation proceeds or of any other amount that may be distributed by the Company to shareholders), (vii) in certain preferential terms and rights (including veto) in relation to the appointment or removal of members of the Company's or its AIFM's governing bodies and/or internal committees, (viii) in the participation to the Company's or its AIFM's management or activities in general (including participation to their governing bodies and/or internal committees), (ix) in a right to veto, to postpone or to otherwise condition certain decisions or resolutions, (x) in increased or additional voting rights, (xi) in a "most favoured nation" (or similar) right, or (xii) in any other advantage or privilege that is not inconsistent with these Articles or with applicable laws and regulations and that may be determined from time to time by, and in the discretion of, the Company and/or its AIFM.

A Preferential Treatment may be accorded on the basis (i) of the size, nature, timing or any feature of the investment in, or of any commitment taken vis-à-vis, the Company, (ii) of the type, category, nature, specificity or any feature of the investor(s) or shareholder(s), (iii) of the involvement in, or participation to, the Company's or its AIFM's management or activities (whether past, present and/or future) in general, or (iv) of any other criteria, element or feature that is not inconsistent with these Articles or with applicable laws and regulations and that may be determined from time to time by, and in the discretion of, the Company and/or its AIFM.

A Preferential Treatment may (x) take the form (i) of a contractual arrangement, (ii) of a side letter or (iii) of the creation of a specific class of shares, or (y) take any other form or arrangement that is not inconsistent with these Articles or with applicable laws and regulations and that may be determined from time to time by, and in the discretion of, the Company and/or its AIFM.

A Preferential Treatment is not necessarily assorted with the so-called "most favoured nation" clause in favour of all investors and shareholders, meaning that, unless otherwise provided to the contrary or required by applicable laws or regulations, the existence or introduction of a Preferential Treatment or the fact that one or more investors and/or shareholders have been accorded a Preferential Treatment does not create a right in favour of any other investor or shareholder to claim for its benefit such a Preferential Treatment, even if, in relation to this investor or shareholder, all the criteria and features on which is based the relevant Preferential Treatment are met, and even if the situation and features of this investor or shareholder are identical to any of the investors and/or shareholders to whom this Preferential Treatment has been granted.

Whenever an investor or shareholder obtains a Preferential Treatment, a description of that Preferential Treatment, the type of investors or shareholders who obtain such Preferential Treatment and, where relevant, their legal or economic links with the Company or its AIFM, as well as any material change to this information, may be disclosed or made available to investors and shareholders in, via and/or at any of the Information Means listed in Article 35 hereof; it being understood that availability or disclosure of any such information may be restricted to the largest extent authorised by applicable laws and regulations.

Art. 33. The Company shall enter into a depositary agreement with an entity, which shall satisfy the requirements of the Luxembourg laws, the Law and the AIFM Law (the "Depositary").

In case of withdrawal of the Depositary, whether voluntarily or not, the Depositary will remain in function until the appointment which must happen within two months of another eligible entity. The Depositary may discharge itself of its liability provided that certain conditions are met, including the condition that, where the law of a third country requires that certain financial instruments are held in custody by a local entity and there are no local entities that satisfy the delegation requirements laid down in point (d)(ii) of the second paragraph of article 19(11) of the AIFM Law, these Articles expressly allow for such a discharge under the conditions set out in article 19(14) of the AIFM Law. The Company hereby expressly allows its General Partner to grant such a discharge and more generally, allows for any discharge by the Depositary of its liability that is not prohibited by any applicable laws and regulations and to be in place in accordance with the conditions set out in the AIFM Law.

Information regarding any discharge by the Depositary of its liability, as well as any material change to this information, may be disclosed or made available to investors and shareholders in, via and/or at any of the Information Means listed in Article 35 hereof; it being understood that availability or disclosure of any such information may be restricted to the largest extent authorised by applicable laws and regulations.

Art. 34. To the maximum extent authorised by applicable laws and regulations, the Company authorises its General Partner to agree upon the transfer of any assets of the Company to, and reuse by, any third party, including the Depositary and any prime broker appointed from time to time.

