

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° 2734

4 octobre 2014

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Dundeal (International) 17 S.à r.l., Société à responsabilité limitée.

Siège social: L-2557 Luxembourg, 9A, rue Robert Stümper.
R.C.S. Luxembourg B 174.668.

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 Dundeal (International) 17 S.à r.l.

Référence de publication: 2014118170/10.

(140136599) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Dunross & Co S.A., Société Anonyme.

Siège social: L-1511 Luxembourg, 121, avenue de la Faïencerie.
R.C.S. Luxembourg B 179.903.

Les comptes annuels de la société Dunross & Co S.A. 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: 2014118173/10.

(140137012) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Diogo Sàrl, Société à responsabilité limitée.

Siège social: L-4620 Differdange, 119, rue Emile Mark.
R.C.S. Luxembourg B 71.517.

Le nouveau siège social de la société DIOGO s.à.r.l., numéro registre de commerce B 71517, se trouve à L-4620 DIFFERDANGE, 119, rue Emile Mark.

Référence de publication: 2014118191/9.

(140135779) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Direct Best Invest S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1724 Luxembourg, 11A, boulevard du Prince Henri.
R.C.S. Luxembourg B 132.894.

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.

DIRECT BEST INVEST S.à r.l.
Société à Responsabilité Limitée
Signature

Référence de publication: 2014118196/12.

(140136661) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

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

Siège social: L-3474 Dudelange, 1, rue Auguste Liesch.
R.C.S. Luxembourg B 88.439.

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.

FIDUCIAIRE ROLAND KOHN S.à.r.l.
259 ROUTE D'ESCH
L-1471 LUXEMBOURG
Signature

Référence de publication: 2014118201/13.

(140136570) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Daachdesign Hermes S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 133.439.

Der Jahresabschluss vom 31.12.2012 wurde beim Handels- und Gesellschaftsregister von Luxemburg hinterlegt.

Zwecks Veröffentlichung im Mémorial, Recueil des Sociétés et Associations.

Echternach, den 30.07.2014.

Référence de publication: 2014118175/10.

(140136207) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Dide S.A., Société Anonyme.

Siège social: L-1724 Luxembourg, 3A, boulevard du Prince Henri.

R.C.S. Luxembourg B 183.003.

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: 2014118189/9.

(140135637) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

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

Siège social: L-4959 Bascharage, 54, Zone Op Zaemer.

R.C.S. Luxembourg B 182.334.

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

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

Bascharage, le 30 juillet 2014.

DOMILUX S.A R.L.

L-4959 BASCHARAGE

Référence de publication: 2014118199/12.

(140135780) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

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

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

R.C.S. Luxembourg B 132.894.

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

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

DIRECT BEST INVEST S.à r.l.

Société à Responsabilité Limitée

Signature

Référence de publication: 2014118194/12.

(140136649) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Eletra Investments S.à r.l., Société à responsabilité limitée.**Capital social: EUR 80.500,00.**

Siège social: L-1249 Luxembourg, 15, rue du Fort Bourbon.

R.C.S. Luxembourg B 122.670.

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 30 juillet 2014.

Eletra Investments S.à r.l.

Référence de publication: 2014118214/11.

(140136861) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

DB Apex (Luxembourg) S.à r.l., Société à responsabilité limitée.

Siège social: L-1115 Luxembourg, 2, boulevard Konrad Adenauer.
R.C.S. Luxembourg B 172.790.

Le bilan au 31 décembre 2013 a été déposé au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signatures.

Référence de publication: 2014118179/10.

(140136312) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

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

Siège social: L-1724 Luxembourg, 11A, boulevard du Prince Henri.
R.C.S. Luxembourg B 132.894.

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.

DIRECT BEST INVEST S.à r.l.
Société à Responsabilité Limitée
Signature

Référence de publication: 2014118195/12.

(140136658) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

DSB Communication S.A., Société Anonyme.

Siège social: L-1651 Luxembourg, 15-17, avenue Guillaume.
R.C.S. Luxembourg B 110.223.

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: 2014118200/9.

(140136546) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Dolomies et Chaux, Société Anonyme.

Siège social: L-2557 Luxembourg, 7A, rue Robert Stümper.
R.C.S. Luxembourg B 58.523.

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 24 juillet 2014.

Référence de publication: 2014118198/10.

(140136847) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

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

Siège social: L-1855 Luxembourg, 46A, avenue J.F. Kennedy.
R.C.S. Luxembourg B 129.144.

Le Bilan et l'affectation du résultat 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 15 juillet 2014.

Jean-Jacques Josset
Gérant A

Référence de publication: 2014118212/13.

(140136680) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Danish Deli S.A., Société Anonyme.

Siège social: L-1222 Luxembourg, 3, rue Beck.
R.C.S. Luxembourg B 174.562.

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.
Luxembourg, le 30.07.2014.

Référence de publication: 2014118176/10.

(140135574) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

East Investments Holding Company s.à.r.l., Société à responsabilité limitée.

Siège social: L-2449 Luxembourg, 28, boulevard Royal.
R.C.S. Luxembourg B 110.669.

Les comptes consolidés de la société BlackRock Asia Property Fund II L.P. au 31.12.2013, reprenant les comptes annuels de East Investments Holding Company S.à r.l., 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: 2014118210/10.

(140136716) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Direct Best Invest S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1724 Luxembourg, 11A, boulevard du Prince Henri.
R.C.S. Luxembourg B 132.894.

Les comptes annuels au 31.12.2010 ont été déposés au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

DIRECT BEST INVEST S.à r.l.
Société à Responsabilité Limitée
Signature

Référence de publication: 2014118193/12.

(140136640) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Element Power Investments S.à r.l., Société à responsabilité limitée.

Capital social: EUR 30.600,00.

Siège social: L-1882 Luxembourg, 5, rue Guillaume Kroll.
R.C.S. Luxembourg B 146.392.

Le dépôt rectificatif des comptes annuels au 31 décembre 2012 déposés au Registre de Commerce et des Sociétés de Luxembourg le 16 janvier 2014, sous la référence L140009584 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 28 juillet 2014.

Référence de publication: 2014118213/12.

(140136452) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

E&I S.A., Société Anonyme.

Siège social: L-1430 Luxembourg, 6, boulevard Pierre Dupong.
R.C.S. Luxembourg B 167.884.

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

Signature.

Référence de publication: 2014118209/10.

(140136163) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Ducie Street Sàrl, Société à responsabilité limitée unipersonnelle.

Siège social: L-1653 Luxembourg, 2-8, avenue Charles de Gaulle.
R.C.S. Luxembourg B 146.520.

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 28 Juillet 2014.

Signatures
Un mandataire

Référence de publication: 2014118202/12.

(140136031) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

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

Siège social: L-4963 Clemency, 14, rue Basse.
R.C.S. Luxembourg B 74.502.

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

Signature.

Référence de publication: 2014118186/10.

(140136929) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Entreprise Fischer Daniel sàrl, Société à responsabilité limitée unipersonnelle.

Siège social: L-3231 Bettembourg, 74, route d'Esch.
R.C.S. Luxembourg B 179.667.

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.

FIDUCIAIRE ROLAND KOHN S.à.r.l.
259 ROUTE D'ESCH
L-1471 LUXEMBOURG
Signature

Référence de publication: 2014118221/13.

(140136629) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

European Retail Venture S.A., Société Anonyme.

Siège social: L-1331 Luxembourg, 21, boulevard Grande-Duchesse Charlotte.
R.C.S. Luxembourg B 109.637.

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 European Retail Venture S.A.

Référence de publication: 2014118227/10.

(140137056) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

EPX Holding SAH, Société Anonyme.

Siège social: L-2514 Luxembourg, 15, rue Jean-Pierre Sauvage.
R.C.S. Luxembourg B 52.738.

Le bilan au 31 décembre 2013 a été déposé au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Référence de publication: 2014118256/9.

(140135847) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Eurazeo Real Estate Lux, Société à responsabilité limitée.**Capital social: EUR 19.397,29.**

Siège social: L-2340 Luxembourg, 25, rue Philippe II.

R.C.S. Luxembourg B 94.709.

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.

Vincent CORMEAU / Christophe AUBUT

Gérants

Référence de publication: 2014118224/11.

(140135631) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

DB Capital Investments Sàrl, Société à responsabilité limitée.

Siège social: L-1115 Luxembourg, 2, boulevard Konrad Adenauer.

R.C.S. Luxembourg B 178.399.

Le bilan au 31 décembre 2013 a été déposé au registre de commerce et des sociétés de Luxembourg.
Pour mention aux fins de la publication au Mémorial, Recueil des Sociétés et Associations.

Signatures.

Référence de publication: 2014118180/10.

(140136316) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Dilos S.A., Société Anonyme Holding.

Siège social: L-7268 Bereldange, 23, Cité Aline Mayrisch.

R.C.S. Luxembourg B 25.680.

Les comptes annuels arrêtés 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.

Luxembourg.

Signature.

Référence de publication: 2014118190/10.

(140136089) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Elixia Holding S.à r.l., Société à responsabilité limitée soparfi.**Capital social: NOK 7.197.705,00.**

Siège social: L-1748 Findel, 7, rue Lou Hemmer.

R.C.S. Luxembourg B 160.877.

Les comptes annuels pour l'année 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 30 juillet 2014.

Signature

Un mandataire

Référence de publication: 2014118217/12.

(140136501) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Equiplus S.A., Société Anonyme.

Siège social: L-1537 Luxembourg, 3, rue des Foyers.

R.C.S. Luxembourg B 58.153.

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.

Fiduciaire Comptable B + C S.à.r.l.

Luxembourg

Référence de publication: 2014118257/11.

(140136253) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

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

Siège social: L-2453 Luxembourg, 2-4, rue Eugène Ruppert.
R.C.S. Luxembourg B 167.697.

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: 2014118215/9.

(140136864) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Elit Properties S.A., Société Anonyme Soparfi.

Siège social: L-2330 Luxembourg, 128, boulevard de la Pétrusse.
R.C.S. Luxembourg B 112.811.

Les comptes annuels, les comptes de Profits et Pertes ainsi que les Annexes de l'exercice clôturant au 31/12/2013 ont été déposés au registre de commerce et des sociétés de Luxembourg.

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

L'Organe de Gestion

Référence de publication: 2014118216/11.

(140136409) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Efeso SA., Société Anonyme.

R.C.S. Luxembourg B 174.384.

Le domicile de la société EFESO S.A., R.C.S. Luxembourg B n°174 384, constituée le 09 janvier 2013 par-devant Maître Jean-Joseph WAGNER, Notaire de résidence à Sanem (Grand-Duché de Luxembourg), publié au Mémorial C N° 562 du 07 mars 2013, établi au 11, rue Beaumont L - 1219 Luxembourg, a été dénoncé le 29.07.2014.

Luxembourg, le 29.07.2014.

MANACO S.A.

Signature

Référence de publication: 2014118232/12.

(140136588) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

ENN Solar Luxembourg S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

Siège social: L-1724 Luxembourg, 3B, boulevard du Prince Henri.
R.C.S. Luxembourg B 163.503.

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 30 juillet 2014.

Pour la Société

M. Shaohui ZHANG

Mandataire

Référence de publication: 2014118244/13.

(140136586) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

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

Siège social: L-2346 Luxembourg, 20, rue de la Poste.
R.C.S. Luxembourg B 133.749.

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: 2014118297/9.

(140137117) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

**Energy Powerhouse Consortium S.A., Société Anonyme,
(anc. Alpha 55 S.A.).**

Siège social: L-2449 Luxembourg, 5, boulevard Royal.
R.C.S. Luxembourg B 66.678.

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EXTRAIT

Il résulte du Conseil d'administration qui s'est tenu le 29 juillet 2014 à 17:00 au siège social de la société que:

- la démission avant terme de Madame Beatriz Garcia de son mandat d'administrateur de la société a été acceptée;
- Monsieur Benjamin Bodig, demeurant au 5, boulevard Royal, L-2449 Luxembourg, est nommé administrateur par cooptation, en remplacement de l'administrateur démissionnaire, jusqu'à sa ratification par l'assemblée générale des actionnaires lors de la prochaine réunion, avec expiration du mandat en 2018.

Pour extrait sincère et conforme

Signature

Le Conseil d'Administration

Référence de publication: 2014118218/16.

(140136369) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

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

Capital social: EUR 12.500,00.

Siège social: L-1855 Luxembourg, 44, avenue J.F. Kennedy.
R.C.S. Luxembourg B 180.273.

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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.

Pour Escalion S.à r.l.

Référence de publication: 2014118223/10.

(140136039) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Europe Tourism Invest and Engineering S.A., Société Anonyme.

Siège social: L-1610 Luxembourg, 8-10, avenue de la Gare.
R.C.S. Luxembourg B 176.982.

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Extrait des résolutions prises à Luxembourg en date du 24 juillet 2014 par l'administrateur unique de la société

Il a été décidé de transférer le siège social de la Société au 8-10, Avenue de la Gare, L-1610 Luxembourg en lieu et place du 69, boulevard de la Pétrusse L-2320 Luxembourg.

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

Référence de publication: 2014118225/11.

(140136016) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

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

Siège social: L-2134 Luxembourg, 50, rue Charles Martel.
R.C.S. Luxembourg B 60.509.

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Extrait des résolutions prises lors du Conseil d'Administration tenue en date du 22 mai 2014.

Il résulte de la réunion du Conseil d'Administration tenue en date du 22 mai 2014 que:

- Le siège social de la société est transféré du 42-44, avenue de la Gare, L-1610 Luxembourg au 50, rue Charles Martel, L-2134 Luxembourg et ce, avec effet au 1^{er} juin 2014.

- Les administrateurs M. Claude ZIMMER, M. Hendrik H.J. KEMMERLING et M. Rob SONNENSCHNEIN sont domiciliés professionnellement au 50, rue Charles Martel, 1^{er} étage L-2134 Luxembourg et ce, avec effet au 1^{er} juin 2014.

- L'administrateur LuxGlobal Management S.à r.l., société enregistrée auprès du Registre de Commerce et des Sociétés Luxembourg sous le numéro B159.893 est transféré au 50, rue Charles Martel, L-2134 Luxembourg et ce, avec effet au 1^{er} juin 2014. Représentant permanent M. Hendrik H.J. KEMMERLING domicilié professionnellement au 50, rue Charles Martel, 1^{er} étage L-2134 Luxembourg et ce, avec effet au 1^{er} juin 2014.

- De nommer comme Président du Conseil d'Administration Monsieur Claude ZIMMER, Président et administrateur, né le 18 juillet 1956 à Luxembourg (Luxembourg), domicilié professionnellement 50, rue Charles Martel 1^{er} étage, L-2134 Luxembourg.

Extrait sincère et conforme

Un mandataire

Référence de publication: 2014118203/22.

(140136198) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Micromex Holding S.A., Société Anonyme Soparfi.

Siège social: L-2449 Luxembourg, 5, boulevard Royal.

R.C.S. Luxembourg B 94.836.

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EXTRAIT

Il résulte du Conseil d'administration qui s'est tenu le 30 juillet 2014 à 15:00 au siège social de la société que:

- la démission avant terme de Madame Beatriz Garcia de son mandat d'administrateur de la société a été acceptée;
- PATRIMONIUM CONSULTANTS SARL, RCS B125844 demeurant au 5, boulevard Royal, L-2449 Luxembourg, représenté par son représentant permanent, Madame Colette Wohl, demeurant au 5, Boulevard Royal à L-2449 Luxembourg, est nommé administrateur par cooptation, en remplacement de l'administrateur démissionnaire, jusqu'à sa ratification par l'assemblée générale des actionnaires lors de la prochaine réunion, avec expiration du mandat en 2015.

Pour extrait sincère et conforme

Signature

Le Conseil d'Administration

Référence de publication: 2014118606/17.

(140137072) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Neovara European Mezzanine Partners 2003-D S.à r.l., Société à responsabilité limitée.

Siège social: L-2550 Luxembourg, 52-54, avenue du X Septembre.

R.C.S. Luxembourg B 99.795.

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EXTRAIT

Il a informé, que

la nouvelle adresse professionnelle de Monsieur Jean Lemaire est la suivante:

12A, rue Randlingen

L-8366 Hagen.

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

Luxembourg, le 24 juillet 2014.

Signature.

Référence de publication: 2014118283/14.

(140135465) Déposé au registre de commerce et des sociétés de Luxembourg, le 30 juillet 2014.

Eclipse Sat Media S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 116.570.

Le Bilan au 31.12.2013 et les annexes 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: 2014118211/9.

(140136148) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Fiduciaire GLACIS S.à r.l., Société à responsabilité limitée.

Siège social: L-1528 Luxembourg, 18A, boulevard de la Foire.

R.C.S. Luxembourg B 81.939.

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: 2014118301/9.

(140136631) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

EGC, Société à responsabilité limitée.

Siège social: L-2668 Luxembourg, 3, rue Julien Vesque.
R.C.S. Luxembourg B 12.360.

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.

FIDUCIAIRE ROLAND KOHN S.à.r.l.
259 ROUTE D'ESCH
L-1471 LUXEMBOURG
Signature

Référence de publication: 2014118233/13.

(140136594) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Egos S.A., Société Anonyme.

Siège social: L-5730 Aspelt, 12, rue de Mondorf.
R.C.S. Luxembourg B 118.628.

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
Un mandataire

Référence de publication: 2014118235/11.

(140136585) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

EHHS et MATSUI, S.e.n.c., Société en nom collectif.

Siège social: L-2346 Luxembourg, 20, rue de la Poste.
R.C.S. Luxembourg B 161.684.

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 la société
Luxembourg Corporation Company S.A.
Signatures

Référence de publication: 2014118236/12.

(140136257) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Econocom Luxembourg S.A., Société Anonyme.

Siège social: L-8399 Windhof (Koerich), 4, rue d'Arlon.
R.C.S. Luxembourg B 25.950.

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: 2014118231/9.

(140136669) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

Four Seasons Investments S.à r.l., Société à responsabilité limitée.

Siège social: L-1643 Luxembourg, 8, rue de la Grève.
R.C.S. Luxembourg B 179.331.

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: 2014118306/9.

(140136794) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

LX.Partners S.A., Société Anonyme.

Siège social: L-5884 Hesperange, 304, route de Thionville.

R.C.S. Luxembourg B 78.158.

L'an deux mille quatorze

le seize juillet.

