

MEMORIAL

Journal Officiel
du Grand-Duché de
Luxembourg



MEMORIAL

Amtsblatt
des Großherzogtums
Luxemburg

RECUEIL DES SOCIÉTÉS ET ASSOCIATIONS

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

C — N° 2490

16 septembre 2014

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GARANT-MÖBEL Holding International S.A., Société Anonyme.

Siège social: L-6793 Grevenmacher, 42, route de Trèves.
R.C.S. Luxembourg B 165.352.

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: 2014099977/10.

(140119669) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

GARANT-MÖBEL Brands and Licences S.à r.l., Société à responsabilité limitée.

Siège social: L-6793 Grevenmacher, 42, route de Trèves.
R.C.S. Luxembourg B 165.706.

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: 2014099978/10.

(140119658) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

Holter Investments S.A., Société Anonyme.

Siège social: L-1855 Luxembourg, 51, avenue J.F. Kennedy.
R.C.S. Luxembourg B 112.846.

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 09/07/2014.

Sanne Group (Luxembourg) S.A.

Référence de publication: 2014100018/11.

(140118928) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

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

Siège social: L-9419 Vianden, 25, rue du Vieux Marché.
R.C.S. Luxembourg B 109.319.

Der Jahresabschluss zum 31. Dezember 2013 wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Unterschrift.

Référence de publication: 2014100023/11.

(140119215) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

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

Capital social: EUR 12.500,00.

Siège social: L-2163 Luxembourg, 40, avenue Monterey.
R.C.S. Luxembourg B 95.625.

Le bilan de la société au 31.12.2013 a été déposé au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Luxembourg.

Pour la société

Un mandataire

Référence de publication: 2014099998/12.

(140118933) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

GS NoahPIA Investment S.à r.l., Société à responsabilité limitée.**Capital social: USD 20.000,00.**

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

R.C.S. Luxembourg B 162.911.

—
Constituée par devant Me Carlo Wersandt, notaire de résidence à Luxembourg, en date du 5 août 2011, acte publié au Mémorial C n° 2515.

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.

GS NoahPIA Investment S.à r.l.
Marielle Stijger
Gérant

Référence de publication: 2014100004/14.

(140119360) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

ITW Group France (Luxembourg) S.à r.l., Société à responsabilité limitée.

Siège social: L-1511 Luxembourg, 193, avenue de la Faïencerie.

R.C.S. Luxembourg B 149.795.

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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.

Luxembourg, le 11 juillet 2014.

Monique Martins
Gérant

Référence de publication: 2014101245/12.

(140121306) Déposé au registre de commerce et des sociétés de Luxembourg, le 14 juillet 2014.

Ham&Co (Hamco) B.V., S.à.r.l., Société à responsabilité limitée.

R.C.S. Luxembourg B 147.822.

—
Conformément à l'article 3 de la loi du 31 mai 1999 régissant la domiciliation des sociétés, nous, TMF Management Luxembourg S.A., vous informons dans notre capacité de domiciliataire, de la dénonciation de la convention de domiciliation conclue en date du 30 juin 2014 entre les sociétés:

TMF Management Luxembourg S.A. (le domiciliataire)

RCS Luxembourg B 55946

Siège social: 1, Allée Scheffer

L-2520 Luxembourg

et

Ham&Co (Hamco) B.V., S.à r.l.

RCS Luxembourg B 147822

Siège social: 46A, Avenue J.F. Kennedy

L-1855 Luxembourg

TMF Management Luxembourg S.A., comme domiciliataire de Ham&Co (Hamco) B.V., S.à r.l. dénonce la domiciliation de cette société. Cette dénonciation est valable à compter du 07 juillet 2014.

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

Luxembourg, le 07 juillet 2014.

TMF Management Luxembourg S.A.
Signatures
Agent Domiciliataire

Référence de publication: 2014100013/25.

(140118611) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

GER LOG 1 S.A., Société Anonyme.

Siège social: L-1233 Luxembourg, 2, rue Jean Bertholet.
R.C.S. Luxembourg B 113.075.

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: 2014099982/9.

(140119901) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

Hamtrack S.A., Société Anonyme.

Siège social: L-9647 Doncols, 24, Bohey.
R.C.S. Luxembourg B 102.813.

Extrait du procès-verbal de la réunion de l'assemblée générale ordinaire tenue au siège social le 12 juin 2014

Après avoir délibéré, l'Assemblée prend à l'unanimité des voix la résolution suivante:

De transférer le siège social à partir du 16 juin 2014 au numéro 24 Bohey, L-9647 Doncols

Pour extrait conforme

Référence de publication: 2014100024/11.

(140119783) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

Barclays Luxembourg EUR Holdings S.à r.l., Société à responsabilité limitée.

Capital social: EUR 651.216,00.

Siège social: L-2520 Luxembourg, 9, allée Scheffer.
R.C.S. Luxembourg B 164.130.

Les comptes annuels au 28 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.

Fait à Luxembourg, le 2 Juillet 2014.

Certifié conforme et sincère

Pour la Société

Manfred Zisselsberger

Gérant

Référence de publication: 2014102884/14.

(140121772) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 juillet 2014.

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

Capital social: USD 20.000,00.

Siège social: L-2453 Luxembourg, 6, rue Eugène Ruppert.
R.C.S. Luxembourg B 177.539.

Extrait des résolutions des associés

En date du 8 juillet 2014, les associés de la Société ont décidé comme suit:

- d'accepter la démission de Luciano Vasques en tant que gérant de classe B de la Société;

- de nommer Giuseppe Valenti, né le 23 octobre 1961 à Vigolzone, Italie, demeurant professionnellement au 10, Bolshoy Levshinsky pereulok, bld. 1, 119034 Moscow, Russie, en tant que gérant de classe B de la Société, pour une durée indéterminée, et ce avec effet immédiat.

Nous vous prions de bien vouloir prendre note que la rue du siège social de la Société est épelée «rue Eugène Ruppert» au lieu de «rue Eugène Ruppert».

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

Luxembourg, le 14 juillet 2014.

Carsten SÖNS

Mandataire

Référence de publication: 2014102885/20.

(140121324) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 juillet 2014.

Matrix German Portfolio No. 1 Frankfurt S.à r.l., Société à responsabilité limitée.

Siège social: L-2163 Luxembourg, 40, avenue Monterey.
R.C.S. Luxembourg B 117.358.

Le Bilan et l'affectation du résultat au 30 novembre 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 14 juillet 2014.

Matrix German Portfolio No 1 Frankfurt S.à r.l.

Référence de publication: 2014102373/12.

(140122901) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 juillet 2014.

Medicis Finance S.A., Société Anonyme.

Capital social: EUR 31.000,00.

Siège social: L-1930 Luxembourg, 16A, avenue de la Liberté.
R.C.S. Luxembourg B 120.070.

Extrait des résolutions prises par l'Assemblée Générale Extraordinaire en date du 23 mai 2014

Démission d'un administrateur:

- Madame Géraldine LOPEZ

Nomination d'un nouvel administrateur unique:

- Monsieur Paul AGNES

Né le 25/08/1941 à Ettelbrück

Demeurant professionnellement au 16a avenue de la Liberté, L-1930 Luxembourg

Le mandat de l'administrateur ainsi nommé prendra fin lors de l'assemblée générale annuelle qui se tiendra en 2019.

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

Référence de publication: 2014102397/17.

(140122603) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 juillet 2014.

Mainio Vire S.à r.l., Société à responsabilité limitée.

Capital social: EUR 1.012.510,00.

Siège social: L-2557 Luxembourg, 7A, rue Robert Stümper.
R.C.S. Luxembourg B 161.557.

EXTRAIT

Par contrat de cession de parts sociales du 10 juillet 2014, l'associé de la Société, Rowan Nominees Limited, a transféré les parts sociales qu'il détenait dans la Société de la manière suivante:

- 112,501 parts sociales ordinaires de catégorie A
- 100,001 parts sociales ordinaires de catégorie B
- 100,001 parts sociales ordinaires de catégorie C
- 100,001 parts sociales ordinaires de catégorie D
- 100,001 parts sociales ordinaires de catégorie E
- 100,001 parts sociales ordinaires de catégorie F
- 100,001 parts sociales ordinaires de catégorie G
- 100,001 parts sociales ordinaires de catégorie H
- 100,001 parts sociales ordinaires de catégorie I
- 100,001 parts sociales ordinaires de catégorie J

à HgCapital 6 Nominees Limited, une société ayant son siège social au 2, More London Riverside, SE1 2AP Londres, Royaume-Uni et immatriculée sous le numéro 9092951.

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

Luxembourg.

Référence de publication: 2014102370/25.

(140123314) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 juillet 2014.

GER LOG 10 S.A., Société Anonyme.

Siège social: L-1233 Luxembourg, 2, rue Jean Bertholet.
R.C.S. Luxembourg B 131.063.

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: 2014099983/9.

(140119892) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

GER LOG 2 S.A., Société Anonyme.

Siège social: L-1233 Luxembourg, 2, rue Jean Bertholet.
R.C.S. Luxembourg B 113.076.

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: 2014099984/9.

(140119900) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

H & H S.A., Société Anonyme.

Siège social: L-4960 Clemency, 2, rue de Bascharage.
R.C.S. Luxembourg B 78.774.

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.

Remich, le 10 juillet 2014.

Référence de publication: 2014100010/10.

(140119062) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

**Bregal Luxembourg IV S.à r.l., Société à responsabilité limitée,
(anc. GEAF International 2 Sàrl).**

Capital social: EUR 4.269.450,00.

Siège social: L-1255 Luxembourg, 48, rue de Bragance.
R.C.S. Luxembourg B 117.206.

EXTRAIT

Il résulte de l'Assemblée Générale Ordinaire de la Société qui s'est tenue en date du 24 juin 2014 au siège social que:

Suite à la réélection de tous les gérants sortants, leurs mandats se terminant lors de l'Assemblée statuant sur les comptes de l'exercice 2014, le Conseil de Gérance se compose de:

- Raf BOGAERTS, administrateur de sociétés, avec adresse professionnelle à 48 rue de Bragance, L-1255 Luxembourg;
- John DRURY, administrateur de sociétés, avec adresse professionnelle à Michelin House, 3^{ème} étage, 81, Fulham Road, Londres SW3 6RD, Angleterre;
- Robert SMEELE, administrateur de sociétés, avec adresse professionnelle à Grafenauweg, 10, CH-6300 Zug, Suisse;
- Johny SERÉ, administrateur de sociétés, avec adresse professionnelle à Jean Monnetlaan, B-1804 Vilvoorde, Belgique;
- Wolter BRENNINKMEIJER, administrateur de sociétés, avec adresse professionnelle à Michelin House, 3^{ème} étage, 81, Fulham Road, Londres SW3 6RD, Angleterre;
- Dimitri MARECHAL, administrateur de sociétés, avec adresse professionnelle à 48 rue de Bragance, L-1255 Luxembourg;
- Peggy PARTIGIANONE, administratrice de sociétés, avec adresse professionnelle à 48 rue de Bragance, L-1255 Luxembourg.

A été réélu comme réviseur d'entreprises agréé, son mandat prenant fin lors de l'Assemblée qui se prononcera sur les comptes de l'exercice 2014:

- Ernst & Young, ayant son siège social à L-5365 Munsbach, 7 rue Gabriel Lippmann, Parc d'Activité Syrdall 2.

Référence de publication: 2014102902/26.

(140122314) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 juillet 2014.

Valdes Real Estate S.A., Société Anonyme.

Siège social: L-1724 Luxembourg, 9B, boulevard du Prince Henri.
R.C.S. Luxembourg B 59.356.

CLÔTURE DE LIQUIDATION

Extrait

Par jugement n°957/14 du 10 JUILLET 2014, le Tribunal d'Arrondissement de et à Luxembourg, sixième chambre, siégeant en matière commerciale, a, sur base de l'article 203 de la loi du 10 août 1915 concernant les sociétés commerciales, tel qu'il a été modifié par la loi du 31 mai 1999 et l'article 536 du Code de commerce, déclaré closes par liquidation les opérations de liquidation de la société anonyme VALDES REAL ESTATE S.A.

Pour extrait conforme

Florence SCHWARTZ

Le liquidateur judiciaire

Référence de publication: 2014103622/16.

(140122103) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 juillet 2014.

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

Siège social: L-1746 Luxembourg, 1, rue Joseph Hackin.

R.C.S. Luxembourg B 20.899.

Extrait du procès-verbal de l'assemblée générale ordinaire qui s'est tenue le 25 juin 2014 à 11.00 heures à Luxembourg

- Les mandats des Administrateurs et Commissaire aux comptes viennent à échéance à la présente assemblée.
- L'assemblée décide à l'unanimité de renouveler le mandat d'Administrateurs de Messieurs Joseph WINANDY, Koen LOZIE et la société PACBO Europe Administration et Conseil, dont le siège social est situé 1 rue Joseph Hackin Luxembourg, représentée par Monsieur Patrice CROCHET, 1 rue Joseph Hackin Luxembourg, ainsi que de renouveler la Fiduciaire Glacis, 18A, Boulevard de la Foire, L-1528 LUXEMBOURG au poste de Commissaire aux comptes.
- Les mandats des Administrateurs et du Commissaire aux comptes viendront à échéance à l'issue de l'assemblée générale ordinaire approuvant les comptes arrêtés au 31 mars 2015.

Pour copie conforme

Signatures

Administrateur / Administrateur

Référence de publication: 2014100001/18.

(140119187) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

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

Capital social: EUR 52.500.000,00.

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

R.C.S. Luxembourg B 148.402.

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Veuillez prendre note du changement d'adresse des associés de la Société suivants:

TRG Growth Partnership II, L.P., ayant pour adresse Uglan House, South Church Street, George Town, Grand Cayman, enregistré auprès de la Chambre de Commerce et des Sociétés des Iles Caïman sous le numéro d'immatriculation 18743 a désormais pour adresse 94 Solaris Avenue, Camana Bay, Grand Cayman KY1-1108, Cayman Islands.

TRGGPII Co-Invest, L.P., ayant pour adresse Uglan House, South Church Street, George Town, Grand Cayman, enregistré auprès de la Chambre de Commerce et des Sociétés des Iles Caïman sous le numéro d'immatriculation 18742 a désormais pour adresse 94 Solaris Avenue, Camana Bay, Grand Cayman KY1-1108, Cayman Islands.

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

Silverspot Investments S.à r.l.

Manacor (Luxembourg) S.A.

Signatures

Gérant

Référence de publication: 2014102546/20.

(140123417) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 juillet 2014.

GER LOG 3 S.A., Société Anonyme.

Siège social: L-1233 Luxembourg, 2, rue Jean Bertholet.

R.C.S. Luxembourg B 113.077.

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: 2014099985/9.

(140119899) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

Home Depot International Enterprises, S.à r.l., Société à responsabilité limitée.**Capital social: CAD 787.609.586,00.**

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

R.C.S. Luxembourg B 177.860.

Le bilan au 2 février 2014 a été déposé au registre de commerce et des sociétés de Luxembourg.

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

Luxembourg, le 2 juillet 2014.

Référence de publication: 2014100019/10.

(140119281) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

Invista S.à r.l., Société à responsabilité limitée.**Capital social: USD 152.000.600,00.**

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

R.C.S. Luxembourg B 67.097.

Le bilan et l'annexe au 31 décembre 2013 de la Société, ainsi que les autres documents et informations qui s'y rapportent, ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Senningerberg, le 18 juillet 2014.

Pour extrait conforme

ATOZ

Aerogolf Center - Bloc B

1, Heienhaff

L-1736 Senningerberg

Signature

Référence de publication: 2014105003/17.

(140125667) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 juillet 2014.

Wailent Capital S.A., Société Anonyme.

Siège social: L-1466 Luxembourg, 4, rue Jean Engling.

R.C.S. Luxembourg B 184.261.

Extrait de la résolution de l'administrateur unique en date du 15 JUIN 2014

Il résulte de la décision de l'administrateur unique qu'il est convenu ce qui suit:

Transfert du siège social de la société du 6, rue Jean Engling, L-1466 Luxembourg au 4, rue Jean Engling, L-1466 Luxembourg avec effet au 15 juin 2014.

L'adresse professionnelle de l'administrateur unique, Alexander Tkachenko a changé:

- ancienne adresse: 6, rue Jean Engling, L-1466 Luxembourg;

- nouvelle adresse: 4, rue Jean Engling, L-1466 Luxembourg.

L'adresse de la société EZD S.à r.l., commissaire aux comptes, a changé:

- ancienne adresse: 6, rue Jean Engling, L-1466 Luxembourg;

- nouvelle adresse: 4, rue Jean Engling, L-1466 Luxembourg.

Luxembourg, le 14.07.2014.

Référence de publication: 2014103635/18.

(140122071) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 juillet 2014.

J.P. Morgan Partners Global Investors (Cayman/Selldown) III Luxembourg, S.à r.l., Société à responsabilité limitée.

Siège social: L-2146 Luxembourg, 63-65, rue de Merl.
R.C.S. Luxembourg B 112.253.

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

Signature.

Référence de publication: 2014105010/11.

(140125543) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 juillet 2014.

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

Capital social: EUR 34.555.600,00.

Siège social: L-2453 Luxembourg, 6, rue Eugène Ruppert.
R.C.S. Luxembourg B 116.339.

Extrait des décisions prises par l'associée unique en date du 11 juillet 2014

1. Le siège social a été transféré de L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte à L-2453 Luxembourg, 6, rue Eugène Ruppert.

Veillez noter que l'adresse professionnelle de Madame Mounira Meziadi, gérant de catégorie B, se situe désormais au 6, rue Eugène Ruppert L-2453 Luxembourg.

Luxembourg, le 17 juillet 2014.

Pour extrait sincère et conforme

Pour Kipling Luxembourg S.à r.l.

Mandataire

Référence de publication: 2014105049/17.

(140125088) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 juillet 2014.

Jadof Invest S.A., Société Anonyme - Société de Gestion de Patrimoine Familial.

Siège social: L-2453 Luxembourg, 6, rue Eugène Ruppert.
R.C.S. Luxembourg B 68.417.

Extrait des décisions prises par le conseil d'administration en date du 20 mai 2014

Le siège social a été transféré de L-1331 Luxembourg, 65, boulevard Grande-Duchesse Charlotte, à L-2453 Luxembourg, 6, rue Eugène Ruppert.

Extrait des décisions prises par l'assemblée générale des actionnaires en date du 22 mai 2014

1. M. Hans DE GRAAF a été reconduit dans ses mandats d'administrateur et de président du conseil d'administration jusqu'à l'issue de l'assemblée générale statutaire de 2019.