Art. 35. Any information or document that the Company or its AIFM must or wishes to disclose or be made available to some or all of the investors and shareholders shall be validly disclosed or made available to any of the concerned investors and/or shareholders in, via and/or at any of the following information means (each an "Information Means"): (i) the Offering Document, (ii) a subscription, redemption, conversion or transfer form, (iii) a contract note, statement or confirmation in any other form, (iv) a letter, telecopy, e-mail or any type of notice or message (including verbal notice or message), (v) a publication in the (electronic or printed) press, (vi) the Company's periodic report, (vii) the Company's, its AIFM's or any third party's registered office, (viii) a third-party, (ix) the internet/a website (as the case may be subject to password or other limitations) and (x) any other means or medium to be freely determined from time to time by the Company or its AIFM to the extent that such means or medium comply and remain consistent with these Articles and applicable Luxembourg laws and regulations.

The Company or its AIFM may freely determine from time to time the specific Information Means to be used to disclose or make available a specific information or document, provided, however, that at least one current Information Means used to disclose or make available any specific information or document to be disclosed or made available shall at least be indicated in either the Offering Document or at the Company's or its AIFM's registered office.

Certain Information Means (each hereinafter an "Electronic Information Means") used to disclose or make available certain information or document requires an access to the internet and/or to an electronic messaging system. By the sole fact of investing or soliciting the investment in the Company, an investor acknowledges the possible use of Electronic Information Means and confirms having access to the internet and to an electronic messaging system allowing this investor to access the information or document disclosed or made available via an Electronic Information Means.

By the sole fact of investing or soliciting the investment in the Company, an investor (i) acknowledges and consents that the information to be disclosed in accordance with article 13(1) and (2) of the AIFM Law may be provided by means of a website without being addressed personally thereto and (ii) that the address of the relevant website and the place of the website where the information may be accessed is indicated in either the Offering Document or at the Company's or its AIFM's registered office.

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

The undersigned Notary, who understands and speaks English, states that, at the request of the parties hereto, these minutes are drafted in English only.

Whereof, the present deed was drawn up in Luxembourg, on the day aforementioned.

And after reading of these minutes, the members of the bureau signed together with the notary the present deed.

Signé: S. KITZINGER, O. TOURNIER, G. CHERY et H. HELLINCKX.

Enregistré à Luxembourg A.C., le 22 juillet 2014. Relation: LAC/2014/34384 Reçu soixante-quinze euros (75.- EUR).

Le Receveur (signé): I. THILL.

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

Luxembourg, le 24 juillet 2014.

Référence de publication: 2014109619/737.

(140131555) Déposé au registre de commerce et des sociétés de Luxembourg, le 25 juillet 2014.

Sepha S.A., Société Anonyme.

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

R.C.S. Luxembourg B 162.969.

Capital Sports Investments S.à r.l., Société à responsabilité limitée.

Siège social: L-1371 Luxembourg, 1, Val Sainte Croix.

R.C.S. Luxembourg B 140.271.

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RECTIFICATIF

La société Capital Sports Investments S.à r.l. n'est en rien concernée par la mention des comptes annuels au 31/12/2011 publié dans le Mémorial C n° 2997 du 11 décembre 2012, page 143811. C'est en effet la société Sepha S.A. qui a fait publier cette mention.

Il y a dès lors lieu de rectifier ladite publication comme suit:

1. L'en-tête:

au lieu de:

"Capital Sports Investments S.à r.l., Société à responsabilité limitée. Siège social: L-1371 Luxembourg, 1, Val Sainte Croix. R.C.S. Luxembourg B 140.271.",

lire:

"Sepha S.A., Société Anonyme. Siège social: L-1273 Luxembourg, 19, rue de Bitbourg. R.C.S. Luxembourg B 162.969."

2. La référence du dépôt au Registre de commerce et des sociétés (à la dernière ligne de l'insertion):

au lieu de:

"(120196715) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 novembre 2012.",
lire:

"(120196950) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 novembre 2012."

3. Le sommaire du Mémorial C n° 2997, à la page 143809:

supprimer la ligne "Capital Sports Investments S.à r.l." et ajouter une ligne "Sepha S.A."

Référence de publication: 2014111135/27.

INI S.A., Société Anonyme.

Siège social: L-1724 Luxembourg, 9b, boulevard du Prince Henri.

R.C.S. Luxembourg B 147.884.