Par-devant Nous Maître Jean-Joseph WAGNER, notaire de résidence à SANEM (Grand-Duché de Luxembourg),

s'est tenue

l'Assemblée Générale Extraordinaire des Actionnaires (l'«Assemblée») de «LX PARTNERS S.A.» (la «Société»), une société anonyme, établie et ayant son siège social au 304, route de Thionville, L-5884 Hesperange (R.C.S. Luxembourg, section B numéro 78 158), constituée suivant acte notarié daté du 05 octobre 2000, publié au Mémorial C, Recueil des Sociétés et Associations (le «Mémorial») numéro 223 du 27 mars 2001.

Les statuts de la Société furent modifiés pour la dernière fois suivant acte notarié dressé en date du 12 janvier 2007, lequel acte fut publié au Mémorial en date du 16 mai 2007, sous le numéro 893 et page 42850.

La séance est déclarée ouverte sous la présidence de Monsieur Bernard Creunier, avec adresse professionnelle à Metz (France).

Le Président désigne comme secrétaire de l'Assemblée Monsieur Cédric Creunier, avec adresse professionnelle à Fentange.

L'Assemblée choisit comme scrutateur Madame Laurence GREGO, assistante administrative, avec adresse professionnelle à Luxembourg.

Le Bureau de l'Assemblée étant ainsi constitué, le président expose et prie le notaire d'acter ce qui suit:

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

Ordre du jour

- a) Décision de dissoudre la Société et de prononcer sa liquidations.
- b) Nomination d'un liquidateur de la Société et détermination des pouvoirs du liquidateur.
- c) Divers.

II.- Il a été établi une liste de présence, renseignant les actionnaires présents ainsi que le nombre d'actions qu'ils détiennent, laquelle, après avoir été signée par les actionnaires et par les membres du Bureau, restera annexée au présent acte pour être soumise en même temps aux formalités de l'enregistrement.

III.- Il résulte de ladite liste de présence que toutes les mille (1.000) actions représentant l'intégralité du capital social souscrit de la Société fixé à TRENTE ET UN MILLE EUROS (31'000.- EUR) sont présentes à l'Assemblée qui est dès lors régulièrement constituée et peut valablement délibérer sur tous les points à l'ordre du jour.

Après délibération, l'Assemblée générale prend, chaque fois à l'unanimité, les résolutions suivantes:

Première résolution

L'Assemblée DÉCIDE de procéder à la dissolution de la Société et de prononcer sa mise en liquidation avec effet à ce jour.

Seconde résolution

L'Assemblée DÉCIDE de nommer comme seul liquidateur de la Société:

Maître Mike ERNIQUIN, avocat, né à Sigmaringen (Allemagne), le 26 janvier 1972, avec adresse professionnelle au 26, boulevard Grande-Duchesse Charlotte, L-1330 Luxembourg.

Troisième résolution

L'Assemblée DÉCIDE d'investir le liquidateur des pouvoirs suivants:

- le liquidateur a les pouvoirs les plus étendus prévus par les articles 144 et suivants des lois coordonnées sur les sociétés commerciales, telles que modifiées.
- le liquidateur peut accomplir les actes prévus à l'article 145 sans avoir à recourir à l'autorisation de l'Assemblée Générale des Associés dans les cas où elle est requise.
- le liquidateur est dispensé de passer inventaire et peut s'en référer aux écritures de la société.
- le liquidateur peut, sous sa responsabilité, pour des opérations spéciales et déterminées, déléguer à un ou plusieurs mandataires telle partie de leurs pouvoirs qu'il détermine.

Des bénéfiques nets de la liquidation, le liquidateur est autorisé à effectuer, à tout moment, en une ou plusieurs fois, toute distribution en espèces qu'il juge appropriée, eu égard cependant aux dispositions de la loi luxembourgeoise concernant les sociétés commerciales.

L'Assemblée a décidé d'approuver la rémunération du liquidateur tel que convenu entre les parties concernées.

Plus rien ne figurant à l'ordre du jour, la séance est levée.

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

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

Signé: B. CREUNIER, C. CREUNIR, L. GREGO, J.J. WAGNER.

Enregistré à Esch-sur-Alzette A.C., le 17 juillet 2014. Relation: EAC/2014/9932. Reçu douze Euros (12.- EUR).

Le Receveur ff. (signé): Monique HALSDORF.

Référence de publication: 2014119907/63.

(140137605) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} août 2014.

LSREF3 Eve Investments S.à r.l., Société à responsabilité limitée.

Siège social: L-8070 Bertrange, 33, rue du Puits Romain.

R.C.S. Luxembourg B 181.543.

L'an deux mille quatorze, le vingt-deux juillet.

Par-devant le soussigné Maître Martine SCHAEFFER, notaire résidence à Luxembourg, Grand-Duché de Luxembourg,

A comparu:

LSREF3 Eve Holdings S.à r.l., une société à responsabilité limitée constituée et existant sous le droit luxembourgeois, ayant son siège social à l'Atrium Business Park-Vitrum, 33, rue du Puits Romain, L-8070 Bertrange, Grand-Duché de Luxembourg, et immatriculée auprès du registre du commerce et des sociétés de Luxembourg (le «RCS») sous le numéro B 188.002 (l'«Associé Unique»),

ici représentée par Alexandra Fuentes, employée privé, ayant son adresse professionnelle à Luxembourg, en vertu d'une procuration donnée à Bertrange, le 10 juillet 2014,

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

Lequel comparant déclare que lors de l'assemblée générale extraordinaire de la société LSREF3 Eve Investments S.à r.l., une société à responsabilité limitée de droit luxembourgeois, ayant son siège social à l'Atrium Business Park-Vitrum, 33, rue du Puits Romain, L-8070 Bertrange, Grand-Duché de Luxembourg, inscrite au registre de commerce et des sociétés de Luxembourg sous le numéro B 181.543 (ci-après la «Société»), par-devant Maître Martine Schaeffer, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg, le 11 juillet 2014, enregistré à l'Administration de l'Enregistrement et des Domaines de Luxembourg en date du 14 juillet 2014, sous la relation LAC/2014/32871, en cours de dépôt au Registre de Commerce et des Sociétés et non encore publié au Mémorial C.

L'indication de l'associé unique était erronée, de sorte qu'il y a lieu de rectifier la mention «A COMPARU» qui aurait dû se lire comme suit:

Version anglaise:

“THERE APPEARED:

LSREF3 Eve Holdings S.à r.l., (prev. LSREF3 Lux Investments VI S.à r.l.) a private limited liability company (société à responsabilité limitée) incorporated and existing under the laws of the Grand Duchy of Luxembourg, having its registered office at Atrium Business Park-Vitrum, 33, rue du Puits Romain, L-8070 Bertrange, Grand Duchy of Luxembourg, and registered with the Luxembourg Trade and Companies Register (Registre de Commerce et des Sociétés, Luxembourg) (the “RCS”) under number B 188.002 (the “Sole Shareholder”),

(...)”

Version française:

«ONT COMPARU:

LSREF3 Eve Holdings S.à r.l., (anc. LSREF3 Lux Investments VI S.à r.l.) une société à responsabilité limitée constituée et existant sous le droit luxembourgeois, ayant son siège social à l'Atrium Business Park-Vitrum, 33, rue du Puits Romain, L-8070 Bertrange, Grand-Duché de Luxembourg, et immatriculée auprès du registre du commerce et des sociétés de Luxembourg (le «RCS») sous le numéro B 188.002 (l'«Associé Unique»),

(...)»

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

Et après lecture faite et interprétation donnée au mandataire du comparant, connu du notaire instrumentant par nom, prénom usuel, état et demeure, ledit mandataire a signé avec le notaire le présent acte.

Signé: A. Fuentes et M. Schaeffer.

Enregistré à Luxembourg Actes Civils, le 25 juillet 2014. Relation: LAC/2014/35177. Reçu douze euros Eur 12.-

Le Receveur (signé): Irène THILL.

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

Luxembourg, le 31 juillet 2014.

Référence de publication: 2014119895/51.

(140137858) Déposé au registre de commerce et des sociétés de Luxembourg, le 1^{er} août 2014.

ESM Fund, Société Anonyme sous la forme d'une SICAF - Fonds d'Investissement Spécialisé.

Siège social: L-5367 Schuttrange, 64, rue Principale.

R.C.S. Luxembourg B 189.105.

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STATUTES

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

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

Was held

an extraordinary general meeting of the shareholders (the "Meeting") of ESM Fund Ltd, a limited liability company, governed by the laws of the British Virgin Islands, having its registered office at P.O. Box 964, Road Town, Tortola British Virgin Islands, with BVI Business Company number 515507 (the "Company").

The Meeting is chaired by Mr Alex van Zeeland, managing director, residing professionally in Schuttrange.

The chairman appoints as secretary Mr James Scanlon, private employee, residing professionally in Schuttrange and the Meeting elects Ms Aikaterini Papayfanti, private employee, residing professionally in Schuttrange, as scrutineer.

The chairman requests the notary to act that:

- I. The present extraordinary general meeting has been convened according to the applicable laws.
- II. The shareholders present or represented and the number of shares held by the shareholders is shown on the attendance list. The attendance list and the proxies, signed ne varietur by the proxy holders and the notary, shall be affixed to this deed to be registered with the minutes.
- III. As appears from the attendance list, 157,573 shares, representing more than half the share capital of the Company, are represented at the Meeting. The Meeting is thus regulary constituted and can validly deliberate and resolve on all items of the agenda.

IV. The agenda of the Meeting is the following:

1. Ratification of the resolution taken by the directors of the Company to transfer the Company to the Grand Duchy of Luxembourg without discontinuity;
2. Registration of the Company with the Trade and Companies Register of Luxembourg;
3. Adoption of the Luxembourg nationality by the Company;
4. Establishment of the registered office of the Company at 64, rue Principale, L-5367 Schuttrange;
5. Change of name of the Company to "ESM Fund";
6. Conversion of the fixed share capital of the Company into variable capital;
7. Restatement of the articles of association as necessary to conform them to Luxembourg law;
8. Resignation of Rossan Corporate Management Ltd., appointment of Messrs Michel Donegani, Alex van Zeeland and Hugo Neuman and reappointment of Mr Clive Harris as directors of the Company;
9. Resignation of Deloitte & Touche and appointment of KPMG Luxembourg S.à r.l. as independent auditors of the Company;
10. Determination of transitory measures concerning the accounting year;
11. Confirmation of the transfer from the British Virgin Islands to Luxembourg in accordance with the principle of property and legal continuity; and
12. Miscellaneous.

The following documents have been submitted to the Meeting:

- (a) the directors' resolutions passed on 18 June 2014;
- (b) a certificate attesting that ESM Fund Ltd, appears to be registered with the Registrar of Corporate Affairs of the British Virgin Islands under BVI Business Company number 515507 since 30 September 2002.
- (c) the agreed-upon procedures report by KPMG Luxembourg S.à r.l. dated 14 July 2014 in relation to the net assets of the Company.

All above-mentioned documents initialed ne varietur by the appearing persons and the undersigned notary will remain attached to the present deed, to be filed with the registration authorities.

The conclusions of the report of KPMG Luxembourg S.à r.l. are as follows:

“1. With respect to item 1, we found no exception in the mathematical accuracy of the net asset value. We noted that the combined net asset value of classes A, B and C was USD 29,962,036.93 which is in excess of EUR 1,250,000 at 31 May 2014;

2. With respect to item 2, we did not find any exception;

3. With respect to item 3, we compared the valuation of the securities and derivatives listed in the portfolio statement as per the guidelines laid out in the offering memorandum dated August 2011 to an external source and agreed the total market value of the portfolio to the total market value included in the NAV statement;

- From the custodian ABN-AMRO Luxembourg S.A. we obtained confirmation of final prices of underlying funds included in the 31 May NAV to a value of USD 20,165,432 or 67 per cent of the Fund's net asset value. We note that certain underlying funds were valued at a lower value in the NAV of 31 May compared to the prices confirmed by ABN-AMRO. The total effect of this is USD 5,002.

- Additionally, we obtained statements issued by the administrators of underlying funds included in the 31 May NAV to a value of USD 3,238,158 or 11 per cent of the Fund's net asset value.

4. With respect to item 4, we obtained statements confirming existence of investments from ABN-AMRO Luxembourg S.A and administrators of underlying funds to the extent stated under point 3. We obtained confirmation of the full derivative position accounted for from F. van Lanschot Bankiers N.V.

5. With respect to item 5, we obtained a statement from the Transfer Agent showing the following number of shares outstanding as at 31 May 2014:

- Class A (USD): 113,158.676 shares
- Class B (EUR): 37,987.190 shares
- Class C (CHF): 42,009.694 shares

6. With respect to item 6, we obtained Custodian's statements of the cash balances as at 31 May 2014 and checked that the amounts were agreed to the NAV statement; No exception noted.

7. With respect to item 7, we obtained a listing of pending subscription and redemption orders not processed in the 31 May NAV calculation and found that net redemptions of 981.70 class B shares and 230.52 class C shares were due to be processed on the NAV calculated as at 31 May or the NAV calculated as at June 30. Based on the 31 May NAV the expected value of the redemptions is USD 193,155.56.

The total net asset value is expected to be in excess of EUR 1,250,000 as at the Continuation Date.”

Upon approbation and discussion, the Shareholders have taken unanimously the following resolutions:

First resolution

The Meeting resolves that the resolutions of the directors of the Company dated 18 June 2014 to continue the Company as a Luxembourg company be and are hereby ratified.

The Meeting resolves that any documents executed or actions performed by any authorised person in relation to the Company, and the transfer of its registered office be and is hereby approved, or to the extent necessary, ratified.

Second resolution

The Meeting resolves that the Company be registered with the Trade and Companies Register of Luxembourg as a specialised investment fund (fonds d'investissement spécialisé) organised as an investment company with variable capital (société d'investissement à capital variable) in the form of a public limited company (société anonyme).

The Meeting further resolves that the Company be struck off the Registrar of Corporate Affairs of the British Virgin Islands after registration with the Trade and Companies Register of Luxembourg.

Third resolution

The Meeting resolves that the Company adopt the Luxembourg nationality with immediate effect.

Fourth resolution

The Meeting resolves that the registered office of the Company be and is hereby established at 64, rue Principale, L-5367 Schuttrange.

Fifth resolution

The Meeting resolves that the name of the Company be and is hereby changed into “ESM Fund”.

Sixth resolution

The Meeting resolves that the fixed share capital of the Company be and is hereby converted into variable share capital, represented by fully paid up shares of no par value, which shall at any time be equal to the total net assets of the Company.

Seventh resolution

The Meeting resolves that the articles of association of the Company be and are hereby amended as far as necessary in order to conform them to Luxembourg laws and be and are hereby restated as follows:

“Preliminary Title - Definitions

0.1. Definitions

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

“Accounting Period”	a period (i) beginning on the date of incorporation of the Fund in the case of the first accounting period and in the case of a subsequent accounting period on 1 January in the relevant year and (ii) ending on the 31 December of the same year or, in the case of the final accounting period, on the date on which the Fund is liquidated;
“Administrative Agent”	the administrative agent of the Fund, as appointed from time to time;
“AIFM”	an alternative investment fund manager;
“AIFM Directive”	the European Directive 2011/61/EU on alternative investment fund managers and amending Directives 2003/41/EC and 2009/65/EC and Regulations (EC) No 1060/2009 and (EU) No 1095/2010;
“AIFM Law”	the Luxembourg law dated 12 July 2013 implementing the AIFM Directive;
“Article”	any article of these Articles of Incorporation;
“Articles of Incorporation”	the articles of incorporation of the Fund, as amended from time to time;
“Board”	the board of Directors of the Fund, as appointed from time to time;
“Business Day”	each day, except any Saturday, Sunday or public holiday, upon which banks are generally opened for business in Luxembourg;
“Class”	any one or more classes of Shares as may be available in the Fund, whose assets shall be commonly invested according to the Fund’s investment objective, with such income and profit entitlements, reference currency, subscription and redemption features, transferability rights, fees and costs structure, types of targeted investors or such other features as may be determined by the Board from time to time and described in the Offering Memorandum;
“Companies Law”	the Luxembourg law of 10 August 1915 on commercial companies as amended from time to time;
“CSSF”	the Commission de Surveillance du Secteur Financier, the regulatory body of the financial sector in Luxembourg or any successor thereof;
“Depository”	a bank or financial institution which satisfies the requirements of the SIF Law and the AIFM Law;
“Director”	a member of the Board, as appointed from time to time;
“Fund”	ESM Fund, a Luxembourg investment Fund with variable capital - specialised investment fund (société d’investissement à capital variable - fonds d’investissement spécialisé), established under the form of a public limited Fund (société anonyme) governed by the SIF Law;
“General Meeting”	any regularly constituted meeting of Shareholders;
“Net Asset Value”	the net asset value of the Fund, of a Class or per Share, as applicable, as determined in accordance with Article 13 and the Offering Memorandum;
“Off-Exchange Transfer”	any Transfer which is not an On-Exchange Sale;
“Offering Memorandum”	the offering document of the Fund, as the same may be amended from time to time;
“On-Exchange Sale”	any trade or sale of Shares by a Shareholder which is made through a regulated market or multilateral trading facility;
“Ordinary Majority”	a majority of Shareholders representing more than fifty per cent (50%) of the votes validly cast;
“Share”	any share of any Class in the capital of the Fund;
“Shareholder”	any holder of one or more Shares of any Class in the Fund;
“SIF Law”	the Luxembourg law of 13 February 2007 on specialised investment funds, as amended from time to time;
“Special Majority”	a majority of Shareholders representing at least two-thirds of the votes validly cast; such votes may be cast in front of a Luxembourg notary public as and when applicable;
“Transfer”	any transaction whereby a Shareholder assigns, transfers, or otherwise disposes of, grants a participation in, pledges, hypothecates or otherwise encumbers its Shares;
“UCI”	an undertaking for collective investment;
“USD”	United States Dollars, the lawful currency of the United States of America;
“Valuation Date”	any day on which the Net Asset Value is determined in accordance with these Articles of Incorporation and the Offering Memorandum, as determined by the Board and more fully described in the Offering Memorandum; and

“Well-Informed Investor” any well-informed investor according to article 2 of the SIF Law, which includes:

- (a) institutional investors;
 - (b) professional investors, being those investors who are, in accordance with Luxembourg laws and regulations, deemed to have the experience, knowledge and expertise to make their own investment decisions and properly assess the risk they incur; and
 - (c) any other well-informed investor who fulfils the following conditions:
 - (i) declares in writing that he adheres to the status of well-informed investor and invests a minimum of EUR 125,000 (or the equivalent in USD) in the Fund, or any equivalent amount in another currency; or
 - (ii) declares in writing that he adheres to the status of well-informed investor and provides an assessment made by a credit institution within the meaning of the Directive 2006/48/EC, by an investment firm within the meaning of Directive 2004/39/EC or by a management Fund within the meaning of Directive 2001/107/EC, certifying his expertise, his experience and his knowledge in adequately appraising an investment in the Fund;
- or any such Person to whom the conditions of article 2 of the SIF Law do not apply.