2. Mme Monique JUNCKER a été reconduite dans son mandat d'administrateur jusqu'à l'issue de l'assemblée générale statutaire de 2019.

3. Mme Ingrid CERNICCHI a été reconduite dans son mandat d'administrateur jusqu'à l'issue de l'assemblée générale statutaire de 2019.

4. La société à responsabilité limitée COMCOLUX S.à r.l. a été reconduite dans son mandat de commissaire jusqu'à l'issue de l'assemblée générale statutaire de 2019.

Veillez noter que l'adresse professionnelle de Mme Monique JUNCKER, Mme Ingrid CERNICCHI, administrateurs, et de M. Hans DE GRAAF, administrateur et président du conseil d'administration, se situe désormais au L-2453 Luxembourg, 6, rue Eugène Ruppert.

Luxembourg.

Pour extraits et avis sincères et conformes

Pour JADOF INVEST S.A.

Intertrust (Luxembourg) S.à r.l.

Référence de publication: 2014105019/26.

(140125060) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 juillet 2014.

Goodman Pearl (Lux) Logistics S.à r.l., Société à responsabilité limitée.

Siège social: L-1160 Luxembourg, 28, boulevard d'Avranches.

R.C.S. Luxembourg B 131.035.

Les comptes annuels au 31/12/2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Référence de publication: 2014099967/9.

(140119115) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

Grim S.A., Société Anonyme.

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

R.C.S. Luxembourg B 121.166.

Extrait des résolutions prises lors du Conseil d'Administration tenu le 04 juillet 2014

Le Conseil d'Administration prend note de la démission avec effet immédiat de Monsieur Henri Felicetti de ses fonctions d'administrateur.

Le Conseil d'Administration décide de nommer en remplacement aux fonctions d'administrateur Madame Frédérique Vigneron, née le 05 novembre 1973 à Stavelot (Belgique) et demeurant professionnellement au 8 Boulevard Royal L-2449 Luxembourg.

Son mandat prendra fin à l'issue de l'assemblée générale annuelle de l'an 2018.

Cette nomination fera l'objet d'une ratification lors de la prochaine assemblée générale des actionnaires.

Luxembourg, le 10 juillet 2014.

Pour GRIM S.A.

Signature

Référence de publication: 2014100002/18.

(140119605) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

Kelley Organization S.A., Société Anonyme.

Siège social: L-2128 Luxembourg, 22, rue Marie-Adélaïde.

R.C.S. Luxembourg B 173.779.

Extrait des résolutions prises lors de l'Assemblée Générale Statutaire du 7 juillet 2014

1 - les mandats d'Administrateur de classe A

- Monsieur Cédric HIRTZBERGER, Avocat à la Cour, né le 2 mai 1976 à Thionville (F), demeurant professionnellement au 22, me Marie-Adélaïde, L-2128 Luxembourg;

- Monsieur Arsène KRONSHAGEN, Avocat à la Cour, né le 16 juillet 1955 à Esch-sur-Alzette (L), demeurant professionnellement au 22, rue Marie-Adélaïde, L-2128 Luxembourg;

les mandats d'Administrateur de classe B

- Monsieur Pierre-Siffrein GUILLET, employé privé, né le 10 août 1977 à Carpentras (F), demeurant professionnellement au 412F route d'Esch, L-2086 Luxembourg;

- Monsieur Jean-Hugues DOUBET, employé privé, né le 7 mai 1974 à Strasbourg (F), demeurant professionnellement au 412F route d'Esch, L-2086 Luxembourg

sont reconduits pour une nouvelle période statutaire de trois (3) ans jusqu'à l'Assemblée Générale Statutaire de 2017 et le mandat de

- FIN-CONTROLE S.A., société Anonyme, ayant son siège social au 12, rue Guillaume Kroll, Bâtiment F, L-1882 Luxembourg

en tant que Commissaire aux Comptes est reconduit pour une nouvelle période statutaire de trois (3) ans jusqu'à l'Assemblée Générale Statutaire de 2017.

Fait à Luxembourg, le 7 juillet 2014.

Certifié sincère et conforme

KELLEY ORGANIZATION S.A.

Référence de publication: 2014105045/27.

(140125818) Déposé au registre de commerce et des sociétés de Luxembourg, le 18 juillet 2014.

H & S S.à r.l., Société à responsabilité limitée.

Siège social: L-4960 Clemency, 2, rue de Bascharage.

R.C.S. Luxembourg B 124.500.

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.

Remich, le 10 juillet 2014.

Référence de publication: 2014100011/10.

(140119089) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

Hamburg Grosser Burstah (Luxembourg) S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 146.778.

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.

Un gérant

Référence de publication: 2014100014/10.

(140119279) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

Intelsat Investment Holdings S.à r.l., Société à responsabilité limitée.

Siège social: L-1246 Luxembourg, 4, rue Albert Borschette.

R.C.S. Luxembourg B 162.240.

Les statuts coordonnés au 30/06/2014 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

Redange-sur-Attert, le 10/07/2014.

Me Cosita Delvaux

Notaire

Référence de publication: 2014100036/12.

(140118847) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

Hathor Participations SA, Société Anonyme.

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

R.C.S. Luxembourg B 140.133.

Extrait des résolutions de l'Assemblée Générale des Actionnaires de la Société tenue de manière exceptionnelle le 30 juin 2014

Première résolution

Ratification du renouvellement du mandat d'un Administrateur.

L'Assemblée Générale décide de renouveler le mandat d'Administrateur de Monsieur Marc AUGIER et ce, jusqu'à l'issue de l'Assemblée Générale 2019 approuvant les comptes arrêtés au 31 décembre 2018.

Cinquième résolution

Approbation du renouvellement du mandat du Réviseur d'Entreprises.

L'Assemblée Générale décide de renouveler le mandat de Deloitte Audit S.à.r.l. aux fonctions de Réviseur d'Entreprises de la Société pour l'exercice se terminant au 31 décembre 2014. Son mandat viendra à échéance à l'issue de l'Assemblée Générale 2015 approuvant les comptes arrêtés au 31 décembre 2014.

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

Luxembourg, le 11 juillet 2014.

HATHOR PARTICIPATIONS S.A.

Référence de publication: 2014100028/20.

(140119790) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

Hersanpan, Société Anonyme.

Siège social: L-2449 Luxembourg, 41, boulevard Royal.
R.C.S. Luxembourg B 178.090.

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: 2014100015/9.

(140119428) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

Goodman Tumbleweed Logistics (Lux) S.à r.l., Société à responsabilité limitée.

Siège social: L-1160 Luxembourg, 28, boulevard d'Avranches.
R.C.S. Luxembourg B 164.826.

Les comptes annuels au 31/12/2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2014099968/9.

(140119116) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

GSCP VI Parallel Tanker Holdings S.à r.l., Société à responsabilité limitée.

Capital social: USD 20.000,00.

Siège social: L-1536 Luxembourg, 2, rue du Fossé.
R.C.S. Luxembourg B 132.712.

Constituée par devant Me Paul Frieders, notaire de résidence à Luxembourg, en date du 5 septembre 2007, acte publié
au Mémorial C n° 2630

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.

GSCP VI Parallel Tanker Holdings S.à r.l.
Marielle Stijger
Gérant

Référence de publication: 2014100006/14.

(140119358) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

International Public Partnerships Lux 2 Sàrl, Société à responsabilité limitée.

Capital social: GBP 2.923.625,00.

Siège social: L-2180 Luxembourg, 6, rue Jean Monnet.
R.C.S. Luxembourg B 119.803.

EXTRAIT

Par les résolutions du 26 juin 2014, l'associé de la société a décidé:

- d'accepter la démission de Monsieur Mark Dunstan en tant que gérant de la Société, prenant effet le 30 juin 2014
- de nommer Monsieur Emmanuel Dos Santos, né le 28 janvier 1967 à Gaia, Portugal, ayant son adresse professionnelle à 6, rue Jean Monnet, L-2180 Luxembourg, en tant que gérant de la Société pour un mandat d'une durée indéterminée, prenant effet le 1^{er} juillet 2014.

En conséquence, le conseil de Gérance de la Société se compose de:

- Mr. Mark Hatherly, demeurant professionnellement au 6, rue Jean Monnet, L-2180 Luxembourg;
- Mr. Emmanuel Dos Santos, demeurant professionnellement au 6, rue Jean Monnet, L-2180 Luxembourg;
- Mr. Giles Frost, demeurant professionnellement au 2 London Bridge, London, SE1 9RA, United Kingdom;

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

Luxembourg, le 09 juillet 2014.

Pour la société

Un mandataire

Référence de publication: 2014100042/22.

(140118923) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

VSSF Investments S.A., Société Anonyme.

Siège social: L-2540 Luxembourg, 15, rue Edward Steichen.
R.C.S. Luxembourg B 101.940.

EXTRAIT

En date du 14 juillet 2014, l'actionnaire unique a pris les résolutions suivantes:

- Le mandat des administrateurs Freddy De Petter et Parmonts B.V. est renouvelé avec effet immédiat et ce, jusqu'à l'assemblée générale qui se tiendra en 2015.
- Le mandat de commissaire aux comptes de Viscomte S.à r.l. est renouvelé avec effet immédiat et ce, jusqu'à l'assemblée générale qui se tiendra en 2015.

Pour extrait conforme.

Luxembourg, le 14 juillet 2014.

Référence de publication: 2014102717/15.

(140123040) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 juillet 2014.

Winsway Coking Coal Holdings, Société à responsabilité limitée.

Capital social: CAD 20.000,00.

Siège social: L-2310 Luxembourg, 16, avenue Pasteur.
R.C.S. Luxembourg B 165.044.

EXTRAIT

Il résulte des résolutions écrites prises par l'associé unique de la Société en date du 15 juillet 2014 que:

- La démission de M. Luc GERONDAL, gérant de type A de la Société a été acceptée avec effet au 15 juillet 2014;
- La personne suivante a été nommée gérant de type A de la Société, avec effet au 15 juillet 2014 et ce pour une durée indéterminée:

* M. Scott McKinlay, né le 11 avril 1983 à Dunfermline, Royaume-Uni, résidant professionnellement au 16 avenue Pasteur L-2310 Luxembourg;

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

Luxembourg, le 15 juillet 2014.

Référence de publication: 2014102734/17.

(140123727) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 juillet 2014.

Warlander Sàrl, Société à responsabilité limitée.

R.C.S. Luxembourg B 166.203.

Conformément à l'article 3 (1) de la loi du 31 mai 1999 régissant la domiciliation des sociétés, Intertrust (Luxembourg) S.à r.l. informe de la dénonciation de la convention de domiciliation conclue le 11 Novembre 2011 avec date de début effective le 21 Octobre 2011 pour une durée indéterminée entre les deux sociétés:

- Société domiciliée:

* Warlander S.à.r.l, dont le capital social est de 25.000 USD

* Immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B.166.203

* Dont le siège social sis au 2, Rue Jean Monnet L-2180 Luxembourg fait l'objet de la présente dénonciation

- Agent domiciliataire:

Intertrust (Luxembourg) S.à r.l. dont le capital social est de 1,823,000 EUR

Immatriculé auprès du Registre du Commerce et des Sociétés sous le numéro B.103.123

ayant son siège social au 6, rue Eugène Ruppert L-2453 Luxembourg, et ce avec effet au 9 Juillet 2014.

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

Fait à Luxembourg, le 9 Juillet 2014.

Intertrust (Luxembourg) S.à r.l.

Signatures

L'agent domiciliataire

Référence de publication: 2014102720/22.

(140122801) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 juillet 2014.

Weyer Zimmerei-Holzbau S.à r.l., Société à responsabilité limitée.

Siège social: L-6776 Grevenmacher, 5, An de Längten.
R.C.S. Luxembourg B 143.819.

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

Signature.

Référence de publication: 2014102738/10.

(140123042) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 juillet 2014.

Willow Tree S.à r.l., Société à responsabilité limitée.

Siège social: L-2453 Luxembourg, 6, rue Eugène Ruppert.
R.C.S. Luxembourg B 107.204.

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 Willow Tree S.à r.l.

Intertrust (Luxembourg) S.à r.l.

Référence de publication: 2014102729/11.

(140123124) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 juillet 2014.

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

Capital social: GBP 12.500,00.

Siège social: L-2449 Luxembourg, 26A, boulevard Royal.
R.C.S. Luxembourg B 177.654.

Les comptes annuels pour la période du 27 mai 2013 (date de constitution) 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 23 juin 2014.

Référence de publication: 2014102721/11.

(140123648) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 juillet 2014.

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

Capital social: GBP 12.500,00.

Siège social: L-2522 Luxembourg, 6, rue Guillaume Schneider.
R.C.S. Luxembourg B 162.903.

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EXTRAIT

Il résulte des résolutions écrites prises par l'associé unique de la Société en date du 7 juillet 2014 que:

- Les démissions de M. Benoît BAUDUIN, de M. Luc GERONDAL et de M. Olivier LIEGEOIS, gérants de classe B de la Société ont été acceptées avec effet au 11 juillet 2014;

- Les personnes suivantes ont été nommées gérants de classe B de la Société, avec effet au 11 juillet 2014 et ce pour une durée indéterminée:

* (i) M. Livio GAMBARDILLA, né le 2 décembre 1975 à Terlizzi, Italie, résidant professionnellement au 16, avenue Pasteur L-2310 Luxembourg;

* (ii) M. Marc CHONG KAN, né le 24 août 1964 à Paris, France, résidant professionnellement au 16, avenue Pasteur L-2310 Luxembourg;

* (iii) M. Benjamin CHOURAKI, né le 31 mars 1983 à Senlis, France, résidant professionnellement au 16, avenue Pasteur L-2310 Luxembourg;

Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.
Luxembourg, le 15 juillet 2014.

Référence de publication: 2014102727/22.

(140122970) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 juillet 2014.

Menuiserie Goebel S.à r.l., Société à responsabilité limitée.

Siège social: L-6414 Echternach, 1, rue des Bénédictins.
R.C.S. Luxembourg B 168.311.

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.
Echternach, le 15 juillet 2014.

Signature.

Référence de publication: 2014103354/10.

(140122107) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 juillet 2014.

Marco STEICHEN S.à r.l., Société à responsabilité limitée.

Siège social: L-6583 Rosport, 46, rue Giesenbour.
R.C.S. Luxembourg B 157.678.

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.

Pour le gérant

Référence de publication: 2014103329/10.

(140122053) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 juillet 2014.

Madar Invest Luxe, Société Anonyme.

Siège social: L-1449 Luxembourg, 18, rue de l'Eau.
R.C.S. Luxembourg B 160.194.

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: 2014103345/11.

(140122405) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 juillet 2014.

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

Siège social: L-1118 Luxembourg, 23, rue Aldringen.
R.C.S. Luxembourg B 118.643.

Extrait des résolutions prises par les associées de la Société en date du 30 juin 2014:

Les associés de la Société ont pris les résolutions suivantes:

Monsieur Michael Newton a démissionné de ses fonctions en tant que gérant de la Société en date du 30 juin 2014.

Nomination de Monsieur Szymon Bartosz Bodjanski, employé privé, résidant professionnellement au 2, rue du Fort Bourbon, 1st Floor, L-1249 Luxembourg, Grand Duché de Luxembourg, né le 20 juillet 1977, à Gniezno, Pologne, en qualité de gérant avec effet au 30 juin 2014 et pour une durée indéterminée.

Nomination de Monsieur Csaba Horvath, employé privé, résidant professionnellement au 23, rue Aldringen, L-1118 Grand Duché de Luxembourg, né le 30 septembre 1980 à Tatabánya, Hongrie, en qualité de gérant avec effet au 30 juin 2014 et pour une durée indéterminée.

Le conseil de gérance de la Société se compose dorénavant comme suit:

- M. Stefan Holmér, gérant
- M. Jens Hoellermann, gérant
- M. Csaba Horvath, gérant
- M. Szymon Bartosz Bodjanski, gérant

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

Référence de publication: 2014103355/23.

(140121796) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 juillet 2014.

Flexis S.A., Société Anonyme de Titrisation.**Capital social: EUR 31.000,00.**

Siège social: L-1115 Luxembourg, 2, boulevard Konrad Adenauer.
R.C.S. Luxembourg B 144.805.

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Extrait des résolutions adoptées lors de la réunion du conseil de gérance du 16 juillet 2014:

- Mons. Graeme Jenkins, résident professionnellement au 2, Boulevard Konrad Adenauer, L-1115 Luxembourg, est nommé administrateur de la société, en remplacement l'administrateur démissionnaire, Mons. Rolf Caspers, avec effet au 13 juin 2014.

- Le nouveau mandat de Mons. Graeme Jenkins prendra fin lors de l'assemblée générale annuelle qui se tiendra en 2016.

Luxembourg, le 16 juillet 2014.

Signatures

Un mandataire

Référence de publication: 2014103990/17.

(140123871) Déposé au registre de commerce et des sociétés de Luxembourg, le 17 juillet 2014.

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

Siège social: L-2522 Luxembourg, 6, rue Guillaume Schneider.
R.C.S. Luxembourg B 184.882.

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EXTRAIT

Il résulte d'un contrat de cession d'actions daté du 14 juillet 2014 que l'actionnaire unique de la Société KCK Limited a cédé la totalité de ses actions, soit 12,500 actions d'une valeur nominale de 1 euro chacune à la société KCK-FHN Limited, une société de droit des Iles Cayman, ayant son siège social à Maples Corporate Services Limited, Uglan House, Grand Cayman, KY1-1104, Iles Cayman, enregistrée au Registrar of Companies of Cayman Islands sous le numéro 00289568.

Par conséquent, le nouvel actionnaire de la Société est à présent la société KCK-FHN Limited.

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

Pour extrait conforme

Luxembourg, le 15 juillet 2014.

Référence de publication: 2014103343/18.

(140121985) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 juillet 2014.

FMC Finance VI S.A., Société Anonyme.

Siège social: L-1128 Luxembourg, 28-30, Val Saint André.
R.C.S. Luxembourg B 146.877.

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Extrait des résolutions prises par l'assemblée générale ordinaire le 25 juin 2014

L'assemblée générale a renouvelé les mandats suivants pour une période prenant fin à la prochaine assemblée générale annuelle en relation avec les comptes de l'exercice se clôturant au 31 décembre 2014:

- Madame Gabriele DUX, avec adresse professionnelle au 204, route de Luxembourg, L-7241 Bereldange, Grand-Duché de Luxembourg; administrateur,

- Monsieur Andrea STOPPER, avec adresse privée au 23 C, Cantonale, CH-6928 Manno, Suisse; administrateur,

- Monsieur Khaled BAHI, avec adresse privée au Parc Médicis, 47, avenue des Pépinières, F-94832 Fresnes Cedex, France; administrateur,

- La société KPMG Luxembourg S.à r.l., ayant son siège social à L-2520 Luxembourg, 9 Allée Scheffer, inscrite au Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 149133; commissaire aux comptes de la société.