Im Jahre zwei tausend und vierzehn, den neunten Mai.

Vor dem unterzeichneten Notar Joseph ELVINGER, mit Amtssitz zu Luxemburg.

Traten die Aktieninhaber der Aktiengesellschaft "INI S.A.", mit Sitz zu L-5401 Ahn, 7, Route de Vin, zu einer ausserordentlichen Generalversammlung zusammen;

genannte Gesellschaft, eingetragen im Handels- und Gesellschaftsregister zu Luxemburg, Sektion B unter Nummer 147.884, wurde gegründet durch Urkunde vom 24. August 2009, veröffentlicht im Mémorial C Nummer 1857 vom 25. September 2009.

Die Versammlung tagt unter dem Vorsitz von Frau Rachel UHL, Juristin, wohnhaft in Luxemburg.

Der Vorsitzende bezeichnet zur Schriftführer und die Generalversammlung wählt zum Stimmzähler Herrn Fons MANGEN, Expert-Comptable, wohnhaft in Ettelbrück.

Die Vorsitzende erklärt die Sitzung eröffnet und gibt folgende Erklärungen ab, welche von dem amtierenden Notar zu Protokoll genommen werden.

A.- Dass aus einer vom Versammlungsvorstand erstellten Anwesenheitsliste hervorgeht, dass sämtliche Aktieninhaber in gegenwärtiger Versammlung zugegen oder rechtlich vertreten sind; diese Anwesenheitsliste, von den Aktieninhaber respektiv deren Vertretern gegengezeichnet und von dem amtierenden Notar ne varietur unterzeichnet, bleibt gegenwärtiger Urkunde beigegeben um mit derselben einregistriert zu werden, ebenso wie die ordnungsgemäss durch die Erschienenen und den amtierenden Notar ne varietur paraphierten Vollmachten der vertretenen Aktionäre.

B.- Dass die Generalversammlung, in Anbetracht der Anwesenheit respektiv Vertretung sämtlicher Aktieninhaber, regelmässig zusammengesetzt ist und gültig über alle Punkte der Tagesordnung beschliessen kann.

C.- Dass die Tagesordnung folgende Punkte vorsieht:

Tagesordnung

- 1) Sitzverlegung von L-5401 Ahn, 7, Route du Vin, nach L-1724 Luxembourg, 9b, Boulevard Prince Henri.
- 2) Änderung des Artikels 2 der Gesellschaft.
- 3) Statutarische Ernennungen.

Nach Diskussion, nimmt die Generalversammlung einstimmig und über jeden Punkt einzeln folgende Beschlüsse:

Erster Beschluss

Die Generalversammlung beschliesst den Gesellschaftssitz von L-5401 Ahn, 7, Route du Vin, nach L-1724 Luxembourg, 9b, boulevard Prince Henri, zu verlegen.

Zwecks Anpassung der Satzung an den hiervor genommenen Beschluss, beschliesst die Generalversammlung Artikel 2, abzuändern um ihm folgenden Wortlaut zu geben:

" **Art. 2.** Der Sitz der Gesellschaft befindet sich in Luxemburg. Durch einfachen Beschluss des Verwaltungsrates können Niederlassungen, Zweigstellen, Agenturen und Büros sowohl im Grossherzogtum Luxemburg als auch im Ausland errichtet werden."

Zweiter Beschluss

Die Generalversammlung nimmt Kenntnis vom Ausscheiden mit voller Entlastung, mit Wirkung vom heutigen Tage an, des aktuellen Verwaltungsrates, namentlich:

- 1) Frau Jeannette BATTELJEE, wohnhaft in L-6996 Oberanven, 72, rue du Scheid.
- 2) Frau Evelien MACLEANEN, wohnhaft in L-5401 Ahn, 5, route du Vin.
- 3) Herr Peter VAN DEN ABBEELE, wohnhaft in 18 Via Castel Venzago, I-25017 Lonato del Garda, Italia.

Die Generalversammlung beschliesst hiermit:

1) Herr Peter VAN DEN ABEELE, geboren am 12. Februar 1959 in Anvers, Belgium, wohnhaft in 18 Via Castel Venzago, I-25017 Lonato del Garda, Italia.