0.2. Interpretation

In these, unless otherwise specified or defined or unless the context specifically requires or admits:

- (a) Article and paragraph headings used in these Articles of Incorporation are inserted for ease of reference only and shall not affect construction.
- (b) references to times of the day are to that time in Luxembourg and references to a day are to a period of twenty-four (24) hours running from midnight.
- (c) words importing one gender shall be treated as importing any gender, words importing individuals shall be treated as importing corporations and vice versa, words importing the singular shall be treated as importing the plural and vice versa, and words importing the whole shall be treated as including a reference to any part thereof;
- (d) references to “writing” or “written” includes any non-transitory form of visible reproduction of words, including electronic transmissions;
- (e) references to the word “may” shall be construed as permissive and references to the word “shall” shall be construed as imperative;
- (f) references to the word “include” or “including” (or any cognate term) are not to be construed as implying any limitation and general words introduced by the word “other” (or any cognate term) shall not be given a restrictive meaning by reason of the fact that they are preceded or followed by words indicating a particular class of acts, matters or things;
- (g) references to statutory provisions or enactments shall include references to any amendment, modification, extension, consolidation, replacement or re-enactment of any such provision or enactment (whether before or after the date of these Articles of Incorporation), to any previous enactment which has been replaced or amended and to any regulation, instrument or order or other subordinate legislation made under such provision or enactment.; and
- (h) where a French term has been inserted in quotation marks or italics, such term alone (and not the English term to which it relates) shall prevail for the interpretation of the respective provision.

Title I - Name, Duration, Purpose, Registered Office

Art. 1. Name.

1.1 There exists an investment company with variable capital - specialised investment fund (société d'investissement à capital variable - fonds d'investissement spécialisé), in the form of a public limited Fund (société anonyme).

1.2 The Fund shall exist under the corporate name of “ESM Fund”.

1.3 The Fund is governed by the laws of the Grand Duchy of Luxembourg and, in particular, the Companies Law and the SIF Law, and these Articles of Incorporation.

Art. 2. Registered Office.

2.1 The registered office of the Fund is established in the Municipality of Schuttrange.

2.2 The registered office of the Fund may be transferred within the Municipality of Schuttrange by means of a resolution of the Board.

2.3 The registered office of the Fund may be transferred to any other place in the Grand Duchy of Luxembourg by a resolution of the General Meeting passed at the Special Majority.

2.4 Branches, subsidiaries or other offices may be established in the Grand Duchy of Luxembourg or abroad by a resolution of the Board.

2.5 Where the Board determines that extraordinary political or military developments or events have occurred or are imminent and that these developments or events may interfere with the normal activities of the Fund at its registered office, or with the ease of communication between such office and Persons abroad, the registered office may be temporarily transferred abroad until the complete cessation of these circumstances. Such temporary measures have no effect

on the nationality of the Fund, which, notwithstanding the temporary transfer of its registered office, remains a company incorporated in Luxembourg.

Art. 3. Duration.

3.1 The Fund is established for an unlimited duration.

3.2 The Fund shall not be dissolved by reason of the death, suspension of civil rights, incapacity, insolvency, bankruptcy or any similar event affecting one or several Shareholders.

Art. 4. Corporate Object.

4.1 The purpose of the Fund is to invest the funds available to it in any kind of assets eligible under the SIF Law with the aim of spreading investment risks and affording its Shareholders with the results of the management of its assets.

4.2 The Fund may take any measures and carry out any transaction which it may deem useful for the accomplishment and development of its purpose to the full extent permitted under the SIF Law and the AIFM Law.

Art. 5. Share Capital.

5.1 The share capital of the Fund shall be represented by fully paid up Shares of no par value and shall at any time be equal to the total net assets of the Fund as defined in Article 13.

5.2 The minimum capital of the Fund shall be one million two hundred fifty thousand Euros (EUR 1,250,000.-), which must be reached within twelve months after the date on which the Fund has been authorised in accordance with the SIF Law, and thereafter may not be less than such amount.

5.3 The share capital of the Fund shall be expressed in United States Dollars. For the purpose of determining the capital of the Company, the net assets attributable to each Class will, if not already denominated in United States Dollars, be converted into United States Dollars.

Art. 6. Classes of Shares.

6.1 The Board may, at any time, issue different Classes of Shares, which may carry different rights and obligations, without limitation, with regard to their target investors, fees and expenses structure, distribution rights and profit entitlements, subscription and redemption features, minimum initial or subsequent investment or holding requirements, transfer or ownership restrictions, or reference currencies, as described in the Offering Memorandum.

6.2 A separate Net Asset Value per Share, which may differ as a consequence of these features, shall be calculated for each Class in the manner described in Article 13.

6.3 The Fund may create additional Classes whose features may differ from the existing Classes, in which case, the Offering Memorandum shall be updated, if necessary.

Art. 7. Form of Shares.

7.1 The Fund shall issue Shares in registered form only.

7.2 All issued Shares of the Fund shall be registered in the register of Shareholders which shall be kept at the registered office of the Fund and such register shall contain the name of each owner, his residence or elected domicile as indicated, the number and Class of registered Shares held, the amount paid up on each Share and fractions thereof, if any, and any Transfer of Shares and the dates of such Transfers.

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

7.4 Each Shareholder shall provide the Fund with an address, facsimile number and electronic mail address to which all notices and announcements may be sent. Such address shall also be entered in the register of Shareholders. Shareholders may, at any time, change their address, facsimile number and electronic mail address as entered into the register of Shareholders by way of a written notification sent to the Fund.

7.5 In the event that a Shareholder does not provide an address, facsimile number or electronic mail address, the Fund may permit a notice to this effect to be entered into the register of Shareholders and the Shareholder's address, facsimile number or electronic mail address, where applicable, shall be deemed to be at the registered office of the Fund, or such other address as may be so entered into by the Fund from time to time, until another address is provided.

7.6 The Fund shall recognise only one owner per Share. If one or more Shares are jointly owned or if the ownership of such Shares is disputed, all Persons claiming a right to such Share must appoint a sole agent to represent such shareholding in dealings with the Fund. The Fund has the right to suspend the exercise of all rights attached to such Shares until such agent has been duly appointed. In the event that a Share is registered in the name of more than one Person, the first-named holder in the register shall be deemed to be the representative of all joint holders and shall alone be entitled to be treated as a holder of such Share for all purposes, including without limitation, to receive notices from the Fund. The same rule shall apply in case of a conflict between a usufruct holder (usufruitier) and a bare owner (nupropriétaire) or between a pledgor and a pledgee.

7.7 The Fund may decide to issue fractional Shares up to three decimals. Such fractional Shares shall not be entitled to vote, except where their number is such that they represent a whole Share, but shall be entitled to participate in the net assets attributable to the relevant Class on a pro rata basis.

7.8 Payments of dividends, if any, shall be made to Shareholders by bank transfer only.

Art. 8. Issue and Subscription of Shares.

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

8.2 Shares are exclusively reserved for subscription by Well-Informed Investors who are not deemed Restricted Persons as per Article 12.

8.3 Any conditions to which the issue of Shares may be submitted shall be detailed in the Offering Memorandum provided that the Board may, without limitation:

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

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

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

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

(e) levy a subscription charge in relation to any Class, and waive this subscription charge, in part or in full;

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

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

8.4 Shares shall be issued at the subscription price calculated in the manner and at such frequency as determined for each Class in the Offering Memorandum.

8.5 A process determined by the Board and described in the Offering Memorandum shall govern the chronology of the issue of Shares.

8.6 The Board may confer the authority upon any Director, any officer or other duly authorised representative to accept subscription applications, to receive payments for newly issued Shares and to deliver these Shares.

8.7 The Fund may, in its absolute discretion, accept or reject, in whole or in part, any request for subscription for Shares.

8.8 The Board may agree to issue Shares as consideration for a contribution in kind, in compliance with the conditions set forth by Luxembourg law. All costs related to the contribution in kind are borne by the Shareholder acquiring Shares in this manner.

Art. 9. Redemption of Shares. Redemption right of Shareholders

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

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

9.3 Subject to the provisions of Articles 13 and 14, the redemption price per Share shall be paid within a period determined by the Board and disclosed in the Offering Memorandum, provided that any redemption documents have been received by the Fund.

9.4 A process determined by the Board and described in the Offering Memorandum shall govern the chronology of the redemption of Shares.

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

9.6 If, in addition, on a Valuation Date, redemption applications as defined in this Article 9 and conversion applications as defined in Article 10 exceed a certain level set by the Board in relation to the Shares of a given Class, the Board may resolve to reduce proportionally part or all of the redemption or conversion applications for a certain time period and in the manner deemed necessary by the Board, in the best interest of the Fund. The portion of the non-proceeded redemptions shall then be proceeded by priority on the Valuation Date following this period, these redemption and

conversion applications shall be given priority and dealt with ahead of other applications (but subject always to the foregoing limit).

9.7 The Fund may discretionarily decide to, at the request of a Shareholder, satisfy all or part of the payment of the redemption price owed to any Shareholder in specie by allocating assets to the Shareholder from the portfolio set up in connection with the Class equal in value to the value of the Shares to be redeemed calculated in the manner described in Article 13 as of the Valuation Date or the time of valuation when the redemption price is calculated if the Fund determines that such a transaction would not be detrimental to the best interests of the remaining Shareholders. 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 other Shareholders in the given Class or Classes, as the case may be. Such a Shareholder may incur brokerage or local tax charges on any transfer or sale of securities so received in satisfaction of redemption. The valuation used shall be confirmed by a special report of the independent auditor of the Fund. The costs of any such transfers are borne by the transferee.

9.8 All redeemed Shares shall be cancelled.

9.9 All applications for redemption of Shares are irrevocable, except (in each case for the duration of the suspension) in accordance with Article 13, when the calculation of the Net Asset Value has been suspended or when redemption has been suspended as provided for in this Article 9.

Compulsory redemptions

9.10 Shares may be redeemed at the initiative of the Fund in accordance with, and in the circumstances set out under, this Article 9. The Fund may in particular:

(a) redeem Shares of any Class, on a pro rata basis among Shareholders in order to distribute proceeds generated by an investment through returns or its disposal on a pro rata basis among Shareholders, subject to compliance with the relevant distribution scheme (and, as the case may be, reinvestment rights) as provided in the Offering Memorandum, if any;

(b) compulsory redeem Shares (i) held by a Restricted Person as defined in, and in accordance with the provisions of Article 12, (ii) in case of liquidation or merger of Classes, in accordance with the provisions of Article 34; (iii) held by a Shareholder who fails to make, within a specified period of time determined by the Fund, any required contributions or certain other payments to the Fund (including the payment of any interest amount or charge due in case of default), in accordance with the terms of its subscription documents to the Fund in accordance with the provisions of the Offering Memorandum; and (iv) in all other circumstances, in accordance with the terms and conditions set out in the subscription documents, Offering Memorandum and these Articles.

Art. 10. Conversion of Shares.

10.1 Unless otherwise provided for in the Offering Memorandum, a Shareholder may convert Shares of a particular Class held in whole or in part into Shares of another Class, except otherwise decided by the Board.

10.2 The Board may make the conversion of Shares dependent upon additional conditions, as set forth in the Offering Memorandum.

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

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

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

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

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

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

10.7 All applications for the conversion of Shares are irrevocable, except -in each case for the duration of the suspension- in accordance with Article 14, when the calculation of the Net Asset Value of the Shares to be redeemed has

been suspended or when redemption of the Shares to be redeemed has been suspended as provided for in Article 9.6. If the calculation of the Net Asset Value of the Shares to be subscribed is suspended after the Shares to be converted have already been redeemed, only the subscription part of the conversion application can be revoked during this suspension.

10.8 If, in addition, on a Valuation Date or at some time during a Valuation Date redemption applications as defined in Article 9 and conversion applications as defined in this Article 10 exceed a certain level set by the Board in relation to the Shares issued in the Class, the Board may resolve to reduce proportionally part or all of the redemption and conversion applications for a certain period of time and in the manner deemed necessary by the Board, in the best interest of the Fund. The portion of the non-proceeded redemptions will then be proceeded by priority on the Valuation Date following this period, these redemption and conversion applications will be given priority and dealt with ahead of other applications (but subject always to the foregoing limit).

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

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

Art. 11. Transfer of Shares.

11.1 A Shareholder may only assign, transfer, or otherwise dispose of, grant a participation in, pledge, hypothecate or otherwise encumber its Shares (each such transaction, a Transfer) subject to the provisions of this Article 11 and the terms of the Offering Memorandum.

Off-Exchange Transfer

11.2 No Off-Exchange Transfer of all or any part of any Shareholder's Shares, whether direct or indirect, voluntary or involuntary (including, without limitation, to an affiliate or by operation of law), will be valid or effective if:

(a) the Off-Exchange Transfer would result in a violation of any law or regulation of Luxembourg, the United States or any other jurisdiction (including, without limitation, the U.S. Securities Act, any securities laws of the individual states of the United States, or ERISA) or subject the Fund to any other adverse tax, legal or regulatory consequences as determined by the Fund;

(b) the Off-Exchange Transfer would result in a violation of any term or condition of these Articles or of the Offering Memorandum; or

(c) the Off-Exchange Transfer would result in the Fund being required to register as an investment company under the U.S. Investment Fund Act.

11.3 It will be a condition of any Off-Exchange Transfer (whether permitted or required) that:

(a) the Fund approves such Off-Exchange Transfer (such approval not to be unreasonably withheld);

(b) the transferee represents in a form acceptable to the Fund that such transferee is not a Restricted Person and that the proposed Transfer itself does not violate any laws or regulations (including, without limitation, any securities laws) applicable to it;

(c) the transferee is not a Restricted Person.

11.4 Additional restrictions on Off-Exchange Transfer may be set out in the Offering Memorandum in which case no Off-Exchange Transfer of all or any part of any Shareholder's Shares in the Fund, whether direct or indirect, voluntary or involuntary (including, without limitation, to an affiliate or by operation of law), will be valid or effective if any of these additional restrictions on Off-Exchange Transfer is not complied with.

On-Exchange Sale

11.5 No restrictions will apply to any On-Exchange Sale, provided that Shares which are transferred to, or purchased by persons who do not fulfil the eligibility criteria in respect of the relevant Class as set out in the Offering Memorandum or who qualify as Restricted Persons may, inter alia, be subject to compulsory redemption by the Fund pursuant to Article 9.

11.6 Subject to the provisions of this Article 11, any authorised Transfer may be effected by a written declaration of transfer entered in the register of the Shareholders of the Fund, such declaration of transfer to be executed by the transferor and the transferee or by persons holding suitable powers of attorney or in accordance with the provisions applying to the transfer of claims provided for in article 1690 of the Luxembourg civil code. The Fund may also accept as evidence of transfer other instruments of transfer evidencing the consent of the transferor and the transferee satisfactory to the Fund.

Art. 12. Ownership Restrictions. Restricted Persons

12.1. The Fund may restrict or prevent the ownership of Shares by any person if:

(a) in the opinion of the Fund such holding may be detrimental to the Fund (because, for example but without limitation, such holding may result in a breach of any law or regulation, whether Luxembourg law or other law); or

(b) in the opinion of the Fund such holding may result (either individually or in conjunction with other investors in the same circumstances) in:

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

(ii) the Fund being subject to the U.S. Employee Retirement Income Security Act of 1974, as amended; or

(iii) the Fund being required to register (or register its Shares) under the laws of any jurisdiction other than Luxembourg (including, without limitation, the U.S. Securities Act or the U.S. Investment Fund Act);

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

(d) as a result thereof the Fund may become exposed to tax disadvantages or other financial disadvantages that it would not have otherwise incurred.

Such persons are to be determined by the Fund and are defined herein as Restricted Persons. A person that does not qualify as Well-Informed Investor will be regarded as a Restricted Person.

12.2 For such purposes the Fund may:

(a) decline to issue any Share and decline to register any Transfer of Share (other than an On-Exchange Sale), where such registration or Transfer would result in legal or beneficial ownership of such Share(s) by a Restricted Person; and

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

12.3 If it appears that an investor of the Fund is a Restricted Person, the Fund will be entitled to, in its absolute discretion:

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

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

(c) instruct the Restricted Person to sell his Shares to any Well-Informed Investor approved by the Fund and to demonstrate to the Fund that this sale was made within 10 business days of the sending of the relevant notice, subject each time to the applicable restrictions on Transfer; and/or

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

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

Title III. Net Asset Value

Art. 13. Calculation of Net Asset Value.

13.1 The Fund shall determine a net asset value for itself and each Class in accordance with Luxembourg law and these Articles as of each Valuation Date as stipulated in the Offering Memorandum in respect of each Class. The reference currency of the Fund is the United States Dollar.

13.2. Calculation of the Net Asset Value

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

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

(c) For the purpose of calculating the Net Asset Value per Class, the Net Asset Value will be calculated by calculating the aggregate of:

(i) the value of all assets of the Fund which are allocated to the relevant Class in accordance with the provisions of these Articles; less

(ii) all the liabilities of the Fund which are allocated to the relevant Class in accordance with the provisions of these Articles, and all fees attributable to the relevant Class, which fees have accrued but are unpaid on the relevant Valuation Date.

(d) The Net Asset Value per Share may be rounded up or down to the nearest whole cents of the currency in which the Net Asset Value of the relevant Shares are calculated.