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

Luxembourg, le 16 juillet 2014.

Référence de publication: 2014104019/19.

(140124088) Déposé au registre de commerce et des sociétés de Luxembourg, le 17 juillet 2014.

GAIA Fund, Société d'Investissement à Capital Variable.

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

R.C.S. Luxembourg B 169.010.

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

Before the undersigned notary, Me Pierre PROBST, residing in Ettelbrück, Grand Duchy of Luxembourg,

Was held

an extraordinary general meeting of the shareholders of the investment company GAIA Fund (the "Company"), with registered office at 5, Heienhaff, L-1736 Senningerberg, Grand Duchy of Luxembourg, registered with the Luxembourg register of commerce and companies under the number B 169010, incorporated in the form of an investment company with variable capital, following a deed enacted by Me Pierre PROBST, notary with residence in Ettelbruck, on 16 May 2012, published in the Mémorial C, Recueil des Sociétés et Associations No 1412 dated 7 June 2012.

The extraordinary general meeting of shareholders is opened at 2.30 p.m. and is presided over by Mr Jean-Claude MICHELS, employee, professionally residing in Senningerberg, Grand Duchy of Luxembourg and the chairman appoints as his scrutineer, Mr Ole MARQUARDT, employee, professionally residing in 5, Heienhaff, L-1736 Senningerberg. It will be renounced on the appointment of a secretary.

The board of the extraordinary general meeting of shareholders having thus been constituted, the chairman declares and requests the notary to state that:

I. The shareholders present or represented and the number of shares held by them are shown on an attendance list which has been controlled and signed by the board of the meeting. The proxies, signed by the appearing person and the notary, shall remain here annexed to be registered with this deed.

II. As it appears from the attendance list, the 8,929 (eight thousand nine hundred twenty nine) shares, representing a quorum of at least one half (50%) of the share capital as required by Article 67-1 (2) of the Luxembourg law on commercial companies (the "1915 Law"), are represented so that the meeting can validly decide on all the items of the agenda of which the shareholders expressly state having been duly informed beforehand.

III. The agenda of this extraordinary general meeting includes the following items:

1. Resolution on the liquidation of the Company;
2. Discharge (quitus) to the members of the board of directors for the execution of their mandates;
3. Appointment of an independent liquidation auditor („commissaire à la liquidation“)
4. Miscellaneous.

The extraordinary general meeting, after declaring itself duly convened, approves the statement of the chairman and continues with proceedings according to the agenda. After discussion, the extraordinary general meeting passes each of the following resolutions with the consent of the sole shareholder present or represented.

First resolution

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

Second resolution

The sole shareholder grants discharge to the directors of the Company for the execution of their mandates;

Third resolution

The sole shareholder resolves to appoint as sole liquidator of the Company and that the liquidator shall receive the powers and compensations as determined hereafter:

Alceda Fund Management S.A., represented by Mr Ralf ROSENBAUM, with professional address at 5, Heienhaff, L-1736 Senningerberg, RCSL B 123356.

The liquidator has the broadest powers as provided for by the law of 17 December 2010 as amended, as well as by articles 144 to 148 bis of the law of 10 August 1915 on commercial companies, as amended (the "1915 Law").

The liquidator may accomplish all the acts provided for by article 145 of the 1915 Law without requesting the authorization of the general meeting in the cases in which it is requested.

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

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

The liquidator shall be liable, both towards third parties and to the Company, for the execution of the mandate given to him hereby. The liquidator's signature binds validly and without limitation the Company in the process of liquidation.

The liquidator may distribute the Company's assets to the Company's shareholders in cash or in kind in his discretion.

Fourth resolution

The sole shareholder resolves to appoint PricewaterhouseCoopers, RCSL B 65.477, Réviseurs d'entreprises, 400, route d'Esch, B.P. 1443, L-1014 Luxembourg, as independent liquidation auditor („commissaire à la liquidation“).

Nothing else being on the agenda, and nobody rising to speak, the meeting was thereupon closed at 3 p.m.

Estimate of costs

The amount of expenses, costs, remunerations and charges in any form whatsoever which shall be borne by the Company as a result of the present deed is estimated to be approximately EUR nine hundred (900.-€) The undersigned notary who understands and speaks English, states herewith that on request of the appearing parties, the present deed is worded in English.

Whereof, the present notarial deed was drawn up in Senningerberg, 5 Heienhaff, on the day mentioned at the beginning of this document.

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

Signé: Jean-Claude MICHELS, Ole MARQUARDT, Pierre PROBST.

Enregistré à Diekirch, Le 27 juin 2014. Relation: DIE/2014/8212. Reçu soixante-quinze euros 75,00.-€.

Le Receveur pd (signé): Recken.

POUR EXPEDITION CONFORME, délivrée à la société sur demande et aux fins de publication au Mémorial.

Ettelbruck, le 9 juillet 2014.

Référence de publication: 2014099974/74.

(140119571) Déposé au registre de commerce et des sociétés de Luxembourg, le 11 juillet 2014.

Sphere SA SPF, Société Anonyme - Société de Gestion de Patrimoine Familial.

Siège social: L-2420 Luxembourg, 11, avenue Emile Reuter.

R.C.S. Luxembourg B 173.521.

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

Before Us, Maître Paul BETTINGEN, notary residing in Niederanven, Grand-Duchy of Luxembourg.

Was held

an Extraordinary General Meeting of the shareholders of SPHERE SA SPF, a Private Wealth management Company under the form of a joint stock company (société anonyme) having its registered office at 11 avenue Emile Reuter, L-2420 Luxembourg, registered with the Luxembourg trade and companies' register under section B and number 173521 incorporated by deed of the undersigned notary on 10 December 2012, published in the Mémorial C, Recueil des Sociétés et Associations number 226 on 30 January 2013 (the "Company").

The meeting is presided by Mr. Aurélien PROUST, private employee, with professional residence at 11 avenue Emile Reuter L-2420 Luxembourg,

who appointed as secretary Ms. Elisiana PEDONE, private employee, with professional residence at 11 avenue Emile Reuter L-2420 Luxembourg.

The meeting elected as scrutineer Mr. Aurélien PROUST, private employee, with professional residence at 11 avenue Emile Reuter L-2420 Luxembourg.

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

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

1.- To increase the Company's share capital from its amount of EUR 3,200,000 to an amount of EUR 3,900,000 by issue of 7,000 new shares having a nominal value of EUR 100 each vested with the same rights and obligations as the existing shares, entirely paid-in;

2.- Subscription of the 7,000 new shares by the Company's shareholders pro rata to their shareholding in the Company's share capital; - Fully payment in cash

3.- Subsequent amendment of article 5 §1 of the Company's statutes

4.- Miscellaneous.

II. That the shareholders present or represented, the attorney in fact of the represented shareholders and the number of her shares are shown on an attendance list; this attendance list, after having been signed by the shareholders or the proxyholder of the represented shareholders, has been controlled and signed by the board of the meeting.

The power of attorney of the represented shareholders, initialled "ne varietur" by the appearing parties and the notary, will remain annexed to the present deed and will be registered with it.

III. That the entire share capital being represented at the present Extraordinary General Meeting i.e. 32,000 registered shares and the shareholders present or represented declaring that they had due notice and got knowledge of the agenda prior to this Extraordinary General Meeting, no convening notices were necessary.

IV. That the present Extraordinary General Meeting, representing the entire share capital, is regularly constituted and may validly deliberate on all the items of the agenda.

Then the general meeting, after deliberation, takes unanimously the following resolutions:

First and second resolutions

The general shareholders' meeting unanimously resolves to increase the subscribed share capital of the Company in the amount of EUR 700,000 (seven hundred thousand euro) in order to bring its subscribed share capital from its current amount of EUR 3,200,000 (three million two hundred thousand euro) to EUR 3,900,000 (three million nine hundred thousand euro) by issuing of 7,000 (seven thousand) new shares each with a nominal value of EUR 100 (one hundred euros) each, vested with the same rights and obligations as the existing shares.

Subscription - Payment

The total of the 7,000 new shares are then subscribed by the Company's shareholders pro rata to their shareholding in the Company as follows:

(i) Mrs. EFTYCHIA KOUTSOURELI, residing in Kallithea, Greece, here represented by Mr Aurélien PROUST, prenamed, by virtue of a proxy given under private seal as mentioned hereabove, who declares to subscribe 4,200 newly issued shares and to pay up such shares by contribution in cash amounting to EUR 420,000 (four hundred and twenty thousand euro);

(ii) Mr. DIMITRIOS FESSAS, residing in Kallithea, Greece, here represented by Mr Aurélien PROUST, prenamed, by virtue of a proxy given under private seal as mentioned hereabove, who declares to subscribe 1,400 newly issued shares and to pay up such shares by contribution in cash amounting to EUR 140,000 (one hundred and forty thousand euro); and

(iii) Mrs. AIKATERINI FESSA, residing in Kallithea, Greece, here represented by Mr Aurélien PROUST, prenamed, by virtue of a proxy given under private seal as mentioned hereabove, who declares to subscribe 1,400 newly issued shares and to pay up such shares by contribution in cash amounting to EUR 140,000 (one hundred and forty thousand euro)..

All the shares have been fully paid-up in cash, so that the amount of EUR 700,000 (seven hundred thousand euro) is from now at the disposal of the Company, evidence of which has been given to the undersigned notary by a bank certificate.

Third resolution

As a result of the first resolution, the general shareholders' meeting unanimously resolves to amend Article 5 first paragraph of the Company's by-laws to be read as follows:

First paragraph Art. 5. "The subscribed share capital is set at EUR 3,900,000 (three million nine hundred thousand euro) consisting of 39,000 (thirty-nine thousand) shares with a par value of EUR 100 (one hundred euros) each".

There being no further business, the meeting is closed.

Declaration

The undersigned notary states in compliance with Article 32-1 of company law, as modified, that the conditions of Article 26 of this law have been observed.

Expenses

The amount of the expenses, remunerations and charges, in any form whatsoever, to be borne by the present deed are estimated to about EUR 2,000 (two thousand euro).

Powers

The appearing parties, acting in the same interest, do hereby grant power to any clerk and / or employee of the firm of the undersigned notary, acting individually, in order to document and sign any deed of amendment (typing error(s)) to the present deed.

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

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

The document having been read to the persons appearing all known to the notary by their names, first names, civil status and residences, the members of the board of the meeting signed together with the notary the present deed.

Suit la traduction française du texte qui précède

L'an deux mil quatorze, le huit juillet.

Par devant Maître Paul BETTINGEN, notaire de résidence à Niederanven,

S'est réunie:

L'assemblée générale extraordinaire des actionnaires de SPHERE SA SPF, une Société de gestion de Patrimoine Familial sous la forme d'une société anonyme, avec siège social au 11 avenue Emile Reuter, L-2420 Luxembourg, immatriculée au registre de commerce et des sociétés de Luxembourg sous la section B et le numéro 173521, constituée suivant acte reçu par le notaire instrumentant en date du 10 décembre 2012, publié au Mémorial C, Recueil des Sociétés et Associations numéro 226 du 30 janvier 2013 (la "Société").

L'assemblée est ouverte sous la présidence de Monsieur Aurélien PROUST, employé privé, demeurant professionnellement au 11 avenue Emile Reuter L -2420 Luxembourg,

qui désigne comme secrétaire Madame Elisiana PEDONE, employée privée, demeurant professionnellement au 11 avenue Emile Reuter L -2420 Luxembourg.

L'assemblée choisit comme scrutateur Monsieur Aurélien PROUST, employé privé, demeurant professionnellement au 11 avenue Emile Reuter L -2420 Luxembourg.

Le bureau ainsi constitué, le Président expose et prie le notaire instrumentant d'acter:

I. Que la présente assemblée générale extraordinaire a pour ordre du jour:

1.- Augmentation du capital social de la Société de son montant de EUR 3.200.000 au montant de EUR 3.900.000 par l'émission de 7.000 nouvelles actions d'une valeur nominale de EUR 100 chacune ayant les mêmes droits et obligations que les actions existantes, intégralement libérées;

2.- Souscription des nouvelles actions par les actionnaires de la Société au pro rata de leur participation dans le capital de la Société; -Libération intégrale en espèces.

3.- Modification en conséquence de l'article 5 §1 des statuts de la Société.

4.- Divers

II. Que les actionnaires présents ou représentés, le mandataire des actionnaires représentés, ainsi que le nombre d'actions qu'il détient sont indiqués sur une liste de présence; cette liste de présence, après avoir été signée par les actionnaires présents et/ou le mandataire des actionnaires représenté, a été contrôlée et signée par les membres du bureau.

Resteront annexées aux présentes les procurations des actionnaires représentés, après avoir été paraphées „ne varietur“ par les comparants et le notaire soussigné pour être soumises avec lui aux formalités de l'enregistrement.

III. Que l'intégralité du capital social étant présente ou représentée à la présente assemblée à savoir 32.000 actions nominatives, il a pu être fait abstraction des convocations d'usage, les actionnaires présents ou représentés se reconnaissant dûment convoqué et déclarant par ailleurs avoir eu connaissance de l'ordre du jour qui leur a été communiqué au préalable.

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

L'assemblée générale, après avoir délibéré, prend, à l'unanimité des voix, les résolutions suivantes:

Première et deuxième résolutions

L'assemblée générale décide à l'unanimité d'augmenter le capital souscrit de la Société d'un montant de EUR 700.000 (sept cent mille euros) pour porter son capital social de son montant actuel de EUR 3.200.000 (trois millions deux cent mille euros) à EUR 3.900.000 (trois millions neuf cent mille euros) par l'émission de 7.000 nouvelles actions d'une valeur nominale de EUR 100 (cent euros) chacune, ayant les mêmes droits et obligations que les actions existantes.

Souscription - Libération

Toutes les nouvelles 7.000 actions sont souscrites à l'instant par les actionnaires de la Société au pro rata de leur participation dans le capital de la Société comme suit:

- Madame EFTYCHIA KOUTSOURELI, demeurant à Kallithea, Grèce, ici représentée par Monsieur Aurélien PROUST, précité, en vertu d'une procuration donnée sous seing privé comme indiqué ci-avant qui déclare souscrire 4.200 actions nouvellement émises et les libérer par un apport en espèces s'élevant à EUR 420.000 (quatre cent vingt mille euros);

- Monsieur DIMITRIOS FESSAS, demeurant à Kallithea, Grèce, ici représenté par Monsieur Aurélien PROUST, précité, en vertu d'une procuration donnée sous seing privé comme indiqué ci-avant qui déclare souscrire 1.400 actions nouvellement émises et les libérer par un apport en espèces s'élevant à EUR 140.000 (cent quarante mille euros).

- Madame AIKATERINI FESSA, demeurant à Kallithea, Grèce, ici représentée par Monsieur Aurélien PROUST, précité, en vertu d'une procuration donnée sous seing privé comme indiqué ci-avant qui déclare souscrire 1.400 actions nouvellement émises et les libérer par un apport en espèces s'élevant à EUR 140.000 (cent quarante mille euros).

Toutes les actions sont libérées en espèces de sorte que le montant de EUR 700.000 (sept cent mille euros) est à la disposition de la Société ainsi qu'il en a été justifié au notaire instrumentant au moyen d'un certificat bancaire.

Troisième résolution

En conséquence des résolutions qui précèdent, l'assemblée décide de modifier l'article 5 §1 des statuts de la Société, lequel aura désormais la teneur suivante:

Paragraphe 1^{er} Art. 5. «Le capital souscrit est fixé à EUR 3.900.000 (trois millions neuf cent mille euros) représenté par 39.000 (trente-neuf mille) actions d'une valeur nominale de EUR 100 (cent Euros) chacune».

Toutes les résolutions qui précèdent ont été prises chacune séparément et à l'unanimité des voix.

L'ordre du jour étant épuisé, le Président prononce la clôture de l'assemblée.

Déclaration

Le notaire soussigné déclare conformément aux dispositions de l'Article 32-1 de la loi coordonnée sur les sociétés que les conditions requises pour l'augmentation de capital, telles que contenues à l'Article 26, ont été remplies.

Frais

Les frais, dépenses et rémunérations quelconques, incombant à la Société et mis à sa charge en raison des présentes, s'élèvent approximativement à la somme de deux mille euros (EUR 2.000).

Pouvoirs

Les comparants, agissant dans un intérêt commun, donnent par la présente pouvoir à tout clerc et/ou employé de l'étude du notaire soussigné, agissant individuellement, pour rédiger et signer tout acte de modification (faute(s) de frappe (s)) au présent acte.

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

Le notaire soussigné qui comprend et parle la langue anglaise, constate que sur demande des comparants, le présent acte de société est rédigé en langue anglaise, suivi d'une version française; sur demande des mêmes comparants, et en cas de divergences entre le texte français et le texte anglais, la version anglaise fera foi.

Et après lecture faite et interprétation donnée de tout ce qui précède à l'assemblée et aux membres du bureau, tous connus du notaire instrumentaire par leurs noms, prénoms, états et demeures, ces derniers ont signé avec Nous notaire le présent acte.

Signé: Aurélien Proust, Elisiana Pedone, Paul Bettingen.

Enregistré à Luxembourg, A.C., le 11 juillet 2014. LAC / 2014 / 32648. Reçu 75.-€.

Le Receveur (signé): Irène Thill.

- Pour copie conforme - délivrée à la société aux fins de publication au Mémorial, Recueil des Sociétés et Associations.

Senningerberg, le 16 juillet 2014.

Référence de publication: 2014106134/170.

(140126774) Déposé au registre de commerce et des sociétés de Luxembourg, le 21 juillet 2014.

SHCO 80 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 188.418.

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STATUTES

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

Before Maître Francis KESSELER, notary residing in Esch-sur-Alzette.

THERE APPEARED:

Intertrust (Luxembourg) S.à r.l., a société à responsabilité limitée incorporated and existing under the laws of Luxembourg, having its registered office at L-2453 Luxembourg, 6, rue Eugène Ruppert, registered with the Luxembourg trade registry under number B 103.123,

here represented by Mrs. Claudia Rouckert, employee, professionally residing in Esch-sur-Alzette,

by virtue of a proxy given under private seal.

The said proxy will remain attached to the present deed.

The appearer announced the formation of a company with limited liability ("société à responsabilité limitée"), governed by the relevant law and the present articles.