2) Frau Femke VAN DEN ABEELE, geboren am 22. Februar 1988 in Brasschaat, Belgium, wohnhaft in 9 Doelen, B-2980 Zoersel, Belgium.

3) Herr Fons MANGEN, geboren am 17. Juni 1958, wohnhaft in L-9088 Ettelbrück, 147, rue de Warken.

als neue Verwaltungsratsmitgliedern zu bestellen.

Die Mandate enden mit der ordentlichen Generalversammlung im Jahre 2019.

Dritter Beschluss

Die Generalversammlung beschliesst das Mandat des aktuellen Kommissar FIRELUX S.A., mit Sitz zu L-9053 Ettelbrück, 45, avenue J.F. Kennedy, R.C.S. Luxembourg B 84.589, bis zur ordentlichen Generalversammlung im Jahre 2019, zu verlängern.

Da hiermit die Tagesordnung erschöpft ist, erklärt die Vorsitzende die Versammlung für geschlossen.

WORÜBER URKUNDE, Aufgenommen zu Luxemburg, Im Jahre, Monate und am Tage wie eingangs erwähnt.

Und nach Vorlesung, haben die vorgenannten Kompargenten zusammen mit dem amtierenden Notar die vorliegende Urkunde unterschrieben.

Signé: R.UHL, F.MANGEN, J.ELVINGER.

Enregistré à Luxembourg Actes Civils le 14 mai 2014. Relation: LAC/2014/22328. Reçu soixante quinze euros (EUR 75,-).

Le Receveur (signé): C. FRISING.

Référence de publication: 2014074795/66.

(140088195) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

GSLP I Offshore C S.à r.l., Société à responsabilité limitée.

Siège social: L-1536 Luxembourg, 2, rue du Fossé.

R.C.S. Luxembourg B 138.749.

In the year two thousand and fourteen, on the fifteenth day of May,

Before Maître Carlo WERSANDT, notary public residing in Luxembourg, undersigned.

Is held

an extraordinary general meeting of the shareholder of GSLP I Offshore C S.à r.l., a société à responsabilité limitée duly incorporated and validly existing under the laws of the Grand-Duchy of Luxembourg, having its registered office at 2, rue du Fossé, L-1536 Luxembourg, with a share capital of EUR 12,500 and registered with the Luxembourg Registre de Commerce et des Sociétés (Trade and Companies Register) under number B 138.749 (the "Company").

THERE APPEARED:

GSLP I Offshore Investment Fund C, L.P., a corporation organized and existing under the laws of Cayman Islands, duly registered with the Registrar of Exempted Limited Partnership under number MC-26088, having its registered office at Uglan House, KY - KY1 - 1104 Grand Cayman;

(the "Shareholder").

here represented by Mrs Marielle STIJGER, private employee, having her professional address in Luxembourg,

by virtue of a proxy given under private seal, such proxy, after having been signed "ne varietur" by the proxy-holder and the officiating notary, will remain attached to the present deed in order to be recorded with it;

Said appearing party, represented as mentioned above, requested the undersigned notary to draw up the following:

Agenda

The amendment of the first and second paragraph of article 10 of the articles of incorporation of the Company, in order to cancel the minimum number of managers as well as to cancel the managers' classes (A and B).

After this had been set forth, the Shareholder, representing the entire capital of the Company, now requests the undersigned notary to record the following resolution:

Sole resolution

The Shareholder decides to amend the first and second paragraphs of article 10 of the articles of incorporation of the Company, in order to cancel the minimum number of managers as well as to cancel the managers' classes (A and B). The article 10 of the articles of incorporation of the Company henceforth shall read as follows:

"Title III. - Management

Art. 10. The company is managed by one or several managers, who need not be shareholders.

In case of plurality of managers, the managers shall form a board of managers being the corporate body in charge of the Company's management and representation. To the extent applicable and where the term "sole manager" is not expressly mentioned in these articles of association, a reference to the "board of managers" used in these articles of association shall be read as a reference to the "sole manager".

There being no further business, the meeting is closed.

Statement

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 translation. On request of the same appearing party and in case of divergences between the English and the French text, the English version will prevail.

WHEREOF, this deed was drawn up in Luxembourg, on the date set at the beginning of this deed.