13.3 The value of the assets of the Fund will be determined as follows:

(a) securities (including interests in listed UCIs) 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 which are not listed on a stock exchange nor dealt in on another regulated market will be valued on the basis of their fair value estimated with prudence and in good faith by the Board. If a net asset value is determined for the units or shares issued by a UCI which calculates a net asset value per share or unit, those units or shares will be valued on the basis of the latest net asset value determined according to the provisions of the particular issuing documents of this UCI or, at their latest unofficial net asset values (i.e. estimates of net asset values which are not generally used for the purposes of subscription and redemption or which may be provided by a pricing source -including the investment manager of the UCI- other than the administrative agent of the UCI) if more recent than their official net asset values. The Net Asset Value calculated on the basis of unofficial net asset values of UCIs may differ from the Net Asset Value which would have been calculated, on the relevant Valuation Date, on the basis of the official net asset values determined by the administrative agents of the UCIs. However, such Net Asset Value is final and binding notwithstanding any different later determination. In case of the occurrence of an evaluation event that is not reflected in the latest available net asset value of such shares or units issued by such UCIs, the valuation of the shares or units issued by such UCIs may be estimated with prudence and in good faith in accordance with procedures established by the Board to take into account this evaluation event. The following events qualify as evaluation events: capital calls, distributions or redemptions effected by the UCI or one or more of its underlying investments as well as any material events or developments affecting either the underlying investments or the UCIs themselves;

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

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

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

(f) all other assets are valued at fair value as determined in good faith pursuant to procedures established by the Board. Money market instruments held by the Fund with a remaining maturity of ninety (90) days or less will be valued by the amortised cost method, which approximates market value.

The Board, 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 Fund in compliance with Luxembourg law. This method will then be applied in a consistent way. The Administrative Agent can rely on such deviations as approved by the Board for the purpose of the Net Asset Value calculation.

13.4 For the purpose of determining the value of the Fund's assets, the Administrative Agent, having due regards to the standard of care and due diligence in this respect, may, when calculating the Net Asset Value, rely, unless there is manifest error, upon the valuations provided (i) by various pricing sources available on the market such as pricing agencies or fund administrators, (ii) by prime brokers and brokers, or (iii) by specialist(s) duly authorised to that effect by the Board. Finally, in the case no prices are found or when the valuation may not correctly be assessed, the Administrative Agent may rely upon the valuation provided by the Board.

In circumstances where (i) one or more pricing sources fails to provide valuations to the Administrative Agent, which could have a significant impact on the Net Asset Value, or where (ii) the value of any asset(s) may not be determined as

rapidly and accurately as required, the Administrative Agent is authorised not to calculate the Net Asset Value and as a result may be unable to determine subscription, conversion and redemption prices. The Board will be informed immediately by the Administrative Agent should this situation arise. The Board may then decide to suspend the calculation of the Net Asset Value in accordance with Article 14.

13.5 The liabilities of the Fund will be deemed to include:

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

13.6 For the purpose of this Article 13,

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

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

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

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

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

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

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

13.7 Allocation of assets and liabilities

The assets and liabilities of the Fund will be allocated as follows:

(a) the proceeds to be received from the issue of Shares of any Class will be applied in the books of the Fund corresponding to that Class, provided that if several Classes are outstanding in the Fund, the relevant amount will increase the proportion of the net assets attributable to that Class;

(b) the assets and liabilities and income and expenditure applied to one or more Classes will be attributable to the relevant Class or Classes;

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

(d) where the Fund incurs a liability in relation to any asset of one or more particular Classes or in relation to any action taken in connection with an asset of one or more particular Classes, such liability will be allocated to the relevant Class or Classes;

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

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

13.8 General rules

(a) all valuation regulations and determinations will be interpreted and made in accordance with Luxembourg law;

(b) for the avoidance of doubt, the provisions of this Article 13 are rules for determining the Net Asset Value per Share and are not intended to affect the treatment for accounting or legal purposes of the assets and liabilities of the Fund or any Shares issued by the Fund;

(c) the Net Asset Value per Share of each Class is made public at the registered office of the Fund and available at the offices of the Administrative Agent. The Fund may arrange for the publication of this information in the reference currency of each Class and any other currency at the discretion of the Fund in leading financial newspapers. The Fund cannot accept any responsibility for any error or delay in publication or for non-publication of prices.

Art. 14. Temporary Suspension of Calculation of Net Asset Value.

14.1 The Fund may at any time and from time to time suspend the determination of the Net Asset Value of Shares of any Class, the issue of the Shares of such Class to subscribers and the redemption of the Shares of such Class from its Shareholders as well as conversions of Shares of any Class in the Fund:

(a) during any period when one or more exchanges which provide the basis for valuing a substantial portion of the assets of the Fund are closed other than for or during holidays or if dealings therein are restricted or suspended or where trading is restricted or suspended;

(b) during any period when, as a result of the political, economic, military, terrorist or monetary events or any circumstance outside the control, responsibility and power of the Board, or the existence of any state of affairs in the market, disposal of the assets of the Fund is not reasonably practical without materially and adversely affecting and prejudicing the interests of Shareholders or if, in the opinion of the Board, a fair price cannot be determined for the assets of the Fund;

(c) in the case of a breakdown of the means of communication normally used for valuing any asset of the Fund which is material or if for any reason the value of any asset of the Fund which is material in relation to the Net Asset Value (as to which the Board will have sole discretion) may not be determined as rapidly and accurately as required;

(d) if, as a result of exchange restrictions or other restrictions affecting the transfer of funds, transactions on behalf of the Fund are rendered impracticable, or if purchases, sales, deposits and withdrawals of the assets of the Fund cannot be effected at the normal rates of exchange;

(e) when the value of a substantial part of the investments of the Fund or any intermediary vehicle may not be determined accurately;

(f) in circumstances as set out, and in accordance with, Article 13.4 above;

(g) when the net asset value calculation of, and/or the redemption right of investors in, one or more target UCIs representing a substantial portion of the assets of the Fund is suspended;

(h) when the suspension is required by law or legal process;

(i) when for any reason the Board determines that such suspension is in the best interests of investors;

(j) upon the publication of a notice convening an extraordinary General Meeting of Shareholders for the purpose of winding-up the Fund; or

(k) when for any other reason, the prices of any investments of the Fund cannot be determined promptly.

14.2 Any such suspension may be notified by the Fund in such manner as it may deem appropriate to the persons likely to be affected thereby. The Fund will notify Shareholders requesting redemption or conversion of their Shares of such suspension.

14.3 Any request for subscription, redemption and conversion will be irrevocable except in the event of a suspension of the calculation of the Net Asset Value per Share. Withdrawal of a subscription or of an application for redemption or conversion will only be effective if written notification by letter or by fax is received by the Administrative Agent before termination of the period of suspension, failing which subscription, redemption applications not withdrawn will be processed on the first Valuation Date following the end of the suspension period, on the basis of the Net Asset Value per Share determined on such Valuation Date.

14.4 Under exceptional circumstances that may adversely affect the interests of Shareholders, or in case of massive redemption applications, the Board reserves the right only to determine the issue/redemption or conversion price after having executed, as soon as possible, the necessary sales of securities or other assets on behalf of the Fund. In this case, subscription, redemption and conversion applications in process will be dealt with on the basis of the Net Asset Value thus calculated.

Title III - Administration

Art. 15. Management.

15.1 The Fund shall be managed by a Board composed of not less than three (3) members, who need not be Shareholders of the Fund.

15.2 The Directors shall be elected by resolution adopted by the General Meeting at the Ordinary Majority for a renewable term not exceeding six (6) years. The General Meeting shall further determine the number of Directors, their remuneration and the term of their office.

15.3 Any Director may be removed with or without cause or be replaced at any time by resolution adopted by the General Meeting at the Ordinary Majority.

15.4 In the event of a vacancy in the office of a Director the remaining Directors may temporarily fill such vacancy. The Shareholders shall take a final decision regarding such vacancy at their next General Meeting.

15.5 When a legal entity is appointed as a Director of the Fund, such entity must designate a permanent representative in order to accomplish this task in its name and on its behalf. The permanent representative is subject to the same conditions and obligations, and incurs the same liability as if he was performing this task for his own account and on his own behalf, without prejudice to his and the entity's joint liability. The legal entity may not revoke a permanent representative unless it simultaneously appoints a new permanent representative.

15.6 The risk and portfolio management of the Fund shall be performed by an AIFM. The AIFM may be established (i) in Luxembourg and authorised under the AIFM Law, (ii) in another member state of the European Union or (iii) subject to article 66 (3) of the AIFM Directive, in a third country authorised under the AIFM Directive.

Art. 16. Board Meetings.

16.1 The Board shall appoint a chairman, and may appoint one or more vice-chairmen, among its members. The Board may also appoint a secretary, who needs not be a Director, who shall write and keep the minutes of the meetings of the Board and of the Shareholders.

16.2 The chairman shall preside at all meetings of the Board. In his absence, the other members of the Board shall appoint another chairman pro tempore who will preside at the relevant meeting by simple majority vote of the Directors present or represented at such meeting.

16.3 The Board shall meet upon call by the chairman, or any two Directors, at the place indicated in the notice of meeting.

16.4 Written notice of any meeting of the Board shall be given to all Directors at least twenty-four (24) hours prior to the date set for such meeting, except in circumstances of emergency, in which case the nature of such circumstances shall be set forth in the notice of meeting.

16.5 No such written notice is required if all the members of the Board are present or represented during the meeting and if they state to have been duly informed, and to have had full knowledge of the agenda of the meeting. The written notice may be waived by the consent in writing, whether in original, by telefax, or e-mail to which an electronic signature is affixed, of each member of the Board. Separate notice shall not be required for meetings held at times and places fixed in a resolution passed by the Board.

16.6 Any Director may act at any meeting by appointing in writing another Director as his proxy.

16.7 The Board can validly debate and take decisions only if at least the majority of its members is present or represented. A Director may represent more than one of his colleagues, under the condition however that at least two Directors are present at the meeting or participate at such meeting by way of any means of communication that are permitted under the Articles and by the Companies Law. Decisions are taken by the majority of the members present or represented.

16.8 In case of a tied vote, the Chairman of the meeting will have a casting vote.

16.9 Any Director may participate in a meeting of the Board by audio or video conference or similar means of communications equipment whereby where (i) the persons attending the meeting can be identified, (ii) persons attending the meeting can hear and speak to each other, (iii) the transmission of the meeting is performed on an ongoing basis and (iv) the Directors can properly deliberate. The participation in a meeting by these means is deemed equivalent to a participation in person at such meeting. A meeting of the Board held by such means of communication will be deemed to be held in Luxembourg.

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

Art. 17. Board Resolutions.

17.1 Resolutions of the Board will be recorded in minutes signed by the chairman or the member of the Board who presided such meeting.

17.2 Copies of extracts of such minutes to be produced in judicial proceedings or elsewhere will be validly signed by the chairman of the meeting or any two directors.

Art. 18. Powers of the Board.

18.1 The Board is vested with the broadest powers to perform all acts of disposition and administration in the Fund's interest.

18.2 All powers not expressly reserved by law or by these Articles of Incorporation to the General Meeting are within the competence of the Board.

Art. 19. Delegation of Powers.

19.1 The Board may appoint a person, whether a Shareholder or not, or Director or not, who shall have full authority to act on behalf of the Fund in all matters concerned with the daily management of the affairs of the Fund.

19.2 The AIFM may delegate one or more of its duties on its behalf to third parties, provided that such delegation complies with the conditions of Article 18 of the AIFM Law if the AIFM is established in Luxembourg, or with those of Article 66(3) of the AIFM Directive if the AIFM is established in a third country in the meaning of the AIFM Directive.

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

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

19.5 The Board may establish committees and delegate to such committees full authority to act on behalf of the Fund in all matters concerned with the daily management and affairs of the Fund or to act in a purely advisory capacity to the Fund. The rules concerning the composition, functions, duties, remuneration of these committees will be as set forth in the Offering Memorandum.

Art. 20. Corporate Signature.

20.1 The Fund shall be bound towards third parties in all matters by the joint signatures of any two members of the Board.

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

Art. 21. Investment Policies and Restrictions.

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

21.2 The Board shall also have power to determine any restrictions which will from time to time be applicable to the investment of the Fund's assets, in accordance with the SIF Law including, without limitation, restrictions in respect of:

(a) the borrowings of the Fund and the pledging of its assets; and

(b) the maximum percentage of the Fund's assets which it may invest in any single underlying asset and the maximum percentage of any type of investment which it may acquire.

21.3 The Board, acting in the best interests of the Fund, may decide, in accordance with the terms of the Offering Memorandum, that all or part of the assets of the Fund be co-managed on a segregated basis with other assets held by other investors, including other UCIs and/or their sub-funds.

Art. 22. Depositary.

22.1 The Fund shall enter into a depositary agreement with a Depositary who will assume towards the Fund and its Shareholders the responsibilities provided by the SIF Law and the AIFM Law. The fees payable to the Depositary will be determined in the depositary agreement.

22.2 In the event of the Depositary wishes to retire, the Board shall within two months appoint another financial institution to act as depositary and upon doing so the Board shall appoint such institution to be depositary in place of the retiring Depositary. The Board shall have power to terminate the appointment of the Depositary but shall not remove the Depositary unless and until a successor depositary will have been appointed in accordance with this provision to replace the Depositary.

Art. 23. Conflict of Interests.

23.1 No contract or other transaction between the Fund and any other person shall be affected or invalidated by the fact that any one or more of the Directors or officers of the Fund is interested in, or is a director, associate, officer or employee of such other fund or firm. Any Director or officer of the Fund who serves as a director, officer or employee of any person, with which the Fund shall contract or otherwise engage in business, shall not, by reason of such affiliation with such other person, be prevented from considering and voting or acting upon any matters with respect to such contract or other business.

23.2 In the event that any Director or officer of the Fund may have in any transaction of the Fund an interest different to the interests of the Fund, such Director or officer shall make known to the Board such conflict of interests and shall not consider or vote on any such transaction and such transaction, and such Director's or officer's interest therein shall be reported to the next succeeding meeting of Shareholders.

23.3 The conflict of interests referred to in the preceding paragraph, shall not include any relationship with or interest in any matter, position or transaction involving the sponsor, the investment manager, the depositary, the administrator, the distributors as well as any other person as may from time to time be determined by the Board on its discretion.

Art. 24. Indemnification.

24.1 The Fund may indemnify any Director, officer or committee member and each of their managers, directors, officers, agents and employees (each referred to as an Indemnified Person) against expenses reasonably incurred by them in connection with any action, suit or proceeding to which they may be made a party by reason of their being or having been a Director or officer or committee member of the Fund or, at their request, of any other entity of which the Fund is a Shareholder or creditor and from which they are not entitled to be indemnified, except in relation to matters as to which they shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or wilful misconduct; in the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Fund is advised by counsel that the person to be indemnified did not commit such a breach of duty.

24.2 The Board may decide that expenses effectively incurred by any Indemnified Person in accordance with this Article may be advanced to that Indemnified Person, provided that the Indemnified Person shall repay the advanced amounts if it is ultimately determined that it has not met the standard of care for which indemnification is available.

24.3 The Fund may, wherever deemed appropriate, provide professional, directors' and officers' or other adequate indemnity insurance coverage to one or more Indemnified Persons.

24.4 The foregoing right of indemnification shall not exclude other rights to which such indemnified Person may be entitled.

Title IV - General Meetings

Art. 25. Powers.

25.1 The General Meeting shall represent the entire body of Shareholders of the Fund.

25.2 Its resolutions shall be binding upon all the Shareholders of the Fund. It shall have the broadest powers to order, carry out or ratify acts relating to the operations of the Fund.

Art. 26. Annual General Meeting of Shareholders, Other Meetings.

26.1 The annual General Meeting is held every year at the Fund's registered office or at any other address in Luxembourg indicated in the convening notice. The annual General Meeting shall be held on the third Friday of June at 11 am (Luxembourg time) unless this day is not a Business Day, in which case the General Meeting shall be held on the preceding Business Day.

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

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

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

Art. 27. Notice, Quorum, Convening Notices, Powers of Attorney and Vote.

27.1 The notice periods and quorum provided for by the Companies Law shall govern the notice for, and the conduct of, the General Meetings, unless otherwise provided herein.

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

27.3 As all the Shares are in registered form, the convening notices may be made by registered letters only.

27.4 Each Share is entitled to one vote, subject to Article 7.7.

27.5 Except as otherwise required by the Companies Law or these Articles, resolutions at a General Meeting shall be passed at the Ordinary Majority and resolutions relating to the amendment of these Articles shall be passed at the Special Majority.

27.6 Notwithstanding the foregoing, any increase of any Shareholder's commitment, change of the Fund's nationality, modification of any right to distribution, modification of the majority requirements for the amendment of the Articles shall require the unanimous consent of the Shareholders.

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

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

27.9 The Shareholders may vote in writing (by way of a voting bulletins) on resolutions submitted to the General Meeting provided that the written voting bulletins include (i) the name, first name, address and the signature of the relevant Shareholder, (ii) the indication of the Shares for which the Shareholder will exercise such right, (iii) the agenda as set forth in the convening notice and (iv) the voting instructions (approval, refusal, abstention) for each point of the agenda. In order to be taken into account, the original voting bulletins must be received by the Fund 72 (seventy-two) hours before the relevant General Meeting. Votes relating to Shares for which the Shareholder did not participate in the vote, abstain from voting, cast a blank (blanc) or spoilt (nul) vote are not taken into account to calculate a majority.

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

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

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

Art. 28. General Meetings of Shareholders held in Class.

28.1 Shareholders of any Class may hold, at any time, General Meetings to decide on any matters which relate exclusively to that Class.

28.2 The provisions of Article 27 apply to such General Meetings, unless the context otherwise requires or admits.

Title VI. Accounts - Distributions

Art. 29. Accounting Period.

29.1 Unless otherwise provided herein, the Accounting Period of the Fund shall commence each year on the first day of January and shall end on the last day of December of the same year.

Art. 30. Accounts.

30.1 Each year, at the end of the financial year, the Board shall draw up the annual accounts of the Fund in accordance with generally accepted accounting principles in Luxembourg (Lux GAAP) and in the form required by the SIF Law.

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

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

30.4 The annual accounts shall be approved by the annual General Meeting.

Art. 31. Auditor.

31.1 The accounting data related in the annual report of the Fund shall be examined by an independent auditor (réviseur d'entreprises agréé) appointed by the General Meeting and remunerated by the Fund.

31.2 The auditor shall fulfil the duties prescribed by the SIF Law.

Art. 32. Distributions.

32.1 The General Meeting determines, upon proposal from the Board and within the limits provided by law and the Offering Memorandum, how the income from the Fund shall be applied with regard to each existing Class, and may declare, or authorise the Board to declare, dividends.

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

32.3 Payments of dividends to Shareholders shall be made to such Shareholders at their addresses in the register of Shareholders.

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

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

32.6 Any dividend that has not been claimed within five years of its declaration shall be forfeited and revert to the relevant Class or Classes.