Art. 1. There is formed by those present a company with limited liability which will be governed by law pertaining to such an entity as well as by present articles.

Art. 2. The object of the corporation is the taking of participating interests, in whatsoever form in other, either Luxembourg or foreign companies, and the management, control and development of such participating interests.

The corporation may in particular acquire all types of transferable securities, either by way of contribution, subscription, option, purchase or otherwise, as well as realize them by sale, transfer, exchange or otherwise.

The corporation may borrow and grant any assistance, loan, advance or guarantee to companies in which it has a participation or in which it has a direct or indirect interest.

The corporation may carry out any commercial, industrial or financial operations, as well as any transactions on real estate or on movable property, which it may deem useful to the accomplishment of its purposes.

Art. 3. The company has been formed for an unlimited period.

Art. 4. The company will assume the name of “SHCO 80 S.à r.l.” a private limited liability company.

Art. 5. The registered office is established in the city of Luxembourg. It may be transferred to any other place in the Grand Duchy of Luxembourg by means of a resolution of an extraordinary general meeting of its members.

The address of the registered office may be transferred within the municipality by simple decision of the manager or in case of plurality of managers, by a decision of the board of managers.

Art. 6. The company’s corporate capital is fixed at EUR 12,500.- (twelve thousand five hundred euro) represented by 12,500 (twelve thousand five hundred) shares with a par value of EUR 1.- (one euro) each.

In addition to the corporate capital, there may be set up a premium account into which any premium paid on any share in addition to its par value is transferred. The amount of the premium account may be used to provide for the payment of any shares which the Company may redeem from its shareholders, to offset any net realised losses, to make distributions to the shareholders or to allocate funds to the legal reserve.

Art. 7. The capital may be changed at any time under the conditions specified by article 199 of the law concerning commercial companies.

Art. 8. Each share gives rights to a fraction of the assets and profits of the company in direct proportion to its relationship with the number of shares in existence.

Art. 9. The transfer of shares is stated in a notarial deed or by private deed. They are made in compliance with the legal dispositions. In case of a single shareholder, the Company’s shares held by the single shareholder are freely transferable.

In the case of plurality of shareholders, the shares held by each shareholder may be transferred by application of the requirements of article 189 of the Law.

Art. 10. The death, suspension of civil rights, insolvency or bankruptcy of one of the members will not bring the company to an end.

Art. 11. Neither creditors nor heirs may for any reason create a charge on the assets or documents of the company.

Art. 12. The company is administered by one or several managers, not necessarily members, appointed by the members.

Except if otherwise provided by the general meeting of members, in dealing with third parties the manager or managers have extensive powers to act in the name of the company in all circumstances and to carry out and sanction acts and operations consistent with the company’s object.

The Company will be bound in all circumstances by the signature of the sole manager or, if there is more than one, by the single signature of one of the managers, provided however that in the event the general meeting of shareholders has appointed different classes of Managers (namely class A Managers and class B Managers) the Company will only be validly bound by the joint signature of one class A Manager and one class B Manager.

One or more managers may participate in a meeting by means of a conference call or by any similar means of communication initiated from Luxembourg enabling thus several persons participating therein to simultaneously communicate with each other. Such participation shall be deemed equal to a physical presence at the meeting. Such a decision can be documented in a single document or in several separate documents having the same content signed by all the members having participated.

Any Manager may act at any meeting by appointing in writing by letter or by cable, telegram, facsimile transmission or e-mail another Manager as his proxy.

A written decision, signed by all the managers, is proper and valid as though it had been adopted at a meeting of the board of managers, which was duly convened and held. Such a decision can be documented in a single document or in several separate documents having the same content signed by all the members of the board of managers.

Art. 13. The manager or managers assume, by reason of their position, no personal liability in relation to commitment regularly made by them in the name of the company. They are simple authorised agents and are responsible only for the execution of their mandate.

Art. 14. Each member may take part in collective decisions irrespective of the numbers of shares which he owns. Each member has voting rights commensurate with his shareholding. Each member may appoint a proxy to represent him at meetings.

Art. 15. Collective decisions are only validly taken in so far as they are adopted by members owning more than half the share capital. However, resolutions to alter the articles and particularly to liquidate the company may only be carried by a majority of members owning three quarters of the company's share capital.

If the Company has only one member, his decisions are written down on a register held at the registered office of the Company.

Art. 16. The company's year commences on the first of January and ends on the thirty-first of December.

Art. 17. Each year on the thirty-first of December, the books are closed and the managers prepare an inventory including an indication of the value of the company's assets and liabilities.

Art. 18. Each member may inspect the above inventory and balance sheet at the company's registered office.

Art. 19. The receipts stated in the annual inventory, after deduction of general expenses and amortisation represent the net profit.

Five per cent of the net profit is set aside for the establishment of a statutory reserve, until this reserve amounts to ten per cent of the share capital. The balance may be used freely by the members.

The balance of the net profits may be distributed to the member(s) commensurate to his/ their share holding in the Company.

The manager or, in case of plurality of managers, the board of managers is authorized to decide and to distribute interim dividends at any time, under the following conditions:

1. The manager or, in case of plurality of managers, the board of managers will prepare an interim statement of accounts which are the basis for the distribution of interim dividends;

2. This interim statement of accounts shows that sufficient funds are available for distribution, it being understood that the amount to be distributed may not exceed realized profits as per the end of the last fiscal year, increased by carried forward profits and distributable reserves but decreased by carried forward losses and sums to be allocated to a reserve in accordance with the Law or these Articles.

Art. 20. At the time of the winding up of the company the liquidation will be carried out by one or several liquidators, members or not, appointed by the members who will fix their powers and remuneration.

Art. 21. The members will refer to legal provisions on all matters for which no specific provision is made in the articles.

Transitory Disposition

The first financial year commences this day and ends on the thirty-first of December two thousand and fourteen.

Subscription and payment.

The 12,500 (twelve thousand five hundred) shares are subscribed by the sole shareholder as follows:

Intertrust (Luxembourg) S. à r.l..

prenamed: 12,500 (twelve thousand five hundred) shares

The shares thus subscribed have been paid up by a contribution in cash of EUR 12,500 (twelve thousand five hundred euro) as has been proved to the undersigned notary.

Estimate of costs.

The parties estimate the value of formation expenses at approximately EUR 1,300.-.

Decisions of the sole shareholder

The shareholder has taken the following decisions.

1) Is appointed as manager of the company for an undetermined period:

Intertrust Management (Luxembourg) S.à r.l., having its registered office at, 6, rue Eugène Ruppert, L-2453 Luxembourg, registered with the Luxembourg trade registry under number B 103.336.

2) The registered office is established at L-2453 Luxembourg, 6, rue Eugène Ruppert.

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

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

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

Suit la traduction française du texte qui précède:

L'an deux mille quatorze, le trois juillet.

Pardevant Maître Francis KESSELER, notaire de résidence à Esch-sur-Alzette,

A comparu:

Intertrust (Luxembourg) S. à r.l., une société à responsabilité limitée constituée et existant selon les lois du Grand-Duché de Luxembourg, ayant son siège social à L-2453 Luxembourg, 6, rue Eugène Ruppert, enregistrée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 103.123

ici représentée par Mme. Claudia Rouckert, employée privée, demeurant professionnellement à Esch-sur-Alzette, en vertu d'une procuration donnée sous seing privé.

La prédite procuration restera annexée aux présentes.

Lequel comparant a requis le notaire instrumentant de documenter ainsi qu'il suit les statuts d'une société à responsabilité limitée qu'elle déclare constituer par les présentes:

Art. 1^{er}. Il est formé par les présentes une société à responsabilité limitée qui sera régie par les lois y relatives, ainsi que par les présents statuts.

Art. 2. La société a pour objet la prise de participations, sous quelque forme que ce soit, dans d'autres sociétés luxembourgeoises ou étrangères, ainsi que la gestion, le contrôle et la mise en valeur de ces participations.

Elle peut notamment acquérir par voie d'apport, de souscription, d'option, d'achat et de toute autre manière des valeurs mobilières de toutes espèces et les réaliser par voie de vente, cession, échange ou autrement.

La société peut emprunter et accorder aux sociétés dans lesquelles elle possède un intérêt direct ou indirect tous concours, prêts, avances ou garanties.

La société pourra faire en outre toutes opérations commerciales, industrielles et financières, tant mobilières qu'immobilières qui peuvent lui paraître utiles dans l'accomplissement de son objet.

Art. 3. La société est constituée pour une durée illimitée.

Art. 4. La société prend la dénomination de «SHCO 80 S.à r.l.», société à responsabilité limitée.

Art. 5. Le siège social est établi à Luxembourg-Ville.

Il peut être transféré en toute autre localité du Grand-Duché de Luxembourg, en vertu d'une décision de l'assemblée générale extraordinaire des associés.

L'adresse du siège sociale peut être déplacée à l'intérieur de la commune par simple décision du gérant, ou en cas de pluralité de gérants, du conseil de gérance.

Art. 6. Le capital social est fixé à EUR 12.500,- (douze mille cinq cents euros) représenté par 12.500 (douze mille cinq cents) parts sociales d'une valeur nominale de EUR 1.- (un euro) chacune.

En plus du capital social, un compte de prime d'émission peut être établi auquel toutes les primes payées sur une part sociale en plus de la valeur nominale seront transférées. L'avoir de ce compte de primes peut être utilisé pour effectuer le remboursement en cas de rachat des parts sociales des actionnaires par la Société, pour compenser des pertes nettes réalisées, pour effectuer des distributions aux actionnaires, ou pour être affecté à la réserve légale.

Art. 7. Le capital social pourra, à tout moment, être modifié dans les conditions prévues par l'article 199 de la loi concernant les sociétés commerciales.

Art. 8. Chaque part sociale donne droit à une fraction proportionnelle au nombre des parts existantes de l'actif social ainsi que des bénéfices.

Art. 9. Les cessions de parts sociales sont constatées par un acte authentique ou sous seing privé. Elles se font en conformité avec les dispositions légales afférentes. Dans l'hypothèse où il n'y a qu'un seul associé les parts sociales détenues par celui-ci sont librement transmissibles.

Dans l'hypothèse où il y a plusieurs associés, les parts sociales détenues par chacun d'entre eux ne sont transmissibles que moyennant l'application de ce qui est prescrit par l'article 189 de la Loi.

Art. 10. Le décès, l'interdiction, la faillite ou déconfiture de l'un des associés ne mettent pas fin à la société.

Art. 11. Les créanciers, ayants droit ou héritiers ne pourront pour quelque motif que ce soit, faire apposer des scellés sur les biens et documents de la société.

Art. 12. La société est administrée par un ou plusieurs gérants, associés ou non, nommés par l'assemblée des associés.

A moins que l'assemblée des associés n'en dispose autrement, le ou les gérants ont vis-à-vis des tiers les pouvoirs les plus étendus pour agir au nom de la société dans toutes les circonstances et pour faire ou autoriser les actes et opérations relatifs à son objet.

La Société est engagée en toutes circonstances par la signature du gérant unique ou, lorsqu'ils sont plusieurs, par la signature individuelle d'un des gérants, étant entendu que si l'assemblée générale des associés a désigné différentes classes de Gérants (à savoir des Gérants de classe A et des Gérants de classe B) la Société ne sera valablement engagée que par la signature conjointe d'un Gérant de classe A et d'un Gérant de classe B.

Un ou plusieurs gérants peuvent participer à une réunion des gérants par conférence téléphonique ou par des moyens de communication similaires à partir du Luxembourg de telle sorte que plusieurs personnes pourront communiquer simultanément. Cette participation sera réputée équivalente à une présence physique lors d'une réunion. Cette décision pourra être documentée par un seul document ou par plusieurs documents séparés ayant le même contenu et signé(s) par les gérants y ayant participé.

Tout gérant peut se faire représenter à toute réunion des gérants en désignant par écrit, par lettre ou par câble, télégramme, télécopie ou e-mail un autre gérant comme son mandataire.

Une décision écrite signée par tous les gérants sera aussi valable et efficace que si elle avait été prise lors d'une réunion du conseil dûment convoquée. Cette décision pourra être documentée par un seul document ou par plusieurs documents séparés ayant le même contenu et signé(s) par tous les membres du conseil de gérance.

Art. 13. Le ou les gérants ne contractent à raison de leur fonction, aucune obligation personnelle relativement aux engagements régulièrement pris par eux au nom de la société; simples mandataires, ils ne sont responsables que de l'exécution de leur mandat.

Art. 14. Chaque associé peut participer aux décisions collectives quel que soit le nombre de parts qui lui appartiennent. Chaque associé a un nombre de voix égal au nombre de parts sociales qu'il possède. Chaque associé peut se faire valablement représenter aux assemblées par un porteur de procuration spéciale.

Art. 15. Les décisions collectives ne sont valablement prises que pour autant qu'elles sont adoptées par les associés représentant plus de la moitié du capital social.

Toutefois, les décisions ayant pour objet une modification des statuts ou la liquidation de la société ne pourront être prises qu'à la majorité des associés représentant les trois quarts du capital social.

Si la société ne compte qu'un seul associé, ses décisions sont inscrites sur un registre tenu au siège social de la société.

Art. 16. L'année sociale commence le premier janvier et finit le trente et un décembre.

Art. 17. Chaque année, le trente et un décembre, les comptes sont arrêtés et le ou les gérants dressent un inventaire comprenant l'indication des valeurs actives et passives de la société.

Art. 18. Tout associé peut prendre au siège social de la société communication de l'inventaire et du bilan.

Art. 19. Les produits de la société constatés dans l'inventaire annuel, déduction faite des frais généraux et amortissements et charges, constituent le bénéfice net.

Sur le bénéfice net il est prélevé cinq pour cent (5%) pour la constitution d'un fonds de réserve jusqu'à ce que celui-ci ait atteint dix pour cent (10%) du capital social. Le solde est à la libre disposition de l'assemblée des associés.

Le solde des bénéfices nets peut être distribué aux associés en proportion avec leur participation dans le capital de la Société.

Le gérant ou, en cas de pluralité de gérants, le conseil de gérance est autorisé à décider et à distribuer des dividendes intérimaires, à tout moment, sous les conditions suivantes:

1. Le gérant ou, en cas de pluralité de gérants, le conseil de gérance préparera une situation intérimaire des comptes de la Société qui constituera la base pour la distribution des dividendes intérimaires;

2. Ces comptes intérimaires devront montrer des fonds disponibles suffisants afin de permettre une distribution, étant entendu que le montant à distribuer ne peut pas excéder les bénéfices réalisés à la clôture de l'exercice fiscal précédent, augmenté du bénéfice reporté et réserves distribuables et diminué des pertes reportées et montants alloués à la réserve légale, en conformité avec la Loi ou les présents statuts.

Art. 20. Lors de la dissolution de la société la liquidation sera faite par un ou plusieurs liquidateurs, associés ou non, nommés par les associés qui en fixeront les pouvoirs et émoluments.

Art. 21. Pour tout ce qui n'est pas prévu dans les présents statuts, les associés se réfèrent aux dispositions légales.

Disposition transitoire.

Le premier exercice commence le jour de la constitution et finit le trente et un décembre deux mille quatorze.

Souscription et libération.

Les 12.500 (douze mille cinq cents) parts sont souscrites par l'associé unique comme suit:

Intertrust (Luxembourg) S.à r.l., prédésignée: 12.500 (douze mille cinq cents) parts sociales

Toutes les parts ainsi souscrites ont été entièrement libérées par un apport en espèces de EUR 12.500,- (douze mille cinq cents euros), ainsi qu'il en est justifié au notaire soussigné.

Évaluation des frais

Le montant des frais, dépenses, rémunérations et charges sous quelque forme que ce soit qui incombent à la Société à raison de sa constitution est évalué approximativement à la somme de EUR 1.300,-.

Décisions de l'associé unique

Ensuite l'associé unique a pris les décisions suivantes:

1) Est nommé gérant pour une durée indéterminée:

Intertrust Management (Luxembourg) S. à r.l., ayant son siège social à 6, rue Eugène Ruppert, L-2453 Luxembourg, enregistrée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 103.336.

2) Le siège social de la société est fixé à L-2453 Luxembourg, 6, rue Eugène Ruppert.

DONT ACTE, fait et passé à Esch-sur-Alzette, date qu'en tête.

Le notaire soussigné, qui comprend et parle l'anglais, constate par le présent acte qu'à la requête de la partie comparante, le présent acte est rédigé en anglais suivi d'une version française; à la requête de la même partie comparante et en cas de divergences entre le texte anglais et le texte français, la version anglaise fera foi.

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

Signé: Rouckert, Kessler.

Enregistré à Esch/Alzette Actes Civils, le 07 juillet 2014. Relation: EAC/2014/9386. Reçu soixante-quinze euros 75,00 €.

Le Receveur ff. (signé): M. Halsdorf.

POUR EXPEDITION CONFORME.

Référence de publication: 2014099441/251.

(140118113) Déposé au registre de commerce et des sociétés de Luxembourg, le 10 juillet 2014.

H & H Management S.à.r.l., Société à responsabilité limitée.

Siège social: L-1466 Luxembourg, 4, rue Jean Engling.

R.C.S. Luxembourg B 164.682.

Extrait de la résolution du gérant unique en date du 15 juin 2014

Il résulte de la décision du gérant unique qu'il est convenu ce qui suit:

Transfert du siège social de la société du 6, rue Jean Engling, L-1466 Luxembourg au 4, rue Jean Engling, L-1466 Luxembourg avec effet au 15 juin 2014.

L'adresse professionnelle du gérant, Maria Tkachenko a changé:

- ancienne adresse: 6, rue Jean Engling, L-1466, Luxembourg;

- nouvelle adresse: 4, rue Jean Engling, L-1466, Luxembourg.

Luxembourg, le 14.07.2014.

Référence de publication: 2014103210/15.

(140122219) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 juillet 2014.

Meneghetti Groupe S.A., Société Anonyme.

Siège social: L-2449 Luxembourg, 30, boulevard Royal.

R.C.S. Luxembourg B 100.126.

Il résulte du procès-verbal de l'Assemblée Générale Annuelle qui s'est tenue à Luxembourg en date du 15 juillet 2014, que l'Assemblée a pris, entre autres, la résolution suivante:

Sixième résolution:

L'assemblée générale décide de révoquer Madame Francesca DOCCHIO de sa fonction de commissaire aux comptes avec effet immédiat et décide de nommer en remplacement la société FINSEV S.A., 5, avenue Gaston Diderich L-1420 Luxembourg.

Le mandat ainsi conféré du nouveau commissaire aux comptes prendra fin lors de l'Assemblée Générale qui se tiendra en 2017.