This deed having been read of the proxyholder of the appearing party, who is known to the notary by her first and surname, civil status and residence, said proxyholder signed together with the notary the present deed.

Suit la traduction en français du texte qui précède

L'an deux mille quatorze, le quinzième jour du mois de mai.

Par-devant Maître Carlo WERSANDT, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg, soussigné.

Se réunit

une assemblée générale extraordinaire de l'associé de la société GSLP I Offshore C.S.à r.l., une société à responsabilité limitée de droit luxembourgeois ayant son siège social à 2, rue du Fossé, L-1536 Luxembourg, Grand-Duché de Luxembourg, avec un capital social de 12,500 EUR, et immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 138.749 (la «Société»).

A COMPARU:

GSLP I Offshore Investment Fund C, L.P., une société constituée et opérant sous le droit des Iles Cayman, enregistrée auprès du Registrar of Exempted Limited Partnership sous le numéro MC-26088, ayant son siège social au Ugland House, KY - KY1 - 1104 Grand Cayman;

(L'«Associé»),

ici représentée par Madame Marielle STIJGER, demeurant professionnellement à Luxembourg,

en vertu d'une procuration sous seing privé lui délivrée, laquelle procuration, après avoir été signée "ne varietur" par la mandataire et le notaire instrumentant, restera annexée au présent acte afin d'être enregistrée avec lui;

Laquelle partie comparante, représentée comme dit ci-avant, a demandé au notaire soussigné d'acter ce qui suit:

Agenda

La modification du premier et du deuxième paragraphe de l'article 10 des articles de constitution de la Société, afin de supprimer le nombre minimum de gérants de la Société et de supprimer les classes de gérants (A et B).

Ceci ayant été exposé, l'Associé, représentant l'intégralité du capital de la Société, requiert désormais le notaire instrumentaire de prendre acte de la décision suivante.

Résolution unique

L'Associé décide de modifier le premier et le deuxième paragraphe de l'article 10 des articles de constitution de la Société afin de supprimer le nombre minimum de gérants de la Société et de supprimer les classes de gérants (A et B). L'article 10 des Articles de constitution de la Société aura désormais la teneur suivante:

“Titre III. - Administration

Art. 10. La société est administrée par un ou plusieurs gérants, associés ou non.

En cas de pluralité de gérants, les gérants constituent un conseil de gérance, étant l'organe chargé de la gérance et de la représentation de la société. Dans la mesure où le terme «gérant unique» n'est pas expressément mentionné dans les présents statuts, une référence au «conseil de gérance» utilisée dans les présents statuts doit être lue comme une référence au «gérant unique».

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

Déclaration

Le notaire soussigné qui comprend et parle l'anglais, déclare que sur demande de la comparante, le présent acte est rédigé en anglais, suivi d'une version française. A la demande de la même personne comparante 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 du présent.

L'acte ayant été lu à la mandataire de la partie comparante, connue du notaire par ses noms, prénoms usuels, état civil et demeure, celle-ci signé avec le notaire, le présent acte.

Signé: M. STIJGER, C. WERSANDT.

Enregistré à Luxembourg A.C., le 20 mai 2014. LAC/2014/23234. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): Irène THILL.

POUR EXPEDITION CONFORME, délivrée à la société;

Luxembourg, le 26 mai 2014.

Référence de publication: 2014074742/91.

(140088462) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

PanEuropean Oil and Industrial Holdings S.A., Société Anonyme.

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

R.C.S. Luxembourg B 33.149.

Capital Sports Investments S.à r.l., Société à responsabilité limitée.

Siège social: L-1371 Luxembourg, 1, Val Sainte Croix.

R.C.S. Luxembourg B 140.271.

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RECTIFICATIF

La société Capital Sports Investments S.à r.l. n'est en rien concernée par la mention des comptes annuels au 31/12/2011 publié dans le Mémorial C n° 2987 du 10 décembre 2012, page 143332. C'est en effet la société PanEuropean Oil and Industrial Holdings S.A. qui a fait publier cette mention.