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

Title VII. Dissolution - Liquidation - Merger

Art. 33. Dissolution and Liquidation of the Fund.

33.1 The Fund may at any time be dissolved by a resolution of the General Meeting passed at the Special Majority.

33.2 Whenever the share capital falls below two thirds of the minimum capital indicated in Article 5.3, the Board shall refer the question of the dissolution of the Fund to the General Meeting, whose resolutions may be adopted at the Ordinary Majority.

33.3 Whenever the share capital falls below one quarter of the minimum capital indicated in Article 5.3, the Board shall refer the question of the dissolution of the Fund to the General Meeting, which shall be held without any quorum requirements and may decide the dissolution of the Fund by a resolution of Shareholders holding twenty-five (25%) of the Shares represented at such General Meeting.

33.4 Where the holding of a General Meeting is required in accordance with Article 33.2 or 33.3 above, such General Meeting must be convened so that it is held within a period of forty (40) days from the assessment that the net assets of the Fund have fallen below two thirds or one quarter of the legal minimum, as the case may be.

33.5 In the event of dissolution of the Fund, liquidation shall be carried out by one or several liquidators (who may be individuals or legal entities) appointed by the General Meeting deciding on such dissolution and subject to the approval of the CSSF. The General Meeting shall also determine the powers and the compensation of the liquidators.

33.6 The operations of liquidation shall be carried out pursuant to Luxembourg applicable laws.

33.7 The net proceeds of liquidation shall be distributed by the liquidator to the Shareholders in accordance with the rules applicable to the allocation of profits as referred to under Article 32 above.

33.8 Any liquidation proceeds that cannot be distributed to their beneficiaries upon the implementation of the liquidation shall be deposited with the Luxembourg "Caisse de Consignation". If amounts deposited remain unclaimed beyond the prescribed time limit, they shall be forfeited.

Art. 34. Liquidation or Merger of Classes of Shares.

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

34.2 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 Class.

34.3 In addition, the General Meeting of any Class shall, in any other circumstances, have the power, upon proposal from the Board, to redeem all the Shares of the relevant Class and refund to the Shareholders the Net Asset Value of their Shares (taking into account actual realisation prices of investments and realisation expenses) calculated on the Valuation Date immediately preceding the date at which such decision shall take effect. There shall be no quorum requirements for a General Meeting constituted pursuant to this Article 34, which shall decide by resolution taken by simple majority of those present or represented and voting at such meeting.

34.4 Assets which may not be distributed to their beneficiaries upon the implementation of the redemption shall be deposited with a bank or credit institution as defined by the act dated 5 April 1993 on the financial sector, as amended for a period of six months; after such period, the assets shall be deposited with the Caisse de Consignation on behalf of the persons entitled thereto.

34.5 All redeemed Shares shall be cancelled.

34.6 The Board may decide to allocate the assets of the Fund to those of another UCI organised under the provisions of the SIF Law or of Part II of the law of 17 December 2010 concerning UCIs, as amended, or to another sub-fund within such other UCI (the "New Sub-fund") and to redesignate the Shares of the Fund as shares of the New Sub-fund (following a split or consolidation, if necessary, and the payment of the amount corresponding to any fractional entitlement to Shareholders). Such decision shall be communicated in the same manner as described in the first paragraph of this Article one month before its effectiveness (and, in addition, the publication shall contain information in relation to the New Sub-fund), in order to enable Shareholders to request redemption of their Shares, free of charge, during such period.

34.7 Furthermore, a contribution of the assets and liabilities attributable to any Class to another UCI referred to in Article 34.6 or to another sub-fund within such other UCI shall require a resolution of the General Meeting of the relevant Class passed at the Special Majority, except when such an amalgamation is to be implemented with a Luxembourg UCI

of the contractual type (fonds commun de placement) or a foreign based UCI, in which case resolutions of the General Meeting shall be binding only on such Shareholders who have voted in favour of such amalgamation.

Title VIII. General

Art. 35. Applicable Law.

35.1 All matters not governed by these Articles of Incorporation shall be determined in accordance with the Companies Law, the SIF Law and the AIFM Law.”

Eighth resolution

The Meeting resolves that:

- (a) the resignation of Rossan Corporate Management Ltd as director of the Company be accepted;
- (b) Rossan Corporate Management Ltd and Clive Harris be granted full discharge for the performance of their duties as directors of the Company for the time it was a British Virgin Islands business company.
- (c) the following directors be appointed as directors of the Company with immediate effect until the annual general meeting to be held in 2015:
 - (i) Michel Donegani, born on 18 February 1963 in Valais (Switzerland), with professional address at 7, route de la Longeraie, CH-1110 Morges (Switzerland);
 - (ii) Alexander van Zeeland, born on 16 October 1970 in Den Haag (The Netherlands), with professional address at 64, rue Principale, L-5367 Schuttrange;
 - (iii) Hugo Neuman, born on 21 October 1960 in Amsterdam (The Netherlands), with professional address at 16, rue JB Fresez, L-1542 Luxembourg; and
 - (iv) Clive Harris, born on 13 February 1955 in London (United Kingdom), with professional address at 5, Olivias Cove, PO Box 30142, Grand Cayman KY1-1201, Cayman Islands.

Ninth resolution

The Meeting resolves that the resignation of Deloitte & Touche as auditors of the Company be and is hereby accepted and that KPMG Luxembourg S.à r.l. be and is hereby appointed as independent auditors of the Company with immediate effect until the annual general meeting to be held in 2015.

Tenth resolution

The Meeting resolves that the first accounting year under Luxembourg law begin on 14 July 2014 and end on 31 December 2014.

Eleventh resolution

The Meeting resolves that the net asset value statement as at 31 May 2014 drafted for the transfer of the registered office and consequent nationality change, integrally corresponds to the net asset value statement as of 14 July 2014 in Luxembourg.

Twelfth resolution

The Meeting resolves to authorise Mr Alex van Zeeland, acting individually, with power of substitution, to take all required legal steps in order to implement the above resolutions.

Statement - Costs

The amount, approximately at least, of costs, expenses, salaries or charges, in whatever form it may be incurred or charged to the Company as a result of its formation, is approximately evaluated at EUR 7,500.-

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

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

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

Signé: A. VAN ZEELAND, J. SCANLON, A. PAPAYFANTI et H. HELLINCKX.

Enregistré à Luxembourg A.C., le 22 juillet 2014. Relation: LAC/2014/34374. Reçu soixante-quinze euros (75.- EUR).

Le Releveur (signé): I. THILL.

POUR EXPEDITION CONFORME - délivrée à la société sur demande.

Luxembourg, le 31 juillet 2014.

Référence de publication: 2014121341/1003.

(140139732) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2014.

Electa Capital Partners S.A., Société Anonyme de Titrisation.

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

R.C.S. Luxembourg B 109.058.

L'AN DEUX MILLE QUATORZE, LE VINGT-QUATRE JUILLET.

Par-devant Maître Cosita DELVAUX, notaire de résidence à Redange-sur-Attert, Grand-Duché de Luxembourg.

A comparu:

Monsieur Massimo LONGONI, conseiller économique, demeurant à Luxembourg,

agissant en sa qualité d'administrateur et mandataire spécial de la société anonyme de droit luxembourgeois dénommée "ELECTA CAPITAL PARTNERS S.A.", société de titrisation, ayant son siège social à Luxembourg, 26-28, Rives de Clausen, R.C.S. Luxembourg B109058,

constituée aux termes d'un acte reçu par Maître Jacques DELVAUX alors notaire de résidence à Luxembourg, en date du 3 juin 2005, publié au Mémorial C numéro 767 du 14 avril 2006, et dont les statuts de la société ont été modifiés pour la dernière fois en vertu d'un constat reçu par le prénommé Maître Jacques DELVAUX, en date du 9 janvier 2013, publié au Mémorial C numéro 576 du 8 mars 2013,

en vertu d'un pouvoir lui conféré par décision du conseil d'administration de la Société, prise en sa réunion du 10 juillet 2014

une copie par extrait du procès-verbal de ladite réunion, après avoir été signée "ne varietur" par le comparant et le notaire instrumentant, restera annexée au présent acte avec lequel elle sera soumise à la formalité du timbre et de l'enregistrement.

Lequel comparant, ès-qualité qu'il agit, a requis le notaire instrumentant d'acter les déclarations suivantes:

Exposé préliminaire

A) Le capital est fixé à EUR 55.660,- (cinquante-cinq mille six cent soixante Euros), divisé en:

27.500 (vingt-sept mille cinq cents) Actions de catégorie A ayant une valeur nominale de EUR 2,- (deux Euros) chacune plus une prime d'émission s'élevant à 0,20 (zéro Euro vingt Cents) par action,

305 (trois cent cinq) actions de catégorie C ayant une valeur nominale de EUR 2,- (deux Euros) plus une prime d'émission s'élevant à EUR 400,- (quatre cents Euros) par action, et

25 (vingt-cinq) actions de catégorie J ayant une valeur nominale de EUR 2,- (deux Euros) plus une prime d'émission s'élevant à EUR 400,-(quatre cents Euros) par action,

le capital émis de la Société comprendra à tous moments des Actions A représentant un minimum de 50,1% du capital par actions émis et des Actions rachetables C, J (ainsi que d'autres catégories), représentant entièrement le maximum restant de 49,9%.

B) En vertu de l'article 8 des statuts relatif au rachat d'actions, «les Actions peuvent être rachetées sur décision de leur détenteur à tout moment à l'expiration de 1 (un) an à compter de leur date de souscription. Un détenteur ne peut décider du rachat de ses actions que s'il a obtenu l'accord de tous les actionnaires de la même catégorie.

Sur avis préalable donné par écrit par le détenteur des actions («l'Avis de Rachat»), la Société doit racheter tout ou partie des Actions de cet actionnaire, comme indiqué par l'Avis de Rachat, pour le montant égal aux bénéfices acquis, mais non distribués de la Société dans le compartiment financé par l'Action/les Actions à compter de la date à laquelle l'Action/les Actions concernées a/ont été émises jusqu'à la date à laquelle elle est/elles sont rachetées. L'Avis de Rachat doit être envoyé au siège social de la Société à l'attention du président du Conseil d'Administration et être accompagné de tous les certificats représentant les Action(s) à racheter. Le Conseil d'Administration calcule le prix de rachat sur la base des comptes provisoires à la date de l'Avis de Rachat.

Toutes les Actions qui n'ont pas été rachetées comme prévu par le paragraphe précédent doivent être obligatoirement rachetées trente (30) ans après leur souscription à un prix de rachat déterminé comme prévu au paragraphe précédent.

Le Conseil d'Administration de la Société doit décider si les Actions rachetées doivent être annulées ou non. En cas d'annulation, le Conseil d'Administration prendra les mesures nécessaires (i) pour amender les statuts de la Société de façon à prendre en compte la réduction du capital et (ii) d'une manière générale pour effectuer l'annulation des Actions rachetées; chaque actionnaire s'engage à donner son accord et à remettre tous documents (notamment les procurations) demandés afin de garantir la parfaite exécution de l'annulation des Actions rachetées. Si des Actions rachetées subsistent dans le portefeuille de la Société, elles ne sont pas porteuses de droit de vote ni de droit de participer à des distributions de dividendes ou du produit d'une liquidation.

En conséquence de l'exposé préliminaire, le mandataire, ès qualité qu'il agit, requiert le notaire instrumentant d'acter les déclarations suivantes:

1. En vertu d'une décision du conseil d'administration et de l'assemblée générale extraordinaire des actionnaires du compartiment J du 10 juillet 2014, il a été décidé

a) de racheter toutes les 25 (vingt-cinq) actions de catégorie J ayant une valeur nominale de EUR 2,- (deux Euros) par action et de les payer au moyen des réserves disponibles de la société, et

b) de réduire le capital de la Société d'un montant de EUR 50,-(cinquante Euros), le tout conformément aux dispositions de l'article 8 des statuts, pour le ramener de son montant actuel de EUR 55.660,-(cinquante-cinq mille six cent soixante Euros), à 55.610,- (cinquante-cinq mille six cent dix Euros), par l'annulation de 25 (vingt-cinq) actions de la catégorie J rachetées par la société en date de ce jour et avant les présentes, et l'incorporation d'un montant égal à la valeur nominale des actions retirées, savoir la somme totale de EUR 50,- (cinquante Euros), à une réserve dont il ne peut être disposé qu'en observant les prescriptions légales de l'article 69-2 (2) de la loi sur les sociétés, le but de la réduction est d'éviter la détention de parts propres en portefeuille-titres.

2. En conséquence de ce rachat d'actions et de cette annulation des Actions rachetées avec réduction subséquente du capital social à due concurrence, le premier alinéa de l'article 5 des statuts, version anglaise et française, aura dorénavant la teneur suivante:

Version anglaise

Art. 5. Corporate capital - First paragraph. "The Company has an issued capital of 55,610.- (fifty-five thousand six hundred ten Euro), divided into:

27,500 (twenty-seven thousand five hundred) A-Shares having a par value of 2.- (two) Euro each plus an issue premium amounting to 0.20 (zero Euro twenty Cents) per share,

305 (three hundred and five) C-Shares having a par value of 2.- (two) Euro each plus an issue premium amounting to 400.- (four hundred Euro) per share, and,

the issued capital of the Company shall at all times comprise A Shares representing a minimum of 50.1% issued share capital and C, (and further categories) Redeemable Shares, wholly representing the remaining maximum of 49.9%."

Traduction française

Art. 5. Capital social - Premier alinéa. "La société a un capital émis de EUR 55.610,- (cinquante-cinq mille six cent dix Euros), divisé en:

27.500 (vingt-sept mille cinq cents) Actions de catégorie A ayant une valeur nominale de EUR 2,- (deux Euros) chacune plus une prime d'émission s'élevant à 0,20 (zéro Euro vingt Cents) par action,

305 (trois cent cinq) actions de catégorie C ayant une valeur nominale de EUR 2,- (deux Euros) plus une prime d'émission s'élevant à EUR 400,- (quatre cents Euros) par action,

le capital émis de la Société comprendra à tous moments des Actions A représentant un minimum de 50,1% du capital par actions émis et des Actions rachetables C, (ainsi que d'autres catégories), représentant entièrement le maximum restant de 49,9%."

Frais

Les frais, dépenses, honoraires ou charges sous quelque forme que ce soit, incombant à la société ou mis à sa charge en raison des présentes sont évalués approximativement à EUR 1.200,-.

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

Et après lecture et interprétation données au comparant, connu du notaire instrumentant par nom, prénom, état et demeure, il a signé avec Nous notaire le présent acte

Signé: M. LONGONI, C. DELVAUX.

Enregistré à Redange/Attert, le 29 juillet 2014. Relation: RED/2014/1691. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): T. KIRSCH.

POUR EXPEDITION CONFORME, délivrée aux fins de dépôt au Registre de Commerce et des Sociétés de Luxembourg et aux fins de publication au Mémorial C, Recueil des Sociétés et Associations.

Redange-sur-Attert, le 1^{er} août 2014.

Me Cosita DELVAUX.

Référence de publication: 2014121321/101.

(140139614) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2014.

Feather Holdings S.à r.l., Société à responsabilité limitée.

Siège social: L-2163 Luxembourg, 20, avenue Monterey.

R.C.S. Luxembourg B 189.073.

STATUTES

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

Before the undersigned Maître Cosita DELVAUX, notary residing in Rédange-sur-Attert, Grand Duchy of Luxembourg.

THERE APPEARED:

CVC Capital Partners VI Limited, a limited company governed by the laws of Jersey and having its registered office at 1 Waverley Place, Union Street, St. Helier, Jersey JE1 1SG, Channel Islands, registered with the Jersey Financial Services Commission under number 111863,

Hereby represented by Mrs. Caroline RONFORT, employee, residing in Luxembourg, by virtue of a proxy established on 21st July 2014.

The said proxy, signed "ne varietur" by the proxyholder of the appearing party and the undersigned notary, will remain annexed to the present deed to be filed with the registration authorities.

Such appearing party, represented as stated here above, has requested the undersigned notary, to state as follows the articles of association of a private limited liability company (société à responsabilité limitée), which is hereby incorporated:

Art. 1. Corporate form. There is formed a private limited liability company ("société à responsabilité limitée") which will be governed by the laws pertaining to such an entity (hereafter the "Company"), and in particular the law dated 10th August, 1915, on commercial companies, as amended (hereafter the "Law"), as well as by the articles of association (hereafter the "Articles"), which specify in the articles 6.1, 6.2, 6.5, 8 and 11.2 the exceptional rules applying to one member company.

Art. 2. Corporate object.

2.1 The object of the Company is the holding of participations, in any form whatsoever, in Luxembourg and foreign companies, the acquisition by purchase, subscription, or in any other manner as well as the transfer by sale, exchange or otherwise of stocks, bonds, debentures, notes and other securities of any kind, and the ownership, administration, development and management of its portfolio. The Company may also hold interests in partnerships.

2.2 The Company may borrow in any form and proceed to the issuance of bonds, without a public offer, which may be convertible and to the issuance of debentures.

2.3 The Company may also enter into any guarantee, pledge or any other form of security for the performance of any contracts or obligations of the Company or of group companies.

2.4 In a general fashion it may grant assistance to affiliated companies, take any controlling and supervisory measures and carry out any operation, which it may deem useful in the accomplishment and development of its purposes.

2.5 The Company may further carry out any commercial, industrial or financial operations, as well as any transactions on real estate or on movable property.

2.6 The Company shall not enter into any transaction which would cause it to be engaged in any activity that would be considered as a regulated activity of the financial sector.

Art. 3. Duration. The Company is formed for an unlimited period of time.

Art. 4. Denomination. The Company will have the denomination "Feather Holdings S.à r.l.".

Art. 5. Registered office.

5.1 The registered office is established in Luxembourg-City.

5.2 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 shareholders deliberating in the manner provided for amendments to the Articles.

5.3 The address of the registered office may be transferred within the municipality by simple decision of the sole director (gérant) or in case of plurality of directors (gérants), by a decision of the board of directors (conseil de gérance).

5.4 The Company may have offices and branches, both in Luxembourg and abroad.

Art. 6. Share capital - Shares.

6.1 - Subscribed Share Capital

6.1.1 The Company's corporate capital is fixed at EUR 12,500- (twelve thousand five hundred Euros) represented by 1,250,000 (one million two hundred fifty thousand) shares (parts sociales) of EUR 0.01 (one Euro cent) each, all fully subscribed and entirely paid up.