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

Référence de publication: 2014102399/16.

(140122762) Déposé au registre de commerce et des sociétés de Luxembourg, le 16 juillet 2014.

**Tikehau Investment S.C.S., SICAV-SIF, 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 190.099.

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STATUTES

In the year two thousand fourteen, on the ninth day of the month of September.

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

there appeared:

1. Tikehau General Partner S.à r.l., a limited liability company (société à responsabilité limitée) incorporated and organised under the laws of Luxembourg, and having its registered office 5, allée Scheffer, L-2520 Luxembourg, not yet registered with the Luxembourg Register of Trade and Companies, represented by Mr. Frédéric Pelé, Avocat, residing professionally in Luxembourg, Grand Duchy of Luxembourg, by virtue of three proxies given on 1 and 5 August 2014; and

2. Tikehau Capital Partners UK Limited, a private limited liability company incorporated under the laws of England, with registered office at 35, King Street, EC2V 8EH London, England, registered with the Companies House under number 08597849, represented by Mr. Frédéric Pelé, Avocat, residing professionally in Luxembourg, Grand Duchy of Luxembourg, by virtue of two proxies given on 1 and 20 August 2014,

The aforementioned proxies, initialed "ne varietur" by the proxy holder and the undersigned notary, will remain attached to the present deed to be filed at the same time with the registration authorities.

Such appearing parties, acting in their above-stated capacity, have requested the notary to draw up as follows the deed of formation of a common limited partnership (société en commandite simple) which it hereby declares to organize and of which it has agreed the limited partnership agreement as follows:

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The following limited partnership agreement (the "Limited Partnership Agreement" or the "LPA") has been entered into on the twenty-fifth day of August 2014

BETWEEN:

A. Tikehau General Partner S.à r.l., a Luxembourg 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 5, allée Scheffer, L-2520 Luxembourg, Grand Duchy of Luxembourg and not yet registered with the Luxembourg Register of Trade and Companies (the "General Partner"); and

B. Tikehau Capital Partners UK Limited, a private limited liability company incorporated under the laws of England, with registered office at 35, King Street, EC2V 8EH London, England, registered with the Companies House under number 08597849 (the "Limited Partner").

Such parties hereby agree the terms of the constitution of a common limited partnership (société en commandite simple) under the laws of the Grand Duchy of Luxembourg.

THE PARTIES AGREE AS FOLLOWS:

1. Definitions.

1.1 In the LPA, the following terms shall have the meaning set out below:

"Accounting Currency"	the currency of consolidation of the Fund as specified in Clause 6.8
"Advisory Committee"	means the advisory committee in respect of a Sub-Fund, if any, as established by the General Partner, comprised principally of representatives of Limited Partners, the specifics of which are set out in the Offering Memorandum
"Affiliate"	in relation to any Person, any Person directly or indirectly controlling, controlled by, or under common control with, such Person
"AIFM"	such entity that may act as the alternative investment fund manager of the Fund in accordance with the AIFM Directive and the Law of 12 July 2013 as more fully described in Clause 20
"AIFM Directive"	the European directive 2011/61/EU of the European Parliament and of the Council of 8 June 2011 on alternative investment fund managers and amending directive 2003/41/EC and 2009/65/EC and regulations (EC) No 1060/2009 and (EU) No 1095/2010, as amended or replaced from time to time
"AIFM Regulation"	Commission Delegated Regulation (EU) No 231/2013 of 19 December 2012 supplementing Directive 2011/61/EU of the European Parliament and of the Council with regard to exemptions, general operating conditions, depositaries, leverage, transparency and supervision, as amended or replaced from time to time
"Board"	the board of managers of the General Partner
"Bank Business Day"	each day on which the banks are open for business in Luxembourg for the full day (excluding Saturdays, Sundays, public holidays and bank holidays)
"Carried Interest"	has the meaning ascribed to it in the Investment Memorandum
"Carried Interest Entitled Partners"	means the Carried Interest vehicle and any Tikehau entity entitled to participate in the Carried Interest; in addition to their capital contribution, the Carried Interest Entitled Partners are obliged to make immaterial contributions such as their knowhow, contacts and network to the Fund
"Central Administration"	such entity that may be appointed as the central administration agent and registrar and transfer agent of the Fund, as disclosed in the Investment Memorandum

"Class"	any class of LP Interests that may be available in each Sub-Fund, the assets of which shall be commonly invested according to the investment objective and policy of that Sub-Fund, and which may carry different features as further detailed in the Investment Memorandum
"Clause"	a clause of this LPA
"Closing"	a date determined by the General Partner by which Subscription Agreements in relation to the issuance of LP Interests in the Fund will be received and on which they are accepted by the General Partner
"Commitment"	the commitment of an Investor to subscribe for LP Interests in a particular Sub-fund and to pay for them within the time limits and under the terms and conditions set forth in the Investment Memorandum and summarised in such Investor's Subscription Agreement and the relevant Funding Notice
"CSSF"	the Luxembourg supervisory authority for the financial sector, the Commission de Surveillance du Secteur Financier, or any successor authority thereto
"Defaulting Investor"	an Investor declared as such by the General Partner in accordance with Clause 9.3 and the Investment Memorandum
"Depository"	such bank or other credit institution within the meaning of the Luxembourg law of 5 April 1993 relating to the financial sector, as amended from time to time, that may be appointed as depository and paying agent of the Fund, as disclosed in the Investment Memorandum
"Drawdown"	the drawing of all or part of the Commitments by the General Partner pursuant to the terms of a Funding Notice
"EUR" or "Euro"	means the lawful currency of the member states of the European Union that have adopted the single currency in accordance with the Treaty on the Functioning of the European Union, as amended
"Fair Market Value"	means the value as determined by the General Partner utilising any reasonable valuation methodology based on arm's length principles to evaluate the price which in the ordinary course of business would be achievable at a specific date by buyers and sellers in an open market
"Fair Value"	the price as determined dynamically as at a specific date by buyers and sellers in an open and liquid market
"Fund"	Tikehau Investment S.C.S., SICAV-SIF, a Luxembourg investment company with variable capital - specialised investment fund (société d'investissement à capital variable - fond d'investissement spécialisé) incorporated as a limited partnership (société en commandite simple) governed by Part II of the Law of 13 February 2007; for the purpose of this Investment Memorandum, "Fund" shall also mean, where applicable, the General Partner acting on behalf of the Fund
"Funding Notice"	a notice whereby the General Partner informs each Investor of a Drawdown and requests the relevant Investors to pay to the relevant Sub-fund whole or part of the remaining balance of their Commitments. The right to issue a Funding Notice, and to receive payment in relation thereto, may be assigned to one or more lenders (or its or their agent) under a Subscription Facility. In such circumstance the lender(s) under such Subscription Facility may be authorised to issue Funding Notices directly to the Investors
"General Partner"	Tikehau General Partner S.à r.l., in its capacity as general partner (gérant) of the Fund
"General Partner Interest" or "GP Interest"	the unlimited partnership interest held by the General Partner in the Fund in its capacity as Unlimited Partner
"IFRS"	International Financial Reporting Standards
"Indemnified Parties"	has the meaning given to such term in Clause 41 of this LPA
"Interest"	a partnership interest in the Fund, including the GP Interest held by the General Partner and the LP Interests held by the Limited Partners. Interests will be issued under the form of securities (titres) within the meaning of article 16(1) of the Law of 10 August 1915
"Investor"	a Well-Informed Investor, whose Subscription Agreement has been accepted by the General Partner; for the avoidance of doubt, the term "Investor" shall include, where appropriate, a Limited Partner
"Investment Memorandum"	the confidential investment memorandum of the Fund, as amended or supplemented from time to time
"Law of 10 August 1915"	the Luxembourg law of 10 August 1915 relating to commercial companies, as

	amended or replaced from time to time
"Law of 13 February 2007"	the Luxembourg law of 13 February 2007 relating to specialised investment funds, as amended or replaced from time to time
"Law of 17 December 2010"	the Luxembourg law of 17 December 2010 relating to undertakings for collective investment, as amended or replaced from time to time
"Law of 12 July 2013" or "AIFM Law"	the Luxembourg law of 12 July 2013 relating to alternative investment fund managers, as amended or replaced from time to time
"Limited Partner"	a holder of LP Interests, whose liability is limited to the amount of its investment in the relevant Sub-Fund
Limited Partnership Agreement" or "LPA"	the present limited partnership agreement (contrat social), as amended or supplemented from time to time
"Limited Partnership Interest" or "LP Interest"	a limited partnership interest (part d'intérêt de l'associé commanditaire) in the capital of a Sub-Fund and issued in a particular Class
"Luxembourg GAAP"	means the generally accepted accounting principles in Luxembourg, as the same may be amended from time to time
"Management Fee"	the management fee calculated and payable by the Fund in accordance with the Investment Memorandum
"Manager"	a member of the Board
"Market Value"	the price as determined by buyers and sellers in an open market. In case of any dispute regarding the fair market value of an asset, this shall be determined in good faith by the AIFM
"Net Asset Value" or "NAV"	the net asset value, as determined in accordance with Clause 13 hereof
"Partner"	a holder of one or more Interests, i.e. a Limited Partner or the General Partner in its capacity as Unlimited Partner, as the case may be
"Person"	any individual, corporation, limited liability company, trust, partnership, estate, limited liability partnership, unincorporated association or other legal entity
"Prohibited Person"	any Person, if in the sole opinion of the General Partner, the holding of Interests by such Person may be detrimental to the interests of the existing Investors, the relevant Sub-fund or of the Fund, if it may result in a breach of any law or regulation, whether Luxembourg or otherwise, or if as a result thereof the Fund or the Sub-fund may become exposed to tax or other regulatory disadvantages (including, without limitation, causing the assets of the Fund or of the Sub-fund to be deemed to constitute "plan assets" for purposes of the US Department of Labor Regulations under ERISA), fines or penalties that it would not have otherwise incurred; the term "Prohibited Person" includes any Investor which does not meet the definition of Well-Informed Investor and any categories of Well-Informed Investors as may be determined by the General Partner as well as any US Person
"Redemption Day"	unless otherwise provided for a particular Sub-fund in the Investment Memorandum, the last day of each calendar quarter and such other day as may be determined by the General Partner in its entire discretion. If such day is not a Bank Business Day, the Redemption Day shall be the next Bank Business Day
"Redemption Price"	the price at which the LP Interests are redeemed as further described in Clause 11
"Reference Currency"	the currency in which the Net Asset Value of a particular Sub-fund is denominated, as specified in the Investment Memorandum
"Subscription Agreement"	the subscription agreement entered into between an Investor and the Fund by which: (a) the Investor commits himself to subscribe for LP Interests in a particular Sub-fund for a certain maximum amount, which amount will be payable to the Sub-fund in whole or in part when the Investor receives a Funding Notice; (b) the Fund commits itself to issue LP Interests in a particular Sub-fund to the relevant Investor to the extent that such Investor's Commitment is called up and paid; and (c) the Investor makes certain representations and give certain warranties to the Fund
"Sub-fund"	any sub-fund of the Fund, the details of which are specified in the relevant Appendix of the Investment Memorandum and, where the context so requires, the term "Sub-fund" shall mean the General Partner acting on behalf of a particular Sub-fund
"Subsidiary"	any local or foreign corporation or partnership or other entity (including for the avoidance of doubt any wholly-owned Subsidiary): (a) which is controlled by the Fund; and

	(b) in which the Fund holds more than 50% of the share capital; and (c) which meets the following conditions: i. it does not have any activity other than the holding of investments which qualify under the Investment Objective and Investment Policy of the Fund; and ii. the equity of such Subsidiary is shown as fair value in the annual accounts of the Fund. any of the above mentioned local or foreign corporations or partnerships or other entities shall be deemed to be "controlled" by the Fund if (i) the Fund holds in aggregate, directly or indirectly, more than 50% of the voting rights in such entity or controls more than 50% of the voting rights pursuant to an agreement with the other shareholders or (ii) the majority of the managers or board members of such entity are members of the Board or of any Affiliates of the General Partner, except to the extent that this is not practicable for tax or regulatory reasons or (iii) the Fund has the right to appoint or remove a majority of the members of the managing body of that entity
"Undrawn Commitment"	the portion of a Commitment which has not yet been drawn down and paid in to the Sub-fund
"Unlimited Partner"	the General Partner as holder of the GP Interest and unlimited partner (associé commandité) of the Fund, liable without any limits for any obligations that cannot be met out of the assets of the Fund
"US"	United States of America, its territories or possessions or areas subject to its jurisdiction
"US Person"	any person qualifying as US Person under Rule 902 of Regulation S of the United States Securities Act
"Valuation Day"	unless otherwise provided for in a particular Sub-Fund Appendix of the Investment Memorandum, the last day of each calendar quarter and such other day as may be determined by the General Partner for the purpose of calculating the Net Asset Value per Interests of any Sub-fund and/or any Class of Interest in accordance with the LPA
"Well-Informed Investor"	means any investor who qualifies as well-informed investor in accordance with the provisions of article 2 of the Law of 13 February 2007, with the exclusion of natural persons, and in particular: (a) institutional investors; (b) professional investors; and (c) any other entity who fulfils the following conditions: (i) it declares in writing that it adheres to the status of well-informed investor and invests a minimum of EUR 125,000 in the Fund; or (ii) it declares in writing that it adheres to the status of well-informed investor and provides an assessment made by a credit institution within the meaning of Directive 2006/48/CE, by an investment firm within the meaning of Directive 2004/39/CE, or by a management company within the meaning of Directive 2009/65/CE, certifying its expertise, experience and knowledge in adequately appraising an investment in the Fund; The afore-mentioned conditions do not apply to the managers of the General Partner and any other person intervening in the management of the Fund.

1.2 The headings of this LPA do not affect its interpretation or construction.

Chapter I. Form, Name, Registered office, Object, Duration

2. Form - Name.

2.1 There is hereby established among the General Partner in its capacity as Unlimited Partner, the founding Limited Partner and all persons who may become Partners and hold Interests, a Luxembourg limited partnership (société en commandite simple) qualifying as an investment company with variable capital - specialised investment fund (société d'investissement à capital variable - fonds d'investissement spécialisé), which will be governed by the Luxembourg laws pertaining to such an entity, and in particular the Law of 10 August 1915 and the Law of 13 February 2007, as well as by the present LPA.

2.2 The Fund exists under the name of "Tikehau Investment S.C.S., SICAV-SIF".

3. Registered office.

3.1 The registered office of the Fund is established in the City of Luxembourg.

3.2 The General Partner is authorised to transfer the registered office of the Fund within the City of Luxembourg.

3.3 The registered office may be transferred to any other place in the Grand Duchy of Luxembourg by means of a resolution of the Partners deliberating in the manner provided for any amendment to this LPA.

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

4. Object.

4.1 The object of the Fund is to collectively invest the funds available to it in a wide range of securities and other assets eligible under the Law of 13 February 2007, for the benefit of the Partners while reducing investment risks through diversification.

4.2 The Fund may take any measures and carry out any transaction, which it may deem useful for the fulfilment and development of its purpose to the largest extent permitted under the Law of 13 February 2007 and in particular and without limitation, make investments, either directly or indirectly.

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

Chapter II. Capital, Interests

6. Capital.

6.1 The minimum subscribed capital of the Fund shall be, as required by the Law of 13 February 2007, the equivalent in any currency of one million two hundred and fifty thousand Euro (EUR 1,250,000). This minimum must be reached within a period of twelve (12) months following the authorisation of the Fund by the CSSF.

6.2 The capital of the Fund shall be represented by fully paid up Interests of no par value and shall at all times be equal to the Net Asset Value of the Fund as defined in Clause 13 hereof. The capital of the Fund shall be increased or decreased as a result of the issue by the Fund of new fully paid-up Interests of no par value or the repurchase by the Fund of existing Interests from the Partners.

6.3 The initial capital of the Fund is set at eleven thousand Euros (EUR 11,000.-) represented by:

a) one (1) fully paid-up GP Interest of no par value held by the General Partner in its capacity as Unlimited Partner; and

b) one (1) fully paid-up LP Interest of no par value held by the Limited Partner.

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

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

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

6.7 The proceeds of the issue of each Class of LP Interests of a given Sub-Fund shall be invested, in accordance with Clause 4, in securities of any kind and other assets permitted by the Law of 13 February 2007, pursuant to the investment objective and policy determined by the General Partner for the Sub-Fund established in respect of the relevant Class(es) of LP Interests, subject to the investment restrictions provided by law or determined by the General Partner.

6.8 The Accounting Currency of the Fund is the Euro. For the purpose of determining the capital of the Fund, the net assets attributable to each Sub-Fund shall, if not denominated in EUR, be converted into EUR and the capital shall be the aggregate of the net assets of all Sub-Funds.

7. Fair and preferential treatment of partners.

7.1 Under the conditions set forth in Luxembourg laws and regulations, each Investor should note that one or more Investors of different Class of a Sub-Fund may obtain a preferential treatment as regards, among others, the fees to be paid, the various reports and information to be received, the right to be consulted and or represented in advisory and/or other committees to be established by the Fund or the General Partner, and the co-investment opportunities granted to each Investor.

7.2 Further details on any such preferential treatment, including the type(s) of Investors who may obtain such preferential treatment will be made available to all Investors at the registered office of the Fund during usual business hours.

8. Form of the interests.

8.1 The Fund shall issue fully paid-in Interests in uncertificated registered form only. The Interests shall be issued under the form of securities (titres) within the meaning of article 16(1) of the Law of 10 August 1915.

8.2 The Fund shall keep a register of the Partners, in accordance with the provisions of article 16(6) of the Law of 10 August 1915.

8.3 All issued Interests of the Fund shall be registered in the register of Partners which shall be kept by the Fund or by one or more entities designated thereto by the Fund and under the Fund's responsibility, and such register shall contain, inter alia, the name of each owner of Interests, his registered office as indicated to the Fund as well as the number and the Class of Interests held by him as further detailed in the Law of 10 August 1915.

8.4 The inscription of the Partner's name in the register of Partners evidences his right of ownership of such registered Interests. The Fund shall normally not issue certificates for such inscription, but each Partner shall receive a written confirmation of his participation in the Fund.

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

8.6 Subject to the provisions of Clauses 9.3a) and 10 hereof, any transfer of Interests shall be entered into the register of Partners in accordance with the provisions of article 16(6) of the Law of 10 August 1915; such inscription shall be signed by the General Partner or by one or more other persons duly authorised thereto by the General Partner. For the avoidance of doubt, any transfer of Interest will also comply with the notification and, where applicable, publication formalities prescribed by article 21 of the Law of 10 August 1915.