Il y a dès lors lieu de rectifier ladite publication comme suit:

1. L'en-tête:

au lieu de:

"Capital Sports Investments S.à r.l., Société à responsabilité limitée. Siège social: L-1371 Luxembourg, 1, Val Sainte Croix. R.C.S. Luxembourg B 140.271.",

lire:

"PanEuropean Oil and Industrial Holdings S.A., Société Anonyme. Siège social: L-1720 Luxembourg, 6, rue Heine. R.C.S. Luxembourg B 33.149."

2. La référence du dépôt au Registre de commerce et des sociétés (à la dernière ligne de l'insertion):

au lieu de:

"(120196715) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 novembre 2012.",

lire:

"(120196688) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 novembre 2012."

3. Le sommaire du Mémorial C n° 2987, à la page 143329:

supprimer la ligne "Capital Sports Investments S.à r.l." et ajouter une ligne "PanEuropean Oil and Industrial Holdings S.A."

Référence de publication: 2014111136/29.

Integer Ethical Funds, Société d'Investissement à Capital Variable.

Siège social: L-1855 Luxembourg, 15, avenue J.F. Kennedy.

R.C.S. Luxembourg B 127.979.

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EXTRAIT

L'Assemblée Générale Ordinaire des Actionnaires s'est tenue à Luxembourg le 25 Avril 2014 et a adopté les résolutions suivantes:

1. L'Assemblée prend note de la démission de Mme Michèle Berger en date du 1^{er} septembre 2013 de sa fonction d'administrateur.

2. L'Assemblée décide de co-opter M. Mike Kara (demeurant professionnellement 15A Avenue J.F. Kennedy, L-1855 Luxembourg) en remplacement de M. Pascal Chauvaux avec effet au 25 avril 2014 à la fonction d'administrateur.

3. L'Assemblée décide de reconduire le mandat de:

- M. Marcelo Antonio Benitez Albo
- M. Manuel Castro Ruiz
- M. Mike Kara
- et M. Frédéric Fasel

en tant qu'administrateurs pour un terme venant à échéance à la prochaine Assemblée Générale Ordinaire des Actionnaires en 2015.

4. L'Assemblée décide de reconduire le mandat du Réviseur d'Entreprises Agréé Deloitte Audit S.à r.l. pour un terme venant à échéance à la prochaine Assemblée Générale Ordinaire des Actionnaires en 2015.

Référence de publication: 2014074771/23.

(140087586) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

IGP S.A., International Golf Properties S.A., Société Anonyme.

Siège social: L-1924 Luxembourg, 4, rue Emile Lavandier.

R.C.S. Luxembourg B 144.854.

Il résulte du procès-verbal de l'Assemblée Générale Extraordinaire tenue en date du 15 mai 2014 au siège social de la société que:

Première résolution:

L'actionnaire unique décide de révoquer avec effet immédiat comme commissaire aux comptes de la société, la société en nom collectif WAGNER & BOFFERDING, bureaux comptables et fiscaux, établie et ayant son siège social à L-1413 Luxembourg, 1, Place d'Argent, R.C.S. Luxembourg numéro B10077.

Deuxième résolution:

L'actionnaire unique décide de nommer Mr. Nikola CUBRILO, agent immobilier, né le 12 décembre 1952 à Benkovac (Croatie), demeurant à L-1924 Luxembourg, 4 rue Emile Lavandier comme commissaire aux comptes de la société, son mandat expirant à l'issue de l'assemblée générale ordinaire statuant sur l'exercice 2018.

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

Luxembourg, le 15 mai 2014.

Pour la société

Signature

Un mandataire

Référence de publication: 2014074796/22.

(140087542) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Surya Investments S.A., Société Anonyme.

Siège social: L-2420 Luxembourg, 15, avenue Emile Reuter.

R.C.S. Luxembourg B 154.122.

Extrait des résolutions du Conseil d'Administration de la Société du 28 avril 2014

Première résolution

Renouvellement de Monsieur Marc AUGIER en tant que Président du Conseil d'Administration.

Le Conseil d'Administration décide de renouveler le mandat de Monsieur Marc AUGIER comme Président du Conseil d'Administration. Monsieur Marc AUGIER accepte ce mandat pendant la durée de son mandat d'Administrateur qui vient à échéance à l'issue de l'Assemblée Générale de 2015.

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

Luxembourg, le 27 mai 2014.