6.1.2 At the moment and as long as all the shares are held by only one shareholder, the Company is a one man company (société unipersonnelle) in the meaning of Article 179 (2) of the Law; In such case Articles 200-1 and 200-2 of the Law, among others, will apply, entailing that each decision of the single shareholder and each contract concluded between him and the Company represented by him shall have to be established in writing.

6.2 - Modification of Share Capital

The capital may be changed at any time by a decision of the single shareholder or by decision of the general shareholders' meeting, in accordance with Article 8 of these Articles and within the limits provided for by Article 199 of the Law.

6.3 - Profit Participation

Each share entitles to a fraction of the corporate assets and profits of the Company in direct proportion to the number of shares in existence.

6.4 - Indivisibility of Shares

Towards the Company, the Company's shares are indivisible, since only one owner is admitted per share. Co-owners have to appoint a sole person as their representative towards the Company.

6.5 - Transfer of Shares

6.5.1 In case of a single shareholder, the Company's shares held by the single shareholder are freely transferable.

6.5.2 In the case of plurality of shareholders, the shares held by each shareholder may be transferred in compliance with the requirements of Article 189 and 190 of the Law.

Shares may not be transferred inter vivos to non-shareholders unless shareholders representing at least three-quarters of the corporate share capital shall have agreed thereto in a general meeting.

Transfers of shares must be recorded by a notarial or private deed. Transfers shall not be valid vis-à-vis the Company or third parties until they shall have been notified to the Company or accepted by it in accordance with the provisions of Article 1690 of the Civil Code.

6.6 - Registration of shares

All shares are in registered form, in the name of a specific person, and recorded in the shareholders' register in accordance with Article 185 of the Law.

Art. 7. Management.

7.1 - Appointment and Removal

7.1.1 The Company is managed by a sole director (gérant) or more directors (gérants). If several directors (gérants) have been appointed, they will constitute a board of directors (conseil de gérance). The director(s) (gérant(s)) need not to be shareholder(s).

7.1.2 The director(s) (gérant(s)) is/are appointed by the general meeting of shareholders.

7.1.3 A director (gérant) may be dismissed ad nutum with or without cause and replaced at any time by resolution adopted by the shareholders.

7.1.4 The sole director (gérant) and each of the members of the board of directors (conseil de gérance) shall not be compensated for his/their services as director (gérant), unless otherwise resolved by the general meeting of shareholders. The Company shall reimburse any director (gérant) for reasonable expenses incurred in the carrying out of his office, including reasonable travel and living expenses incurred for attending meetings on the board, in case of plurality of directors (gérants).

7.2 - Powers

All powers not expressly reserved by Law or the present Articles to the general meeting of shareholders fall within the competence of the sole director (gérant), or in case of plurality of directors (gérants), of the board of directors (conseil de gérance).

7.3 - Representation and Signatory Power

7.3.1 In dealing with third parties as well as in justice, the sole director (gérant), or in case of plurality of directors (gérants), the board of directors (conseil de gérance) will have all powers to act in the name of the Company in all circumstances and to carry out and approve all acts and operations consistent with the Company's objects and provided the terms of this Article 7.3 shall have been complied with.

7.3.2 The Company shall be bound by the sole signature of its sole director (gérant), and, in case of plurality of directors (gérants), by the joint signature of any two member of the board of directors (conseil de gérance).

7.3.3 The sole director (gérant), or in case of plurality of directors (gérants), the board of directors (conseil de gérance) may sub-delegate his/its powers for specific tasks to one or several ad hoc agents and determine this agent's responsibilities and remuneration (if any), the duration of the period of representation and any other relevant conditions of his agency.

7.4 - Chairman, Vice-Chairman, Secretary, Procedures

7.4.1 The board of directors (conseil de gérance) may choose among its members a chairman and a vice-chairman. It may also choose a secretary, who need not be a director (gérant) and who shall be responsible for keeping the minutes of the meeting of the board of directors and of the shareholders.

7.4.2 The resolutions of the board of directors (conseil de gérance) shall be recorded in the minutes, to be signed by the chairman and the secretary (if any), and recorded in the corporate book of the Company. Copies or extracts of such minutes, which may be produced in judicial proceedings or otherwise, shall be signed by the chairman, by the secretary or by any director (gérant).

7.4.3 Decisions of the sole director (gérant) shall be recorded in minutes which shall be signed by the sole director (gérant). Copies or excerpts of such minutes, which may be produced in judicial proceedings or otherwise, shall be signed by the sole director (gérant).

7.4.4 The board of directors (conseil de gérance) can discuss or act validly only if at least a majority of the directors (gérants) is present or represented at the meeting of the board of directors (conseil de gérance).

7.4.5 In case of plurality of directors (gérants), resolutions shall be taken by a majority of the votes of the directors (gérants) present or represented at such meeting.

7.4.6 Any director (gérant) may act at any meeting of the board of directors (conseil de gérance) by appointing in writing another director (gérant) as his proxy. A director (gérant) may also appoint another director (gérant) to represent him by phone to be confirmed at a later stage.

7.4.7 Resolutions in writing approved and signed by all directors (gérants) shall have the same effect as resolutions passed at the directors' (gérants) meetings. Such approval may be in a single or in several separate documents. The date of such resolutions shall be the date of the last signature.

7.4.8 Any and all directors (gérants) may participate in any meeting of the board of directors (conseil de gérance) by telephone or video conference call or by other similar means of communication allowing all the directors (gérants) taking part in the meeting to hear one another. The participation in a meeting by these means is equivalent to a participation in person at such meeting.

7.5 - Liability of Directors (gérants)

Any director (gérant) assumes, by reason of his position, no personal liability in relation to any commitment validly made by him in the name of the Company.

Art. 8. General shareholders' meeting.

8.1 The single shareholder assumes all powers conferred to the general shareholders' meeting.

8.2 In case of a plurality of shareholders, each shareholder may take part in collective decisions irrespectively of the number of shares he owns. Each shareholder shall dispose of a number of votes equal to the number of shares held by him. Collective decisions are only validly taken insofar as shareholders owning more than half of the share capital adopt them.

8.3 However, resolutions to alter the Articles, except in case of a change of nationality, which requires a unanimous vote, may only be adopted by the majority of the shareholders owning at least three quarter of the Company's share capital, subject to the provisions of the Law.

8.4 The holding of general shareholders' meetings shall not be mandatory where the number of members does not exceed twenty-five (25). In such case, each member shall receive the precise wording of the text of the resolutions or decisions to be adopted and shall give his vote in writing.

Art. 9. Annual general shareholders' meeting.

9.1 Where the number of shareholders exceeds twenty-five (25), an annual general meeting of shareholders shall be held, in accordance with Article 196 of the Law at the registered office of the Company, or at such other place in Luxembourg as may be specified in the notice of meeting, on the 13th day of the month of June, at 4.00 p.m.

9.2 If such day is not a bank business day in Luxembourg, the annual general meeting shall be held on the next following bank business day. The annual general meeting may be held abroad if, in the absolute and final judgment of the sole director (gérant), or in case of plurality of directors (gérants), the board of directors (conseil de gérance), exceptional circumstances so require.

Art. 10. Audit. Where the number of shareholders exceeds twenty-five (25), the operations of the Company shall be supervised by one or more statutory auditors in accordance with Article 200 of the Law who need not to be shareholder. If there is more than one statutory auditor, the statutory auditors shall act as a collegium and form the board of auditors.

Art. 11. Fiscal year - Annual accounts.

11.1 - Fiscal Year

The Company's fiscal year starts on the first of January and ends on the thirty-first of December of each year.

11.2 - Annual Accounts

11.2.1 At the end of each fiscal year, the sole director (gérant), or in case of plurality of directors (gérants), the board of directors (conseil de gérance) prepare an inventory, including an indication of the value of the Company's assets and liabilities, as well as the balance sheet and the profit and loss account in which the necessary depreciation charges must be made.

11.2.2 Each shareholder, either personally or through an appointed agent, may inspect, at the Company's registered office, the above inventory, balance sheet, profit and loss accounts and, as the case may be, the report of the statutory auditor(s) set-up in accordance with Article 200.

Art. 12. Distribution of profits.

12.1 The gross profit of the Company stated in the annual accounts, after deduction of general expenses, amortization and expenses represent the net profit.

12.2 An amount equal to five per cent (5%) of the net profits of the Company shall be allocated to a statutory reserve, until and as long as this reserve amounts to ten per cent (10%) of the Company's share capital.

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

Art. 13. Interim dividends - Share premium and assimilated premiums.

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

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

Art. 14. Dissolution - Liquidation.

14.1 The Company shall not be dissolved by reason of the death, suspension of civil rights, insolvency or bankruptcy of the single shareholder or of one of the shareholders.

14.2 Except in the case of dissolution by court order, the dissolution of the Company may take place only pursuant to a decision adopted by the general meeting of shareholders in accordance with the conditions laid down for amendments to the Articles.

14.3 At the time of dissolution of the Company, the liquidation will be carried out by one or several liquidators, shareholders or not, appointed by the shareholders who shall determine their powers and remuneration.

Art. 15. Reference to the law. Reference is made to the provisions of the Law for all matters for which no specific provision is made in these Articles.

Art. 16. Modification of articles. The Articles may be amended from time to time, and in case of plurality of shareholders, by a meeting of shareholders, subject to the quorum and voting requirements provided by the laws of Luxembourg.

Transitional dispositions

The first fiscal year shall begin on the date of the formation of the Company and shall terminate on the 31 December 2014.

Subscription

The Articles having thus been established, the party appearing declares to subscribe the entire share capital as follows:

Subscriber	Number of shares	Subscribed amount in EUR	%
CVC Capital Partners VI Limited, prenamed	1,250,000	12,500.-	100%
TOTAL	1,250,000	12,500.-	100%

All the shares have been paid-up to the extent of one hundred per cent (100%) by payment in cash, so that the amount of EUR 12,500.- (twelve thousand five hundred Euros) is now available to the Company, evidence thereof having been given to the notary.

Estimate of costs

The expenses, costs, fees and charges of any kind whatsoever which will have to be borne by the Company as a result of its formation are estimated at approximately EUR 1,300.

Resolutions of the sole shareholder

1. The Company will be administered by the following directors (gérants) appointed for an undetermined period:
 - a. Mrs. Emanuela Brero, private employee, born on 25 May 1970 in Bra (Italy), having her professional address at 20, avenue Monterey, L-2163 Luxembourg, Grand-Duchy of Luxembourg;
 - b. Mr. Manuel Mouget, private employee, born on 6 January 1977 in Messancy (Belgium), having his professional address at 20, avenue Monterey, L-2163 Luxembourg, Grand-Duchy of Luxembourg;
 - c. Mr. Maxim De Vos, private employee, born on 13 October 1983 in Oostende (Belgium), having his professional address at Chaussée de la Hulpe 166, B-1150 Brussels, Belgium;
2. The registered office of the Company shall be established at 20, avenue Monterey, L-2163 Luxembourg.

Declaration

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 party and in case of divergences between the English and the French text, the English version will be prevailing.

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

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

Suit la traduction française du texte qui précède

L'an deux mille quatorze, le vingt-troisième jour du mois de Juillet.

Par-devant Maître Cosita DELVAUX, notaire de résidence à Redange-sur-Attert, Grand-duché de Luxembourg.

A COMPARU:

CVC Capital Partners VI Limited, une limited company ayant son siège social au 1 Waverley Place, Union Street, St. Helier, Jersey JE1 1SG, Iles Anglo-Normandes, inscrite au Jersey Financial Services Commission sous le numéro 99031, ici représentée par Madame Caroline RONFORT, ayant son adresse professionnelle à Luxembourg, en vertu de procuration donnée le 21 juillet 2014,

Laquelle procuration restera, après avoir été signée "ne varietur" par le mandataire de la partie comparante et le notaire instrumentant, annexée aux présentes pour être formalisée avec elles.

Laquelle partie comparante, représentée comme dit ci-avant, a requis le notaire instrumentant de dresser acte d'une société à responsabilité limitée dont elle a arrêté les statuts comme suit:

Art. 1^{er}. Forme sociale. Il est formé une société à responsabilité limitée qui sera régie par les lois y relatives (ci-après la «Société»), et en particulier la loi du 10 août 1915 relative aux sociétés commerciales, telle que modifiée (ci-après la «Loi»), ainsi que par les statuts de la Société (ci-après les «Statuts»), lesquels spécifient en leurs articles 6.1, 6.2, 6.5, 8 et 11.2, les règles exceptionnelles s'appliquant à la société à responsabilité limitée unipersonnelle.

Art. 2. Objet social.

2.1 L'objet de la Société est la prise de participations, sous quelque forme que ce soit, dans des sociétés luxembourgeoises et étrangères, l'acquisition par l'achat, la souscription ou de toute autre manière, ainsi que le transfert par vente, échange ou autre, d'actions, d'obligations, de reconnaissances de dettes, notes ou autres titres de quelque forme que ce soit, et la propriété, l'administration, le développement et la gestion de son portefeuille. La Société peut en outre prendre des participations dans des sociétés de personnes.

2.2 La Société peut emprunter sous toutes les formes et procéder à l'émission d'obligations qui pourront être convertibles (à condition que celle-ci ne soit pas publique) et à l'émission de reconnaissances de dettes.

2.3 La Société peut aussi contracter toute garantie, gage ou toute autre forme de sûreté pour l'exécution de tous contrats ou obligations de la Société ou d'une société du groupe.

2.4 D'une façon générale, elle peut accorder une assistance aux sociétés affiliées, prendre toutes mesures de contrôle et de supervision et accomplir toute opération qui pourrait être utile à l'accomplissement et au développement de son objet.

2.5 La Société pourra en outre effectuer toute opération commerciale, industrielle ou financière, ainsi que toute transaction sur des biens mobiliers ou immobiliers.

2.6 La Société n'entrera dans aucune opération qui pourrait l'amener à être engagée dans toute activité qui serait considérée comme une activité réglementée du secteur financier.

Art. 3. Durée. La Société est constituée pour une durée illimitée.

Art. 4. Dénomination. La Société aura la dénomination: «Feather Holdings S.à r.l.».

Art. 5. Siège social.

5.1 Le siège social est établi à Luxembourg - Ville.

5.2 Il peut-être transféré en tout autre endroit du Grand - Duché de Luxembourg par une délibération de l'assemblée générale extraordinaire des associés délibérant comme en matière de modification des Statuts.

5.3 L'adresse du siège social peut-être transférée à l'intérieur de la commune par simple décision du gérant unique ou en cas de pluralité de gérants, du conseil de gérance.

5.4 La Société peut avoir des bureaux et des succursales tant au Luxembourg qu'à l'étranger.

Art. 6. Capital social - Parts sociales.

6.1 - Capital Souscrit et Libéré

6.1.1 Le capital social est fixé à 12.500 EUR (douze mille cinq cents Euros) représenté par 1.250.000 (un million deux cent cinquante mille) parts sociales d'une valeur nominale de 0,01 EUR (un cent d'Euros) toutes entièrement souscrites et libérées.

6.1.2 A partir du moment et aussi longtemps que toutes les parts sociales sont détenues par un seul associé, la Société est une société unipersonnelle au sens de l'article 179 (2) de la Loi; Dans la mesure où les articles 200-1 et 200-2 de la Loi trouvent à s'appliquer, chaque décision de l'associé unique et chaque contrat conclu entre lui et la Société représentée par lui sont inscrits sur un procès-verbal ou établis par écrit.

6.2 - Modification du Capital Social

Le capital social souscrit peut être modifié à tout moment par une décision de l'associé unique ou par une décision de l'assemblée générale des associés conformément à l'article 8 des présents Statuts et dans les limites prévues à l'article 199 de la Loi.

6.3 - Participation aux Profits

Chaque part sociale donne droit à une fraction des actifs et bénéfices de la Société, en proportion directe avec le nombre des parts sociales existantes.

6.4 - Indivisibilité des Parts Sociales

Envers la Société, les parts sociales sont indivisibles, de sorte qu'un seul propriétaire est admis par part sociale. Les copropriétaires indivis doivent désigner une seule personne qui les représente auprès de la Société.

6.5 - Transfert de Parts Sociales

6.5.1 Dans l'hypothèse où il n'y a qu'un seul associé, les parts sociales détenues par celui-ci sont librement transmissibles.

6.5.2 Dans l'hypothèse où il y a plusieurs associés, les parts sociales ne sont transmissibles que sous réserve du respect des dispositions prévues aux articles 189 et 190 de la Loi.

Les parts sociales ne peuvent être transmises inter vivos à des tiers non - associés qu'après approbation préalable en assemblée générale des associés représentant au moins trois quarts du capital social.

Les transferts de parts sociales doivent s'effectuer par un acte notarié ou un acte sous seing privé. Les transferts ne peuvent être opposables à l'égard de la Société ou des tiers qu'à partir du moment de leur notification à la Société ou de leur acceptation sur base des dispositions de l'article 1690 du Code Civil.

6.6 - Enregistrement des Parts Sociales

Toutes les parts sociales sont nominatives, au nom d'une personne déterminée et sont inscrites sur le registre des associés conformément à l'article 185 de la Loi.

Art. 7. Management.

7.1 - Nomination et Révocation

7.1.1 La Société est gérée par un gérant unique ou par plusieurs gérants. Si plusieurs gérants sont nommés, ils constitueront un conseil de gérance. Le(s) gérant(s) n'est/ne sont pas nécessairement associé(s).

7.1.2 Le(s) gérant(s) est/sont nommé(s) par l'assemblée générale des associés.

7.1.3 Un gérant pourra être révoqué ad nutum avec ou sans motif et remplacé à tout moment sur décision adoptée par les associés.

7.1.4 Le gérant unique et chacun des membres du conseil de gérance n'est ou ne seront pas rémunéré(s) pour ses/leurs services en tant que gérant, sauf s'il en est décidé autrement par l'assemblée générale des associés. La Société pourra rembourser tout gérant des dépenses raisonnables survenues lors de l'exécution de son mandat, y compris les dépenses raisonnables de voyage et de logement survenus lors de la participation à des réunions du conseil de gérance, en cas de pluralité de gérants.

7.2 - Pouvoirs

Tous les pouvoirs non expressément réservés par la Loi ou les présents Statuts à l'assemblée générale des associés relèvent de la compétence du gérant unique ou en cas de pluralité de gérants de la compétence du conseil de gérance.