8.7 Limited Partners shall provide the Fund with an address to which all notices and announcements may be sent. Such address will also be entered into the register of Partners.

9. Issue and subscription of LP interests.

9.1 Issue of LP Interests

a) The General Partner of the Fund is authorised, without limitation, to issue new LP Interests of any Class in any Sub-Fund at any time without reserving for existing Limited Partners a preferential right to subscribe for the LP Interests to be issued.

b) The General Partner may, at any time, issue additional Classes of LP Interests in each Sub-Fund, which may differ, inter alia, in their distribution policy, their fee structure, their minimum initial commitment and holding amounts or their target investors. Those Classes of LP Interests will be issued in accordance with the requirements of the Law of 13 February 2007 and the Law of 10 August 1915.

c) The acceptance of new Investors and the issue of LP Interests to such Investors shall be subject to the decision of the General Partner only.

d) The General Partner may impose restrictions on the frequency with which LP Interests are issued; the General Partner may, in particular, decide that LP Interests in any Class shall only be issued with regard to one or more Closings or offering periods or at such other frequency as provided for in the Investment Memorandum and that LP Interests will only be issued to Well-Informed Investors having entered into a Subscription Agreement containing, inter alia, an irrevocable commitment and application to subscribe, during a certain period, for LP Interests for a total amount as determined in the Subscription Agreement.

e) Furthermore, the General Partner may impose conditions on the issue of LP Interests (including without limitation the execution of such subscription documents and the provision of such information as the General Partner may determine to be appropriate) and may fix a minimum subscription amount to be initially committed and/or a minimum amount for any additional investment as well as a minimum holding amount that any Limited Partner is required to comply with at any time. The General Partner may also, in respect of LP Interests of any one Class and Sub-Fund, levy an issuing commission and has the right to waive partly or entirely this subscription charge. Any conditions to which the issue of LP Interests may be submitted will be detailed in the Investment Memorandum.

f) The issue price at which LP Interests will be offered will be determined by the General Partner and disclosed in the Investment Memorandum. In particular, the General Partner may fix an initial day or initial period during which the LP Interests of any one given Class will be issued at a fixed price, plus any actualisation interests, applicable fees, commissions and costs, as determined by the General Partner and provided for in the Investment Memorandum. Whenever the Fund offers LP Interests of any given Class after that initial subscription day or initial subscription period for such Class, LP Interests shall be issued at the latest available Net Asset Value per LP Interests of the relevant Class, as determined in compliance with Clause 13 hereof, plus any applicable fees, commissions and costs and/or charges as determined by the General Partner and disclosed in the Investment Memorandum. For the avoidance of doubt, however, no LP Interests of any Class and Sub-Fund will be issued by the Fund during any period in which the determination of the Net Asset Value of the LP Interests of the relevant Class is suspended by the General Partner, as noted in Clause 13.2 hereof. In the event the determination of the Net Asset Value per Interest of any Class is suspended, any pending subscriptions of LP Interests of the relevant Class will be carried out on the basis of the next following Net Asset Value per Interest of the relevant Class as determined in respect of the Valuation Day following the end of the suspension period.

g) LP Interests shall be allotted only upon acceptance of the subscription and payment of the issue price. The issue price must be received before the issue of the LP Interests. The payment will be made under the conditions and within the time limits as determined by the General Partner and described in the Investment Memorandum.

h) The Fund will not issue LP Interests as consideration for a contribution in kind.

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

9.2 Restrictions to the Subscription for LP Interests

a) The LP Interests may only be subscribed by Well-Informed Investors.

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

9.3 Default provisions

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

b) If the Investor fails to remedy such default (by payment of the principal plus the interests) within 5 Bank Business Days after the date the payment was due, the Investor shall be in default (the "Defaulting Investor") and shall:

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

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

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

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

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

(c) redeem the LP Interests of the Defaulting Investor upon payment to such Defaulting Investor of an amount equal to 85% of the most recent Net Asset Value of its LP Interests; and/or, at its discretion

(d) provide the other (non-defaulting) Investors in the Sub-fund with a right to purchase the LP Interests of the Defaulting Investor, in accordance with the following provisions:

(i) The General Partner shall, within ten (10) Bank Business Days of the day on which the relevant Investor has been declared a Defaulting Investor, offer the LP Interests of the Defaulting Investor (the "Offered Defaulting LP Interests") to the other Investors (the "Other Investors") in proportion to the respective amounts of Commitment given by each Other Investor. The Offered Defaulting LP Interests shall be offered at a price per LP Interests equal to 85% of their most recent Net Asset Value and the offer shall be open for acceptance by the Other Investors for a period of twenty (20) Bank Business Days (the "Offer Period").

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

(iii) If not all the Other Investors accept the offer in full, the Excess Offered Defaulting LP Interests shall be sold to those Other Investors which have indicated a willingness to purchase further Offered Defaulting LP Interests pursuant to the preceding paragraph as follows:

(A) if the Other Investors have offered to acquire a number of LP Interests which is greater than the number of Offered Defaulting LP Interests, the Excess Offered Defaulting LP Interests shall be purchased by the relevant Other Investors pro rata to the number of Offered Defaulting LP Interests proposed to be acquired by each of them in excess of their pro rata share, subject always to a cap equal for each Other Investor to the number of Offered Defaulting LP Interests proposed to be acquired by such Other Investor.

(B) if not all of the Offered Defaulting LP Interests (including the Excess Offered Defaulting LP Interests) are purchased by the Other Investors as provided for in this paragraph, then the remaining Offered Defaulting LP Interests may be treated as redeemed Interests in accordance with paragraph (c) above.

(iv) Any amounts invested by an Investor in Offered Defaulting LP Interests pursuant to this Section (d) will not be deducted from the relevant Investor's Undrawn Commitment, but will be invested by such Investor in addition to its Commitment.

d) The General Partner may decide on other solutions as far as legally allowed (including, but not limited to, any legal proceedings aimed at obtaining payment by the Defaulting Investor of its Commitment due and payable), if it believes such solutions to be more adequate to the situation. The General Partner may, in its discretion but having regard to the interests of the other investors, waive any of these remedies against a Defaulting Investor.

e) The General Partner shall not be required to advance to the Fund any amount in circumstances where an Investor fails to advance the drawn portion of its Commitment after the payment due date of the applicable Funding Notice.

10. Transfer of interests.

10.1 Transfer of GP Interest

a) The transfer restrictions as set forth in Clause 10.2 shall not apply to the transfer of the GP Interest.

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

c) Any transfer of the GP Interests shall be registered in the register of Partners in accordance with the provisions of article 16(6) of the Law of 10 August 1915 and will also comply with the notification and publication formalities prescribed by article 21 of the Law of 10 August 1915.

d) Upon the removal of the General Partner and/or the appointment of a new general partner, the General Partner shall forthwith transfer its GP Interests to the newly appointed general partner as per the conditions set out in Clause 15.

10.2 Transfer of LP Interests and Undrawn Commitments

a) LP Interests and Undrawn Commitments may only be transferred to Well-Informed Investors. LP Interests and Undrawn Commitments may not be transferred to Prohibited Persons.

b) LP Interests and Undrawn Commitments may not be transferred by a Partner to any transferee without the prior written consent of the General Partner, which consent may not be unreasonably withheld subsequent to the receipt of a confirmation by each of the transferor and transferee with representation and guarantee that the proposed transfer does not violate the applicable laws and regulations. The General Partner may also request the transferor and transferee to provide the General Partner with a legal opinion to that effect. The General Partner will have the right to withhold its consent to any transfer which may result in adverse legal, tax or other consequences (as determined by the General Partner in its sole discretion).

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

10.3 General Provisions applicable to all transfers of LP Interests

a) Transfers of LP Interests shall not be subject to the approval of the Limited Partners.

b) Any transfer of LP Interest(s) shall be registered in the register of Partners in accordance with the provisions of article 16(6) of the Law of 10 August 1915 and will also comply with the notification formalities prescribed by article 21 of the Law of 10 August 1915.

11. Redemption of LP interests.

11.1 Unless otherwise provided in respect of a particular Sub-fund in the Investment Memorandum, Sub-funds are of the open-ended type and launched for an unlimited duration. In Sub-funds of the open-ended type, the LP Interests may be redeemed upon request by the Limited Partners in accordance with the redemption procedures provided for herein and in the Investment Memorandum.

11.2 Sub-funds which are of the closed-ended type, as disclosed in the Investment Memorandum, will be launched for a limited duration and LP Interests may not be redeemed upon the request of the Limited Partners. The Investment Memorandum may, in respect of such Sub-funds, provide for specific exit strategies. Notwithstanding any other provision of this Limited Partnership Agreement, the General Partner may in its sole discretion permit the redemption of the LP Interests of the founding Limited Partners at a price equal to the amount paid at the formation of the Fund.

11.3 Any holder of LP Interests in a Sub-fund of the open-ended type may request the redemption of all or part of its LP Interests by the Fund, under the terms and procedures set forth by the General Partner in the Investment Memorandum and within the limits provided by law and this Limited Partnership Agreement.

11.4 In any case, the right of any Limited Partner to require the redemption of its LP Interests will be suspended during any period in which the determination of the Net Asset Value of the relevant Class and/or Sub-fund is suspended by the Fund pursuant to Article 13.2.

11.5 The Redemption Price shall be paid within a period of time determined by the General Partner and set forth in the Investment Memorandum, provided that the LP Interests transfer documents have been received by the Fund.

11.6 The General Partner may waive notice requirements or permit redemptions in such other circumstances and under such conditions as it deems appropriate in its sole discretion.

11.7 Payment of redemption proceeds may be withheld as long as all necessary information have been received by General Partner, the Central Administration or any other duly appointed agent of the General Partner.

11.8 Payment of the Redemption Price to Limited Partners will be made either in cash, in kind or both. Payments in cash will be made in the Reference Currency of the relevant Class or Sub-fund.

11.9 Payment in kind will be made at the discretion of the General Partner but with the consent of the Limited Partner concerned, in compliance with the conditions set forth by Luxembourg law, notably the obligation to deliver a valuation report from an auditor qualifying as a réviseur d'entreprises agréé, by allocating to such Limited Partner assets of the relevant Sub-fund equal in value (as calculated in the manner described in Article 13), as of the Valuation Day with respect to which the Redemption Price is calculated, to the Net Asset Value of the LP Interests to be redeemed less any applicable redemption fee, dilution levy and/or application of the swing pricing mechanism, as the case may be. The nature and type of assets to be transferred in such case shall be determined on a fair and reasonable basis and without prejudicing the interests of the redeeming Limited Partner and/or other Shareholders of the relevant Class(es). The cost of such transfer of assets shall be borne by the transferee.

11.10 If as a result of any request for redemption, the number or the aggregate Net Asset Value of the LP Interests held by any Limited Partner in any Class and/or Sub-fund would fall below such number or such value as determined by the General Partner and disclosed in the Investment Memorandum, the Fund may decide that this request be treated as a request for redemption for the full balance of such Limited Partner's holding of LP Interests in such Class and/or Sub-fund.

11.11 Further, if on any Valuation Day redemption requests pursuant to this Article 11 exceed a certain level determined by the General Partner in relation to the number of LP Interests in issue of a specific Class and/or Sub-fund, the General Partner may decide that part or all of such requests for redemption will be deferred for a period and in a manner that the General Partner considers to be in the best interests of the relevant Sub-fund. On the next Valuation Day following that period, these redemption requests will be met in priority to later requests.

11.12 A Limited Partner may not withdraw its request for redemption of LP Interests except in the event of a suspension of the calculation of the Net Asset Value of the LP Interests to be redeemed in a specific Class or Sub-fund and, in such event, a withdrawal will only be effective if written notification is received by the Fund or its duly authorised agents before the termination of the period of suspension. If the request is not so withdrawn, the Fund shall proceed to redeem the LP Interests on the first Valuation Day following the end of the suspension period on the basis of the Net Asset Value of the LP Interests of the relevant Class or Sub-fund determined on such Valuation Day.

11.13 If after the Investment Period a Limited Partner in a particular Sub-fund is unable to find a transferee for its LP Interests and requests the General Partner to redeem those LP Interests, the General Partner may, in its sole discretion but with the consent of the redeeming Limited Partner, provide the other (non-redeeming) Limited Partners in the Sub-fund with a right (but not an obligation) to purchase the LP Interests of the redeeming Limited Partners in accordance with the following provisions:

a) The General Partner shall, within ten (10) Bank Business Days of receipt of the redemption request, offer the LP Interests of the redeeming Limited Partner (the "Offered Interests") to the non-redeeming Limited Partners (the "Other Investors") in proportion to the respective amounts of Commitment given by each Other Investor. The Offered Interests shall be offered at an amount equal to 90% of their most recent Net Asset Value and the offer shall be open for acceptance by the Other Investors for a period of twenty (20) Bank Business Days (the "Offer Period").

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

c) If not all the Other Investors accept the offer in full, the Excess Offered Interests shall be sold to those Other Investors which have indicated a willingness to purchase further Offered Interests pursuant to the preceding paragraph, as follows:

(i) if the Other Investors have offered to acquire a number of LP Interests which is greater than the number of Offered Interests, the Excess Offered Interests shall be purchased by the relevant Other Investors pro rata to the number of Offered Interests proposed to be acquired by each of them in excess of their pro rata share, subject always to a cap equal for each Other Investor to the number of Offered Interests proposed to be acquired by such Other Investor;

(ii) if not all of the Offered Interests (including the Excess Offered Interests) are purchased by the Other Investors as provided for in this paragraph, then the redeeming Limited Partner will remain Partner with respect to those remaining Interests.

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

11.14 If the net assets of the relevant Sub-fund and/or Class on any particular Valuation Day fall at any time below the minimum level determined by the General Partner pursuant to Article 6 the Fund, at its discretion, may redeem all the LP Interests then outstanding in the relevant Sub-fund and/or Class. All such LP Interests will be redeemed at the applicable Redemption Price (after deduction of redemption fee, dilution levy and/or application of the swing pricing mechanism, as the case may be). The Fund will notify the Limited Partners of the relevant Sub-fund and/or Class(es) prior to the effective date for the compulsory redemption by sending a notice. The notice will indicate the reasons for, and the procedures of, the redemption operations.

11.15 In addition, LP Interests may be compulsorily redeemed whenever the General Partner considers this to be in the best interest of the Fund and/or of the relevant Sub-fund. In particular, LP Interests in a particular Sub-fund may be compulsorily redeemed at the option of the General Partner, on a pro-rata basis among existing Limited Partners, in order to distribute to the Limited Partners upon the disposal, repayment or prepayment of an investment by the Sub-fund any net proceeds from such disposal, repayment or prepayment, notwithstanding any other distribution pursuant to Clause 35. The LP Interests held by Carried Interest Entitled Partners may not be redeemed in total before the payments to Limited Partners in accordance with the provisions for the particular Sub-Fund in the Investment Memorandum.

11.16 Moreover, where it appears to the General Partner that any Prohibited Person precluded from holding LP Interests in any Sub-fund holds in fact LP Interests, the Fund may at the discretion of the General Partner compulsorily redeem the LP Interests upon payment to such Prohibited Person of an amount equal to 85% of the most recent Net Asset Value of its LP Interests subject to giving such Prohibited Person notice of at least fifteen (15) calendar days, and upon redemption, those LP Interests will be cancelled and the Prohibited Person will cease to be a Limited Partner. In the event that the Fund compulsorily redeems LP Interests held by a Prohibited Person, the General Partner may provide the Limited Partners in the relevant Sub-fund (other than the Prohibited Person) with a pre-emption right to purchase on a pro rata basis the LP Interests of the Prohibited Person in accordance with the pre-emptive right provisions described in this Section 7 above. However, the price for which such LP Interests will be offered to the Limited Partners in the relevant Sub-fund (other than the Prohibited Person) will be an amount equal to 85% of the most recent Net Asset Value of those LP Interests.

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

12. Conversion of LP interests. Any conversion of LP Interests into LP Interests of a different Class of the same Sub-fund, to the extent permitted, shall be carried out in accordance with the rules defined or detailed in the relevant Appendix. Limited Partners are not entitled to request the conversion of LP Interests from a Sub-fund to LP Interests of another Sub-fund.

13. Calculation of the net asset value per interest.

13.1 Calculation

The NAV per Interest of each Class shall be calculated by the Central Administration, under the responsibility of the AIFM, at least once per year and on each Valuation Day, in accordance with Luxembourg GAAP and the valuation rules set forth below.

The NAV per Interest of each Class will be expressed in the Reference Currency.

The NAV per Interest in each Class on any Valuation Day is determined by dividing (i) the net assets of the relevant Sub-fund on such Valuation Day, by (ii) the number of Interests then outstanding, in accordance with the valuation rules set forth below and Luxembourg GAAP. The NAV per Interest of each Class is calculated up to [four (4)] decimal places.

In determining the NAV per Interest, income and expenditure are treated as accruing daily.

The total net assets of the Fund will be equal to the difference between the gross assets and the liabilities of the Fund based on accounts prepared in accordance with Luxembourg GAAP. Assets owned by the Fund and its Subsidiaries will be considered at their Fair Value (which may reflect in particular the impact of impairment tests).

The calculation of the NAV of the Fund shall be made in the following manner:

Assets of the Sub-Funds

The assets of the Sub-Funds may include:

- (a) shares, units, convertible securities debt and convertible debt instruments (including, for the avoidance of doubt, loans), owned or contracted for by the Sub-fund;
- (b) all shareholdings in convertible and other debt securities;
- (c) all cash in hand or on deposit, including any interest accrued thereon;
- (d) all bills and demand notes payable and accounts receivable (including proceeds of the debt or convertible debt instruments, securities or any other assets sold but not delivered);

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

(f) all stock distributions, cash distributions and cash payments receivable by the Sub-fund to the extent information thereon is reasonably available to the Fund;

(g) all interests accrued on any interest-bearing assets owned by the Sub-fund except to the extent that the same is included or reflected in the value attributed to such asset; and

(h) all other assets of any kind and nature including the relevant costs and expenses paid in advance and known as prepayments.

The value of the Sub-Funds' assets shall be determined as follows:

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

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

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

(ii) the Luxembourg Private Equity Association (LPEA);

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

At each Valuation Day it shall be assessed whether there is any objective evidence that the asset is impaired. The valuation of each asset will be adjusted, if there is objective evidence that an impairment loss has been incurred, subject to the AIFM's authority to re-adjust the valuation of the relevant asset at the following Valuation Day(s) should the circumstances causing the impairment of the asset change. The AIFM will use its best endeavours to continually assess the method of calculating any impairment provision and will ensure that such provision will be valued appropriately as determined in good faith by the AIFM, in accordance with Luxembourg GAAP.