SURYA INVESTMENTS S.A.

Référence de publication: 2014075123/16.

(140088083) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Sparinvest S.A., Société Anonyme.

Siège social: L-2449 Luxembourg, 28, boulevard Royal.

R.C.S. Luxembourg B 81.400.

Der Jahresabschluss vom 31. Dez. 2013 wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt. Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Luxembourg, den 7. Mai 2014.

Référence de publication: 2014075116/10.

(140087725) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.

Socofimmo Holdings S.A., Société Anonyme.

Siège social: L-8080 Bertrange, 41, route de Longwy.
R.C.S. Luxembourg B 35.668.

L'an deux mil quatorze, le douze mars.

Pardevant Maître Paul DECKER, notaire de résidence à Luxembourg, (Grand-Duché de Luxembourg), soussigné;

S'est réunie

une assemblée générale extraordinaire des actionnaires de la société anonyme "Socofimmo Holdings S.A.", ayant son siège social au 23, Val Fleuri L-1526 Luxembourg (R.C.S. Luxembourg section B numéro 35.668), constituée suivant acte reçu par Maître Franck BADEN, alors notaire de résidence à Luxembourg, en date du 7 novembre 1990, publié au Mémorial C numéro 152 en 1991.

La séance est ouverte sous la présidence de Madame Géraldine NUCERA, clerc de notaire, demeurant professionnellement à Luxembourg, qui se désigne également comme secrétaire.

L'assemblée choisit comme scrutatrice Mademoiselle Virginie PIERRU, clerc de notaire, demeurant professionnellement à Luxembourg.

I. L'actionnaire unique représenté à la présente assemblée ainsi que le nombre d'actions possédées par ce dernier a été porté sur une liste de présence, signée «ne varietur» par la mandataire de l'actionnaire unique représenté, les membres du Bureau et le notaire instrumentant, et à laquelle liste de présence, dressée par les membres du bureau, les membres de l'assemblée déclarent se référer.

Restera pareillement annexée au présent acte avec lequel elle sera enregistrée, après avoir été signée "ne varietur" par les comparantes et le notaire instrumentant.

La présidente expose et l'assemblée constate:

A) Que la présente assemblée générale extraordinaire a pour ordre du jour:

Ordre du jour:

1.- Transfert du siège social au 41, route de Longwy L-8080 Bertrange et modification afférente au 1^{er} alinéa de l'article 2 des statuts de la Société.

2.- Divers.

B) Que la présente assemblée réunissant l'intégralité du capital social est régulièrement constituée et peut délibérer valablement, telle qu'elle est constituée, sur les objets portés à l'ordre du jour.

C) Que l'intégralité du capital social étant représentée, il a pu être fait abstraction des convocations d'usage, l'actionnaire unique représenté se reconnaissant dûment convoqué et déclarant par ailleurs avoir eu connaissance de l'ordre du jour qui lui a été communiqué au préalable.

Ensuite l'assemblée aborde l'ordre du jour et, après en avoir délibéré, elle a pris à l'unanimité l'unique résolution suivante:

Unique résolution:

L'assemblée décide de transférer le siège social au 41, route de Longwy L-8080 Bertrange et modifié par conséquent le premier alinéa de l'article 2 des statuts de la Société, comme suit:

" **Art. 2. (1^{er} alinéa).** Le siège social est établi dans la Commune de Bertrange.»

Frais

Les frais, dépenses, rémunérations et charges sous quelque forme que ce soit, incombant à la société et mis à sa charge en raison des présentes, sont évalués sans nul préjudice à la somme de sept cent soixante-seize euros (776,- EUR).

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

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

Et après lecture faite et interprétation donnée aux comparants, connus du notaire par noms, prénoms, états et demeures, ils ont tous signé avec Nous notaire le présent acte.

Signé: G. NUCERA, V. PIERRU, P. DECKER.

Enregistré à Luxembourg A.C., le 13.03.2014. Relation: LAC/2014/11711. Reçu 75.-€ (soixante-quinze Euros)

Le Receveur (signé): Irène THILL.

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

Luxembourg, le 13.03.2014.

Référence de publication: 2014075112/53.

(140087717) Déposé au registre de commerce et des sociétés de Luxembourg, le 27 mai 2014.