7.3 - Représentation et Signature Autorisée

7.3.1 Dans les rapports avec les tiers et avec la justice, le gérant unique, et en cas de pluralité de gérants, le conseil de gérance aura tous pouvoirs pour agir au nom de la Société et pour effectuer et approuver tous actes et opérations conformément à l'objet social et sous réserve du respect des termes du présent article 7.3.

7.3.2 La Société est engagée par la seule signature du gérant unique et en cas de pluralité de gérants par la signature conjointe de deux des membres du conseil de gérance.

7.3.3 Le gérant unique ou en cas de pluralité de gérants, le conseil de gérance pourra déléguer ses compétences pour des opérations spécifiques à un ou plusieurs mandataires ad hoc et déterminera les responsabilités du mandataire et sa rémunération (si tel est le cas), la durée de la période de représentation et n'importe quelles autres conditions pertinentes de ce mandat.

7.4 - Président, Vice-Président, Secrétaire, Procédures

7.4.1 Le conseil de gérance peut choisir parmi ses membres un président et un vice-président. Il peut aussi désigner un secrétaire, gérant ou non, qui sera chargé de la tenue des procès-verbaux des réunions du conseil de gérance et des associés.

7.4.2 Les résolutions du conseil de gérance seront constatées par des procès-verbaux, qui, signés par le président et le secrétaire (le cas échéant), seront déposées dans les livres de la Société. Les copies ou extraits de ces procès-verbaux qui pourraient être produits en justice ou autrement seront signés par le président, le secrétaire ou par un quelconque gérant.

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

7.4.4 Le conseil de gérance ne peut délibérer et agir valablement que si au moins la majorité des gérants est présente ou représentée à la réunion du conseil de gérance.

7.4.5 En cas de pluralité de gérants, les résolutions ne pourront être prises qu'à la majorité des voix exprimées par les gérants présents ou représentés à ladite réunion.

7.4.6 Tout gérant pourra agir à toute réunion du conseil de gérance en désignant par écrit un autre gérant comme son représentant. Un gérant pourra également désigner un autre gérant pour le représenter par téléphone, cela sera confirmé par écrit par la suite.

7.4.7 Une décision prise par écrit, approuvée et signée par tous les gérants, produira effet au même titre qu'une décision prise lors d'une réunion du conseil de gérance. Cette approbation peut résulter d'un seul ou de plusieurs documents distincts. La date de ces décisions sera la date de la dernière signature.

7.4.8 Chaque gérant et tous les gérants peuvent participer aux réunions du conseil de gérance par "conference call" via téléphone ou vidéo ou par tout autre moyen similaire de communication ayant pour effet que tous les gérants participant au conseil puissent se comprendre mutuellement. Dans ce cas, le ou les gérants concernés seront censés avoir participé en personne à la réunion.

7.5 - Responsabilité des Gérants

Tout gérant ne contracte en raison de sa fonction, aucune obligation personnelle relativement aux engagements régulièrement pris par eux au nom de la Société.

Art. 8. Assemblée générale des associés.

8.1 L'associé unique exerce tous pouvoirs conférés à l'assemblée générale des associés.

8.2 En cas de pluralité d'associés, chaque associé peut prendre part aux décisions collectives, quel que soit le nombre de parts qu'il détient. Chaque associé possède un droit de vote en rapport avec le nombre des parts détenues par lui. Les décisions collectives ne sont valablement prises que pour autant qu'elles soient adoptées par des associés détenant plus de la moitié du capital.

8.3 Toutefois, les résolutions modifiant les Statuts, sauf en cas de changement de nationalité de la Société et pour lequel un vote à l'unanimité des associés est exigé, ne peuvent être adoptées que par une majorité d'associés détenant au moins les trois quarts du capital social, conformément aux prescriptions de la Loi.

8.4 La tenue d'assemblées générales n'est pas obligatoire, quand le nombre des associés n'est pas supérieur à vingt-cinq (25). Dans ce cas, chaque associé recevra le texte des résolutions ou décisions à prendre expressément formulées et émettra son vote par écrit.

Art. 9. Assemblée générale annuelle des associés.

9.1 Si le nombre des associés est supérieur à vingt-cinq (25), une assemblée générale des associés doit être tenue, conformément à l'article 196 de la Loi, au siège social de la Société ou à tout autre endroit à Luxembourg tel que précisé dans la convocation de l'assemblée, le 13^{ème} jour du mois de juin, à 16.00.

9.2 Si ce jour devait être un jour non ouvrable à Luxembourg, l'assemblée générale devrait se tenir le jour ouvrable suivant. L'assemblée générale pourra se tenir à l'étranger, si de l'avis unanime et définitif du gérant unique ou en cas de pluralité du conseil de gérance, des circonstances exceptionnelles le requièrent.

Art. 10. Vérification des comptes. Si le nombre des associés est supérieur à vingt-cinq (25), les opérations de la Société sont contrôlées par un ou plusieurs commissaires aux comptes conformément à l'article 200 de la Loi, lequel ne requiert pas qu'il(s) soi(en)t associé(s). S'il y a plus d'un commissaire, les commissaires aux comptes doivent agir en collège et former le conseil de commissaires aux comptes.

Art. 11. Exercice social - Comptes annuels.

11.1 - Exercice Social

L'année sociale commence le premier janvier et se termine le trente et un décembre de chaque année.

11.2 - Comptes Annuels

11.2.1 A la fin de chaque exercice social, le gérant unique ou en cas de pluralité de gérants, le conseil de gérance dresse un inventaire (indiquant toutes les valeurs des actifs et des passifs de la Société) ainsi que le bilan, le compte de pertes et profits, lesquels apporteront les renseignements relatifs aux charges résultant des amortissements nécessaires.

11.2.2 Chaque associé pourra personnellement ou par le biais d'un agent nommé à cet effet, examiner, au siège social de la Société, l'inventaire susmentionné, le bilan, le compte de pertes et profits et le cas échéant le rapport du ou des commissaire(s) établi conformément à l'article 200 de la Loi.

Art. 12. Distribution des profits.

12.1 Les profits bruts de la Société repris dans les comptes annuels, après déduction des frais généraux, amortissements et charges, constituent le bénéfice net.

12.2 Sur le bénéfice net, il est prélevé cinq pour cent (5%) pour la constitution d'un fonds de réserve jusqu'à, et aussi longtemps que celui-ci atteigne dix pour cent (10%) du capital social.

12.3 Le solde des bénéfices nets peut être distribué au(x) associé(s) en proportion de leur participation dans le capital de la Société.

Art. 13. Dissolution - Liquidation.

13.1 La Société ne sera pas dissoute par suite du décès, de la suspension des droits civils, de l'insolvabilité ou de la faillite de l'associé unique ou d'un des associés.

13.2 Sauf dans le cas d'une dissolution par décision judiciaire, la dissolution de la Société ne peut se faire que sur décision adoptée par l'assemblée générale des associés dans les conditions exigées pour la modification des Statuts.

13.3 Au moment de la dissolution de la Société, la liquidation sera effectuée par un ou plusieurs liquidateurs, associés ou non, nommés par les associés qui détermineront leurs pouvoirs et rémunération.

Art. 14. Acomptes sur dividendes - Prime d'émission et primes assimilées.

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

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

Art. 15. Référence à la loi. Pour tous les points non expressément prévus aux présents Statuts, il est fait référence aux dispositions de la Loi.

Art. 16. Modification des statuts. Les présents Statuts pourront être à tout moment modifiés par l'assemblée des associés selon le quorum et conditions de vote requis par les lois du Grand - Duché de Luxembourg.

Dispositions transitoires

Le premier exercice social débutera à la date de constitution et se terminera le 31 Décembre 2014.

Souscription

Les Statuts ainsi établis, la partie comparante déclare souscrire l'intégralité du capital comme suit:

Souscripteur	Nombre de parts sociales	Montant souscrit EUR	% du capital social
CVC Capital Partners VI Limited, préqualifiée	1.250.000	12.500,-	100%
TOTAL	1.250.000	12.500,-	100%

Toutes les parts ont été intégralement libérées par des versements en numéraire de sorte que le montant de 12.500 EUR (douze mille cinq cents Euros) se trouve dès maintenant à la disposition de la Société, ce dont il a été justifié au notaire instrumentant.

Frais

Les frais, dépenses, rémunérations et charges, sous quelque forme que ce soit, qui incombent à la Société ou qui sont mis à sa charge à raison de sa constitution sont estimés à environ EUR 1.300.

Résolutions de l'associé unique

1. La Société est administrée par les gérants suivants nommés pour une période indéterminée:

a. Madame Emanuela Brero, employée privée, née le 25 mai 1970 en Bra (Italie), ayant son adresse professionnelle au 20, avenue Monterey, L-2163 Luxembourg, Grand-duché de Luxembourg;

b. Monsieur Manuel Mouget, employé privé, né le 6 Janvier 1977 à Messancy (Belgique), ayant son adresse professionnelle au 20, avenue Monterey, L-2163 Luxembourg, Grand-duché de Luxembourg;

c. Monsieur Maxim De Vos, employé privé, né le 13 octobre 1983 à Oostende (Belgique), ayant son adresse professionnelle à Chaussée de la Hulpe 166, B-1150 Bruxelles, Belgique;

2. Le siège social de la Société est établi au 20, avenue Monterey, L-2163 Luxembourg.

Déclaration

Le notaire soussigné, qui comprend et parle la langue anglaise, constate que la partie comparante a requis de documenter le présent acte en langue anglaise, suivi d'une version française. A la requête de la prédite partie comparante, en cas de divergences entre le texte anglais et le texte français, le texte anglais fera foi.

DONT ACTE, fait et passé à Luxembourg, à la date figurant en tête des présentes.

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

Signé: C. RONFORT, C. DELVAUX.

Enregistré à Redange/Attert, le 25 juillet 2014. Relation: RED/2014/1639. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): T. KIRSCH.

POUR EXPEDITION CONFORME, délivrée aux fins de dépôt au Registre de Commerce et des Sociétés de Luxembourg et aux fins de publication au Mémorial C, Recueil des Sociétés et Associations.

Redange-sur-Attert, le 1^{er} août 2014.

Me Cosita DELVAUX.

Référence de publication: 2014121351/450.

(140138951) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2014.

Bermuda Holdco Lux 3 S.à r.l., Société à responsabilité limitée.

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

R.C.S. Luxembourg B 161.004.

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

Before Us Maître Jean SECKLER, notary residing in Junglinster, Grand-Duchy of Luxembourg, acting in replacement of Maître Jean SECKLER, notary residing in Junglinster, Grand-Duchy of Luxembourg, prevented, who last named shall remain depositary of the present deed.

There appeared:

1.- Vision Capital Partners VII B L.P., a limited partnership incorporated under the laws of Guernsey, having its registered office at Trafalgar Court, Les Banques, St Peter Port, Guernsey GY1 3QL, registered with The Register of Limited Partnerships of the Island of Guernsey, under the number 1507,

2.- Vision Capital Partners VII L.P., a limited partnership incorporated under the laws of Guernsey, having its registered office at Trafalgar Court, Les Banques, St Peter Port, Guernsey GY1 3QL, registered with The Register of Limited Partnerships of the Island of Guernsey, under the number 975,

3.- SOREFISA - Società di Revisione e Fiduciaria S.p.A., with registered office at Via Nirone 8, I-20123 Milan, Italy and business address at Via dei Bossi 7, I-20121 Milan, Italy, registered with The Commercial Register of Milan under the number 02311120157, and

4.- Mr. Paolo Antonietti, Executive Chairman, born on 18th March 1952 in Verona, Italy, residing at Chesa Davaz, CH-7524 Zuoz, Switzerland,

all here represented by Mr. Max Mayer, private employee, residing professionally in L-6130 Junglinster, 3, route de Luxembourg, by virtue of four proxies given under private seal, delivered to him.

The said proxies, after having been signed ne varietur by the mandatory of the appearing parties and the undersigned notary, will remain annexed to the present deed for the purpose of registration.

Said appearing parties, through their mandatory, have requested the undersigned notary to state that:

The appearing parties are the partners of the private limited liability company ("société à responsabilité limitée") existing under the name of Bermuda Holdco Lux 3 S.à r.l., with registered office in 7a, rue Robert Stümper, L-2557 Luxembourg, incorporated pursuant to a deed of Maître Joseph ELVINGER, notary residing in Luxembourg, dated 18th May 2011, published in the Mémorial C number 1821 of 09th August 2011.

The Articles of Incorporation have been amended pursuant to several deeds of Maître Francis KESSELER, notary residing in Esch-sur-Alzette, dated 28th June 2011, published in the Mémorial C number 2239 of 26th September 2011, dated 29th July 2011, published in the Mémorial C number 2969 of 03rd December 2011, dated 07th October 2011, published in the Mémorial C number 2926 of 30th November 2011 and dated 09th November 2011, published in the Mémorial C number 131 of 17th January 2012 and a deed of Maître Jean Seckler, notary residing in Junglinster, dated 20th February 2013, published in the Mémorial C number 1091 of 8th May 2013.

The appearing parties have then taken the following resolutions:

First resolution

The share capital is increased by an amount of thirty thousand Euro (30,000.- EUR), in order to raise it from its present amount of thirty-four million five hundred and seven thousand and seven hundred fifty-two Euro (34,507,752.- EUR) to thirty-four million five hundred and thirty-seven thousand and seven hundred fifty-two Euro (34,537,752.- EUR), by the creation and issue of twenty-seven thousand three hundred and seventy-four (27,374) new Class A shares, and two thousand six hundred and twenty-six (2,626) new Class B shares with a par value of one Euro (1.- EUR) each.

The twenty-seven thousand three hundred and seventy-four (27,374) new Class A shares and two thousand six hundred and twenty-six (2,626) new Class B shares have been subscribed and fully paid up by:

1.- The company Vision Capital Partners VII B L.P., prenamed, to the extent of ten thousand four hundred and eighty-five (10,485) Class A shares and one thousand and six (1,006) Class B shares;

2.- The company Vision Capital Partners VII L.P., prenamed, to the extent of sixteen thousand eight hundred and eighty-nine (16,889) Class A shares and one thousand six hundred and twenty (1,620) Class B shares;

by payment in cash so that the amount of thirty thousand Euro (30,000.-EUR) is from this day on at the free disposal of the company Bermuda Holdco Lux 3 S.à.r.l. and proof thereof has been given to the undersigned notary, who expressly attests thereto.

Second resolution

As a consequence of such increase of capital, article 6.1. of the articles of association is amended as follows:

" **6.1.** The share capital is set at thirty-four million five hundred and thirty-seven thousand and seven hundred fifty-two Euro (34,537,752.- EUR) represented by thirty-one million two hundred and seventy thousand and five hundred ninety-six (31,270,596) Class A Shares and three million two hundred and sixty-seven thousand and one hundred fifty-six (3,267,156) Class B Shares, with a nominal value of one Euro (1.- EUR) each, all subscribed and fully paid-up."

Expenses

The amount of the expenses, remunerations and charges, in any form whatsoever, to be borne by the present deed are estimated at EUR 1,200.-.

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

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

The document having been read to the proxy-holder, known to the notary by his surname, Christian name, civil status and residence, the proxyholder signed together with us, the notary, the present original deed.

Suit la version en langue française du texte qui précède:

L'an deux mille quatorze, le vingt-et-un juillet.

Par-devant Nous Maître Paul DECKER, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg, agissant en remplacement de son confrère empêché Maître Jean SECKLER, notaire de résidence à Junglinster, Grand-Duché de Luxembourg, lequel dernier restera dépositaire de la minute.

Ont comparu:

1.- Vision Capital Partners VII B LP, une société régie par les lois de Guernesey, dont le siège social est établi à Trafalgar Court, Les Banques, St Peter Port, Guernesey GY1 3QL, inscrite au «Register of Limited Partnerships of the Island of Guernesey», sous le numéro 1507,

2.- Vision Capital Partners VII LP, une société régie par les lois de Guernesey, dont le siège social est établi à Trafalgar Court, Les Banques, St Peter Port, Guernesey GY1 3QL, inscrite au «Register of Limited Partnerships of the Island of Guernesey», sous le numéro 975,

3.- SOREFISA - Società di Revisione e Fiduciaria S.p.A., une société régie par les lois d'Italie, dont le siège social est établi à Via Nirone 8, I-20123 Milan, Italie et dont le siège administratif est à Via dei Bossi 7, I-20121 Milan, Italie, inscrite au «Commercial Register of Milan» sous le numéro 02311120157, et

4.- Monsieur Paolo Antonietti, président exécutif, né le 18 mars 1952 à Verona, Italy, demeurant à Chesa Davaz, CH-7524 Zuoz, Suisse,

tous ici représentés par Monsieur Max Mayer, employé privé, demeurant professionnellement L-6130 Junglinster, 3, route de Luxembourg, en vertu de quatre (4) procurations données sous seing privé, lui délivrées.

Lesquelles procurations resteront, après avoir été signées ne varietur par le mandataire des comparants et le notaire instrumentant, annexées au présent acte pour être formalisées avec lui.

Lesquels comparants, par leur mandataire, ont prié le notaire instrumentaire d'acter ce qui suit:

Les comparants sont les associés de la société à responsabilité limitée existant sous la dénomination de Bermuda Holdco Lux 3 S.à r.l., ayant son siège social au 7a, rue Robert Stumper, L-2557 Luxembourg, constituée suivant acte reçu par Maître Joseph ELVINGER, notaire de résidence à Luxembourg, en date du 18 mai 2011, publié au Mémorial C numéro 1820 du 09 août 2011.

Les statuts de ladite société ont été modifiés par plusieurs actes de Maître Francis KESSELER, notaire de résidence à Esch-sur-Alzette, en date du 28 juin 2011, publié au Mémorial C numéro 2239 du 26 septembre 2011, en date du 29 juillet 2011, publié au Mémorial C numéro 2969 du 03 décembre 2011, en date du 07 octobre 2011, publié au Mémorial C numéro 2926 du 30 novembre 2011 et en date du 09 novembre 2011, publié au Mémorial C numéro 131 du 17 janvier 2012 et suivant acte reçu par Maître Jean SECKLER, notaire de résidence à Junglinster, en date du 20 février 2013, publié au Mémorial C numéro 1091 du 08 mai 2013.