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

(d) all other securities and other assets, including debt securities, restricted securities and securities for which no market quotation is available, are valued at Fair Value on the basis of dealer-supplied quotations or by a pricing service approved by the AIFM or, to the extent such prices are not deemed to be representative of market values, such securities and other assets shall be valued at fair value as determined in good faith by the AIFM; and

(e) The AIFM may permit some other valuation or accounting methods to be used, if it considers that such valuation better reflects the fair value of any asset of the relevant Sub-fund.

The value of all assets and liabilities not expressed in the Reference Currency of the Sub-fund will be converted into the Reference Currency at the relevant rates of exchange ruling on the relevant Valuation Day. If such quotations are not available, the rate of exchange will be determined with prudence and in good faith by or under procedures established by the AIFM.

Liabilities of the Sub-Funds

The Liabilities of each Sub-fund may include:

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

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

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

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

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

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

The AIFM, in its discretion, may permit some other method of valuation to be used if it considers that such valuation better reflects the fair value of any asset or liability of the Sub-fund. This method will then be applied in a consistent way. The Central Administration can rely on such deviations as approved by and under the ultimate responsibility of the AIFM for the purpose of the Net Asset Value calculation.

For the purpose of the above,

(a) LP Interests to be issued by the Sub-fund shall be treated as being in issue as from the time specified by the AIFM on the Valuation Day with respect to which such valuation is made and from such time and until received by the Subfund the price therefore shall be deemed to be an asset of the Sub-fund;

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

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

(d) where on any Valuation Day the Sub-fund has contracted to:

(i) purchase any asset (if the underlying risks and rewards of transaction are transferred), the value of the consideration to be paid for such asset shall be shown as a liability of the Sub-fund and the value of the asset to be acquired shall be shown as an asset of the Sub-fund;

(ii) sell any asset (if the underlying risks and rewards of transaction are transferred), the value of the consideration to be received for such asset shall be shown as an asset of the Sub-fund and the asset to be delivered by the Sub-fund shall not be included in the assets of the Sub-fund;

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

The latest Net Asset Value per LP Interest may be obtained at the registered office of the Fund at the latest 60 Luxembourg Bank Business Days after the most recent Valuation Day.

For the avoidance of doubt, the provisions of this section including, in particular, the above paragraph are rules for determining the NAV per Interest of each Class and are not intended to affect the treatment for accounting or legal purposes of the assets and liabilities of the Fund or any Interests of any Class issued by the Fund.

13.2 Temporary Suspension of the Calculation of the NAV per Interest

The determination of the NAV per Interest of any Class may be suspended by the AIFM during:

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

(b) any breakdown in the means of communication normally employed in determining the price of any of the Sub-fund's assets or if for any reason the value of any asset of the Sub-fund which is material in relation to the determination of the Net Asset Value (as to which materiality the AIFM shall have sole discretion) may not be determined as rapidly and accurately as required; or

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

(d) any period when any transfer of the Sub-fund involved in the realisation or acquisition of investments cannot in the opinion of the AIFM be effected at normal rates of exchange; or

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

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

(g) when for any other reason, the prices of any investments cannot be promptly or accurately ascertained.

Notice of such suspension shall be published, if deemed appropriate by the General Partner.

The suspension of the determination of the NAV pursuant to the above circumstances shall comply with the principle of fair treatment of the Limited Partners and be in their best interests.

Chapter III. Management

14. Powers of the general partner.

14.1 The Fund shall be managed by Tikehau General Partner S.à r.l., a Luxembourg private limited liability company (société à responsabilité limitée), in its capacity as general partner (gérant) of the Fund.

14.2 Without prejudice of Clause 19, the General Partner will have the broadest powers in its capacity as general partner (gérant) of the Fund to administer and manage the Fund, to act in the name of the Fund in all circumstances and to carry out and approve all acts and operations consistent with the Fund's object.

14.3 The General Partner will have the power, in particular, to decide on the investment objectives, policies and restrictions and the course of conduct of the management and business affairs of the Fund, in compliance with the LPA, the Investment Memorandum and the applicable laws and regulations. The General Partner will have the power to enter into administration, investment and advisory agreements and any other contract and undertakings that it may deem necessary, useful or advisable for carrying out the object of the Fund, always in compliance with the LPA, the Investment Memorandum and the applicable laws and regulations.

14.4 All powers not expressly reserved by law or the present LPA to the general meeting of Limited Partners fall within the competence of the General Partner in its capacity as general partner (gérant) of the Fund.

14.5 The Limited Partner shall take no part in the operation of the Fund or the management or control of its business and affairs, and shall have no right or authority to act for the Fund or to take any part in, or to interfere with, the conduct or management of the Fund other than as provided for by the Law of 10 August 1915 or set forth in this LPA within the limits of the Law of 10 August 1915.

15. Removal of the general partner.

15.1 In case of legal incapacity or inability to act, the General Partner may be removed by means of a resolution of the general meeting of Limited Partners adopted as follows:

a) the quorum shall be at least eighty five percent (85%) of the capital being present or represented. If such quorum is not met, a second general meeting of Limited Partners will be called which will validly deliberate, irrespective of the proportion of the share capital represented;

b) in both meetings, resolutions must be passed by at least eighty five percent (85%) of the votes of the capital present or represented. For the avoidance of doubt, the approval of the General Partner is not required, as provided for in the Limited Partnership Agreement, to validly decide on its removal.

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

a) the quorum shall be at least seventy five percent (75%) of the capital being present or represented. If such quorum is not met, a second general meeting of Limited Partners will be called which will validly deliberate, irrespective of the proportion of the share capital represented;

b) in both meetings, resolutions must be passed by at least seventy five percent (75%) of the votes of the capital present or represented. For the avoidance of doubt, the approval of the General Partner is not required, as provided for in the Limited Partnership Agreement, to validly decide on its removal.

15.3 If the General Partner and any of its Affiliates is removed without cause:

a) the General Partner shall be entitled to a payout which shall be determined in accordance with the specific rules of each Sub-fund;

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

c) the Fund shall not make any further new investments, with the exception of certain investments described in the Investment Memorandum, as of the date of such removal and any replacement general partner shall ensure that no further new investments are made as of the date of such removal;

d) in the event that any replacement general partner is appointed, such replacement general partner shall only be entitled to an arm's length remuneration of not more than the economic equivalent of the Management Fee payable to the General Partner; and

e) the Carried Interest Entitled Partners will have the right to continue to hold their LP Interests in the Carried Interest Class of LP Interests until the end of the term of the relevant Sub-Fund.

15.4 If the General Partner and any of its Affiliates is removed with cause:

a) the General Partner shall be entitled to a payout of Management Fees accrued at the time of its removal;

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

c) the Fund shall not make any further new investments, with the exception of certain investments described in the Investment Memorandum, as of the date of such removal and any replacement general partner shall ensure that no further new investments are made as of the date of such removal;

d) in the event that any replacement general partner is appointed, such replacement general partner shall only be entitled to an arm's length remuneration of not more than the economic equivalent of the Management Fee payable to the General Partner; and

e) the LP Interests held by the Carried Interest Entitled Partners will be redeemed at a price equal to the Subscription Price paid by the Carried Interest Entitled Partners at the time those LP Interests were issued.

16. Representation of the fund.

16.1 The Fund will be bound towards third parties by the sole signature of the General Partner, or by the individual signatures of any person to whom such authority has been delegated by the Board.

16.2 No Limited Partner in such capacity shall represent the Fund.

17. Liability of the partners.

17.1 The General Partner shall be liable in its capacity as Unlimited Partner with the Fund for all debts and losses, which cannot be recovered out of the Fund's assets.

17.2 Subject to, but within the limits of, the applicable provisions of the Law of 10 August 1915 and of this LPA, the Limited Partners shall not act on behalf of the Fund other than by exercising their rights as limited partners in the Fund and shall only be liable for the debts and losses of the Fund up to the amount of the funds which they have promised to contribute to the Fund.

18. Delegation of powers - Agents of the general partner.

18.1 The General Partner may, at any time, appoint officers or agents of the Fund as required for the affairs and management of the Fund, provided that the Limited Partners cannot act on behalf of the Fund without losing the benefit of their limited liability other than as provided for by the Law of 10 August 1915 or set forth in this LPA within the limits of the Law of 10 August 1915. The appointed officers or agents shall be entrusted with the powers and duties conferred to them by the General Partner.

18.2 The General Partner will determine any such officers' or agents' responsibilities and remuneration (if any), the duration of the period of representation and any other relevant conditions of his agency

18.3 The General Partner may, in particular, appoint an alternative investment fund manager in accordance with the provisions of the Law of 12 July 2013, as further described in Clause 20 hereof.

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

19. Advisory committee.

19.1 The Board may establish an Advisory Committee for a particular Subfund, as further detailed in the relevant Appendix of the Investment Memorandum. Where an Advisory Committee for a particular Sub-fund is established, the composition, functioning, rights and functions of the Advisory Committee will be detailed in the Investment Memorandum.

20. Alternative investment fund manager (AIFM).

20.1 The Fund may, under the conditions and within the limits laid down by Luxembourg laws and regulations, and in particular the Law of 13 February 2007 and the Law of 12 July 2013, appoint an external AIFM in order to carry out the functions described in annex I of the AIFM Directive.

20.2 Details regarding the appointment of the external AIFM will be set out in the Investment Memorandum.

21. Depositary.

21.1 The Depositary has been entrusted with the custody and/or, as the case may be, recordkeeping of the Fund's assets, and it shall fulfil the obligations and duties provided for by Part II of the Law of 13 February 2007 and the Law of 12 July 2013. In particular, the Depositary shall ensure an effective and proper monitoring of the Fund's cash flows. It will further ensure that:

a) the sale, issue and re-purchase, redemption and cancellation of LP Interests is carried out in accordance with Luxembourg law and the LPA;

b) ensure that the value of LP Interests is calculated in accordance with Luxembourg law, the LPA and the procedures laid down in article 19 of the AIFM Directive;

c) carry out the instructions of the AIFM, unless they conflict with applicable Luxembourg law or the LPA;

d) ensure that in transactions involving the Fund's assets, any consideration is remitted to the Fund within the usual time limits; and

e) ensure that the Fund's incomes are applied in accordance with Luxembourg law and the LPA.

21.2 In compliance with the provisions of Part II of the Law of 13 February 2007 and the Law of 12 July 2013, the Depositary may, under certain conditions, entrust part or all of the assets which are placed under its custody and/or recordkeeping to correspondent banks or other agents as appointed from time to time. The Depositary's liability shall not be affected by any such delegation, unless otherwise specified, but only within the limits as permitted by the Law of 12 July 2013. In particular, under the conditions laid down in article 19(14) of the Law of 12 July 2013, including the condition that the Investors have been duly informed of that discharge and of the circumstances justifying the discharge prior to their investment, the Depositary can discharge itself of liability in the case 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 article 19(11) point (d)(ii) of the Law of 12 July 2013.

21.3 The Fund and the Depositary may terminate the depositary bank agreement at any time by giving ninety (90) days notice in writing. The Fund may, however, dismiss the Depositary only if a new depositary bank is appointed within two months to take over the functions and responsibilities of the Depositary. After its dismissal, the Depositary must continue to carry out its functions and responsibilities until such time as the entire assets of the Fund have been transferred to the new depositary bank.

21.4 In its capacity as paying agent, the Depositary is responsible for receiving payments for subscriptions for LP Interests and depositing such payments in the relevant Sub-fund's bank account. If applicable, upon and in accordance with the instructions from the General Partner, the Depositary shall execute distribution payments or arrange for distribution payments to the Limited Partners, subject however to funds being available to effect such payments, and shall notify the General Partner of the amounts and payees of all instruments of payment so made. The Depositary shall make payment or cause payment to be made of proceeds from the redemption of LP Interests, but only after all the conditions described in the Investment Memorandum have been satisfied.

22. Conflicts of interest.

22.1 In the event that a Sub-Fund is presented with any conflict of interests, such conflict must be fully disclosed to the General Partner and the AIFM.

22.2 The AIFM shall not make any investment or divestment decision involving an actual or potential conflict of interest, unless such investment or disposition has received a favourable recommendation by the Advisory Committee of the relevant Sub-Fund.

22.3 Any conflict of interests shall be resolved in the best interest of the Investors.

22.4 For the avoidance of doubt, any conflict of interest will be presented to the Advisory Committee of the relevant Sub-Fund for its review and no decision shall be taken before the Advisory Committee, with a reasonable period of time, had the opportunity to express its views thereon.

22.5 The Fund will enter into all transactions on an arm's length basis. The AIFM will inform the Advisory Committee of any business activities in which the General Partner, the AIFM or any of their respective Affiliates are involved and which could create an opportunity for conflicts of interest to arise in relation to the Fund's investment activity and of any proposed investments in which any Investor has a vested interest.

22.6 The General Partner, the AIFM or any of their respective Affiliates may engage in various activities other than the Fund's and/or AIFM's business, including providing consulting and other services to a variety of partnerships, corporations and other entities, not excluding those in which the Fund invests and its Subsidiaries. However, they will devote the time and effort necessary and appropriate to the business of the Fund. Moreover, any such services shall be provided at prevailing market rates for like services under a professional service agreement (which shall include fee ranges) and a project specific contract (specifying the terms of reference and fees applicable in respect of the specific property for which services are to be provided).

22.7 For the avoidance of doubt, no contract or other transaction between the Fund and any other company or firm shall be affected or invalidated by the sole fact that any one or more of the managers of the General Partner, the AIFM or any of their respective Affiliates is interested in, or is a director, manager, associate, officer or employee of such other company or firm.

Chapter IV. General meeting of the partners

23. Powers of the general meeting of the partners.

23.1 Any regularly constituted meeting of Partners of the Fund shall represent the entire body of Partners of the Fund. The Partners shall deliberate only on the matters which are not reserved to the General Partner by this LPA or by the Law of 10 August 1915.

24. Annual general meeting of the partners. The annual general meeting of the Partners will be held at the registered office of the Fund or at any other location in the City of Luxembourg on the 20 May of each year (unless such date is not a Bank Business Day, in which case the meeting will take place on the next Bank Business Day) at 14h00 (Luxembourg time) or at any such time and place as indicated in the relevant convening notices. The first general meeting of the Partners will be held in 2016.

25. Other general meetings of the partners.

25.1 The General Partner may convene other general meetings of the Partners as per the provisions of the Law of 10 August 1915.

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

26. Convening notice.

26.1 Convening notices will be mailed by registered mail to the Partners, at their registered address at least eight (8) calendar days prior to the date of the meeting. Such notice will indicate the time and place of such meeting and the

conditions of admission thereto, will contain the agenda and will refer to the requirements of Luxembourg law with regard to the necessary quorum and majorities at such meeting.

26.2 A general meeting may validly debate and take decisions without complying with all or any of the convening requirements and formalities if all of the Partners have waived the relevant convening requirements and formalities either in writing or, at the relevant general meeting, in person or by an authorised representative.

27. Presence - Representation.

27.1 All Partners are entitled to attend and speak at all general meetings of the Partners.

27.2 A Partner may be represented at a general meeting by appointing in writing (or by fax or e-mail or any similar means) a proxy or attorney who need not be a Partner.

27.3 The Partners are entitled to participate in a general meeting by videoconference or by telecommunications means allowing their identification, and are deemed to be present for the calculation of quorum and majority conditions and voting. These means must have technical features which ensure an effective participation in the meeting where deliberations shall be online without interruption.

28. Proceedings.

28.1 General meetings of the Partners shall be chaired by the General Partner or by a person designated by the General Partner.

28.2 The chairman of any general meeting of the Partners may appoint a secretary.

28.3 Each general meeting of the Partners may elect one scrutineer to be chosen from the Partners present or represented.

29. Vote.

29.1 Each Interest entitles the holder thereof to one vote.

29.2 Unless otherwise provided by the Law of 10 August 1915 or by this LPA, all resolutions of the general meeting of the Partners shall be taken by simple majority of votes of the Interests present or represented, regardless of the proportion of the Interests represented.

29.3 Unless otherwise provided by the Law of 10 August 1915 or by this LPA, any decision of the general meeting of Partners will require the prior approval of the General Partner in order to be validly taken.

29.4 Amendments to any provisions that lay down the procedures for amending the LPA and the Investment Memorandum will require the unanimous consent of the Partners.

30. Minutes.

30.1 The minutes of each general meeting of the Partners shall be signed by the chairman of the meeting.

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

31. General meetings of the partners of a class.

31.1 The Partners of a particular Class may hold, at any time, general meetings to decide on any matters, which relate exclusively to such Class.

31.2 The provisions set out in Clauses 26 to 29.4 of this LPA as well as in the Law of 10 August 1915 shall apply mutatis mutandis to such general meetings.

31.3 Unless otherwise provided for by law or by this LPA, resolutions of a general meeting of Partners of a Class are passed by a simple majority of the vote of Interests present or represented, regardless of the proportion of the Interests represented.

31.4 Moreover, any resolution of the general meeting of Partners of the Fund, affecting the rights of the Partners of any Class vis-à-vis the rights of the Partners of any other Class shall be subject to a resolution of the general meeting of Partners of such Class.

32. Written resolutions of the partners.

32.1 As an alternative to a general meeting, decisions of the Partners may also be taken by way of written consultation, in the course of which each Partner will receive the text of the resolutions or decisions to be taken expressly in writing and will be invited to express his vote in writing.

32.2 Any such written vote shall be taken on the same quorum and majority rules as those applicable to general meetings and shall be recorded on a special register.

Chapter V. Financial year - Tax compliance - Distribution

33. Financial year.

33.1 The Fund's financial year begins on the 1st of January and closes on the 31st of December of each year.

33.2 The first financial year of the Fund shall begin on the date of its incorporation and shall end on 31 December 2015. The Fund's first annual report will be published for this first financial year.

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

35. Tax compliance.

35.1 Each Partner and each transferee of a Partner's interest in any Sub-fund shall furnish to the General Partner, or any third party designated by the General Partner (a "Designated Third Party"), in such form and at such time as is reasonably requested by the General Partner any information, representations, waivers and forms relating to the Partner (or the Partner's direct or indirect owners or account holders) as shall reasonably be requested by the General Partner or the Designated Third Party to assist it in obtaining any exemption from, reduction in or refund of any withholding or other taxes imposed by or owed to any taxing authority or other governmental agency (including withholding taxes imposed pursuant to the Foreign Account Tax Compliance provisions of the Hiring Incentives to Restore Employment Act of 2010, or any similar or successor legislation or intergovernmental agreement, or any agreement entered into pursuant to any such legislation or intergovernmental agreement) upon the Fund, amounts paid to the Fund, or amounts allocable or distributable by the Fund to such Partner or transferee. In the event that any Partner or transferee of a Partner's interest fails to furnish such information, representations, waivers or forms to the General Partner or the Designated Third Party, the General Partner or the Designated Third Party shall have full authority to take any and all of the following actions: (i) withhold any taxes required to be withheld pursuant to any applicable legislation, regulations, rules or agreements; (ii) effect a compulsory redemption of a Partner's or transferee's interest in any Sub-fund, and (iii) form and operate an investment vehicle organized in the United States that is treated as a "domestic partnership" for purposes of section 7701 of the Internal Revenue Code of 1986, as amended and transfer such Partner's or transferee's interest in any Sub-fund or interest in such Sub-fund assets and liabilities to such investment vehicle. If requested by the General Partner or the Designated Third Party, the Partner or transferee shall execute any and all documents, opinions, instruments and certificates as the General Partner or the Designated Third Party shall have reasonably requested to effectuate the foregoing. Each Partner hereby grants to the General Partner or the Designated Third Party a power of attorney, coupled with an interest, to execute any such documents, instruments or certificates on behalf of the Partner, if the Partner fails to do so.

35.2 The Partner understands and agrees that the General Partner may disclose to a Designated Third Party, and that each of the General Partner or a Designated Third Party may disclose information regarding any Partner (including any information provided by the partner pursuant to this section 35) to any person to whom information is required or requested to be disclosed by any taxing authority or other governmental agency including, in each case, disclosing to jurisdictions which do not have strict data protection or similar laws, to enable the Fund to comply with any applicable law or regulation or agreement with a governmental authority.

35.3 Each Partner hereby waives all rights it may have under applicable bank secrecy, data protection and similar legislation that would otherwise prohibit any such disclosure and warrants that each person whose information it provides (or has provided) to the General Partner or the Designated Third Party has been given such information, and has given such consent, as may be necessary to permit the collection, processing, disclosure, transfer and reporting of their information as set out in this section 35 and this paragraph.

35.4 Each Partner understands and agrees that the General Partner or the Designated Third Party may enter into agreements on behalf of the Fund (or any Sub-fund) with any applicable taxing authority (including any agreement entered into pursuant to the Foreign Account Tax Compliance provisions of the Hiring Incentives to Restore Employment Act of 2010, or any similar or successor legislation or intergovernmental agreement) to the extent it determines such an agreement is in the best interest of the Fund, any Sub-fund or any Partner.

36. Distribution.

36.1 The General Partner intends to distribute to the Partners, all distributable income pro rata to their respective holding of Interests, in compliance with the Investment Memorandum and the conditions set forth by law.

36.2 In order to incentivise certain persons or entities involved in the management, administration or orientation of the Fund, a Class of LP Interests may be issued that entitle their holders to the payment of carried interest in such amount and/or proportion and under such conditions as determined by the General Partner and laid down in the Investment Memorandum.

36.3 The General Partner may decide to pay interim dividends in compliance with the Investment Memorandum and the conditions set forth by Luxembourg law.

36.4 Payments of distributions to Partners shall be made at their respective addresses as specified in the register of Partners.

36.5 All distributions will be made net of any income, withholding and similar taxes payable by the Fund, including, for example, any withholding taxes on interest or dividends received by the Fund and capital gains taxes and withholding taxes on the Fund's investments.

36.6 Distributions may be paid in such currency and at such time that the General Partner shall determine from time to time.

36.7 Any distribution that has not been claimed within five (5) years of its declaration shall be forfeited and shall return to the Fund.

36.8 No interest shall be paid on a dividend declared by the Fund and kept by it at the disposal of its beneficiary.

36.9 No distribution will be made if as a result, the capital of the Fund falls below the legal minimum capital, which is one million two hundred and fifty thousand Euro (EUR 1,250,000.-) or its equivalent in any other currency.

37. Dissolution.

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

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

In case of legal incapacity or inability to act of the General Partner, the general meeting of Partners will appoint a new general partner by means of a resolution adopted by Limited Partners representing at least 85% of the LP Interests in favour of the appointment of the new general partner, subject to the prior approval of the Luxembourg supervisory authority.

37.2 Voluntary dissolution

At the proposal of the General Partner and unless otherwise provided by law and the LPA, the Fund may be dissolved by a resolution of the Limited Partners adopted in the manner required to amend this, as provided for in Article 34 hereof.

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

Whenever the share capital falls below two-thirds of the minimum capital indicated in Article 5 hereof, the question of the dissolution of the Fund shall be referred to the general meeting of Limited Partners by the General Partner. The general meeting, for which no quorum shall be required, shall decide by simple majority of the votes of the LP Interests represented at the meeting.

The question of the dissolution of the Fund shall further be referred to the general meeting of Limited Partners whenever the share capital falls below one-fourth of the minimum capital. In such an event, the general meeting shall be held without any quorum requirements and the dissolution may be decided by Limited Partners holding one-fourth of the votes of the LP Interests represented at the meeting.

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

In case of voluntary dissolution, the General Partner will act as liquidator of the Fund.

38. Liquidation.

38.1 In the event of the dissolution of the Fund further to any insolvency proceedings, the liquidation will be carried out by one or more liquidators (who may be physical persons or legal entities) appointed by the general meeting of the Partners who will determine their powers and their compensation. Such liquidators must be approved by the CSSF and must provide all guarantees of honourability and professional skills.

38.2 After payment of all the debts of and charges against the Fund and of the expenses of liquidation, the net assets shall be distributed to the Partners pro rata to the number of the LP Interests held by them.

39. Termination, Division and amalgamation of sub-funds or classes.

39.1 Termination of a Sub-fund or Class

In the event that for any reason the value of the net assets of any Sub-fund and/or Class has decreased to, or has not reached, an amount determined by the General Partner to be the minimum level for such Sub-fund and/or Class to be operated in an economically efficient manner, or in case of a substantial modification in the political, economic or monetary situation relating to such Sub-fund and/or Class would have material adverse consequences on the investments of that Sub-fund and/or Class, or as a matter of economic rationalisation, the General Partner may decide to compulsorily redeem all the LP Interests of the relevant Sub-fund and/or Class at their Net Asset Value (taking into account actual realisation prices of investments and realisation expenses) as calculated on the Valuation Day at which such decision shall take effect.

The Fund shall serve a written notice to the Limited Partners of the relevant Subfund and/or Class prior to the effective date for the compulsory redemption, which will set forth the reasons for, and the procedure of, the redemption operations.

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

Notwithstanding the powers conferred to the General Partner by the preceding paragraphs, the general meeting of Limited Partners of any Sub-fund and/or Class may, upon proposal from the General Partner, resolve to redeem all the LP Interests of the relevant Sub-fund and/or Class and to refund to the Limited Partners the Net Asset Value of their LP Interests (taking into account actual realisation prices of investments and realisation expenses) determined with respect

to the Valuation Day on which such decision shall take effect. There shall be no quorum requirements for such general meeting of Limited Partners, which shall resolve at the simple majority of the capital present and represented.

Assets which could not be distributed to their owners upon the implementation of the redemption will be deposited with the Depositary for a period of six months thereafter; after such period, the assets will be deposited with the Caisse de Consignations on behalf of the persons entitled thereto.

All redeemed LP Interests shall be cancelled by the Fund.

39.2 Amalgamation, Division or Transfer of Sub-funds or Classes

Under the same circumstances as provided above in Article 39.1, the General Partner may decide to allocate the assets of any Sub-fund and/or Class to those of another existing Sub-fund and/or Class within the Fund or to another Luxembourg undertaking for collective investment or to another Sub-fund and/or Class within such other Luxembourg undertaking for collective investment (the "new Sub-fund") and to re-designate the LP Interests of the relevant Sub-fund and/or Class as LP Interests of another Sub-fund and/or Class (following a split or consolidation, if necessary, and the payment of the amount corresponding to any fractional entitlement to Limited Partners). Such decision will be published in the same manner as described above in the Article 39.1 (and, in addition, the publication will contain information in relation to the new Sub-fund), one month before the date on which the amalgamation becomes effective in order to enable Limited Partners to request redemption of their LP Interests, free of charge, during such period.

Under the same circumstances as provided above in Article 39.1, the General Partner may decide to reorganise a Sub-fund and/or Class by means of a division into two or more Sub-funds and/or Classes. Such decision will be published in the same manner as in Article 39.1 (and, in addition, the publication will contain information about the two or more new Sub-funds) one month before the date on which the division becomes effective, in order to enable the Limited Partners to request redemption or conversion of their LP Interests free of charge during such period.

Notwithstanding the powers conferred to the General Partner by the preceding paragraphs, such a reorganisation of a Sub-fund and/or Class within the Fund (by way of an amalgamation or division) may be decided upon by a general meeting of the Limited Partners of the relevant Sub-fund and/or Class. There shall be no quorum requirements for such general meeting and it will decide upon such an amalgamation or division by resolution taken at the simple majority of the capital present or represented.

A contribution of the assets and of the liabilities distributable to any Sub-fund, and/or Class to another undertaking for collective investment referred to in the first paragraph of this Article to another Sub-fund and/or Class within such other undertaking for collective investment shall, require a resolution of the Limited Partners of the Sub-fund and/or Class concerned, taken with a 50% quorum requirement of the capital and adopted at a two-thirds majority of the capital present or represented at such meeting, except when such an amalgamation is to be implemented with a Luxembourg undertaking for collective investment of the contractual type (fonds commun de placement) or a foreign based undertaking for collective investment, in which case resolutions shall be binding only upon such Limited Partners who will have voted in favour of such amalgamation

Chapter VI. Final provisions

40. Amendments to the limited partnership agreement.

40.1 Unless otherwise provided by this LPA and as far as permitted by the Law of 10 August 1915, at any general meeting of the Partners convened in accordance with the law to amend this LPA or to resolve issues for which the law or the LPA refers to the conditions set forth for the amendment of the LPA:

a) the quorum requirement shall be met if at least one half (1/2) of the Interests being present or represented; it being understood that if such quorum requirement is not met, a second general meeting of Partners will be called which may validly deliberate, irrespective of the portion of the Interests represented:

b) in both meetings, resolutions must be passed by at least two-thirds (2/3) of the votes of the Interests present or represented;

40.2 In addition, amendments of the LPA affecting the rights of the Partners of any Class vis-à-vis the rights of the Partners of any other Class shall be subject to the unanimous consent of the Partners of the relevant Class.

40.3 In accordance with the LPA and the Law of 10 August 1915, any amendment to this LPA by the general meeting of Partners will require the prior approval of the General Partner in order to be validly taken unless otherwise provided by this LPA.

41. Indemnification.

41.1 To the extent permitted by Luxembourg law, neither the General Partner and the AIFM, nor any of their Affiliates, shareholders, officers, directors, agents and representatives and any members of any Advisory Committee (collectively, the "Indemnified Parties") shall have any liability, responsibility or accountability in damages or otherwise to the Fund or any Partners, and the Fund agrees to indemnify, pay, protect and hold harmless each Indemnified Party from and against, any and all liabilities, obligations, losses, damages, penalties, actions, judgements, suits, proceedings, costs, expenses and disbursements of any kind or nature whatsoever (including, without limitation, all reasonable costs and expenses of attorneys, defence, appeal and settlement of any and all suits, actions or proceedings instituted or threatened against the Indemnified Parties or the Fund) and all costs of investigation in connection therewith which may be imposed on, incurred

by, or asserted against the Indemnified Parties, the Fund or in any way relating to or arising out of, or alleged to relate to or arise out of, any action or inaction on the part of the Fund, on the part of the Indemnified Parties when acting on behalf of the Fund or on the part of any agents when acting on behalf of the Fund; provided that the General Partner in its capacity as Unlimited Partner of the Fund shall be liable, responsible and accountable for and shall indemnify, pay, protect and hold harmless the Fund from and against, and the Fund shall not be liable to the General Partner for, any portion of such liabilities, obligations, losses, damages, penalties, actions, judgements, suits, proceedings, costs, expenses or disbursements of any kind or nature whatsoever (including, without limitation, all reasonable costs and expenses of attorneys, defence, appeal and settlement of any and all suits, actions or proceedings instituted or threatened against the Fund and all costs of investigation in connection, therewith asserted against the Fund) which result from the General Partner fraud, gross negligence, wilful misconduct or material breach of the Investment Memorandum and the LPA.

41.2 In any action, suit or proceeding against the Fund, or any Indemnified Party relating to or arising, or alleged to relate to or arise, out of any such action or non-action, the Indemnified Parties shall have the right to jointly employ, at the expense of the Fund, counsel of the Indemnified Parties' choice, which counsel shall be reasonably satisfactory to the Fund, in such action, suit or proceeding. If joint counsel is so retained, an Indemnified Party may nonetheless employ separate counsel, but at such Indemnified Party's own expense.

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

41.4 Pursuant to the Subscription Agreement, each Investor agrees to indemnify and hold harmless the Fund and the General Partner from and against all losses, liabilities, actions, proceedings, claims, costs, charges, expenses or damages incurred or sustained by the Fund or the General Partner due to or arising out of (a) a breach of, or any inaccuracy in, representations, declarations, warranties and covenants made by such Investor in the Subscription Agreement or (b) the disposition or transfer of its LP Interests contrary to such representations, declarations, warranties and covenants, and (c) any action, suit or proceeding based upon (i) the claim said representations, declarations, warranties and covenants were inaccurate or misleading or otherwise cause for obtaining damages or redress from the Fund or the General Partner under any laws, or (ii) the disposition or transfer of such Investor's LP Interests or Undrawn Commitment or any part thereof.

42. Applicable law and jurisdiction.

42.1 All matters not governed by the LPA shall be determined in accordance with the laws and regulations of the Grand Duchy of Luxembourg, including but not limited to the Law of 10 August 1915, the Law of 13 February 2007 and the Law of 12 July 2013.

42.2 Any dispute, controversy or claim, arising out of, or in relation to, this LPA, including the validity, invalidity, breach or termination thereof shall be submitted to the exclusive jurisdiction of the Luxembourg Courts if no amicable settlement can be agreed upon by the parties.

43. Acknowledgment, Entry into force and counterparts.

43.1 This LPA was entered into as of the day written above and will enter into force on the day of its execution.

Subscription and payment

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

Partner	General Partner Interest	Limited Partner Interest	Subscribed amount
Tikehau General Partner S.à r.l.;	1,000.-	0.-	EUR 1,000.-
Tikehau Capital Partners UK Limited;	0.-	10,000.-	EUR 10,000.-
Total:	1,000.-	10,000.-	EUR 11,000.-

The GP Interest and the LP Interest have been fully paid in cash, so that the sum of eleven thousand Euros (EUR 11,000.-) is forthwith at the free disposal of the Partnership, as has been proven to the notary.

First extraordinary general meeting of partners

Immediately after the formation of the Fund, the above-named Partners, representing the totality of Interests and considering themselves as duly convened, have immediately proceeded to hold an extraordinary general meeting of Partners and have unanimously passed the following resolutions:

- 1) The registered office of the Fund is set at 5, allée Scheffer, L-2520 Luxembourg, Grand Duchy of Luxembourg.
- 2) The following is appointed independent Auditor:

"Ernst & Young S.A.", a public limited company (société anonyme) with registered office at 7, rue Gabriel Lippmann, L-5365 Munsbach, Grand Duchy of Luxembourg, registered with the Luxembourg Register of Trade and Companies under number B 47.771.

- 3) The term of office of the independent Auditor shall end at the first annual general meeting of Partners to be held in 2016.

119520

Declaration

The undersigned notary herewith declares having verified the existence of the conditions enumerated in Article 4 of the Law of 10 August 1915 and expressly states that they have been fulfilled.

Expenses

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

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

The undersigned notary, who understands and speaks English, herewith states that at the request of the above appearing parties, this deed is worded in English only, in accordance with article 26 of the Law of 13 February 2007.

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

Signé: F. PELÉ, J.J. WAGNER.

Enregistré à Esch-sur-Alzette A.C., le 10 septembre 2014. Relation: EAC/2014/12137. Reçu soixante-quinze Euros (75.- EUR).

Le Receveur (signé): SANTIONI.

Référence de publication: 2014143112/1215.

(140162476) Déposé au registre de commerce et des sociétés de Luxembourg, le 12 septembre 2014.

Rabimed Global Links S.à r.l., Société à responsabilité limitée unipersonnelle.

Siège social: L-2537 Luxembourg, 2, rue Sigismond.

R.C.S. Luxembourg B 131.672.

L'an deux mille quatorze, le deux mai.

Par devant Maître Paul DECKER, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg.

A COMPARU:

Monsieur Emmanuel AWOBOKUN, commerçant, né le 14 mars 1965 à Lagos (Nigéria), demeurant à L-9540 Wiltz, 12, avenue de la Gare.

Lequel comparant est le seul et unique associé (Associé unique) de la société à responsabilité limitée «Rabimed Global Links S.à r.l.» («la société»), avec siège social à L-4670 Differdange, 135, rue de Soleuvre, constituée suivant acte reçu par Maître Paul BETTINGEN, notaire de résidence à Niederanven, en date du 28 août 2007, publié au Mémorial C Recueil des Sociétés et Associations numéro 2341 du 18 octobre 2007,

inscrite au Registre de Commerce et des Sociétés de Luxembourg, sous la section B, numéro B 131.672,

lequel comparant a requis le notaire instrumentant d'acter l'unique résolution suivante:

Unique résolution

L'Associé unique transfère le siège social de la société vers L-2537 Luxembourg, 2, rue Sigismond et modifie le premier alinéa de l'article 2 des statuts comme suit:

« **Art. 2. (alinéa 1^{er}).** Le siège social est établi dans la commune de Luxembourg.»

Frais

Les frais, dépenses, rémunérations et charges quelconques qui incombent à la société des suites de ce document sont estimés à huit cents euros (800,-EUR).

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

Et après lecture faite au comparant connu du notaire par nom, prénom usuel, état et demeure, il a signé avec le notaire le présent acte.

Signé: E.AWOBOKUN, P.DECKER.

Enregistré à Luxembourg A.C., le 06 mai 2014. Relation: LAC/2014/20922. Reçu 75.-€. (soixante-quinze Euros).

Le Receveur ff. (signé): Carole FRISING.

POUR COPIE CONFORME, délivrée au Registre de Commerce et des Sociétés à Luxembourg
Luxembourg, le 15 juillet 2014.

Référence de publication: 2014103480/33.

(140122480) Déposé au registre de commerce et des sociétés de Luxembourg, le 15 juillet 2014.