Les comparants ont ensuite pris les résolutions suivantes:

Première résolution

Le capital social est augmenté à concurrence de trente mille euros (30.000,- EUR), pour le porter de son montant actuel de trente-quatre millions cinq cent sept mille sept cent cinquante-deux euros (34.507.752,-EUR) à trente-quatre millions cinq cent trente-sept mille sept cent cinquante-deux euros (34.537.752,- EUR), par la création et l'émission de vingt-sept mille trois cent soixante-quatorze (27.374) nouvelles parts sociales de classe A et deux mille six cent vingt-six (2.626) nouvelles parts sociales de classe B avec une valeur nominale d'un euro (1,- EUR) chacune.

Les vingt sept mille trois cent soixante quatorze (27.374) nouvelles parts sociales de classe A et deux mille six cent vingt-six (2.626) parts sociales de classe B nouvellement émises ont été souscrites et libérées entièrement par:

1.- La société Vision Capital Partners VII B LP, prénommée, à concurrence de dix mille quatre cent quatre-vingt-cinq (10.485) parts sociales de classe A et mille six (1.006) parts sociales de classe B;

2.- La société Vision Capital Partners VII LP, prénommée, à concurrence de seize mille huit cent quatre-vingt-neuf (16.889) parts sociales de classe A et mille six cent vingt (1.620) parts sociales de classe B;

Toutes libérées intégralement par versements en numéraire de sorte que la somme de trente mille euros (30.000,- EUR) se trouve dès-à-présent à la libre disposition de la société Bermuda Holdco Lux 3 S.à.r.l., ainsi qu'il en a été justifié au notaire instrumentaire qui le constate expressément.

Deuxième résolution

Suite à l'augmentation de capital réalisée, l'article 6.1. des statuts se trouve modifié comme suit:

" **6.1.** Le capital social est fixé à trente-quatre millions cinq cent trente sept mille sept cent cinquante-deux euros (34.537.752,- EUR) représenté par trente-et-un millions deux cent soixante-dix mille cinq cent quatre-vingt seize (31.270.596) Parts Sociales de Classe A et trois millions deux cent soixante-sept mille cent cinquante six (3.267.156) Parts Sociales de Classe B, d'une valeur nominale d'un euro (EUR 1) chacune."

Frais

Le montant des frais, dépenses et rémunérations quelconques incombant à la société en raison des présentes s'élève approximativement à 1.200,-EUR.

Le notaire soussigné qui comprend et parle l'anglais, constate par les présentes qu'à la requête des comparants, le présent acte est rédigé en anglais suivi d'une traduction française, à la requête des mêmes personnes et en cas de divergences entre le texte anglais et français, la version anglaise fera foi.

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

Et après lecture faite et interprétation donnée au mandataire, connu du notaire par son nom, prénom usuel, état et demeure, il a signé avec Nous notaire le présent acte.

Certificat

Je soussigné Maître Paul DECKER, notaire de résidence à Luxembourg, Grand-Duché de Luxembourg, agissant en remplacement de son confrère empêché Maître Jean SECKLER, notaire de résidence à Junglinster, Grand-Duché de Luxembourg, certifie avoir reçu l'acte qui précède en date de ce jour.

Signé: Max MAYER, Paul DECKER.

Enregistré à Grevenmacher, le 24 juillet 2014. Relation GRE/2014/2949. Reçu soixante-quinze euros 75,00 €.

Le Receveur (signé): G. SCHLINK.

Luxembourg, le 21 juillet 2014.

Référence de publication: 2014121055/140.

(140138823) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2014.

Choice Technologies Lux S.à r.l., Société à responsabilité limitée.

Capital social: EUR 25.000,00.

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

R.C.S. Luxembourg B 181.790.

In the year two thousand and fourteen, on the twenty-ninth day of July.

Before Us Maître Francis Kessler, notary residing in Esch-sur-Alzette, Grand-Duchy of Luxembourg, undersigned.

Is held

an extraordinary general meeting of the sole shareholder of "Choice Technologies Lux S.à r.l.", a "société à responsabilité limitée" incorporated and existing under the laws of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, Grand-Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register under number B 181.790 (the "Company"), incorporated by a deed enacted by the undersigned notary, dated 22 October 2013, published in the "Mémorial C, Recueil des Sociétés et Associations" number 19 dated 3 January 2014.

THERE APPEARED:

The sole shareholder of the Company, Choice Technologies Holding, a société à responsabilité limitée incorporated and existing under the laws of the Grand-Duchy of Luxembourg, having its registered office at 2-4, rue Eugène Ruppert, L-2453 Luxembourg, Grand-Duchy of Luxembourg and registered with the Luxembourg Trade and Companies Register under number B 185.830 (the "Sole Shareholder"), duly represented by Mrs. Sophie Henryon, private employee, residing professionally in Esch-sur-Alzette, Grand-Duchy of Luxembourg, by virtue of a proxy given under private seal dated 29 July 2014.

The above-mentioned proxy, being initialled "ne varietur" by the appearing party and the undersigned notary, shall remain annexed to the present deed to be filed at the same time with the registration authorities.

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

I. That the 12,500 (twelve thousand five hundred) shares of the Company with a par value of EUR 1 (one Euro) each, representing the whole share capital of the Company, are represented so that the meeting can validly decide on all the items of the agenda, of which the Sole Shareholder states as having been duly informed beforehand.

II. The agenda of the meeting is the following:

Agenda

1. Waiving of notice right;
2. Approval of the increase of the share capital of the Company by an amount of EUR 12,500 (twelve thousand five hundred Euro) so as to increase it from its current amount of EUR 12,500 (twelve thousand five hundred Euro) to an amount of EUR 25,000 (twenty-five thousand Euro) by the issuance of 12,500 (twelve thousand five hundred) new shares with a par value of EUR 1 (one Euro) each, subject to the payment of a global share premium amounting to EUR 358,833.09 (three hundred fifty-eight thousand eight hundred thirty-three Euro nine cents), payable on the share premium account of the Company, the whole to be fully paid up through a contribution in cash;
3. Subscription and payment by Choice Technologies Holding of the new shares by way of a contribution in cash;
4. New composition of the shareholding of the Company;
5. Approval of the subsequent amendment of article 5 paragraph 1 of the articles of association of the Company in order to reflect the new share capital pursuant to the above resolution; and
6. Miscellaneous.

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

First resolution

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

Second resolution

It is resolved to increase the share capital of the Company by an amount of EUR 12,500 (twelve thousand five hundred Euro) so as to increase it from its current amount of EUR 12,500 (twelve thousand five hundred Euro) to an amount of EUR 25,000 (twenty-five thousand Euro) by the issuance of 12,500 (twelve thousand five hundred) new shares with a par value of EUR 1 (one Euro) each (the "New Shares"), subject to the payment of a global share premium amounting to EUR 358,833.09 (three hundred fifty-eight thousand eight hundred thirty-three Euro nine cents) (the "Share Premium") payable on the share premium account of the Company, out of which an amount of EUR 125 (one hundred twenty-five Euro) shall be allocated to the legal reserve, and the contribution having a total aggregate value of EUR 371,333.09 (three hundred seventy-one thousand three hundred thirty-three Euro nine cents), being the EUR equivalent of USD 500,000 (five hundred thousand United States Dollars) according to the EUR/USD exchange rate available with ING Bank on 24 July 2014, the whole to be fully paid up through a contribution in cash by the Sole Shareholder.

Third resolution

It is resolved to accept the subscription and the payment by the Sole Shareholder of the New Shares and the allocation to the Share Premium through the contribution in cash of a global amount of EUR 371,333.09 (three hundred seventy-one thousand three hundred thirty-three Euro nine cents), being the EUR equivalent of USD 500,000 (five hundred thousand United States Dollars) according to the EUR/USD exchange rate available with ING Bank on 24 July 2014 (the "Contribution").

Intervention - Subscription - Payment

Thereupon intervenes the Sole Shareholder, here represented by Mrs. Sophie Henryon, prenamed, by virtue of a proxy given under private seal and declares to subscribe to the New Shares and to pay them up entirely together with the payment of the Share Premium by a payment in cash so that the amount of EUR 371,333.09 (three hundred seventy-one

thousand three hundred thirty-three Euro nine cents), being the EUR equivalent of the amount of USD 500,000 (five hundred thousand United States Dollars) according to the EUR/USD exchange rate available with ING Bank on 24 July 2014, is from this day at the free disposal of the Company as has been proved to the notary by a bank certificate.

Fourth resolution

As a consequence of the foregoing statements and resolutions and the Contribution having been fully carried out, the shareholding is now composed of:

- Choice Technologies Holding: holder of all the 25,000 (twenty-five thousand) shares of the Company.

The notary acts that the 25,000 (twenty-five thousand) shares representing the whole share capital of the Company are represented, so that the meeting can validly decide on the resolution to be taken below.

Fifth resolution

As a consequence of the foregoing statements and resolutions and the Contribution having been fully carried out, it resolved to amend article 5 paragraph 1 of the Company's articles of association so as to read as follows:

“ **5.1.** The corporate capital is set at EUR 25,000 (twenty-five thousand Euro) represented by 25,000 (twenty-five thousand) corporate units in registered form, having a par value of EUR 1 (one Euro) each, all subscribed and fully paid.”

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

Statement

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

WHEREOF the present deed was drawn up in Esch-sur-Alzette, at the date indicated at the beginning of the document.

After reading the present deed to the proxyholder of the appearing person, known to the notary by her name, first name, civil status and residence, the said proxyholder of the appearing person has signed together with Us, the notary, the present deed.

Suit la traduction française du texte qui précède

L'an deux mille quatorze, le vingt-neuvième jour de juillet.

Par devant Maître Francis Kessler, notaire de résidence à Esch-sur-Alzette, Grand-Duché de Luxembourg.

S'est tenue

une assemblée générale extraordinaire l'associé unique de «Choice Technologies Lux S.à r.l.», une société à responsabilité limitée de droit luxembourgeois, ayant son siège social au 2-4, rue Eugène Ruppert, L-2453 Luxembourg, Grand-Duché de Luxembourg et immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 181.790 (la «Société»), constituée par acte notarié du notaire soussigné, en date du 22 octobre 2013, publié au Mémorial C, Recueil des Sociétés et Associations numéro 19 en date du 3 janvier 2014.

A COMPARU:

L'associé unique de la Société, Choice Technologies Holding, une société à responsabilité limitée de droit luxembourgeois, ayant son siège social au 2-4, rue Eugène Ruppert, L-2453 Luxembourg, Grand-Duché de Luxembourg et immatriculée auprès du Registre de Commerce et des Sociétés de Luxembourg sous le numéro B 185.830 (l'«Associé Unique»), dûment représentée par Mme. Sophie Henryon, employée privée, demeurant professionnellement à Esch-sur-Alzette, Grand-Duché de Luxembourg, en vertu d'une procuration donnée sous seing privé le 29 juillet 2014.

Ladite procuration, après avoir été signée «ne varietur» par le mandataire agissant au nom de la partie comparante et le notaire instrumentant, demeure annexée au présent acte pour être enregistrée ensemble avec celui-ci.

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

I. - Que les 12.500 (douze mille cinq cents) parts sociales de la Société d'une valeur nominale de 1 EUR (un Euro) chacune, représentant la totalité du capital social de la Société, sont représentées, de sorte que l'assemblée peut valablement décider de tous les points de l'ordre du jour sur lesquels l'Associé Unique reconnaît expressément avoir été dûment et préalablement informé.

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

Ordre du jour

1. Renonciation au droit de convocation;

2. Approbation de l'augmentation du capital social de la Société d'un montant de 12.500 EUR (douze mille cinq cents Euros), afin de le porter de son montant actuel de 12.500 EUR (douze mille cinq cents Euros) à 25.000 EUR (vingt-cinq mille Euros) par l'émission de 12.500 (douze mille cinq cents) nouvelles parts sociales d'une valeur nominale de 1 EUR (un Euro) chacune, soumise au paiement d'une prime d'émission globale d'un montant de 358.833,09 EUR (trois cent

cinquante-huit mille huit cent trente-trois Euros neuf centimes) payable sur le compte de prime d'émission de la Société, l'intégralité devant être libérée par un apport en numéraire;

3. Souscription et paiement par Choice Technologies Holding des nouvelles parts sociales au moyen d'un apport en numéraire;

4. Nouvelle composition du capital social de la Société;

5. Approbation de la modification subséquente du paragraphe 1 de l'article 5 des statuts de la Société afin de refléter le nouveau capital social conformément à la résolution précédente; et

6. Divers.

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

Première résolution

Il est décidé que l'Associé Unique renonce à son droit de recevoir la convocation préalable afférente à la présente assemblée générale; l'Associé Unique reconnaît qu'il a été suffisamment informé de l'ordre du jour et qu'il se considère avoir été valablement convoqué et en conséquence accepte de délibérer et voter sur tous les points portés à l'ordre du jour. Il est en outre décidé que toute la documentation produite lors de cette assemblée a été mise à la disposition de l'Associé Unique dans un laps de temps suffisant afin de lui permettre un examen attentif de chaque document.

Deuxième résolution

Il est décidé d'augmenter le capital social de la Société d'un montant de 12.500 EUR (douze mille cinq cents Euros) afin de le porter de son montant actuel de 12.500 EUR (douze mille cinq cents Euros) à 25.000 EUR (vingt-cinq mille Euros) par l'émission de 12.500 (douze mille cinq cents) nouvelles parts sociales d'une valeur nominale de 1 EUR (un Euro) chacune (les «Nouvelles Parts Sociales») soumise au paiement d'une prime d'émission d'un montant total de 358.833,09 EUR (trois cent cinquante-huit mille huit cent trente-trois Euros neuf centimes) (la «Prime d'Emission»), payable sur le compte de prime d'émission de la Société, dont un montant 125 EUR (cent vingt-cinq Euros) devra être alloué à la réserve légale, et l'apport ayant une valeur globale s'élevant à 371.333,09 EUR (trois cent soixante-onze mille trois cent trente-trois Euros neuf centimes), équivalant à 500.00 USD (cinq cent mille de Dollars Américains), conformément au taux de change EUR/USD de la Banque ING en date du 24 juillet 2014, l'intégralité devant être libérée par un apport en numéraire, par l'Associé Unique.

Troisième résolution

Il est décidé d'accepter la souscription et le paiement par l'Associé Unique des Nouvelles Parts Sociales ainsi que l'allocation de la Prime d'Emission par l'apport en numéraire d'un montant de 371.333,09 EUR (trois cent soixante-onze mille trois cent trente-trois Euros neuf centimes), soit l'équivalent de 500.000 USD (cinq cent mille Dollars Américains), conformément au taux de change EUR/USD de la Banque ING le 24 juillet 2014 (l'«Apport»).

Intervention - Souscription - Paiement

Intervient ensuite l'Associé Unique, ici représenté par Mme. Sophie Henryon, prénommée, en vertu d'une procuration donnée sous seing privé, et déclare souscrire les Nouvelles Parts Sociales dans la Société et les libérer entièrement avec le paiement de la Prime d'Emission, moyennant un versement en numéraire, de sorte que la somme de 371.333,09 EUR (trois cent soixante-onze mille trois cent trente-trois Euros neuf centimes), l'équivalent EUR de la somme de 500.000 USD (cinq cent mille de Dollars Américains) conformément au taux de change EUR/USD de la Banque ING en date du 24 juillet 2014, est à partir de ce jour à la libre disposition de la Société, ainsi qu'il en a été prouvé au notaire par une attestation bancaire.

Quatrième résolution

En conséquence des déclarations et résolutions précédentes et l'Apport décrit ci-dessus ayant été totalement réalisé, le capital social de la Société est maintenant détenu par:

- Choice Technologies Holding: détentrice de l'intégralité des 25.000 (vingt-cinq mille) parts sociales.

Le notaire établit que les 25.000 (vingt-cinq mille) parts sociales représentant l'intégralité du capital social de la Société, sont représentées de sorte que la présente assemblée peut valablement se prononcer sur la résolution suivante:

Cinquième résolution

En conséquence des déclarations et résolutions qui précèdent, et l'Apport étant totalement réalisé, il est décidé de modifier du paragraphe 1 de l'article 5 des statuts de la Société pour lui donner la teneur suivante:

« **5.1.** Le capital social est fixé à 25.000 EUR (vingt-cinq mille Euros), représenté par 25.000 (vingt-cinq mille) parts sociales sous forme nominative, ayant une valeur nominale de 1 EUR (un Euro) chacune, toutes souscrites et entièrement libérées.»

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

Déclaration

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

DONT ACTE, fait et passé à Esch-sur-Alzette, à la date indiquée en tête des présentes.

Après lecture du présent acte au mandataire de la partie comparante, connu du notaire par nom, prénom, état civil et domicile, ledit mandataire de la partie comparante a signé avec Nous, notaire, le présent acte.

Signé: Henryon, Kessler.

Enregistré à Esch/Alzette Actes Civils, le 31 juillet 2014. Relation: EAC/2014/10606. Reçu soixante-quinze euros 75,00 €.

Le Receveur ff. (signé): M. Halsdorf.

POUR EXPEDITION CONFORME.

Référence de publication: 2014121107/187.

(140139635) Déposé au registre de commerce et des sociétés de Luxembourg, le 4 août 2014.

Direct Best Invest S.à r.l., Société à responsabilité limitée.

Capital social: EUR 12.500,00.

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

R.C.S. Luxembourg B 132.894.

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Extrait du Procès-Verbal de l'Assemblée Générale Ordinaire tenue le 12.06.2014

Dix-septième résolution:

L'Assemblée Générale décide de transférer le siège social de la société avec effet immédiat du 11A, Boulevard Prince Henri, L-1724 Luxembourg au 11, Avenue Emile Reuter, L-2420 Luxembourg.

Dix-huitième résolution:

L'Assemblée Générale accepte la démission du gérant Monsieur Christian Ashok NARSY avec effet au 31.12.2009.

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

DIRECT BEST INVEST S.à.r.l

Société à Responsabilité Limitée

Signature

Référence de publication: 2014118197/18.

(140136663) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

DHCT II Luxembourg S.à r.l., Société à responsabilité limitée.

Capital social: EUR 6.599.379,05.

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

R.C.S. Luxembourg B 146.365.

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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 30 juillet 2014.

Référence de publication: 2014118188/10.

(140136791) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.

East & West Trade Link S.à.r.l., Société à responsabilité limitée.

Siège social: L-8365 Hagen, 3, Jeckelsgaass.

R.C.S. Luxembourg B 65.704.

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Le bilan et l'annexe légale de l'exercice 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: 2014118230/10.

(140136138) Déposé au registre de commerce et des sociétés de Luxembourg, le 31 juillet 2014.
